

**ARTICLE 28.**

**EMPLOYEE FITNESS**

**Section 1. Purpose.**

The purpose of the physical fitness plan is to ensure that employees of the Department are physically capable of meeting all of the physical demands inherent in the job. It is the intent of the parties that the elements of the plan be directed to establishing such job-related physical fitness. The City and the Union recognize that each employee of the Department has individual physical characteristics which must be taken into account in assessing and applying the requirements of the plan.

**Section 2. Fitness Requirements for New Employees.**

- A. Effective with the first class to enter the Fire Academy after the approval of the 2020 Agreement, all new employees must agree to maintain a standard of fitness throughout their careers with the San Antonio Fire Department.
- B. The City and the Union will meet and come to an agreement on the standard of fitness to be maintained and the regulations, policies, penalties, medical considerations, etc. which will be necessary to implement this section.

**Section 3. Fitness Program for Existing Employees.**

Physical Fitness. The City and the Association are committed to a healthy, physically fit and well-trained fire department. In demonstrating this commitment, employees who participate and meet standards as set out in this section shall be awarded the fitness incentives outlined herein.

During October of each year, the Chief and the President of the Association shall appoint three (3) members each (six total) to a physical fitness panel. It will be the sole responsibility of this panel to set point values, time limits, and the necessary requirements for the fitness program and for achieving incentives. The Chief and Association shall provide written notice of their appointees to the physical fitness panel at least thirty (30) calendar days before the panel is scheduled to meet. The panel shall reach an agreement on all items relating to point values, time limits, or necessary requirements, and all recommendations shall be forwarded to the Chief. The Chief can veto any recommendation and return the recommendation to the panel for re-

examination. The Training Academy Chief shall act as the non-voting moderator and will be responsible to ensure the panel meets at the required stated time.

The fitness program for existing employees is aimed at promoting physical fitness among all employees of the Department. The fitness program shall be based on the International Association of Fire Fighters/International Association of Fire Chiefs' "The Fire Service Joint Labor Management Wellness-Fitness Initiative" 4<sup>th</sup> Edition or most currently available edition. The five (5) areas to be tested per the Wellness-Fitness Initiative will be: Body Composition, Aerobic Capacity and Recovery, Mobility and Flexibility, Speed and Power, and Strength and Endurance. Any discipline which may be issued for non-compliance with the physical fitness program or plan must be corrective in nature and must take into account the individual characteristics of the employee involved.

The City agrees to promote compliance with the plan through education, incentives, interdepartmental counseling and other positive approaches. The program will include annual physical fitness assessments with incentives ranging from \$125 to \$500 in contributions by the City to the employee's Flexible Savings Account (FSA) or Health Savings Account (HSA) for meeting certain levels of physical fitness.

**Section 4. Wellness Program.**

In the spirit of improving the quality of life of all uniform employees, the City and the Union have met and have come to an agreement in principle on a mandatory wellness program for all employees, which is not punitive in nature, but is instead aimed at promoting the overall health and well-being among all employees of the Department. The City and the Union further agree that the parties shall approve a wellness program, and once approved, any substantive changes to the program can only be made by mutual agreement of the parties.

**Section 5.**

Nothing in this Article or Agreement shall require the City or the Union to violate the statutory provisions of the Americans with Disabilities Act.

Date: \_\_\_\_\_

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For the City

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For the Association