

KBP Employee Handbook Addendum Nebraska

INTRODUCTION

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

ADOPTION PARITY

The Company will provide employees with leave necessary in connection with an adoption to the same extent leave is offered for birth of a child. To the extent paid leave is offered for the birth of a child, the Company will likewise offer paid leave for the adoption of a child.

BONE MARROW DONATION LEAVE

Employees who seek to undergo a medical procedure to donate bone marrow may be granted reasonable unpaid leave, subject to business needs. For more information regarding this leave, please see your supervisor.

ELECTION OFFICIAL LEAVE

Any employee who is appointed to serve as a judge or clerk of election, a precinct or district inspector, a canvassing board member, or any other election worker will be permitted to take paid leave to serve. Employees are required to provide the Company with reasonable notice of such appointment. Reasonable notice will be waived for those employees appointed as judges or clerks of election on the day of election to fill vacancies.

Employees will be excused upon request and without loss of pay for the hours they are required to serve. If the employee is required to serve eight hours or more, they will also be excused from

any shift work for the eight (8) hours prior to and the eight (8) hours following their required service as an election official.

EMERGENCY RESPONDERS LEAVE

An employee who serves as a qualified Volunteer Emergency Responder will receive unpaid leave when absent or late to work due to responding to an emergency.

An employee is considered qualified if they are an individual who has been approved by the State to serve any volunteer fire department, first-aid, rescue, ambulance, emergency squad, volunteer fire Company, association, or organization serving any city, village, rural or suburban fire protection district by providing fire protection or emergency response services; is in good standing as a volunteer member of the Nebraska Wing of the Civil Air Patrol; or who is a member of a state emergency response team.

Prior to seeking leave under this policy, an employee shall provide written notice to the Company that they serve as an emergency volunteer. The notice must be signed by the official in charge of the volunteer unit.

An employee shall make reasonable effort to notify the Company that they may be late or miss work due to an emergency response.

The Company may require the employee to provide a written signed statement from the official in charge of the volunteer department that the employee responded to an emergency, including the date and time of the emergency and when volunteer service was completed. If requested, the employee will have seven (7) days to present the written verification.

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 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>

Nebraska DOL: <https://dol.nebraska.gov/LaborStandards/WorkerRights/EmploymentOfMinors>

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.

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 old 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.

Nebraska - 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.

After employing a minor with a work permit, KBP must keep the minor's work permit and/or evidence establishing participation in a secondary school in compliance with state law. **Managers are required to upload a copy to KBP's Workday system.** This document is to be kept available for review by any inspector or officer who enforces the child labor laws.

The Company will also keep a complete list of minors under age 16 who are employed in a building, on file in the building where they are employed. Upon terminating the employment of a minor whose employment certificate is on file, the Company will transmit the certificate to the person who approved the certificate.

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:

Minors Age 15:

- **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 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.

Posting

The Company will post a printed notice in a conspicuous place in every room where minors are employed, stating the hours required of them each day, the hours work starts and stops, and the time allowed for meals.

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 to KBP's Ethics Hotline at 888-971-2991.

FAMILY MILITARY LEAVE

Eligible employees who are the spouse or parent of a person called to serve 179 or more days in the military may take up to 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 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 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.

JURY DUTY

If you receive a call to jury duty, please notify your manager immediately so that we can plan our work with as little disruption as possible. While on jury duty, the Company will pay hourly employees at their regular hourly rates, less the amount received from jury duty.

Employees with jury duty must provide their manager 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 manager as soon as possible and report to work if necessary.

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 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.

Nebraska

Except for certain exempt associates, all employees who work eight (8) hours in a day are required to take a thirty (30) minute unpaid, duty-free meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

No Company manager or supervisor is authorized to instruct or approve an employee's wish

to forego a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to KBP's Ethics Hotline at 888-971-2991.

MILITARY AND STATE OF EMERGENCY LEAVE

An employee who serves as a member of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve will be provided with leave without loss of pay, consistent with applicable law ("military leave").

Members who normally work or are normally scheduled to work 159 hours or more in three (3) consecutive weeks and scheduled to work twenty-four (24) hour shifts will receive a military leave of absence of 168 hours each calendar year.

Members who normally work or are normally scheduled to work 120 hours or more but less than 159 hours in three (3) consecutive weeks will receive a military leave of absence of 120 hours each calendar year.

Members who normally work or are normally scheduled to work less than 120 hours in three (3) consecutive weeks will receive a military leave equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three (3) consecutive weeks, each calendar year.

Further, where the Governor declares a state of emergency, any of the persons listed above who are ordered to active service will be granted leave until the member is released from active service ("state of emergency" leave). Employees will not be required to use military leave for a state of emergency leave. During a state of emergency leave, employees will receive their normal compensation minus the state active-duty base pay received for their service.

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.

PREGNANCY ACCOMMODATION

The Company, consistent with state law, will provide reasonable accommodations to female employees related to pregnancy, childbirth or related conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the Company shall explore with the employee the possible means of providing the reasonable accommodation, which may include,

but are not limited to:

- acquisition of equipment for sitting;
- more frequent or longer breaks;
- periodic rest;
- assistance with manual labor;
- job restructuring;
- light duty assignments;
- modified work schedules;
- temporary transfers to less strenuous or hazardous work;
- time off to recover from childbirth; or
- break time and appropriate facilities for expressing milk.

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 contact your supervisor.

VOTING LEAVE

Our Company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide them two (2) consecutive hours to vote while polls are open will be granted up to two (2) paid hours off to vote. We may select the hours you are excused to vote.

Notify your supervisor one day in advance if a voting leave is needed and specify which hours are to be taken. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

VACATION/PAID TIME OFF

The Company pays employees for earned unused vacation/paid time off at the end of employment.

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

Wages shall be paid on regular days designated by the employer. However, thirty (30) days' written notice shall be given to an employee before regular paydays are altered. Commissions are due to terminated commission-paid employees on the next regular payday following the employer's receipt of payment for goods and/or services generating commissions. Terminated commission-paid employees are entitled to a periodic accounting of unpaid commissions until all outstanding amounts are paid out or orders are cancelled. On each regular payday, employers must provide a wage statement to employees detailing the hours worked.

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 Nebraska (“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.