

## **KBP Employee Handbook Addendum** *Missouri*

### **INTRODUCTION**

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of Missouri. 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; color; religion; genetic information; national origin; sex; sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; ancestry; HIV or AIDs status; off-site lawful tobacco or alcohol use; status as a medical marijuana user; 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**

An employee who serves as a member of the civil air patrol and has qualified for a civil air patrol emergency service specialty or who is certified to fly counter narcotics missions is permitted up to fifteen (15) days of unpaid leave per calendar year to engage in the performance of civil air patrol emergency service duty or counter narcotics missions. Please provide the Company with as much advance notice of your need for leave as possible.

The Company has the right to request that the employee be exempted from responding to a specific mission, if necessary. For more information, please see Human Resources.

#### **DOMESTIC AND SEXUAL VIOLENCE LEAVE AND ACCOMMODATIONS (VESSA)**

An employee who is a victim of domestic or sexual violence or whose family or household member is a victim of domestic or sexual violence, will be provided with up to two (2) workweeks of unpaid leave during a 12-month period to:

- 1) Seek medical attention or recover from physical or psychological injuries caused by domestic or sexual violence for the employee or the employee’s family or household member;
- 2) Obtain services from a victim services organization for the employee or the employee’s family or household member;
- 3) Obtain psychological or other counseling for the employee or the employee’s family or household member;

- 4) Participate in safety planning, temporarily or permanently relocating, or taking other actions to increase their safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- 5) Seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family member or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

In addition, we provide employees with reasonable safety accommodations for known limitations resulting from the employee's status as a victim of domestic violence or sexual violence, or a family or household member being a victim of domestic or sexual violence, as long as the accommodation does not impose an undue hardship on the Company.

Depending upon the specific facts and circumstances of the situation, a reasonable safety accommodation may involve adjustment to a job structure, workplace facility, or work requirement, including but not limited to: transfer, reassignment, modified work schedule, unpaid leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings in response to actual or threatened domestic violence. Exigent circumstances or danger facing the employee or their family or household member may be considered in determining whether an accommodation is reasonable.

### **Definitions**

For purposes of this policy, the following definitions apply:

"Family and household members" include the employee's spouse, parent, son or daughter, blood relatives, person related by present or previous marriage, person who shares a relationship with the employee through a son or daughter, or person residing in the same household whose interests are not adverse to the employee as it relates to the domestic or sexual violence at issue.

"Parent" includes a biological parent or individual who stood *in loco parentis* to the employee.

"Son or daughter" is a biological, adopted, foster child, stepchild, legal ward, or a child of a person standing *in loco parentis*, who is under the age of eighteen (18) or older than eighteen (18) and not capable of self-care due to a mental or physical disability and is a victim of domestic or sexual violence.

### **12-Month Period**

The Company measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any leave.

### **Use of Leave**

Where necessary, leave may be used on an intermittent or reduced schedule basis.

### **Notice and Scheduling**

The employee must provide at least forty-eight (48) hours' notice of the employee's intent to take leave under this policy, unless providing such notice is not practicable. Where advanced notice is

impracticable, employees must provide notice as soon as possible.

The Company may also require employees to keep the Company apprised on the status of their leave and anticipated return to work.

### **Certification**

The Company may require employees to provide documentation supporting their need for leave.

### **Maintenance of Benefits**

If you and/or your family participate in our group health insurance benefits, 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. Use of leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Reinstatement**

Upon return from leave, the employee will be restored to the same or an equivalent position.

### **Confidentiality**

The Company will keep all information provided by an employee concerning leave, strictly confidential, including the employee's request and approval for leave, the fact that the employee or employee's family member was involved in a domestic incident, and documentation supporting the need for leave, except to the extent otherwise required or allowed by law.

### **Prohibition Against Discrimination or Retaliation**

The Company will not discriminate or retaliate against the employee for exercising their rights under this policy.

## **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.

### ***Missouri***

Missouri has no state rule regarding mandatory employee breaks 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>

**Missouri DOL:** <https://labor.mo.gov/dls/youth-employment>

### **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.

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

In addition to the federal rules listed above, Missouri law places *further restrictions* on minors. Missouri prohibits any minor under 16 years of age, from being employed or permitted to work in connection with occupations or workplaces that are dangerous or harmful to their health or morals.

### **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.

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

Any minor under 16 *must* obtain and present a **work permit or work certificate** and an **age certificate** to KBP during the recruiting process prior to being hired to work during their school term.

After employing a minor with a work permit or certificate and age certificate, KBP must keep the minor's work permit or certificate and age certificate in compliance with state law. **Managers are required to keep the original work permits and age certificates on-site at the work location and a copy uploaded to KBP's Workday system.** These documents are to be kept available for review by any inspector or officer who enforces the child labor laws. Upon separation of employment, a KBP manager must return a minor's work permit or certificate to the issuing official immediately after the minor's employment ends with the Company.

### **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):**

- May only work between the hours of 7 a.m. to 7 p.m. during periods **when school is in session**, 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 16 & 17 (Missouri):**

- 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.

**Poster**

The Company will post a list, in a conspicuous place, of any minors under age 16 that are employed at each establishment.

**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 related to child labor should be made to KBP’s Ethics Hotline at 888-971-2991.

**VOLUNTEER EMERGENCY WORKER LEAVE**

Employees who serve as a volunteer firefighter as defined by the Volunteer Firefighter Job Protection Act, a member of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team, or being activated to a national disaster response by the Federal Emergency Management Agency (FEMA) are provided with unpaid leave when necessary to respond to an emergency call which is received prior to the time the employee is scheduled to report to work.

Employees using this leave must make reasonable efforts to notify the Company of their service and must continue to make reasonable notification efforts over the course of any absence.

The Company may request a written statement from the supervisor or acting supervisor of the volunteer fire department or the commander of Missouri-1 Disaster Medical Assistance Team or the FEMA supervisor certifying that the employee responded to an emergency and stating the time and date of the emergency.

**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. Any employee whose work schedule does not provide them three (3) consecutive hours to vote while polls are open will be granted up to three (3) paid hours off 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.

**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.***

## **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 Missouri (“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 retains the right to 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.