

2.8 Fitness Breaks – Pilot Program

2.81 Policy:

It is the policy of Apache County to encourage its employees to have active and healthy lifestyles. An active and healthy workforce benefits the County by increasing employee productivity and overall job satisfaction. For that reason, the County offers employees a 30-minute “fitness break” up to three days per week.

2.82 Coverage:

This policy applies to all full-time classified and unclassified positions. Nothing in this policy modifies or waives the “at will” status of an unclassified employee.

2.83 Application of Policy

A.) *Opt-In Required:* Employees must sign a form with the Apache County Human Resources Department in order to “opt-in” to this policy and utilize the “fitness break” offered by the County. In the form, the employee will agree to utilize fitness breaks for the intended purpose as set forth in this policy, and further agrees to comply with all provisions of this policy. The employee will also sign a “Release of Liability” form that acknowledges any injuries incurred while on the fitness break will not be claimable against the counties Workman’s Compensation or Liability Insurance programs.

Although encouraged, employees who “opt-in” are not required to take a “fitness break” on a scheduled basis. The County recognizes a break may not be consistent with a particular employee’s exercise program or that circumstances may not allow an employee to take a “fitness break” on a scheduled basis.

B.) *Use of Fitness Breaks:* Fitness breaks must be used by County employees for the purpose of engaging in physical activity. The “physical activity” required by this policy may include but is not limited to making use of the County provided exercise rooms and fitness equipment, taking a walk, jogging, biking, or any type of exercise the employee enjoys. Any exercise appropriate to the employee’s physical condition will be considered “physical activity” for purposes of this policy. Each employee is strongly

(2.83 Cont.)

encouraged to consult a physician prior to beginning an exercise regimen in order to determine what types of exercise programs might be appropriate given their age, unique health conditions and risk factors.

C.) *Tracking:* In order to ensure accountability in the program, employees who participate in the program agree to maintain a log of how they utilize the 30-minute fitness break provided for in this policy. The logs required by this section need not be

detailed, but must explain the type of physical activity engaged in by the employee and how long the employee was physically active. Blank sample physical activity logs may be obtained from the Apache County Human Resources Department.

Employees shall maintain physical activity logs for a period of one-year after the date of their creation. Said logs are subject to periodic inspection by the employee's Elected Official or Department Head, as well as the Apache Human Resources Department.

D.) *Timing of Break:* The "fitness break" called for in this policy shall be utilized at a time that causes as little disruption of County operations and business as possible. Employees should consult their Elected Official or Department Head in order to determine the best time to utilize a "fitness break."

The County strongly discourages Elected Officials and Department Heads from granting "fitness breaks" at the very beginning or very end of a scheduled shift due to the possibility that employees may be tempted to abuse the privilege of a "fitness break" to shorten a scheduled shift.

Fitness breaks may be combined with lunch hours if it assists employees in creating a block of time that can more readily be utilized for the employee's exercise program, unless the Elected Official or Department Head the employee works for disapproves of the practice.

E.) *Abuse of Fitness Breaks:* Employees who fail to utilize fitness breaks for the purposes set forth by this policy, who fail to maintain the logs required by this policy, or who make or maintain a fraudulent physical activity log may suffer the following consequences:

- a.) privileges to take fitness breaks may be revoked by the Elected Official or Department Head;
- b.) the employee will face disciplinary action that could include any corrective action up to termination of employment.

Disciplinary action pursuant to this section will be in accordance with established County disciplinary policies.

F.) *Fitness Break Banking Not Allowed:* This policy allows only three 30-minute periods for a fitness break on a weekly basis. Fitness breaks may not be "banked" or stored for use on other days or during later weeks. If not used on the day they accrue, they are lost forever



Fitness Break Program Waiver and Release of Liability

I hereby acknowledge and agree that my participation in the Apache County Fitness Break program could potentially involve risks of injury to persons and property, and that I assume full responsibility for such risks. Such risks of injury include, but are not limited to, heart attacks, strokes, heat stress, sprains, broken bones, torn muscles, tendons, and ligaments.

I hereby agree to 1) release and hold Apache County harmless/blameless from all liability to Employee, for loss or damage; and waives any claim or demands therefore, on account of injury to Employee person or property, including injury leading to the death of Employee while Employee is participating in the Apache County Fitness Break program; 2) Employee represents that they are in good physical condition and has no disability, illness, or other condition that could prevent the Employee from an exercise program that will not risk injury to the Employee or impairment of Employee's health.

Agreement

By signing this agreement, the Employee acknowledges that he/she has read and received a filled-in and completed copy of this agreement, which includes the Waiver and Release of Liability. This agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Employee and Apache County. Apache County has made no express or implied warranties or representations, other than expressly set forth in this agreement. Any conflict between the original document and any copy of the original shall be controlled by the original document.

Employee Name

Date

Employee Signature

Date

Elected Official / Department Head

Date

Apache County H.R. Employee

Date