

# MERRIMAN'S

HOME OF  
HAWAII REGIONAL CUISINE

## **ALOHA AND WELCOME!**

Welcome! As an employee of Merriman's, whether on Maui, Kaua'i, O'ahu or the Big Island, we hope you will find your employment both rewarding and challenging. You were carefully selected to work here because we believe you will bring a high standard of quality to our business. We expect you will contribute to the success of Merriman's.

Please carefully read this handbook.

1. Start with the "About the Company" section as this will be new information to you. Our mission is important for your day-to-day work, and you may be asked about our history by our guests.
2. Study the section on "caring for our guests" to ensure you're treating our customers the Merriman's way.
3. Review the rest of the sections so you understand your rights and responsibilities, especially to create a safe, respectful workplace and to prevent harassment.

Contact your supervisor or management with any questions or concerns you might have after reviewing these materials. We welcome your feedback and suggestions so that we can continuously improve.

## **LEGAL NOTICES**

### **THIS HANDBOOK IS NOT A CONTRACT**

This Employee Handbook is designed to summarize Merriman's policies and benefits and to acquaint you with many of the guidelines concerning employment with the Company. This handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This handbook supersedes all previous employment policies, written and verbal, expressed and implied. Merriman's reserves the rights to modify, rescind, delete, or add to the provisions of this Handbook in its sole discretion. The Company will notify employees of any significant changes that affect them. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to change the at-will employment relationship between the Company and its employees. Merriman's reserves the right to interpret the policies in this handbook and to deviate from them when, in its discretion, the Company determines it is appropriate.

### **AT-WILL EMPLOYMENT**

Employment with Merriman's is at-will. This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. Neither this handbook nor any other communication by any management representative, either written or oral, made at the time of hire or during the course of employment, is intended in any way to create an employment contract or specific term of employment. Merriman's reserves the right to modify or change an employee's position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification or reassignment.

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## **ABOUT THE COMPANY**

In December 1988, Peter Merriman and his wife Vicki opened Merriman's. This upscale eatery in Kamuela (Waimea) on the Big Island has become known nationally as the "Home of Hawai'i Regional Cuisine." It has earned the respect of publications and diners around the world. Not only has Peter been nominated three times for the James Beard Award "Best Chef-Western," but also the restaurant has been voted the prestigious "Hale 'Aina Award," as the best Big Island restaurant for more than 18 consecutive years. We are glad you have joined us and hope you will be a contributing member to our fine establishments.

"Exciting, regional, tasteful, and fun,  
that's what a restaurant should be!"

**-Peter Merriman**

### **ABOUT PETER MERRIMAN**

Peter Merriman has been recognized as a culinary pioneer in Hawai'i for over 25 years. Peter is known as the original "locavore," which means a person whose diet consists mainly of locally grown or produced food. He is a vocal champion of Hawai'i's farmers, ranchers and fishermen. His restaurants showcase island grown and harvested foods through simple preparations that reflect the varied flavors of Hawai'i's multiculturalism. Called the "Pied Piper of Hawai'i Regional Cuisine" by *The Los Angeles Times*, he is a continuing inspiration to Hawai'i's thriving culinary scene.

### **EARLY YEARS**

Peter was raised in Pittsburgh. His mother Woodene (Woody) Merriman, a noted Pittsburgh Post Gazette food writer, exposed Peter to the intricacies of food preparation at a young age. Noting his interest in cooking, Woody got him a job doing prep work for Master Chef Ferdinand Metz at the H. J. Heinz Co. Chef Metz later became president of the Culinary Institute of America.

Pursuing the opportunity to play football, Peter attended The University of Pennsylvania and studied Political Science. He spent his free time cooking for his friends. After graduation, he enrolled in a three-year Chef's Apprentice Program with RockResorts, under the auspices of the American Culinary Federation. He cooked in resorts across the United States and Europe, including a summer working in the vineyards of France's Champagne region.

In early 1983, Peter was hired as a cook for the Mauna Lani Bay Hotel. He arrived in Hawai'i with one suitcase and \$75 in his pocket thinking he would stay a few months at the most. But he fell in love with the natural beauty of the islands and the rich culture of the people who live here. In



1985, only two years after his arrival, he was appointed Executive Chef of the Mauna Lani Resort's new Gallery Restaurant.

## **CHEF & PIONEER OF HAWAI'I REGIONAL CUISINE**

At his interview for the job as chef of The Gallery Restaurant, Peter was asked what type of food he wanted to feature. Without thinking, he said, "regional cuisine" and went on to explain how no other restaurants were serving the local fish and produce. When he got the job, he had to deliver on the concept but quickly discovered there were almost no local products available. Peter advertised in the newspapers and went out to the farms, ranches and docks to let local producers know he wanted whatever they had. "We're in this together," he told them, "If you grow it or catch it, I'll buy it, and we'll all succeed." Pretty soon he had built solid partnerships and local producers would try to get or grow whatever he needed. As he began recruiting other chefs to focus on local foods, "Hawai'i Regional Cuisine" was born with Peter as founding president. Peter says it was just the right thing to do. "We were able to serve the freshest, most flavorful food at the restaurant. The bonus is that it benefits the local economy while helping to preserve the land and the agrarian way of life."

At Merriman's we:

- Support local farmers who choose sustainable agriculture methods that nourish the earth, so it is rich and fertile for future generations.
- Offer the finest local interpretations of Hawai'i Regional Cuisine using locally sourced ingredients. Our menu changes daily and seasonally with our guest in mind.
- Promote Hawai'i Regional Cuisine among residents and visitors, furthering the understanding of how locally-grown food positively affects our families, our community and our economy.

## **MERRIMAN'S RESTAURANTS**

- Merriman's Waimea  
In 1988, Peter opened his signature upcountry restaurant in Waimea on the Big Island of Hawai'i. He was proclaimed, "A gourmet in cowboy country" by Hana Hou!, the Magazine of Hawai'ian Airlines. The New York Times raved, "Everything at Merriman's...features the freshest local ingredients paired in exciting ways," and San Francisco Magazine exclaimed, "His Wok-charred Ahi is to die for!"
- Merriman's Kapalua  
Peter's second namesake restaurant opened in 2008 in one of the most stunning ocean front locations on Maui - the point directly overlooking Kapalua Bay.
- Merriman's Kaua'i  
Another fine dining restaurant was added to the Merriman's group in 2009 - Merriman's Fish House in Po'ipu, Kaua'i.

- Merriman's Honolulu  
Merriman's opened Ward Village on O'ahu in 2018. Reflecting Peter's personal style, the restaurant combines the feel of a neighborhood bistro with hints of old Hawaii.

## **HANDCRAFTED RESTAURANTS**

In winter 2011, Peter launched Handcrafted Restaurants, a new venture in casual dining with restaurateur Bill Terry. Handcrafted Restaurants is separately owned and operated from Merriman's Restaurants, but the companies consider each other "sister" companies and share reciprocal dining privileges.

- Monkeypod Kitchen Wailea  
Monkeypod Kitchen by Merriman is a place where beer lovers, families, and foodies come together. The restaurant features locally sourced menus with a focus on sustainable meat, fish and produce. Monkeypod Wailea opened in 2011 and is located in the Wailea Gateway Center on Maui.
- Monkeypod Kitchen Ko 'Olina  
Monkeypod Ko 'Olina opened in 2013 and is located in the Ko 'Olina Station on O'ahu.
- Monkeypod Kitchen Ka'anapali  
Monkeypod Ka'anapali opened in 2017 and is located in Whaler's Village on Maui.
- Moku Kitchen Kaka'ako  
Moku Kitchen Kaka'ako opened in 2016 and is located on O'ahu.
- The Beach House Po'ipu  
The Beach House restaurant and property on Kaua'i was acquired by Handcrafted Restaurants in 2016.

## **HULA GRILL, KA'ANAPALI**

In 1994, Peter partnered with TS Restaurants to open Hula Grill on Maui's famed Ka'anapali Beach. Hula Grill, touted "the best fish house in the islands" by Honolulu Magazine, brought the concepts of Hawai'i Regional Cuisine to a beachside setting.

## **SENIOR LEADERSHIP TEAM**

At Merriman's, we care deeply about our guests and our employees. The executive management team, located on Maui, is available to you for any questions or concerns that you may not be comfortable addressing with your restaurant management. See the contact list for our CEO, Executive Chef, and restaurant management on the bulletin board.

## **MERRIMAN'S MISSION STATEMENT**

*DO THE RIGHT THING!*

We do the right thing - even when no one is looking.

We respect the 'aina (land) and the people who produce the food, we are proud of our work, and we take responsibility for making sure every guest has a memorable dining experience. Each day, we strive to "Do The Right Thing!" for the earth, for each other, and for our guests.

## **MERRIMAN'S VISION STATEMENT**

*BE THE BEST GUEST EXPERIENCE COMPANY IN THE WORLD*

We are not just a restaurant - we're in the entertainment business! At Merriman's, we're all about quality without taking ourselves too seriously. We strive to create dining experiences that are fun, festive and memorable so that everyone feels welcome and comfortable.



## **MERRIMAN'S VITAL FEW VALUES**

We believe the most vital ingredients for providing the best guest experience are:

### **1. THROW A PARTY EVERY NIGHT!**

We go out of our way to make everyone feel like a special guest in our home. We greet our guests by name and provide a fine dining experience that is always fun and joyful, but never too serious or stuffy. If the party were at your house, what would you do?

### **2. FINE FOOD FAST**

We put the best product out as quickly as possible because we recognize that great dining experiences don't require two hours. We understand that guests expect everything to move faster, even great food!

### **3. COOK FOR YOUR MOM**

We prepare and serve every dish and drink as if it's for your mom and treat each guest like they're family.

### **4. KNOW YOUR LETTUCE**

Everyone at Merriman's knows every ingredient in every dish and where it came from. We have the farmers on the wall, and we know them by name! Because we are professional servers, cooks, and beverage people, we continuously learn, grow, and expand our knowledge of food & wine and share that knowledge with our guests.

## **5. BUY THE BEST OLIVE**

Local first, organic when possible, and always sustainable. We apply this down to the olives used in our martinis!

## **6. RESPECT EACH OTHER**

We respect and care for everyone in the Merriman's 'ohana. We treat our fellow workers as internal customers. As we honor paying customers, so do we honor each other by striving to help and encourage one another.

## **7. HAVE FUN EVERY DAY**

We want people to enjoy each day, whether they are paying customers, or getting paid to be here. We are mindful of the energy we bring to all our interactions because positive energy is fun, and joy is contagious!

Embracing the Vital Few is the key to your success at Merriman's. Please use every opportunity to deepen your knowledge of these seven elements, as we believe they are critical to providing the very best guest and employee experience. Be sure to ask your managers and co-workers what the Vital Few means to them!

## **MERRIMAN'S CULTURE**

Our culture is different than our vision. Culture is how we treat each other. Our vision is to have the very best guest experience in the world. The way we accomplish this is through a culture of hard work and fun:

- We are professional and continuously work to improve our skills.
- We have honest and open communications that show empathy and understanding for our coworkers.
- We respect each other and encourage everyone to contribute.
- When someone violates our Vital Few values, we question them and have an empathetic conversation.
- We treat people the way THEY want to be treated.

## **CULTURAL FELONIES**

These violate our Vital Few values.

- Frequent complaining - if something should be changed, make constructive suggestions to those who have the ability and authority to fix the problem.
- Negativity - if we overly focus on what's going wrong, belittle others' ideas, place blame, and gossip behind people's back, our negative energy will spread and bring everyone down. Negativity is the opposite of FUN. Be positive.
- Being a hippopotamus - appearing fine on the surface but kicking up a storm under water.
- Being inflexible instead of adaptable.

# **GETTING STARTED AT MERRIMAN'S**

## **ORIENTATION AND INTRODUCTORY PERIOD**

The first day of employment, your orientation, is your "hire date." You have a 90-day introductory period. During this time, we can learn more about each other and evaluate whether the job is suitable to your skills, personality, and career goals.

If you are a tipped employee, you will not be tipped during any shifts where you work side by side with a trainer. Depending on your position, these are the first 5 to 10 shifts of your employment. If we decide that you need additional training, the time without tips may be extended.

During and after the 90-day introductory period, either the Company or you may terminate your employment at any time, without cause or prior notice, under the at-will employment policy.

## **WORK SCHEDULE**

We use an online system called HotSchedules to manage scheduling. Schedules are published on Fridays at least two weeks in advance to ensure an adequate work/life balance for our employees.

It is your responsibility to know your schedule. If you have any questions regarding the schedule, ask management. Schedules may change and do not remain constant. Always check the most recent schedule.

## **SHIFT SWAP PROCEDURE**

If you want a shift change after a schedule has been posted in HotSchedules, you need management approval. If management has not approved the change, assume it has been denied and show up for your scheduled shift. If you fail to show up for the shift and it is left uncovered, you may be disciplined.

## **TIME REPORTING - TOAST POS**

Clock in and out using the Toast POS system. Clock in no more than 3 minutes before you are scheduled unless you have management approval. At the end of your shift, clock out as soon as you have completed all assigned tasks and obtained management's approval.

If you work additional time that was not pre-approved by management, or if you change, falsify or record time on another employee's POS number, you may be disciplined, up to and including termination.

## **ATTENDANCE**

Your success as an employee depends upon you being ready to work at the beginning of your shift. Your attendance record may be a significant factor in evaluations for raises and promotions.

If you know you will be unable to come to work, you must notify your supervisor at least four (4) hours before your scheduled start time. Do not leave a message with fellow employees or via text message. You must call the restaurant and leave a voicemail as well as send a Hot Schedules message to all managers. Your call-in is not considered received until a manager confirms receipt with you directly.

Being absent more than three times in a 60-day period can lead to discipline, up to and including immediate termination.

If you are unable to give advance notice due to an emergency, you must contact your supervisor as soon as you are able. If you are unable to contact us yourself due to a serious medical emergency, please have your medical care provider contact your supervisor on your behalf. And, as soon as you are able, you must personally contact your supervisor. **You must provide a doctor's note for absences that are 2 days or longer.**

### **NO CALL/NO SHOW**

Failure to report to work or contact your supervisor is considered a No Call No Show, or NCNS. No Call No Shows put an unnecessary burden on the rest of the team. One (1) NCNS is considered job abandonment and subject to disciplinary action up to and including termination. If you miss a scheduled shift, contact your supervisor immediately.

### **TARDINESS**

You must be prepared to begin work promptly at the start of your scheduled shift. If you will be late for your shift, contact your supervisor to notify them of the reason for the delay, and the approximate time that you will arrive.

Frequent, unexcused tardiness is unacceptable. Being tardy or absent more than three times in a 60-day period can lead to discipline, up to and including immediate termination.

### **REQUESTING PERSONAL TIME OFF**

If you would like to schedule personal time off, post the request in HotSchedules at least two (2) weeks before the date you are requesting. If the time falls during the posted schedule, you must get the shift covered by another team member. If you are unable to get another team member for the shift, you are required to work the scheduled shift. You must be available to working the following dates:

- December 15 - January 15
- Valentine's Day, February 14<sup>th</sup>
- President's Day Weekend (Friday - Monday)
- Easter Weekend (Saturday - Monday)
- Memorial Day Weekend (Saturday - Monday)
- Labor Day Weekend (Saturday - Monday)
- Thanksgiving Weekend (Wednesday - Sunday)

- Other holidays (federal and non-federal) as necessary, based on past business performance

Managers will always do their best to consider PTO requests. PTO may be requested during the dates above, but never guaranteed. Based on past business performance and staffing needs, PTO will be given or denied accordingly.

### **PAID TIME OFF (PTO)**

Full-time and part-time employees will begin accruing PTO on their first day of employment based on their hours worked. You are eligible to begin using your accrued PTO after you complete 3 months of service.

Casual employees are ineligible for PTO benefits. Casual employees are employees working 3 days or less per week.

Hourly employees accrue PTO at the following rate for each regular and overtime hour worked:

Years 1 and 2 - 0.01923077 / up to 40 hours  
Year 3 - .03846154 / up to 80 hours  
Year 4 - .05769231 / up to 120 hours

Salary employees accrue PTO at the following rate for each hour worked (managers are credited with working up to 80 hours per pay period):

Year 1 - .03846154 / up to 80 hours  
Year 2 & 3 - .05769231 / up to 120 hours  
Year 4+ - .07692308 / up to 160 hours

Once you reach the maximum allowance for your year of service, you will stop accruing PTO until it has been used.

To ensure your ability to take PTO when you want, please submit a completed PTO form to management as soon as possible (blackout dates apply). Time off must also be submitted through Hot Schedules.

Merriman's Hawaii does not pay employees in lieu of PTO, nor allow employees to use PTO not yet earned. Employees who resign will forfeit unused PTO benefits. Merriman's Hawaii does not pay out unused PTO benefits at the end of employment, regardless of whether termination is voluntary or involuntary. However, PTO is payable to salaried managers and hourly Back of House employees upon leaving the company provided those employees give 6 weeks' notice, are in good standing with the company, and have completed at least 1-year of continuous service.

In some cases, you may be eligible for paid leave. See the section on leaves.

## **EMPLOYEE DISCOUNTS/RECIPROCAL DINING PRIVILEGES**

You can receive a discount of 50% off food and beverage when dining in any of our Company restaurants, including all Merriman's and Monkeypod locations; The Beach House, Kaua'i; and Moku, O'ahu. Please inform management if you plan to visit our sister locations. The discount will apply to you and one guest, or to you and your immediate family up to 4 people. If your location allows you to dine in after you finish your shift, you must change out of your work clothes into attire that is suitable for the restaurant. Please ask your management for your restaurant's policy regarding dining after your shift.

Merriman's employees also receive a discount at Hula Grill, Maui, on food purchases only. This discount is limited to employees and one other guest. This discount does not apply at Hula Grill, Waikiki.

When using your employee discount, the tip should be calculated based on the total value of the check before any discounts have been applied. An industry standard 20% gratuity is recommended.

You must be actively working and receiving a paycheck to get your discount. Discounts do not apply to carryout meals, as the purpose is for you to enjoy the dining experience. Alcoholic beverage consumption is limited to two drinks per person or one bottle of wine per couple.

The 50% discount does not apply to bottled wines over \$70.00, select menu items, specials, and preferred menus as determined by the chef or management. You must be present for the meal to receive the discount.

Management reserves the right to change your reservation time to accommodate guests' reservations. Generally, you may make discounted reservations during holidays, but check with management regarding black-out dates. If you have a reservation and a wait list develops for guests, your reservation will be cancelled.

If you plan to apply a Company gift certificate, please inform your waiter before paying. The comp value will be removed, and your discount will be applied to the balance of the bill.

You may receive a discount for items you wish to purchase for a customer. Management approval must be obtained before purchase.

## **FAMILY MEAL**

We provide our employees with a wholesome meal before every shift. The meal is served at a scheduled time before pre-service and must be finished by pre-service.

Please keep these additional guidelines in mind:

- Do not help yourself to food from the production area or refrigerators.
- Do not store food in the service station.
- Do not eat during service.



- Do not eat in the service stations.
- No food or alcoholic beverages may be removed from the premises.

## **CARING FOR OUR GUESTS**

### **GUEST SATISFACTION**

You represent the Company. Guests will remember you and the service you extend. Immediately greet all guests, by name whenever possible. Always be friendly and courteous.

### **GUARANTEE OF PRODUCT**

We stand behind our product and offer a 100% satisfaction guarantee. If a guest is dissatisfied with a product, we can replace it with something to their liking. If this is not the case, a manager can offer a gift certificate to come back and enjoy a meal on us.

### **COMPLIMENTS AND COMPLAINTS**

If a guest has a complaint, be as concerned and helpful as possible. Never argue with a guest. Alert the manager immediately, no matter how small it may seem. The manager will handle it personally. We want to make sure every single guest is happy when they leave the building.

When there is a complement, alert the manager as well - we love hearing when we exceed a guest's expectations. The manager will want to give someone who has a great experience some extra attention. Our goal is to develop as many return guests as possible. Both compliments and complaints are opportunities to engage more guests.

Guest comment cards will be available to all guests with their check. All completed guest comment cards, whether positive or negative, must be turned in to management at the end of each shift. Withholding guest comment cards can lead to discipline.

### **KITCHEN SURCHARGE**

Kitchen employees are not included in the tip out, but a service charge may be allocated to them, as long as it is disclosed to guests. Guests are charged a 4% service charge on food, all of which goes to back-of-the-house employees, from the dishwasher to the line cooks, based on hours worked. Kitchen staff must clock in and out to receive this surcharge. Our goal is to be totally transparent with guests and take care of our people. There is a note on the menu informing guests of the surcharge and it is included on their receipt. If a guest has concerns, please inform management.

### **MINIMUM SUGGESTED GRATUITY**

A 20% suggested gratuity may be added to a check on tables of six or more guests.

If you want to add the 20% suggested gratuity, you need approval from management. The 20% will not be added if a customer experiences any food or service issues.

When the decision is made to include the 20% suggested gratuity, the server must highlight the gratuity and tell the paying customer. The guest is not obligated to pay the suggested gratuity amount and may decide to pay less at their discretion.

If you change the percentage amount, it may result in disciplinary action. If a customer adds an additional amount, management may elect to contact the customer to verify it.

Any additional gratuity a guest leaves will not be charged to the customer if management decides it might be an error. No gratuity will be added to a customer's credit card if the customer doesn't leave the signed copy of the charge slip showing the amount of the gratuity. Only management may approach a customer with regards to a tip.

### **YOUR RESPONSIBILITY FOR SERVING ALCOHOL**

It is your responsibility to our guests and our community to ensure that our guests arrive at their destinations safely without endangering themselves or others. Our goal is to provide a fun, upbeat environment where our guests can consume alcoholic beverages responsibly.

You must check ID of anyone who acts or appears to be 30 or younger. You must also ask the guest, "Are you old enough to legally purchase alcohol?"

The only acceptable form of identification is a valid driver's license, passport, military ID, or valid state-issued ID card.

If proper ID cannot be shown, or you have any question that an individual may be underage, talk to a manager.

### **POTENTIAL PITFALLS OF SERVING ALCOHOL**

- Minors being served alcohol
- Guests arriving at Merriman's intoxicated
- Guests being over-served while at Merriman's

### **FACTORS LEADING TO INTOXICATION**

- Amount of alcohol consumed
- Rate of alcohol consumption
- Weight of the person
- Food eaten before or while drinking alcohol
- Medication that a person has taken
- State of mind
- Exhaustion, jet lag, sunburn
- Illegal drugs that a person may be using

## STOPLIGHT APPROACH TO GUEST DRINKING

**Green Light** - Go. This would be a new guest who has not exhibited any signs of consumption of alcohol before arriving.

**Yellow Light** - Caution. This guest is beginning to show signs of intoxication. They are considered a Yellow Light for any of the following reasons:

- Their behavior changed
- The increasing number and/or pace of drinks consumed
- They have been drinking without eating for a long time
- They had shots of alcohol
- They express the intention to get drunk

**Red Light** - Stop. No more alcohol.

- This person shows behavior unbecoming of any guest at Merriman's
- They are outwardly showing signs of intoxication
- Their judgement is impaired
- Their speech is slurred
- They are unable to fully control their body movements

## RESPONDING TO GUESTS USING THE STOPLIGHT APPROACH

**Green Light** - Serve with aloha, establish a relationship with and begin observing, evaluating, and guiding our guests.

- Observe our guests:
  - o How do they act?
  - o Are they loud and talkative or quiet and reserved?
  - o Are they serious or funny?
  - o How do they respond to you?
  - o What is their overall appearance?
- Evaluate our guests:
  - o What is their condition on arrival?
  - o Have they been drinking already?
  - o What is their state of mind?
  - o What is their intention?
- Monitor their consumption:
  - o Know how many, and what type, of drinks are served to each guest during their stay
  - o Know who has eaten what type of food
  - o Be aware that they may seek out drinks from another source
- Find out who is driving

**Yellow Light - Slow down**

- A manager must be notified and stop by the table, get acquainted with everyone and learn the name of the leader in case we move on to a red light
- The server must
  - o Serve water and non-alcoholic beverages to the table
  - o Slow service of alcoholic beverages to the table
  - o Strongly suggest to the table that food be eaten
  - o Do not serve shots to the table
  - o Server/bartender must inform the table that:

- They are drinking too fast
  - They need to slow down
  - We like them and we don't want them to get drunk, get in trouble/hurt, or be hung-over
  - We would like them to be able to come in and see us tomorrow
- The manager and server must stay in communication with each other regarding the status of the table.

**Red Light - No more alcohol.**

- Execute the exit strategy
- Assist in procuring a safe way home (cab or designated driver)

If a person was drinking before entering our restaurant, we are liable for their action. The same is true for shift changes. When daytime bartenders go off duty, they must inform the nighttime bartenders how much was consumed by the guests who remain.

**LIQUOR LAW VIOLATIONS**

You are responsible for knowing the county liquor laws. The rules are at the bar and in the office of the restaurant. If you violate the liquor laws, you may be terminated immediately.

The major offenses are:

- Serving alcohol to a minor
- Allowing consumption by a minor
- Serving alcohol to an individual with a fake or unacceptable ID
- Selling alcohol to an individual who is already intoxicated
- Selling alcohol at an unsafe rate of consumption
- Permitting any alcohol to be taken off the restaurant's premises
- Serving or consuming alcohol in the restaurant after hours
- Consuming alcohol while on duty
- Asking to be served or consuming alcoholic beverages at Merriman's or Handcrafted Restaurants if underage

**PAY & COMPENSATION**

**PAY SCHEDULE**

You are paid every two weeks on Fridays.

The payroll workweek is Monday through Sunday. For work performed in a two-week period, you will be paid on the following Friday. Paychecks will be available for pick up after 1:00 PM on the payday. Merriman's will not release your paycheck to any other person without your written authorization.

Your paycheck includes your base pay for the pay period, tips as applicable, any overtime, and time off or other exception pay you earned in the previous pay period.

## **DIRECT DEPOSIT**

You can have your paycheck direct deposited into your bank account. Employees are limited to adding two bank accounts. You can enroll in direct deposit through your HR Symphony account. It usually takes two payroll cycles for HR Symphony to process the request before your direct deposit goes into effect. Until that time, you will receive paper checks.

For easier access to past statements and to conserve paper, we recommend that you switch to paperless statements.

## **TIP REPORTING**

The IRS requires all employees who receive \$20.00 or more in tips per calendar month to report all tips received for income tax purposes. Tip income, including cash income, is fully taxable for Social Security, Medicare, Federal, State, and Local taxes.

You are responsible for reporting any tips, whether you receive them in the restaurant or at an off-site location while working for Merriman's. If you are offered a gift for your services, report it to management. Gifts are subject to Merriman's Gift Policy Rules.

Please see management for details on our tip procedure. We suggest that you keep your own personal records of tips earned and paid out, in addition to what you give to the bookkeeper. Not reporting or inaccurate reporting of tips may result in disciplinary action, up to and including termination.

For all tips that are given via credit cards, Merriman's will deduct the percentage amount that we are charged for credit card processing fees. The percentage is determined by each location's historical credit card processing fees for the last twelve months.

Managers are not eligible to receive tips.

## **OFF-SITE COMPENSATION**

You may be scheduled to work at special events in off-site locations. If so, you will be reimbursed for travel to and from the location that exceeds the time for your regular commute to work. You are not entitled to special pay for off-site scheduling unless approved by management in advance.

Management may provide incentives to employees who exercise superior work performance at off-site locations. Any incentives provided in this manner will follow normal payroll procedures.

## **CASH SHORTAGE AND CREDIT CARD HANDLING**

You will be trained on Merriman's procedures for correct and accurate cash handling and preparation of guest checks. You must follow all cash and credit card handling guidelines. Merriman's is a fair employer, and we

understand that mistakes occur, but frequent and sizable mistakes are tracked and recorded and are subject to disciplinary action, up to and including termination.

### **FULL-TIME, PART-TIME AND CASUAL EMPLOYEES**

Full-time employees are regularly scheduled to work at least 30 hours a week and must be available for any and all shifts.

Part-time employees are regularly scheduled to work at least 20, but less than 30 hours per week.

Casual employees must be available to work at least a minimum of 8, but less than 20 hours per week and may not be eligible for most benefits.

### **OVERTIME**

Our standard workweek begins on 12:00 a.m. Monday morning and concludes at 11:59 on Sunday evening.

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work mandatory overtime. Whenever possible, advance notice will be provided. Management must approve all overtime work in advance. You are required to inform management if you are approaching overtime hours. Management reserves the right to not approve a schedule change if it would result in overtime pay.

If you work beyond your scheduled hours without prior authorization, you may be disciplined, up to and including termination. You are not allowed to work "off the clock" as a favor to the Company. We can be fined for not paying you for work, whether or not you report it.

You are designated as either exempt or non-exempt from federal and state wage and hour laws. Non-exempt employees earn overtime pay at the rate of at least one and one half (1 1/2) times their regular hourly wage for work performed over 40 hours per workweek. Time spent going to work and entering and leaving the workplace does not count as hours worked. Time for holidays, vacation, sick, or any other paid leave is not included in computing overtime.

Exempt employees are executive, administrative, professional and other employees as defined by the Fair Labor Standards Act and do not earn overtime pay. Employees must meet salary and duty requirements in order to qualify for exempt status. If you have any questions on whether you are an exempt or non-exempt employee, please see someone in management.

### **DEDUCTIONS**

Your paycheck statement will show withholdings required by law including Federal and State income taxes and Social Security taxes. Additional deductions will be made when legally required, such as for garnishment and child support. In those situations, you will receive notification before you receive your paycheck.

## **ERRORS IN PAY**

Merriman's takes all reasonable steps to ensure paycheck accuracy. In the unlikely event of an error in your pay, please notify management immediately so the corrections can be made. You are responsible to ensure your paycheck is accurate.

## **EMPLOYEE EXPENSES**

You cannot pay for business expenses out of your own pocket without prior approval. Once approved, complete an expense report to apply for reimbursement. Please see management for more information.

## **PERSONNEL FILES**

Management keeps the official employee records in a central location to ensure that they are accurate, to protect the confidentiality of your information, and to provide managers with timely and accurate information for internal placement and compensation decisions.

With reasonable advance notice, you may review and respond to information in your own file in the presence of a manager. No copies of documents in your file may be made, except those you previously signed. You may add your version of any disputed item to the file. If you leave the Company, we will keep your records as required by law. If you leave and later apply for re-employment, management may review your employee file for performance and compensation information.

## **NOTIFY US OF YOUR CHANGES**

In order to ensure accurate records, please notify management right away about changes in your family status (e.g., marriage, divorce, or family additions), address, telephone number, beneficiaries, or other relevant information. To change your benefits, you must notify management within 30 days of your family status change. Employees are required to update employment records when their work authorization documents expire and/or are renewed.

## **YOUR SUCCESS AT MERRIMAN'S**

We are committed to creating an environment where you can develop yourself in your profession and perform at the highest standard. We encourage you to communicate openly and frankly with management to achieve mutual understanding, prevent small problems from escalating, and eliminate barriers that impede team or individual contributions. You are accountable for meeting performance standards and following Company policies and procedures. Your manager is your primary point of contact for discussing expectations and offering advice as needed.

We are committed to developing our team, and we will consider you for internal openings based on expertise required, your current job performance, and your interests. If you are interested in applying for a

transfer to an open position, you should first discuss it with your manager.

## **APPEARANCE/WORK ATTIRE**

We maintain high standards of service and facilities. Similarly, you must be neat and professionally groomed at all times. You should take care of your uniform and take pride in wearing it. Uniforms should always be neat, pressed, and fitted properly. Regarding nail color, hair color, jewelry, etc., it must be tasteful and not distracting or excessive. Management has complete discretion in enforcing these standards.

At all times:

- Wear approved, closed-toe, non-slip shoes in like-new condition.
- Maintain personal hygiene and cleanliness.
- Wear deodorant.
- Limit cologne, perfume, essential oils and other fragrances so they cannot be smelled by guests.
- Keep fingernails clean.
- Neatly trim mustaches, goatees, beards and sideburns.
- Restrain hair and keep it clean.
- Wear jewelry that is tasteful, not distracting or excessive.
- Dresses, shorts and skirts may be no higher than 3 inches above the knee.
- Wear undergarments.

## **CONFLICTS OF INTEREST**

We believe that you are committed to meeting the highest standards of business conduct. Still, there's sometimes a fine line when it comes to standards. This section outlines our expectations, so you are clear when it comes to doing the right thing.

We respect your right to have a private life, as long as your personal interests don't conflict with our business interests or compromise our reputation or integrity.

If you are aware of a potential conflict of interest, please talk to your management so we can evaluate the situation and develop a suitable course of action.

## **OUTSIDE EMPLOYMENT**

We understand that hourly employees may have other employment or your own business. If you have any activity or relationship with another restaurant, vendor, representative or individual that could possibly result in questionable business ethics or a compromise in your loyalty to Merriman's, report it to management for approval.

Salaried employees are prohibited from employment outside Merriman's unless approved by the General Manager.



If you don't report these situations, that may be a conflict of interest and can lead to discipline.

### **PERSONAL DATING RELATIONSHIPS**

Managers, supervisors, and lead persons are not allowed to date or have romantic or sexual relationships with employees they supervise. This is to avoid possible claims of sexual harassment as well as prevent misunderstandings, complaints of favoritism, other problems of supervision, security issues, and morale concerns. Such relationships may result in disciplinary action, up to and including termination.

Co-workers may have a personal relationship with each other unless it negatively impacts supervision, security, safety, morale, or the Company's interests. If that happens, we may try to reassign one of the employees involved to another position, or one or both employees may be asked to leave the Company.

### **EMPLOYMENT OF RELATIVES**

Your relatives may be eligible for employment with Merriman's, subject to approval by the General Manager. For the purpose of this policy, "relatives" are defined as spouses, civil union partners, domestic partners, children, grandchildren, siblings, parents, grandparents, aunts, uncles, nieces, nephews, and cousins.

### **NO CELL PHONES DURING WORK HOURS**

Do not use a cell phone or any electronic device during working hours. In an emergency, if you must make or receive a call, inform your manager. Cell phones, iPhones, iPods, iPads and similar electronic devices should be left in your locker.

### **CELL PHONE USE FOR COMPANY REASONS**

If you and a manager or co-worker talk or text on your cell phone for Company business, you must follow these safety rules:

- Do not use your cell phone while driving on Company business.
- Do not use your cell phone for Company business while driving at any time.

### **DRIVING ON COMPANY BUSINESS**

Employees are expected to obey all traffic and safety laws while driving on Company business. We are not responsible for fines or penalties you receive for traffic violations while driving on Company business.

### **CONFIDENTIALITY**

You are responsible for safeguarding confidential information you learn during your employment, during and after your employment. This may include confidential information about Merriman's, its suppliers, its customers, or your co-workers. Do not tell anyone this information unless it is necessary for your work. If you violate this policy, you can be terminated

and/or sued by the Company. Please keep all internal Company and customer documents out of sight in public areas.

Examples of confidential information include, but are not limited to:

- sales figures
- guests lists, spending, or other data regarding guests
- profit margins
- recipes
- merchandise mark-up
- marketing, sales, and operating reports
- names and addresses of employees or guests
- Employee Handbook
- compensation rates
- any other information that that is not made public

If you have any questions about what is considered proprietary or confidential, please talk to management.

## **HONESTY**

Honesty, on or off the job, and our confidence in your trustworthiness and integrity are absolute requirements. If you are dishonest or steal money, merchandise, or other property, you will be terminated and may be sued by us and/or criminally prosecuted.

You are responsible for reporting any dishonest acts by co-workers or guests to your supervisor immediately. You are also required to cooperate fully in any investigation of dishonesty, whether or not you are directly involved. Failure to report dishonesty or to cooperate fully with investigations may result in disciplinary action, up to and including termination of employment.

## **NO SOLICITATION/NO DISTRIBUTION**

Non-employees may not solicit or pass out literature on Company property for any purpose.

You may not solicit another Merriman's employee for outside products or services, or political, religious, or charitable contributions during the working hours of you or the other employee. You may not distribute non-Company literature during working time or in work areas at any time.

You may not use Merriman's electronic communication media to solicit or advertise.

## **COMPANY MESSAGES**

Check the bulletin boards regularly for important information.

All posted information will also be provided for your convenience on HotSchedules. However, you are not permitted to check HotSchedules messages outside of working hours.

## **EMAIL AND COMPANY COMPUTERS**

Managers are provided with a Merriman's email address, and access to Company computers, which are to be used for work purposes only. The Company reserves the right to save, read, and search your email and computer files, and revoke your email address at any time. All emails sent and received through your Company email address, data and files are property of Merriman's.

Even if a message or file has been deleted or erased, it is still possible to recreate it. You do not have privacy or confidentiality for any electronic mail, voice mail, data or files belonging to the Company. All passwords must be given to the Company, as the system may need to be accessed if you are not here.

## **USING SOCIAL MEDIA**

The Company understands that employees use the internet and social media for both business-related and personal purposes. Posting can create some potential risks. The following policy is intended to protect the Company's legitimate business interests.

This policy applies to employees who post anywhere on the internet.

Your posts must not violate any Company policies including, but not limited to, policies prohibiting the disclosure of confidential business information, prohibiting discrimination and harassment, and prohibiting conflicts of interest and ethical violations.

If you refer to your co-workers in your postings, you should be thoughtful about how they may be affected by your statements. Statements regarding co-workers that are threatening, harassing, untrue, or abusive are a violation of Company policy.

If you identify yourself as an employee of Merriman's in any internet post, or describe your employment in a way that might lead others to conclude that you work for the Company, you must include a disclaimer that your views are personal and do not represent the views of the Company.

If you are posting as an individual (rather than an approved representative of the Company), you are prohibited from using the Company's trademark or logo. If you would like to include a link to the Company website from your post, you must obtain prior approval from management.

If you violate this policy, you may be disciplined, up to and including termination.

## **VALUABLES**

Please do not bring any valuables or large amounts of cash to work. We are not responsible for lost or stolen items. Backpacks and large handbags are not allowed in the restaurant or at the workstations.

Merriman's is not responsible for the loss, damage, destruction, or theft of any articles that are placed or left in an office desk or other Company property.

## **PERSONAL MAIL**

Do not use the Company's physical address for your personal mail or packages without management's prior approval.

## **HOUSE RULES**

The following list contains examples of offenses and is not intended to be complete. We may modify or add to these rules as needed, without notice, and whether or not in writing. In addition, employment with the Company is at-will and may be terminated by either you or the Company at any time with or without notice or reason.

If you violate any policy or any of the following rules, or do anything against the best interests of the Company, you may be disciplined, up to and including immediate termination.

- Being discourteous to any customer or fellow employee, such as making sarcastic or derogatory remarks, threats, using inappropriate body language, or yelling.
- Violating the Company's harassment policy, or engaging in any form of harassment, intimidation or coercion.
- Committing a cultural felony as outlined in this handbook
- Being tardy or absent more than three times in a 60-day period.
- Possessing, being under the influence of, or distributing alcohol, illegal substances, and/or illegal paraphernalia on premises.
- Dishonesty including falsification of restaurant records or timecards, and failing to be truthful with management or co-workers.
- Neglecting your duties, including leaving work without permission.
- Performing work below standards, or failing to use effort, initiative or interest to improve.
- Behavior that demonstrates a negative attitude about the Company, management, co-workers, or guests.
- Destroying restaurant property or the property of others.
- Stealing or not reporting other employees who are stealing.
- Violating safety rules.
- Not maintaining confidentiality of restaurant information.
- Insubordination, such as refusing to work as directed, refusing to complete work assignments, or using rude language to management personnel.
- Fighting, threatening injury, or using abusive or profane language while working or on Company premises.
- Using any restaurant equipment or vehicles without permission and/or transporting unauthorized passengers in restaurant vehicles.
- Using restaurant status or position to gain economic or other favors at the expense of the Company.
- Drinking at Merriman's bar after the completion of your shift.
- Drinking in the restaurant outside of regular business hours.

- Gambling on premises.
- Not showing respect to our neighboring businesses.
- Failing to turn in a guest comment card.
- Not informing management immediately of any guest-related issues.
- Giving away food or beverage without approval and documentation.
- Failing to follow procedure for employee discounts, customer discounts or promotions.
- Losing or not providing customer receipts, losing or not collecting cash, or failing to drop the end of shift server POS report.
- Not properly caring for assigned restaurant tools, uniforms and equipment.
- Endangering the safety of others and restaurant property.
- Failing to report breakage, loss, or damage of restaurant property.
- Adding a gratuity to a diner's check without consent.
- Smoking on Company premises.
- Parking in the restaurant lot unless designated employee of the month.
- Not turning in found items to lost and found.
- Changing any Company policy, procedure or form without approval of the management.

## **CORRECTIVE AND DISCIPLINARY ACTION**

If you fail to meet expectations, you may be given opportunities to improve through performance counseling and, sometimes, improvement plans. Performance counseling takes into account the circumstances that led to the problem, responsibility level, training, management support, evidence of cooperation and effort, possible impact on morale or customer relations, privacy rights of other employees, the needs of the Company and other unique issues. The system is not formal, and the Company may, in its sole discretion, use whatever form of discipline is deemed appropriate, under the circumstances, up to and including suspension without pay or immediate termination of employment. Progressive discipline is sometimes used in hopes of correcting inappropriate behavior. However, your employment is at-will; therefore, termination of employment is always possible at any time with or without cause and with or without notice.

Depending on the severity of the problem and the number of occurrences, we may use any of the following types of disciplinary action:

- Verbal warning
- Coaching with team member goals for improvement
- Written reprimand
- Unpaid suspension
- Termination

Documentation will be placed in your file for all disciplinary action.

An employee who engages in improper conduct and/or conduct not in the best interests of Merriman's can be disciplined, up to and including immediate termination.

## RESPECT IN THE WORKPLACE

You must treat everyone with respect. We prohibit discrimination, harassment, bullying and abusive treatment by and towards applicants for employment, employees, guests, or anyone else who does business with or at Merriman's.

### EQUAL EMPLOYMENT OPPORTUNITY

We employ the best qualified people and Merriman's is dedicated to equal opportunity in employment. We comply with all fair employment laws, and we take affirmative measures to eliminate and prevent illegal discrimination and harassment. Decisions regarding employment are based on legitimate, non-discriminatory business reasons. This policy applies to recruitment, hiring, placement, training, promotion, compensation, benefits, transfer, social and recreational programs, layoffs, discipline, termination, and all other terms and conditions of employment.

We prohibit discrimination and harassment on the basis of all statuses protected by federal, state or local laws including:

<ul style="list-style-type: none"><li>• age</li><li>• arrest and court record</li><li>• assignment of income for child support</li><li>• breast feeding or expressing milk</li><li>• citizenship</li><li>• credit history or credit report</li><li>• disability, including mental illness, AIDS/HIV</li><li>• disclosure of sexual harassment or assault</li><li>• disclosure of wages or asking others their wages</li><li>• domestic or sexual violence victim status</li><li>• gender identity or expression</li><li>• genetic information</li></ul>	<ul style="list-style-type: none"><li>• health condition</li><li>• health, medical or family leave</li><li>• marital status</li><li>• national origin, ancestry, ethnicity</li><li>• pregnancy, reproductive health decisions</li><li>• race or color</li><li>• reproductive health decisions</li><li>• relationship with a person with disability</li><li>• religion</li><li>• retaliation against one who discusses sex harassment</li><li>• sex or gender</li><li>• sexual orientation</li><li>• veteran and military service status</li></ul>
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### NO HARASSMENT

Harassment undermines the dignity of the workplace and Merriman's does not tolerate it of or by any of our employees, customers, vendors, or anyone else on Company property or doing business with the Company. Harassment is prohibited not only at our workplace, but also anywhere the Company conducts business and at Company-sponsored social events. Harassment is also prohibited outside the workplace, after work hours, or on social media or other communications when it affects employees or customers.

It is unlawful and violates this policy to harass employees based on their protected classifications as outlined above. This policy also prohibits any offensive conduct even if it is not unlawful harassment.

Harassment is prohibited between fellow employees, as well as between managers or supervisors and subordinates. Harassment is also prohibited between employees and third parties, such as vendors, suppliers, and customers. Non-employees are prohibited from harassing employees and employees are prohibited from harassing customers and the general public. The victim of harassment does not have to be the person the harassing conduct is directed toward; the victim may be another person who observes offensive behavior.

Examples of prohibited conduct include:

- Directly or indirectly conditioning terms and conditions of employment upon an individual's participation or acquiescence in conduct related to a protected status (e.g., suggesting that an employee attend church in exchange for job benefits)
- Jokes or innuendoes about a person's protected status (e.g., jokes about racial and ethnic stereotypes, offensive references to ethnic food, mocking a person's accent or appearance)
- Discriminatory slurs, epithets or name-calling
- Derogatory comments about a person's characteristics (i.e., racial slurs, ethnic stereotyping).

## **NO SEXUAL HARASSMENT**

In addition to prohibiting discriminatory harassment as stated above, we specifically prohibit harassment based on sex, including gender identity or expression, and sexual orientation.

This policy prohibits any offensive conduct even if it is not unlawful sexual harassment.

As defined by the U.S. Equal Employment Opportunity Commission: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

No supervisor, manager, or employee shall threaten or imply, either directly or indirectly, that an employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, performance evaluation, pay, promotion, duties, shifts, or any other conditions of employment. No supervisor, manager, or employee shall promise, imply, or grant any preferential treatment in connection with an employee or applicant engaging in sexual conduct or consenting to or covering up harassment.

Sexual harassment is unwelcome verbal, visual or physical conduct of a sexual nature. Examples include, but are not limited to:

- Verbal conduct:
  - o sexual advances, propositions, or flirtations
  - o requests for sexual favors
  - o subtle pressure or requests for sexual activities
  - o sexually explicit or offensive jokes
  - o graphic or verbal commentary about a person's body
  - o verbal abuse of a sexual nature
  - o sexually degrading words used to describe a person
  - o teasing
  - o derogatory comments
  - o sexual bragging
  - o suggestive or insulting sounds
  - o name calling, slurs, epithets
  - o sexual gossip
  - o sexual bullying
  - o threats
- Visual conduct:
  - o displaying sexually offensive objects or pictures
  - o leering
  - o obscene gesturing
  - o sending or posting sexually offensive email, texts, or social media
- Physical conduct:
  - o unnecessary touching
  - o physical assault
  - o stalking

## **COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT, AND SEXUAL HARASSMENT**

If you have questions or concerns about something that may or may not be harassment or discrimination, you are free to communicate informally with management. You are not required to directly confront the person who is the cause of your complaint.

If you feel that you or anyone else may be a victim of any form of discrimination or harassment by anyone at or in connection with work, you must immediately inform your supervisor or management. If these persons are unavailable or if you do not feel comfortable reporting your concerns to them, you must contact the CEO.

Everyone is responsible for creating an atmosphere free of discrimination and harassment. Managers and supervisors are required to report any discrimination or harassment that they see, hear about, or receive complaints about, whether or not in writing, to their management up to and including the CEO.



Employees who file maliciously false complaints of discrimination or harassment may be subject to discipline up to and including immediate termination.

## **INVESTIGATION PROCEDURES**

It is our policy to investigate each report of discrimination or harassment in a prompt, thorough, fair, discreet, and impartial manner. The names of individuals who report discrimination or harassment, alleged victims, witnesses, and alleged harassers, and other information obtained during an investigation, will be kept confidential by the Company to the extent possible and permitted by law, consistent with a thorough and impartial investigation.

Reporting employees and those interviewed during any Company investigation are strongly encouraged to maintain confidentiality during the investigation. This includes keeping confidential the names of the individuals who made the report, alleged victims, witnesses, and alleged harassers, as well as any other information relating to the investigation. Keeping names confidential reduces the likelihood of retaliation, which is very important to us.

Our investigation includes a private interview with the person filing the complaint and any witnesses. We will also interview the person alleged to have committed the harassment.

If our investigation reveals a violation of this policy or other inappropriate conduct occurred, Merriman's will take appropriate corrective action with discipline up to and including termination, regardless of the job positions of the parties involved. If the person who engaged in the harassment is not employed by Merriman's, then the Company will take whatever action is reasonable and appropriate under the circumstances. When the investigation is completed, Merriman's will inform the person filing the complaint, and the person accused, with the results of the investigation.

## **AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATION**

A qualified person with a disability may be employed or promoted if he or she satisfies the skill, experience, education, and other job-related qualification standards of the employment position; can perform the essential functions of such position; and does not pose an undue hardship to the Company or direct threat to the health and safety of others, with or without reasonable accommodation.

Merriman's prohibits discrimination and harassment by supervisors, co-workers, guests, vendors and/or third parties against qualified individuals with disabilities, and against persons regarded as having a disability.

In accordance with the Americans with Disabilities Act (ADA), qualified individuals with disabilities will be provided reasonable accommodations so they may perform their essential job functions and participate and/or enjoy any employment practice, term, condition, or benefit of employment.

To assess our obligation to provide accommodation of disabilities, we may require a doctor's certification of the disability, the date on which the disability began, the probable duration of the disability and the need for accommodation. If necessary, the Company may need to seek a fitness-for-duty report from the employee's physician.

If you believe you need accommodation for a disability, please talk to management. We encourage you to partner with Merriman's in seeking and evaluating alternative solutions.

### **REASONABLE ACCOMMODATION FOR RELIGION**

If there is a conflict between your religious beliefs or observance and any employment requirement, Merriman's will make reasonable accommodations as long as they do not cause an undue hardship to our business. We will explore all available and reasonable alternatives, such as schedule changes, to accommodate the religious belief or observance.

If you would like to request an accommodation for religious reasons, please talk to your management well in advance of the relevant employment decision or activity. We encourage you to partner with Merriman's in seeking and evaluating alternative solutions.

### **OTHER REASONABLE ACCOMMODATION**

We provide reasonable accommodation as required by law for employees: (1) disabled due to pregnancy, childbirth, or related medical conditions; (2) for victims of domestic or sexual abuse; and (3) for nonexempt new mothers nursing their infants, who will be provided reasonable break time and a private space, if possible, to express breast milk for their nursing children for one year after birth each time such employees have need to express the milk.

### **NO RETALIATION**

We prohibit any form of retaliation against anyone who has complained of discrimination or harassment, or who cooperated with or acted as a witness during the investigation of a complaint.

Retaliation can consist of threats, reprimands, negative evaluations, hazing, bullying, and other types of adverse treatment by a manager or co-worker. Any employee who engages in retaliation shall be subject to disciplinary action, up to and including termination.

If you feel that you are being retaliated against for any reason, you should immediately report it to management or the CEO.

# **HEALTH, SAFETY, AND SECURITY**

## **SAFETY AND HEALTH**

Merriman's is dedicated to providing a safe and healthy environment for all employees. Safety will never be compromised and is more important than operating productivity. Merriman's complies with all government regulations for safety and health issues, and maintains a safe work environment. We are committed to preventing accidents and providing safe working conditions.

Our goal is to control hazards and risks to minimize employee injuries and property damage. You are responsible and accountable for implementing this policy, by following all rules and regulations, reporting accidents and/or unsafe conditions and practices, and continually practicing safety while performing your duties.

In the event of a work site injury, first aid or other emergency treatment should be administered as necessary. If necessary, 9-1-1 should be called, or the person should be immediately taken to a medical care facility.

Whenever possible, a supervisor or Merriman's representative should accompany the injured worker to the medical care facility to ensure the employee is safe, and to authorize the drug and alcohol screening to be administered.

## **YOUR SAFETY RIGHTS**

Your rights concerning safety, which are protected by law, include:

- The right to a safe workplace free from recognized hazards.
- The right to request information on safety and health hazards in the workplace, precautions that may be taken, and procedures to be followed if you are injured or exposed to toxic substances.
- The right to refuse any job if you feel it is unsafe or puts someone else in danger of serious injury.
- The right to refuse any instruction that requires you to disobey a safety rule or requires you to perform a task which you are not trained to safely perform.
- The right of freedom from retaliation for demanding your safety rights.

## **YOUR SAFETY RESPONSIBILITIES**

You also have important responsibilities concerning safety. The following general health and safety rules must be observed by all employees to ensure safety in the workplace. Any employee who knowingly commits an unsafe act, creates an unsafe condition, or disregards the safety policy will be in violation of the safety policy and subject to disciplinary action.

- Follow all safety rules.
- Ask questions about safety rules that are unclear to you.

- Report any hazards you see.
- Report immediately to management all work injuries, illnesses, or damage to property or equipment, no matter how minor.
- Know the location of the first-aid kit and the list of emergency telephone numbers.
- Read the appropriate information provided by the Safety Data Sheets (SDS) when you may be exposed to any toxic substance or harmful physical agents.
- Wear approved non-slip, close toed shoes when in the kitchen or on the floor during service.
- Keep all work areas clean and orderly.
- Wipe up or contain all spills immediately.
- Do not attempt to push, pull, or lift objects unless you can do so safely. Get help when the load is too heavy. When moving heavy or bulky items request an appropriate cart and push the cart, don't pull. For items beyond a comfortable weight limit, request that moving arrangements be made.
- Practice good lifting techniques: get a good grip, hold the load close to your body, keep your back straight, lift with your legs. Never twist your back when moving materials, and never lift with your back.
- Do not use equipment for which you have not received operating instructions. Do not remove or disable a safety device from any equipment.
- Participate in all required safety-related activities including meetings, inspections, and training.
- Wear all Personal Protective Equipment (PPE) as necessary. This includes eyewear when dumping wine bottles, ear protection when dumping wine bottles or stocking silverware, back braces when lifting kegs, and cut-gloves when operating the mandolin.
- Obey all local, state, and federal occupational safety, health, and environmental laws and regulations.
- Come to work well rested and with a clear state of mind.
- Do not use defective equipment or tools.
- Do not engage in any horseplay, pranks or other activities that may jeopardize the safety and wellbeing of others.
- Do not work under the influence of alcohol, narcotics, or drugs while on duty.
- Do not bring any firearms or weapons to work.
- Observe and assist your co-workers to help prevent injury.
- Set a good example for new employees and assist them as necessary.
- Make suggestions to improve safety.

## **DRUG FREE WORKPLACE/SUBSTANCE ABUSE POLICY**

Merriman's is committed to providing you with a safe and productive work environment. In keeping with this commitment, we have a strict policy against using drugs and alcohol in the workplace.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired, under the influence, solicitation for, or in possession of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment, influence, activity or involvement adversely affects your work performance, the safety of you or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in your system while at work, while on the premises of the Company, or while on Company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to you.

Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment.

Employees are expected to cooperate with Company's investigation of possible violations of its substance abuse policy. An employee's refusal to cooperate with an investigation will result in disciplinary action, up to and including termination.

If you are injured or have an accident at work, you may be required to take a test for drugs and alcohol in your system.

Merriman's recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also recognize that early intervention and support improve the success of rehabilitation. To support our employees, we:

- Encourage employees to seek help if they are concerned that they or their family member may have a drug and/or alcohol problem.
- Encourage employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Make available a current list of qualified community professionals.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## **RIGHT TO SEARCH**

Merriman's provides offices, desks, lockers, file cabinets, and other Company property at its expense for your convenience while at work. We reserve the right to inspect any Company property, with or without notice or consent. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

All personal containers, including bags, boxes, purses, briefcases, and lunch containers brought on to Company premises are subject to inspection whenever there is reasonable suspicion in the Company's discretion that

Company policy has been violated and such inspection is a necessary part of the investigation.

### **DISCIPLINARY ACTION**

You will be held accountable for your failure to observe Merriman's safety and health rules and policies. Violation of these rules may result in disciplinary action. You can be disciplined, up to and including immediate termination, for:

- drinking alcohol and/or using drugs before or during working hours
- fighting
- damaging property
- failing to wear personal protective gear such as hearing protection, hand protection, etc.
- removing or changing safety guards on tools and equipment.
- engaging in horseplay or pranks, dangerous or otherwise
- failing to notify Merriman's management of a hazardous situation
- any other reason as determined by management

### **ACCIDENT INVESTIGATION PROCEDURE**

Employees who are injured on the job, regardless of how minor the injury may appear to be, must immediately report the injury to their supervisor. Such reports are necessary to comply with laws and regulations, and ensure immediate medical attention to the employee if necessary.

An accident investigation shall be conducted for all accidents involving a doctor's care and/or first-aid cases that might have resulted in more serious consequences (near misses). Investigations are necessary to determine the cause of the accident and to develop the necessary corrective action to ensure that the accident doesn't recur. The investigation shall be conducted as soon as possible after the accident. All employees must cooperate during all phases of the investigation. Do not move or disturb any objects or material at the accident site until the investigation is completed unless absolutely necessary and with management approval.

### **EMERGENCY PLANNING**

For the safety of yourself and those around you, it is vital that you become familiar with Merriman's safety procedures. Earthquakes, power outages, fires, and other emergencies can happen with little or no warning. Knowing and following the emergency procedures will reduce injury, save lives, and minimize property damage and loss. In an emergency, remember to think before you act. Then, act swiftly to minimize your exposure to danger. Be sure to call 9-1-1 or take other appropriate emergency action to ensure personal and Company safety, and notify management.

If you will require assistance in the event of an evacuation or other emergency due to a medical condition or disability, please notify management. Information you provide will be kept confidential and shared

only with those who have responsibilities under Merriman's emergency action plan.

Be sure to know and follow these other safety guidelines:

- Become familiar with your building's floor plan. Know the location of all stairwells, exits
- Know the location and how to use fire alarms, fire extinguishers, and first-aid kits.
- Find the exit nearest your work location. Use this exit as your primary escape route in an emergency.
- Find the second nearest exit to your work location. Use this exit if your primary route is blocked.
- Know where you are expected to convene outside if the building is evacuated.
- Prepare your family so they'll know what to do in an emergency until you're able to get home

### **GENERAL SECURITY GUIDELINES**

Although we all have different jobs at Merriman's, we share a mutual responsibility to maintain a safe and secure work environment. The Company has taken steps to protect you, the Company, and our assets. Please follow the security guidelines listed below:

- If you are not certain whether a person has the authority to enter the Merriman's facility, talk to him or her to determine the reason for being there. If you are alone, do not open the door for any stranger.
- Report the theft of any personal possessions or Company property to management.
- Do not walk to your car alone at night. Have someone in the building accompany you.
- Don't leave packages or valuable items in your car, and always lock your car. Merriman's is not responsible for loss or damage to personal items or vehicles.
- If you see any unusual or questionable incidents, report them to management.

### **WORKPLACE VIOLENCE**

Your safety and security are of the highest importance to Merriman's. Threats, threatening behavior, intimidation, or acts of violence against employees, visitors, or guests will not be tolerated. This includes, but is not limited to:

- Striking, punching, slapping, or assaulting another person.
- Fighting or challenging another person to fight.
- Grabbing, pushing, pinching, or touching another person in an unwanted way (whether sexually or otherwise).
- Engaging in dangerous or threatening pranks or horseplay.
- Making intimidating or menacing gestures.

- Bringing a gun, inappropriate knife, or weapon of any kind onto Company property, including parking lots or other exterior premises.
- Directly or indirectly threatening to harm another person, whether the threat is made in person or by phone, email, text or social media.
- Threatening to harm property.

Any such conduct is unacceptable behavior and will be treated as a serious violation of Company policy, even if meant as a joke. Violators will be subject to disciplinary action, up to and including immediate termination.

Any potentially dangerous situations must be reported immediately to management. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

Merriman's may report such behavior to law enforcement officials and will comply and/or cooperate in any police investigation, prosecution, or other criminal matter arising from workplace violence.

## **RESPONSE TO VIOLENCE**

No other Company policy, practice, or procedure takes priority over protection of life and limb. Any employee who believes there is an immediate possibility of physical injury should call 9-1-1 or other external emergency services immediately and follow the instructions provided. Report such a call as soon as reasonably possible to management.

No Company employee will be required as part of their job to physically intervene in any physically threatening or violent incident.

You are expected to report promptly to management any threats or perceived threats you have witnessed, received, or learned that another person has witnessed or received. You must also alert management to any behavior related to Company personnel whom you regard as intimidating, threatening, or violent. Employees are responsible for reporting such behavior regardless of any relationship between the threatened individual and the supposed perpetrator.

Any person who engages in violent acts on Company property should be removed from the premises as quickly as safety permits. Merriman's will require the individual to stay off the premises pending the outcome of an investigation into the incident. Should the investigation reveal a violation of this policy, the Company will act quickly and decisively. This response may include, but is not limited to, further suspension, reassignment of job duties, demotion, transfer, termination of employment, and/or seeking arrest and prosecution.

## **RESTRAINING ORDERS**

In order to provide a safe workplace and protect employees from threats to their safety, the Company must know about individuals ordered by the courts to keep their distance from Merriman's employees or property.



Merriman's understands the sensitivity of this information and will treat it with discretion.

Anyone who seeks or has obtained a protective or restraining order involving Merriman's as a "work location" must provide documentation to the Company. This includes a copy of the petition and declarations used to seek the protective or restraining order, and a copy of any temporary or permanent protective or restraining order and its proof of service.

### **WHISTLEBLOWER POLICY**

We follow all applicable federal, state, and county laws.

If you see the violation of any law, report it immediately to management so that we may investigate and correct the situation.

We prohibit retaliation against anyone who reports or is about to report to Merriman's or to the government a violation or a suspected violation. Knowingly making a false report can lead to discipline. We further prohibit retaliation against an employee who is requested by the government to participate in an investigation, hearing, or inquiry held by that public body, or a court action.

If you feel you are the target of retaliation in violation of this policy, you should immediately report it to management.

### **EMPLOYEE SUGGESTIONS**

Some of the best suggestions for improving safety come from employees. You are encouraged to make suggestions for improving safety.

## **EMPLOYEE BENEFITS**

Merriman's benefit programs are designed to help you maintain good health, protect income and assets, and balance work and family needs. You should contact the companies that provide our benefits to answer specific questions.

The sections that follow are brief summaries of the benefits that the Company currently offers. The summaries do not provide details, technical and/or exhaustive explanations of the benefits available. The summaries are merely intended to provide general descriptions of some of the more important features of the various benefits. Employee benefits are subject to interpretation, modification, change and/or discontinuation, at the complete discretion of the Company. For complete information on mandated as well as voluntary benefits, please see management.

### **HEALTH CARE INSURANCE**

Merriman's provides a group health insurance plan in accordance with the Hawai'i Pre-Paid Health Care Act. We provide prepaid health care coverage to current employees who work an average of 20 hours per week or more.

Employees hired to work an average of 20 hours per week are eligible for health insurance on the first day of the month following their date of hire. Employees are not required to first work 20 hours a week for 4 consecutive weeks in order to qualify. "Worked" includes paid time off, or time when disabled as a result of work as certified by a physician. If a covered employee must go on HFLL or FMLA leave, they will remain eligible for coverage during the duration of their leave, so long as their premiums are paid within a 30-day grace period.

Employees who are not hired to work at least 20 hours per week may become eligible by working an average of 20 hours per week over the course of 4 weeks (80 hours total) or 86.5 hours per month. Employees may enroll in health insurance on the first day of the month following their date of qualification.

If you do not enroll in coverage when eligible, you must wait until Open Enrollment unless you experience a qualifying event (see below under Dependent Coverage).

To maintain benefits & coverage, employees are required to work an average of 20 hours per week over the course of 4 weeks (80 hours total) or 86.5 hours per month in order to remain eligible for health insurance.

Employees who do not meet the 80-hour average over 4 weeks or 86.5 hours per month will have a 1 month grace period to increase their hours before being removed from benefits. For example, if the employee did not work at least 86.5 hours in the month of January, they would have the opportunity to increase their hours in February in order to maintain benefits beginning March 1st. If they did not make their hours in February, they would then be removed as of March 1st.

The employee portion of medical and dental premiums are deducted from your paycheck on a pre-tax basis. If you'd prefer to have those deductions taken on a post-tax basis, please contact the simplicityHR by ALTRES Select Benefits team by e-mail at [selectbenefits@altres.com](mailto:selectbenefits@altres.com) or by phone at 808-591-4920 for assistance. It is important to carefully review the details of each plan before you select coverage.

Once each year, the Company conducts an open enrollment for benefit plans. During open enrollment you have the opportunity to change your elections for coverage. Open enrollment is June 1 - 30. For further information about the available plans, please contact management.

Upon separation of employment, health care benefits are active until the end of the month of separation, at which time you can elect COBRA coverage. In accordance with the Patient Protection and Affordable Care Act (ACA), employees who qualify for health care coverage who are terminated and rehired within 13 weeks of termination will be eligible for health insurance as of the 1<sup>st</sup> of the month following re-hire. This eligibility policy is in compliance with the Hawaii Pre-Paid Health Care Act and the Patient Protection and Affordable Care Act.

## **DENTAL INSURANCE**

A group dental plan is available to Employees hired to work 20 hours a week or 86.5 hours per month or more. Those employees are eligible for dental insurance on the first day of the month following their date of hire (they are not required to first work 20 hours a week for 4 consecutive weeks in order to qualify).

Employees who are not hired to work at least 20 hours per week may become eligible by working an average of 20 hours per week over the course of 4 weeks (80 hours total) or 86.5 hours per month. Employees may enroll in health insurance on the first day of the month following their date of qualification.

If you do not enroll in coverage when eligible, you must wait until Open Enrollment unless you experience a qualifying event (see below under Dependent Coverage).

To maintain benefits & coverage, employees are required to work an average of 20 hours per week over the course of 4 weeks (80 hours total) or 86.5 hours per month in order to remain eligible for dental insurance. Employees who do not meet the 80 hour average over 4 weeks or 86.5 hours per month will have a 1 month grace period to increase their hours before being removed from benefits. For additional information regarding premium costs, please see management.

## **DEPENDENT COVERAGE**

Merriman's employees may also choose to extend health care coverage for their spouse or dependents, at their own expense. Premiums and co-pay amounts vary by plan. Eligible dependents include your legal spouse, reciprocal beneficiary, civil union partner, and dependent children under age 26. If a dependent or spouse has a different last name from the employee, legal documentation is required and must be submitted with the enrollment application.

Dependents must be added upon initial enrollment into the health care plan. No additions or changes can be made to your medical insurance outside of open enrollment and or/initial enrollment without a "qualifying event." Qualifying Events are defined as:

- Involuntary loss of other medical insurance
- Birth of a child
- Marriage or divorce
- Adoption
- Court-ordered dependent coverage
- Change from part-time to full-time student status for unmarried dependents ages 19 through the maximum age allowed by health care carrier.

In the event that Merriman's does not receive the required legal documents and enrollment within 30 days of the qualifying event, or if the employee

fails to fulfill the prepayment of the premium obligation, dependent coverage will be denied, and you will be required to wait until the open enrollment period to enroll.

## **COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) becomes available to you when you would otherwise lose your group health insurance coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. You will be provided a notice of your COBRA rights upon enrollment into the health plan(s). Upon termination from the Company, you will be provided a COBRA form, which must be completed before leaving.

You and/or your dependents must pay the full cost of the monthly premium plus a 2% administrative fee.

You qualify for COBRA if your hours of employment are reduced, or employment ends for any reason other than your gross misconduct.

Your spouse or dependent child qualify for COBRA if:

- Spouse and/or parent dies
- Spouse and/or parent's hours of employment are reduced, or employment ends for any reason other than gross misconduct by spouse/parent
- Spouse and/or parent becomes eligible for Medicare benefits
- Divorce or legal separation from spouse
- Child stops being eligible for coverage under the plan as a "dependent child"

COBRA information is automatically mailed to employees and qualifying family members when the plan administrator has been notified of a qualifying event. Please talk to management if you are interested in COBRA benefits.

## **FORM HC-5**

In compliance with the Hawai'i Pre-Paid Health Care Act, form HC-5 is required to be completed and submitted by all employees who choose to waive health insurance and who work at least 20 hours per week. This form must be renewed every year.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employees are eligible to participate in our Employee Assistance Program (EAP) with WorkLife Hawaii. WorkLife Hawaii counselors are available to assist employees and their families with everyday issues that affect an employee's personal well-being and their ability to perform on the job, including marital/family relationships, interpersonal conflict, drug/alcohol misuse, parenting, stress and emotional issues, domestic violence, job related issues, aging, anger issues, grief/loss and other personal challenges. EAP can also assist with initial legal, financial, and tax consultations. Employees are eligible for up to six sessions of EAP per year, which may be shared with eligible household members who

reside with the employee. EAP is free, voluntary, confidential, and available 27 hours per day, 7 days per week, 365 days per year. You may access EAP by calling 808-543-8445 or 800-994-3571.

## **WORKER'S COMPENSATION**

The State of Hawai'i has workers' compensation laws to provide benefits to employees for lost wages and medical bills resulting from a work-related injury or illness. While workers' compensation is intended to cover your lost wages, compensation typically is at a lower pay scale than what you earn by working. Worker's compensation coverage is provided to all employees, regardless of hours worked.

If you are injured on the job, you must report any injury or illness immediately to management. If a doctor's care is necessary, Merriman's has a physician we can recommend for your convenience, or you can use your personal physician. Merriman's will thoroughly investigate all incidents to ensure that such incidents do not happen again. We will fight any fraudulent claims. If you don't report an injury immediately, we will investigate thoroughly, which may delay payment of benefits.

You may be required to take an immediate drug/alcohol test after a work-related accident. Failure to take a drug/alcohol test, or tampering with or adulterating a specimen, will result in termination of employment.

The state decides who qualifies for worker's compensation benefits. Your responsibilities are to keep appointments, follow all doctor's instructions on and off the job, maintain good communication with your supervisors, and fully cooperate with all instructions given.

We are committed to getting you back to work as quickly as possible. Where possible, we will seek to modify your work duties so that you can return to the workforce in a shorter period of time. We are committed to working with your physician to accommodate your return to work.

## **RETURN TO WORK AUTHORIZATION/PROCEDURES**

Employees returning to work after a work-related illness or injury that required the services of a doctor must provide a written return-to-work form from their doctor specifying current work capabilities. All employees, where reasonably possible and permitted by law, may temporarily work in a modified-duty capacity until the employee is no longer medically restricted from resuming duties performed before the illness or injury. This includes modifying job requirements, restricting job functions, temporary job assignments, and gradual reintegration to full working duty.

## **TEMPORARY DISABILITY INSURANCE (TDI)**

If you become disabled due to a non-work-related illness or injury, including pregnancy, you may be entitled to Temporary Disability Insurance. If you are eligible, TDI will pay benefits at the rate of 58% of your average weekly earnings, up to a maximum, starting on the 8<sup>th</sup>

calendar day of disability. This maximum amount is predetermined annually. Benefits are paid for a maximum of 26 weeks in any benefit year.

To be eligible for TDI benefits, you must have at least 14 weeks of employment in Hawai'i working at least 20 hours per week. You also must have earned at least \$400 in the 52 weeks before the first day of disability. The 14 weeks of employment need not be consecutive nor with the same employer.

It is your responsibility to apply for these benefits and to notify your supervisor if you require time off. Please see management for further explanation to determine whether you qualify.

### **PETER AND VICKI MERRIMAN MAKANA KOKUA FUND**

Merriman's Hawaii established its Peter and Vicki Merriman Makana Kokua Fund ("EAF" or "Fund") to assist employees coping with unexpected financial hardships that place undue stress on an employee and their family. The Peter and Vicki Merriman Makana Kokua Fund provides approved applicants with funds to help employees recover more quickly from unexpected financial hardship resulting from the impact of federally qualified, natural and other disasters and other personal hardships. For application information, please speak to your office manager.

## **LEAVES**

### **LEAVES OF ABSENCE**

An unpaid Leave of Absence may be available when you must be away from work for an extended time due to illness, injury, pregnancy, military duty, or other personal reasons. The sections below outline the various types of leaves available for these situations.

Management will help you determine which types of leave are available to you and will advise you on which benefit plans will continue during your leave. In most cases, you will be required to pay for health coverage during the leave.

If you are interested in, or believe you may be eligible for a leave, you should notify management for more information and assistance. It is important that you request a leave as far in advance as possible and keep management informed throughout the leave if there are any changes to your plans.

Generally, if your leave expires, and you have not contacted management, the Company will assume you do not plan to return and have voluntarily terminated employment. If you accept employment elsewhere while on leave of absence, it will be considered that you have terminated employment without notice as of the first day of your new employment.

All leaves will be administered in accordance with state and federal laws, Company policies notwithstanding.

## **FAMILY DEATH BEREAVEMENT LEAVE**

You are permitted three unpaid days per calendar year for bereavement of immediate family members, without disruption of coverage on the group insurance plan. Up to two weeks of unpaid leave may be allowed upon approval by management. Any time taken beyond the approved bereavement days may result in discontinuation of coverage on the group health plan, unless covered by PTO or other approved leave. You may be required to show documentation for this leave.

## **VOTING TIME**

If you are eligible, we encourage you to register and vote in Primary, General and Special Elections. If you are unable to vote before or after working hours, you may be given up to two consecutive hours off for voting time. If you require voting time off, you must notify your supervisor at least one (1) week in advance. Proof of voting may be required, and if not provided, the time off may be unpaid and/or unexcused.

## **COURT DUTY**

Jury duty or duty as a summoned witness is an important civic obligation. You are entitled to time off for these reasons. Please contact your supervisor regarding whether this time off is with or without pay.

If you receive a subpoena or jury summons, notify your supervisor immediately. The supervisor will then make appropriate arrangements for the necessary time away from work. You are excused only for the time required to serve on the jury or testify. You are expected to come to work on any day or part day that you are not scheduled to testify or serve on jury duty, as well as the next working day following the completion of your service.

If you are dismissed from jury duty during your regularly scheduled working hours with four or more hours remaining on your workday, contact your supervisor and report for work as required. The combined hours of jury duty and your work hours will not exceed the hours of your normal workday. Jury duty does not count as hours worked in overtime calculation. Upon your return to work, a statement of jury service or witness duty must be presented to the supervisor. The court will issue this document.

## **FAMILY AND MEDICAL LEAVE (FMLA)**

### **ELIGIBILITY FOR FAMILY AND MEDICAL LEAVE**

#### Employees With At Least Six Months of Service

Under the Hawai'i Family Leave Law ("HFL"), employees who have completed 6 consecutive months of service with the Company are eligible to take up to 4 weeks of leave each calendar year, for any of the following reasons:

- For the birth of a child and to care for the newborn;
- Because of the placement of a child with you for adoption, or

- To care for your spouse, reciprocal beneficiary, child (natural, step, adopted or foster), parent (natural, step, adopted or foster), parent-in-law, legal guardian, grandparent, or grandparent-in-law with a serious health condition.

Employees qualifying for leave under the HFLL may also qualify for leave under the federal Family and Medical Leave Act.

#### Employees With Twelve Months of Service or More

Under the federal Family and Medical Leave Act (FMLA), employees who have completed 12 months of service with the Company (which need not be consecutive months), have worked a minimum of 1,250 hours during the 12 months before the leave, and work at a site having at least 50 employees within a 75-mile radius may take up to 12 weeks of leave each anniversary year for any of the following reasons:

- Birth of the employee's newborn child
- Placement of child with employee for adoption or foster care
- Providing care for employee's parent, child, or spouse with serious health condition
- Employee's own serious health condition
- Any qualifying exigency when employee's spouse, child or parent is on active duty or is notified of impending call or order to active duty in Armed Forces
- To take Military Family Leave to care for a spouse, child, parent of next of kin who is a covered service member with a serious injury or illness. (Up to 26 weeks of leave)

#### Definition of "Serious Health Condition"

A serious health condition is an illness, injury, impairment, or physical/mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider that either prevents the employee from performing the functions of the employee's job, or prevents the qualifying family member from participating in school or other daily activities.

Subject to certain conditions, the "continuing treatment" requirement may be met by a period of incapacity of more than 3 consecutive full calendar days, combined with (a) at least 2 visits to a health care provider, or (b) one visit to a health care provider and a regimen of continuing treatment. Incapacity due to pregnancy, a chronic condition, and other conditions may also meet the definition of "continuing treatment."

### **FMLA RIGHTS FOR MILITARY FAMILIES - MILITARY FAMILY LEAVES**

#### Qualifying Exigencies Leave

Eligible employees with a spouse, son, daughter, or parent who is on "covered active duty" or called to "covered active duty" status in the Armed Forces, National Guard or Reserves may use their 12 weeks of FMLA leave to address certain qualifying exigencies. "Covered active duty," means deployment to a foreign country. The spouse, son, daughter, or parent must be in the Armed Forces, National Guard, Reserves, or must be a



retired member thereof. The qualifying exigencies for which leave may be taken include the following:

- Short-notice deployment of the military family member (that is, deployment on seven or less calendar days of notice);
- Attending certain military events;
- Arranging for alternative childcare for children of the military family member;
- Addressing certain financial and legal arrangements caused by the military family member's covered active duty or call to covered active-duty status;
- Attending counseling arising from the active-duty status;
- Spending time with the military family member who is on short-term rest and recuperation leave (maximum 15 days) or;
- Care for the parent of a military member, or someone who stood *in loco parentis* to the military member, when the parent is incapable of self-care and the need for leave arises out of the military member's covered active duty or call to covered active duty;
- Attending post-deployment reintegration briefings for a period of up to 90 days after termination of the military family member's active-duty status;
- Additional activities that the employer and employee agree qualify as an exigency on an as-needed basis.

#### **MILITARY CAREGIVER LEAVE**

Military Caregiver leave was created to help eligible employees care for covered service members with serious illnesses or injuries. Eligible employees are entitled to up to 26 workweeks of unpaid, job-protected leave during a single 12-month period to care for a qualifying relative (parent, spouse, child or next of kin) who:

- is a current member of the Armed Forces (including the Reserves or National Guard) who is undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disability retired list for a serious illness or injury; or
- is a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period before the first date the eligible employee takes FMLA leave to care for the veteran.

For a current service member, a "serious injury or illness" is an injury or illness that was incurred by the service member in the line of duty on active duty (or existed before the beginning of active duty and was aggravated by service in the line of duty on active duty) and that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

For a veteran, a "serious injury or illness" means an injury or illness that was incurred by the service member in the line of duty on active duty (or existed before the beginning of active duty and was aggravated by

service in the line of duty on active duty) and that manifested itself either before or after the service member became a veteran and is:

- A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member medically unfit to perform the duties of his or her office, grade, rank or rating;
- A physical or mental condition for which the veteran has received a US Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50% or greater, and the VASRD rating is based, in whole or in part, on the condition precipitating the need for military care giver leave;
- A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

### **SPOUSES BOTH EMPLOYED BY THE COMPANY**

If you and your spouse are both employed by the Company and are eligible for HFLL leave, each of you may take up to 4 weeks of leave per 12-month period for the birth or adoption of a child, or to care for a parent with a serious health condition. However, if you and your spouse are both employed by the Company and are eligible for FMLA leave for the birth or adoption of a child, or to care for a parent with a serious health condition, you and your spouse may only take a combined total of 12 weeks in the applicable 12-month period. If you and your spouse are eligible for FMLA leave and each of you wish to take leave to care for a covered service member, you and your spouse may only take a combined total of 26 weeks of FMLA leave during the applicable "single 12-month period."

### **AGGREGATION OF LEAVE AND MAXIMUM LEAVE AMOUNTS**

All HFLL-qualifying leave taken during a 12-month period shall be counted towards the 4-week maximum. All FMLA-qualifying leave (other than leave to care for a covered service member), which is taken during an anniversary year, shall be counted towards the maximum 12 weeks of FMLA leave for that period. When an employee takes leave to care for a covered service member as well as leave for other FMLA-qualifying reasons during a "single 12-month period," the aggregate FMLA leave taken during that "single 12-month period" may not exceed 26 weeks. The "single 12-month period" for purposes of leave to care for a covered service member begins on the first day of covered service member leave.

Depending upon the circumstances, any leave, which is taken because of your own inability to work, or which is taken to care for a family member, may qualify as FMLA leave. Any leave, which qualifies as FMLA leave, will be designated as FMLA leave and counted against your 12-week FMLA leave maximum for the applicable period.

Leave taken which qualifies under both the HFLL and FMLA (for example, for birth of a child, for the placement of a child for adoption, or to care

for a child, spouse, or parent with a serious health condition) will run concurrently, and will be counted against both the 4-week HFLL leave maximum and 12-week FMLA leave maximum for the applicable period.

#### **EMPLOYEE RESPONSIBILITIES FOR FAMILY LEAVE**

If you wish to take family and medical leave and the need for your leave is foreseeable, you must provide the Company with at least 30 days advance notice. If this is not possible, or the need for leave is not foreseeable, you must notify the Company of your need for leave as soon as practicable. You must also generally comply with the Company's normal call-in and notification procedures for absences and taking leaves.

You must provide sufficient information for the Company to determine if the leave may qualify for FMLA or HFLL protection, as well as the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or a description of circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Failure to provide adequate and reasonable notice of your need for leave may lead to delay of the leave, or if you are already absent from work, may result in your absence not being protected and subject to discipline.

You will be required to complete a written request for family and medical leave, and provide a certification supporting your request.

#### **EMPLOYER RESPONSIBILITIES FOR FAMILY LEAVE**

The Company will inform employees requesting leave whether they are eligible under the FMLA or HFLL. If you are eligible for FMLA leave, you will be provided with an eligibility notice specifying any additional information required by the Company, as well as a description of your rights and responsibilities while on leave. If you are not eligible for FMLA leave, you will be given a reason for ineligibility.

We will inform you if leave will or will not be designated as FMLA-protected, and if the leave is so designated, the amount of leave counted against your leave entitlement.

#### **SUBSTITUTION OF PAID LEAVE**

Family and medical leave under this policy is generally unpaid. However, you may elect to take accumulated paid leave (PTO) concurrently with your family and medical leave. You may also use accrued paid leave to supplement any payments you receive under workers compensation or TDI. If you choose to take paid leave concurrently with family and medical leave, you must comply with all requirements of the paid leave policies.

The Company may also require you to use any applicable and available paid leave benefits (PTO) when you take family and medical leave for the following reasons: (a) because of your own serious health condition, (b) because of a "qualifying exigency" as defined in this policy, and (c) to

care for a covered service member who is not your spouse, child, parent, grandparent, parent-in-law, and grandparent-in-law.

If you are taking family and medical leave under the HFLL to care for a covered family member or for the birth or adoption of a child, you will not be required to use any paid leave during the first 4 weeks of leave. However, if your leave extends beyond the HFLL's 4 week leave allowance and is also covered by the FMLA, you will be required thereafter to exhaust your applicable and available paid leave benefits during the remaining period of FMLA leave.

Employees taking leave that is covered by the HFLL may use up to 10 days of any available and unused paid sick leave during the 4 weeks of HFLL leave. The substitution of paid leave time for unpaid leave time does not extend your maximum allowable leave under this policy. For example, leave which is covered by PTO or by TDI or workers' compensation insurance, and which is taken for an FMLA-qualifying reason, will be counted towards the 12-week FMLA leave allowance.

### **LEAVE CERTIFICATION**

If you are requesting leave because of your own serious health condition, or to care for a qualifying family member with a serious health condition, or to care for a covered service member, you must furnish the Company with appropriate medical certification. If you are requesting intermittent leave or leave on a reduced schedule, your certification must also include a statement of the medical necessity for such leave, and the expected duration of such leave. You may obtain certification forms from management. When you request leave, management will notify you of the requirements for certification of your leave, and the date by which the certification should be returned. The Company may also require medical recertification every 30 days.

If the Company has reason to doubt the validity of your medical certification, it may require you to be examined by a second health care provider at Company expense. If the second opinion conflicts with the original medical certification, the Company may seek a mutually agreeable physician to conduct a third examination (at the Company's expense) to provide a final and binding opinion.

### **INTERMITTENT AND REDUCED SCHEDULE LEAVE**

Leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (by reducing the usual number of hours you work per workweek or workday) for the following reasons:

- For up to 4 weeks for any leave under HFLL including birth or adoption.
- Because of your own serious health condition.
- To care for a family member with a serious health condition, or for an ill or injured covered service member.
- Because of a "qualifying exigency" related to a family member's active duty or call to active-duty status as defined above.

Leave taken for the birth or adoption of a child may not be taken on an intermittent or reduced schedule basis.

If your intermittent or reduced schedule leave is unpaid, the Company may reduce your compensation to reflect the amount of time you actually work. When you take intermittent or reduced scheduled leave, which is foreseeable based on planned medical treatments, the Company may temporarily transfer you to an alternative position with equivalent pay and benefits that better accommodates your intermittent or reduced schedule leave. In addition, when you take intermittent or reduced schedule leave for planned medical treatments, you should discuss the timing of the leave with management and make reasonable efforts to schedule treatment so as not to unduly disrupt the Company's operations.

## **HEALTH INSURANCE AND OTHER BENEFITS**

During most approved leave, the Company will continue your participation in the Company's health plan as if you continued to be actively employed. You will continue to be responsible for your share of any payments for your own or for dependent health insurance coverage. If paid leave is substituted for unpaid family and medical leave, the Company will deduct your portion of the monthly premiums for the health plan through payroll deduction. If your leave is unpaid, you must pay your portion of the monthly premiums as directed by the Company. If you don't pay your share of the monthly premium on time your health benefits will end. Also, if you elect not to return to work at the end of your family and medical leave, you will be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining your health care coverage during your leave, unless the reason you cannot return to work is due to your serious health condition or that of a family member requiring care, the serious injury or illness of a covered service member, or other circumstance beyond your control.

If your family and medical leave is due to your own serious health condition, you may also continue participating in any benefit plans in which you are enrolled. Use of FMLA or HFLL leave cannot result in the loss of any employment benefit that accrued before the start of leave.

## **RETURNING TO WORK**

Employees on family and medical leave must contact their supervisor one week before the end of their leave to report on their status and intent to return to work. An employee returning from FMLA or HFLL leave will be reinstated to the same position he/she held when the leave commenced or to an equivalent position with equivalent pay, benefits, and other employment terms, unless the employee has been determined to be a "key" employee. If you are identified as a "key employee," you will be notified of your "key employee" status when you submit your request for family and medical leave, and will be informed of the possibility that you will be denied restoration to employment upon conclusion of your leave. To be a "key employee," you must be a salaried employee who is among the highest-paid 10% of all employees at your worksite, and the Company must determine that keeping the job open for you would result in substantial and grievous economic injury to the Company.

## **FITNESS FOR DUTY REQUIREMENT**

If you have taken leave because of your own serious health condition, the Company may require you to provide a medical certificate that verifies you are able to perform essential job functions. A failure to provide the required medical certificate may result in a delay in your return to work until the certificate is provided.

## **NOTICE OF FMLA RIGHTS**

The FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right protected under the FMLA. It is also unlawful to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit to enforce FMLA rights. In addition, the FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement providing greater family or medical leave rights. If you have any questions about this policy, please contact management.

## **MATERNITY LEAVE POLICY**

If you are unable to work because of your pregnancy, childbirth, or related medical condition, you may be able to take maternity leave for a reasonable period of time, as determined by your physician. The doctor should consider your physical condition as well as job requirements when deciding the length of leave. You may be asked to provide a doctor's note estimating the beginning and end dates of the necessary leave. Upon return to work, you may also be requested to provide a doctor's note approving your ability to return to work.

While on maternity leave you may use your PTO and temporary disability insurance benefits, if eligible. After those paid leave benefits are exhausted, maternity leave shall be unpaid. Maternity leave that qualifies as FMLA leave may be designated as such. Please refer to our FMLA policy for more details on this benefit.

## **MILITARY LEAVE POLICY**

If you are a member of the United States Army, Navy Air Force, Marines, Coast Guard, National Guard, or Public Health Service, you will be granted an unpaid leave of absence for military service, training, or related obligations in accordance with applicable law.

While on military leave, you may substitute your accrued paid leave time for unpaid leave, if applicable. At the conclusion of the leave, upon the satisfaction of certain conditions, you generally have a right to return to the same position held before the leave or to a position with like status and pay that you are qualified to perform.

During a military leave of 30 days or less, you are entitled to continued health plan coverage under the same conditions as if you had continued to

work. For military leave of 31 days or more, you may elect to continue health plan coverage for up to 18 months of uniformed service, but must pay 102% of the full premium for continuation of coverage (similar to COBRA).

Length of Military Leave	Return to Work Requirements
30 days or fewer	Following completion of military service, safe transportation home, and an 8-hour period, you must report to work at the beginning of the next regularly scheduled work period. Call your supervisor for your work schedule.
31 days to 180 days	You must submit an application for re-employment generally within 14 days of the completion of military service, or as soon as feasible.
181 days or more	You must submit an application for re-employment generally within 90 days of the completion of military service, or as soon as feasible.

### VICTIMS LEAVE POLICY

As provided in the Hawai'i Victims Leave Act ("HVLA" or "the Act"), employees with six (6) consecutive months of service may take up to thirty (30) days of unpaid victims leave per calendar year, if the employee or the employee's minor child is a victim of domestic or sexual violence (i.e., domestic abuse, sexual assault, or stalking). For purposes of this policy, "child" means an individual who is a biological, adopted, foster child, stepchild, or a legal ward of an employee.

Purpose of Leave: Victims leave may be for one of the following reasons:

- to seek medical attention for the employee or the employee's minor child for physical or psychological injury or disability caused by domestic or sexual violence;
- to obtain services from a victim services organization;
- to obtain psychological or other counseling;
- to relocate;
- to take legal action or participate in any criminal or civil proceeding related to the domestic or sexual violence;

Relationship to Other Leaves: Before taking unpaid victims leave, employees must exhaust all other applicable and accumulated unpaid and paid leaves, including vacation, sick, paid time off ("PTO"), or temporary disability leave. All leaves, paid or unpaid, that are taken for a purpose covered under the HVLA will be counted against the leave time that is available under the Act. The combined total of paid and unpaid leave may not exceed thirty (30) days.

Notice to the Company: The employee must provide reasonable advance notice of the need for leave, unless not practicable due to imminent danger to the employee or the employee's minor child. While on leave, employees may

be asked to report to the Company on a weekly basis the employee's status and whether they intend to return to work.

Certification of Leave: At the Company's request, the employee must provide appropriate certification of the need for leave. If requested certification is not provided, protected leave may be denied. The type of certification depends on the reason for taking the leave.

- Employee takes leave for medical attention: If the employee is a victim of domestic or sexual violence and seeks leave for medical attention caused by the domestic or sexual violence incident(s), the Company may ask the employee to provide: (a) doctor's certification estimating the length of leave and the beginning and ending dates of the leave; and (b) the doctor's certification approving the employee's return to work.
- Employee takes leave for non-medical reasons: If an employee who takes victims leave for non-medical reasons, the employer may request certification from the employee or other appropriate parties that the employee/minor child is a victim of domestic/sexual violence, and that leave is taken for a permitted purpose. These may include:
  - (a) A signed written statement from: (i) the victim services organization; (ii) the employee's or the minor child's attorney or advocate; or (iii) a medical or other professional who has assisted the employee or the minor child with the domestic or sexual violence; or
  - (b) A police or court record.

Return to Work: It is Company policy to place employees returning from victims leave into the same position held before the leave or to a comparable position, without loss of service credits or of benefits accumulated before the leave.

Confidentiality: Due to the sensitive nature of information related to an employee's request for or taking of victims leave, the Company treats such information as confidential. Our policy prohibits disclosure of such information unless: (1) the employee requests or consents to the disclosure; (2) a court or administrative agency orders the disclosure; or (3) the disclosure is otherwise required by federal or state law. If you have any questions, please contact management.

## **TERMINATION OF EMPLOYMENT**

### **WAGES DUE AT TERMINATION**

If your employment is terminated (involuntary separation) you may be paid your wages due at the time of discharge. If immediate payment is not possible, you will be paid on the next working day as required by state law. If you don't pick up your final paycheck within 48 hours, it will be mailed to the address we have on file for you.



If you decide to resign (voluntary separation), please provide at least two weeks' written notice as a courtesy to your co-workers. During the notice period, we ask that you continue to perform your duties and maintain normal working conditions. Employees who decide to resign will be paid wages due in full by the next regular pay day. You must return all property belonging to Merriman's before your last day of work.

#### **RETURN PROPERTY AND MAINTAIN CONFIDENTIALITY**

If you leave Merriman's, all Company property including but not limited to proprietary and confidential materials (manuals, documents, software, etc.) must be returned. When you leave Merriman's, you may not disclose or use any proprietary or confidential information that you may have learned during your employment.

#### **EXIT INTERVIEWS**

If you choose to leave Merriman's, we may invite you to participate in an exit interview with management to help us understand your reasons for leaving. We hope you will express yourself freely in this interview. Your candid insights provide us with the feedback necessary to continue to improve the Company.

#### **EMPLOYMENT REFERENCES**

Merriman's prohibits any employee from giving performance references for current or former employees. Management will disclose only the dates of your employment and the title of the last position you held. If you authorize it in writing, management will also provide information on the salary or wage you last earned.