



Fit Buddha

Fit Buddha Evolutionary Fitness Employee Handbook

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Fit Buddha will be rewarding and challenging. We take pride in our team members as well as in the products and services we provide.

The Organization complies with all federal and state employment laws, and this handbook generally reflects those laws. The Organization also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all team members. When questions arise concerning the interpretation of these policies as they relate to team members who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Organization reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Marcus Kettles.

We wish you success in your employment here at Fit Buddha!

All the best,

Marcus and Eva Kettles, Owners
Fit Buddha

1.2 At-Will Employment

Your employment with Fit Buddha is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Organization at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Organization document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owners has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owners.

If a written contract between you and the Organization is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for team members working in Montana.

2.0 Introductory Language and Policies

2.1 About the Company

At Fit Buddha, our fitness and wellness modalities are intended to provide effective, efficient, sustainable answers to life's challenges. We invite you on a path that takes you on a personal journey of evolution to live a more empowered life that is in harmony and balance within you and around you. The Fit Buddha Way combines various physical fitness offerings and spiritual awareness classes to serve the next evolution of your body temple, your mental clarity, and your spiritual focus. At Fit Buddha, you'll find a genuine, loving team of caring professionals that inspire and empower you to leap into a stronger, more confident and more balanced inner experience of self.

2.2 Ethics Code

Fit Buddha will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and team members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Organization.

We expect that officers, directors, and team members will not knowingly misrepresent the Organization and will not speak on behalf of the Organization unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Organization or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Fitness Certification Program

- Megaformer – It is required that all Megaformer trainers complete the Lagree Certification program. This is held monthly at Sebastian's Los Angeles studio. The total cost of this certification is \$2000. The trainer is expected to pay \$800 to FitBuddha prior to attending certification via check. The student trainer will then commit to teaching 20 classes to pay off the remaining amount owed for certification.
- More information can be found at <http://www.lagreefitness.com/t...>
- Spin – It is required that all spin trainers be certified. This is available in numerous locations. We suggest going through Spinning.com. They come through SB twice a year, and offer a 1 day, 9 hour training course for around \$300.
- More information can be found at Spinning.com

2.4 Mission Statement

Fit Buddha's mission is to help people be their best selves.

To create strong, balanced, toned, flexible bodies.

To improve mind body spirit connection

To open up to live life more fully

To build community and improve overall quality of life, by making each moment a conscious evolution of our Body Temple, with fun, integrity and a joyful spirit.

2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Fit Buddha policies and procedures. The handbook is not a contract. The Organization reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Religious Accommodation

Fit Buddha recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all team members, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Organization complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Organization will reasonably accommodate the sincerely held religious beliefs of team members if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Supervisors. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Organization will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Organization encourages you to suggest specific reasonable accommodations. However, the Organization is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Organization.

The Organization will not discriminate or retaliate against team members who, in good faith, request a religious accommodation under this policy.

3.2 Disability Accommodation

Fit Buddha complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Organization will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisors. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Organization will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Organization in connection with a request for accommodation will be treated as confidential.

The Organization encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Organization is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Organization.

Where state or local law provides greater protections to team members than federal law, the Organization will apply the law that provides the greatest benefit to team members.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Organization will not discriminate or retaliate against team members for requesting an accommodation.

3.3 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions

Fit Buddha recognizes the importance of supporting team members experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your Supervisors. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.

- If the Organization is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The Organization will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Organization. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Organization strictly prohibits retaliation against team members who request or utilize an accommodation under this policy.

3.4 Conflicts of Interest

Fit Buddha is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Organization, you must disclose it to your Supervisors. If an actual or potential conflict of interest is determined to exist, the Organization will take such steps as it deems necessary to reduce or eliminate this conflict.

3.5 Job Descriptions

Fit Buddha attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisors.

Job descriptions prepared by the Organization serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Organization may have to revise, add to, or delete from your job duties per business needs. On occasion, the Organization may need to revise job descriptions with or without advance notice to team members.

If you have any questions regarding your job description or the scope of your duties, please speak with your Supervisors.

3.6 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Fit Buddha and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.7 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Fit Buddha. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisors.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Organization.

4.0 Wage and Hour Policies

4.1 Employment Classifications

The Organization designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact **your Manager**. These classifications do not alter your employment at-will status.

4.2 Attendance

Fit Buddha requires regular and punctual attendance by team members. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your Supervisors as soon as possible but at least 30 minutes before your scheduled start time.

If you must miss work due to an emergency or other unexpected circumstance, notify your Supervisors as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Supervisors immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Organization policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Organization reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Organization will assume that you have voluntarily resigned your position and will proceed with the termination process.

4.3 Compensation Structure

It is the trainer's duty to submit an invoice at the beginning of every month, for the previous month's work. In the Documents section at the end of this Handbook, you will find a template for invoices to be submitted by the 10th of the following month. If you submit an invoice past this period, you will have to wait until the following pay period for reimbursement. Paychecks are placed in the reception desk, in the 2nd drawer down, on the left. If an invoice is not submitted, a paycheck cannot be processed. Because you are an Independent Contractor, taxes are not withheld from your paychecks and you are to submit a W9 to the Owners. Below is a breakdown of the payment structure for each class:

- Megaformer - Group

- o If nobody shows for class, please contact the Owners, or the Owners representative.

- If you are not already teaching classes at the studio and nobody shows, you are eligible to earn \$10. This only applies if you are not already in the studio.

- o The first spot filled in class, the trainer earns \$20

- o For every additional spot reserved, the trainer earns \$1

- o A full class of 11 machines earns \$30

- o You are to only charge No Show Fees and Late Cancel Fees to clients with Unlimited Package Series.

- \$15 Late Cancel Charge

- \$25 No Show Charge

- Megaformer - Privates

- o The Trainer earns \$20 bonus for selling a package of private lessons to a NEW private client

- o Private – the client owes \$95, and the trainer earns \$35 per session

- o Semi Private – the clients owe \$130, and the trainer earns \$45 per session

- o 3 Private Group – the clients owe \$150, and the trainer earns \$50 per session

- o 4 Private Group – the clients owe \$160, and the trainer earns \$60 per session

- o 5+ or Private Party- discuss with Marcus

4.4 Direct Deposit

Fit Buddha encourages all team members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your manager for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.5 Paycheck Deductions

Fit Buddha is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt team members may also include, but are not limited to, deductions for full-day

absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisors.

The Organization will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisors.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Organization will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.6 Posting of Work Schedules

All work schedules will be posted the the Mind Body calendar application. The work schedules are done on a monthly basis. If, you are uncertain of your next monthly work schedule, please contact your supervisor or store manager.

4.7 Recording Time

Fit Buddha is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain team members. To ensure that the Organization has complete and accurate time records and that team members are paid for all hours worked, nonexempt team members are required to record all working time using Organization timekeeping application Mind Body. Speak with your Supervisors for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Organization procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

Notify your Supervisors of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your manager any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Disciplinary Process

Violation of Fit Buddha's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Organization encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Organization is not required to engage in progressive discipline and may discipline or terminate team members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisors will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Organization is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Fit Buddha. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Organization in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.3 Open Door/Conflict Resolution Process

Fit Buddha strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisors and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Organization, management, its team members, vendors, customers, or any other persons or entities related to the Organization, bring your concerns to the attention of your Supervisors at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisors. If you have already brought this matter to the attention of your Supervisors before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or affects the quality or value of your work performance or availability at Fit Buddha is prohibited. The Organization recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Organization should be reported to your Supervisors. Failure to adhere to this policy may result in discipline up to and including termination.

While on a leave of absence, you may not work or be gainfully employed for yourself or by another employer. If you are on a leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

5.5 Performance Reviews

Fit Buddha will make efforts to periodically review your work performance. The performance review is a tool used to evaluate employee performance over the review period by assessing:

- Your performance of assigned job duties and responsibilities.
- Your achievement or lack of achievement of specific targets and goals.
- Other aspects of your performance (e.g., communication skills, professionalism, ability to collaborate, reliability, willingness to take initiative, etc.).

The performance review process will take place annually or as business needs dictate.

The performance review process is intended to increase the quality and value of your work performance. The review process may be used:

- As a basis for employment decisions, such as promotions and demotions.
- To improve the performance of underperforming team members.
- To document employee growth at the Organization.

A positive performance review does not guarantee a pay raise or continued employment.

5.6 Post-Employment References

Fit Buddha policy is to confirm dates of employment and job title only. With written authorization, the Organization will confirm compensation. Forward any requests for employment verification to a Supervisor.

5.7 Resignation Policy

Fit Buddha hopes that your employment with the Organization will be a mutually rewarding experience; however, the Organization acknowledges that varying circumstances can cause you to resign employment. The Organization intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Organization requests that you provide a minimum of 30 days notice of your resignation. Provide a written resignation letter to your Supervisors. If you provide less notice than requested, the Organization may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Organization reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Organization will pay separated team members in accordance with applicable laws and other sections of this handbook.

Notify the Organization if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Organization property at the time of separation, including training manuals, employee handbook, keys, and key fobs. In some circumstances, the Organization may pursue criminal charges for failure to return Organization property.

5.8 Standards of Conduct

Fit Buddha wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge team members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Organization property (including in Organization vehicles), or on Organization business.
- Inaccurate reporting of the hours worked by you or any other team members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Organization or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Organization property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Organization trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Organization or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Organization premises during working hours.
- Failure to dress according to Organization policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Organization.
- Gambling on Organization premises.
- Lending keys or keycards to Organization property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.9 Workforce Reductions (Layoffs)

If necessary based upon business needs, Fit Buddha management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Organization will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Employer Sponsored Social Events

Fit Buddha holds periodic social events for team members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisors prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.2 Nonsolicitation/Nondistribution Policy

Fit Buddha prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of team members, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other team members is prohibited. **Working hours** refers to periods when either you or the team members you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Organization's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your Supervisors.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.3 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Fit Buddha. All team members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Organization, in accordance with applicable law, will reasonably accommodate team members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Organization. Contact your Supervisors to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.4 Personal Cell Phone/Mobile Device Use

While Fit Buddha permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Organization property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Organization policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Organization requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Organization network or to Organization equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent team members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.5 Personal Data Changes

It is your obligation to provide Fit Buddha with your current contact information, including current mailing address and telephone number. You should also inform the Organization of any changes to your tax

withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact payroll.

6.6 Security

All team members are responsible for helping to make Fit Buddha a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisors immediately. Refrain from discussing specifics regarding Organization security systems, alarms, passwords, etc. with those outside of the Organization.

Immediately advise your Supervisors of any known or potential security risks and/or suspicious conduct of team members, customers, or guests of the Organization. Safety and security is the responsibility of all team members and we rely on you to help us keep our premises secure.

6.7 Social Media

Fit Buddha acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate team members that their social media use can:

- Pose risks to the Organization's confidential and proprietary information, reputation, and brand;
- Expose the Organization to discrimination, harassment, and other claims; and
- Jeopardize the Organization's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Organization's IT resources and communications systems are used appropriately, all team members must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Organization or not.

Use Good Judgment

While the Organization respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Organization as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Organization.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Organization as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Organization's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Fit Buddha on your personal account and are posting about the Organization, make it clear that your views are your own and that you are not speaking on behalf of the Organization.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Supervisors or consistent with policies that cover equipment owned by the Organization.

Media Contacts

If you are not authorized to speak on behalf of the Organization, do not speak to the media on behalf of the Organization. Direct all media inquiries for official Organization responses to [the Owner](#).

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit team members rights to discuss wages, hours, or other terms and conditions of employment. All team members have the right to engage in or refrain from such activities.

6.8 Telephone Use

Fit Buddha phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Organization telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

6.9 Third Party Disclosures

From time to time, Fit Buddha may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former team members, newspapers, law enforcement agencies, and other outside persons may contact our team members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Organization and should refer any call requesting the position of the Organization to the Owners. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Owners.

6.10 Workplace Privacy and Right to Inspect

Fit Buddha property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Organization and is subject to inspection at any time, without notice to any team members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Organization premises including that kept in lockers and desks.

6.11 Mind Body Website Procedures

Weekly Classes Schedule (home screen)

- - Classes Tab
 - Click on the 'Classes' tab from the top menu to view all scheduled classes

- This view is usually the home screen when you first sign in
- You can filter the view by Instructor to view your individual schedule for the week. PLEASE DO THIS WEEKLY SO YOU KNOW WHEN YOU'RE SCHEDULED.
- Signed In – Individual Class Roster
 - Use this section of the site to view that individual class, and the registered clients
 - This is where you check clients into class, you can purchase packages or products from here as well as view the profile for individual clients (these features are also tabs on the top navigation menu)
- Changing Trainer
 - When you click the box next to the Teacher name, it will allow you to use the drop down menu next to it, to change which trainer will teach that class that day.
 - Always include Marcus in your email communication when asking for subs for your class.
- Canceling Class
 - Click the Settings icon for additional options for this class time
 - We should NEVER cancel classes that have students signed up the night before, or a few hours before.
 - Classes may only be canceled if approved by Marcus, and there are no signups.

Individual Class Roster

1. Client Search – type in the clients name to add them to the current class you are viewing
2. Client Name – click into the client name to view their Profile, Visit History, Purchase History, etc.
3. Remaining Classes – take note if any of your client owes, it is your responsibility to speak with them and update their package or speak with Marcus
4. Buy (can also be found under the Retail Tab from the top navigation)– this is one of the locations for you to charge clients for packages, late cancels or merchandise

Retail/Charging

- You can either click the Retail tab from the navigation menu on top, or click the "Buy" button on the client line item when looking at individual classes
- On the right side, under the "Add Item" field, you can choose between *Products* or *Services*
 - Services
 - Service Selected – here you can choose if it is a Class (megaformer), Cycle, Private, etc.
 - A 2nd drop down menu will appear to choose the service
 - Products
 - It is easiest to use the search function and enter in a product keyword to filter results. Find the correct product, size and color.
- Once you select the charge, click the "Add Item" button within that same form field. If you skip this step, you will not have anything in the shopping cart to check out.
- The selected item will move into the left and form field for you to confirm payment.

Products – Socks, Retail, Water, Hand Towels, etc.

1. Products – Click the first tab to access all retail products. This will include all items for sale on the studio floor
2. Search Products – you will then be prompted to search by keyword. This will yield multiple results depending on the product
3. Select the correct product, size and color. The product name is hyperlinked and will take you to the next step
- 4. Once you have clicked the hyperlink to the product, you'll see the screen below. In order to add any item to your shopping cart, you'll need to click 'Add Item,' otherwise you'll lose the transaction.

- 5. Once added to your cart on the left hand side of the screen, you can choose the preferred payment method. There is usually a credit card saved on file if necessary.
- Services – Megaformer, spin, privates, etc.
 1. Services – Click the second tab to access all services offered. This will include Classes (megaformer), Cycle, Privates, tanning, etc.
 2. Select Service from Drop town –You will then have to select a secondary dropdown: Item Name
 3. After you select the appropriate service, you'll see the screen below. In order to add any item to your shopping cart, you'll need to click 'Add Item,' otherwise you'll lose the transaction.
 4. Once added to your cart on the left hand side of the screen, you can choose the preferred payment method. There is usually a credit card saved on file if necessary.

6.12 Studio Rules & Guidelines

Studio Availability

- Group Classes take priority over all other timeslots on the schedule. This can vary from Megaformer, or Combo classes. These times and dates can be found on the online MindBody schedule.
- Megaformer Trainers are encouraged to take other Trainers' classes as a continued education, so long as there is an open machine. If a client shows up late, it is your responsibility to give up your machine. There is no cost for an open machine for the Megaformer Trainer.
- Private Training is scheduled under the Appointments section of the MindBody website. These may only be conducted when there are no other group classes scheduled during that timeframe. Only the owners are allowed to schedule a private during a group time. Multiple privates may be held at once, as long as each session is not disturbed.
- We value privates as much as group classes, if there is an instance where there are scheduling conflicts with a private, please discuss this with the Owners so we can help to find a solution.
- Closed Studio – It is highly encouraged for all trainers to train and practice their routines when the studio is closed from group classes. Feel free to meet with other trainers to practice tips and routines. Please remember it is not allowed to have non-trainers in the studio during these hours.

Opening & Closing Procedures

For these procedures, please see opening and closing procedure directions located at the front desk.

Housekeeping

- Cleaning up throughout day – Even though opening and closing trainers do the majority of cleaning, it is your duty during every class to keep the studio clean.
- At the start of your class, make sure all machines are in the same starting position. Make sure the entrance is presentable.
- Wipe any handprints away from the mirrors.
- Pick up cups, clean machines, throw towelettes away, empty trash if it's overflowing, etc.
- During each class, the studio is your responsibility, and we expect our team to take pride in keeping it presentable.
- Lost & Found – When you clean up after class, place any left over items from clients in the lost and found armoire outside the Spin door.

6.13 Studio Conduct & Attire

FitBuddha is our home, and we hope you feel that way too. It is important to us, as a team, to act as one, and for everybody to be on the same page. Our philosophy is that safety and client come first. Below is a list of important points that we expect out of our team, and our clients expect out of us as a studio. We find these points to be the core fundamentals to our FitBuddha community. Please take some time to read through these, and to continue to challenge yourself to be the best trainer you can be:

Be the Best Trainer You Can Be

- Always be a good example by following safety procedure with the machines
- Create true connections with your clients! This is how we build full classes and a loyal following
- Always make your client feel accomplished and proud

Client Names

- Learn the names of the clients! They are our most valuable asset, and more importantly, they are amazing people who truly enjoy coming to your class.
- Knowing their name is the first, and most important step towards making our clients feel welcome in our 'home' and building a connection with them

New Clients

- A new client is the most important client. Remember that this is an intimidating experience, and it may take some people time to expand their comfort zone.
- Take the time to welcome them, introduce yourself, sign them in and brief them on the machine
- Find out if there are any limitations or injuries they may have, and adapt to them.
- During class, pay close attention to them, making sure they have an enjoyable experience by helping with springs, and explaining how to get into moves, and giving them positive encouragement. Be careful to not zero in on the new client too much, and make them feel singled out.
- Approach the new client at the end of class, congratulate/joke with them for surviving, and ask them how their experience was, and LISTEN to their comments.
- Encourage them to come back within 2-3 days of their 1st class for best results. Assure them that the first is the hardest, and the next class will not feel as daunting. **Take this time to explain to them the benefits of various packages and inform them of our referral program so they can get a discount.**
- Always give them a positive experience, we want them to feel 'achieved' after they leave your class

Form & Modifications

- Know the correct form for each move you do in class, and know what modifications you'd suggest depending on various injuries on the body.
- Point out to the entire class when someone has good form, so others can see a proper example and give that client a little boost of confidence.
- Adjust clients in a more private moment if they're not quite practicing correct form. If it's a point that the entire class should hear, tell it at the other end of the room so that client doesn't feel singled out.
- Remind them why this workout works, and when they feel exhausted, that is when they will see ultimate results.

Adjust the Clients, Give Personal Attention

- SERVICE, SERVICE, SERVICE! We are at the clients service, and it is our job to give them the best experience possible!
- Take a moment in each move to pay personal attention to one client at a time. Those moments go a long way with the client, and are important to building a relationship with them.

- Touching a client is at the discretion of the Trainer. Some people are more comfortable touching clients than others. The most important point is to be conscious if the client feels like their space is invaded.
- Give encouragement in some form to every single client in class, as well as the entire group. Pay attention to their facial expressions and how they're receiving your training. They may be feeling overwhelmed and you need to dial it back a bit, where others might not be responding and they appreciate being pumped up.
- Get to know your clients, so you can give them what they want. Set them up for success!

Help the Client with the Machine

- The smallest gesture goes a long way with the clients. When we hand them a strap preparing for the next move, or change their springs for them, or move their handlebars, etc. the client takes note of that.
- Choreograph your routines with transitions in mind. Work it out so the client has to do as little as possible, and can focus on their body and workout, rather than stressing about changing springs or moving from the front to the back repeatedly.
- Use the Mermaid or other exercises that don't require the carriage moving and springs, so you can personally change the springs for the clients. If there's no time to spring change everyone, at least open the platform to remove a step for them.
- Remember to pay close attention to your first time clients, make sure you adjust their machine before any other clients.
- If you know someone has to leave immediately after class, offer to clean the machine for them. The smallest gesture relieves a lot of their stress, and allows the clients to enjoy themselves that much more.

Ambiance & Lighting

- During your classes, the studio is your temple. Be aware of the best lighting for that time of day, and whether the heater or air conditioner should be on.
- Make sure the Buddha fountain is turned on and has enough water and the lamps throughout the studio are turned on.
- Have music prepared for the workout and cool down, try not to let the studio go without some kind of music on to enhance the mood.
- CLEAN UP! Even if it's from the trainer before you.

Music

- Put pride and energy into creating a playlist for your classes. Some clients weigh their entire experience on the trainer's playlist.
- Please be conscious of swear words or inappropriate lyrics that could offend clients.
- Change your music up often, and don't get sucked into the same playlists or you'll lose the energy in class.
- Most of all, be conscious of how your clients are feeling about the music. If you see eye rolling, change it up!
- Always have backup music. Whether your phone dies unexpectedly or the computer logged out of Pandora, be prepared to use another resource.

Routines

- Your routine is one of the main reasons clients are signing up for your class. We highly encourage you to practice your routine on your own during off hours in the studio to understand the difficulty and to better express yourself during class.
- Memorize your routines so you are focusing on the clients instead of your notes and be ready to change it up depending on how the class feels.
- Wear a stopwatch or timex watch to keep track of time.
- Take into account transition time. Also take into account the difficulty of the transitions, and not making the clients make too many adjustments. Make sure the routines flow.

- The goal is to push the clients to the edge, but not past it. Make them feel ACCOMPLISHED!
- Prepare for the next move, while they're in the current move. Repeat, repeat, repeat the next move, and show them how to get into it – especially if you have a newcomer. Give them a countdown while you repeat, so they know how much longer to go.
- ALWAYS name the exercise. If a spring change is in order, include this in your repeat and give them options for beginner and advanced. Did we say repeat the next move?

It's okay to be silent

- Don't fear awkward silences. Most clients are in deep concentration, and appreciate the time to lose themselves into the music. Take this time to move throughout the class and have a personal moment or form adjustment with some of the clients.

Attire

- Please wear appropriate workout attire during classes. Shoes are not allowed on the machines, and wear studio socks as a good example to the clients. Personal hygiene is important. Make sure you are groomed, smell nice and are presentable for all clients.

Working out during classes

- It is inappropriate to stay on the machines during a group class. You can show the clients how to get into moves, or a few tricks, but spend the majority of class moving around the studio and focusing on the clients.
- It is okay to be on the machines during private lessons if the client prefers that, so long as you keep the client top priority (change their springs, make sure they have correct form, etc.).

Inappropriate Language & Negativity

- No swearing!
- Don't speak negatively, whether it's about other clients, trainers or the studio, keep negative comments to yourself. If other clients or trainers are speaking unethically or not keeping the peace, do not involve yourself.
- It's our job to help improve our client's mood and day, that's the best part of our job!

Have Fun!

- You'll quickly learn that you receive equally, if not more value out, of training clients. This is such a rewarding experience, and we know what an amazing person you are. We are thrilled for you to represent FitBuddha, and to help our studio grow. Enjoy yourself during class!

6.14 Purchases & Discounts for Employees

We encourage our Trainers to buy FitBuddha merchandise and help to brand our studio. Trainers receive a 10% discount on all merchandise and class packages. It is also required to inform the Owners of purchases and applying discounts to your own account.

6.15 Client Frequently Asked Questions

I want to freeze my account for X amount of days

- Determine what package client is on. If it is still a 2x/3x/4x/week, extend it by the time asked for as long as request is made before the date has passed. i.e. don't extend after someone gets back from being gone a week and says, "Oh, I was sick and now can you credit me the week". For that you need to refer to

Marcus/Eva. We will probably do it as a ONE TIME Courtesy. Remember, unfortunately, sickness is not a valid excuse for extension.

- If client is on a new FLEX Plan, then unless it is the last week of the FLEX Plan, remind them that they have the full 30 days to use the allotted amount of classes and if, for example, they are going on a trip the last week of their package, it is up to them to use their allotted classes before the end of the month.
- If they are on an expiring Groupon, LivingSocial or Access deal, ONLY extend if they buy their next package at the same time.
- Otherwise, the amount of time provided them to use their classes is sufficient. Again, for clients who REALLY PUSH, refer to Marcus and let him decide on a case by case basis.

I want to stop my auto pay

- Most Auto Pays can be Cancelled at no penalty by the client. However, if they cannot do, we can cancel it for them.

I can't afford the XYZ membership, what do you recommend?

- Classes are affordable when bought in packages or by the month. The most expensive yet longest lasting classes are the 3, 5, 10, 20 and 50 Packs. They range from \$26+ per class (for 3) but then go down significantly the more classes they buy and they are good for a full year.
- For price breakdown for the 30 day FLEX Plans, the cost and cost per class is:
 - FLEX 2: 8 classes for \$135 (\$16.87/class)
 - FLEX 3: 12 classes for \$175 (\$14.58/class)
 - FLEX 4: 16 classes for \$205 (\$12.81/class)
- For the quality of classes and workout we provide, from \$12 to less than \$17 per class is very affordable.

How do I sign up for classes, the computer doesn't work

- Signing up online is THE BEST WAY and only way to assure you get what you ask for. To send in an email or leave a voice message does not guarantee we will be able to add that client to the class of their choice due to availability. If the computer doesn't "work," log out and try again. Rarely, Mindbody will reboot their system, but that is rare and for a short period of time. System is very reliable.

What is the cancelation fee and no show fee? –

- The very essence of our booking system relies on client responsibility of showing up when they make their appointments. Our policy is to CHARGE all those people on Unlimited Packages, being it an INTRO Package or any of our PRE PAY Unlimited Packages, and also our Special Unlimited Packages, such as FIT BUDDHY CAMP, Fit Challenge, Bridal Package etc. ANY PACKAGE where the client has the ability to sign up for a class or 2 every day is subject to a CHARGE for not showing up or Late Cancelling (less than 8 hours before class begins). Client calling to say they are not coming in, does not count, in general. Must be done on computer.
- CHARGES FOR MISSING CLASSES ON UNLIMITED PACKAGES ARE:
 - \$25 Cancellation Fee (same as a No Show)
 - \$15 for Late Cancel. (less than 8 hours before class begins)
- Firm on these charges, because otherwise if these classes show BOOKED and there is no penalty for taking a spot, our business model will fail. When you explain that, people understand.
- There are no charges for no show or late cancel for any packages other than unlimited

7.0 Benefits

7.1 Federal Jury Duty Leave

Fit Buddha encourages team members to fulfill their civic duties related to federal jury duty service. If you are summoned for federal jury duty, notify your Supervisors as soon as possible to make scheduling arrangements.

Time spent for federal jury duty service is unpaid; however, if you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use PTO/vacation in place of unpaid leave.

The Organization will not discriminate or retaliate against team members for missing work due to federal jury service. Upon return to work, you will be reinstated to your prior position without loss of seniority and will be treated as if you have been on a leave of absence or furlough.

7.2 Holidays

Fit Buddha will be closed on the following holidays each year, these days are not paid: Christmas Day.

7.3 Sick Pay

Fit Buddha allows its regular full-time team members who have completed their introductory period 3 sick days per calendar year. Notify your Supervisors as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Supervisors in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Supervisors.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

7.4 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Fit Buddha and provides temporary income for team members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Organization.

7.5 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all team members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Fit Buddha, no matter how slightly, you are to report the incident immediately to your Supervisors. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisors immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.6 Military Leave (USERRA)

Fit Buddha complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisors of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

8.0 Safety and Loss Prevention

8.1 Workplace Tobacco Usage

Fit Buddha is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Organization offices.
- Organization vehicles.
- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.

The Organization also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas. The Organization will not discriminate against team members based on their off-premises, off-duty tobacco usage.

8.2 Drug and Alcohol Policy

Fit Buddha is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Organization to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Organization expressly prohibits team members from engaging in the following activities when they are on duty or conducting Organization business or on Organization premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Organization does not discriminate against team members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Organization Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisors if you believe the medication may impair your job performance, safety, or the safety of others or if you

believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Organization may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.3 General Safety

It is the responsibility of all Fit Buddha team members to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Organization health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Organization also requires that all occupational illnesses or injuries be reported to your Supervisors as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Violence

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of Fit Buddha, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Organization has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Organization property or while performing Organization business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisors, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Fit Buddha team members are required to protect the confidentiality of Organization trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Organization. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisors or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Fit Buddha strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisors immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisors or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Organization as a leader in its field.

California Policies

Hiring and Orientation Policies

Accommodations for Victims of Crime or Abuse

Fit Buddha will provide reasonable accommodations to team members who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Organization.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Organization will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Organization that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

Unpaid Leave

If you are a victim, the Organization will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

Confidentiality

The Organization will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Organization will not retaliate against team members for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Fit Buddha is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of unlawful harassment, discrimination, or retaliation based on the following protected classes: age (40 and over), race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws. The Organization is dedicated to the fulfillment of this policy in regard to all

aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Organization will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Organization will take appropriate corrective and remedial action, if and where warranted. The Organization prohibits retaliation against any team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisors or any other designated member of management.

Policy Against Workplace Harassment

Fit Buddha has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class.

This policy protects all applicants and team members (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's membership in a protected class.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
 - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
 - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance

and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
- Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
- Leering, obscene or vulgar gestures, or sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching, or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation

Retaliation means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify any member of management.

The Organization prohibits retaliation against team members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Organization begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Organization will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Organization will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Organization determines that harassment or discrimination occurred,

corrective action will be taken to effectively end the harassment. As necessary, the Organization may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Organization will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, team members may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: contact.center@dfeh.ca.gov

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://www.eeoc.gov/field-office/sanfrancisco/location>

Wage and Hour Policies

Accommodations for Nursing Mothers

Fit Buddha is required by law to provide requesting team members who are nursing mothers with certain accommodations to express milk. Accordingly, the Organization will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

Requesting Accommodation

If you have the need for accommodation, contact your Supervisors. If the Organization cannot provide break time or a location that complies with the above, the Organization will provide you with a written response.

Break Times

Regarding break times, team members may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

Milk Storage

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator. If a refrigerator cannot be provided, the Organization will provide another cooling device suitable for storing milk. You may also elect to bring a personal cooler for storage.

Retaliation

The Organization will not retaliate against team members who request or obtain an accommodation in accordance with this policy.

Right to File Complaint

If you feel the Organization is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Organization to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Under certain circumstances, the Organization may be relieved of the duty to provide all or some of the above benefits if doing so would impose an undue hardship on the Organization.

Meal and Rest Periods

Fit Buddha strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Supervisors regarding procedures and schedules for meal and rest periods.

The Organization requests that team members observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Supervisors know; in addition, notify your Supervisors as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide team members with an opportunity to be away from work, and team members are not permitted to perform any work during meal and rest periods.

Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your Supervisors to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30-minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Supervisors to waive the second meal period.

See your Supervisors for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisors.

At certain times Fit Buddha may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

All employees are paid twice per month on the 5th and 20th day of the month for the pay period that ends on the previous end of pay period. If a payday falls on a weekend or holiday, you normally will be paid on the last business day before the weekend or holiday.

Review your paycheck for accuracy and report any concerns to your Supervisors immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

Benefits

Reproductive Loss Leave

Fit Buddha will provide eligible team members up to five days of unpaid reproductive loss leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for reproductive loss leave, you must:

- Be employed by the Organization for at least 30 days prior to the start of leave.
- Experience a qualifying reproductive loss event.

Reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

Reasons for Leave

Reproductive loss events include:

- A **failed adoption**, which means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. To be a qualifying event, you must be a person who would have been a parent of the adoptee if the adoption had been completed.
- A **failed surrogacy**, which means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. To be a qualifying event, you must be a person who would have been a parent of a child born as a result of the surrogacy.
- A **miscarriage**. To be a qualifying event, the miscarriage must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- A **stillbirth**. To be a qualifying event, the stillbirth must result from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- An **unsuccessful assisted reproduction**, which means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. To be a qualifying event, the unsuccessful assisted reproduction event must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.

Use of Leave

Eligible team members will be provided up to five days of unpaid leave for a reproductive loss event. The five days of leave do not have to be taken consecutively.

Leave must be completed within three months of the event entitling you to leave. If you experience more than one reproductive loss event within a 12-month period, the maximum amount of reproductive loss leave you can take in a 12-month period is 20 days.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid reproductive loss leave.

Reproductive loss leave will run concurrently with any other leave entitlement when permissible under applicable law.

Notice

Provide notice of your need for reproductive loss leave as soon as practical.

All information received by the Organization regarding your request for reproductive loss leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Bereavement Leave

Fit Buddha will provide eligible team members up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for bereavement leave, you must be employed by the Organization for at least 30 days prior to the start of leave.

Reasons for Leave

Eligible team members may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Use of Leave

Eligible team members will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Organization regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Bone Marrow and Organ Donation Leave

Fit Buddha will provide team members, who have been employed with the Organization for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Organization will also provide team members with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

California Family Rights Act (CFRA) Leave

Fit Buddha provides unpaid family and medical leave to eligible team members in accordance with the California Family Rights Act (CFRA).

Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Organization prior to beginning CFRA leave; and
- You must have worked for the Organization for at least 1,250 hours during the 12-month period immediately before the leave is to start.

Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.

- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave. You will be limited to making this designation once per 12-month period for purposes of CFRA leave.

Leave Usage

Eligible team members may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is a rolling 12-month period that is measured backward from the date any CFRA leave is used. You are required to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. You also are required/ to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Organization.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Organization operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

Certification

Where leave is requested for your own or a covered family member's serious health condition, the Organization may require you to provide certification from your own or the Organization's health care provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Organization may require subsequent recertification of your own serious health condition if additional leave is required.

If the Organization has reason to doubt the validity of the certification provided, the Organization may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by the Organization. If the second opinion differs from the original certification, the Organization may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and the Organization. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the Organization provides you with health benefits under a group health plan, the Organization will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Organization may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Crime Victim Leave

Fit Buddha provides team members who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible team members with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

Fit Buddha will be notified that you have submitted a disability insurance claim.

Jury Duty Leave

Fit Buddha encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisors as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The Organization reserves the right to require team members to provide proof of jury duty service to the extent authorized by law.

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible team members with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of

absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

Paid Sick and Safe Leave (Accrual Method)

Fit Buddha provides paid sick and safe leave to all eligible team members in accordance with California's Healthy Workplaces, Healthy Families Act.

Eligibility

All team members who have worked in California for at least 30 days within a year after beginning employment are entitled to earn sick and safe leave.

Reasons for Leave

Sick and safe leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
- If you are a victim of domestic violence, sexual assault, or stalking, to:
 - Seek legal or equitable relief to help ensure the health, safety, and welfare of you or your child (e.g. a restraining order).
 - Seek medical attention caused by domestic violence, stalking, or sexual assault.
 - Obtain services from a domestic violence shelter, domestic violence program, rape crisis center, or victim services organization or agency.
 - Obtain psychological counseling (including mental health services).
 - Participate in safety planning and take other actions to increase safety from future domestic violence, assault, or stalking, including temporary or permanent relocation.

Family member means:

- Your children (including biological, adopted, or foster children; stepchildren; legal wards; children of a domestic partner; or children to whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse's or registered domestic partner's parents (including biological, adoptive, and foster parents; stepparents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparents.
- Your grandchildren.
- Your siblings.
- A person designated by you at the time you request paid sick and safe leave. You will be limited to making this designation once per 12-month period for purposes of paid sick and safe leave.

Accrual and Usage

Eligible team members begin to accrue sick and safe leave upon employment at a rate of one hour for every 30 hours worked. You may not accrue more than 80 hours (10 days) of leave for any reason. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may begin using sick and safe leave on your 90th day of employment. Once you have accrued 80 hours of leave, you will not accrue any more leave until you use some. You may only use up to 40 hours (five days) of your available sick and safe leave per leave year. For the purposes of this policy, the leave year is calendar year. You may not use more sick and safe leave than you have accrued or receive an

advance of sick and safe leave that has not yet been accrued. Earned but unused sick and safe leave will carry over to the following leave year up to the 80-hour maximum accrual cap.

Compensation

If you are nonexempt, you will be compensated for sick and safe leave at your regular rate of pay. If you are exempt, you will be compensated for sick and safe leave in the same manner as the Organization calculates wages for other forms of paid leave time.

Notice

If your need for leave is foreseeable, you must provide reasonable advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

The Organization may request documentation verifying the appropriate use of leave.

Payment upon Termination

You will not be paid for any unused sick and safe leave when your employment ends.

Reinstatement of Leave upon Rehire

The Organization will reinstate previously accrued, unused sick and safe leave if you separate and are rehired within one year.

Interaction with Other Leave

Sick and safe leave will run concurrently with other types of leave when permitted under applicable law.

Retaliation

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Fit Buddha will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, team members who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Supervisors about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, obtain a leave request form from your Supervisors and return the completed form to your Supervisor. If the need for leave is unforeseeable and you will be absent more than three days, contact your Supervisor by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available paid time off during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Organization, you may also be required to obtain a second and third certification from another health care provider at Organization expense (except for military

care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Organization. All team members who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Organization may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

Benefits

If the Organization provides you with health benefits under a group health plan, the Organization will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Organization may recover the payment for your premiums under certain circumstances.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Organization. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

False Reason for Leave

You will be terminated if you provide a false reason for a leave.

Retaliation

The Organization will not retaliate against team members who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Fit Buddha will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisors, consistent with applicable legal requirements.

Witness Leave

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give Fit Buddha reasonable advance notice.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Organization and a safe, productive, and pleasant workplace.

Marcus and Eva Kettles, Owners

Fit Buddha

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Fit Buddha Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Organization has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Owners of the Organization. I also understand that any delay or failure by the Organization to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Organization or affect the right of the Organization to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Organization representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Organization representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Fit Buddha.

If I have any questions about the content or interpretation of this handbook, I will contact Marcus Kettles.

Signature

Date

Print Name