

## **KBP Employee Handbook Addendum Tennessee**

### **INTRODUCTION**

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of Tennessee. 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.

### **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 (and physical and cultural characteristics associated with race including hair texture or protective hairstyles such as braids, locks and twists); creed 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; tobacco use during non-working hours; 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.

#### **BREAKS FOR NURSING MOTHERS**

The Company will provide a reasonable amount of break time to accommodate an employee’s need to express breast milk for their infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Break times will be unpaid, unless otherwise required by law. The Company will also provide the use of a room or other location in close proximity to the employee’s work area, other than a bathroom, to express milk in private.

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

Employees who serve as a member of the Tennessee Army and Air National Guard on active duty or the Tennessee State Guard or Civil Air Patrol, and who are called to duty or training will be provided unpaid leave to fulfill their commitments. Please provide the Company with as much advance notice of your need for leave as possible. While on leave, employees will not suffer loss of time, pay not specifically related to leave of absence time, regular leave or vacation or impairment of efficiency rating. The Company may require documentation substantiating the need for leave.

#### **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. 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>

**Tennessee DOL:** <https://www.tn.gov/workforce/employees/labor-laws/labor-laws-redirect/child-labor.html>

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 HR Business Partner or KBP's HR Ethics Hotline at 888-971-2991.

### **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.

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

In addition to the federal rules listed above, Tennessee law places *further restrictions* on minors. Tennessee prohibits any minor under 18 years of age from being employed in occupations hazardous or injurious to the life, health, safety and welfare of minors.

#### **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.

***Tennessee - Employment Certificates/Work Permits***

Any minor must obtain and present a copy of their birth certificate or other document demonstrating their age. After employing a minor, KBP must keep a separate file for the employee in compliance with state law.

**Managers are required to keep a copy of the employee's birth certificate or document demonstrating the minors age on site at the work location and upload 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.

**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 16 & 17 (Tennessee):**

- Must follow state curfew rules and carry written evidence of employment that is issued by KBP;
- May not work during school hours;
  - This requirement does not apply when the minor is a student enrolled in a church-related school or to home-schooled students with the consent of the parent conducting the home school who also present a letter signed by the superintendent confirming the employees enrollment and work authorization;
- May not work between 10 p.m. and 6 a.m. on Sunday through Thursday evenings preceding a school day;
- May work between 10 p.m. and 12 a.m. if all of the following conditions are met:
  - The parents or guardians give the Company a signed and notarized statement of consent on a carbonized form provided by the Tennessee Department of Labor and Workforce Development;
  - The Company promptly mails the carbon copy of that form to the Department;
  - The Company maintains the original copy of the form at the workplace where the minor is employed for the duration of the form’s validity; and
  - The minor is not employed between 10 p.m. and 12 a.m. on more than three occasions during a week.

**Meal and Break Periods**

The Company will provide minors who are scheduled to work 6 hours consecutively with an unpaid 30-minute duty-free break or meal period. This break will not be scheduled during the first or last hour of the minor’s scheduled work activity.

**Poster**

The Company will conspicuously post a printed notice stating the regulations governing the employment and work hours of minors under age 18 and the types of prohibited employment under 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.

**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. Seasonal and temporary employees who have completed less than six (6) months of employment, will be provided unpaid leave while on jury duty.

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 notify their supervisor as soon as possible and report to work if necessary. Employees summoned for jury duty will be excused from work for the day if jury duty on that day exceeds three (3) hours. Night shift employees will be excused from working the night before jury duty begins and from all shifts within twenty-four (24) hours of jury duty.

## **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.

### ***Tennessee***

Except for certain exempt employees, all employees who work six (6) or more hours in a day are required to take a thirty (30) minute 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.

## **PARENTAL LEAVE**

The Company provides full-time employees who have completed twelve (12) consecutive months of full-time employment with up to four (4) months of unpaid leave for leave for adoption, pregnancy, childbirth and nursing an infant. With respect to adoption, the four (4) month period must begin at the time the employee receives custody of the child.

Unless prevented from doing so because of a medical emergency, employees must provide at least three (3) months’ advance notice of their anticipated leave including date of departure, length of leave, and intention to return to full-time employment.

At the end of your leave, you will be returned to your former position or a similar position with like status, pay, length of employment credit, and seniority, unless the position is so unique that the Company cannot, with reasonable efforts, fill the position temporarily.

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

## **PREGNANCY ACCOMMODATION**

The Company will provide employees with reasonable accommodations related to pregnancy,

childbirth, breastfeeding, or related medical conditions, to the extent an accommodation can be made without imposing 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 is not limited to: making existing facilities used by employees readily accessible and usable; providing more frequent, longer or flexible breaks (breaks that exceed the amount of paid break time offered to employees will be unpaid); providing a private place, other than a bathroom stall, for the purpose of expressing breastmilk; modifying food or beverage policies; providing modified seating or allowing employee to sit more frequently when job requires standing; providing assistance with manual labor and lifting limits; authorizing a temporary transfer to a vacant position; providing job restructuring or light duty, if available; acquiring or modifying equipment, devices or employee's work station; modifying work schedules; and allowing flexible scheduling for prenatal visits.

The Company may require the employee to provide medical certification in connection with a request for reasonable accommodation that includes (1) the date the reasonable accommodation became medically advisable; (2) the probable duration of the accommodation; and (3) an explanation as to the medical advisability of the reasonable accommodation.

The Company will not require a leave of absence when another reasonable accommodation can be provided to meet limitations.

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 permitted by law.

For more information, or if you require an accommodation, please contact your supervisor.

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

Failure to notify the Company with a copy of a current firearm license, to properly secure and protect a firearm or to comply with this policy may subject you to discipline, up to and including immediate termination. Employees who have questions concerning the application of this policy, should consult Human Resources immediately.

The Company will not discharge or take any adverse employment action against an employee solely for transporting or storing a firearm or firearm ammunition in an employer parking area in a manner consistent with § 39-17-1313(a).

## **WAGE PAYMENT**

Employees will be paid biweekly.

## **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.

## **VOTING MACHINE TECHNICIAN LEAVE**

Full-time employees who are appointed by a county election commission as voting machine technicians, will be provided with unpaid leave when required to attend to voting technician duties. Employees requesting leave under this policy should provide advanced notice, including appropriate documentation in support of their request, including dates of required service.

## **VOLUNTEER FIREFIGHTER LEAVE**

An employee who serves as a volunteer firefighter and who is absent from work to respond to an emergency call will be provided with unpaid leave to serve.

In addition, any employee who is an active volunteer firefighter and who worked all day or night as a volunteer firefighter in an emergency or who was on call all day or night, with the prior authorization of such employee's appointing authority, may be permitted to take the following work day off as a vacation day or sick day, where available, without the loss of pay.

Employees must submit a written statement from the chief of the volunteer fire department verifying the employee responded to a fire or was on-call and specifying the date, time and duration of such response or required duty.

## **VOLUNTEER RESCUE SQUAD LEAVE**

An employee who serves as a volunteer rescue squad worker will receive unpaid leave for missing work to respond to an emergency call. Employees must make reasonable efforts to notify the Company prior to their scheduled shift that they are responding to an emergency and will be late or absent from work. An employee must notify Human Resources at least one (1) hour prior to their scheduled shift of the call to respond to a qualified emergency.

Upon return from leave, the Company may require any employee taking leave under this policy, to provide a copy of the incident report and certification by the supervisor or acting supervisor of the rescue squad confirming that the employee was actively engaged and necessary for the emergency response. The report should set forth the date, time and nature of the emergency.

Although the Company will not require an employee to use otherwise available paid time off, the employee may elect to do so.

## **VOTING MACHINE TECHNICIAN LEAVE**

Full-time employees who are appointed by a county election commission as voting machine technicians, will be provided with unpaid leave when required to attend to voting technician duties. Employees requesting leave under this policy should provide advanced notice, including appropriate documentation in support of their request, including dates of required service.

## **WITNESS DUTY**

The Company provides necessary unpaid leave to employees who are subpoenaed to attend, participate in, or prepare for court proceedings in accordance with applicable law. Employees who receive a subpoena or summons to appear in court, should see Human Resources immediately so that the Company may plan the Company's work with as little disruption as possible.

## **WORKPLACE BULLYING PREVENTION POLICY**

Our Company is firmly committed to a workplace free of abusive conduct as defined in this policy.

### **Recognizing Abusive Conduct**

*Abusive Conduct* includes acts or omissions that could cause a reasonable person to believe that based on the severity, nature, and frequency of the conduct, an employee was subject to an abusive work environment, which can include, but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

Abusive conduct does not include: disciplinary procedures in the Company's Employee Handbook; routine coaching and counseling; reasonable work assignments; individual differences in personal expression; passionate, loud expression without intent to harm others; differences of opinion on work-related concerns; non-abusive exercise of managerial prerogative; etc.

### **Complaint and Investigation Response Process**

Any employee who feels they have been subjected to abusive conduct or who witnesses conduct which could violate this policy, should report the matter to their supervisor. Further, any supervisor made aware of a potential violation of this policy should report the matter to Human Resources.

Upon notification of a potential violation, the Company will investigate the conduct thoroughly, objectively, and with sensitivity and respect for all parties. The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, unless otherwise required by law.

Any employee engaging in conduct that violates this policy or who encourages such conduct, will be subject to disciplinary action up to and including immediate termination of employment. Likewise, supervisors or managers who allow abusive conduct to continue or fail to take appropriate action upon learning of such conduct, will also be subject to corrective action, up to and including immediate termination.

### **Retaliation is Not Permitted**

Employees submitting complaints of abusive conduct can do so without fear of retaliation. Retaliation is *any* act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual exercising rights under this policy. Any person who retaliates



against an employee for reporting abusive conduct, will be subject to disciplinary action, up to and including immediate termination of employment.

### **Confidentiality**

The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, except where otherwise required by 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 Tennessee ("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.