

## **KBP Employee Handbook Addendum Maine**

### **INTRODUCTION**

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of Maine. 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, including hair texture, Afro styles and protective hairstyles like braids, twists and locks); color; religion; genetic information; national origin; sex; sexual orientation; gender identity or expression; pregnancy, lactation, childbirth (or related medical conditions); age; disability or handicap; citizenship status; service member status; ancestry; tobacco use during non-working hours; status as a registered qualifying medical marijuana patient or registered primary caregiver; familial status; order of protection status; 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 do not tolerate the harassment of applicants, employees, customers, or vendors. Any form of harassment relating to an individual’s actual or perceived race (including traits associated with race, including hair texture, Afro styles and protective hairstyles like braids, twists and locks); color; religion; genetic information; national origin; sex; sexual orientation; gender identity or expression; pregnancy related medical conditions, including but not limited to, lactation;, childbirth, (or related medical conditions); age; disability or handicap; citizenship status; service member status; ancestry; tobacco use during non-working hours; status as a registered qualifying medical marijuana patient or registered primary caregiver; familial status; order of protection status; or any other category protected by federal, state or local law (“protected class”) is a violation of this policy and will be treated as a disciplinary matter.

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

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.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual’s protected class;
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual’s protected class;
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; or
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

In Maine, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

- a. submission to such conduct is made an either explicit or implicit a term or condition of an individual’s employment;
- b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. 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.

Examples include, but are not limited to:

- unwelcome sexual advances
- suggestive or lewd remark
- unwanted hugs, touches, kisses
- requests for sexual favors
- retaliation for complaining about sexual harassment

Further examples of prohibited sexual harassment, in addition to those articulated above, include harassment based on actual or perceived gender, transgender, gender identity or expression (including but not limited to gender related identity, appearance, mannerisms or other gender-related characteristics, regardless of the individual’s sex at birth) and sexual orientation (including heterosexuality, bisexuality or homosexuality). 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 sex;
- Verbal abuse concerning a person's characteristics such as vocal pitch, anatomy, facial hair or the size or shape of a person's body, including remarks regarding masculinity or femininity; or

Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for: (1) reporting a possible violation of this policy, (2) participating in an investigation conducted under this policy, or (3) otherwise engaging in any lawfully protected activity.

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.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, customers, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**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 individuals 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 the 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

designated in this policy 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 of this or any other Company policy to the extent possible consistent with our investigation.

**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.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other Company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

In accordance with Maine state law, we conduct training on our harassment policy.

We encourage our employees to file a complaint of harassment using our Company's complaint procedure.

If you are dissatisfied with the resolution of your concern, you may also file a complaint by visiting, writing, or calling the Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333-0051, (207) 624-6050 (voice), (207) 624-6064 (TTY). Complaints must be filed within 300 days of the adverse action.

## **BREAKS FOR NURSING MOTHERS**

The Company provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child, for up to three (3) years of age. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any duty-free time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with applicable law. We will make reasonable effort to provide you with the use of a room or other location in close proximity to your work area, other than a bathroom, to express milk in private.

## **EMERGENCY RESPONSE LEAVE**

Employees who serve as firefighters, emergency medical services personnel, or search and rescue volunteers will be provided with unpaid leave when late for work because they are responding to an emergency prior to the employee's regular working hours.

An employee responding to an emergency must make every effort to immediately notify the Company that they may be late arriving to work or absent from work as a result of responding to an emergency prior to or during the employee's regular working hours.

When possible, the employee must provide the Company with advanced notice of their need for leave to respond to an emergency.

Upon return from leave, the employee may be required to provide the Company with a statement from the chief of the fire department or emergency medical services provider stating that the employee was responding to an emergency call, including the time and duration of the response.

The Company will not discriminate or retaliate against an employee because of the employee's absence related to emergency response services where the employee reports for work as soon as reasonably possible after being released from the emergency.

### **EXTREME PUBLIC HEALTH EMERGENCY LEAVE**

Employees will be provided with reasonable unpaid leave when necessary for the following reasons related to an extreme public health emergency:

1. The employee is unable to work because they are under an individual public health investigation, supervision or treatment related to an extreme public health emergency;
2. The employee is unable to work because they are acting in accordance with an extreme public health emergency order;
3. The employee is unable to work because they are in quarantine or isolation or are subject to a control measure in accordance with extreme public health emergency information or directions issued to the public, a part of the public or one or more individuals;
4. The employee is unable to work because of a direction given by the Company in response to a concern of the Company that the employee may expose other individuals in the workplace to the extreme public health emergency threat; or
5. The employee is unable to work because they are needed to provide care or assistance to a spouse, domestic partner, parent or child.

Leave may be granted for the duration of an extreme public health emergency and for a reasonable and necessary time period following the termination of the extreme public health emergency for diseases or conditions that are contracted or exposures that occurred during the extreme public health emergency.

Notwithstanding the above, the Company may deny a request for leave under this policy where it would result in undue hardship on the Company or the employee does not communicate their request for leave within a reasonable time under the circumstances.

Employees seeking leave must make reasonable efforts to notify the Company of their need for leave and must continue to make reasonable notification efforts over the course of their absence.

The Company will maintain your health benefits under the same terms and conditions applicable to employees not on leave as required by applicable state and federal law.

Upon return to work, the Company may request certification from a medical provider or public health official substantiating the need for leave.

### **MAINE FAMILY AND MEDICAL LEAVE**

Employees who have been employed with the Company for twelve (12) consecutive months will be provided with up to ten (10) consecutive weeks of unpaid family medical leave in any two (2) year period, that can be used for any of the following purposes:

1. Birth of the employee's child or the employee's domestic partner's child;
2. Adoption of a child sixteen (16) years of age or less by either the employee or the employee's domestic partner;
3. The employee's own serious health condition;
4. Donation of an organ of the employee for a human organ transplant;
5. The serious health condition of the employee's child, the employee's domestic partner's child, a parent, domestic partner, sibling, spouse, grandchild or domestic partner's grandchild;
6. The death or serious health condition of the employee's spouse, domestic partner, sibling, parent, or child incurred as a result of active duty military service; or
7. Any other reason allowed by law.

As used in this policy, the term "serious health condition" means an illness, injury, impairment or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential medical care facility; or (b) continuing treatment by a health care provider.

### **Two-Year Period**

Unless otherwise required by law, the Company measures the two (2) year period in which leave is taken by the "rolling" two (2) year period, measured backward from the date of any leave is to begin.

### **Notice and Scheduling**

Employees must provide at least thirty (30) days' advance notice of the expected departure date and estimated duration of the leave, except in case of medical emergency. Employees will also be expected to provide a doctor's certificate that states the expected date of their return to work.

### **Intermittent Leave**

Leave may be taken intermittently, or on a reduced schedule basis, where it is foreseeable on planned medical treatment and needed for one of the following reasons: (1) the serious health condition of the employee; (2) the serious health condition of a child, domestic partner's child, grandchild, domestic partner's grandchild, parent, domestic partner, sibling or spouse; or (3) the donation of an organ of that employee for a transplant. If intermittent or reduced schedule leave is requested, the Company may require the employee to temporarily transfer to an available alternative position, equivalent in pay and benefits that better accommodates the intermittent or reduced schedule leave.

Only upon approval by the Company, may such leave be requested intermittently for the birth or placement of a child. The use of intermittent leave will not reduce the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

### **Maintenance of Benefits**

If you and participate in our group health plan, the Company will maintain coverage during your leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave.

### **Reinstatement**

Upon return from leave, you will be restored to the position you held prior to your leave or to a position with equivalent seniority, status, benefits, pay and other terms and conditions of employment.

### **Interaction with Other Leaves**

This leave may run concurrent with leave under the Federal Family and Medical Leave Act and/or any other leave permitted by law.

## **FAMILY MILITARY LEAVE**

Eligible employees who are the spouse, domestic partner or parent of a Maine resident who is deployed for military service for a period longer than one-hundred and eighty (180) days, may take up to fifteen (15) total days of unpaid family military leave during the period fifteen (15) days immediately preceding deployment, during the period of deployment (if the military member is granted leave during the period of deployment), or during the fifteen (15) days immediately following deployment.

### **Eligible Employees**

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 12-month period immediately preceding the start of the leave.

### **Use of Paid Leave**

Leave under this policy is unpaid. However, eligible employees can voluntarily elect to use any available paid time off in conjunction with leave under this policy. The Company, however, will not require the employee to use any such available paid time off.

### **Notice and Scheduling**

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

The employee must consult with the Company to attempt to schedule the leave so as not to unduly

disrupt the operations of the Company. The Company may require certification to verify an employee's eligibility for family military leave.

## **FAMILY SICK LEAVE**

Employees who are eligible for paid leave (e.g., sick leave, vacation, or other paid time off) may use up to forty (40) hours of such time available in any 12-month period, to care for an immediate family member who is ill, including the employee's child, spouse, or parent.

## **JURY DUTY**

Employees summoned for jury duty will receive the necessary unpaid time off to serve. The Company may request proof of jury service issued by the Court, upon return. Please notify your supervisor as soon as possible of your need for leave.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

The Company will not deprive an employee of employment or health insurance coverage or threaten or otherwise coerce the employee with respect to loss of employment or health insurance coverage, because the employee receives a summons for jury service, responds to a summons for jury service, serves as a juror or attends court for prospective jury service.

## **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 non-exempt 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 employees 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.

### ***Maine***

Employees scheduled to work six (6) or more hours will receive a thirty (30) minute duty-free meal/rest period prior to their sixth hour of work, unless otherwise agreed upon. Hourly employees should clock in/out for their duty-free meal/rest period as this time is unpaid.

## **MEDICAL LEAVE FOR VETERANS**

The Company will provide military veterans with time away from work to attend scheduled appointments at the Department of Veterans Affairs' medical facilities. If accrued paid leave is available, it may be used for this purpose. Otherwise, leave will be unpaid. Veterans are required to give the Company notice of the appointment as soon as is reasonably possible.



## **NO WEAPONS IN THE WORKPLACE**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Company machinery, equipment or vehicles for work-related purposes or while engaged in Company business off premises is forbidden except where expressly authorized by the Company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

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 your supervisor immediately. Violations of this policy will result in disciplinary action, up to and including discharge.

## **OVERTIME**

The Company will not require any employee to work eighty (80) hours or more of overtime in any consecutive two (2) week period.

## **MILITARY LEAVE**

Employees who are members of the National Guard or the Reserves of the U.S. Armed Forces may take a leave of absence, not to exceed seventeen (17) work days each calendar year, from their respective duties, without loss of pay or time, when performing military duty and without loss of time or leave for all other military duty. Employees must:

1. Give prior reasonable notice, if reasonable under the military circumstances, to the Company of the anticipated absence for military duty; and
2. If the Company requests, obtain a confirmation from the Adjutant General or applicable reserve component headquarters of satisfactory completion of military duty.

Any employee who fulfils the above conditions, and who is also still qualified to perform the duties of such position, will be reinstated at the same pay, seniority, benefits and status and receive any other incidences of advantages of employment as if the person had remained continuously employed. Additional reinstatement rights may apply. Please see Human Resources if you need any type of military leave and we will provide you with the necessary information.

## **PAID TIME OFF [Accrual Method]**

We recognize the need for employees to be away from work for vacation, sick leave, personal leave, etc. Accordingly, the Company provides employees with paid time off ("PTO") as follows:

### **Accrual Rate**

At the start of employment, employees begin accruing PTO at a rate of not less than one (1) hour for every forty (40) hours worked, up to a maximum amount of forty (40) hours of PTO per Benefit Year.

## **Benefit Year**

PTO is calculated based on the anniversary year (“Benefit Year”).

## **Use of PTO**

Employees may begin using PTO after completing one hundred and twenty (120) days of employment. Employees may use up to forty (40) hours of PTO per Benefit Year. PTO must be used in minimum increments of one (1) hour.

The Company may require you to use PTO if you are absent from work, to the extent allowed by law. However, the Company will not require employees to use accrued PTO when the Company causes the employee to be unable to perform their job, such as by closing the business or cancelling a shift.

## **Purposes for PTO**

Leave may be used for vacation, illness, injury, 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 PTO from one Benefit Year to the next. However, employees may not use more than forty (40) hours of PTO per Benefit Year.

## **Notice and Scheduling Leave**

If the need for PTO is foreseeable, the employee must request and schedule leave at least four (4) weeks in advance. If the need for leave is unforeseeable (such as an emergency, illness, or other sudden necessity) the employee must provide notice as soon as reasonably possible.

## **Payment of PTO**

PTO will be paid at the employee’s same base rate of pay and with continuation of the same benefits that the employee normally earns during work hours. The Company does not pay for unused PTO.

## **Termination of Employment**

Unused PTO will be paid out at the end of employment. Family

## **and Medical Leave**

PTO may run concurrent with the Federal Family and Medical Leave Act and/or any other leave, where permitted by state and federal law.

## **Questions**

If you have any questions regarding the Company’s PTO policy, please see your supervisor.

## **PERSONNEL RECORDS**

Employees may review their personnel file by submitting a written request to Human Resources. Employees will be allowed to review their personnel file in the Human Resources Office or other location where the files are maintained and during normal business hours. Further, employees may receive one (1) copy of their personnel file per year, at no cost to the employee.

## **PREGNANCY ACCOMMODATION**

The Company provides reasonable accommodations to with disabilities due to pregnancy, childbirth, or related medical condition, including lactation, unless doing so would pose an undue hardship on the business.

When an employee requests a reasonable accommodation, the Company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to: providing more frequent or longer breaks; temporary modification in work schedules; seating or equipment; temporary relief from lifting requirements; temporary transfer to less strenuous hazardous work; and provisions for lactation.

The Company may require the employee to provide a certification in connection with a request for reasonable 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. For more information, or if you require an accommodation, please speak with your supervisor.

## **VICTIMS OF CRIME LEAVE**

The Company will grant reasonable and necessary unpaid leave to employees in connection with the employee or a family member's status as a victim of violence, assault, sexual assault or stalking. Leave may be taken for the purpose of preparing for and attending court proceedings, receiving medical treatment or attending to medical treatment for a victim who is the employee's child, parent, or spouse, or to obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The Company may deny crime victim leave if: (1) the Company would sustain undue hardship from the employee's absence; (2) the request for leave has not been communicated to the Company within a reasonable time under the circumstances; or (3) the leave is impracticable, unreasonable or unnecessary based on facts known to the Company.

Employees should provide the Company with as much advance notice as possible of their need for leave.

## **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 their 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.

## **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 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>

**Maine DOL:** [https://www.maine.gov/labor/labor\\_laws/minorsguide/](https://www.maine.gov/labor/labor_laws/minorsguide/)

## **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;

- 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.

***Maine - Hazardous Functions, Activities, Occupations***

In addition to the federal rules listed above, Maine law places *further restrictions* on minors. Maine prohibits any minor under 18 years of age, from being employed in any occupation that is hazardous or dangerous to life, limb, health, or morals.

**Maine Minors Age 15 (in addition to the federal rules listed above) may not:**

- work in occupations involving:
  - use of ladders, scaffolds, or their substitutes;
  - cooking (except at lunch counters, snack bars, or similar establishments) and baking (they may engage in product decorating at bakeries, but the decorating must occur in a room separate from any actual baking);
  - operating, setting up, adjusting, cleaning, oiling, or repairing power-driven food slicers, grinders, choppers, cutters, and bakery-type mixers;
  - working in freezers or meat coolers; or
  - warehousing, including loading and unloading of trucks and use of conveyors.

**All Maine Minors Under 18 (in addition to the federal rules listed above) may not:**

- work in occupations involving:
  - meat slicers, grinders, or choppers; or
  - working at heights in excess of 4 feet (ft) (walking surfaces), 20 ft (fixed ladders), or 10 ft (scaffolding).

**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** a copy uploaded to KBP’s Workday system by the hiring manager.

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

Any minor under 16 *must* obtain and present a **work permit** to KBP during the recruiting process prior to beginning work. Therefore, KBP prohibits anyone in management from permitting a minor under 16 to begin working without first obtaining the required work permit.

After employing a minor with a work permit, KBP must keep the minor’s work on file during the duration of the minor’s employment. **Managers are required to keep the original work permits on-site at the work location and a copy uploaded to KBP’s Workday system.** This document is to be kept available for review by any labor or school officials.

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

All KBP employees are required to adhere to the Company’s uniform, appearance and hygiene standards. Employees 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**

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. Minors may only be scheduled as follows:

#### **KBP Scheduling Minors Age 15:**

##### **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.

##### **All Minors Under Age 18 (Maine):**

- May neither work after 10:15 p.m. on nights before school days or after midnight on nights not followed by school days;
- May not work before 7:00 a.m. on a school day or before 5:00 a.m. on a non-school day;
- When school is not in session, workers under the age of 18 may work 10 hours a day or 50 hours a week;

- When school is in session, they may work 6 hours a day (8 hours on the last day of the school week) or 24 hours a week (28 hours in a week that includes school closure);
- May not work more than 6 days consecutively;
- Must be given a 30-minute break after working 6 consecutive hours;
- Maine's hours of work restrictions do not apply to a minor who:
  - has been excused from attendance by school officials;
  - is in an alternative education work experience program, vocational cooperative education program;
  - is granted early school release by the school principal;
  - has a high school diploma or its equivalent; or
  - is an emancipated minor.
- For further information see the posted notice regarding Maine's child labor laws on the bulletin board.

### **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.

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

**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK ADDENDUM**

I acknowledge that I have received a copy of the **KBP** (“Company”) Employee Handbook and Employee Handbook Addendum for Maine (“Addendum”). I will familiarize myself with the Handbook (including the Addendum) and all of its contents.

I understand that the Handbook (including the Addendum) represents only current policies and benefits and that it does not create a contract of employment. The Company may change these policies and benefits at any time, without advance notice, as it deems appropriate.

I understand that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that the Company has a similar right. I further understand that my status as an at-will employee may not be changed except in writing, signed by the Company’s CPO.