

KBP Employee Handbook Addendum West Virginia

INTRODUCTION

This Addendum is applicable only to **KBP** (“Company”) employees working in the State of West 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; color; religion; ancestry; 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; off-duty tobacco usage; familial status; 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

Eligible employees who have completed ninety (90) days of employment and who serve as members of the West Virginia Civil Air Patrol (“Civil Air Patrol”) are provided with up to ten (10) days of unpaid leave per year to train for emergency missions by the Civil Air Patrol, and up to thirty (30) days of unpaid leave per year to respond to emergency missions conducted by the Civil Air Patrol.

Employees must provide at least fourteen (14) days' advance notice of their need for leave to train for emergency missions, including the intended start and end dates and an estimate of the amount of time needed. Employees must provide as much notice as possible of their need for leave to respond to emergency missions, including the intended start and end dates and an estimate of the amount of time needed. In addition, employees must notify the Company of changes in the amount of time needed to train for or respond to emergency missions.

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

Leave will be provided without loss of seniority or benefits accrued before the start of leave. The Company will not require employees to exhaust leave or time off benefits before requesting leave under this policy. Consistent with applicable law, this policy will not run concurrent with any other leave.

At the completion of leave, the employee must promptly notify the Company of their intent to return to work. Unless otherwise allowed or required by law, the Company will restore the

employee to the position held when the leave began or to a position with equivalent seniority status, benefits, pay and conditions of employment.

The Company will not discriminate or retaliate against any eligible employee for their service as Civil Air Patrol Member or for participating in any legally protected activity. The Company will not interfere with an eligible employees' lawful use of Civil Air Patrol leave.

COURT ATTENDANCE AND WITNESS LEAVE

The Company provides employees with unpaid leave when necessary to attend, prepare for and/or participate in court proceedings when required by law. If you need leave for court attendance and/or you are subpoenaed to appear as a witness, please notify your supervisor immediately so that we can plan our work with as little disruption as possible. We do not pay employees who are subpoenaed to appear as witnesses unless the witness duty is work-related. Employees with witness duty must provide their supervisor with a copy of the subpoena. Employees who are released from witness service before the end of their regularly scheduled shift are expected to call their supervisor as soon as possible and report to work if requested.

EMERGENCY RESPONSE LEAVE

The Company does not discriminate or retaliate against employees who serve as volunteer firefighters or emergency medical service attendants when they require leave to respond to an emergency call prior to the time they are scheduled to report to work, resulting in a loss of work time.

Employees who serve as a volunteer firefighter or emergency medical service attendant will receive unpaid leave when necessary to respond to a qualified emergency. As used in this policy, a "qualified emergency" includes responding to a fire; hazardous or toxic materials spill and cleanup; a motor vehicle accident; an actual medical emergency to prevent the imminent loss of life; or any other situation to which the employee's fire department or emergency medical service entity has been or later could be dispatched.

An employee must make reasonable effort to notify the Company prior to their scheduled shift that they are responding to an emergency and will be late or absent from work.

The Company may require an employee taking leave under this policy to provide a statement from the Chief of the Volunteer Fire Department or the supervisor or other appropriate person in charge of the emergency medical service entity, like the Director of Health, stating that the employee responded to h emergency call, and the time during which employee was responding.

Although the Company will not require the employee to use otherwise available paid time off during their absence, the employee may choose to do so.

JURY DUTY

The Company respects and encourages our employee's desire to participate in and uphold their civic responsibilities. 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 supervisor 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 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.

West Virginia

If you are scheduled to work a shift lasting at least six (6) hours, you will be provided with a meal/break period of at least twenty (20) minutes. Meal/break periods longer than twenty (20) minutes will be unpaid and breaks twenty (20) minutes and under will be paid. If you have questions about meal periods or breaks, please communicate with your store management.

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

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.

An employee’s failure to notify the Company with a copy of their current firearm license, to properly secure and protect a firearm or to comply with this policy may subject the employee to discipline, up to and including immediate termination. Employees with questions concerning the application of this policy, should consult Human Resources immediately.

PREGNANCY ACCOMMODATION

The Company provides reasonable accommodations to employees for pregnancy, childbirth 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:

- allowing more frequent breaks;
- assistance with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The Company may require the employee to provide written certification supporting the need for an accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrent 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.

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 three (3) or more consecutive hours to vote while polls are open will be granted up to three (3) paid hours of excused time off to vote. We may select the hours you are excused to vote.

Employees seeking leave pursuant to this policy must provide their supervisor with at least three (3) days advanced written notice of their need for leave. Upon return, employees may be asked by the Company to present proof of having voted, such as a voting sticker.

WAGE PAYMENT

The Company pays you at least twice a month, with no more than nineteen (19) days between paydays, unless otherwise provided by special agreement filed and approved by the state commissioner of labor.

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 under the age of 18. 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>
West Virginia Division of Labor: https://labor.wv.gov/Wage-Hour/Child_Labor/Pages/default.aspx

Hazardous Functions, Activities, Occupations for Minors

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, and frying or grilling in any capacity;
- 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; this includes cleaning, working with, or using in any way the hot water machine or bun toasters;
- performing any baking activities;
- and using any slicers, grinders, or processors.

West Virginia - Hazardous Functions, Activities, Occupations

In addition to the federal rules listed above, West Virginia law places *further restrictions* on minors. West Virginia law prohibits any minor under 18 years of age, from being employed or permitted to work in any occupation that is determined by the West Virginia Division of Labor to be dangerous or harmful.

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 with an age certificate. The original documents KBP obtains for certifying the age of minor employees should be kept on-site at the work location **and** a copy of the age certificate should be uploaded to KBP’s Workday system by the hiring manager.

West Virginia - Employment Certificates/Work Permits

Any minor under 16 *must* additionally obtain and present a **work permit** to KBP during the recruiting process prior to being hired. KBP prohibits anyone in management from making an offer of employment to a minor under 16 without first obtaining a work permit.

After employing a minor with a work permit, KBP must keep the minor’s work permit 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.

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. during periods, 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 (West Virginia):

- May not work during school hours.

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.

Meal and Rest Breaks

Minors age 15 may not work more than 5 consecutive hours without an unpaid, duty-free meal period of at least 30 minutes.

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 HR Ethics Hotline at 888-971-2991.

Exempt employees may be provided time off with pay for any of the above 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 **KBP** (“Company”) Employee Handbook and Employee Handbook Addendum for **West 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 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.