

## **KBP Employee Handbook Addendum** *Virginia*

### **INTRODUCTION**

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of Virginia. 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 or type and protective hairstyles, including braids, locks, and twists); color; religion; genetic information; national origin; sex; sexual orientation (actual or perceived); gender identity or expression; pregnancy, childbirth, lactation, or related medical conditions; age; disability or handicap; genetic characteristics; citizenship status; service member status; marital status; medicinal use of cannabis oil; 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 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. Break times will be unpaid, unless otherwise required by law. The company will provide the use of a room or other location in close proximity to the employee’s work area to express milk in private.

#### **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 HR Business Partner or KBP's 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>

**Virginia DOL:** <https://www.doli.virginia.gov/labor-law/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.

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

In addition to the federal rules listed above, Virginia law places *further restrictions* on minors. Virginia prohibits any minor under 18 years of age, from being employed in certain types of employment, including any occupation that is declared hazardous by the Virginia Department of Labor and Industry.

#### **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.

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

Any minor under 16 must apply for an employment certificate with the Virginia Department of Labor and Industry, which must issue the certificate to the Company before the minor's first day of employment. The Company will keep this certificate on file and accessible to any school attendance officer or representative of the Virginia Department of Labor and Industry.

After employing a minor with an employment certificate, KBP must keep the minor's employment certificate 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.** This document is to be kept available for review by any school attendance officer, or inspector or officer who enforces the child labor laws. The Company will retain the minor's employment certificate on file for as long as the minor is employed or 36 months, whichever is longer.

### **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 (Virginia):**

- May not work during school hours.

- unless the minor is enrolled in a course of study and training in a cooperative vocational school work-training program, and have a work-training certificate for the employment.
- May not work more than 40 hours a week when school is not in session.

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

- 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.

**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 Ethics Hotline at 888-971-2991.

**CIVIL AIR PATROL LEAVE**

Eligible employees who serve as members of the Civil Air Patrol are provided with ten (10) days of unpaid leave, per federal fiscal year, to participate in Civil Air Patrol training.

Civil Air Patrol volunteers are also provided up to thirty (30) days of unpaid leave, per federal fiscal year, when required to participate in an emergency mission.

When leave is requested, the Company may require certification substantiating the need for leave.

Leave will be provided without loss of seniority, available leave, benefits, or efficiency rating. The Company will not require a Civil Air Patrol volunteer to use vacation or paid leave which may be offered by the Company, during the period for which the employee is on Civil Air Patrol leave. However, the employee may elect to use any such leave available.

At the completion of leave, the employee must promptly notify the Company of their intent to return to work.

The granting of a leave of absence does not guarantee that there will be a position available upon your return from leave. The Company endeavors, however, to place employees returning from leave in their former position, or a comparable position in status and pay.

**ELECTION OFFICER LEAVE**

The Company will provide paid leave to employees to serve as an election official, local electoral board member, or assistant general registrar. Employees will not be required to use accrued paid time off (e.g. vacation, sick leave or PTO) for time away from work. However, employees must provide the Company with reasonable advanced notice of their intent to take leave.

Employees who serve for four (4) or more hours, including travel time, on the day of election service will not be required to start any work shift that begins on or after 5:00 p.m. on the day of service or begins before 3:00 a.m. on the day following the day of service.

The Company will not take adverse action against an employee taking leave under this policy so

long as reasonable notice is provided.

## **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.

### ***Virginia***

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

## **ORGAN DONATION LEAVE**

The Company will provide eligible employees who are organ donors, including bone marrow donors, with unpaid leave to serve as organ or bone marrow donors. To be eligible, employees must have:

1. Completed at least twelve (12) months of employment with the Company, prior to their need for leave; and
2. Worked for at least 1,250 hours in the preceding twelve (12) month period.

Employees are provided up to sixty (60) days per 12-month period to serve as organ donors, and up to thirty (30) days per 12-month period for bone marrow donation. The 12-month period is calculated on a rolling basis, looking backward from the time leave is requested to begin.

Eligible employees must provide the Company with as much advance notice of their need for leave as possible and will be required to provide written physician verification that: (i) they are an organ donor or a bone marrow donor; and (ii) there is a medical necessity for the donation of the organ or bone marrow.

The Company will provide eligible employees with health benefits while on leave, on the same terms as if the employee had continued working. The employee remains responsible for paying their share of health plan premiums.

At the end of leave, employees will be reinstated to their same or an equivalent position.

Employees cannot take organ donor leave concurrently with leave under the Federal Family and Medical Leave Act (FMLA).

The Company does not discriminate or retaliate against any employee for inquiring about or using leave in connection with organ donation or for otherwise exercising their rights under applicable law.

## **PERSONNEL RECORDS**

Upon written request, the Company will provide a copy of the employee's personnel records reflecting: (i) the employee's dates of employment; (ii) the employee's wages or salary; (iii) the employee's job description and job title; and (iv) any injuries sustained by the employee during the course of employment. The Company will make every effort to provide a response to the employee's request within thirty (30) days of receipt, and will notify the employee if a longer period is required. The Company may charge reasonable fees for supplying copies of the requested documents.

## **PREGNANCY ACCOMMODATION**

The Company, consistent with state law, does not discriminate on the basis of and will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical 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 will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to: allowing more frequent or longer bathroom breaks; providing reasonable break time for an employee to express breast milk and providing a private location, other than a bathroom; acquisition or modification of equipment; access to or modification of employee seating; assistance with manual labor; modifying job duties; modifying work hours/schedules; temporary transfer to a less strenuous or less hazardous position; job restructuring; light duty assignments; or providing a leave of absence to recover from childbirth.

The Company may require the employee to provide a documentation in connection with a request for reasonable accommodation.

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.

## **REASONABLE ACCOMMODATIONS**

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 you 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.

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 Human Resources. Likewise, if you need an accommodation for religious holidays, beliefs or practices, notify Human Resources. In all instances, we will promptly discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you and if necessary, discuss alternative accommodations that may be provided.

The Company may require you to provide a certification from your health care provider concerning the need for a reasonable accommodation, to the extent allowed by law.

Any employee who has questions or concerns about reasonable accommodations in the workplace, is encouraged to report these issues to the attention of Human Resources. 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.

## **SOCIAL SECURITY NUMBER PRIVACY PROTECTION**

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) the Company will not (i) use an employee's SSN or any derivative thereof as an employee's identification number; or (ii) include an employee's SSN or any number derived thereof, on any identification card or badge, any access card or badge, or any other similar card or badge issued to such employee.

## **VICTIMS OF CRIME LEAVE**

The Company will grant reasonable and necessary unpaid leave from work to employees who are victims of a crime, as well as the spouse or child of any victim of a crime or the parent of a minor child who is a victim of a crime, to exercise their rights to be present at a proceeding pertaining to the crime.

Prior to taking leave under this policy, eligible employees must provide the Company with reasonable notice of the need for leave including a copy of the form provided to the employee by the law-enforcement agency pursuant to state law and if applicable, notice of each scheduled proceeding. However, the Company may limit the leave provided under this section if the employee's leave creates an undue hardship to the Company's business.

## **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**

The Company pays you biweekly.

### **WITNESS LEAVE**

Employees are provided with unpaid leave to attend or participate in court proceedings in accordance with state law.

***Exempt employees may be provided time off with pay for any of the above-described leaves where 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 Virginia ("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.