

## **KBP Employee Handbook Addendum Michigan**

### **INTRODUCTION**

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of Michigan. 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 race (including traits historically associated with race, such as hair texture and protective hairstyles, like braids, locks, and twists); color; religion; genetic information; national origin; sex; pregnancy, childbirth, termination of pregnancy, or related medical conditions; age; disability or handicap; citizenship status; service member status; height; weight; marital status; sexual orientation; gender identity or expression; 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.

#### **CIVIL AIR PATROL LEAVE**

The Company provides employees serving as Civil Air Patrol members with unpaid leave when necessary to serve in response to an emergency declared by the Governor or the President of the United States. Employees requesting leave must provide as much notice as possible of the need for leave. It is the employee’s responsibility to keep their supervisor informed of their expected return to work. Upon return, the Company may require employees to submit documentation supporting the need for leave.

#### **JURY DUTY**

The Company provides employees with unpaid leave when necessary for 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.

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 call their supervisor as soon as possible and report to work if necessary. Although an employee may elect to do so, the Company will not require employees to work on a day when the employee has jury duty if the number of hours worked plus the number of hours spent on jury duty exceed the number of hours normally worked in a regular workday or a workday that extends beyond the employee’s normal quitting time.

## **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 their 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 and will have the firearm on Company property, must notify the Company and provide a copy of their license.

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

## **PAID SICK LEAVE**

The Company provides eligible employees with paid sick leave.

### **Eligible Employees**

To be eligible for leave, employees must be non-exempt. Further, employees must have worked twenty-five (25) weeks or more during the previous calendar year and must have worked an average of twenty-five (25) hours or more per week during the previous calendar year.

### **Accrual Rate**

Eligible employees begin accruing paid sick leave at the start of employment at a rate of not less than one (1) hour for every thirty-five (35) hours worked per Benefit Year. Employees may accrue up to one (1) hour of paid sick leave per week and up to forty (40) hours per Benefit Year.

### **Benefit Year**

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

### **Waiting Period**

Eligible employees may begin using paid sick leave after completing ninety (90) days of continuous employment ("Waiting Period").

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

Employees may use up to forty (40) hours of sick leave per Benefit Year and may use leave in increments of one (1) hour.

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

Paid sick leave can be used for:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition;

or preventative medical care for the employee;

2. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee;
3. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. When the Company is closed by order of a public official due to a public health emergency;
5. When an employee needs 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;
6. When it has been determined by the health authorities having jurisdiction or by a health care provider that the employee or employee's family member's presence in the community would jeopardize the health of others because of the employee or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
7. Any other reason allowed by law.

For purposes of this policy, the term "family member" includes an employee's child (including biological, foster, step, adopted, legal ward or child to whom the employee stands *in loco parentis*), parent (including biological, foster, step, adoptive, legal guardian to the employee or the employee's spouse, or an individual who stood *in loco parentis* when the employee was a minor child), spouse, grandparent, grandchild, or sibling (including biological, foster or adopted), or any other individual identified by law.

### **Carry Over**

Employees may carry over up to forty (40) hours of paid sick leave from one Benefit Year to the next.

### **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**

The Company may require verification regarding the need for leave. The Company will maintain information provided in connection with leave 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.

### **At the End of Employment**

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

### **Interaction with Other Leaves**

Sick leave will run concurrent with approved Family and Medical Leave Act 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 their 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.

## **PERSONNEL RECORDS**

Upon written request, the Company will permit employees to review their personnel files up to two (2) times per year. Personnel files may be reviewed during normal business hours. If review would require the employee to take time off from work, the Company will provide another reasonable time for review. Upon request, employees may also obtain a copy of their personnel files. Employees requesting a copy of their personnel file, may be required to pay for reasonable copying costs. An employee who disagrees with any information contained in their personnel file, can request to have the information corrected or removed. The employee can also submit a statement which will be included in the employee's personnel file, explaining their position.

## **SOCIAL SECURITY NUMBER PRIVACY**

To ensure to the extent practicable the confidentiality of our employees' Social Security Numbers (SSNs), no employee may acquire, disclose, transfer, or unlawfully use the SSN of any employee, except in accordance with this policy. The release of employee SSNs to external parties is prohibited, except where required by law. Internal access to employee SSNs is restricted to employees with a legitimate business need for the information.

Except where permitted by applicable law, the Company will not:

- Publicly display all or more than four (4) sequential digits of an employee's SSN.
- Use all or more than four (4) sequential digits of an employee's SSN as the primary account number for an individual.
- Visibly print all or more than four (4) sequential digits of an employee's SSN on any identification badge or card.
- Require an individual to use or transmit all or more than four (4) sequential digits of their SSN to gain access to an internet web site, or computer system, or network unless the connection is secure, the transmission is encrypted, or a password, or unique PIN is also required to gain access.
- Include all or more than four (4) sequential digits of an employee's SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or without manipulation from outside the envelope or packaging.
- Include all or more than four sequential digits of an employee's SSN in any document or information mailed to a person, organization or entity, unless:
  - The document is mailed in a manner or for a purpose consistent with HIPAA, the Michigan Insurance Code or the federal Financial Services Modernization Act;
  - State or federal rule, law, or regulation requires that the SSN appear on the document;
  - The document is sent as part of an application or enrollment process initiated by the employee;
  - The document or information is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, employee or health insurance benefit, or to confirm the accuracy of the SSN of an employee who has an account, contract, policy, employee or health insurance benefit with the Company; or
  - The document or information is mailed by or at the request of the individual whose SSN appears in the document or information, or their parent or legal guardian.

### **Authorized Actions**

It is not a violation of this policy to use all or more than four (4) sequential digits of an individual's SSN for administrative purposes in the ordinary course of business to: (1) verify an individual's identity; (2) investigate an individual's claim, or their credit, criminal or driving history; (3) detect, prevent or deter identity theft or another crime; (4) lawfully pursue or enforce the Company's legal

rights; or (5) provide or administer employee or health insurance or membership benefits, claims, or retirement programs, or to administer the ownership of other investments.

### **Limited Access**

Access to documents and information containing employee SSNs will be limited to those persons who have a legitimate business or medical need to know the information on the document or information containing the SSN. If an employee improperly comes into contact with a document and/or information containing an individual's SSN, the employee must report it to their supervisor. Failure to make such report may result in disciplinary action up to and including termination.

If an employee has any questions as to whether they should have access to documents and/or information containing SSNs, the employee should contact Human Resources.

### **Proper Disposal**

Employees, agents and vendors of the Company who have access to paper documents containing SSNs must either shred those documents when discarding them, or place the documents in a locked trash bin, then contents of which will be shredded on a regular basis. Likewise, employees, agents and vendors of the Company who have access to electronic documents containing SSNs must promptly delete those documents when discarding them. Prior to disposing of any computer or other equipment that contains employee's SSNs in electronic form, the SSN must be rendered irretrievable.

### **Penalties**

Any employee who violates the privacy provisions of this policy will be subject to disciplinary action, up to and including termination of employment, at the Company's sole discretion.

### **VICTIMS OF CRIME LEAVE**

The Company will provide unpaid leave to employees who are victims of a crime or who are representatives of victims of a crime, to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the Company reasonable notice of their request for leave.

For purposes of this policy, "victim representatives" include guardians or custodians of a deceased victim's child; parents, custodians, or guardians of assault victims younger than eighteen (18); and individuals designated to act for assault victims who are suffering from physical or emotional disabilities.

### **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.

## **WITNESS LEAVE**

Consistent with state law, the Company provides employees with unpaid leave when necessary to attend or participate in court proceedings.

## **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.

### ***Michigan***

Michigan has no state rule regarding mandatory employee break or mealtime. If you have questions about meal periods or breaks, please communicate with your store management.

## **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>

**Michigan DOL:** <https://www.michigan.gov/leo/bureaus-agencies/ber/wage-and-hour/youth-employment-standards-act-yesa>

### **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.

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

In addition to the federal rules listed above, Michigan law places *further restrictions* on minors. Michigan prohibits any minor under 18 years of age from performing work that is hazardous or injurious to their health and safety.

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

- perform work involving ladders or 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 onsite at the work location and a copy uploaded to KBP's Workday system, by the hiring manager.

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

Any minor under 18 *must* obtain and present a **work permit** to KBP before they may begin working. Therefore, KBP prohibits anyone in management from beginning work before they have provided a 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.**

### **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. Generally, 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.

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

- Must be scheduled for less than 8 hours per calendar day,

- unless the minor is enrolled in a course of study and training in a cooperative vocational training program under a recognized state or local educational authority or are enrolled in a course of study in a substantially similar program conducted by a private school. These student learners are employed under a written agreement in compliance with applicable state and federal law.

**Minors Age 16 & 17 (Michigan):**

- When school is in session, may work between the hours of 6 a.m. and 10:30 p.m. only;
- During school vacations, on Friday and Saturday nights, or when not enrolled in school, the worker may continue until 11:30 p.m.

**All Minors Under Age 18 (Michigan):**

- May work no more than 6 days a week;
- May work no more than 48 hours a week;
- May work only 10 hours in any 1 day and may average only 8 hours a day weekly;
- In an otherwise permissible occupation, no minor may perform any cash transaction after sunset or 8 p.m., whichever is earlier, unless an employer or other employee over the age of 18 is at the worksite;
- Must be given a 30-minute rest break every 5 hours;
- For further information see the Michigan Department of Labor posted notice 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 Michigan ("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.