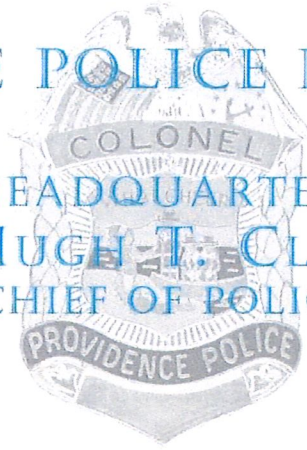


PROVIDENCE POLICE DEPARTMENT

HEADQUARTERS
COLONEL HUGH T. CLEMENTS, JR.
CHIEF OF POLICE



TYPE OF ORDER	NUMBER/SERIES	ISSUE DATE	EFFECTIVE DATE
General Order	250.04	4/6/2021	4/11/2021
SUBJECT TITLE		PREVIOUSLY ISSUED DATES	
Physical Fitness and Gym Use Policy		4/8/2020; 1/15/2016; 11/6/2012; Supersedes: GO #07 Series 2011	
REFERENCE		RE-EVALUATION DATE	
CALEA 22.3.2		4/8/2022	
SUBJECT AREA		DISTRIBUTION	
Compensation, Benefits, and Conditions of Work		All Personnel	

PURPOSE

The Providence Police Department acknowledges the importance of physical fitness in the performance of police-related duties and in promoting the general health and well-being of its members. The purpose of this policy is to establish parameters pertaining to the participation in physical fitness activities by personnel during their regular tour of duty, and to designate the Providence Police Gymnasium as the sole approved gymnasium permitted for use by on-duty personnel.

POLICY

It is the policy of the Providence Police Department to aid and encourage all personnel to engage in a healthy physical fitness program. Personnel are required to adhere to the parameters set forth in the Collective Bargaining Agreement by and between The City of Providence and Providence Lodge #3, Article X, Section 9, entitled "Physical Fitness Program", which states:

"All members of the bargaining unit during the term of this Agreement shall achieve and maintain a level of physical fitness as his or her age and the nature of his or her duties require.

All members of the bargaining unit, who are currently not in compliance with the above standard of fitness, shall be required to embark on a program of physical fitness so as to achieve the standards. Said members of the bargaining unit shall have reasonable time to attain said standards."

To achieve these ends, the Department has provided an on-site gymnasium for exclusive use by its members, free of charge. In order to balance the necessity of maintaining physically fit personnel with the duties and responsibilities of operating an effective law enforcement agency, the Department hereby establishes parameters pertaining to the physical fitness privileges afforded to its personnel while they are on-duty.

DEFINITIONS

Providence Police Gymnasium: The facility located on the first floor of the Providence Police Department, located within the Public Safety Complex, commonly referred to as the “gym” or “gymnasium”, and containing storage lockers, bathroom facilities, and exercise equipment designed for the purpose of promoting physical fitness.

Regular Tour of Duty: A member’s regularly scheduled work hours, according to one’s assigned “group” and/or “shift”, not to include hours worked in any other capacity (i.e., callback, detail, overtime, etc.).

Indoor Physical Fitness Activities: Activities which are typically recognized as promoting physical fitness and which are performed in the Providence Police Gymnasium.

Outdoor Physical Fitness Activities: Activities which typically occur outdoors without the aid of exercise equipment, limited to walking, jogging, or running, when not performed in conjunction with any other game or sport.

Meal break: The time contractually afforded to personnel for the purpose of consuming one meal (i.e., breakfast, lunch, or dinner) during a regular tour of duty.

PROCEDURE

I. LIABILITY

- A. Personnel wishing to use the gymnasium either while they are working their regular tour of duty or during off-duty hours must submit a fully executed “General Release and Waiver” (attached) prior to their first-time use of the facility.

- B. To assist members of the Department in the submittal of the “General Release and Waiver” forms, the Power DMS System will act as an electronic signature; thereby acknowledging the condition within the waiver.

II. ON-DUTY APPROVED FACILITIES

- A. Personnel who wish to engage in any indoor physical fitness activities during their regular tour of duty may do so only within the Providence Police Gymnasium. The use of any other gymnasium or facility is strictly prohibited.

- B. Outdoor physical fitness activities may be performed outside. However, such activities may not be performed within the curtilage of any commercial, public, or private institution.

III. LIMITATIONS OF USE

- A. On-Duty personnel who wish to use the Providence Police Gymnasium or engage in outdoor physical fitness activities during a regular tour of duty must abide by the following limitations:
 - 1. The use of the gymnasium or the engagement in outdoor physical fitness activities by a member is only allowed in lieu of that member's meal break during the regular tour of duty when the actual use occurs.
 - 2. The maximum total period of time allotted for indoor and/or outdoor physical fitness activities is limited to one (1) hour per day.
 - 3. The option to engage in either indoor or outdoor physical fitness activities in lieu of the meal break:
 - a. Is limited to a maximum of three (3) times per week, per member.
 - b. Shall require that the requesting member's immediate on-duty supervisor obtain the permission of the requesting member's on-duty Bureau OIC prior to the option being exercised between 1500 hours Friday and 2300 hours Sunday.
- B. On-duty personnel who are not working their regular tour of duty will not be permitted to use the Providence Police Gymnasium or engage in outdoor physical fitness activities in lieu of their meal break.

IV. NOTIFICATIONS AND RESPONSIBILITIES

- A. Any personnel who wish to use the gymnasium or engage in outdoor physical fitness activities during their regular tour of duty shall notify their immediate on-duty supervisor of their intention to do so beforehand.
- B. Upon receiving notification from a subordinate, the on-duty supervisor shall either approve or deny the request.
 - 1. When the request is approved:
 - a. Personnel who have as their primary duty that of responding to dispatched calls for service shall notify the dispatcher via Channel 4 that they will be out of service at the gymnasium.

- b. If not already on-scene, personnel shall respond to the Public Safety Complex. They shall then either proceed to the Providence Police Gymnasium to conduct indoor physical fitness activities or proceed outdoors to conduct outdoor physical fitness activities.
 - c. Upon or before the expiration of the one (1) hour time allotment, personnel shall be prepared to resume their official duties. They shall notify their immediate supervisor of their readiness, and return to work. Personnel who had previously placed themselves out of service shall immediately notify the dispatcher via Channel 4 that they are back in service.
2. When the request is denied, personnel shall continue to perform their official duties.

V. MANAGEMENT RIGHTS

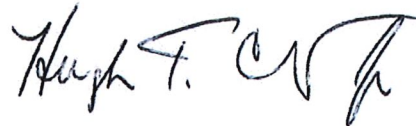
The privileges granted herein may be either temporarily or permanently amended or revoked at any time by the Commissioner of Public Safety, the Chief of Police, or their respective designees.

APPROVED:



STEVEN M. PARÉ
COMMISSIONER
DEPARTMENT OF PUBLIC SAFETY

APPROVED:



HUGH T. CLEMENTS, JR.
COLONEL
CHIEF OF POLICE

JORGE ELORZA
Mayor
City of Providence



COLONEL HUGH CLEMENTS
Chief
Providence Police Department

STEVEN M. PARE
Commissioner
Department of Public Safety

PROVIDENCE POLICE DEPARTMENT GENERAL RELEASE AND WAIVER

FOR AND IN CONSIDERATION OF the **City of Providence, Providence Police Department,** and the **Providence Public Safety Health and Wellness Program** legal authorization of and general permission for my use of the **Providence Police Department physical fitness facilities (Police Department Gym).**

I, _____ (print name), being of lawful age, hereby release, acquit, and forever discharge, and by these presents do for myself, my heirs, executors, administrators, and assigns, release, acquit, and forever discharge the **City of Providence, Providence Police Department, and the Providence Public Safety Health and Wellness Program** and any officials (elected, appointed or otherwise), employees, agents, persons, or other entities associated therewith of and from any and all actions, causes of action, claims or demands for any personal injury or property damage, costs, third party actions, suits at law or equity, including claims or suits for contribution and/or indemnity, of whatever nature other damages, or any other loss whatsoever that I have incurred or in the future may incur in association with the **City of Providence, Providence Police Department, and the Providence Public Safety Health and Wellness Program** legal authorization of a general permission for my use of the **Providence Police Department physical fitness facilities (Police Department Gym);** and I hereby further waive any such actions, cause of action, claims or demands which I now possess or may in the future possess against the **City of Providence, Providence Police Department, and the Providence Public Safety Health and Wellness Program** legal authorization of an general permission for my use of the **Providence Police Department physical fitness facilities (Police Department Gym).**

I hereby acknowledge and assume all risk, chance or hazard of personal injury, property damage, or even death associated with my authorized use of the **Providence Police Department physical fitness facilities (Police Department Gym).** No promise or inducement which is not herein expressed has been made to me, and in executing this General Release and Waiver I do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, doctor or any other person representing them or any of them, concerning the nature, extent or duration of said risk of personal injury or losses or the legal liability therefore.

This General Release and Waiver contains the **ENTIRE AGREEMENT** between the parties hereto, and the terms of this General Release and Waiver are contractual and not a mere recital.

I further state that I have carefully read the foregoing General Release and Waiver and know and understand the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this _____ day of _____, 20_____.

IMPORTANT: READ BEFORE SIGNING!!

APPLICANT:

Print Name

Signature