Effective July 1, 2020

EMPLOYEE HANDBOOK

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E KOMO MAI‘ (WELCOME)

Aloha and welcome aboard. Coon Brothers, Inc. is the parent company of Trilogy Corporation dba Trilogy Excursions, Lanai City Service, Inc. and Lifestyle Destinations, Inc. dba Lanai Ocean Sports Management. This handbook covers the guidelines and policies for all Coon Brothers, Inc. family companies and will be referred to as (the "Company") throughout the handbook. We are a family business with a strong commitment to our employees, customers, community, environment, and Hawaiian Host Culture. As a member of our team, you play a vital role in delivering the finest-quality product and service to our customers while maintaining a friendly and enjoyable work environment. We hope you will soon discover our spirit of cooperation and our passion for working toward shared goals.

This handbook describes the current guidelines and procedures and lets you know some of the principles behind them. It also contains personnel policy statements outlining your rights and benefits, and the essential requirements for performance that we expect from you. It is important to understand that this handbook is not intended to create a contract between you and the Company. In addition, only the President of the Company, or the President's authorized representative, has the authority to enter into any agreement for employment that alters the at-will relationship and then only in writing signed by both parties.

Please use this handbook as a source of information about Trilogy and your position. After consulting the handbook, you may still have questions about particular guidelines and procedures. If so, please let your supervisor or the Company's management know.

If you have any suggestions or comments about any Company guideline or procedure, please share them with us. Working together and communicating freely will build a good relationship and will ensure the success of our Company.

It is our sincere hope that you find both a great team to work with as well as a good way to earn a living with our Company.

Mahalo,

The Coon Family

SECTION 1

MISSION STATEMENT AND PHILOSOPHY

1.1 Mission Statement. We are inspired, motivated, and empowered to build a great company and deliver a guest experience unparalleled in the industry. The following mission statement reflects the Company's passion and what it strives to achieve:

> *"Trilogy is a family business committed to excellence by creating lifelong memories through personalized service delivered with aloha. As stewards and sailors, we perpetuate our Hawaiian Culture and protect our environment. As an 'Ohana we value each other and inspire integrity, innovation, and community."*

1.2 Philosophy - *Ocean Adventures with Island Hospitality*. As Maui's oldest sailing company, we are committed to remain a leader in the sailing and ocean recreation industry. The quality of our equipment, the way we treat our guests and each other, our professionalism, our bottom line, the way we care for our environment, and the way we are guided by the Hawaiian Culture are reflections of our Company Values. We also recognize that a healthy lifestyle and positive attitude are y important equally in creating the kind of world we choose to live in.

Everyone who works at the Company is a team member and a valued contributor to the Company. In addition to receiving fair wages and meaningful benefits, believing in the quality of our product is a key reason we are here. We strive to create a culture of caring for each other in the same way we care for our guests. We utilize meetings, workshops, parties, and special outings, as well as an open-door policy and a Human Resources Department dedicated to helping our employees to achieve this goal.

We have a unique opportunity to share our Aloha, knowledge, values, and lifestyle with people every day. These guests deserve the very best that we can give them. Each one f us is committed to be the best that we can be, do the best that we can at whatever job we are given, and develop our skills and knowledge whenever and wherever possible.

SECTION 2

COMPANY VALUES

The Company has five (5) Core Values which define how we operate as a team and as individuals. We seek to employee individuals who share these values and who exemplify them in all aspects of their life. These values guide our business and our success.

2.1 Aloha. *Aloha* is not just a word, it is a way of life. Literally translated it means "the joyful sharing of life energy in the present" or simply "joyfully sharing life". Having the opportunity to share our island and its culture every day is a privilege and doing so with genuine Aloha spirit has contributed significantly to our success.

2.2 Ho'okipa. *Ho'okipa* is the Hawaiian value of hospitality. *Ho'okipa* is to welcome guests, customers and strangers with your spirit of Aloha, transcending the norm in serving others. It is the hospitality of complete giving and defines a true art of unselfishly extending to others the best that we have to give. In sharing our *Ho'okipa* with others, we gain our own joy and we invest in our own well-being. We are in the hospitality industry. Our main objective is to be great hosts and to give our guests memories that they will share for a lifetime.

2.3 Lokahi. The value of teamwork, collaboration, cooperation, harmony and unity. By joining the Company, you are committing to be a part of our 'Ohana and our team. We strive to have dedicated employees who will always give the little extra that is needed to do the job right. They will walk that extra mile for a guest or a peer and can be counted on to help. Together we achieve more.

2.4 Pono. The value of integrity, of righteousness and balance. People who follow the principle of *Pono* are always hopeful and optimistic. *Pono* is one of the reasons why the people of Hawai'i always have a ready smile and a helping hand, and it is why Hawai'i as a whole is one of the happiest and most beautiful cultures to be a part of. We pride ourselves in hiring team members who are living *Pono*. People who are in the right relationship with all people, places, and things in their life. When we are *Pono* we are living with a continuous conscious decision to do right by ourselves, by others, and by the world in general.

2.5 'Ike Loa. The value of Learning. To know well. To seek knowledge and wisdom. As stewards we need to seek knowledge proactively as nourishment, for new knowledge is the food for mind, heart, and soul. 'Ike loa is to know well, and knowing others enhances our relationships and broadens our prospects. We learn best through our interactions with other people, whether they are guests, mentors, peers or family we hope that all our employees choose the be perpetual students.

SECTION 3

EMPLOYMENT PRACTICES

Some of the following policies are based largely on State and Federal regulations.

3.1 Equal Opportunity Employment. The organization seeks to employ the best qualified individuals from the available labor force and to provide them with opportunity for advancement in a manner which does not discriminate because of race, color, religion, sex, age, national origin, ancestry, marital status, arrest and court record, disability, sexual orientation, gender expression, military service, veteran status or other grounds protected under applicable state and federal laws, regulations, and/or executive order. Any form of harassment of any employee on the bases listed above or any other protected characteristics is prohibited.

3.2 At-Will Employment. The State of Hawai'i has implemented laws, which allow you, or the Company to terminate employment at any time with or without reason or prior notice. This is considered "at-will" employment. The employee handbook is not a contract between the Company and the employee. Only the President of the Company, or the President's authorized representative, has the authority to enter into any agreement for employment that alters the at-will relationship and then only in writing signed by both parties.

3.3 Americans with Disabilities Act (ADA). We will provide reasonable accommodation to qualified individuals with disabilities so that they may perform essential job functions and participate and/or enjoy any employment practice, term, condition, or benefit of employment.

A qualified person with a disability may work as long as he or she satisfies the requisite skills, experience, education, and other job-related qualification standards of the employment position he or she holds (or, if the person is applying for another position, for the position he or she desires); can perform the essential functions of such position; and does not pose a direct threat to the health and safety of others, with or without reasonable accommodation.

"Reasonable accommodation" means modification or adjustment to the work environment, or manner in which the work is done, to enable the employee to perform the essential functions of the job without undue hardship to the Company.

The Company recognizes that employees with disabilities may wish to continue work and to engage in normal activities as their condition allows. These employees may work as long as they are able to acceptably meet the essential job functions with or without reasonable accommodations and if medical evidence indicates that their condition is not a direct threat to the health and safety of themselves or others.

Please contact your supervisor if you require or have any questions regarding reasonable accommodation for a disability.

3.4 Immigration Reform and Control Act (IRCA). The Immigration Reform and Control Act of1986 ("IRCA") prohibits this organization from employing any person not legally authorized to work in the United States. In accordance with the requirements for IRCA, all persons commencing or resuming work must submit to the organization documentation evidencing their citizenship or resident alien status. Anyone submitting false documentation shall be immediately terminated. In fulfilling its obligation under the IRCA, the organization reaffirms its commitment to comply with both state and federal nondiscrimination laws. Any questions concerning the IRCA and the required documentation should be directed to your manager.

3.5 Dispute Resolution. If you and the Company are unable to informally resolve a dispute or claim involving your employment, the dispute will be resolved through binding arbitration administered by Dispute Prevention and Resolution, Inc. ("DPR"). To begin the arbitration process, you must provide the Company with written notice of your claim and desire to resolve this matter through arbitration. You must also provide DPR a copy of your written notice in accordance with its arbitration rules. If you have any questions about arbitration, please contact the Company's Human Resources Department.

3.6 Orientations. Each new employee may be scheduled for two (2) to three (3) orientations as follows: 1) New Hire Orientation; 2) Trilogy In-House Orientation with Human Resources and your Department Manager, and/or 3) Trilogy's Welcome Aboard Orientation. Employees shall be compensated up to a combined total of six (6) hours for completion of the scheduled orientations. Compensation for attending orientations is paid at the current minimum wage rate.

3.7 Physical Qualifications. As part of the terms of your employment, you may be required to pass a physical examination, which the Company will pay for. After you are hired you may be asked to take another physical exam, conducted by a company appointed physician, if a question regarding your physical qualification arises.

3.8 U.S. Coast Guard Requirements. U.S. Coast Guard regulations require mandatory drug testing for all persons working on vessels. This includes Pre-Employment and Random drug testing. All employees must meet the requirements for their position as outlined by the Job Description(s). Licensed Captains must meet all the standards and requirements established by the U.S. Coast Guard.

3.9 Employment Anniversary Date (Hire Date). The date your employment begins (hire date) is your official anniversary date. This date is used to compute your vacation allowances and other benefits. This may vary for seasonal employees.

3.10 Employee Classification. Employee classifications are described below:

(a) **Full-Time Employees**. Full-Time employees are those who are year-round and who are regularly scheduled to work at least twenty (20) hours per week. Generally, they are eligible for the Company's benefit package, subject to terms, conditions and limitations of each benefit program. Full-Time status is assigned by management.

(b) **Part-Time Employees**. Part-Time employees are those who are year-round and who are regularly scheduled to work less than twenty (20) hours per week. They are ineligible for Company benefit programs such as medical, dental, life insurance and other benefits based on hours worked.

(c) **Seasonal Employees**. Seasonal employees are those who have established an employment relationship with the Company but are assigned to work for a limited time, usually during peak seasons. While they receive all legally mandated benefits (such as Workers' Compensation and Social Security), they may be ineligible for Company benefit programs such as medical, dental, life insurance and other benefits based on hours worked.

(d) **Casual (On-Call) Employees.** Casual (On-Call) Employees may be hired to work as necessary to fill in unforeseen staffing requirements or for other company needs. Casual (On-Call) employees are scheduled according to individual availability and must provide their availability at least one week in advance. These employees are eligible for statutory benefits and the following company benefits: gratuities; Holiday Pay, if they work on a Company Holiday; Friends and Family discounts; participation in all Company sponsored events. Company benefits may be modified at any time by management without prior notification.

3.11 Outside Employment (Moonlighting). We recognize that some part-time employees may need additional work outside of the Company. As long as the outside employment does not represent a serious conflict of interest, the Company may allow it. Such decisions will be made on a case-by-case basis. For further information, please discuss with your supervisor.

3.12 Personnel Files. Personnel files are the property of the Company and access is restricted. Only authorized individuals who have a legitimate reason to review and/or receive information in a personnel file are allowed to do so. The Company has selected certain documents to be available for employee viewing online using the HR system. The online system is accessible to employees using their unique log-in and password.

For benefits administration and emergency purposes, it is important that your personnel file contains current information. It is your responsibility to notify the Company of any change in your home address, phone number, marital status, names of dependents, the name and phone number of the person you wish us to contact in the event of an emergency, or any other necessary personal information.

3.13 Termination of Employment. EMPLOYMENT AT OUR COMPANY IS COMPLETELY VOLUNTARY AND AT-WILL. THIS MEANS EITHER YOU OR THE COMPANY MAY END EMPLOYMENT AT ANY TIME WITH OR WITHOUT NOTICE OR REASON.

If your employment is terminated by the Company, you will be paid your wages due in full at the time of discharge. However, there are conditions where discharge may occur at a time when immediate payment is not possible. Therefore, payment will be administered no later than the next working day following discharge.

If you decide to resign, the Company greatly appreciates it when employees provide at least a two week notice to help facilitate the transition. Employees who quit or resign without giving at least one pay period notice of intention to quit will be paid due in full not later than the next regular payday. In addition, if an employee does not provide advance notice, the employee may be considered ineligible for rehire. Rehire status will be determined on a case-by-case basis.

SECTION 4

COMPENSATION

4.1 Pay Period. Employees are paid on a set schedule. Paychecks are issued every two weeks. The Company's standard workweek consists of seven (7) consecutive days from 12:00 am Saturday through 11:59 pm Friday. Your supervisor will review the Time & Attendance system and your timesheet with you at time of hire. Timesheets are to be completed daily and due no later than Friday at 11:59 pm on the last day of the pay period.

4.2 Wage and Salary. The overtime wage provisions of the Fair Labor Standards Act (FLSA) cover most employees, these employees are designated as NONEXEMPT. In accordance with federal and state wage and hour regulations, overtime compensation is paid to eligible nonexempt employees at one and one- half (1 ½) times their regular hourly rate for actual hours worked in excess of forty (40) hours in a standard week.

Other employees are classified as EXEMPT. This means that they do not receive overtime when more than forty (40) hours are worked in a single workweek. Employees in this classification are usually executives, managers, supervisors, administrators, professionals, outside salespersons, and certain maritime positions.

You will be advised when you are hired whether your job status is exempt or nonexempt.

4.3 Overtime Pay. When operating requirements or other needs cannot be met during regular work hours, employees may be scheduled to work overtime hours. The Company, when possible, will provide advance notice of these mandatory assignments.

All overtime work must be approved by your supervisor prior to performance. Overtime and schedule change approvals must be requested in writing and approved by your supervisor or scheduling manager. Employees working beyond their scheduled hours without prior authorization may be subject to disciplinary actions, up to and including termination.

Time for holidays, vacation, sick, or any other paid leave (if applicable) will be omitted in computing overtime.

4.4 Breaks. Hourly employees are encouraged to take at least one (1) break, in addition to their (30min – 1hour) lunch period. Employees are not required to clock-out for breaks less than fifteen (15) minutes provided they remain on Company premises. If the break will be greater than fifteen (15) minutes, employees must clock out for the duration of their break period. All employees are required to clock-out when leaving the Company property for any personal reason.

(a) **Breastfeeding/Lactation Breaks**. Employees who are breastfeeding have the right to reasonable break time to express milk for the nursing child at the workplace in a location, other than the restroom, that is shielded from view and free from intrusion from coworkers and the public for one (1) year after your child's birth.

4.5 Work Schedule. Work schedules are provided by supervisors on a regular basis. Your work schedule is subject to change at any time based on the needs of the Company.

4.6 Time and Attendance. It is the employee's responsibility to log/record all shifts/hours worked on a daily basis in the Time and Attendance system.

4.7 Deductions. The following deductions are made from your gross earnings each pay period: 1) Federal and State income taxes, and 2) Social Security taxes.

In addition, you may elect to make deductions for voluntary benefits such as supplemental insurance, the employee portion of health insurance premiums, and retirement savings plans. For further information, please contact the Human Resources Department regarding available voluntary benefits. All other deductions from your paycheck, except for court-ordered garnishments, must be authorized in writing by you and received by the Company.

4.8 Errors in Pay. The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in your amount of pay, you should promptly bring the discrepancy to the attention of your supervisor so that corrections can be made as quickly as possible.

4.9 Direct Deposit. The Company offers the benefit of direct deposit to your checking account, savings account, or a combination of both. If you are interested in this benefit, please contact your supervisor or the Human Resources Department for applicable forms. It can take up to thirty (30) days for the paperwork to be processed by your bank before your direct deposit takes effect. Until that time, you will receive a regular paycheck.

4.10 Holiday Pay. Employees who are scheduled to work on a recognized holiday, will be paid one and one-half (1 ½) times the regular rate of pay for that day's shift.

The Company recognizes the following seven (7) holidays:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

.11 Employee Meetings & Trainings. The Company will conduct department and employee meetings/trainings on a regular basis. Attendance is mandatory and employees will be paid for their time at their current base wage. Examples, of mandatory meetings are: performance reviews, random drug screenings, peer reviews, and department meetings.

4.12 Raises and Reviews. It is our policy is to give performance evaluations on a regular basis. A review does not necessarily mean you will receive an increase in pay.

SECTION 5

EMPLOYEE BENEFITS

Your employee benefits represent a growing portion of total pay, and it is important you are informed about the many benefits and advantages of working here at the Company. Our benefits package and wage and salary systems are part of a compensation structure designed to attract and retain our outstanding staff. Some benefit programs require contributions from the employee or other qualifying conditions, but many are fully paid for by the Company. Your supervisor or the Human Resources Department will be glad to provide you with more information on the details and advantages of these programs.

5.1 Benefit Programs. Benefit programs available to employees include but are not limited to:

(a) **Regulatory Benefits:**

i. Medical Insurance
ii. Dental Insurance
iii. Holiday Pay
iv. Workers Compensation Insurance
v. Temporary Disability Insurance **
vi. Hawai'i Family Leave Law **
vii. FMLA **
viii. Unemployment Compensation (eligibility determined by the state)
ix. Insurance Conversion at Termination - COBRA

(b) **Company Sponsored Benefits:**

i. Uniforms (where applicable)
ii. AFLAC Supplemental Insurance
iii. Personal Leave of Absence **
iv. Vacation Benefits
v. 401(k) Plan and Safe Harbor Company Match v. Profit Sharing Plan
vi. Employee Assistance Program (EAP)
vii. Life Insurance
viii. FSA Programs
ix. Tuition Reimbursement

*** Must meet certain eligibility requirements*

5.2 Group Insurance. The Company has multiple medical plans. The first of the month following completion of four (4) weeks of employment at twenty (20) hours or more per week employees become eligible to join the plan. You will be given the opportunity to sign up for the insurance plan without taking a physical exam or providing proof of insurability.

The insurance contract and a statement from the insurance company outlining all of your various benefits will be given to you when you become eligible.

Employees may be required to pay up to one-half of the premium for employee coverage provided that the cost does not exceed 1.5% of their gross monthly wages. Employees may also be required to pay for the additional cost of optional dependent coverage.

Employees must continue to work the minimum required hours per week to maintain monthly health coverage. In the event that your hours fall below that which is required (20 hours per week) and you no longer qualify for health insurance, you may be eligible to continue that coverage, at your own expense, through COBRA (see COBRA policy in this handbook).

Upon separation of employment, health care benefits are active until the end of the month of separation, at which time the former employee will be offered COBRA.

5.3 Dependent Coverage. 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 or during the open enrollment period. 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: 1) Involuntary loss of other medical insurance, 2) Birth of a child, 3) Marriage or divorce, 4) Adoption, and 5) Court-ordered dependent coverage.

In the event that the Company does not receive the required legal documents and enrollment within thirty (30) days of the qualifying event or the employee fails to fulfill the prepayment of the premium obligation, dependent coverage will be denied.

5.4 Form HC-5. Form HC-5 is required to be completed and submitted to Human Resources by all employees who choose to waive health insurance and who work at least twenty (20) hours per workweek. This form must be renewed every year.

5.5 Section 125. In accordance with Section 125 of the Internal Revenue Code, you may pay for your selected benefits with pre-tax dollars, which in most cases would reduce your income taxes. Examples of qualified benefits are medical, cancer, group term life and accident plans.

(a) **Pre-tax benefits**. The employee cost of qualified benefits is paid from your salary before your taxes (FICA, federal and in most cases state taxes) are calculated, usually resulting in reduced income taxes.

(b) **Exempt taxes under Section 125**. Federal, state (where allowed), and FICA.

(c) **Effects of reduced taxes on Social Security Benefits**. There could possibly be a slight reduction in Social Security Benefits due to the pre-tax election of qualified benefits allowed.

(d) **Example of Section 125 tax savings**. Let's say Joe earns $2,000 per month before taxes and elects family medical coverage. The total cost of the family premium is $400 per month. The employer pays $100 for Joe's medical coverage and he pays the remaining

$300 per month. By deducting the $300 per month before taxes, Joe's taxable wages are reduced and, in this example, he ends up with an additional $1,074.48 of take-home pay over the course of one year.

5.6 Employee Rates. Each Company offers discounts specific to its employees. Examples include but are not limited to: Friends and Family rates for tours, discounted services, and discounted products.

(a) For Vessels: To provide for the safety and security of employees, facilities, and Company vessels, only authorized visitors are allowed in the workplace. All visitors on vessels are considered guests. Therefore, visitors must have a confirmed reservation and be listed on the trip manifest. A copy of the current policy may be obtained from your supervisor.

If an unauthorized individual is observed on the vessels, employees should immediately notify management. Failure to follow proper procedure and violation of this policy will include a written warning, suspension of the benefit, and possible termination.

5.7 Use of Company Equipment. Any employee who is found to have neglected or misused Company property will be subject to disciplinary action up to and including termination. If an employee's misuse of Company property damages the property, Company reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of Company property is grounds for immediate termination and possible criminal action.

5.8 Certification and Training Reimbursement. The Company encourages its employees to learn and grow in their roles with the Company. Employees should check with their immediate supervisor or the Human Resources Department for more information regarding the various training and certification courses that may be eligible for reimbursement.

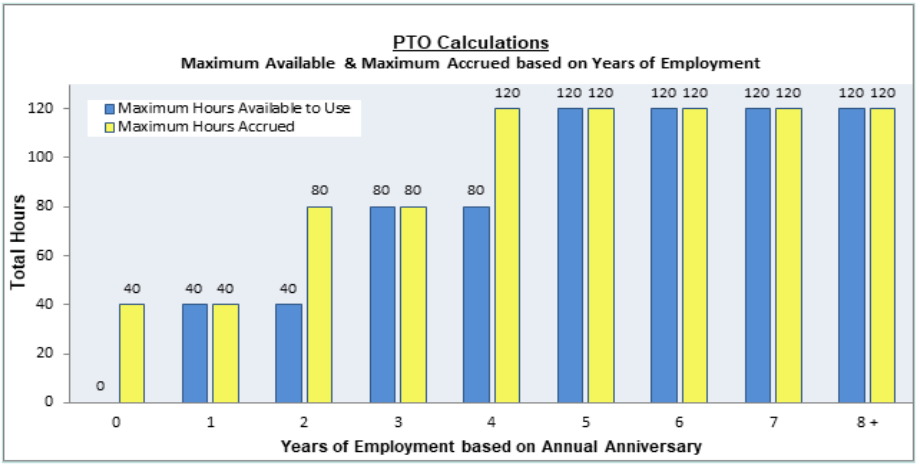
5.9 Paid Vacation (Paid Time Off).

(a) **Paid Vacation Eligibility.** An employee must complete one (1) year of continuous employment to be eligible for paid vacation time. One year of continuous employment is defined as the 12-month period that begins on the employee's date of hire/re-hire. Seasonal and on-call employees are not eligible for paid vacation benefits.

(b) **Accrued vs. Earned Vacation time**. Vacation time is accrued over the course of one (1) year beginning on employee's hire date. Vacation time will accrue, based on length of employment, throughout the year and upon employee's annual anniversary will become available to use and considered EARNED vacation time. Employee then has one (1) year to use the earned vacation time. Earned vacation does not roll over and will expire on your anniversary date if not taken. Under no circumstance will any accrued vacation be paid out.

(c) **Amount of paid vacation time.** Vacation time accrual rates are per hour worked based upon length of employment according to the following:

Length of Employment (determines accrual rates)	Vacation Earned per hour Worked.	Maximum Accrual per year
Upon hire through one (1) year	.01923	40 hours
Two (2) through three (3) years	.03846	80 hours
Four (4) years and greater	.05769	120 hours



(d) **Prior Approval.** All vacation time must be approved prior to the vacation being taken. It is the employee's responsibility to submit a Time Off Request via the online Time & Attendance system. The assigned manager will review the request and notify employee of Approval status.

(e) **Procedures.** Vacation time must be taken as actual time off and cannot be paid out in place of taking actual time off except in the case of an employee's termination. Employees may take vacation in hourly increments by submitting a Time Off Request thru the Time & Attendance system. Typically, no more than forty (40) hours of combined (vacation and worked time) will be paid out in a single week.

(f) **Rate.** Vacation time will be paid at the employee's base job rate.

(g) **Unused Earned Vacation**. Unused EARNED vacation will be paid upon termination provided the employee submits a minimum of two (2) weeks advance notice of resignation and is not terminated for misconduct.

5.10 Temporary Disability Insurance. If you become disabled due to a non-work-related illness or injury, including pregnancy, you may be entitled to Temporary Disability Insurance ("TDI") benefits. To be eligible for TDI benefits, an employee must have at least fourteen (14) weeks of Hawai'i employment during each of which the employee was paid for twenty (20) hours or more and earned not less than $400 in the fifty-two (52) weeks

preceding the first day of disability. The 14 weeks need not be consecutive nor with only one employer. The employee must also be in current employment to be eligible.

If you are eligible, TDI will pay benefits at the rate of 58% of your average weekly earnings up to a maximum beginning with the eighth calendar day of disability. This maximum amount is predetermined annually. Benefits are paid for a maximum of twenty-six (26) weeks in any benefit year. **It is your responsibility to apply for these benefits and to notify Human Resources if you require time off.** Also, please note that you will be required to exhaust your paid time off, if any is available, in conjunction with other any leave(s) taken.

5.11 Family and Medical Leave Act. Companies with over fifty (50) employees are required to adhere to the Family and Medical Leave Act ("FMLA"). In accordance with the FMLA federal law, employees who have worked for a total of twelve (12) months equaling at least 1,250 hours are entitled to a maximum of twelve (12) unpaid, job protected workweeks. This leave may be taken during any 12-month period for one or more of the following reasons: 1) The birth and care of an employee's newborn child, 2) The placement of a child with an employee for adoption or foster care, 3) The care of a child, spouse, or parent who has a serious health condition, or 4) Medical leave when the employee is unable to work because of a serious health condition.

Up to twelve (12) weeks of unpaid leave may be granted in a rolling 12-month period.

FMLA leave is unpaid. However, if an employee's leave is due to his or her own serious health condition, the employee will be required to exhaust his or her paid time off, if any is provided, in conjunction with leave taken under this policy. If an employee's leave is due to any other qualifying reason under this policy, the employee will be required to exhaust his or her paid time off, if any is provided, in conjunction with leave taken under this policy. The exhaustion of paid time off, if any is provided, does not extend the maximum allowable leave period beyond the four (4) or twelve (12) weeks described above.

Spouses who are both employed by the Company are entitled to a combined total of twelve (12) weeks of leave (rather than twelve weeks each) for the birth or adoption of a child, or for the placement of a child with the employee for foster care, or to care for a parent with a serious health condition; provided that each spouse is entitled to a minimum of four (4) weeks of leave under those circumstances.

(a) **Intermittent Leave**. Leave may be taken on an intermittent or reduced leave schedule for leave qualifying under the Hawai'i Family Leave Law for the first four (4) weeks of such leave. Thereafter, intermittent or reduced leave is permitted only if medically necessary for a serious health condition of the employee or his or her spouse, child or parent.

Intermittent or reduced leave upon the birth, placement for foster care or adoption of a child is not permitted beyond the first four weeks of leave in any calendar year unless advance written approval is obtained from the Company. When intermittent or reduced leave is permitted under this policy and is taken by an employee, the Company may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position has equivalent pay and benefits.

(b) **Notice of Leave**. When the need for FMLA leave is foreseeable (for example, the birth or adoption of a child, or planned medical treatment), **the employee must provide reasonable (preferably thirty days or more) advance notice and make efforts to schedule leave so as not to disrupt workplace operations**. The employee must complete the Request for Family and Medical Leave form, which can be obtained from Human Resources. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work. If the need for FMLA is unforeseeable, advance notice is not required, but the employee must notify the Company of his or her need to take leave within two business days of learning of the need for leave. In emergency situations, the employee should submit the required Request for FMLA form and the Medical Certification form as soon as possible. An employee's failure to provide notice of his or her need for FMLA leave may be grounds to deny the leave until reasonable notice has been given.

(c) **Required Medical Certification**. If Family and Medical Leave is requested because of your own serious health condition, or because of the serious health condition of your spouse, child, or parent you must provide the Company with appropriate medical certification completed by a health care provider. Medical Certification forms can be obtained from Human Resources. The certification must be returned to your supervisor at least fifteen (15) calendar days after your request for leave. Failure to provide appropriate medical certification in a timely manner may result in denial of leave until it is provided.

If there is reason to doubt the validity of a medical certification, the Company may require the employee to be examined by a second health care provided. If the second opinion conflicts with the original medical certification, then the Company may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding option. We may also require subsequent medical re-certification every thirty days.

For leave due to the birth of a child or the placement of a child for adoption or foster care, the Company may require certification issued by a health care provider, the family court, or an appropriate agency or adoption service.

As a condition of returning to work, the Company will require an employee who took leave for his or her own serious health condition to obtain and present certification from the employee's health care provider that the employee is able to perform the essential functions of the position held. An employee who fails to provide the required return-to-work certification will not be allowed to resume work until the certification is provided.

(d) **Due to a Call to Active Duty**. This benefit provides twelve (12) weeks of FMLA leave due to a spouse, son, daughter or parent being on active duty or having been notified of an impending call or order to active duty in the Armed Forces. Leave may be used for any "qualifying exigency" arising out of the service member's current tour of active duty or because the service member is notified of an impending call to duty in a foreign country.

(e) **Care for Service Member/Family Military Leave**. As an expansion of the Family and Medical Leave Act, this leave allows a spouse, son, daughter or nearest blood relative to take up to twenty-six (26) weeks of unpaid leave to care for an active service member, or covered veteran, recovering from a covered serious injury or illness. "Covered" illnesses or injuries are defined to include an illness or injury that existed before the service member went on active duty which was aggravated by service in the line of duty or a serious injury or illness received in the line of duty.

A veteran is considered to be "covered" if he/she was a member of the Armed Forces at any time within the five (5) year period prior to the date that he/she undergoes medical treatment and the serious illness or injury may manifest itself before or after the service member has become a veteran.

Recovering includes undergoing medical treatment, recuperation, or therapy for a serious injury or illness. To be eligible for this leave, you must have worked for at least twelve (12) months and worked at least 1,250 hours within the past 12 months.

5.12 Hawai'i Family Leave Law. Employers with over one hundred (100) employees are mandated to comply with the Hawai'i Family Leave Law ("HFLL"). Employees with at least six (6) consecutive months of employment with the Company may qualify for up to four (4) weeks of family leave in each calendar year under the HFLL for approved absences due to the following: 1) The birth and care of an employee's newborn, 2) The placement of a child with an employee for adoption or foster care, or 3) The care of a child, spouse, civil union partner, parent, parent-in-law, grandparent, grandparent-in-law, or a reciprocal beneficiary with a serious health condition.

5.13 Hawai'i Pregnancy Leave. Under the Hawai'i Administrative Rules section 12-46-108, female employees working in the state of Hawai'i are eligible for pregnancy leave if the employee's physician determines that the employee is unable to perform the duties of her position due to pregnancy, childbirth, or related medical conditions for a reasonable period of time. The employee's physician determines the "reasonable period of time."

5.14 Additional Leave Information. Leaves that are allowed under FMLA, HFLL and/or Family Military Leave ("FML") will be accrued and counted towards all applicable laws simultaneously. Any paid or unpaid leave (i.e., workers' compensation, temporary disability, sick leave, vacation, personal leave) taken which qualifies as leave under the FMLA, and/or FML will be counted towards the appropriate leave. Any available FMLA and/or paid and unpaid leave, as applicable, will run concurrently with pregnancy leave.

Medical or other certification is required to grant a leave request and approval to return to work, if applicable.

The law requires employers to maintain health insurance coverage for an employee on FMLA leave whenever insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In order to continue health care benefits during family and medical leave, employees must continue to pay their portion of the monthly premium. Please contact your supervisor to make arrangements before taking leave.

Upon return from family and medical leave, an employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of leave cannot result in the loss of any employment benefits that the employee earned or was entitled to before using family and medical leave, nor be counted against the employee under a "no fault" attendance policy. Under FMLA, an exception to this rule falls under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to the Client's operations when the employee receiving FMLA leave is categorized as a "key"

employee. HR is available to answer questions regarding "key" employee status and qualifications.

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

Employees on military leave may substitute their accrued paid leave time for unpaid leave, if applicable. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position held prior to the leave or to a position with like status and pay that the employee is qualified to perform.

During a military leave of less than thirty-one (31) days, an employee is entitled to continued health plan coverage under the same conditions as if the employee had continued to work. For military leave of more than thirty (30) days, an employee may elect to continue health plan coverage for up to eighteen (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	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.

5.15 Hawai'i Victims Leave Act. Covered employers must allow eligible employees who are victims of domestic violence, sexual assault, or stalking, or who have a minor child who is a victim of these crimes, to take a reasonable period of leave to:

- seek medical attention
- obtain victim services
- get counseling
- temporarily or permanently relocate, or
- take legal action.

An employee seeking victims leave must provide the Company with "reasonable notice" of the intention to take the leave. Advance notice is not required where such notice is not practicable because of imminent danger to the employee or the employee's minor child. Please contact your supervisor for more information.

5.16 Personal Leave. In some special circumstances the Company may consider granting a leave to an employee for a personal reason. Employees wishing to take a personal leave of absence should submit a request in writing a minimum of one (1) month prior to the requested leave date to his/her immediate supervisor. The immediate supervisor will review the request, taking workload, scheduling, and departmental requirements into consideration and will return a decision to the employee as soon as feasible after receipt of the written request.

5.17 Voting Time. All eligible employees are encouraged to register and vote in Primary, General, or Special Elections. Employees who are unable to vote before or after working hours may be given up to two consecutive hours off for voting time. Voting polls are open from 7:00 am to 6:00 pm. Employees requiring this voting time during their shift must notify their supervisor at least one week in advance. Proof of voting may be required from employees. If appropriate proof is not provided, the time off may be unexcused.

5.18 Court Duty. The Company encourages employees to fulfill their civic duties related to jury service. Employees summoned for jury duty are entitled to paid time off for the first day of jury service. For any additional days, time off will be unpaid. Employees may opt to use any available earned vacation time in place of unpaid leave.

If you receive a jury summons, you must inform your Supervisor and Human Resources as soon as possible to make arrangements for a leave of absence. The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

You are expected to return to work if you are excused from jury duty during regular working hours or released from jury duty earlier than expected.

5.19 Bereavement Leave. In the event of the death of an immediate family member, full-time and part-time employees are eligible for one (1) day of paid bereavement leave, to attend funeral service, and three (3) days of additional unpaid bereavement leave. Two (2) additional unpaid days shall be granted if the employee must leave the state in order to attend funeral services or business related to the death.

Employees may use their vacation or sick leave hours if additional time off is needed. Additional unpaid time off may be granted at the discretion of the employee's supervisor on a case-by-case basis.

For purposes of this policy, immediate family members include an employee's:

- Spouse or civil union or domestic partner, including same-sex spouses or partners.
- Parent.
- Step-parent.
- Parent-in-law.
- Sibling.
- Brother-in-law.
- Sister-in-law.
- Child.
- Step-child.
- Son-in-law.
- Daughter-in-law.
- Grandparent.
- Grandchild.

Employees are responsible for requesting bereavement leave from their supervisor as far in advance as possible.

SECTION 6

STANDARDS OF CONDUCT AND EMPLOYEE PERFORMANCE

6.1 Anti-Harassment and Discrimination. The Company strictly prohibits and does not tolerate unlawful harassment or discrimination against employees or any other covered persons because of race, religion, creed, national origin, ancestry, sex (including pregnancy), color, gender (including gender nonconformity and status as a transgender or transsexual individual), age, physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, marital status, arrest and court record, reproductive health decisions, domestic or sexual violence victim status, or any other characteristic protected under applicable federal, state, or local law.

6.2 Sexual and Other Unlawful Harassment. All Company employees, other workers and representatives (including vendors and visitors) are prohibited from harassing employees and other covered persons based on that individual's sex or gender (including pregnancy and status as a transgender or transsexual individual) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile or offensive work environment.

The Company will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

6.3 Other Types of Harassment. The Company's anti-harassment policy applies equally to harassment or discrimination based on an employee's race, religion, creed, national origin, ancestry, sex (including pregnancy), color, gender (including gender nonconformity and status as a transgender or transsexual individual), age, physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, marital status, arrest and court record, reproductive health decisions, domestic or sexual violence victim status, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

Harassment is prohibited both at the workplace and at employer-sponsored events.

6.4 Complaint Procedure. If you are subjected to any conduct that you believe violates the Company's anti-harassment policy or witness any such conduct, you must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor or the Human Resource Department, ideally within ten (10 days of the offending conduct. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be harassment, please immediately contact the Director of Human Resources. This individual will ensure that a prompt investigation is conducted.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes harassing conduct must report the conduct to the Human Resources Department so that an investigation can be made and corrective action taken, if appropriate.

6.5 Retaliation. Retaliation against any employee who reports discrimination or harassment to the Company in accordance with this policy, files a charge of discrimination/harassment, or who cooperates with the investigation of a complaint, is expressly prohibited. This means that no manager or supervisor will treat an employee adversely because he or she reports discrimination or harassment to the organization in accordance with the policy, files a discrimination charge, or cooperates and provides testimony in the course of an investigation.

6.6 Discipline and Standards of Conduct. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

The following standards of conduct have been adopted to ensure no misunderstanding on the part of employees as to what conduct is expected of them. They are also designed to create and maintain a safe environment in which everyone treats each other with consideration and respect. These rules do not cover all circumstances considered unacceptable in the workplace. Additional rules may be added from time to time, and existing rules may be amended. Please contact your supervisor for additional information. Examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination, include but are not limited to the following:

(a) Dishonesty.
(b) Falsification of Company records.
(c) Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public.
(d) Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials.
(e) Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property.
(f) Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules.
(g) Unauthorized or careless use of the Company's materials, equipment or property.
(h) Unauthorized and/or excessive absenteeism or tardiness.
(i) Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace.
(j) Sexual or other illegal harassment or discrimination.
(k) Unauthorized use or disclosure of the Company's confidential information.
(l) Violation of any Company policy.

6.7 Safety. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor the injury may appear to ensure immediate medical attention to the employee if necessary and so that any potential hazards can be corrected.

6.7 Dress Code. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job. Please see your immediate supervisor for more information regarding the dress code requirements for your position.

6.8 Confidentiality. As part of your employment, you may have access to confidential business information related to the Company, its parent company, its subsidiaries, or its related businesses that you must keep confidential. If someone questions you about such information, please refer the request to your supervisor. The protection of confidential business information and trade secrets is vital to the interests and success of the Company. The willful disclosure of confidential information constitutes a violation of Company policy and may result in disciplinary action up to and including termination of employment and legal action. The information not to be released to unauthorized personnel, "outside" people or sources includes, but is not limited to, the following examples:

(a) Customer lists, spending or other data regarding customers.
(b) Marketing strategies and/or margins.
(c) Financial information.
(d) Pending projects and proposals.
(e) Sales figures.
(f) Profit margins.
(g) Merchandise mark-up.
(h) Marketing, sales, and operating reports.
(i) Names and addresses of employees or customers.
(j) Employee Handbook.
(k) Any other information that by policy is not available to the public.
(l) Compensation rates for employees should be kept confidential and not discussed between co-workers.

Employees who are exposed to confidential information of the Company and its affiliates may be required to sign a Confidentiality Agreement as a condition of employment. Any employee who discloses trade secrets or confidential information will be subject to disciplinary action, up to and including termination of employment, and possible prosecution even if he or she does not actually benefit from the disclosed information.

SECTION 7

SUBSTANCE ABUSE POLICY

The Company is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, this policy establishes the Company's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), including marijuana, while on the job poses serious health and safety risks to employees, which is not tolerated.

7.1 Prohibited Conduct. The Company expressly prohibits the following activities at any time that employees are either (1) on duty or conducting The Company business (either on or away from The Company's premises), or (2) on The Company's premises (whether or not the employee is working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under state law for medicinal uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by the Company policy. The Company does not discriminate against employees solely on the basis of their off-duty use of medical marijuana in compliance with Hawaii's medical marijuana law. However, employees may not consume or be under the influence of marijuana while on duty or at work, even if the employee has a valid prescription for medical marijuana.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform their supervisors if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

A violation of any of the above is subject to disciplinary action, up to and including immediate termination of employment.

7.2 Drug Testing. Each employee, as a condition of employment, may be required to participate in pre-employment, post-accident, reasonable suspicion, random, return-to-duty and follow-up testing upon selection or request of management.

To ensure the accuracy and fairness of our testing program, all testing will be conducted as required by law, a state-certified laboratory will conduct substance abuse testing, and a medical disclosure form will be provided to the employee prior to substance abuse testing. A Medical Review Officer will review the laboratory test results and verify positive test results. All drug-testing information will be maintained in separate confidential records.

The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP) and alcohol.

(a) **On-site Instant Testing**. When necessary, on-site testing will consist of a DOT regulated mouth swab analysis for presence of alcohol. If the result shows possible presence of alcohol, a follow-up test is completed by a state-certified technician. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine through a state certified laboratory.

(b) **Pre-employment**. All applicants for maritime employment are be required to submit to a test for illegal drugs. Applicants shall be screened for illegal drugs after being offered an employment position. That job offer shall be conditional upon the applicant passing the controlled substance test. If an applicant registers

positive, the job offer shall be revoked and that applicant may not be eligible for employment in any capacity.

(c) **Post-accident**. Employees involved in a reportable work-related accident or whose performance could have contributed to a reportable work-related accident may be required to undergo a post-accident drug test.

(d) **Reasonable Suspicion**. Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs or alcohol, or both. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability should inform their supervisors if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication

7.3 Random Drug Testing. All full-time, part-time, and seasonal employees who work as crewmembers on board Company vessels are subject to random drug testing pursuant to U.S. Coast Guard regulations (46 CFR Part 16). Any employee who operates a company owned vehicle for the purposes of their job is also subject to random drug testing.

7.4 Return-to-duty and/or Follow-up Testing. Employees with a previous positive drug test and who have fulfilled all rehire criteria may be required to submit to return-to-duty and/or follow-up testing as required by management.

7.5 Consequences. One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

Any employee who tests positive may be terminated immediately.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

7.6 Assistance. The Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

(a) Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

(b) Encourages 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.

(c) Ensures the availability of 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.

7.7 Confidentiality. All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

7.8 Communication. Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug- free workplace program: 1) All employees will receive a written copy of the policy and sign an acknowledgement that said copy has been received; 2) The policy will be reviewed in orientation sessions with new employees; and 3) The policy and assistance programs will be reviewed at safety meetings.

7.9 Re-Employment Requirements. An employee who received a positive drug test, or refused to take a drug test, will need to take the following steps in order to potentially be eligible for rehire by the Company (the cost, if any, is the sole responsibility of the employee): 1) Obtain an evaluation by a substance abuse professional/counselor (a list is available upon request); 2) Complete the recommended treatment listed on the evaluation (the SAP will determine what program/treatment is right for each individual with the requirement that an individual complete that treatment and provide us with a copy of the certification of completion); 3) Test negative on a return-to-duty test; and 4) Sign and agree to the terms of the Last Chance Agreement.

Once these steps have been completed the individual may be eligible for rehire. Employment is not guaranteed at the completion of all requirements.

Employees in Department of Transportation (D.O.T). regulated positions must comply with all aspects of required D.O.T. testing. Further information on this can be obtained from Human Resources.

7.10 Smoking (Tobacco) Policy. The Hawai'i Smoke-Free Law prohibits smoking in any enclosed public space; in any place of employment; or within twenty (20) feet of doorways, windows, or ventilation openings of buildings. At no time will any smoking or vaping (or similar) be allowed, onboard vessels, in office space, or in front of passengers or customers. Abuse of our policy on this matter will result in your dismissal.

SECTION 8

DISCLAIMER

This Employee Handbook contains information about the Company's employment policies and procedures and an overview of the Company's benefits. For specific information about employee benefits, you should refer to the plan documents, which are controlling. The policies and procedures in this Handbook are guidelines only. The Company reserves the right to interpret and administer the provisions of this Handbook as needed. Except for the policy of at-will employment, which can only be changed in writing by the President, the Company has the maximum discretion permitted by law to change, modify or delete any provision in this Handbook at any time with or without notice. However, oral statements or representations cannot supplement, change or modify the provisions in this Handbook.

Each employee should read and become familiar with the information contained in this Handbook. Failure to comply with the Company's policies or procedures may result in discipline, up to and including termination.

The provisions in this Handbook are not intended to in any way create any contractual obligations with respect to your employment.

NOTHING IN THIS HANDBOOK NOR ANY OTHER COMMUNICATION BY A COMPANY REPRESENTATIVE OR ANY OTHER EMPLOYEE, WHETHER ORAL OR WRITTEN, IS INTENDED TO IN ANY WAY CREATE A CONTRACT OF EMPLOYMENT. UNLESS I HAVE A WRITTEN EMPLOYMENT AGREEMENT SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, I AM EMPLOYED AT WILL AND NOTHING IN THIS HANDBOOK CAN BE CONSTRUED TO CONTRADICT, LIMIT OR OTHERWISE AFFECT MY RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT NOTICE OR CAUSE.

This Handbook supersedes all prior versions published or distributed by the Company and all inconsistent oral or written statements.

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EMPLOYEE ACKNOWLEDGEMENT FORM

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of the Company's Employee Handbook ("Handbook"), dated April 1, 2020 and that I read it, understood it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time [with or without notice]. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the Handbook will not constitute a waiver of the Company's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Company representative, **I am employed at will and this Handbook does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Company representative and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

.....
(Employee's Signature)

.....
(Employee's Printed Name)

……..……..
(Date)