

# Teammate HANDBOOK



***FITNESS***  
**CONNECTION®**

Dear Teammate,

Welcome to Fitness Connection! We are continuously investing in the development of our Teammates to help us achieve Fitness Connection's Core Values and Company Mission thoughtfully created to serve our Teammates, Members, Guests and communities we serve. We hope you are just as excited to work at Fitness Connection as we are every day, inspired by our **EPIC** values.



**WE ARE EPIC EVERY SINGLE DAY.**

Fitness Connection's Company Mission is to provide a high-value, low price gym that believes in providing an **EPIC** fitness experience to all, including underserved communities, so that we are able to change lives by making a healthier lifestyle more accessible.

The Fitness Connection Teammate Handbook is available in your Paycom Teammate Self Service (also known as Employee Self Service or ESS) profile. This Handbook will provide you with important information about working procedures and policies at Fitness Connection. Please carefully read the content (*in full*) and ask your Manager for help in understanding any portions of the Teammate Handbook. This document sets out the parameters of your employment with us and explains both your rights and our expectations of you as an ambassador of our brand. Understanding these guidelines from the start allows us to move forward in mutual understanding and with clarity of our expectations for each other.

Finally, let us offer you a WARM WELCOME and say "thank you" for joining us and for your ongoing commitment to Fitness Connection. With your help, we can ensure that every Member, Guest and Teammate has an **EPIC** and memorable Fitness Connection experience.



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## ABOUT THE HANDBOOK

Fitness Connection ("Fitness Connection" or the "Company") has prepared this Handbook to provide you with an overview of our Company's policies, benefits, and procedures. The content of this Handbook replaces all previously issued Teammate Handbooks. As a condition of your employment, you must read, understand and comply with all provisions of the Handbook which may be amended from time to time by Fitness Connection, with or without notice and at its sole discretion. If you have any difficulty in reading or understanding any of the provisions of this Handbook, you may contact your Supervisor or the follow internal teams please:

People Team [dallashr@fitnessconnection.com](mailto:dallashr@fitnessconnection.com)

Benefits Team [benefits@fitnessconnection.com](mailto:benefits@fitnessconnection.com)

It is not possible to anticipate every situation that may arise in the workplace, or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this Handbook change from time to time. Accordingly, Fitness Connection reserves the right to revise, supplement or rescind any provision or portion of the Handbook as it deems appropriate, in its sole and absolute discretion. The only exception is our employment-at-will policy permitting you or Fitness Connection to end the employment relationship for any reason at any time. No person other than CEO of Fitness Connection has the authority to enter into an agreement altering your status as an at-will employee. To be valid, such an agreement must be specific, in writing and signed by the CEO of the Company and you.

Employment with Fitness Connection is voluntarily entered into, and you are free to resign at will at any time, with or without cause. Similarly, Fitness Connection may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal, state or local law.

Policies set forth in this Handbook, or future revisions or modifications to it, are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Fitness Connection and any of its Teammates. If there is a conflict between a statement made to you by a management representative and the terms of this Handbook, please contact the People Team.

The policies contained in this Handbook are based on Texas law. If you work for Fitness Connection in another state, there may be a state-specific addendum that applies to you. If there is an addendum for the state in which you work, you are expected to read it and comply with its terms. Note that in the event of a conflict between the terms of this Handbook and the terms of any state-specific addendum, the terms of the addendum will control for Teammates working in that state.

This Handbook is the property of Fitness Connection and it is intended for your use and reference as a Teammate of Fitness Connection. Therefore, this Handbook or future revisions or modification to it may not be circulated outside of Fitness Connection personnel.

**Any violation of any policy contained in this Handbook (including any state-specific addenda to the Handbook) may result in disciplinary action, up to and including termination of your employment.**

# I. TEAMMATE EMPLOYMENT POLICIES

## STATEMENT OF “AT-WILL” EMPLOYMENT STATUS

All Teammates of Fitness Connection are employed “at-will” and are hired at the mutual consent of the Teammate and the Company. This means a Teammate’s employment can be terminated by the Teammate or the Company at any time, with or without notice, and with or without cause. In connection with this policy, the Company reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, change in reporting relationships, reclassification or reassignment. In addition, the Company reserves the right to impose any form of corrective action it deems appropriate. No person other than CEO of the Company has the authority to enter into an agreement altering your status as an at-will employee. To be valid, such an agreement must be specific, in writing and signed by the CEO of the Company and you.

## EQUAL EMPLOYMENT OPPORTUNITY

Fitness Connection is an equal opportunity employer and makes employment decisions on the basis of merit. Fitness Connection prohibits discrimination based on race, color, religion, creed, sex, (including pregnancy, childbirth or related medical conditions), marital status, sexual orientation, gender identity or expression, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, military or veteran’s status, perceived membership in any legally protected class, and/or on any other basis made unlawful by federal, state or local law. This policy extends to all aspects of the Company-Teammate relationship, including but not limited to recruiting, hiring, training, promotion, demotion, transfer, compensation, benefits, corrective action, layoff and discharge.

Fitness Connection’s commitment to diversity, equity and inclusion aligns with the Company’s core values, leadership, and is reflected in its policies. Diversity, equity and inclusion are sponsored at the highest levels of Fitness Connection and initiatives are applicable, but not limited, to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of equity that ensures: (i) diversity is recognized as a business interest, with every level of the organization holding responsibility; (ii) communication is respectful between all Teammates regardless of title or level; (iii) insights of diverse groups are sought and welcomed; (iv) Teammates are not alienated or excluded because they don’t fit into a set of cultural norms; (v) an environment where Teammates feel their background and lifestyle do not affect perceptions of them as a professional, or affect their opportunities for development and promotion; and (vi) the diversity of our workforce is visible at every level of the organization and in every business area.

Teammates should report any issue or concern regarding equal employment opportunity to the People Team, in accordance with the Company’s reporting policies and procedures in this Handbook. Reported concerns will be investigated promptly and appropriate corrective action will be taken if necessary. Fitness Connection prohibits retaliation, harassment, and other adverse actions against anyone who, in good faith, makes a complaint, assists in an investigation, opposes discrimination, or otherwise exercises rights protected by law.

## DISABILITY AND RELIGIOUS ACCOMMODATION

Fitness Connection will make good faith efforts to provide a reasonable accommodation(s) to job applicants and Teammates who are qualified individuals with a disability, unless Fitness Connection finds that such an accommodation(s) would create an undue hardship. Individuals who believe that they are qualified and have a mental or physical impairment that is a disability, as defined by applicable law, should make a request for accommodation from their immediate Supervisor or the People Team.

Upon receipt of an accommodation request, a Fitness Connection representative may meet with the requesting applicant or Teammate to discuss and identify the precise limitations resulting from the impairment and the potential

reasonable accommodation(s) Fitness Connection might make to help overcome those limitations. If there is more than one effective accommodation available, individuals may not receive their preferred accommodation. Fitness Connection may require documentation to support the request, including documentation regarding the impairment and the limitations. The Teammate's immediate Supervisor, the People Team, and any other individuals having a need to know (e.g., the Teammate's indirect supervisors, etc.), will review the request and any supporting documentation to determine the feasibility of the requested accommodation(s) and will discuss the results of such review with the requesting Teammate.

Fitness Connection will also make reasonable accommodations for a Teammate's sincerely held religious belief(s), unless Fitness Connection finds that such an accommodation would create an undue hardship. If there is more than one effective accommodation available, individuals may not receive their preferred accommodation. Reasonable accommodations may include a change in the work environment or in the way tasks or responsibilities are customarily performed in a manner that enables a Teammate to participate in the Teammate's religious practice or belief without undue hardship on the conduct of Fitness Connection's business or operations. Teammates should request a religious accommodation from their immediate Supervisor or the People Team. Fitness Connection may require documentation to support the request.

## **HARASSMENT, DISCRIMINATION AND RETALIATION**

*Fitness Connection is committed to providing a work environment that is free of harassment and discrimination.* In keeping with this commitment, Fitness Connection maintains a strict policy prohibiting all forms of unlawful harassment, including sexual harassment, and harassment based on race, color, religion creed, sex, (including pregnancy, childbirth or related medical conditions), marital status, sexual orientation, gender identity or expression, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, military or veteran's status, or any other characteristic protected by federal, state, or local law. This policy applies to all Teammates, including Management and non-Management Teammates, and to non-Teammates who engage in unlawful harassment in the workplace. It also extends to harassment of or by Vendors, independent contractors, and others doing business with the Company. It prohibits unlawful harassment in any form, including verbal, physical, and visual harassment, and prohibits retaliation of any kind against individuals who file complaints in good faith or who assist in a Company investigation. This policy also prohibits retaliation for engaging in legally protected conduct, such as engaging in concerted Teammate activity or other conduct protected by the National Labor Relations Act.

### **Sexual Harassment Defined**

Sexual harassment is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is either an express or implied condition of employment (for example: employment, pay raises, corrective action, promotions, transfers, terminations, etc.);
- Submission to or rejection of such conduct is used as the basis for an employment decision that affects the harassed Teammate (for example: poor job evaluations or refusal to increase compensation as a result of rejection of such conduct); or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment (for example: lewd/dirty jokes and comments, nude pictures, obscene gestures, etc.).

### **Examples of Sexual Harassment**

- Unwelcome verbal conduct, such as epithets, derogatory comments, slurs, propositions of a sexual nature or unwanted sexual advances, invitations or comments.
- Unwelcome displays of affection or familiarity.
- Sexually offensive or explicit jokes or innuendoes via any form of communication.

- Unwelcome visual conduct, such as derogatory posters, pictures, cartoons, drawings or gestures.
- Unwelcome physical conduct or contact, such as assault or blocking normal movement.

In addition to the foregoing, no Teammate may threaten or insinuate, either explicitly or implicitly, that a Teammate's refusal to submit to sexual advances will adversely affect that Teammate's employment, wages, advancement, duties, shifts, or other conditions of employment or career development. Inappropriate comments, conduct, or material may be considered harassment if, among other things, they relate to a legally protected characteristic (such as race, religion, sexual orientation, or disability) and the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Any Teammate or other person who believes they have been harassed or discriminated against by a co-worker, Supervisor, Member, Guest, Vendor, or agent of Fitness Connection, or who becomes aware of any such harassment or discrimination, should promptly report the incident and the names of the individuals involved. While Teammates have the option of discussing the matter with their immediate Supervisor and exercising the Company's Open Door Policy (see below for more detail), all harassment and discrimination complaints must also be reported to the People Team. Prompt steps will be taken to investigate in a thorough and objective manner and to correct any violations. Complaints will be handled in a confidential manner to the extent possible, consistent with a thorough investigation and handling of the matter.

No retaliation of any kind will be permitted against anyone as a result of making a good faith complaint of harassment or discrimination or participating in an investigation.

#### **Events and Activities Involving Minors**

Fitness Connection hosts certain events involving minors (*i.e.*, individuals under 18 years of age), including activities in its Kids Clubs. In connection with those events and activities, Teammates have a responsibility to ensure the safety and security of our younger Guests and volunteers. Further, Fitness Connection is required to report to state and local law enforcement authorities any incident where there is cause to believe that abuse or neglect of a minor has occurred.

All Teammates are required to immediately report to the People Team any incident involving abuse or neglect of a minor. In addition to any internal disciplinary action, failure to report such an incident to the proper authorities may also be a criminal offense subjecting the violator to personal criminal liability.

## **TEAMMATE CATEGORIES**

#### **Full-Time Teammates**

A full-time Teammate is one who regularly works an average of thirty (30) or more hours per week.

#### **Part-Time Teammates**

A part-time Teammate is one who regularly works an average of less than thirty (30) hours per week. Part-time Teammates are not eligible for Company benefits except as expressly described herein.

#### **Exempt Teammates**

Exempt status is determined by federal law. In general, exempt Teammates are those engaged in executive, managerial, and certain administrative and professional jobs who are paid a certain level of base salary and perform certain duties. Exempt Teammates are not subject to the minimum wage and overtime laws.

#### **Non-Exempt Teammates**

Non-exempt Teammates are entitled to be paid at least the legal minimum wage per hour and are also entitled to overtime pay under specific provisions of federal and state wage and hour laws.



## Temporary Staffing Agencies

All individuals paid through a temporary staffing agency are employees of that agency and not of Fitness Connection. They are therefore ineligible for Company benefits.

You will be advised of your employment classification at the time of hire and upon any change in status. Regardless of your status, you are employed at-will and your employment relationship can be terminated by the Company or you at any time, with or without cause.

## EARNING FULL-TIME OR PART-TIME STATUS

Under the ACA regulations, Fitness Connection is required to track hours worked during a specific 12-month measurement period for all hourly Teammates upon hire in order to determine benefit eligibility. The measurement period for all new hires begins the first of the month following the hire date. Teammates who do not work an average of thirty (30) or more hours per week will be considered part-time and will not be eligible for benefits. The hours worked by hourly Teammates will continue to be evaluated on an on-going basis for purposes of benefit eligibility.

## TEAMMATE PERSONNEL FILES

Fitness Connection maintains a personnel file for each of its Teammates. Active Teammates who wish to review their own personnel file should contact the People Team. Unless otherwise required by law, with reasonable advance notice, Teammates may review their own personnel files in Fitness Connection's offices and in the presence of an individual appointed by Fitness Connection to maintain the files. The personnel file may include information such as the Teammates job application, resume, records of training, documentation of performance reviews and pay changes, and other employment records.

## PAYDAYS AND WORKWEEKS

Fitness Connection Teammates are paid semi-monthly. The pay periods are the 1<sup>st</sup> through the 15<sup>th</sup> of the month (paid on or before the 25<sup>th</sup> of the same month), and the 16<sup>th</sup> through the last day of the month (paid on or before the 10<sup>th</sup> of the following month). The workweek for Payroll purposes begins at 12:00 a.m. on Sunday and ends at the completion of the following Saturday.

Hourly Teammates are responsible for ensuring that their clock-in and clock-out entries accurately reflect all hours worked. In the event that there is an error in the amount of pay reported or received, the Teammate should promptly bring the discrepancy to the attention of their Supervisor, Department Manager or the Payroll Department so that the correction(s) can be made as quickly as possible. In order to ensure that all wages are paid on a timely basis, each Teammate must timely complete and submit a Form W-4 and any other information requested by the Company.

In the event that a regularly scheduled payday falls on a holiday or weekend, Teammates will receive pay on the first available date prior to the scheduled pay date (e.g., if the scheduled Friday is a bank holiday, pay would be issued on the prior Thursday).

## METHOD OF PAYMENT

Teammates may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company via their online employee portal. If you choose direct deposit, your semi-monthly check will be deposited into your checking or savings account, or split between multiple accounts as you instruct. Any court-ordered wage garnishments will be processed as required by law.

Teammates who enroll in direct deposit will not receive a paper paystub but will be able to view and print their current and prior wage statements online. Teammates who do not elect direct deposition will be issued a paper paycheck.

## TEAMMATE TIMEKEEPING

Fitness Connection provides non-exempt Teammates with an electronic timekeeping system (via the online employee portal) to accurately record all hours worked. This electronic timekeeping device records all time worked and provides the basis for calculating all compensation due. Unless a separate policy is applicable to your department, the following rules must be observed regarding timekeeping:

- All clock-in entries should be made immediately before beginning work, and all clock-out time entries should be made immediately after concluding work.
- Teammates should not begin work or clock-in earlier than five (5) minutes before their scheduled shift, or work or clock out later than five (5) minutes after the end of their scheduled shift, unless they receive prior approval from their Supervisor. Violation of this rule may result in corrective action.
- Teammates must clock in for and report all hours worked. No “off the clock” work is allowed, and no Teammate may volunteer to work on their own time for any reason. Under-reporting and over-reporting hours worked, for any reason, is strictly prohibited. If you are ever asked or instructed to work “off the clock,” or to under-report or over-report hours worked, or if you become aware of such a situation, you must immediately report it to the People Team. Certain voluntary charitable functions outside of the workplace may be an exception to this rule, provided the Teammate engages in duties different than their regular job.
- Teammates must clock out for all meal periods in excess of 30 minutes or when leaving the premises for personal reasons.
- Overtime must be authorized by the Teammate’s Supervisor before it is worked. Working overtime without prior authorization is a violation of this policy and may result in corrective action. (See Overtime policy below for more detail.)
- Any time entry mistakes must be addressed and corrected by the appropriate supervisor and the affected Teammate promptly.
- Teammates are prohibited from clocking in or out for any other Teammate.
- Any falsification of time records is strictly prohibited.

Time spent attending voluntary or non-business-related events is unpaid when attendance at such events is not required. For example, time spent voluntarily attending a non-mandatory holiday party is unpaid time.

Each Teammate is responsible for checking the accuracy and completeness of their own time entries and making the necessary corrections on a timely basis (within the pay period of discrepancy, if possible). Should you have any questions regarding this policy, please contact the People Team.

## MEAL PERIOD & REST BREAKS

To ensure Teammates are well rested and refreshed during their shifts, Fitness Connection provides meal periods and rest breaks to Club Teammates. Below are the Company’s general policies regarding meal periods and rest breaks.

### **Meal Periods**

Fitness Connection provides meal periods to Teammates in accordance with applicable law. Uninterrupted meal periods in excess of 30 minutes are unpaid and do not count as hours worked when calculating overtime pay. Teammates must clock out during their meal period and cannot remain in their work areas or perform any work during this time.

### **Rest Breaks**

Fitness Connection provides rest breaks to Teammates in accordance with applicable law. Given the nature of the business, Teammates must let their Supervisor on duty know when they plan to take a rest break during their shift,

and work with their Supervisor on timing in order to minimize disruption to Company operations. Rest breaks are on-the-clock and must not exceed 10 minutes. Teammates should arrange any incidental personal activities that are carried out at work to correspond with their rest break, as practicable. Rest breaks should be taken in the middle of work periods and may not be combined with a meal period. Additionally, meal periods and rest breaks must never be taken at the beginning or end of a shift.

Teammates and their Supervisors are expected to anticipate the need to take rest periods and coordinate them as business necessitates.

## NURSING MOTHERS

Fitness Connection is committed to providing a caring environment for all Teammates that simultaneously aligns with the Company's inclusion initiative. This policy establishes a "Mother-Friendly" Teammate worksite lactation support program. Fitness Connection recognizes that breastfeeding a baby is a basic and important act of nature and must be encouraged in the interest of the mother and child's health. Fitness Connection also recognizes a mother's responsibility to both her job and her child upon returning to work and acknowledges the benefits that breastfeeding brings to families, employers and society in general.

### Atmosphere of Support

Fitness Connection supports worksite breastfeeding and/or expression of a mother's milk and encourages Teammates and Management to have a positive and accepting attitude toward this practice. Discrimination or harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated. Fitness Connection specifically prohibits the following:

- Adverse employment actions of any kind as a result of reasonable time used for lactation
- Acts of discrimination or retaliation against lactating mothers or those who may become lactating mothers
- Disapproving comments or criticisms of staff who use reasonable time for lactation
- Jokes, comments, or ridicule that may result in embarrassment for lactating mothers or other staff

### Time and Leave

Work schedule and work pattern flexibility will be provided to accommodate reasonable break times for a Teammate to express breastmilk for her nursing child or to breastfeed, each time such Teammate has the need to express milk or breastfeed, for up to one (1) year after the child's birth, unless additional time is required under applicable state law.

- Lactating mothers may use time during their standard workday for milk expression. For non-exempt Teammates, this may include various combinations of standard paid break periods, lunch periods, and unpaid breaks as reasonably necessary. Exempt Teammates may take breaks as needed for such purpose.
- For non-exempt Teammates, lactation time beyond the regular paid break time is unpaid and will be communicated between the Teammate and their Supervisor for approval. The Teammate's Supervisor will provide the Teammate with the appropriate clock in and out procedures, if necessary
- Non-exempt Teammates may make up any unpaid time off for milk expression, if desired, as determined and approved by their supervisors. Scheduling will be arranged on a case-by-case basis and be based on the specific needs of the Teammate. Supervisors are responsible for ensuring that the duties of the lactating Teammate are covered during their expression breaks

### Facilities, Including Breastmilk Storage

Fitness Connection will provide a private, accessible area that is not a bathroom, reasonably free from dirt and pollution, and that is shielded from view and free from intrusion from coworkers and the public, for the purpose of expressing breastmilk or breastfeeding. Additionally, a Teammate may choose to use a private office or other space, identified in consultation with her Supervisor, if a dedicated space is not feasible.

Teammates may store their labeled pump and supply equipment in lockers or, if a locker is not available, they can store their equipment as instructed by their Supervisor. As with any personal item, handling and supervision of the pump and supply equipment is the sole responsibility of the Teammate.

If Teammates have questions or concerns regarding this policy, please contact the People Team.

## TRAVEL POLICY

All Teammates will be reimbursed for all reasonable travel-related costs incurred, per our Travel Policy

## OVERTIME

Non-exempt Teammates may be required to work overtime. All overtime must be approved by your Supervisor in advance of the hours being worked. Working overtime without prior authorization may result in corrective action, up to and including termination.

Fitness Connection follows applicable state and federal laws regarding the calculation and payment of overtime. Generally, overtime is defined as any hours worked in excess of 40 hours in a given workweek. Teammates will receive one and one half (1 ½) times their regular hourly rate for time worked over 40 hours in a workweek. Fitness Connection does not permit non-exempt Teammates to take time off in lieu of receiving overtime pay.

If a non-exempt Teammate has two (2) or more different pay rates during the workweek and works overtime, the Teammate will receive one and one half times the regular hourly rate associated with the job that caused the overtime to occur. Where required by law, the regular hourly rate will be calculated using the weighted average method, taking into account the Teammate's different hourly rates, hours worked and other pay that must be considered by law.

Exempt Teammates are paid a fixed salary that is intended to cover all of the compensation to which they are entitled, regardless of the number of hours worked. Because they are exempt, such Teammates are not entitled to additional compensation or time off for hours worked.

## ADMINISTRATIVE PAY CORRECTIONS

Fitness Connection takes all reasonable steps to ensure its Teammates receive the correct amount of pay in each paycheck and that Teammates are paid promptly on the scheduled payday.

Review your pay stub when you receive it. In the event there is an error in the amount of pay (e.g., overpayment, underpayment, or improper deduction), you should promptly bring the discrepancy to the attention of your Supervisor (prior to the next pay period if possible). If no action is taken or you believe the action taken is incorrect, contact the People Team so that corrections can be made as quickly as possible.

Every report of a pay error will be investigated and errors found will be corrected. In addition, the Company will not allow any form of retaliation against Teammates who report alleged violations of this policy or who cooperate in the Company's investigation of such reports.

## WORK SCHEDULES

Teammates are expected to follow and work their assigned schedules. It may be necessary at times for Fitness Connection to modify a Teammate's work assignments or schedule, and Fitness Connection reserves the right to assign Teammates to work hours consistent with the demands of the business. This may result in the Teammate working more or less than their scheduled hours, working a variety of shifts, or working on days previously scheduled to be off. Management approval must be received prior to changing schedules with a co-worker.

## ACTIVE NO PAY REPORT

There are times when Teammates fail to report for duty or contact Management regarding their employment status. Fitness Connection must ensure its employment roster is accurate for various reasons, including but not limited to Club scheduling, benefits management, unemployment insurance, and overall data integrity.

The Payroll Team will run an 'Active No Pay Report' every month. Teammates who appear on the Active – No Pay Report for three (3) consecutive pay periods will be separated, unless they are on an approved leave or unless otherwise prohibited by law.

## EMPLOYMENT VERIFICATION AND/OR REFERENCES

All requests for employment verifications and/or references must be directed to The Work Number [www.theworknumber.com](http://www.theworknumber.com):

- Employer Name: Titan Fitness DBA Fitness Connection
- Employer Code: 25639
- Teammate User ID: SSN (your social security number)
- Teammate Default PIN: last 4 SSN + 4 digit birth year (8 digits in total)

In response to a request for employment verification and/or references through The Work Number, Fitness Connection's policy is to provide only the dates of employment and the title of the position last held. Fitness Connection may, in its discretion, release additional information after express written or email authorization by the former Teammate.

## ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are crucial to Fitness Connection's efficient operation. Without commitment to a policy of prompt and ready attendance at work, we will be unable to meet our goal of providing exceptional Guest service. To accomplish this goal, we require all Teammates to strictly follow our procedures regarding tardiness, leaving early, and absenteeism.

Among other things, tardiness, leaving a scheduled or unscheduled shift early, or returning late from a break without a Supervisor's permission are prohibited. In the event that a Teammate is unable to arrive at work on time as scheduled, the Teammate must provide their Supervisor with reasonable notice of tardiness, which in most circumstances will be at least 30 minutes prior to the Teammate's scheduled shift. Repeated tardiness or failure to properly notify a Supervisor within the time guideline set out above or leaving work early without advance permission, may subject a Teammate to corrective action, up to and including termination.

If the Teammate is unable to report to work as scheduled due to sickness or other emergency, they must notify their Supervisor as soon as possible, which in most circumstances will be at least two (2) hours before the scheduled shift. In an extreme emergency where the Teammate is unable to come to the phone, they should have someone else notify their Supervisor of the absence within the same timeframe. If the Supervisor is unavailable, the Teammate or their representative should leave a voicemail explaining the situation. To protect the health of our Members and Teammates, Fitness Connection expects Teammates to take time off if they are sick.

Absences of more than three (3) consecutive scheduled shifts without proper notification (i.e., no-call/ no-show) will generally be considered a voluntary resignation due to job abandonment. In extreme circumstances, Fitness Connection will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

For absences of more than three (3) consecutive workdays, you may be required to provide a physician's note in order for you to return to work.

Fitness Connection has complete discretion to determine when absences or tardiness are excessive and what, if any, corrective action is appropriate

This policy will be applied in accordance with applicable laws regarding, among other things, disabilities and reasonable accommodations. However, due to the nature of Fitness Connections' business, regular attendance and promptness are considered indispensable to the ability of each Teammate to perform their essential job functions.

## CELL PHONE/MOBILE DEVICE USE/RECORDINGS

Although Teammates are permitted to carry their mobile phone or smartphone on their person while working, the use of such devices for personal reasons is limited to approved Rest Breaks and Meal Periods only. Further, such devices must be kept out of view of Members and Guests at all times. If a Teammate has an urgent situation that requires use of their phone while working (e.g., pregnant spouse, etc.), they must receive prior approval from their Supervisor for such use. In those cases, the mobile device still should not be visible to Members. It should be kept in the Teammate's pocket and the ringer and/or alarm should be set on "vibrate" mode. Teammates are encouraged to leave other valuables at home to reduce the risk of theft or loss. The Company assumes no responsibility for the theft, loss or damages of Teammates' personal property.

Any use of a cell phone, camera phone or other digital or electronic device for taking photos or videos may only occur in public areas of the Club during non-working time unless otherwise authorized by Fitness Connection (or requested by a Guest, e.g., to take a photo of an event). Due to the potential for issues such as invasion of privacy (Teammate and Member), sexual or other harassment (as defined by our harassment and discrimination policies in this Handbook), protection of proprietary materials and operations, Teammates may not take, distribute, or post pictures, videos, or audio recordings of non-public areas. Further, recording Fitness Connection meetings or conversations without express authorization of the other parties involved is prohibited. An exception to the rule concerning pictures and recordings of work areas would be to engage in activity protected by the National Labor Relations Act, including, for example, taking pictures or making recordings of health, safety, and/or working condition concerns, or of a strike, protest, or other protected concerted activities. Under no circumstances may the display of pornographic material, nudity or other sexually suggestive images on a camera or mobile device be shown while on Company premises.

Teammates who drive a motor vehicle during the course of their workday or while performing work-related errands are strictly prohibited from using a cell phone or other mobile device while driving, unless the device has a designated hands-free function. Any device used while driving must be configured to allow hands free listening and talking. When driving a vehicle, Teammates are not permitted to send or read text or email messages. Teammates should also refrain from using a mobile device in adverse weather or traffic conditions. Teammates must also abide by state and local laws regarding use of mobile devices.

**See also Fitness Connection's Bring Your Own Device policy (as may be amended from time to time), which is incorporated herein by reference.**

## PERSONAL RELATIONSHIPS BETWEEN TEAMMATES

Personal relationships between Teammates, romantic or otherwise, have the potential to cause conflicts of interest, distractions that interfere with productivity, and potential charges of harassment or unfair treatment. Fitness Connection reserves the right to address the employment status of any Teammate whose outside relationship(s) has an actual or potential adverse impact on Fitness Connection.

Supervisors are prohibited from dating or pursuing or maintaining a romantic or sexual relationship with Teammates whom they supervise, either directly or indirectly. Supervisors are also prohibited from cohabitating with Teammates whom they supervise, either directly or indirectly. Any such prohibited relationship or cohabitation must be reported to Fitness Connection immediately.

If a Teammate is currently involved in a romantic or sexual relationship with a co-worker (i.e., not a Teammate they directly or indirectly supervise, or to whom they directly or indirectly report), or if a Teammate becomes interested in engaging in such a relationship, they must advise their Supervisor and complete Fitness Connection's Relationship Disclosure Form.

Teammates who engage in personal, romantic or sexual relationships with Members (or Guests) are expected to maintain professional behavior in the workplace and refrain from any behaviors that may cause a conflict of interest or operational disruption.

## HIRING OF RELATIVES AND OTHER CLOSE RELATIONSHIPS

The employment of relatives and other individuals who have a close relationship at the same Club or in the same Team Support Center may cause conflicts of interest and problems with favoritism and Teammate morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. In the event of actual or potential problems related to the employment of Teammates who maintain a familial or close relationship, Fitness Connection will take prompt action within its sole discretion. This can include position change or, if necessary, termination of employment for one or both of the individuals involved.

Managers may not supervise, either directly or indirectly, a relative at the same Club or in the same Team Support Center Department. For purposes of this policy, the term “relative” includes, but is not necessarily limited to, a spouse, domestic partner, parent, child, brother, sister, grandparent, cousin, corresponding relatives resulting from in-law or step relations, individuals with whom the manager is cohabitating, and similar close relationships, as determined by Fitness Connection within its discretion.

## JOB POSTINGS AND INTERNAL APPLICANTS

While Fitness Connection reserves the right to fill job positions without posting to meet its business needs, Fitness Connection typically utilizes a job posting process to support our business needs and the career development of our Teammates. Depending upon the nature of the search, some job postings may be opened internally and externally. A job posting often provides Supervisors with an effective way to identify qualified internal Teammates. It also provides an opportunity for Teammates to advance their careers with Fitness Connection by applying for open opportunities. Teammates are encouraged to discuss their career goals with their Supervisor and the People Team in advance of applying for open positions.

### Eligibility to Apply

You may apply for any posted position, provided you meet the following eligibility requirements:

- You must notify your current Supervisor or Department Head (Team Support Center) of your intention to apply for the posted position.
- Your performance must meet current position expectations.
- You must meet the minimum qualifications as stated in the job posting; and
- You must be in good standing including, but not limited to, you may not be on any type of improvement plan or subject to any corrective action for performance within 60 of the posting of such position (or such other timeframe as set forth by the People Team)

## INTERNAL TRANSFERS

Fitness Connection supports Teammate transfers for personal reasons, advancement opportunities and to cover business needs. Approval will be subject to availability of positions and business considerations. Teammates who voluntarily relocate themselves are not guaranteed a position at another Club.

### Requirements and Approval Process for Transfers

- If you are interested in transferring to another Club or Department, notify your current Supervisor or Department Head of such interests.
- Your performance must meet current position expectations.
- You must be in a good standing (i.e., not on any type of improvement plan or under any corrective action for performance, attendance, or conduct).



- Your current Supervisor will provide confirmation once the transfer is approved and will initiate a Personnel Action Form (PAF) to complete the transfer process.
- The effective date and wage adjustment (if applicable) of the transfer will always occur on the first day of the pay period.

## APPEARANCE AND GROOMING POLICY FOR TEAMMATES

At Fitness Connection, we must strive to exceed our Members' and Guests' expectations in every respect. There are many different interpretations and perceptions of appropriate attire and appearance. We respect our Teammate's right to individual expression. However, our intention is to provide the Fitness Connection team with some guidelines as to what represents an appropriate presentation to Members and Guests so that Teammates' professional attire is suitable and does not interfere with their safety or the safety of others. For more details about the appearance and grooming guidelines, **see Fitness Connection's Appearance and Grooming Policy (as may be amended from time to time), which is incorporated herein by reference.**

## WORKPLACE ETIQUETTE

Fitness Connection strives to maintain a positive work environment where Teammates treat everyone in the workplace with respect and professionalism. Teammates are expected to perform their work in a cooperative manner with Management/Supervisors, coworkers, Vendors, and Guests. Sometimes issues arise when Teammates are unaware that their behavior in the workplace is disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to their attention. In most cases, common sense will dictate an appropriate resolution. Fitness Connection encourages all Teammates to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another Teammate's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard-and-fast work rules with corrective consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment.

- In the breakroom; wash cups, dishes, and utensils after use.
- Clean offices and return them to a neat, orderly condition immediately after use.
- Remove all papers, cups, plates, leftover food, etc., and thoroughly wipe down tables if food was eaten during a meeting.
- Keep the area around the copy machine and printer orderly and picked up.
- Be conscious of how your voice travels and try to lower the volume of your voice when talking on the phone or to others in open areas.
- Keep socializing to a minimum and try to conduct conversations in areas where the noise will not be distracting to others.
- Notify your Supervisor immediately of any damage to office equipment or fixtures so that appropriate repairs can be made quickly.

## CORRECTIVE ACTION AND STANDARDS OF CONDUCT

Fitness Connection may impose corrective action whenever it determines such action is necessary or appropriate. Corrective action may take various forms, including verbal or written counseling, suspension, demotion, transfer, reassignment or termination. The corrective action imposed will depend on the circumstances of each case; therefore, corrective action will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, a Teammate may be discharged immediately.



Every organization must have certain standards of conduct to guide the behavior of Teammates. Although there is no possible way to identify every rule of conduct, we expect our Teammates to uphold our core values and be EPIC every day. The standards of conduct contained in this policy apply to all Teammates while on Company property and/or while conducting Company business (whether on or off Company property).



**WE ARE EPIC EVERY SINGLE DAY.**

The following is an illustrative list of conduct that may result in corrective action, up to and including termination. It is not intended to be comprehensive, nor to limit the Company's right to impose corrective action for any other conduct it deems inappropriate

- Being insubordinate, threatening, intimidating, disrespectful, unprofessional, or assaulting or engaging in other serious misconduct toward a co-worker, Supervisor, Member, Guest or Vendor.
- Falsification of, or intentionally omitting material information from forms, records or reports, including reports or applications to government agencies.
- Falsification of, or intentionally omitting material information from, time sheets, travel expense statements, employment application materials, Guest or Member records, or other Company records.
- Embezzlement or mishandling of any Fitness Connection funds.
- Theft, unauthorized possession, or use of Company, Member, Guest or Teammate property, including failure to report or turn in lost and found items.
- Involvement in any illegal activities on Fitness Connection premises or in connection with Company business.
- Unlawful conduct or conduct that violates Fitness Connection policies off the premises or during non-working hours that affects the Teammate's relationship to their job, their fellow Teammates, Supervisors, Guests, Members or Fitness Connection's service or property.
- Engaging in inappropriate or unprofessional interactions with Teammates, whether at the workplace or elsewhere.
- Willful damage or destruction to Fitness Connection property or the property of other Teammates, Members, Guests or visitors to the workplace, including defacing, destroying or removing employer posted signs or notices.
- Carrying or using firearms, explosives or other dangerous weapons or materials on Fitness Connection premises, except as permitted under state or local law.
- Acts or threats of violence, fighting, provoking others to fight or participating in horseplay or boisterous or disruptive activity in the workplace.
- Refusal or failure to perform assigned work or Supervisor's instructions, or any act of insubordination, or threatening behavior toward a Supervisor or other Teammates.

- Sleeping while on duty, unless a medical condition documented by a medical provider has been disclosed by the Teammate.
- Disclosure of Fitness Connection's confidential and/or proprietary information.
- Any violation of local, state or federal laws, statutes or regulations.
- Violation of any Fitness Connections personnel policies, whether located in this Handbook or elsewhere, including but not limited to Fitness Connection's Equal Employment Opportunity policy, and Harassment, Discrimination, and Retaliation policy, and Conflict of Interest policy.
- Violation of Fitness Connection's safety policies and rules.
- Unsatisfactory performance or conduct that does not satisfy the Company's expectations.
- Acting as an official Fitness Connection spokesperson to the media, or via social media, without express consent to do so from the CEO of Fitness Connection.
- Publicly displaying or expressing a negative attitude or demeanor towards Members, Guests or Vendors that impacts the work environment, Teammate(s) and/or team.

Nothing in this policy is intended to preclude or dissuade Teammates in any way from engaging in legally protected activities, including communicating with co-workers or seeking representation or legal help with regard to wages, hours, or other terms and conditions of a Teammate's own or a co-worker's employment. Moreover, nothing in this policy prohibits any communication with any governmental official or representative in connection with their legal duties.

## CONFIDENTIALITY / NON-DISCLOSURE GUIDELINES

**See Fitness Connection's Confidentiality and Return of Company Property Agreement (as may be amended from time to time), which is incorporated herein by reference.**

## OPEN-DOOR POLICY

Fitness Connection actively promotes ongoing, open communication between our Teammates and Management. We believe that good and ongoing communication is essential to the wellbeing of our Company and that problems, concerns or complaints that are left unresolved negatively impact your work and the Company's work environment. Anyone who has a concern, question or suggestion is urged to bring it to the attention of their Supervisor immediately. If you are unable to discuss your concerns with your immediate Supervisor, the Company has established an "Open Door Policy." This policy is an integral part of our practice of open communication, and we encourage its utilization, without fear of retaliation.

- Step 1: Immediate Supervisor
- Step 2: Club Manager (Club level only)
- Step 3: District Manager / Department Head
- Step 4: People Team

While we encourage Teammates to follow the above procedure whenever possible, we realize there may be times when a Teammate may feel uncomfortable voicing concerns to specific individuals. The most important aspect of the Open-Door Policy is that the Teammate's concerns be addressed. If the Teammate wishes to do so, they may talk to any individual in the chain of command, in any order. The Company will deal with reported concerns in a manner that preserves confidentiality to the extent consistent with a thorough investigation and handling of the matter. In addition, Teammates who in good faith utilize the Open-Door Policy or who cooperate in an investigation into any alleged concerns will not be subjected to any form of retaliation.

## TEAMMATE HOTLINE

If you are not comfortable discussing your concerns in person with any level of the chain of command outlined in the Open Door Policy, you are encouraged to use the Fitness Connection account <https://www.ethcomp.com/FCHotline/submit/en-us>. This system enables each Teammate to submit a report via the web anonymously (if you so choose) or by calling the toll-free number 1-866-964-8182 that is forwarded to a call center, available 24 hours a day, seven days a week. This service is an enhancement, not a replacement, of our current Teammate support systems, as well as our current policies and procedures. Please feel free to utilize this system if you are not comfortable using our current procedures.

The workplace concerns you may report via the methods listed above include, but are not limited to: harassment, Teammate mistreatment, poor Guest service, unfair labor practice, discrimination, threatening behaviors, unsafe work conditions, industrial accidents, vandalism, workplace violence, workplace substance abuse, domestic violence, theft, fraud, ethical violations, wage and hour violations or concerns, off-the-clock violations and compliance violations.

Your confidential report will instantly be forwarded to the appropriate individuals within our organization. You can call 1-866-964-8182 or log in to <https://www.ethcomp.com/FCHotline/submit/en-us> check report status.

Fitness Connection will attempt to treat all internal complaints and their investigations as confidentially as possible, recognizing, however, that in the course of investigating and resolving internal complaints, some dissemination of information to others may be necessary.

## DRUG, ALCOHOL AND SUBSTANCE ABUSE POLICY

It is Fitness Connection's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, Teammates are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner. Teammates whose positions with Fitness Connection require driving on Company business may be removed from such positions if found to have been driving, whether on duty or off duty, under the influence of alcohol or drugs (including illegal drugs, or prescription or over-the-counter drugs if used other than as prescribed or in an unsafe manner).

### **Illegal Drugs:**

The use, possession, purchase, attempted purchase, transfer, attempted transfer or manufacture of any illegal drug by a Teammate is prohibited on Fitness Connection's premises, in any Company-controlled areas, while driving on Company time, while operating Fitness Connection equipment, and while performing any Fitness Connection business or work. Examples of illegal drugs include cocaine, marijuana, and prescription drugs not lawfully obtained.

Please note that state laws decriminalizing marijuana for those with a prescription or for personal use have no impact on Fitness Connection's policy prohibiting the possession or use of marijuana at work, being under the influence of marijuana at work, or having any detectable level of marijuana in a Teammate's system, unless required under state law. Most state laws do not require Fitness Connection to accommodate the medical use of marijuana, and marijuana is still illegal under federal law, with or without a prescription.

### **Prescription and Over-The-Counter Drugs:**

Except for marijuana, which is addressed above, legal drugs are those prescribed by a physician or over-the-counter drugs that are legally obtained by the Teammate and used for the purpose for which they were prescribed and sold. Even legal drugs can affect the safety of a Teammate, co-workers or the public. Therefore, any Teammate who is taking a legal drug that might impair safety, performance, or any motor functions must advise their Supervisor before reporting to work under the influence of that medication. Teammates using medication prescribed by a licensed physician may be required to provide Management with proof that such medication is safe to take while the Teammate is on duty. Management reserves the right to determine whether or not it will be safe for a Teammate to remain on duty while under the influence of a particular medication or over-the-counter drug.

**Alcohol:**

Except as permitted below, the use, consumption, or abuse of alcohol by a Teammate, or being under the influence of alcohol, is prohibited on Fitness Connection's premises, in any Company-controlled areas, while driving on Company time, while operating Fitness Connection equipment, and while performing any Fitness Connection business or work.

From time to time, Fitness Connection may sponsor social or business-related events or meals at which alcohol is served, or at which Teammates are able to purchase their own alcohol. This policy does not prohibit the use or consumption of alcohol at such events, whether on or outside of Fitness Connection premises. However, if Teammates choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times with coworkers and any other persons present.

Teammates who take the initiative of advising their Supervisor in advance that they have a medical problem with regard to alcohol or drug use and who demonstrate a commitment to take the necessary remedial action prior to engaging in the above behavior while at work, may be eligible for a medical leave of absence for such purpose.

**Testing for Drugs and Alcohol**

To ensure the safety of the work environment, the Company reserves the right to require a Teammate to submit to a urine and/or blood test for drugs or alcohol, at an offsite facility, whenever reasonable suspicion exists that a Teammate is under the influence of alcohol or drugs. We reserve the right to require a Teammate involved in an on-the-job accident to submit to a blood and/or urine test. The definition of "accident" is an unplanned event that results in property damage or bodily injury.

Refusal to submit to a blood and/or urine test will result in a presumption that the Teammate is under the influence of drugs or alcohol.

By submitting to a blood and/or urine test, the Teammate authorizes the release of the test results and any interpretation of the results by the testing facility to Company personnel to determine whether the Teammate has violated Company policy on drug and alcohol use. Additionally, the Teammate releases the Company and its Directors, Officers, agents, Teammates, and the persons conducting the test(s) from any claims, demands, causes of action, and any and all damages that may result from the test(s) or the disclosure of the results or interpretation of the test(s). Teammates will be provided with a copy of the test results. Otherwise, test results will remain confidential, to the extent required by state law.

A positive test result will constitute evidence of a violation of this policy. A Teammate may offer an explanation for a positive test result, but there is no guarantee that the Teammate's explanation will prevent corrective action or termination. Nothing in this policy requires the Company to conduct drug and/or alcohol testing of a Teammate when there is other evidence of a violation of this policy.

**Teammate Assistance Program**

Fitness Connection cares about the welfare of its Teammates. Any Teammate who feels they have developed an addiction to or dependence on the use of alcohol or drugs is encouraged to contact Fitness Connection's Teammate Assistance Program line using the following contact information: 1-888-319-7819 or [metliffeap.lifeworks.com](mailto:metliffeap.lifeworks.com) (see also the Teammate Assistance Program policy in this Handbook).

- Phone: 1-888-319-7819
- Website: [metliffeap.lifeworks.com](mailto:metliffeap.lifeworks.com)
- Username: metliffeap
- Password: EAP

## VISITORS IN THE WORKPLACE

Only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, promotes security of Company equipment, protects confidential information, safeguards Teammate welfare, and avoids potential distractions and disturbances.

All visitors should enter Fitness Connection through the front entrance of the Club or an appropriate entrance of the Team Support Center. Under no circumstance are visitors allowed in restricted areas of the facility (e.g., Teammate breakrooms, areas where technical or mechanical equipment or product is stored, etc.). If an unauthorized individual is observed on Fitness Connection's premises, Teammates should immediately notify their Supervisor or, if necessary, direct the individual to the front lobby area.

## SOLICITATIONS AND DISTRIBUTION OF LITERATURE

It is the intent of Fitness Connection to maintain a productive business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature. The following guidelines will apply:

- Group meetings for solicitation purposes during work hours or in work areas are prohibited. This guideline does not pertain to Company-sponsored meetings.
- The distribution or circulation of non-work related literature or other materials during work hours or in work areas is prohibited.
- Teammates shall not engage in any solicitation of other Teammates for any purpose whatsoever during working hours or in work areas.

*Exception: Passive fundraising (e.g., leaving a Girl Scout cookie order form in the break room) for non-profit organizations may be allowed with approval of the Teammate's Supervisor.*

- Any information appearing on the Company's bulletin boards must be approved and/or posted by Management.
- Non-Teammates are prohibited from trespassing, soliciting or distributing literature on Company premises.

Nothing in this policy is intended to preclude or dissuade Teammates in any way from engaging in legally protected activities, including communicating with co-workers or seeking representation or legal help regarding wages, hours, or other terms and conditions of a Teammate's own or a co-worker's employment.

## TERMINATION PROCESS

### Involuntary Terminations and Return to Fitness Connection Premises

Teammates terminated involuntarily or due to no-call/no-show are not permitted at any Fitness Connection Clubs, including the Team Support Center, or other Company-controlled areas, within 90 days of the termination. If arrangements need to be made to pick up a paycheck or to collect personal belongings, the Teammate must contact their Supervisor to schedule a pre-determined time to enter Company property. During this visit, the Supervisor must accompany the Teammate at all times until the Teammate has left the property. Fitness Connection reserves the right to prohibit any person, whether they have worked for Fitness Connection or not, and regardless of the circumstances under which they left the employment of Fitness Connection, from entering Fitness Connection Club premises.

### Resignation Procedure

Under the Company's policy of at-will employment, Teammates may terminate their employment with the Company at any time, with or without notice. If a Teammate decides to resign, they should submit a written notice of intent to resign, including the anticipated resignation date.

In an effort to ensure that operations run smoothly during any period of transition, Fitness Connection requests that a resigning Teammate provide two (2) weeks' notice of their intent to resign. Fitness Connection reserves the right to accelerate a Teammate's separation date.

Effective immediately at the time of your employment is terminated, whether voluntary or involuntary, your complementary staff membership, and the membership for anyone else connected to your complementary staff membership, will terminate.

#### **Return of Company Property**

**See Fitness Connection's Confidentiality and Return of Company Property Agreement (as may be amended from time to time), which is incorporated herein by reference.**

#### **Rehiring of Fitness Connection Teammates**

A former Teammate may be eligible for rehire with Fitness Connection if the former Teammate voluntarily separated from Fitness Connection and had a satisfactory work performance record. Before extending an offer of employment to a former Teammate, the hiring Supervisor must seek work performance feedback from the Teammate's former Supervisor.

Whether a Teammate who was involuntarily terminated by Fitness Connection, or who violated Fitness Connection's no-call/no-show policy, are eligible for rehire will be decided by Fitness Connection, in its sole discretion.

## **II. ADMINISTRATIVE POLICIES**

### **TECHNOLOGY USE**

The protection of Fitness Connection's electronic resources (email and otherwise), technology access, computer and data security are critical to the continued performance of the organization.

See also Fitness Connection's Technology Use Policy (as may be amended from time to time), which is incorporated herein by reference.

### **BUSINESS CONTRACTS**

To protect Fitness Connection and its interests, all contracts for goods and services must be signed by the CEO of Fitness Connection or someone to whom the CEO delegates authority to sign. Neither managers nor hourly Teammates have the authority to sign any contracts. Prior to execution, all contracts must be reviewed by the Legal Department and approved by a Department Head. All original signed contracts must be filed with the Legal Department.

### **BUSINESS ETHICS & CODE OF CONDUCT**

The successful business operation and reputation of Fitness Connection is built upon the principles of fair dealing and ethical conduct of our Teammates. Our core values of integrity and excellence require careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Fitness Connection is dependent upon our Members' trust, and we are dedicated to preserving that trust. Teammates owe a duty to Fitness Connection and its Members to act in a way that will merit their continued trust and confidence.

Fitness Connection will comply with all applicable laws and regulations and expects its managers, Directors, Officers and Teammates to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct. In general, the use of good judgment, based on high ethical principles,

will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your Supervisor and, if necessary, with the People Team.

#### **Special Responsibilities of Managers**

- Set an example by refraining from any policy violation.
- Refrain from inappropriate relationships with subordinate Teammates. Please see the Relationships Between Teammates policy for additional details.
- Do not employ or enlist assistance from any Teammate, whether directly or indirectly, for personal use or errands without prior authorization from the Vice President, Operations and the People Team.
- Discuss this policy with all Teammates under your supervision.
- Monitor your work area for indications of any type of discrimination, harassment or retaliation.
- Immediately report any policy violation that you witness or of which you become aware to the People Team.
- Immediately intervene to stop any conduct that could be interpreted as harassment or retaliation.
- Caution and counsel Teammates who appear to be engaging in such conduct.
- Report all complaints of harassment or retaliation to the People Team, regardless of your opinion of whether the complaint is well-founded, “unofficial,” or “off-the-record.”
- After reporting the incident or complaint, cooperate with the People Team to ensure that the problem does not recur, and that retaliation does not ensue.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

## **ELECTRONIC MONITORING OF WORKPLACE AREAS**

Fitness Connection Management may use audio and/or video surveillance of non-private work areas for purposes of increasing Teammate productivity, improving workplace security, and decreasing theft and other inappropriate behavior in the workplace.

Additionally, in limited circumstances, Fitness Connection Management may video Teammates through webcams or other video equipment to capture both video and sound in workplace areas for training purposes. Fitness Connection will conduct video surveillance only in public or working areas—e.g., lobbies, front desk areas, the workout floor, etc. Fitness Connection may store copies of such surveillance videos for a period of time after they are created, and may delete such copies from time to time without notice.

Because Fitness Connection is sensitive to the legitimate privacy rights of Teammates, efforts will be made to conduct workplace monitoring in an ethical and respectful manner. Surveillance is strictly prohibited in areas where Teammates have a legitimate expectation of privacy, such as changing rooms or restrooms.

Fitness Connection will not use audio or video recording for purposes of monitoring any Teammate collective activity, protected concerted activities, or other conduct that may be protected by law.

Report any question about or violations of this policy to the People Team.

## **CONFLICT OF INTEREST**

Teammates are expected to avoid situations that create an actual or potential conflict, or even the appearance of an actual or potential conflict, between their personal interests and the interests of the Company. A conflict of interest exists where (i) your loyalties or actions are divided between the Company’s interests and those of another, such as a



competitor, supplier, or customer and (ii) such relationship has not been disclosed to and approved by Fitness Connection. Both the fact and the appearance of a conflict of interest should be avoided.

A conflict of interest may occur when a Teammate is in a position to influence a decision that may result in personal gain for the Teammate or the Teammate's family relative as a result of Fitness Connection's business dealings, by, for example:

- Owning, operating or being engaged as an employee or consultant by any business that competes, directly or indirectly, with Fitness Connection.
- Engaging in self-employment in competition with the Company.
- Having a direct or indirect financial relationship with a competitor, Member or supplier that could give rise to an actual or apparent conflict of interest.
- Receiving, either directly or through immediate family Members, any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving Fitness Connection.
- Using proprietary or confidential Company or Member information for personal gain.
- Using Company assets or labor for personal benefit or gain
- Acquiring any interest in property or assets of any kind for the purpose of setting or leasing it to the Company.

A variety of situations may arise involving conflicts of interest. The above are examples and do not constitute a complete list of potential conflicts.

If a Teammate, their relative, or someone with whom the Teammate has a close relationship has a financial or employment relationship with a competitor, supplier or potential supplier, or vendor or potential vendor, the Teammate must disclose this fact in writing to their Supervisor or the People Team so that a determination can be made regarding whether a conflict of interest exists. Teammates should be aware that if they enter into a personal relationship with an employee of a competitor, supplier or customer, a conflict of interest may exist and therefore such personal relationship must be disclosed to the Company. For purposes of this policy, the term "relative" includes, but is not necessarily limited to, a spouse, domestic partner, parent, child, brother, sister, grandparent, cousin, corresponding relatives resulting from in-law or step relations, individuals with whom the Supervisor is cohabitating, and similar close relationships, as determined by Fitness Connection within its discretion.

If you have any questions regarding whether a certain transaction, activity or relationship constitutes a conflict of interest, you must discuss it with your Supervisor or the People Team prior to engaging in the transaction, activity or relationship. Any activity that is fully disclosed in writing to, and is approved by, the People Team will not be deemed to involve a conflict of interest for the purposes of this policy.

### **Vendor Relationships & Gifts**

Fitness Connection understands the importance of maintaining a professional relationship with its Vendors. It is common business practice that Vendors or potential Vendors may occasionally provide gifts, products or entertainment of nominal value to our Teammates. Vendors may also provide travel expenses to Teammates for attending a business-related event. Teammates must be aware, however, that acceptance of Vendor gifts, products, entertainment or services of an excessive value may create a conflict of interest or create the perception of impropriety among co-workers and the industry, even though no impropriety in the relationship may actually exist. Therefore, Teammates who receive gifts that value \$250 or more, and any paid travel expenses, must be reported to and approved by Legal and Finance/Accounting. There can also be tax implications for Fitness Connection and the Teammate for receiving these gifts and favors. Therefore, in establishing and maintaining Vendor relationships, Teammates must adhere to the following policies:



- No Teammate shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other item of monetary value that might influence or appear to influence the judgment or conduct of the Teammate in the performance of their job duties.
- Teammates may only accept gifts or entertainment if the gifts or entertainment are of nominal value, are customary in the industry, will not violate any laws, and will not influence or appear to influence the Teammate's judgment or conduct in the performance of their job duties.
- Teammates may accept occasional, unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events, or holiday baskets) as long as the gifts or favors have a market value under \$250.
- Under no circumstances may Teammates accept compensation, personal loans or any gift, entertainment or service of excessive value.
- Teammates must inform their Supervisor of gifts or favors received from Vendors estimated to be over \$250 in value.
- Any trip involving air travel paid for by a Vendor or potential Vendor requires CFO or CEO approval. This includes any trips to conferences, meetings and/or summits.
- Unless CFO or CEO approval is obtained, any gifts, services, products or entertainment valued at more than \$250 should be refused or returned to the Vendor with an appropriate acknowledgment. If that is not possible, provide such gifts to the People Team for appropriate distribution at the Teammate level.
- The resale of any Vendor gifts, products or services is prohibited.
- Management will not enter into any Vendor contracts with another Teammate or with a business in which a Teammate has an interest.
- Individual departments may impose further restrictions on gifts or favors for Teammates within the department as appropriate.

If you become aware of any actual or potential conflict of interest or ethical concern regarding your employment or another Teammate, you must promptly inform your Supervisor or the People Team. Fitness Connection prohibits any form of retaliation for reporting a actual or potential conflict of interest or violation of this policy, or for cooperating in related investigations.

## EXPENSE REPORTING/ HOME OFFICE SPENDING

See Fitness Connection's Expense Reporting/Home Office Spending policy (as may be amended from time to time), which is incorporated herein by reference.

## III. SAFETY EXPECTATIONS

The safety of Teammates, Members, and guests to Fitness Connection is of paramount importance. Fitness Connection prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a health and safety concern or a violation of this policy, or for cooperating in related investigations.

## SECURITY INSPECTIONS & THEFT PREVENTION

The Company reserves the right to conduct workplace inspections for safety and other business purposes. Company-supplied offices, desks, filing cabinets, files, and other property remain the property of the Company and may be subject to Company-initiated searches at any time and without notice. While on Fitness Connection's premises, Teammates should have no expectation of privacy in their belongings or in the non-private workplace areas that include, but are not limited to, offices, work locations, Company provided or designated parking areas, desks, computers, lockers, rest or eating areas, or vehicles engaged in business operations, and any personal belongings on or in any of the above locations.

There may be occasions when the search of a Teammate and their possessions (including but not limited to handbags, backpacks, and bags) may be necessary in connection with an investigation involving, but not limited to, possible theft, violation of the Company's Drug, Alcohol, and Substance Abuse policy, or violation of the Company's Workplace Violence Prevention policy. Such searches will only be conducted with the Teammate and at least two (2) managers. No Teammate will be required or permitted to remove any article of clothing or other items during a search. The manager will not physically touch or 'pat down' the Teammate during a search, but a Teammate may be asked to empty their pockets, wallet, purse, and/or remove other items from their person. Failure to cooperate or refusal to permit a search upon request may result in disciplinary action, up to and including termination.

Any illegal items or activity discovered during an inspection may be referred to the appropriate law enforcement authorities.

Teammates should not bring valuables to work. Leaving valuables at home will reduce the risk of theft or loss. The Company assumes no responsibility for the theft, loss or damages of Teammates' personal property.

## WORKPLACE VIOLENCE PREVENTION POLICY

Fitness Connection is committed to providing a safe working environment for all Teammates, Members and guests. To reduce the risk of workplace violence, we have adopted the following policy. Please read it thoroughly and become acquainted with its provisions and responsibilities.

The following behaviors are strictly prohibited in the workplace. This list contains examples only and is not inclusive of all prohibited conduct.

- Causing injury to another person or making threatening remarks.
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
- Intentionally damaging Company property or property of another Teammate, Vendor or Guest.
- Possession of a weapon while on Company property or while on Company business.
- Committing acts of aggression motivated by, or related to, sexual harassment, domestic violence or gang activity.
- Any other activity that is prohibited by federal, state or local law, ordinance or mandate.

In states that have laws recognizing a Teammate's right to store and otherwise lawfully possess a firearm in their locked personal vehicle, nothing in this policy shall prohibit Teammates with the proper licenses, or who otherwise lawfully possess a firearm or ammunition, from transporting or storing such lawfully possessed firearms or ammunition in the Teammate's locked, privately-owned motor vehicle in the Company parking lot or other Company-provided parking area. However, Teammates are strictly prohibited from removing such items from the Teammate's vehicle while on Company premises.

### Reporting Procedures

Any potentially dangerous situation must be reported immediately to a Supervisor, the Vice President of Operations or the People Team. All reported incidents will be thoroughly investigated. Fitness Connection will intervene at any indication of a possibly hostile or violent situation.

### Individual Situations

Teammates are expected to exercise good and reasonable judgment and to inform their Supervisor, the Vice President of Operations or the People Team if any Teammate, member or guest exhibits behavior that could signal a potentially dangerous situation. Such behaviors include:

- Discussing weapons or bringing them to the workplace.

- Displaying signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.
- Displaying signs of or discussing incidents of domestic violence or abuse.
- Flashing gang signs, graffiti or other forms of gang communication.

#### **Enforcement**

Threats, threatening conduct or any other acts of aggression or violence in the workplace will not be tolerated. Depending on the severity of the actions, Fitness Connection may also choose to involve the police and press charges. Members or guests engaged in violent acts at the Club will be reported to the proper authorities.

## **TEAMMATE SAFETY**

At Fitness Connection the safety of our Teammates, members and guests is our first priority. Fitness Connection works hard to make sure our Teammates are protected on the job, and we make it a priority to always treat Teammates with dignity and respect. Fitness Connection Teammates are also responsible for safety and must actively work to establish and maintain an accident-free work environment. Teammates must proactively report and address health and safety concerns. Every Teammate is expected to know, understand, and comply with the Company's health and safety policies, rules, processes, and practices. Each Teammate must fulfill these responsibilities and expectations as a condition of continued employment with Fitness Connection.

## **CLUB SAFETY**

Please be aware of your surroundings and report any suspicious activity to your Supervisor immediately. A Teammate should never leave personal belongings in plain view in their personal vehicles when parked at Fitness Connection.

For your safety, you must follow these procedures if a robbery or other crime occurs while you are at work:

- Always cooperate fully. Do not under any circumstances try to "protect or defend" the Company or Company property. Your goal is to give the intruder(s) what they are asking for as quickly as possible and get them off the property.
- Do not act or speak defiantly.
- Do not follow the intruder(s) out of the building.
- Do not make eye contact with the intruder(s).
- Do not bluff or try to stall for time.
- As soon as you are completely sure the intruder(s) have left, check to make sure the Teammates and Members at the Club are safe.
- As soon as it's safe to do so, Call 911.

Additionally, Teammates are expected to follow all updated Club safety training and training materials related to potential safety issues including but not limited to active shooter, Code Blue, and natural disasters

## **EMERGENCY CLUB CLOSING / INCLEMENT WEATHER**

Under extraordinary circumstances such as extreme weather, a state or national emergency or the like, the Company may choose to close one or more Clubs or the Team Support Center for the safety of our Teammates and Members. Teammates are encouraged to reach out to their Supervisor to find out if the Club is open or closed on a given day.

If your Club or the Team Support Center remains open, it is your decision whether to report for work under these types of extraordinary circumstances. If you elect not to work on a given day, we request the courtesy of a phone call to your Supervisor advising as to your status for the day.

#### **Club/Office Open**

If a Club or the Team Support Center remains open on an adverse weather day (or similar circumstances), Teammates who report to work will receive their normal pay for the day – *i.e.*, exempt Teammates will receive their regular salary and non-exempt (hourly) Teammates will be paid at their base hourly rate for all hours worked.

If a non-exempt Teammate elects not to report to work on a day the Club or the Team Support Center is open: 1) the Teammate can elect to use any accrued but unused Paid Time Off (PTO), or 2) the Teammate will not be paid for the day, unless otherwise required by state or local law. If an exempt Teammate who works in the Club chooses not to report to work and the Club remains open, the exempt Teammate will be asked to use accrued PTO hours for partial-day and/or full-day absences, if available, unless otherwise required by state or local law. Where an exempt Teammate has no available PTO hours, Fitness Connection will only make deductions from the exempt Teammate's salary for full-day absences, unless otherwise permitted by state or local law.

#### **Club/Team Support Center Closed**

If a Club or Team Support Center is announced to be closed on a given day due to extraordinary circumstances, exempt Teammates will receive their regular salary for the day of closure. Non-exempt Teammates will only receive pay for any hours in which they perform work at the Club, even if the Teammate was scheduled to work and/or was sent home early due to business need, unless otherwise required by state or local law. Non-exempt Teammates in the Clubs, at their option, may choose to use any accrued but unused PTO.

In the event that a Club is closed for a prolonged period of time (more than 2 business days), Fitness Connection Executive Leadership will determine if exempt and non-exempt Teammates will receive pay based on the reason and the estimated period of the closure, taking into consideration applicable state and local laws.

If a Club is closed for any reason, it is the responsibility of the Club Manager and the Vice President of Operations to report the Club closure to the People Team.

## **SMOKING AND TOBACCO USE**

In keeping with current federal and state legislation and the Company's intent to provide a safe and healthful work environment, smoking and tobacco use are prohibited on Company property and Company-controlled areas (parking lots, etc.).

For purposes of this policy, "tobacco use" means the personal use of any tobacco product, whether intended to be lit or not, including but not limited to smoking cigarettes; use of electronic cigarettes; vaping or use of any other device intended to simulate smoking; use of smokeless tobacco, snuff; chewing tobacco, hookah, smokeless pouches; and any other form of loose-leaf, smokeless tobacco; and the use of unlit cigarettes, cigars, and pipe tobacco.

## **USE OF COMPANY VEHICLES**

Only authorized Fitness Connection Teammates may drive Company vehicles. Fitness Connection managers will duties. To become eligible to use a Company vehicle, the Teammate must submit authorization for a Motor Vehicle Record (MVR). The People Team will advise the Teammate if they are eligible to drive a Company vehicle after reviewing the result of the MVR.

## **WORKERS COMPENSATION**

Workers' Compensation is a no-fault insurance plan and 100% paid by Fitness Connection. This benefit is designed to provide you with certain compensation for an eligible work-related injury or illness. Please note that:

- Teammates must report work injuries and illnesses right away and without delay to their Supervisor, no matter how minor it may be.
- It is the policy of the Company to bring injured Teammates back to work as soon as they are medically able, to a position within the Company compatible with any physical restrictions they may have. The Company may choose to modify a job position to fit an injured Teammate's medical restrictions by modifying specific tasks or reducing hours, depending on the circumstances.

Workers' Compensation fraud is a punishable crime and will not be tolerated by the Company. If you believe fraud is occurring, please tell a Supervisor right away.

## HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPPA)

Fitness Connection is committed to maintaining the security and confidentiality of a Teammate's protected health information, in connection with the administration of the Company's health and welfare plan. In keeping with this commitment and the HIPPA privacy laws, Fitness Connection maintains a strict policy prohibiting the inappropriate use, access, and disclosure of a Teammate's protected health information. This policy applies to all Teammates who may receive, or be privy to protected health information. For a full copy of the Notice of Privacy Practices, describing how protected health information about you may be used and disclosed and how you can get access to the information, contact the Benefits Team.

## IV. **BENEFITS**

### TEAMMATE BENEFITS SUMMARY

#### General Benefit Offerings

Eligible Teammates at Fitness Connection are provided with a wide range of benefits. Your eligibility for a specific benefit is determined based upon a variety of factors, including but not limited to Teammate classification, length of service and state/local laws and regulations.

At the time you join the Company and/or when you become eligible for certain benefits, you will be provided with a benefits summary so that you can better understand the benefits as they apply to you and your qualified dependents. If you have any questions about the Company's benefit offerings or your eligibility, please contact the People Team.

This Handbook provides highlights of benefits available through Fitness Connection. It is not a Summary Plan Description or plan document. Your official rights and benefits are explained in the official plan documents.

Fitness Connection reserves the right to modify or discontinue any of its benefits or plans on a prospective basis at any time, to the extent permitted by law. You will be notified of any changes in benefits that affect you.

#### COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible Teammates and their qualified beneficiaries the opportunity to continue health insurance coverage under Fitness Connection's health plan, at the Teammate's cost, when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of a Teammate, a reduction in a Teammate's hours or a leave of absence, a Teammate's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

For more details regarding COBRA coverage, please contact the People Team.

## Teammate Assistance Program

Fitness Connection recognizes that professional counseling can help when an individual experiences personal problem. Therefore, the Company makes available professional confidential counseling services to eligible Teammates and their qualified dependents. Through the Teammate Assistance Program, you and your dependents can receive a confidential professional evaluation, short-term counseling, and other referral services. For further details regarding the Company's Teammate Assistance Program, contact the People Team.

## HOLIDAYS

Fitness Connection recognizes certain public holidays by providing them as paid holiday time off for full-time salaried Teammates, hourly Team Support Center Teammates and Assistant Club Managers. Other hourly Club Teammates are not eligible for paid holidays. The Company will provide seven (7) paid holidays during the calendar year to the referenced Teammates. The recognized holidays are as follows:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and day after
- Christmas Day (Clubs are closed)

In the event that a holiday falls on a weekend, time off will be observed on closest weekday to the holiday. The Company reserves the right to require Teammates to work on a Company holiday should business circumstances require. All hourly Teammates will be paid regular pay if they work the holiday. Fitness Connection reserves the right to alter the above schedule in order to meet our business needs at any given time throughout the year. Club Managers required to work on a holiday will be provided a floating holiday that must be used within thirty (30) days of the recognized paid holiday. The floating holiday must be submitted to and approved by the Teammate's Supervisor.

## TIME OFF

Fitness Connection believes that in order for everyone to give their best and live a well-balanced life, it is necessary to take time for rest and rejuvenation, and to be able to address unplanned life events that sometimes arise. With that in mind, we offer two plans to allow maximum flexibility for paid time away from work for our full-time Teammates. Salaried Team Support Center Teammates, **please see Fitness Connection's Salaried Team Support Center Teammate Time Off Policy (as may be amended from time to time), which is incorporated herein by reference.**

### Paid Time Off Policy for Club Managers and Other Full-Time Hourly Teammates

Fitness Connection provides Paid Time Off (PTO) to Club Manager and other full-time hourly Teammates, which combines vacation, sick days, a family member's illness, personal business, inclement weather and any other personal time off. Time is granted annually at your employment anniversary date and the grant is both role- and service-based as defined below;

| Location            | Role                      | Years of Service |    |    |    |    |    |
|---------------------|---------------------------|------------------|----|----|----|----|----|
|                     |                           | 1                | 2  | 3  | 4  | 5  | 6+ |
| Club                | Club Manager              | 20               | 20 | 20 | 20 | 20 | 20 |
|                     | Assistant Club Manager    | 9                | 11 | 13 | 15 | 17 | 17 |
|                     | Hourly Full-Time Teammate | 6                | 8  | 10 | 12 | 14 | 16 |
|                     |                           |                  |    |    |    |    |    |
| Team Support Center | Hourly Full-Time Teammate | 13               | 13 | 16 | 16 | 18 | 19 |

### Process for Requesting PTO

- PTO must be requested and approved by your Supervisor.
- The Teammate Paid Time Off Request form can be found by logging into your online employee portal.
- Submit your Teammate Paid Time Off Request for approval. Once it is submitted, you will receive an email stating whether the request has been approved or denied.

Provide advance notice of your desired absence so that your Supervisor can determine whether to approve the absence and plan accordingly. To the extent possible, notify your Supervisor of your desired PTO at least 14 days in advance. If the absence is unexpected (i.e., due to illness or injury), less advance notice is understandable and expected. In these cases, Teammates must notify their Supervisor as soon as possible, which in most circumstances will be at least two (2) hours before the scheduled shift.

Teammates are responsible for accurately recording all PTO. PTO may be used in minimum increments of one (1) hour. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Fitness Connection reserves the right to approve or deny any PTO request based on operational requirements and staffing needs.

PTO will not be counted as hours worked for purposes of calculating overtime.

Teammates who change their employment status from full-time to part-time will retain any PTO granted as of the date of such employment status change. All retained PTO must be used prior to the Teammate's hire anniversary date. If the Teammate returns to full-time employment at a later date, all previous years of service will be applied when determining the amount of PTO that should be granted.

Part-time Teammates do not qualify for PTO but may take time off if it is approved by their Supervisor. Part-time Teammates who change their employment status to full-time will have all previous years of service applied when determining the amount of PTO that should be granted.

Paid leave requirements that are city/state specific will be managed accordingly in those geographic areas. Under those laws/regulations, paid leave may be available to those who are not otherwise eligible for the Fitness Connection PTO policy. Contact the People Team for available options.

Upon termination of employment, whether the termination is voluntary or involuntary, all accrued PTO is forfeited, and such unused PTO will not be paid out upon termination of employment, or at any other time, unless otherwise required by applicable state law.

Fitness Connection reserves the right to request medical documentation/certification from Teammates for absences due to illness or injury.

## V. LEAVES OF ABSENCE

Fitness Connection recognizes that family and personal situations may sometimes necessitate more lengthy absences. The following policies outline the requirements for obtaining a leave of absence, the amount of leave that may be taken, and how the leave relates to other time off provided by the Company. Each situation is evaluated on an individual basis and on its merits. Authorized leaves of absences include: Family and Medical Leave, Non-FMLA Medical Leave, Personal Leave and Uniformed Services Leave. Please contact the Benefits team for all leave of absence approvals.

## BEREAVEMENT LEAVE

In the event of the death of an immediate family member, Fitness Connection will grant paid leave of up to three (3) consecutive workdays for all full-time Teammates, and unpaid leave of up to three (3) consecutive workdays for all part-time Teammates. All Teammates are welcome to use any available FTO or PTO, as applicable and as required under the policies set forth above. Your Supervisor may approve additional unpaid time off. Proof of death and relationship to the deceased may be required. For purposes of this policy, family member includes a Teammate's current spouse, domestic partner, child, sibling, parent, legal guardian, grandparent, stepparent, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent.

## FAMILY & MEDICAL LEAVE ACT (FMLA)

Fitness Connection complies with the provisions of the Family and Medical Leave Act ("FMLA") of 1993. The FMLA entitles eligible Teammates to take up to an aggregate of 12 workweeks of job-protected leave in a 12-month period for specified family and medical reasons or other qualifying exigencies, or up to 26 weeks for certain military-related medical reasons. Fitness Connection calculates FMLA leave on a rolling backward method, which means that a Teammate's 12-month period is measured backward from the date any FMLA leave is used.

### Eligibility

Teammates are eligible if they:

- Work at a Fitness Connection location where there are 50 or more Teammates working within 75 miles; and
- Have worked at Fitness Connection for at least 12 months as of the date the FMLA leave is to start (does not need to be consecutive); and
- Have worked at least 1,250 hours during the 12 months immediately preceding the FMLA leave.

### Teammate Notice

If the need for FMLA is foreseeable, Fitness Connection requires 30 days' advance notice to the Teammate's Supervisor and the Benefits team. If leave is unforeseeable, the Teammate must give notice of the need as soon as practicable.

### General Leave Entitlement

Pursuant to the FMLA, Fitness Connection will grant an eligible Teammate up to a total of 12 workweeks of unpaid leave during the rolling 12-month period (calculated as described above) for any of the following reasons:

- The birth and care of a newborn child of the Teammate;
- Placement with the Teammate of a child for adoption or foster care;
- To care for an immediate family member (spouse, child or parent) with a serious health condition;
- A serious health condition that makes the Teammate unable to perform the functions of their job;
- Qualifying exigencies arising from the fact that the Teammate's immediate family member is a military member on covered active duty or call to covered active duty status.

### Definition of "Serious Health Condition"

A serious health condition for purposes of the FMLA leave means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- an overnight stay in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with the overnight stay.



- A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist, with the first visit being within seven (7) days of the first day of incapacity; or,
  - At least one in-person visit to a health care provider for treatment within seven (7) days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider (for example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment).
- Any period of incapacity due to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence.
- Any period of incapacity due to, or treatment for, a chronic serious health condition that continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to the health care provider is not necessary for each absence.
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider (e.g., Alzheimer's, terminal cancer, a severe stroke).
- Restorative surgery after an accident or other injury; or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days if not treated (e.g., chemotherapy, radiation, dialysis, etc.).

### **Military Caregiver Leave Entitlement**

Eligible Teammates are entitled to two types of FMLA leave related to a qualifying family member's military service. The first type of leave is known as "Military Caregiver Leave." Pursuant to the FMLA, an eligible Teammate who is the spouse, child, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the covered servicemember. "Next of kin" means the servicemember's nearest blood relative, other than the servicemember's spouse, parent, or child, and can include siblings, grandparents, aunts, uncles and cousins.

In the context of Military Caregiver Leave, "serious injury or illness" means any of the following for an active servicemember or veteran:

- An injury or illness incurred by the servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of their office, grade, rank or rating.
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating.
- A physical or mental condition for which the veteran has received a VA disability rating of 50% or greater, and the need for care is related to that condition.
- A physical or mental condition because of a disability or disabilities related to military service that substantially impairs the veteran's ability to work, or would do so absent treatment.
- An injury for which the veteran is enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers.

The "single 12-month period" for Military Caregiver Leave begins on the first day a Teammate takes Military Caregiver Leave and ends 12 months after that date. Once a Teammate begins taking leave to care for a covered servicemember, the Teammate may take up to 26 workweeks of leave during the 12 consecutive months following

the first date leave is taken. If a Teammate does not use their entire entitlement during this "single 12-month period," the remaining workweeks of leave are forfeited.

An eligible Teammate is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during a single 12-month period. Up to 12 of the 26 workweeks may be for an FMLA-qualifying reason other than to care for a covered servicemember.

For Military Caregiver Leave that also qualifies as leave taken to care for a family member with a serious health condition, employers are required to designate such leave as Military Caregiver Leave first.

As with other types of FMLA leave, Fitness Connection will require that a health care provider complete an appropriate certification of the need for Military Caregiver Leave.

### **Qualifying Exigency Leave Entitlement**

The second type of FMLA related to a qualifying family member's military service is known as "Qualifying Exigency Leave." An eligible Teammate may take Qualifying Exigency Leave when the Teammate's spouse, child, or parent who is a member of the Armed Forces (including the National Guard and Reserves) is on covered active duty or has been notified of an impending call or order to covered active duty.

There are nine (9) types of "qualifying exigencies" that may qualify for this type of FMLA leave:

- Short-notice deployment: leave to address any issue that arises from an impending call or order to active duty where the servicemember receives notice of the deployment seven (7) days or less from the date of deployment (available only for a 7-day period after the date of notice of deployment).
- Military events and related activities: leave to attend any military ceremony, program, or event related to the active duty or call to active-duty status, or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities: leave to arrange or provide for childcare or school-related activities (the child must be the child of the servicemember).
- Parental care: Leave to provide care for the servicemember's parent who cannot care for himself/herself.
- Financial and legal arrangements: leave to make or update various financial or legal arrangements relating to the call to active duty.
- Counseling: leave to attend counseling (provided by someone other than a health care provider) when all good
- as a result of the active duty or call to active duty status.
- Rest and recuperation: leave to spend time with a covered servicemember who is on short-term, temporary, rest-and-recuperation leave during the period of deployment (up to 15 days).
- Post-deployment activities: leave to attend arrival ceremonies (including funeral or memorial services), reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following active-duty status; and
- Additional activities: leave to address other events arising from military duty agreed upon between the Company and the Teammate.

### **Certification of Need for Leave**

Each Teammate requesting FMLA leave due to a medical condition of the Teammate or the Teammate's spouse, child or parent must provide certification from a health care provider or from an institution as set forth by the Department of Labor. Additional documentation may be required in some instances. The Benefits team will provide the certification form required to be completed with the eligibility notice. Teammates must return a completed certification within 15 days of receipt. Failure to timely return certification forms can result in a delay or denial of

coverage under the FMLA. Once the Benefits team has sufficient information to make a determination of whether the absence qualifies as FMLA leave, they will provide a notice of designation within 5 business days.

Fitness Connection reserves the right to obtain a second opinion from a different healthcare provider. Fitness Connection may also require recertification at certain intervals, including if the Teammate seeks extend the leave of absence beyond what has been certified.

### **Substitution of Paid Leave**

Teammates must substitute any available PTO for any part of unpaid FMLA leave provided under this policy. However, if you are currently receiving short-term disability or workers' compensation benefits, you will not be required to use accrued PTO during the period in which you are receiving benefits. Once PTO has been exhausted, any remaining FMLA leave will be unpaid.

FMLA leave runs concurrently with any other applicable paid or unpaid leave. Using available PTO, short-term disability, or workers' compensation benefits will not extend your total leave time beyond the maximum of 12 weeks allowed under the FMLA.

### **Intermittent FMLA Leave**

Intermittent FMLA leave is leave taken in increments due to an illness or injury, rather than in one continuous period of time. This may include FMLA leave taken on a reduced leave schedule, which means a leave schedule that reduces the hours a Teammate works in a workweek or workday.

To qualify for intermittent leave, the need must be medically necessary due to a serious health condition. Intermittent leave may be used to attend appointments with a healthcare provider for necessary treatment of the Teammate's own serious health condition or that of a qualifying family member. Intermittent leave may also be used for qualifying exigencies.

When using this type of leave, Teammates must attempt to schedule their leave so as not to disrupt normal business operations.

### **Benefits while on FMLA Leave**

During an approved FMLA leave, Fitness Connection will maintain your health and other benefits, as if you continued to be actively employed. However, Teammates will be required to pay their portion of insurance premiums during the leave. (If you are substituting accrued PTO for the unpaid FMLA leave, your share of premiums will be paid by the method normally used during any paid leave – i.e., a payroll deduction.) If you return to work owing any contributions for your portion of insurance premiums that the Company made to maintain coverage during your leave, you will be required to catch up on your premiums payments through payroll deduction(s).

PTO will not accrue during FMLA leave.

### **Reinstatement**

At the beginning of FMLA leave, the Teammate must inform Fitness Connection of their expected return date. Upon return from FMLA leave, the Teammate will be reinstated to either their former position or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of FMLA leave will not result in the loss of any employment benefit that a Teammate earned or was entitled to before using FMLA leave. In addition, FMLA leave will not be counted against a Teammate for purposes of the Company's attendance and punctuality policies.

If a Teammate has taken FMLA leave for their own serious health condition, Fitness Connection requires that, upon return from leave, the Teammate present a fitness-for-duty medical certification, signed by the Teammate's healthcare provider, clearing the Teammate to return to work and perform all essential functions. FMLA leave

approval may be delayed or denied if a Teammate fails to comply with any aspect of the Company's notice and procedural requirements, absent unusual circumstances.

### Key Teammate Exemption

Key Teammates, defined as salaried and FMLA-eligible Teammates who are among the highest paid 10% of all Teammates at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of Fitness Connection. This fact-specific determination will be made by Fitness Connection on a case-by-case basis.

### Retaliation

Fitness Connection strictly prohibits and does not tolerate unlawful retaliation against any Teammate. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other forms of retaliation for participating in any activity protected by the FMLA.

## LEAVE AS AN ACCOMMODATION

The Americans with Disabilities Act and the Americans with Disabilities Amendments Act are federal laws that prohibit discrimination against job applicants and Teammates with disabilities, and require the provision of reasonable accommodations to job applicants and Teammates who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential duties of the position. Fitness Connection is committed to complying with all applicable laws concerning the employment of persons with disabilities.

As set forth in the Disability and Religious Accommodation policy above, Fitness Connection will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or unless the accommodation creates an undue hardship for the Company. One type of accommodation that may be provided is a leave of absence.

Leave as an accommodation applies only to Teammates who do not meet the eligibility requirements under Fitness Connection's other leave policies or who have exhausted available leave under the other leave policies. A Teammate may request a leave of absence or an extension of a leave of absence as an accommodation for a disability if such leave would allow the Teammate to return to work following leave and perform the essential functions of the Teammate's position. In order to be eligible for leave as a reasonable accommodation, you must request it from Fitness Connection and engage in the interactive process to determine whether a period of definite and temporary leave is reasonably likely to allow you to return to work and **perform the essential functions of your position. Leave granted as a reasonable accommodation cannot be for more than thirty (30) day increments** without both parties further engaging in the interactive process. Limiting leave to such increments promotes frequent communication regarding the Teammate's progress and whether the period of leave continues to be a reasonable accommodation under the circumstances. To obtain leave under this policy, the Teammate must cooperate with the Company to obtain medical information substantiating:

- the nature of impairment;
- the functions the Teammate cannot perform;
- the amount of time the Teammate will have the restrictions;
- an estimated return-to-work date;
- the level of confidence of the physician regarding these details; and
- estimated restrictions that will still exist after the Teammate is released to return (if any).

Whether leave should be granted under this policy will be determined by Fitness Connection in accordance with applicable law. Fitness Connection will attempt to balance the Teammate's need for leave, the effectiveness of granting the leave, and the reasonableness of the length of time requested with the needs of the business and the hardship posed to the department/operations and the Company in granting the leave

Contact the People Team with any questions or requests for accommodation.

## UNIFORMED SERVICES LEAVE

A military leave of absence will be granted to Teammates who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. The leave will be unpaid. However, Teammates may use any available PTO for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the Teammate is otherwise eligible.

Benefit accruals such as PTO will be suspended during the leave and will resume upon the Teammate's return to active employment.

## PERSONAL LEAVE – OTHER

Fitness Connection provides personal leaves of absence without pay to eligible Teammates who wish to take time off from work to accommodate (i) an event or condition that would qualify for FMLA leave if the required service term and hours worked were met (e.g., bonding leave, serious health condition leave, and/or leave to care for a family member with a serious health condition) or (ii) personal obligations, and in either case do not otherwise qualify for any other types of leave outlined in this Handbook. Teammates eligible for this type of personal leave may who are granted this type of personal leave may be granted an unpaid leave of absence for up to six (6) weeks every one (1) year, based on a rolling twelve (12) month period, so long as they provide Fitness Connection with all reasonably requested documentation certifying the need for leave and the qualifying event or condition.

As soon as you become aware of the need for a personal leave of absence, you should request it from your Supervisor. In all cases, any earned and unused PTO must be substituted for a portion of unpaid personal leave. The combination of PTO and unpaid personal leave will not exceed six (6) weeks. If this initial period proves insufficient, consideration will be given to a request for an extension of up to six (6) weeks if supporting documentation certifying the need for the extension is provided.

A personal leave of absence under this policy is discretionary and it not job-protected leave. Fitness Connection will attempt to balance the Teammate's need for leave, the effectiveness of granting the leave, and the reasonableness of the length of time requested with the needs of the business and the hardship posed to the department/operations and the Company in granting the leave.

Subject to the terms, conditions and limitations of the applicable plans, Fitness Connection will continue to provide health insurance benefits for the full period of the approved personal leave. Teammates remain personally responsible for their usual premium payment. Before beginning leave, please contact the Benefits team to arrange for timely premium payments. If a Teammate fails to report to work promptly at the expiration of the approved leave period, Fitness Connection will assume the Teammate has resigned.

## JURY DUTY LEAVE

Fitness Connection supports Teammates in fulfilling their civic responsibilities by testifying as a witness or participating in jury duty (together, "court duty"). If you are called for court duty, Fitness Connection will pay full-time Teammates any difference between the total amounts paid to them for court duty and their lost wages, up to a maximum of 10 working days (straight time pay), unless additional compensation is required according to state law. Evidence of jury duty

attendance or a subpoena must be presented to your Supervisor. You should continue to report for work on those days or parts of days when excused from court duty or when court duty does not conflict with your work schedule.

## TIME OFF FOR VOTING

Teammates are encouraged to fulfill their civic responsibility by voting in local, state, and national elections. If a Teammates normal working hours do not afford a consecutive two (2) hour period for voting on election day, they may take up to two (2) hours of paid time off to vote. Teammates are required to provide reasonable notice to their supervisor, which in most cases will be at least two (2) days' notice, and evidence of voting may be required.

*[Remainder of page intentionally left blank]*7

