

KBP
Employee Handbook Addendum
South Carolina

INTRODUCTION

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

AT-WILL EMPLOYMENT

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THE EMPLOYEE HANDBOOK, THIS ADDENDUM, OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE, OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL

Signature

Printed Name

Date

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 and expression; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; tobacco use outside of the workplace; or any other category protected by federal, state or local law. The Company also prohibits discrimination against applicants and employees based on their association with anyone who is a member of the protected class. Violation of this policy will result in disciplinary action, up to and including immediate termination.

BONE MARROW DONATION LEAVE

The Company provides employees who work an average of twenty (20) hours or more per week, with up to forty (40) hours of paid leave per year for bone marrow donation. If you require leave pursuant to this policy, please notify your supervisor as far in advance as possible. The Company may require written verification supporting the need for leave.

BREAKS FOR NURSING MOTHERS

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for her infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The Company also will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area to express milk in private.

CHANGES TO THE HANDBOOK

When the Company wants to replace previous and current written policies, handbooks, procedures and rules, the Company will notify you. During the notice period, the Company will discuss the new policies with you and explain any changes or additions. At the end of the notice period, all previous policies, handbooks, and procedures of the Company will be revoked and have no force or effect. As of the effective date of the new/revised policies, you must follow the new policies. All employees will be provided a copy of the Company's new written policy, handbook, procedures and rules, prior to its effective date so the information can be reviewed.

EMPLOYING MINORS – CHILD LABOR

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

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

KBP also strictly prohibits minors working in any KBP position that is or may be dangerous, hazardous, or harmful in any way to their lives, health, safety, morals, or welfare, including any functions, activities, or occupation declared hazardous by applicable state or federal law. To ensure compliance with this policy, all KBP minor employment placements must be approved by the General Manager or Area Coach in your location. Placing a minor in a position prohibited by this policy is grounds for disciplinary action up to and including termination, which may be progressive or immediate. KBP will determine the appropriate level of discipline based upon the particular facts and circumstances.

In locations where federal and state child labor laws differ, KBP is required to follow the more restrictive rules as outlined below. If you are unsure about the child labor laws applicable to your

location, please contact your KBP HR Business Partner or KBP's HR Ethics Hotline at 888-971-2991. For your reference, links to the federal and state child labor laws are provided below:

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

South Carolina DOL: <https://lr.sc.gov/wage/childlabor.aspx>

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.

South Carolina - Hazardous Functions, Activities, Occupations

In addition to the federal rules listed above, South Carolina law places *further restrictions* on minors. South Carolina prohibits any minor under 18 years of age, from being employed at any time in any occupation that has been declared by the South Carolina Department of Labor, licensing, and Regulation as particularly hazardous or detrimental to their health or well-being.

South Carolina Minors May Not (in addition to the federal rules listed above):

- Operate power-driven meat processing machines;
- Operate, set up, repair, adjust, oil, or clean a horizontal or vertical dough mixer, batter mixer, bread dividing, rounding, or molding machine, dough brake, dough sheeter, combination bread slicing and wrapping machine, or cake cutting band saw; and
- Set up or adjust a cookie or cracker machine.

South Carolina Minors Age 15 (in addition to the rules listed above):

- **May** work in the following occupations:
 - Cashiering;
 - Packing and shelving;
 - Bagging and carrying out customer orders;
 - Clean up work, including the use of vacuum cleaners and floor waxers, and maintenance of grounds;
 - Kitchen work involving preparing and serving food and beverages; and

- Cleaning, stocking, wrapping, sealing, and labeling vegetables and fruits.
- May **not** work in the following:
 - Work in connection with the maintenance and repair of establishment equipment; and
 - Working in freezers.

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 on site at the work location and uploaded to KBP’s Workday system, by the hiring manager.

South Carolina – Age Certificates

Any minor under 18 must obtain and present an **unexpired age certificate** issued by the United States Department of Labor or the South Carolina Department of Labor certifying the minor’s age. The unexpired age certificate must be signed by both the minor and the issuing officer.

After employing a minor with an age certificate work permit, KBP must keep the minor’s documents in compliance with state law. **Managers are required to keep the original documents 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 inspector or officer who enforces the child labor laws.

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 & 16 (South Carolina) in addition to the federal rules listed above:

- May not work more than 40 hours a week when school is not in session.

Minors Age 17 (South Carolina):

- Other than the hazardous functions or occupations that 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 conspicuously post a printed notice stating the provisions of the child labor law.

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.

ISOLATION AND QUARANTINE LEAVE

An employee subject to an isolation or quarantine order issued by the state will be granted unpaid leave while subject to the order. Affected employees must exhaust all accrued paid or unpaid leave (including family, medical, sick, annual, personal, disability or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave. Please notify your supervisor as soon as practicable of your need for leave.

JURY DUTY

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

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 manager as soon as possible and report to work if necessary.

The Company will not discriminate or retaliate against employees for requesting or using jury duty leave.

MEAL AND BREAK PERIODS

KBP is committed to full compliance with federal and state wage and hour laws regarding employee break 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.

South Carolina

South Carolina 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.

PREGNANCY ACCOMMODATION

To assist our employees who are or become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related medical condition (including, but not limited to breastfeeding), we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Under this policy, we may modify job duties to comply with medical requirements or restrictions. Depending upon the specific facts and circumstances of each situation, an accommodation may include modification of work hours; schedule changes; more frequent or longer break periods, such as bathroom breaks; providing a place other than a bathroom for expressing milk; modifying Company food or drink policies; seating accommodations; limits on lifting; relocation of work areas; making existing facilities readily accessible and usable; providing mechanical or electrical aids; transfer to a less strenuous or less hazardous position; appropriate adjustment or modifications of examinations, training materials or policies; allowing an employee to apply for a vacant position for which you are qualified; or granting a leave of absence. Similarly, we will make reasonable accommodations for religious beliefs and practices.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, when placing an employee in a position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place them in a particular position.

The Company will not require any employee to accept an accommodation that is unnecessary to performing the essential functions of their job. Further, the Company will not require any employee to take leave if another reasonable accommodation is available.

If you need to request a reasonable accommodation because of a disability, on-the-job injury or limitation due to pregnancy, childbirth, or a related medical condition, please notify their manager. Likewise, if you need an accommodation for religious holidays, beliefs or practices, notify their manager. In all instances, we will discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you.

Any employee who has questions or concerns about reasonable accommodations in the workplace is encouraged to report these issues to the attention of the manager. You can raise concerns and make reports and/or requests without fear of reprisal. The Company does not discriminate or retaliate against any employee for requesting or using a reasonable accommodation. Anyone who retaliates against an employee for reporting concerns, making an accommodation request, or using an accommodation, will be subject to discipline, up to and including immediate termination.

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.

VOLUNTEER EMERGENCY RESPONDER LEAVE

The Company provides reasonable and necessary unpaid leave to employees who are volunteer firefighters or volunteer emergency medical services responders and who, when acting as volunteers, are part of the mobilization plan established pursuant to the Firefighter Mobilization Act and are responding to an emergency where the President of the U.S. has declared a state of emergency or where the Governor of South Carolina has declared a state of emergency in a county in South Carolina.

WAGE PAYMENT

The Company pays you bi-weekly.

WITNESS LEAVE

The Company provides employees with unpaid leave when necessary to attend or participate in court proceedings.

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 **KBP** (“Company”) Employee Handbook and Employee Handbook Addendum for South Carolina (“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 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.