

SUBJECT: Gym Reimbursement Program

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PURPOSE

To provide guidance to employees on the procedures for gym access reimbursement in support of the District's Employee Wellness Program.

BACKGROUND

The Employee Wellness Program is structured to support the Five Pillars of Employee Well-Being: physical, emotional, financial, career, and family/social well-being. The Gym Reimbursement Program supports the District's goal of encouraging employees to build and maintain healthy lifestyles by providing accessibility to all employees to take an active role in their physical health.

POLICY

- 1) The District provides on-site physical fitness facilities at District Headquarters along with locker rooms and showers, for employee use on their breaks, lunches, and personal non-work time. Employees utilizing these facilities are required to sign a liability waiver (see Exhibit I) and submit this to Human Resources prior to initiating use of facilities.
- 2) The District also offers a reimbursement program for gym membership dues to ensure accessibility to physical fitness facilities and activities beyond those provided at District Headquarters. This benefit does not apply to probationary employees with less than six (6) months service and limited duration workers including temporary employees and interns.

Gym Reimbursement Program:

Currently, the District has a reimbursement program and corporate discount relationship with 24-Hour Fitness (see Exhibit II – Reimbursement Schedule).

Effective July 1, 2017, employees may be reimbursed for pre-approved participation in gyms other than 24-Hour Fitness with proper documentation. The selected gym facility must demonstrate ability to accurately and securely track member attendance and provide an annual attendance report to the District as required each calendar year.

Reimbursement rates shall be the same for all gyms and shall be the same as those provided for per agreement with 24-Hour Fitness, including dollar value of reimbursement and required usage for each reimbursement level. Employees will be reimbursed for their actual cost, up to the maximum available. Rates are subject to change annually per agreement with 24-Hour Fitness. Reimbursements shall be pro-rated based on the month the employee initiates use.

For the purposes of this Program, a "gym" is defined as a facility requiring an ongoing, monthly membership (not "punch-card" or single class based payment system) for the purposes of accessing fitness and exercise equipment for personal use and health development. The cost of personal

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training services, teacher certification courses or testing, or single class, "punch card" attendance systems are not eligible for reimbursement.

PROCEDURE

Headquarters Gym Usage:

- 1) Employees wishing to utilize the Headquarters gym facilities must contact Human Resources prior to use to complete the required liability waiver form. Employees are encouraged to sign in (anonymous sign-ins allowed) when using the facility to track overall use and ensure facility continues to exist based on usage.

Gym Reimbursement Program Procedure:

- 1) For members of 24-Hour Fitness, no pre-approval is required as long as registration occurs while employed with the District. 24-Hour Fitness provides a record of each participating employee's attendance annually to the District by January 25th of each year. No action is required from the employee.
- 2) For gyms other than 24-Hour Fitness, pre-approval is required to participate in the gym reimbursement program to ensure the gym tracking system complies with this Program. Employees must contact Human Resources prior to gym registration for reimbursement pre-approval. Employees must provide a sample attendance report from the gym illustrating how the employee's attendance will be tracked and reported to the District and provide a copy of the gym's membership based program or contract to demonstrate the dues and membership structure. Reimbursement approval may be denied if the tracking system is not secure and/or provides insufficient data.
- 3) For members of gyms other than 24-Hour Fitness, after attaining pre-approval for qualification to the gym reimbursement program, in order to receive reimbursement each employee must provide a signed document from the employee's gym, including contact information for gym representative to verify the data provided, by January 25th of each calendar year reflecting the number of times the employee has visited their gym each month within the past calendar year. The employee must provide a report from their gym representative, documenting the employee's paid dues per month and the total dues paid per year. It will be the employee's responsibility to provide this information to Human Resources for processing.
- 4) During the first quarter of each calendar year, participants will be reimbursed for the prior year's gym membership based on their monthly rates of formally documented attendance.

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RESPONSIBILITY

It is the responsibility of Human Resources and Finance to administer the provisions of this Administrative Guideline and to process gym membership reimbursements annually as noted.

EXHIBITS

- Exhibit I: Waiver
- Exhibit II: Gym Reimbursement Schedule

Approved:

/s/ ROBERT SHAVER
Robert Shaver, General Manager

**ALAMEDA COUNTY WATER DISTRICT
EMPLOYEE ACTIVITY WAIVER—EXERCISE/FITNESS/WELLNESS
PROGRAMS**

Employees wishing to participate in any group exercise or fitness class or wellness program [Activities] sponsored by, or conducted on the property of Alameda County Water District (“District”) must agree that:

1. Participation in such Activities can result in personal harm, loss, damage, injury, or death. I accept these risks on behalf of myself and on behalf of my heirs, executors, and assigns. To the fullest extent allowed by law, I waive and release any potential future claim against any and all persons or entities (including, but not limited to, District) that may in some manner be responsible for sponsoring, directing, teaching, or supervising my activities, the activities of others, or that own, control, or maintain the physical location in which such classes or programs are conducted. District does not warrant or guaranty that the physical location of any Activity is safe and appropriate for such an Activity and/or that any equipment used is in good and proper working order. It is my sole and personal obligation to ensure that the site and equipment is safe and appropriate for my use.
2. I am responsible for determining whether I am physically and medically able to participate in an Activity. I am responsible for determining whether a physical or medical examination should be undertaken before I participate in an Activity and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. Before, during, and after an Activity, I am solely responsible for determining my health and physical status and whether I can or should discontinue my participation in the Activity, or take other actions, to protect my health or safety. District assumes no duty to me to ensure my physical or medical ability to participate in these Activities, whether before, during, or after such Activities.
3. My participation in an Activity, including related events before and after the Activity, is not within the scope of my employment with District. These are voluntary recreational or athletic activities that are not required or expected of my employment and are not covered under California’s workers’ compensation statutes (Labor Code Section 3600(a)(9)). As such, I will be personally liable for all costs of treatment or care, or other financial expenditures or financial loss or impairment that might arise from my participation in an Activity.
4. I will conduct myself in a safe and reasonable manner. I will not participate in Activity while under the influence of medication, drugs or alcohol, or while suffering from any medical, health or other condition (including, but not limited to, illness or injury), that might in some manner potentially cause harm or injury to me, to another participant, or to the property of the District. I will defend and indemnify District, and its agents and employees, in response to any claim for injury, damage, or loss arising in some manner from my participation in these Activities.

THIS WAIVER IS APPLICABLE TO ANY AND ALL “ACTIVITIES” IN WHICH I MAY PARTICIPATE, REGARDLESS OF DATE OR CONTENT, UNTIL IT IS EXPRESSLY REVOKED IN WRITING.

Name: _____ Date: _____
(Please Print)

Signature: _____

AG 2.2.20

Exhibit II – Gym Reimbursement Schedule (eff. CY 2019)

2019 EMPLOYEE GYM REIMBURSEMENT SCHEDULE		
Visits/Year	Maximum Reimbursement	
48 (4x/month)	3 months dues	\$125.97
72 (6x/month)	6 months dues	\$251.94
96 (8x/month)	9 months dues	\$377.91
120 (10x/month)	12 months dues	\$503.88
Rates based on 24-Hour Fitness reimbursement rates and are subject to change.		