

## **KBP Employee Handbook Addendum Illinois**

### **INTRODUCTION**

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of Illinois. If any provision in this Addendum conflicts with language in the Employee Handbook (“Handbook”) and/or any other previous policy, this Addendum will control.

This Addendum is to be read in connection with the Handbook. Together, the Handbook and Addendum will provide you with information about your employment and serve as a guide to the Company’s current policies, practices, and procedures.

### **POLICIES**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination, harassment, and retaliation in employment based on actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles like braids, locs and twists); color; religion; national origin; work authorization status; ancestry; sex; sexual orientation; gender identity and expression; pregnancy, childbirth, or related medical conditions; age; disability or handicap (including unlawful discrimination against an employee due to their association with a person with a disability); citizenship status; military status; housing status; genetic information and testing; marital status; order of protection status; unfavorable discharge from military status; arrest records; source of income; credit report/history; off duty tobacco and alcohol usage; status as a registered qualifying medical marijuana patient or a registered caregiver;; or any other category protected by federal, state or local law. Violation of this policy will result in disciplinary action, up to and including immediate termination. Please see the legal postings on the bulletin board for a full list of state-protected EEO categories.

#### **NO HARASSMENT**

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. We are committed to providing a workplace that is free of unlawful harassment, discrimination and retaliation in compliance with applicable law, including the Illinois Human Rights Act. In furtherance of our commitment against discrimination and harassment, the Company prohibits all discrimination and harassment based on actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles like braids, locs and twists); color; religion; national origin; work authorization status; ancestry; sex; sexual orientation; gender identity and expression; pregnancy, childbirth, or related medical conditions; age; disability or handicap (including unlawful discrimination against an employee due to their association with a person with a disability); citizenship status; military status; housing status; genetic information and testing; marital status; order of protection status; unfavorable discharge from military status; arrest records; source of income; credit report/history; off duty tobacco and alcohol usage; status as a registered qualifying medical marijuana patient or a registered caregiver;; or any other category protected by applicable state, federal, or local law.

**Violation of this policy will result in disciplinary action, up to and including immediate termination.**

The Company prohibits managers, supervisors and employees from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing, discriminating or retaliating against our managers, supervisors and employees.

The term "workplace" includes, but is not limited to, when employees are on Company premises, at a Company-sponsored off-site event, traveling on behalf of the Company, or conducting Company business, regardless of location. This policy extends to social affairs, functions, events, travel, tradeshow, and similar gatherings whether on or off Company site(s) at any time.

By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, derogatory comments and any other offensive remarks;
- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- Inappropriate verbal, graphic, or physical conduct;
- Sending or posting harassing messages, videos or messages via text, instant messaging, or social media; or
- Other harassing conduct based on one or more of the protected categories identified in this policy.

Sexual harassment\* is a form of unlawful sex discrimination and includes harassment on the basis of sex (including same sex), sexual orientation, or gender identity. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, or any conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

\*Sexual harassment is illegal in Chicago, Retaliation for reporting alleged sexual harassment is illegal in Chicago. Employees are required to attend annual training against sexual harassment.

By way of illustration only, and not limitation, examples of unlawful and unacceptable behavior include:

- Unwanted and/or unwelcome flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts;

- Comments, slurs, jokes, remarks or epithets related to sex, gender, or sexual orientation;
- Offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, vulgar or sexual gestures, and displaying or posting sexually suggestive and/or derogatory objects or pictures, drawings, cartoons or posters;
- Verbal sexual advances, propositions or requests;
- Conversations about sexual activities;
- Sending or posting sexually-related messages, videos, messages, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- Physical conduct, such as touching, groping, assault, impeding or blocking movement (regardless of the gender of either party);
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items; or
- Other conduct which has the purpose of unreasonably interfering with an individual's performance or which has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Further examples of prohibited sexual harassment, in addition to those articulated above, include harassment based on gender, transgender, gender identity and sexual orientation. By way of illustration only, and not limitation, some examples of such behavior include:

- Physical or verbal abuse concerning an individual's actual sex or the perception of the individual's gender, gender identity, or gender expression;
- References concerning an individual's characteristics such as pitch of voice, anatomy, facial hair, or the size or shape of a person's body, including remarks that a male is too feminine, or a female is too masculine;
- Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity; or
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

The Company prohibits retaliation against any individual for filing a complaint of or cooperating in an investigation of harassment. The Company prohibits retaliation, including threatening an individual or taking any adverse action against an individual for: (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any

form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. First, discuss any concern with your immediate supervisor.
2. If you are not satisfied after you speak with your immediate supervisor or if you feel that you cannot speak to your immediate supervisor, discuss your concern with your Managing Partner/General Manager.
3. If you are not satisfied after you speak with your Managing Partner/General Manager or if you feel you cannot speak to your Managing Partner/General Manager speak to your Area Coach.
4. If at any time you feel the need to speak to other members of management, you may contact Human Resources.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem. We will investigate the report and then take prompt, appropriate remedial action. The Company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation. Persons who violate this or any other Company policy are subject to discipline, up to and including discharge.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

In addition, to assist our employees who are or become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related condition, we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs.

If you are dissatisfied with the resolution of your concern, you may also file a complaint by visiting, writing, or calling:

The Illinois Department of Human Rights (IDHR) at:

- Chicago: 555 W. Monroe Street, Suite 700, Chicago, IL 60661; Telephone: (312) 814-6200; TTY: (866) 740-3953; Fax: (312) 814-6251
- Springfield: 524 S. 2<sup>nd</sup> Street, Suite 300, Springfield, IL 62701; Telephone: (217) 785-

5100; TTY: (866) 740-3953; Fax: (217) 785-5106

The Chicago Commission on Human Relations (for employees working in Chicago) at:

- 740 N. Sedgwick, 4<sup>th</sup> Floor, Chicago, IL 60654; Telephone: (312) 744-4111

The U.S. Equal Employment Opportunity Commission (EEOC) at:

- Chicago District Office: 230 South Dearborn Street, Suite 1866, Chicago IL 60604; Telephone: (321) 872-9744; TTY: (866) 740-3953

You may also contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703 or visit [www.illinois.gov/dhr](http://www.illinois.gov/dhr).

## **BIOMETRIC DATA AND PERSONAL INFORMATION**

The Company may use biometric identifiers to provide employees with access to facilities and/or collect information for business purposes. Biometric information may be collected through a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. You will be provided with additional information and any legally required notices separate from this Handbook.

## **BLOOD DONATION LEAVE**

The Company provides eligible full-time employees with one (1) hour of paid time off every fifty-six (56) days to donate blood. To be eligible, employees must have completed at least six (6) months of continuous employment with the Company. Employees requesting leave should provide their supervisor with written verification of the purpose and length of leave. For more information, please see your supervisor.

## **CIVIL AIR PATROL LEAVE**

Employees who serve as a member of the Civil Air Patrol, and who are called to perform a civil air patrol mission will be provided up to thirty (30) days of unpaid leave to serve.

To be eligible for leave under this policy, the employee must have:

1. Been employed by the Company for at least twelve (12) months; and
2. Been employed for at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of leave.

Eligible employees must give at least fourteen (14) days' notice to the Company of the date which leave will commence, if it will consist of five (5) or more consecutive work days. For leaves lasting less than five (5) consecutive work days, employees should provide notice as far in advance as possible.

Employees may elect to continue their benefits at their own expense while taking leave in accordance with this policy.

The Company may require employees to provide certification from a Civil Air Patrol authority of eligibility for their requested leave.

## **DAY OF REST**

The Company provides eligible non-exempt employees with at least twenty-four (24) consecutive hours of rest in every consecutive seven (7) day period.

## **ELECTION JUDGE LEAVE**

Appointed election judges are granted unpaid leave on Election Day. Employees must provide at least twenty (20) days' written notice of the need for leave and provide documentation demonstrating the appointment and the dates of required service.

## **EMERGENCY RESPONDER LEAVE**

The Company provides employees who work as Volunteer Emergency Workers with unpaid leave when necessary to respond to emergency calls received prior to the time the employee is scheduled to report to work.

As used in this policy, "Volunteer Emergency Worker" means a person who serves as a member of a fire department of a fire protection district, municipality, or other unit of government on other than on a full-time career basis and who meets the requirements for volunteer status defined by law. Eligible employees include, but are not limited to, volunteer Emergency Medical Service (EMS) Systems Act personnel, First Responders, Emergency Medical Technicians (EMT), ambulance drivers and attendants, and volunteer members of an emergency services and/or disaster agency.

Employees using this leave must make reasonable efforts to notify the Company of their service and must continue to make reasonable efforts to notify the Company during their absence. The Company will not take adverse action against any employee responding to an emergency phone call or text message requesting the person's volunteer emergency services, during working hours.

The Company may request an employee to provide a written verification from their supervisor or acting supervisor of the volunteer fire department or emergency medical services that the employee served as a volunteer during the period requested for leave.

Notwithstanding, employees are expected to follow all other Company rules regarding cell phone use.

## **EMPLOYING MINORS – CHILD LABOR**

KBP is committed to full compliance with the federal and state child labor laws. KBP has implemented various compliance and monitoring processes to ensure compliance with KBP's policies and the requirements of the law.

Due to the nature of KBP's business, the Company from time to time may hire minors to fill designated non-hazardous positions. KBP defines a minor as any employee between the ages of 15 and 17. KBP however, strictly prohibits hiring anyone under the age of 15, regardless of the position or location.

KBP also strictly prohibits minors working in any KBP position that is or may be dangerous, hazardous, or harmful in any way to their lives, health, safety, morals, or welfare, including any functions, activities, or occupation declared hazardous by applicable state or federal law. To ensure compliance with this policy, all KBP minor employment placements must be approved by the

General Manager or Area Coach in your location. Placing a minor in a position prohibited by this policy is grounds for disciplinary action up to and including termination, which may be progressive or immediate. KBP will determine the appropriate level of discipline based upon the particular facts and circumstances.

In locations where federal and state child labor laws differ, KBP is required to follow the more restrictive rules as outlined below. If you are unsure about the child labor laws applicable to your location, please contact your KBP HR Business Partner or KBP's HR Ethics Hotline at 888-971-2991. For your reference, links to the federal and state child labor laws are provided below:

**US DOL:** <https://www.dol.gov/agencies/whd/child-labor>

**Illinois DOL:** <https://labor.illinois.gov/laws-rules/fls/child-labor-law-compliance.html>

### **Hazardous Functions, Activities, Occupations**

Federal and state law prohibits minors from working in positions or occupations that are declared hazardous. Minors employed by KBP are **strictly prohibited** from performing any of the following activities:

#### **Minors Under 18:**

- Use, set up, adjusting, cleaning of commercial mixers and power-driven bakery machines;
- Working in freezers and coolers, except to momentarily retrieve permitted items; and
- Loading and unloading from motor vehicles.

#### **Minors Age 15 (in addition to those listed above also are prohibited from the following):**

- Cooking duties over open flame;
- Use of deep fat fryers unless it has devices that automatically raise and lower the baskets;
- Operating broilers, rotisseries, pressure cookers, high-speed ovens or rapid toasters;
- Performing any baking activities; and
- Using any slicers, grinders, or processors.

#### ***Illinois - Hazardous Functions, Activities, Occupations***

In addition to the federal rules listed above, Illinois law places *further restrictions* on minors. Illinois prohibits any minor under 18 years of age, from being employed in occupations that are hazardous to their health, morals, or well-being.

#### **Illinois Minors Age 15 (in addition to the federal rules listed above) May Not:**

- Work in jobs involving oiling, cleaning, or wiping of machinery or shafting.

#### **Minors Age 15 – Permissible Job Functions at KBP:**

KBP has outlined a non-exhaustive list of common job functions performed at its locations that 15-year-olds are permitted to perform as listed below. If you have questions about a particular job function or equipment that may or may not be listed below, contact your HR Business Partner prior to the 15-year-old commencing the work.

#### ***Acceptable KBP Job Functions for 15-Year-Old Employees:***

- Greet customers and obtain orders;

- Perform cashiering duties;
- Provide drive-thru support;
- Make beverages;
- Pack orders;
- Bag and carry out customer orders;
- Clean up work (wiping tables, sweeping floors, cleaning restrooms, picking up trash in parking lot, washing dishes);
- Prep in the kitchen area (not in the cooler and/or freezer); and
- Prep sides by using the microwave.

### **Employment Certificates/Work Permits**

**Minors must present KBP documents as evidence of their age.** The original documents KBP obtains for certifying the age of minor employees should be kept on-site at the work location **and** uploaded to KBP's Workday system by the hiring manager.

#### ***Illinois - Employment Certificates/Work Permits***

Any minor under 16 *must* obtain and present a **work permit** to KBP during the recruiting process prior to being hired. To obtain a certificate, a minor will be provided a requisite promise of employment from the employer that sets forth the nature of the prospective occupation and the exact hours per day and days per week during which the minor will be employed. Parental consent, proof of age, a statement from the minor's school, and a physician's statement of physical fitness are also required. Therefore, KBP prohibits anyone in management from allowing a minor under 16 to begin work without first obtaining a state-issued work permit,

After employing a minor with a work permit, KBP must keep the minor's work permit in compliance with state law. **Managers are required to keep the original work permits on-site at the work location and a copy uploaded to KBP's Workday system.** Upon separation of employment, a KBP manager must return a minor's work permit to the issuing official.

### **Uniforms for 15-Year-Old Workers**

All KBP employees are required to adhere to the Company's uniform, appearance and hygiene standards. Employees who are 15-years-old are required to wear specialized hat colors (color dependent upon brand and location) at all times during their shift. The hat colors provide managers a monitoring system to be easily alerted to the employee's specific work limitations and restrictions.

### **Hours of Work and Scheduling of Minors**

Once KBP hires a minor, the Company will strictly comply with the hours of work limitations for minors. In areas where the state and federal laws differ, KBP follows the more restrictive hours limitations for minors. Generally, minors may only be scheduled as follows:

#### **Minors Age 15 (Federal):**

- **When school is in session**, may only work between the hours of 7 a.m. to 7 p.m., and
  - May not be scheduled or work more than 3 hours on any school day, including Fridays;
  - May not be scheduled more than 8 hours on any non-school day; and
  - May not work more than 18 hours total in any school week.



- Between June 1 and Labor Day, 15-year-olds may work between the hours of 7 a.m. and 9 p.m., but may not be scheduled or work more than 40 hours per week.

**Minors Age 15 (Illinois):**

- Must be scheduled for no more than 8 hours per calendar day;
- Must be scheduled for no more than 48 hours per week;
- Must be scheduled for no more than 6 consecutive days per week;
- May work on both Saturday and Sunday for up to 8 hours each day only under the following circumstances:
  - The minor does not work outside school more than 6 consecutive days in any one week; and.
  - The number of hours worked by the minor outside school in any week does not exceed 24 hours.
- No worker under 16 years of age may work for more than 5 hours continuously without at least a 30-minute uninterrupted rest or meal break.
- For further information see the Illinois Department of Labor posted notice on the bulletin board.

**Minors Age 16 & 17:**

- Other than the hazardous functions or occupations that 16- and 17-year-olds may not perform (see above), these individuals may be scheduled and work unlimited hours in compliance with the generally applicable wage and hour laws.

**Questions/Reporting**

Employees with questions concerning the application of this child labor policy, must consult with Human Resources immediately. Any employee who knows or suspects that this policy is being violated is required immediately to report this information to Human Resources. Any questions or reports relating to child labor should be made by contacting KBP's HR Ethics Hotline at 888-971-2991.

**FAMILY BEREAVEMENT LEAVE**

The Company provides eligible employees with up to two (2) weeks (i.e. ten (10) workdays) of unpaid leave per 12-month period, for family bereavement purposes.

**Eligible Employees**

To be eligible, employees must:

1. Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the 7-year requirement);
2. Have worked at least 1,250 hours for the Company over the preceding twelve (12) months; and
3. Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

## Purposes for Leave

Eligible employees may use leave provided under this policy to:

1. Attend the funeral (or alternative to a funeral) of a family member;
2. Make arrangements necessitated by the death of a family member;
3. Grieve the death of a family member; or
4. For time away from work due to a miscarriage, unsuccessful round of intrauterine insemination or other assisted reproductive technology procedure (e.g., embryo transplant, IVF); a failed adoption match or adoption not finalized because it was contested by another party; diagnosis that negatively impacts pregnancy or fertility; or a still birth.

As used in this policy, the term “family member” means an employee’s child, stepchild, spouse, domestic partner, civil union partner, sibling, parent, parent-in-law, grandchild, grandparent, or stepparent.

## Extended Leave

In the event of the death of more than one family member in a 12-month period, eligible employees may take up to six (6) weeks of unpaid bereavement leave during the 12-month period.

## Notice and Scheduling

Leave must occur within sixty (60) days after the date on which the employee receives notice of the death of a family member, or the date on which a qualifying event occurs.

Requests for leave should be made at least forty-eight (48) hours in advance of the need for leave, unless providing such notice is not reasonable and practicable.

The Company may require you to provide documentation supporting the need for leave.

## Interaction with Other Leaves

This leave may run concurrently with leave under the Federal Family and Medical Leave Act and/or any other leave, including paid leave, as permitted by state and federal law. This policy does not create any right to take unpaid leave in excess of the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by the Federal Family and Medical Leave Act.

## Discrimination or Retaliation is Prohibited

The Company will not discriminate or retaliate against an employee who requests or uses leave under this policy consistent with applicable law.

## **FAMILY MILITARY LEAVE**

Eligible employees who are the spouse, civil union partner, parent, child, or grandparent of a person called to serve over thirty (30) days in the military may take up to thirty (30) days of unpaid

family military leave during the military service member's deployment.

To be eligible for family military leave, employees must have been employed by the Company for twelve (12) months and worked 1,250 hours during the twelve (12) month period immediately preceding the start of the leave.

Employees must provide the Company with at least fourteen (14) days' notice for leave lasting five (5) or more consecutive workdays. For leaves of less than five (5) days, employees must provide the Company with as much notice as possible.

Employees must provide certification from the proper military authority to verify eligibility for the leave requested.

Employees must exhaust all earned unused paid time off, except sick leave, before taking leave under this policy. This leave may run concurrently with the Federal Family and Medical Leave Act for qualifying exigency and/or any other leave where permitted by state and federal law.

### **ILLINOIS AND COOK COUNTY PAID LEAVE (EFFECTIVE JANUARY 1, 2024)**

***Employees, please note: This policy may be amended or revised at a later date, to incorporate regulations or guidance which may be subsequently published.***

The Company provides eligible employees with paid leave, in accordance with the Illinois Paid Leave for All Workers Act and the Cook County Paid Leave Ordinance (collectively the "Act"), that can be used for vacation, sick leave, personal leave, and other purposes allowed by law, as follows:

#### **Eligibility**

This policy applies to all employees who are not covered by another local ordinance requiring paid time off and employees who work in Cook County. This policy does not apply to employees who are covered by another local ordinance requiring paid time off, including the City of Chicago.

#### **Accrual Rate**

At the start of employment or January 1, 2024, whichever is later, employees will begin accruing paid leave at a rate of one (1) hour of paid leave for every forty (40) hours worked, up to a maximum of forty (40) hours per Benefit Year.

#### **Benefit Year**

Paid leave is calculated based on the anniversary year ("Benefit Year").

#### **Use of Paid Leave**

Employees may begin using paid leave after completing ninety (90) days of employment. Employees may use up to forty (40) hours of paid leave per Benefit Year.

Paid leave may generally be taken in a minimum increment of two (2) hours. However, if an employee's scheduled workday is less than two (2) hours, then the employee's scheduled workday will be used to determine the amount of paid leave to be used.

## **Purposes for Paid Leave**

Paid leave can be used for any reason of the employee's choosing, including but not limited to vacation, sick leave, care of a family member, personal leave, or any other reason allowed by law.

## **Carry Over**

Employees may carry over up to forty (40) hours of paid leave from one Benefit Year to the next. However, employees may not use more than forty (40) hours of paid leave per Benefit Year.

## **Notice and Scheduling Leave**

All paid leave must be scheduled and approved by your supervisor. Where foreseeable (such as for vacation), employees must request leave as far in advance as possible, no later than seven (7) days in advance. Where unforeseeable (such as in the event of emergency), employees must request leave as soon as practicable. Requests may be made orally or in writing. Employees must follow the Company's normal absence procedures for notifying the Company of any need for leave under this policy and should see our Absenteeism and Tardiness policy for additional information.

While the Company does not require employees to provide documentation or certification's proof or support of the need for leave, the Company does expect employees to follow the appropriate notice and scheduling requirements above.

The Company will not interfere with, deny or change an employee's work schedule (including work days or hours), to avoid provision or use of paid leave under this policy.

## **Payment of Paid Leave**

Paid leave will normally be paid at the employee's regular rate of pay. The Company will maintain coverage under any group health plan, for the duration of the employee's paid leave, at no less than the leave and conditions of coverage that would have been provided if the employee had not taken paid leave. Please note, employees remain responsible for paying their portion of health care premiums while on leave.

## **End of Employment**

The Company does not pay for unused leave at the end of employment, unless required to do so by law.

## **Interaction With Other Leaves**

Employees may choose whether to use paid leave provided under this policy prior to using any other leave provided by the Company or applicable law.

To the extent applicable, paid leave may run concurrent with leave provided under the Federal Family and Medical Leave Act and/or any other leave permitted by law.

## **Discrimination and Retaliation Prohibited**

The Company will not discriminate or retaliate against any employee for requesting or using paid leave in accordance with applicable law. If you believe this policy may have been violated, please

notify Human Resources immediately.

If upon the commencement of employment or ninety (90) days after January 1, 2024, whichever is later, you believe you have been subject to discrimination or retaliation for: (1) exercising any rights or attempting to exercise any rights under the Act; (2) opposing any practice which you believe to be in violation of the Act; or (3) supporting the exercise of the rights of another employee under the Act, and we are unable to resolve your concern, you may contact the Illinois Department of Labor or the Cook County Commission on Human Rights, to file a complaint.

### **Interpretation and Enforcement**

This policy will be interpreted and enforced consistent with applicable law. To the extent this policy conflicts or appears to conflict with applicable law, the Company will follow applicable law.

### **Questions**

If you have any questions regarding the Company's paid leave policy, please contact Human Resources.

### **JURY DUTY**

If you receive a call to jury duty, please notify your supervisor immediately so that we can plan our work with as little disruption as possible. The Company will provide you with unpaid leave for jury duty.

Employees with jury duty must provide their supervisor with a copy of the subpoena. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to notify their supervisor as soon as possible and report to work if necessary.

### **KIN CARE LEAVE**

Pursuant to the Illinois Employee Sick Leave Act (ESLA), all employees eligible for paid or unpaid leave through a Company benefit plan or paid time off policy for the employee's own personal illness, injury, or medical appointment, may use such time due to the illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent or for the personal care of a covered family member.

Leave can be used on the same terms upon which the employee uses their own leave benefits. The Company may limit the use of leave as described above, to an amount not less than the personal sick leave that would be earned during six (6) months at the employee's then current rate of entitlement.

The Company may request written verification to support the need for leave, where consistent with other Company benefit plans or paid leave policies.

As used in this policy, the term "covered family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

As used in this policy, "personal care" means activities to ensure that the family member's basic

medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments for a family member who is unable to meet their own needs. Personal care also means being physically present to provide emotional support to a family member with a serious health condition who is receiving inpatient or home care.

## **LACTATION BREAKS**

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up for to one (1) year of age; unless doing so would create an undue hardship on the Company. The break time should, if possible, be taken concurrently with other break periods already provided. The Company will not reduce an employee's pay for time used to express milk. The Company will also make reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor to request time to express breast milk under this policy.

## **LEAVE RELATED TO DOMESTIC, SEXUAL, GENDER, AND OTHER CRIMES OF VIOLENCE**

Employees who are victims of domestic violence, sexual violence, or gender violence or who have family or household members who are a victim of domestic violence, sexual violence, or gender violence are permitted to take unpaid leave up to a total of 12 workweeks during any 12-month period if the employee or employee's family or household member is experiencing an incident of domestic violence, sexual violence, or gender violence or to address domestic violence, sexual violence, or gender violence by:

1. Seeking medical attention for, or recover from, physical or psychological injuries caused by domestic violence, sexual violence, or gender violence to the employee or the employee's family or household member;
2. Obtaining services from a victim services organization for the employee or the employee's family or household member;
3. Obtaining psychological or other counseling for the employee or the employee's family or household member;
4. Participating in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family or household member from future domestic violence, sexual violence, or gender violence, or ensure economic security; or
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic violence, sexual violence, or gender violence.

"Family or household members" include spouses; parties to civil unions; parents and grandparents; children; grandchildren; siblings or any other person related by blood or by present/prior marriage or civil union; another person who shares a relationship through a child; any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee; and persons jointly residing in the same household.

Where leave is foreseeable, employees must provide the Company reasonable advance notice of at least two (2) days, of their need to take leave. In emergency circumstances or for unscheduled/emergency court appearances the employee must provide notice as soon as practicable. In emergency situations, the Company will not take action against the employee if, within a reasonable time after the absence, they provide the Company with documentation that their absence was necessary. The Company will not request or require more than one document to be submitted during the same 12-month period that leave is requested or taken if the reason for leave is related to the same incident or incidents of violence or the same perpetrator or perpetrators of the violence.

Leave may be taken intermittently or on a reduced work schedule. Affected employees may elect to use earned paid or unpaid leave (including family, medical, sick, annual, personal, or similar leave) to run concurrent with leave provided under this policy. Please note that this leave does not create a right for employees to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to, unpaid leave time permitted by the Federal Family and Medical Leave Act.

The Company will maintain information provided in connection with leave confidential, unless disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

The Company encourages employees who think they might be at risk of a domestic or intimate partner coming to the workplace to commit an act of violence to share information with a supervisor, security personnel, human resources personnel, or other company representative about the potential risk. The Company will make reasonable accommodations to protect the reporting employee and all employees from the risk of violence.

The Company will not discriminate or retaliate against any employee because the employee was involved in, is, or is perceived to be a victim of domestic violence, sexual violence or gender violence. Similarly, the Company will not discriminate or retaliate against any employee for attending, participating in, preparing for, or requesting leave to attend, participate in, or prepare for a criminal or civil legal proceeding relating to an incident of domestic violence, sexual violence, or gender violence or because the employee requested a workplace accommodation in response to actual or threatened domestic violence, sexual violence, or gender violence or for engaging in any other activity protected by law. An employee who feels they have been discriminated or retaliated against in violation of this policy must report it to Human Resources immediately.

## **MEAL AND BREAK PERIODS**

KBP is committed to full compliance with federal and state wage and hour laws regarding employee breaks and mealtimes. Employee break schedules, when applicable, are set by store management based upon the business needs and in compliance with any legally required breaktimes. Generally, for our hourly employees, a duty-free meal period of 20 minutes or longer will be unpaid and break period(s) under 20 minutes will be paid. Hourly should remember to clock-in/out for all duty-free meal and break period(s) and should not perform any work during these break times. KBP prohibits employees from working off-the-clock under any circumstances including during break/mealtimes. Employees should not perform work unless you are “on the clock.” Violations of this policy will result in disciplinary action up to and including termination.

### ***Illinois***

The Company provides all employees working seven and a half (7.5) hours, with a twenty

(20) minute duty-free meal period, which should be taken before the employee's fifth hour of work. An employee who works in excess of seven and a half (7.5) hours, will be provided with an additional twenty (20) minute duty-free meal period for every additional four and a half (4.5) hours worked. For purposes of this policy, a meal period does not include reasonable time spent using the restroom facilities.

## **NO WEAPONS IN THE WORKPLACE**

The Company prohibits you and all other persons (other than law enforcement and authorized security personnel) from having firearms in working areas, in buildings, or on your person during working time or while performing work. Firearms are prohibited on all Company property and in Company vehicles. The only exception to this rule is that a person with a current license to carry a firearm may keep a firearm in his or her personal vehicle so long as it is kept out of sight in a locked, enclosed compartment or area of their vehicle in the Company's parking lot. Anyone who has a license to carry a firearm and will have the firearm on Company property, must notify the Company and provide a copy of the license.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to Human Resources immediately.

An employee's failure to notify the Company with a copy of a current firearm license, to properly secure and protect a firearm or to comply with this policy may subject them to discipline, up to and including immediate termination. Employees who have questions concerning the application of this policy, should consult Human Resources immediately.

## **CHICAGO PAID SICK LEAVE**

The Company provides eligible employees with paid sick leave in accordance with applicable local laws. This policy shall apply to eligible employees (as defined below) through June 30, 2024. Starting July 1, 2024, the Company's "Chicago Paid Leave and Sick Leave" policy shall take effect and supersede this policy.

### **Eligibility**

All employees who, in any particular two-week period, perform at least two hours of work for the Company while physically present within the geographic boundaries of Chicago and who work for the Company at least eighty (80) hours in a one-hundred and twenty (120) day period are eligible for paid sick leave.

### **Accrual**

At the start of employment, eligible employees will accrue paid sick leave at a rate of not less than one (1) hour for every forty (40) hours worked per year, up to a maximum of forty (40) hours.

### **Benefit Year**

Paid sick leave is calculated based on the twelve (12) month period beginning on the date on which the employee began accruing paid sick leave ("Benefit Year").

### **Use of Paid Sick Leave**

Eligible employees can begin using paid sick leave starting on the 180th calendar day after the



start of employment. Employees can use up to a maximum of forty (40) hours of paid sick leave per year. But see carry-over provision below.

Employees may use paid sick leave in minimum increments of one (1) hour.

### **Carry-Over for Non-FMLA Eligible Employees**

Non-FMLA eligible employees will be allowed to carry-over half of their unused accrued leave up to a maximum of twenty (20) hours to the next year and can use up to a maximum of forty (40) hours of leave per year.

### **Carry-Over for FMLA Eligible Employees**

FMLA eligible employees are allowed to carry-over half of their unused accrued leave up to a maximum of twenty (20) hours to the next year. In addition, employees can carry over another forty (40) hours of accrued paid sick leave, to use exclusively for FMLA purposes.

Any employee who carries over forty (40) hours of paid sick leave to be used exclusively for FMLA purposes and uses such leave, is entitled to use no more than an additional twenty (20) hours of accrued paid sick leave during the same benefit year for purposes specified herein, unless the Company sets a higher limit.

### **Purposes for Paid Sick Leave**

Sick leave may be used for the following purposes:

1. When the employee is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis, or preventative medical care;
2. When a family member is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis, or preventative medical care;
3. When the employee or the employee's family member, is the victim of domestic violence, sexual violence, a sex offense or stalking;
4. When the Company is closed by order of a public official due to a public health emergency;
5. For the care of a child whose school or place of care has been closed by order of a public official due to a public health emergency;
6. For FMLA purposes; or
7. Any other purpose allowed by law.

For purposes of this policy, the term "family member" includes the employee's child, legal guardian or ward, spouse, domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. A "child" includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, foster care relationship, or a child to whom the employee stands *in loco parentis*. A "parent" includes a biological, foster, stepparent, adoptive parent, legal guardian of the employee, or a person who stood *in loco parentis* when the employee was a minor child.

### **Notice and Scheduling Leave**

Where foreseeable, the Company expects employees to make a good faith effort to provide as much advanced notice of the need for leave as possible and that employees will take reasonable efforts to schedule leave in a manner that does not unduly disrupt Company operations. Where unforeseeable, the employee's supervisor must be notified of the need for leave as soon as practicable. Where possible, the request must include the expected duration of leave.

### **Certification**

For absences of more than three (3) work days, the Company will require verification regarding the need for leave. The Company will maintain the information provided confidential, to the extent required by law.

### **Payment of Sick Leave**

Generally, leave will be paid at the employee's normal wage rate for the period of time in which sick leave is used, and with continuation of the same benefits as the employee normally earns during work hours. Please contact Human Resources if you have questions regarding payment of leave specific to your pay plan.

### **Termination of Employment**

Unused leave will not be paid out at the end of employment, unless otherwise required by law.

### **Family and Medical Leave**

Sick leave will run concurrent with FMLA and/or any other leave, where permitted by federal, state and/or local law.

### **Enforcement**

This policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

### **Discrimination and Retaliation Prohibited**

The Company will not retaliate or discriminate against any employee that requests or uses sick leave. Likewise, the Company will not retaliate or discriminate against any employee for exercising his or her rights under federal, state or local laws.

### **Questions**

If you have any questions regarding the Company's paid sick leave policy, please see your supervisor.

## Chicago Paid Leave and Sick Leave for Employees

The Company provides Paid Leave and Paid Sick Leave to all employees who have worked a minimum of eighty (80) hours within any 120-day period while physically present within the geographic boundaries of the City of Chicago. Starting July 1, 2024, this policy replaces the Company's "Chicago Paid Sick Leave" policy.

Paid Leave and Sick Leave are calculated based on the employee's anniversary year ("Benefit Year").

At the start of employment or July 1, 2024, whichever is later, Employees accrue one (1) hour of Paid Leave and (1) hour of Sick Leave for every thirty-five (35) hours worked within the City of Chicago up to a maximum of forty (40) hours of Paid Leave and (40) hours of Sick Leave per year.

Beginning on the 30<sup>th</sup> of employment, eligible Employees may begin to use earned Sick Leave as it is accrued. For Paid Leave, Employees may begin to use available accrued time on their 90<sup>th</sup> day of employment.

Employees are allowed to carryover up to (16) hours of accrued but unused Paid Leave and (80) hours of accrued but unused Sick Leave to the following Benefit Year.

**Paid Leave:** Upon written or oral request, Employees may use Paid Leave for any purpose. If the need for Paid Leave is foreseeable, the employee shall provide seven (7) calendar days' notice before the date the leave is to begin. Subject to applicable law, Employees may be required to obtain reasonable preapproval from the Company before using Paid Leave for the purpose of maintaining continuity of the Company's operations.

Any earned but unused Paid Leave will be paid out at the termination of employment.

**Sick Leave** is not intended to be used as extra time for vacation. The intent for paid sick leave is for the employee or employee's covered family member's illness. Sick Leave under this policy may be used for specific Qualifying Reasons depending on your geographical location:

1. The employee is ill or injured, or to receive medical care, treatment, diagnosis, or preventative medical care;
2. To care for a member of his or her family member that is ill or injured, or who is receiving medical care, treatment, diagnosis or preventive medical care;
3. When the employee is a victim of domestic violence or a sex offense or stalking or trafficking;
4. To care for a member of his or her family that is a victim of domestic violence or a sex offense or stalking or trafficking;
5. When the Company is closed by order of a public official due to a public health emergency;
6. To care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
7. When an employee obeys an order issued by the Mayor, Governor of Illinois, the Chicago Department of Public Health, or treating healthcare provider to:
  - a. Stay at home to minimize transmission of a communicable disease;
  - b. Remain at home while experiencing symptoms or sick with a communicable disease;
  - c. Obey a quarantine order issued to the employee; or

- d. Obey an isolation order issued to the employee.

For the purposes of this policy, “family member” means employee Member’s child, legal guardian or ward, spouse, domestic partner, civil union partner, parent, the parent of employee Member’s spouse, civil union partner or domestic partner, sibling, grandparent, grandchild, godparent, godchild, co-parent, or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. A “child” includes a biological relationship and a relationship resulting from an adoption, step-relationship, and/or foster care relationship, or a child to whom an employee stands in loco parentis. A “parent” includes a biological, foster, stepparent or adoptive parent or legal guardian of employee, or a person who stood in loco parentis when the employee was a minor child.

Employees falsifying the need for Sick Leave are subject to disciplinary action up to and including termination of employment.

All requests to use Sick Leave that are reasonably foreseeable (e.g., prescheduled doctor appointments for the employee or employee’s family member and court dates for domestic violence cases) must be submitted in writing to your immediate supervisor at least seven (7) days in advance of the need to take Sick Leave. If the need to take paid sick leave is not reasonably foreseeable, Employees must provide notice as soon as “practicable,” which generally means either the same day or the next business day the employee learns of the need to take Sick Leave, in the absence of any unusual circumstances. If an employee does not have enough Sick Leave time to cover an absence, the employee may use any earned, but unused Paid Leave, or vacation day, or the leave will be unpaid.

The Company may require documentation of authorized reasons for absence(s) when an employee uses Paid Sick Leave under this policy and is absent for more than three (3) consecutively scheduled workdays due to medical reasons. The Company will maintain the information provided confidential, to the extent required by law. For more information regarding this policy, contact your supervisor or Human Resources.

Any earned but unused Sick Leave will not be paid out at the termination of employment.

Employees must use earned Paid Leave, if at all, in no less than four-hour increments and Sick Leave, if at all, in no less than two-hour increments, unless a smaller increment is required by the FMLA. Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the Family and Medical Leave Act.

Employees will not be paid for any earned but unused Paid Leave or Sick Leave that is not eligible to be carried over into the next Benefit Year.

The Company will not retaliate or discriminate against any employee that requests or uses Paid Leave or Paid Sick Leave. Likewise, the Company will not retaliate or discriminate against any employee for exercising their rights under federal, state or local laws. This policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

If you have any questions regarding this policy, contact your supervisor or Human Resources.

## **PERSONNEL RECORDS**

The Company permits employees to inspect their personnel records up to two (2) times each year. Requests should be submitted in writing and generally will be granted within seven (7) work days of receiving the request. Personnel records may include personnel documents that are intended to be used in determining your qualification for employment, promotion, transfer, wage increases, discharge, or other disciplinary action. Consistent with state law, certain records may be excluded from review, such as letters of reference, testing documents, pending claims, and investigations. Employees seek to obtain a copy of their records may do so and the Company may charge a reasonable fee for the duplication cost. If the employee disagrees with any information in the personnel record, they can submit a written statement explaining their position, attached to the disputed part of the personnel record. The inclusion of such statement does not mean that the Company agrees.

## **PREGNANCY ACCOMMODATION**

The Company provides reasonable accommodations to employees for any medical or common condition of an employee related to pregnancy or childbirth, to the extent the accommodation can be made without imposing an undue hardship on the business.

Reasonable accommodations are reasonable modifications or adjustments to the work environment, or to the manner or circumstances under which the position held is customarily performed, that enable an employee affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth to perform the essential functions of that position, and may include, but are not limited to: more frequent or longer bathroom breaks; breaks for increased water intake; breaks for period rest; private non-bathroom space for expressing breast milk and breastfeeding; seating; assistance with manual labor; light duty; temporary transfer to a less strenuous or hazardous position; the provision of an accessible worksite; acquisition or modification of equipment; job restructuring; part-time or modified work schedule; appropriate adjustment or modifications of examinations, training materials, or policies; reassignment to a vacant position; time off to recover from conditions related to childbirth; and leave necessitated by pregnancy, childbirth, medical, or related conditions resulting from pregnancy or childbirth.

In connection with an accommodation request, the Company may request medical certification supporting the need for an accommodation.

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

## **SCHOOL VISITATION LEAVE**

The Company provides eligible employees with up to eight (8) hours of unpaid leave during the school year to attend their child's school conference, behavioral meeting, or academic meeting, where such activity cannot be scheduled during non-work hours. Leave may not exceed four (4) hours on any given day.

To be eligible, employees must have completed at least six (6) months of employment. Employees seeking leave must provide at least seven (7) days' advance written notice. In emergency situations, where leave is unforeseeable, employees must provide notice as soon as practicable, at least twenty-four (24) hours' advance notice of the need for leave where possible. Leave should be scheduled so as not to disrupt Company operations. With the exception of sick or disability

leave, employees must exhaust all other vacation, personal, compensatory or other leave available before requesting leave under this policy.

An employee using leave may make up the time off on a different day or shift as approved by the Company. However, employees will not be required to make up any leave taken under this policy.

In connection with leave, the Company may require employees to provide documentation supporting their need for leave.

### **STATE-SPONSORED RETIREMENT PROGRAM**

The State has established the Illinois Secure Choice retirement program allowing eligible employees to enroll in a state sponsored retirement savings plan. This program allows eligible employees a tax-leveraged means of supplementing their retirement planning. Participation is entirely voluntary, and administration of this plan is funded entirely by employee contributions.

The Company will provide you with additional information regarding the program. If you have any questions, please see your supervisor.

### **VACATION/PAID TIME OFF**

The Company will pay you all earned but unused paid time off at the end of your employment.

### **VOLUNTEER FIRE PROTECTION TRUSTEE LEAVE**

An employee who serves as an elected or appointed trustee of a fire protection district will be provided with unpaid leave to attend a meeting of the board of trustees, including travel time. Employees using this leave must make reasonable efforts to notify the Company of their need for leave.

### **VOTING LEAVE**

Although polls are open most of the day, we realize that in some instances our employees are required to work overtime and may find that these hours are insufficient to get to the polls. Employees whose working hours begin less than two (2) hours after the opening of the polls and end less than two (2) hours before the closing of the polls will be permitted a two (2) hour paid absence during working hours to vote. If you have a problem in this regard, please let your manager know so that we can make arrangements for you to have the necessary time to get to the polls. Upon return from leave, the Company may ask for proof of having voted, such as a voting sticker.

### **WAGE DISCLOSURE PROTECTION**

The Company does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing the employee's wages or the wages of another employee. The Company does not require nondisclosure of an employee's wages as a condition of employment and will not require an employee to sign any contract, waiver or document to the contrary.

Further, the Company will not take an adverse action or retaliate against an employee discussing his or her wages or for aiding or encouraging any employee in the exercise of his or her rights. The Company will not prohibit an employee from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy will be construed to permit an employee whose job responsibilities require or allow access to other employees' wage or salary information from disclosing that information, unless the person is under a legal obligation to furnish the information and/or has obtained written consent from the employee whose information is requested or sought. Additionally, nothing in this policy requires the Company or an employee to disclose their wages in response to an inquiry by another employee.

#### **WAGE PAYMENT**

The Company pays you biweekly.

#### **WITNESS LEAVE**

Employees are provided with unpaid leave when necessary to attend or participate in a court proceeding in accordance with state law.

***Exempt employees may be provided time off with pay for any of the above-described leaves when necessary to comply with state and federal wage and hour laws.***

