

# TRUMP® INTERNATIONAL HOTEL

WASHINGTON, D.C.



## ASSOCIATE HANDBOOK

2016

**ASSOCIATE HANDBOOK**  
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## **INTRODUCTION**

### **WELCOME**

Welcome to our team at Trump International Hotel, Washington, D.C. We are delighted that you have decided to join us in our endeavor to be both the hotel of choice for guests and the employer of choice in the capital of our nation.

Our business is hospitality and our role is to make our guests feel consistently appreciated and valued during their stay with us, so they will want to return. The warmth of your welcome, the sincerity of your smile, and the graciousness of your service will make the difference and earn guest loyalty.

In return for your service, we will provide you with a supportive, engaging working environment and the opportunity for ongoing training and career development.

Mickael C. Damelin court  
MANAGING DIRECTOR

### **ABOUT THIS HANDBOOK**

As with any new job, you want to know what to expect from your employer and what will be expected from you. You will have questions about your job duties, your benefits and the general operations of the Hotel. We have prepared this associate handbook to familiarize you with the Hotel and its philosophy, and provide you with information about working conditions, associate benefits and some of the policies affecting your employment.

You should read this handbook carefully, comply with all of its provisions and keep a copy for future reference. Remember, this handbook is only intended to provide a general summary of the policies and benefits of employment with the Hotel. This handbook is not intended as a contract of employment, nor a guarantee of continued employment and should not be viewed or construed as the basis of any contractual agreement.

This handbook replaces all prior handbooks and previously issued descriptions of Hotel policies, practices, procedures and benefits. The Hotel reserves the right to suspend, modify, rescind or amend any provision in this handbook at any time even without notice. Should any provision in this handbook be found to be unenforceable or invalid, such finding does not invalidate the entire handbook, but only the subject policy or provision.

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Nothing in this handbook changes the at-will nature of your employment with the Hotel. Employment at-will means that your employment with the Hotel is voluntarily entered into, and you are free to resign, at any time, with or without notice or cause. Similarly, the Hotel may terminate your employment, at any time, with or without notice or cause. No representative of the Hotel, other than the Managing Director of the Hotel, has authority to enter into any agreement with you for employment for any specified period of time, or to otherwise modify the at-will nature of your employment relationship. Any such agreement must be in writing and signed by both you and the Managing Director of the Hotel.

Your Department Manager and the Human Resources Department will be your primary sources of information regarding your employment. Please do not hesitate to ask questions or make suggestions to make our guest and associate experience even better.

### **HISTORY OF TRUMP INTERNATIONAL HOTEL, WASHINGTON, D.C.**

When John F. Kennedy was inaugurated more than fifty years ago, he recognized the potential and the need for the two miles of Pennsylvania Avenue connecting the U.S. Capitol to the White House to become “Grand, The Main Street of America.” Today, thanks largely to the work of the Pennsylvania Avenue Development Corporation, Pennsylvania Avenue bears little resemblance to what Kennedy saw, and still the development continues.

In the 2000’s, attention became focused on the iconic landmark, the Old Post Office. Added to the National Register of Historic Places in 1973, planners struggled as to what its future should be. Ultimately it was decided that with its location in the city’s center and proximity to both the White House and the U.S. Capitol the Old Post Office deserved to be restored to its former architectural grandeur and be re-born as arguably the city’s most luxurious hotel, worthy of hosting heads of state, celebrities, dignitaries and well-heeled business and leisure travelers.

In 2013, after reviewing and vetting numerous proposals from the most prestigious hotel companies in the world, Trump Hotels was chosen by the U.S. General Services Administration (GSA) to be the developer of this most sought-after hotel redevelopment opportunity in the country. Seen as a generational asset by the Trump family, the Hotel opened in September 2016 following an extensive \$200 million restoration and now anchors the Northwest end of the Pennsylvania Avenue redevelopment.

The Old Post Office, the original city postal center, has endured a series of uses

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throughout the years. Opened in 1899, it included a Clock Tower, which at 315 feet, remains the second tallest building in the city, providing panoramic views of Washington, D.C. In 1976, The Bells of Congress, replicas of those at London's Westminster Abbey, were given to the United States as a Bicentennial gift from the Ditchley Foundation in England, and are housed in the Tower. When the Hotel opened in September, the Bells again began ringing on Federal Holidays, Days of National Mourning, the Opening and Closing of Congress, and Thursday nights for practice.

Guests arrive at the Trump International Hotel, Washington D.C's main entrance on 11th Street. The entry features materials such as backlit marble and limited mullion glass with a steel and glass porte cochere cantilevering in both directions, creating a stunning arrival experience. The main pedestrian entrance features a prominent arrival experience on Pennsylvania Avenue, with a secondary pedestrian entrance on 12th Street.

Inside, the heart of the Trump International Hotel, Washington D.C is the Cortile. A soaring nine-story atrium functions as the Hotel's gathering place, comprising the grand lobby and Cortile bar. Sunlight filters from above through a soft canopy of trees and illuminates this interior courtyard setting. The Cortile is furnished in rich jewel tones – deep red, aubergine, sapphire and emerald – with gold accents and is elegantly finished with hand-woven area rugs, and soaring brass and crystal chandeliers. Prominently located on the mezzanine and overlooking the iconic Clock Tower is BLT Prime by David Burke, the Hotel's signature restaurant, also featuring two exclusive dining rooms, ideal for private parties and gatherings.

**GUEST ROOMS & SUITES.** Donald Trump and Ivanka Trump worked alongside famed architects Beyer Blinder Belle and interior design consultants Hirsch Bedner Associates to create spectacular guest accommodations unmatched in the city. Our 263 luxury guest rooms and suites have been intricately crafted with the most discerning traveler in mind. Every detail of our luxury accommodations, from the soaring windows, glittering crystal sconces and richly polished wood furnishings, enhance the guest experience and offers a calming respite from the daily bustle of the city.

There are 35 luxurious suites of various configurations including the three extraordinary Presidential Suites, each with its own unique style and amenities. The two largest at 4,000 and 6,300 square feet, have exceptional space as well as interesting "addresses." The 4,000 square foot suite is located in the historic former offices of the Postmaster General, and is three times the size of the White House's Oval Office.

At that time in history, the position of

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Postmaster General was so prestigious that the person was a Cabinet Member. Today the former offices have been restored into a two-bedroom suite, including original fireplaces, solid wood doors and moldings, and offering unique amenities of a separate dining room with pantry and service entry, double walk-in closets, two-person shower, and secured private elevator access. With a private Pennsylvania Avenue entrance, the 6,300 square foot suite is the largest in Washington, D.C. and among the largest in the country. It features a twenty seat Formal Dining Room, a 600 square foot Living Room, and a private exercise room. The six-fixture bath of the Master Bath includes an oversized steam shower and large free standing tub. This two-bedroom suite is unmatched in the city in size, style and amenities.

The Spa by IVANKA TRUMP™ is a day spa within the Hotel, offering a uniquely customized level of service where each moment of the journey caters to the guest's selected intention. Through the careful stimulation of senses, guests are enveloped in a haven of relaxation. A treatment at our day spa is a perfect way for guests to relax during a Washington D.C. getaway or to simply come in for a treatment. Offering luxury treatments and relaxing massages, specifically designed for women, men, and couples, The Spa by IVANKA TRUMP™ seeks to create pathways for each guest to inner health and external beauty.

While the exterior and the interior of the Trump International Hotel, Washington, D.C., are spectacular, what is most remembered by our guests is the outstanding service that they receive from our associates.

Your genuine care of our guests far surpasses the beautiful crystal chandeliers, plush carpeting and handcrafted furniture. You are the heart and soul of the building and guest experience.

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## **CODE OF CONDUCT**

The Hotel asks for your commitment to the following standards which are essential to our operational success. The Hotel's Code of Conduct applies to all associates at every level.

- ♦ Honesty, fairness and respect in our dealings with each other, recognizing that we are all equal.
- ♦ Preserving an environment that shows we care about our workplace and, most importantly, each other.
- ♦ Maintaining a climate in which each of us is heard and open communication is ongoing.
- ♦ Actively demonstrating support for and cooperation with each other through teamwork.

## **TRUMP CORNERSTONES**

### **CULTURAL FOUNDATION**

Maintaining an unsurpassed regard for each other

### **VISION**

We will never settle.

We will persist in the meticulous delivery of unparalleled service and experiences.

We will do it better than anyone else.

### **ASSOCIATE MISSION**

Never Settle

### **PILLARS OF SUCCESS**

Passion, Drive and Enthusiasm

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## CIRCLE OF COMMITMENTS

### 1. BE AUTHENTIC

Let your authentic self show.  
Be You!

### 8. INSPIRE POSSIBILITIES

Never say no because anything is  
always possible. Challenge yourself!

### 2. TAKE INITIATIVE

You're Empowered.  
Have an entrepreneurial mind set.

### 7. GIVE GRATITUDE

A genuine care for our relationships.  
Provide respect and recognition.

### 3. DELIVER PURPOSE

Understand our guests and associates.  
Provide speed of service.

### 6. HAVE INTEGRITY

Give nothing less than 100% to  
maintain trust and loyalty.

### 4. STRAIGHT TALK

Be direct and honest to strengthen  
relationships and the business.

### 5. USE INTUITION

Anticipate guest's needs by crafting  
personalized moments.

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## **GENERAL EMPLOYMENT POLICIES**

### **AT-WILL EMPLOYMENT**

Employment with the Hotel is “at will,” which means that either the Hotel or the associate may terminate the employment relationship at any time, with or without notice or cause. No representative of the Hotel, other than the Managing Director, has authority to enter into any agreement with you for employment for any specified period of time, or to otherwise modify the at-will nature of your employment relationship. Any such agreement must be in writing and signed by both you and the Managing Director.

### **INTRODUCTORY PERIOD**

It is the policy of the Hotel that all new associates will be in an introductory period for the first 90 calendar days of employment. The introductory period will also apply to internal transfers. This introductory period is an opportunity for the associate to evaluate whether the Hotel fits their career goals and provides the Hotel with an initial opportunity to assess the associate’s ability level.

The employment relationship can be terminated by either party at any time during or after the introductory period, with or without notice or cause. Successful completion of the introductory period is not a guarantee of continued employment or of any set term of employment.

### **EMPLOYMENT ELIGIBILITY**

It is the policy of the Hotel to employ only those individuals who are lawfully authorized for employment in the United States. In compliance with federal immigration laws, the Hotel must collect certain information and review certain documentation concerning the employment authorization of associates. Associates must complete Form I-9 on the first day of employment, and must provide satisfactory evidence of identity and legal authority to work in the United States at that time; in no case will the time for presentation of such documents to be extended beyond the third business day after beginning work. This information and documentation will be used only for compliance with the applicable federal immigration laws and shall not be used for any employment related decision or for any unlawful purpose. If an associate’s authorization for employment changed or terminated after the start date of his or her employment, the associate is required to inform Human Resources accordingly.

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## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

The Hotel is an equal opportunity employer. It employs qualified individuals based solely on ability, training and experience. Therefore, the Hotel does not and will not, discriminate for or against any associate or applicant for employment based upon race, color, religion, national origin, disability, sex (including based upon pregnancy, childbirth, related medical conditions and breastfeeding), age, marital or veteran status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, political affiliation, genetic information or any other classification protected by applicable law. This policy applies to all areas of employment and all activities of the Hotel including, but not limited to recruiting, hiring, training, promotion, demotion, discipline, transfer, termination, compensation, and other terms and conditions of employment. Every associate is responsible for complying with this policy.

Any associate with questions or concerns about equal opportunity employment in the workplace are encouraged to bring them to the Director of Human Resources at the property. The Hotel will not tolerate any form of retaliation against any individual who raises questions or concerns of equal opportunity employment. Violation of this equal opportunity policy will lead to discipline, up to and including termination of employment.

## **REASONABLE ACCOMMODATIONS**

The Hotel is firmly committed to complying with the Americans with Disabilities Act and other federal, state and local legislation designed to ensure equal employment opportunities to persons with disabilities. Accordingly, the Hotel prohibits discrimination on the basis of disability in regard to all employment practices and terms, conditions and privileges of employment.

Consistent with this policy, the Hotel will make reasonable accommodation to the known disability of a qualified applicant or associate, in accordance with applicable law. If you are disabled and you believe that you need a reasonable accommodation to perform the essential functions of your job, please contact our Director of Human Resources.

The Hotel will provide reasonable accommodations under the Protecting Pregnant Workers Fairness Act for associates whose

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ability to perform job duties is limited because of pregnancy, childbirth, breastfeeding, or a related medical condition. If you believe that you need a reasonable accommodation, please contact our Director of Human Resources. The Hotel will timely engage with the associate to discuss potential reasonable accommodations. The Hotel may require an associate to provide certification from a health care provider indicating a reasonable accommodation is advisable.

The Hotel also will make reasonable accommodation to the sincerely held religious beliefs of our associates unless the accommodation would cause an undue hardship on the operation of our business. If you need to request such an accommodation, please contact our Director of Human Resources.

### **SEXUAL HARASSMENT POLICY**

It is the Hotel's policy to prohibit intentional and unintentional harassment of any associate by any supervisor, associate, client or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality. It is to ensure that at the Hotel, all associates are free from harassment on the basis of sex or gender.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendar photographs, pictures or posters, sending sexually explicit e-mails, voicemails, instant or text messages or other electronic communications and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually-related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an associates' physical appearance, conversation about your own or someone else's sex life and/or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Anyone who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to his/her Supervisor, the Managing Director or the Director of Human Resources. If you are unsure of to whom to raise an issue of harassment, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Director of Human Resources. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate.

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Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Hotel will not allow any form of retaliation against individuals who report unwelcome conduct to management in good faith or who cooperate in the investigations of such reports in accordance with this policy. Associates who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

### **NON-HARASSMENT POLICY**

It is the Hotel's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, religion, national origin, disability, sex (including based upon pregnancy, childbirth, related medical conditions and breastfeeding), age, marital or veteran status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, political affiliation, or genetic information. The purpose of this policy is not to regulate our associates' personal morality, but to ensure that in the workplace, no one harasses another individual on the basis of his or her membership in a classification protected by law.

Anyone who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to his/her Supervisor, the Managing Director or the Director of Human Resources. If you are unsure of to whom to raise an issue of harassment, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Director of Human Resources. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate.

Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Hotel will not allow any form of retaliation against individuals who report unwelcome conduct to management in good faith or who cooperate in the investigations of such reports in accordance with this policy. Associates who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

### **OPEN DOOR PHILOSOPHY**

We strongly believe in an open-door, open-communication policy and feel it is an important benefit to us, as well as to our associates. All associates should come

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forward and discuss any concerns or questions they may have with their supervisor, in order to resolve these issues quickly and efficiently. If your immediate supervisor is not able to resolve your concern or question, or if you would prefer not to discuss your issue or concern with your supervisor, you should discuss the issue with the next higher level of supervision. If an associate has or foresees a problem which may interfere with that associate's ability to adequately perform his or her responsibilities, the associate should discuss the matter with his or her supervisor or with the Director of Human Resources.

### **ETHICS STATEMENT**

It is the policy of the Hotel to promote teamwork, cooperation and a productive work environment among associates. In support of this policy, we ask that all associates treat co-workers, supervisors, subordinates, customers and visitors with respect, honesty and cooperation. The Hotel encourages associates to use its open door policy, described above.

### **PERFORMANCE REVIEWS**

The Hotel believes that it is extremely important for you to know how well you are performing in your position. During your Introductory Period, your manager will complete a review of your performance. Performance reviews are also to be conducted annually or prior to a transfer or promotion. Reviews are part of your personnel file and are used for future employment decisions such as transfers, promotions, training, salary reviews, demotions, and discipline. Please note that performance reviews do not always result in wage/salary increases.

The purpose of a regular performance reviews is to keep associates informed of their performance and to assist managers with communicating to associates their progress and potential as well as areas that need to be developed. It is also an opportunity for the associate to provide feedback on their goals and needs with respect to their professional development.

If an associate does not receive an annual evaluation, he/she is required to inform his/her manager and Human Resources so that a performance review may be completed.

### **TRANSFERS**

The Human Resources Department posts current job opportunities on the Associate bulletin board and on our careers webpage. If you are interested in one of these positions, you must contact the Human

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Resources Department to complete a Request for Transfer form. To qualify for consideration for a departmental transfer you must:

- Have been in your current position at least six (6) months (The six (6) months may be waived if hotel management requests an associate to transfer)
- Meet all job qualifications for the new position
- Have good job performance and attendance records in your present department
- No disciplinary actions issued within the last six (6) months
- Demonstrate a positive attitude

### **PERSONAL INFORMATION**

Any change of name, address, telephone number, marital status, and number of children or other dependents in your family should be reported promptly in writing to the Human Resources Department. This personal information is needed for emergencies, payroll deductions, insurance benefits, social security, etc.

### **NO SOLICITATION/NO DISTRIBUTION**

It is the policy of the Hotel to prohibit solicitation or distribution as permitted by applicable law. The purpose of this policy is to maintain a working environment that is caring and comfortable to our guests and associates and free of intrusions upon them. Preserving guest and associate safety and security throughout the property is paramount.

Solicitation by associates is prohibited during their working time or the working time of the associate being solicited, and at any time in working areas. Distribution of literature by associates, except for a bona fide Hotel purpose and without prior written approval, is prohibited during the working time of either the associate engaged in the distributing or the associates to whom the non-Hotel literature is being distributed, or at all times in working areas.

Solicitation and distribution by non-associates will not be permitted on the premises of the Hotel by, or on behalf of, any individual, organization, group, or society.

For purposes of this policy, “solicitation” includes, but is not limited to, (i) the invitation and/or request to support or promote any cause, campaign, drive, effort or organization for commercial, charitable, political, religious or philosophical purposes; (ii) the selling or marketing of products of any kind (other than associates distributing and/or selling/marketing approved Hotel

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material and/or merchandise during the course and within the scope of their employment); and (iii) the request of contributions and/or donations for any purpose regardless of the amount.

For purposes of this policy, “distribution” includes, but is not limited to, the dissemination and/or circulation of any non-Hotel written, printed, audio and/or video material of all kinds including, but not limited to, leaflets, letters, announcements, petitions, electronic media, bulletins, handbills, advertising material, newsletters, catalogs and/or pamphlets.

For purposes of this policy, “working time” includes all time during which an associate is assigned to or required to be in the performance of job duties. For purposes of this policy, “working areas” include all areas in which associates are engaged in the performance of their job duties.

## **PAY PRACTICES AND PROCEDURES**

### **TIP REPORTING**

Those associates who rely on tips for income are required by federal law to report tips fully every pay period. If you received tips in excess of \$20.00 monthly, the IRS requires that tips be reported using Form 4070. The Hotel will provide this form to you upon request, or tell you how to obtain IRS forms and booklets which explain how tips must be reported.

If you receive tips in excess of \$20.00 monthly, the IRS also requires that those tips be reported to management so that the proper amount can be withheld for taxes and social security payments. If you have any questions about tip reporting to the IRS or to management, please consult your supervisor.

It is the Hotel’s policy to encourage honest and accurate tip reporting as may be required by law. Failure to report tips is a violation of the Hotel’s policy.

### **RECORDING WORK TIME**

The Hotel must keep accurate records of the time worked by each associate. Therefore, all associates are required to “clock in” and “clock out” when they begin their shift each day, when they begin and after they return from any breaks (including their meal period), and when they complete a shift. Your manager will show you the location of the time clock and explain the Hotel’s specific rules for recording your start and end times.

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Should you for any reason fail to punch, you should immediately report this fact to your Department Manager. Any handwritten entries must be initialed by the associate and the Department Manager. Associates are not permitted to record each other's time. Deliberately recording time other than your own may result in discipline, up to and including termination.

You should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who works overtime without authorization or who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

The official workweek begins on Monday and ends on Sunday. Schedules are posted weekly in your department. It is the responsibility of the associate to regularly check his or her schedule.

### **MEAL AND REST PERIODS**

Our Associate Dining Room is open daily to provide you with one meal per shift, either lunch or dinner. For good housekeeping and sanitation purposes, you may not remove food or utensils from the dining room to eat at your work station or in the locker rooms.

Visitors are not permitted in the Associate Dining Room.

Non-exempt associates will be provided the opportunity to take a 30-minute unpaid meal period when working a shift in excess of four (4) hours of work. The Hotel will schedule associate meal periods in a manner that accommodates operating requirements. Associates are required to clock out and clock back in for each meal period. Failure to record these meal breaks will result in discipline, up to and including termination.

Associate will be provided the opportunity to take rest periods of generally fifteen (15) minutes. Such rest periods will be arranged with the associate's supervisor and are paid.

### **REPORTING TIME PAY**

If an associate reports to work for a scheduled shift at the Hotel's instruction and is

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ready and able to work, but is sent home because no work is available, the Hotel will pay the associate for his or her entire shift. The associate will not be paid report-in pay if the associate requests to be released early before completion of a shift, and in such cases will be paid only for hours actually worked.

## **PAYCHECKS**

Paychecks are distributed at the Hotel on a bi-weekly basis. Payroll information is confidential; therefore, payroll checks or direct deposit stubs are distributed in sealed envelopes.

Certain deductions will be made from your wages as required by law. These deductions include, but may not be limited to, federal and state income taxes, other local and state taxes, and social security taxes (FICA).

## **EXEMPT ASSOCIATE DEDUCTION POLICY**

Pursuant to the Fair Labor Standards Act, an employer may not deduct from the salary of an exempt associate for variations in the associate's time and quality of work, except under certain specific circumstances. Improper deductions from an exempt associate's salary are a violation of the policy of the Hotel. If improper deductions are taken from your salary in any workweek, you must report this deduction to Human Resources as immediately.

### **Permitted Deductions**

In addition to the usual statutory deductions for withholding taxes, FICA and Medicare, and any other deductions agreed to by the associate, including but not limited to health insurance co-payments, 401(k) contributions, life insurance premiums, transit checks, etc., the Hotel may deduct from an exempt associate's salary for the following reasons:

1. Absence from work for one or more full days for personal reasons other than illness or injury;
  2. Absence from work for one or more full days due to illness or injury if the deductions are made pursuant to the Hotel's sick leave policy;
  3. Unpaid disciplinary suspensions of one or more days imposed in good faith for violating the Hotel's safety rules of major significance or for engaging in serious misconduct, such as theft, fighting, gross insubordination, harassment, violations of drug and/or alcohol rules, violations of any federal, state or city law.
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4. Unpaid leave taken pursuant to the Family and Medical Leave Act;
5. Offset for any amounts received as payments for jury duty, witness fees or military pay;
6. Proportionate rate of full salary for time actually worked in the first and last weeks of employment.

### **Complaint Procedure**

If you believe that there has been an improper deduction from your salary, you must notify Human Resources in writing. The written notification must contain the following information:

- the dates of the pay period in question;
- the date of the check in question; and
- a detailed description of the alleged discrepancy.

Human Resources will investigate the complaint and will endeavor to resolve the matter within three (3) business days of receipt of the complaint. In some cases, a longer time period will be required for resolution. If a correction is warranted, it will be made immediately. If the deduction is considered permissible, Human Resources will contact the associate and explain the reason for its decision in writing as soon as possible.

Any associate who is dissatisfied with the decision of Human Resources may appeal the decision within ten (10) business days directly to the Managing Director.

### **DIRECT DEPOSIT**

The Hotel offers direct deposit of paychecks to the associate's savings and/or checking accounts. Associates may have their paycheck or a portion of it directly deposited into a designated bank account or credit union account by filling out the Direct Deposit Form available from your supervisor or the Human Resources Department. Once submitted, the direct deposits become effective within two (2) to three (3) pay periods depending upon your financial institution.

### **DEPARTURE PROCEDURE**

Upon termination of employment, you must return to the Human Resources Department any and all Hotel property, including, but not limited to, security access cards, keys, and this handbook.

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## **HOLIDAYS/PERSONAL DAY**

Trump International Hotel, Washington, D.C. observes the following nine (9) holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Associate's Birthday
Independence Day (July 4 <sup>th</sup> )	

The Hotel offers these days as paid holidays to associates. All associates are eligible for holiday pay after 30 days of employment. Because of the nature of the Hotel's operations, many associates must work on scheduled holidays. Associates who are required to work on a holiday shall be paid his/her regular straight time compensation in addition to holiday pay.

### *Personal Day*

All associates are eligible for one (1) paid personal day per year after 30 days of employment, which is a paid day off from work that may be scheduled for any day at the associate's election, subject to business needs. The personal day should generally be scheduled at least ten (10) days in advance.

Neither paid holidays nor the personal day rollover from one year to the next.

## **VACATION**

The Hotel recognizes that associates can work more successfully and efficiently if they periodically take time away from their normal work routine. Accordingly, the Hotel provides paid vacation for full-time associates and encourages them to utilize this benefit.

A full-time associate is entitled to paid vacation according to the following schedule:

Continuous Service	Eligibility
0 – 4 Years	2 Average Work Weeks (10 days)
5 – 9 Years	3 Average Work Weeks (15 days)
10 Years +	4 Average Work Weeks (20 days)

Vacation days must be scheduled and approved in advance by the associate's direct supervisor. To take vacation days, associates should submit a request in writing no less than thirty (30) days prior to the anticipated first day of vacation. Vacation requests may be denied based on business needs, including staffing requirements, and other reasons determined by the Hotel in its sole discretion. The Hotel encourages associates to use their accumulated vacation days for their physical and mental well-being. The Hotel reserves the right to schedule associates for vacation time at its discretion when accrued vacation remains unused.

Vacation days will not continue to accrue when the associate's total vacation day accrual reaches a maximum amount of two (2) times the associate's annual vacation eligibility.

### **PAID SICK AND SAFE LEAVE**

Associates are entitled to up to seven (7) days of paid sick leave per year for the illness of the associate or a family member, or to help ensure the safety of the associate or a family member.

Associates begin to accrue leave under this policy at the start of their employment. One hour of paid leave accrues for each 37 hours worked by the associate, to a maximum of seven (7) days per year. Associates who have completed their 90-day introductory period are eligible to use accrued sick and safe leave.

Sick and safe leave can be used for:

1. The associate's own physical or mental illness, injury or medical condition;
2. The associate's need to obtain professional medical diagnosis or care or preventive medical care (e.g., doctor appointments); however, associates are required to make a reasonable effort to schedule leave under this section in a manner that does not unduly disrupt the operations of the Hotel;
3. The associate's need to care for a family member for reasons covered by Nos. 1 and 2 above;
4. Under certain circumstances, an absence because the associate or family member is a victim of stalking, domestic violence, or sexual abuse, if certain additional requirements are met.

For more information about which absences qualify as sick leave, please see Human

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## Resources.

Some sick and safe leave may also will be covered by the Family and Medical Leave Act (FMLA) and/or the D.C. Family and Medical Leave Act (D.C. FMLA). Leave that qualifies under multiple policies will run concurrently and be subject to the requirements of each policy.

A “family member” includes: (a) a spouse, including a domestic partner; (b) the parents of a spouse; (c) children (including foster children and grandchildren); (d) parents; (e) brothers and sisters; (f) the spouses of brothers and sisters; (g) a child who lives with an associate and for whom the associate permanently assumes and discharges parental responsibility; and (h) a person with whom the associate shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the associate maintains a committed relationship.

For more information about who is a “family member,” please see Human Resources.

Unused sick and safe leave under this policy carries over at the end of each calendar year. Associates may accrue a maximum of fourteen (14) sick and safe leave days at any one time. Any accrued but unused sick and safe leave will not be paid out to the associate upon termination of employment.

Associates must request sick leave in writing, state a reason for the absence and indicate the expected duration of the leave. If the need for leave is foreseeable, the associate must provide ten (10) days’ advance notice. If the need for leave is unforeseeable, an oral request should be provided at least two (2) hours prior to the start of the work shift for which the paid leave is requested. In the case of an emergency, associates must provide notification as soon as possible and no later than prior to the start of the next work shift or within 24 hours of the onset of the emergency, whichever is sooner.

Associates who take sick leave for three (3) or more consecutive days may be required to provide reasonable certification of the need for leave including, for example, a signed document from a health care provider, a police report, a court order, or a signed statement from a victim or witness advocate or domestic violence counselor. This certification shall be provided upon the associate’s return to work. In providing certification, no health care provider shall be required to provide information protected by the Social Security Act or the Health Insurance Portability and Accountability Act (HIPAA).

Associates will not face retaliation for requesting or using leave or asserting rights under this policy. The Hotel will not

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interfere with, restrain or deny an eligible associate's use of leave, attempt to use leave or assertion of rights under this policy.

### **BEREAVEMENT LEAVE**

It is the policy of the Hotel to provide eligible associates with time off upon the death of an immediate family member.

Full-time associates who have completed six (6) months of service who experience a death in their immediate family are eligible for up to three (3) paid days off. These days shall be paid the day before, the day of, and/or the day after the funeral. In the event that any of these three (3) days falls on days when the associate is not scheduled to work, the associate shall receive pay only for those days on which he/she was scheduled to work. For purposes of this policy, "immediate family member" is defined as: spouse, domestic partner, child, mother, father, legal guardian, sister, or brother.

The associate should contact his or her supervisor to request the time away from work.

The Hotel reserves the right to request documentation of the need for bereavement leave (death certificate, obituary, etc.).

### **JURY DUTY**

The Hotel considers jury duty a civic responsibility and, in accordance with applicable law, will not discriminate against any associate who is called to serve.

Full-time associates are eligible for Jury Duty Pay if called to serve. Associates shall not be eligible for this benefit more than once every two (2) years. To qualify, you must notify your manager immediately and bring a copy of your notification to the Human Resources Department. The Hotel will pay the difference between your Jury Duty Pay and your regular Hotel pay up for a maximum period of two (2) weeks. To receive the pay difference, you must provide the receipt of your juror's pay to the Human Resources Department so that you will be paid the difference for the days you served as a juror and the days you would have been scheduled to work.

### **TIME OFF TO VOTE**

The Hotel considers voting in a local, state or national election to be a civic duty. Associates should be able to vote on their non-working time by voting before or after their shift or by obtaining an absentee ballot. Should an associate be unable to vote

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during non-working time, upon request the associate shall be given time off to vote in accordance with applicable law.

The associate's supervisor shall decide when, during the shift, the associate will be permitted to leave the premises to vote, unless specifically regulated by law. To minimize staffing issues, associates must provide advance notification of the need for time off to vote. Advance notification means notice prior to the day of a General or Special Election.

### **PARENTAL LEAVE FOR SCHOOL EVENTS**

An associate who is a "parent" is entitled to a total of twenty-four (24) hours of unpaid leave during any twelve (12) month period to attend or participate in school-related events for his or her child. For purposes of this policy, a "parent" is defined as: natural parent, aunt, uncle, grandparent, a person who has legal custody of a child, acting or legally appointed guardian of a child and a person who is married to any such individual.

The associate, whenever possible, must give at least ten (10) calendar days' notice prior to the school-related event. The Hotel can deny the leave if granting it would disrupt the Hotel's business and make the achievement of service delivery unusually difficult.

### **DISTRICT OF COLUMBIA EMANCIPATION DAY LEAVE**

An associate is entitled to an unpaid day of leave each year on April 16<sup>th</sup> for District of Columbia Emancipation Day. The associate must provide at least ten (10) days of notice of the intent to take the day off. The Hotel may deny the leave if granting it would disrupt the Hotel's business or make service delivery unusually difficult.

### **MILITARY LEAVE**

It is the policy of the Hotel to comply with applicable laws regarding military leaves of absence for eligible associates. If an associate is called to active duty or to Reserve or National Guard training, the associate should provide a copy of the associate's orders to the Human Resources Department as soon as possible. The associate will be granted an unpaid military leave of absence for the period of military service or military training, in accordance with applicable federal, state and local law. Upon completion of military duty, eligible associates will be reemployed by the Hotel in accordance with applicable federal, state and local law.

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## **FAMILY AND MEDICAL LEAVE**

It is the policy of the Hotel to create and maintain a positive working environment and to provide a fair and consistent basis for granting a leave of absence to associates.

The Hotel will grant time off, without pay, to all eligible associates for certain medical and family reasons. The federal Family and Medical Leave Act (“FMLA”) and the District of Columbia Family and Medical Leave Act (“D.C. FMLA”) allow eligible associates to take such leave.

In most cases, but not all, benefits under the D.C. FMLA are more generous than those under the FMLA. Associates are entitled to the more favorable D.C. FMLA leave, unless the federal FMLA has more generous provisions (i.e., military related family leave). In cases where associates are eligible for leave under both the federal FMLA and D.C. FMLA, the leave will run concurrently, in addition to any other leave that may apply.

### Eligibility and Reasons for Taking Family and Medical Leave Under D.C. FMLA

In order to be eligible for leave under the D.C. FMLA, associates must have worked for the Hotel for twelve (12) consecutive months and must have worked at least 1,000 hours in the 12-month period preceding their request for leave.

Eligible associates may take up to sixteen (16) weeks of family leave and an additional sixteen (16) weeks of medical leave in a 24-month period under the D.C. FMLA.

In addition, D.C. FMLA leave differs from federal FMLA leave as follows:

- In addition to leave for the birth, foster care placement or adoption of a child, eligible associates may take leave for the placement of a child for whom the employee permanently assumes parental responsibility.
  - Under the D.C. FMLA, “family member” includes someone who is related by blood, legal custody or marriage; a child who lives with the employee and for whom the employee permanently assumes and discharges parental responsibility; and any person with whom the employee has shared a residence in the last year and with whom the employee has a committed relationship. A “committed relationship” may be characterized by economic and domestic interdependence, public presentation of the relationship and exclusiveness and length of the relationship, among other things.
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- Under the D.C. FMLA, a “serious health condition” may include continuing treatment or supervision at home by a health care provider or other competent individual.
- Under the D.C. FMLA employees may, but are not required to, substitute appropriate paid leave for unpaid FMLA leave.

### Eligibility and Reasons for Taking Family and Medical Leave Under Federal FMLA

Under the FMLA, an associate who has worked for the Hotel for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the FMLA leave, is entitled to take up to twelve (12) weeks of unpaid FMLA leave per rolling twelve (12) month period, measured backward from the date an associate uses any FMLA leave, for any of the following reasons:

- For the birth of his/her child and to care for his/her child after birth or for placement of a child with him/her for adoption or foster care;
- To care for his/her child, parent or spouse who has a Serious Health Condition or;
- For his/her own Serious Health Condition that renders him/her unable to perform one or more of the essential functions of his/her position.

Married associates who work at the Hotel will be limited to a combined total of twelve (12) weeks of FMLA leave during any rolling 12-month period, if the leave is taken for birth, placement, adoption or care of a child, or to care for a parent with a Serious Health Condition. However, married associates who work at the Hotel are each entitled to the full twelve (12) weeks of FMLA leave during any 12-month period if the leave is taken to care for a spouse or child with a Serious Health Condition.

A “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
  - Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
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- 1) A health condition (including treatment therefore, or recovery there from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
  - treatment two or more times by or under the supervision of a health care provider; or
  - one treatment by a health care provider with a continuing regimen of treatment; or
- 2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- 3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- 4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- 5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

“Health care provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
  - podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
  - nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
  - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
  - Any health care provider recognized by the employer or the employer's group health plan benefits manager.
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### Intermittent and Reduced Schedule Leave

FMLA leave may be taken “intermittently” or on “a reduced leave schedule” under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an associate’s usual number of working hours per workweek, or hours per workday.

FMLA leave taken for birth of a child or placement of a child for adoption or foster care may not be taken intermittently or on a reduced leave schedule.

If an associate needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the associate or a family member, including during a period of recovery from a Serious Health Condition, the associate should attempt to schedule treatments so as to create minimum disruption to his/her department. The Hotel may require the associate to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the associate is qualified and which better accommodates recurring periods of leave than does the associate’s regular position. The alternative position must provide equivalent pay and benefits during the temporary assignment.

### Substitution of Paid Leave

The Hotel requires that all associates substitute their earned and unused vacation days and personal days (and if the purpose of the leave is the associate’s own Serious Health Condition, any earned and unused sick days) for any otherwise unpaid FMLA leave. In other words, an associate’s earned and unused vacation days, personal days and if applicable, earned and unused sick days, will run concurrently with any unpaid FMLA leave.

### Associate Notice Requirements

Foreseeable Leave: An associate must provide the Hotel with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a Serious Health Condition of the associate or a family member. If 30 days’ notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If an associate fails to give 30 days’ notice of foreseeable FMLA leave, the Hotel may delay the taking of

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the FMLA leave.

Unforeseeable Leave: When the approximate timing of the need for FMLA leave is not foreseeable, an associate must provide notice to the Hotel of the need for FMLA leave as soon as practicable. Generally, such notice is expected within no more than one or two working days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not feasible.

It may be necessary for an associate to take more leave than originally anticipated. Conversely, an associate may discover after beginning leave that the circumstances have changed and the amount of leave originally anticipated is no longer necessary. An associate must provide the Hotel reasonable notice of such changed circumstances where foreseeable.

### Medical Certification

A medical certification will be required from a health care provider for FMLA leave to care for a parent, spouse, or child with a Serious Health Condition, or for an associate's own Serious Health Condition that makes the associate unable to perform the functions of the associate's job. The certification must indicate, among other things, (i) the approximate date the Serious Health Condition commenced, and its probable duration; (ii) a certification as to which part of the definition of Serious Health Condition, if any, applies to the patient's condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition; and (iii) whether it will be necessary for the associate to take leave intermittently or to work on a reduced leave schedule basis (i.e., part-time) as a result of the Serious Health Condition and if so, the probable duration of such schedule.

The Hotel reserves the right to require an associate to get a second opinion, at the Hotel's expense, from a physician selected by the Hotel. If the opinions of the associate's and the Hotel's designated health care providers differ, the Hotel may require the associate to obtain certification from a third health care provider, again at the Hotel's expense. This third opinion will be final and binding. Associates will be required to submit subsequent re-certifications to support continuing FMLA leave in accordance with applicable law.

Prior to returning to work, an associate on FMLA leave for the associate's own Serious Health Condition will be required to obtain medical certification from the associate's health care provider stating that the associate is able to return to work (i.e., a "fitness-for-duty certificate"). The Hotel may delay job restoration to an associate

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who fails to provide a fitness for duty certificate.

During FMLA leave, associates must provide their local Human Resources Department periodic reports on their status and intent to return to work.

Associates returning to work from FMLA leave must give at least one week's advance notice to their local Human Resources Department prior to returning from leave. Those associates not intending to return to the Hotel upon exhaustion of their leave must also provide their Human Resources Department with at least one week's advance notice of their intent not to return to work.

### Benefits During Approved FMLA Leave

During an FMLA leave, the Hotel will maintain the associate's coverage under any group health plan on the same terms and conditions as would have been provided if the associate had been continuously working during the entire leave period. The associate's benefits premium will be automatically deducted from any portion of the FMLA leave that is paid from the payroll. During any part of the FMLA leave that is not paid, the associate is responsible for paying the applicable benefits premium to the property by the first

of each month. If premium payments are not received in full within thirty (30) days of such date, coverage will end and COBRA coverage will be offered to the associate.

The Hotel may recover its share of health plan premiums paid on behalf of an associate during a period of unpaid FMLA leave if the associate fails to return to work after the associate's FMLA leave entitlement is exhausted or expires, unless the reason the associate does not return is due to

- (i) the continuation, recurrence, or onset of a Serious Health Condition of the associate or the associate's family member which would otherwise entitle the associate to leave under FMLA; or
- (ii) other circumstances beyond the associate's control.

Associates will not accrue any vacation, sick or personal days while on FMLA leave.

### Job Restoration

Upon returning from an FMLA leave, the Hotel will restore an associate who is not a "key associate" (as described below) to the same position the associate held when the FMLA leave commenced, or to an equivalent position with equivalent benefits, pay,

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and other terms and conditions of employment.

Notwithstanding the foregoing, an associate has no greater right to reinstatement or to other benefits and conditions of employment than if the associate had been continuously employed during the FMLA leave period; if employment would have been terminated anyway, the associate has no right to reinstatement. For example, if an associate's position was eliminated during the associate's FMLA leave and the associate would have been terminated even if the associate had been continuously employed, the associate would not have a right to reinstatement or to other benefits and conditions of employment.

### Key Associates

The Hotel may deny job restoration to certain highly paid "Key Associates" if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Hotel. The Hotel will inform you if you are a Key Associate.

### **UNPAID PERSONAL LEAVE**

The Hotel may, in its sole discretion, grant an eligible associate an unpaid personal leave of absence for special reasons. Requests for unpaid personal leaves of absence should be submitted to the Director of Human Resources.

### **ASSOCIATE BENEFITS**

As part of the Hotel's comprehensive benefits program, the Hotel offers group medical, dental, vision, life and short-term disability insurance plans to full-time associates.

### **TRANSIT BENEFIT**

The Hotel will offer pre-tax transit benefits. Please see Human Resources for more information.

### **ASSOCIATE ELIGIBILITY**

Benefit plan details, including all terms and conditions and associate eligibility requirements, are governed by the applicable plan documents and relevant summary plan descriptions. Copies of these materials are available in the Human Resources Department. Unless otherwise specified, the benefit programs described below apply only to eligible full-time associates. If you have questions about eligibility and/or

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benefit coverage, please contact the Human Resources Department.

The Hotel, in its sole discretion, has authority to make all decisions regarding the availability of benefits, eligibility for benefits, and who provides Hotel benefits. The Hotel has the power and authority to construe and interpret the terms of the plans and to make all factual determinations regarding the plans and the administration of the plans. The Hotel also has the right to amend or terminate such plans at any time with or without notice, including, among other things, the right to change the terms of eligibility and benefits provided. In the event that there are any conflicts between the actual plan documents and the descriptions provided in this Handbook, the actual plan documents control.

### **HEALTH INSURANCE**

The Hotel provides a medical, dental and vision insurance plan for eligible associates and their dependents. For eligibility requirements and coverage benefits, please see the plan documents or the Human Resources Department.

### **DISABILITY INSURANCE**

The Hotel provides short-term disability insurance for eligible associates. For eligibility requirements and specific coverage rules, please see the plan documents or the Human Resources Department.

### **CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)**

Pursuant to the Consolidated Omnibus Reconciliation Act of 1986 (“COBRA”), if you are an associate (or dependent or spouse of an associate) of the Hotel, you have the right to choose to continue your group health coverage temporarily at your own expense if you lose your group health coverage because of a “qualifying event,” including a reduction in your hours of employment, termination of employment, loss of dependent status or divorce. You will be provided with additional information when you become a participant in the group health plan.

Associates may also, in certain circumstances, have the right to convert their group health coverage to an individual policy.

For further information, please see the Human Resources Department.

### **401(K) RETIREMENT SAVINGS PLAN**

The Hotel offers a 401(k) Retirement Savings Plan to eligible associates. For details about eligibility, enrollment, and benefits of

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the 401(k) Plan, please see the plan documents or the Human Resources Department.

### **WORKERS COMPENSATION**

The Hotel maintains workers' compensation insurance as required by law. Associates are required to promptly report all job-related injuries, incidents and accidents no matter how small to their supervisor, and fill out an accident report with Security. Failure to promptly report any injury or illness may result in loss of benefits and disciplinary action.

### **COMMUNICATION & RECOGNITION**

#### **TRUMP TALK**

During each shift, associates meet with their manager and fellow associates. The purpose of Trump Talk is to communicate important information about the day, recognize associates, and exchange information regarding our property or specific departmental information.

#### **DEPARTMENT MEETINGS**

Department Meetings are held once a month. This is an opportunity for associates to address any concerns about standards, receive updated information and offer suggestions for the department's procedures. Notices indicating time and place of the regularly scheduled meetings are posted within the department, usually seven (7) days in advance.

#### **QUARTERLY MEETINGS**

Quarterly Meetings are held for all associates and are meant as celebrations and information opportunities. Associates will enjoy these special events, and learning about the Hotel and the market.

### **RECOGNITION PROGRAMS**

The Hotel recognizes individual associates who have made outstanding contributions to our operation. Associates are recognized on a monthly and/or quarterly basis for exceptional service. The nominated associates are recognized at an event and

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honored by the entire staff.

The Hotel also sponsors other department-specific programs recognizing exemplary associates going showcasing examples of above and beyond service.

### **ASSOCIATE RECREATIONAL AND SOCIAL ACTIVITIES**

Throughout the year, the Hotel offers ongoing hotel activities in which all associates are encouraged to participate. Notice of activities will be posted on the Associate bulletin boards, so keep a look out and enjoy the fun!

### **EMPLOYMENT OF RELATIVES AND ASSOCIATE RELATIONSHIPS**

The Hotel maintains a policy of not hiring the relatives or family members of current associates.

The Hotel does not take employment action against an associate for engaging in a romantic relationship with another associate during nonworking hours away from Hotel premises. However, the Hotel will consider such relationships when they affect an associate's job performance, occur during working time or on Hotel premises, or pose a potential conflict of interest.

A relationship among associates can create an actual, potential, or perceived conflict of interest in the employment setting. Accordingly, if two existing associates marry, become related, or enter into an intimate relationship, they may not remain in any form of supervisory relationship at the Hotel or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual.

Associates who are in such a relationship that would violate this policy must immediately notify a manager and the Human Resources Department.

### **AVOIDING CONFLICT OF INTEREST**

Associates have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Hotel wishes the business to operate. The purpose of these guidelines is to provide general direction so that associates can seek further clarification on issues related to the subject of acceptable standards of operation.

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Contact your supervisor for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an associate is in a position to influence a decision that may result in a personal gain for that associate or for a relative as a result of the Hotel's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the associate is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if associates have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the Hotel as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an associate or relative has a significant ownership in a firm with which the Hotel does business, but also when an associate or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Hotel.

## **WORKPLACE RULES**

### **STANDARDS OF CONDUCT**

It is the policy of the Hotel to conduct business with honesty and integrity and in accordance with proper legal and ethical standards.

The orderly and efficient operation of our property requires that proper and consistent standards of personal conduct be maintained by all associates. The standards that follow, and all other standards outlined in other sections of this Handbook, are necessary to protect the health, safety and property of associates, the Hotel, and our guests. These standards are not intended to be definitive or conclusive. They are intended to serve as illustrations. Policies are subject to change at any time and at management's discretion.

Every associate occupies a position of trust. In varying ways, each associate represents the Hotel in his or her interactions with guests, suppliers, other associates, government agencies, investors and the general public.

The Hotel will operate in a manner that is socially and ethically responsible. The Hotel holds this expectation for all of its associates and expects each associate to behave in a manner that will enhance the Hotel's reputation.

The Hotel's reputation and success are determined by the service we provide and by the associates who represent us. Regardless of whether you are interacting with guests, fellow associates, or the public in general, the manner in which you conduct yourself should reflect upon the standards of professionalism, quality, and service embraced by the Hotel.

Although there is no way to identify every possible violation of standards of conduct, the following conduct is considered serious and may result in disciplinary action, up to and including termination. It is not intended to be comprehensive and does not alter the at-will relationship between the associate and the Hotel.

**The following rules are examples of the type of conduct that will not be tolerated under any circumstances and will result in immediate termination for any associate.**

1. Possessing a concealed or dangerous weapon while on the premises or while off the premises in the performance of property duties.
  2. Falsifying or altering time records, work schedules, payroll records, employment application, or providing any false or misleading information when applying for employment or at any time during employment.
  3. Fighting or attempting bodily injury to another, threatening, intimidating, coercing or interfering with anyone on the premises at any time.
  4. Embezzlement and/or pilferage (unauthorized removal, storage, transfer or utilization) of Hotel, guest, or associate property. This includes items found on the building's premises. All items must be turned in to Lost and Found in the Security Department or reported to Security immediately upon discovery. Security will inspect all packages, bags, etc. upon the associate entering and exiting the premises. Management reserves the right to inspect lockers, bags, packages and similar items whenever deemed necessary. Refusal to have such items examined or refusal to cooperate is a violation of the Standards of Conduct.
  5. Taking items out of the building without a package pass signed by the appropriate department head. These items include amenities, flowers, etc., including those given as a gratuity. No liquor or food items may be taken out of the building. They must be turned in to Security.
  6. Immoral or indecent behavior that has the potential to publicly embarrass the Hotel, or soliciting persons for immoral purpose, or the aiding and/or abetting of
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any of the above.

7. Possession/distribution/use/selling of illegal drugs or alcohol on building premises or reporting to work under the influence of illegal drugs, alcohol or intoxicants.
  8. Insubordination, willful disregard or disrespect towards a supervisor or representative of management or failure to obey or perform work as required or assigned. If an associate disagrees with a supervisor's request, he/she should always follow the instructions given at the time and discuss it later in private.
  9. Use of profane, discourteous, abusive, or rude language or action against another associate, supervisor, guest, or others. Courtesy and consideration are a vital part of this operation. Discourtesy and rudeness to a guest or to another associate will not be tolerated.
  10. Discrimination or harassment against a guest or fellow associate because of any protected category in violation of the Hotel's equal employment opportunity and non-harassment policies.
  11. Unwelcome advances, requests for sexual favors and other verbal or physical expressions of a sexual nature to other associates, or guests of the Hotel.
  12. Soliciting gratuities from guests or commenting in any way regarding the amount of gratuity given. No associate may add a gratuity to a guest check or charge at any time.
  13. Sleeping on the job or while on duty.
  14. Unauthorized use of Hotel facilities or services. Unauthorized presence in guest areas, including restaurant and Fitness Center.
  15. Misusing "house-use" rooms. When authorized to use "house-use" rooms, associates are not allowed to use the room telephone, have guests visit, order from room service, consume the food and beverage items, etc.
  16. Falsification or misappropriation of any report, guest voucher, or Hotel record. Punching another associate's time card or asking another associate to punch yours.
  17. Failure to maintain accurate and proper accountability and control of cash banks. Failure to follow proper witnessing procedures with deposits and cash handling. Excessive or continuous cash shortages or other irregularities are considered
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irresponsible and unacceptable.

**The following rules are examples of the type of misconduct that is considered unacceptable and may lead to disciplinary action up to and including termination in certain circumstances.**

1. Opening or searching guest belongings (luggage, shopping bags, clothing, briefcases, wallets, etc.)
  2. Neglect, abuse, or mischief which results in loss, damage, breakage or destruction of Hotel property or property of guests or fellow associates or which results/contributes to unsanitary conditions, or which results in accidents involving associates or guests.
  3. Excessive absenteeism or tardiness in accordance with the procedures defined in the “Punctuality and Attendance” Section of this Handbook.
  4. Taking an unauthorized break or otherwise leaving the job without permission, leaving your duty post before a replacement has arrived, being in an area other than your assigned work area without authorization from your supervisor.
  5. Dining, snacking, gum chewing, or smoking at any time other than during meal or break periods, or in other than designated areas. Smoking by associates is prohibited in all areas in the Hotel.
  6. Gambling or engaging in gambling activities on the Hotel’s premises.
  7. Failure to observe established fire, safety, civil defense rules or established safety practices; engaging in dangerous or potentially dangerous horseplay, or failure to report any personal injury sustained while on duty.
  8. Failure to comply with established dress and grooming requirements; non-compliance with footwear policy. Wearing building uniforms off premises.
  9. Failure to report to work after expiration of a Leave of Absence.
  10. Failure to perform job or work assignments satisfactorily, safely or efficiently according to the hotel standards after having been given a reasonable opportunity and warning to improve.
  11. Failure to report accidents, involving associates or guests. All accidents should be reported immediately to either one’s supervisor or the Security Department, and not later than 24 hours after the accident
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- occurs. Failure to report breakage or damage to equipment or machinery.
12. Using building equipment, material or facilities, for unauthorized purposes.
  13. Violation of the Hotel's Confidentiality Policy contained in this handbook.
  14. Entering or leaving the building by any entrance other than the designated Associate Entrance.
  15. Failure to turn in Hotel keys (to Security) and/or banks (to Accounting) before going on vacation or leave.
  16. Working overtime without approval.
  17. Interfering with or hindering work schedules, failing to work on a shift as scheduled or arranging your own replacement on a shift without permission from your supervisor.
  18. Failure to be at designated work station, in uniform and ready to work, at the scheduled time.
  19. Unauthorized distribution of literature or posting of notices, signs or writing in any form during working time and/or in working areas. If you wish to have something posted on the Associate Bulletin Boards, please bring it to the Director of Human Resources.
  20. Fund raising, selling lottery tickets or merchandise, soliciting donations or any other type of money raising on Hotel premises, unless specifically authorized by the Managing Director.
  21. Taking gifts of any type from any purveyor, guest, or contractor who does business with this property, other than for normal gratuities received in the course of business. When in doubt, check with your supervisor.
  22. Outside business interests in conflict with job or Hotel operations.
  23. Having friends or relatives visit the premises without prior authorization by a supervisor.
  24. Accepting invitations from guests to join them in their rooms.
  25. Failure to forward media requests for information to the Managing Director or the
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Director of Sales & Marketing.

26. Borrowing from or lending money to a fellow associate. Further, any member of management who asks for, borrows from, or lends money to a subordinate will be subject to termination.
27. Violation of any other established Hotel policy or regulation, including those contained in this handbook.

### **CODE OF BUSINESS CONDUCT**

All Management associates will be provided with a copy of the Hotel's Code of Business Conduct and be required to execute an acknowledgment that they received the Code and agree to comply with its terms.

All Senior Management will be required, annually, to re-execute an acknowledgment of receipt and understanding of the Code of Business Conduct.

Signed acknowledgments will be maintained in individual associate personnel files.

### **PROGRESSIVE COUNSELING**

The Hotel is committed to providing an environment in which all associates have the opportunity to know what is expected of them and of this property. This process will enable us to work together to provide the best possible facilities and services for our guests.

It is important for you to know, understand and accept the standards and conditions of your employment with us so that you will be free to concentrate your efforts on doing the kind of job that will provide you the ultimate personal and professional satisfaction.

Associates may be reprimanded orally or in writing for any rule violation, and unsatisfactory conduct. Typically, the formal progressive counseling steps will include the following:

- Written Verbal Counseling
- Written Counseling
- Final Written Counseling and/or Suspension
- Termination

The above steps may be skipped or accelerated depending upon the nature of the

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behavioral issue. The property reserves the right at all times and under any circumstances to terminate the employment of a Hotel associate.

### **VIOLENCE IN THE WORKPLACE**

The Hotel's commitment to workplace violence prevention and to maintenance of a safe work environment requires all associates be treated with courtesy and respect at all times. Associates are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices and or substances are prohibited from Hotel premises.

Conduct that threatens or coerces another person at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law or regulation.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by associates, as well as threats by members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede, but do report it to your supervisor.

The Hotel will promptly and thoroughly investigate all reports of threats of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Hotel may suspend associates, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence will be subject to prompt disciplinary action up to and including termination.

### **DRUG AND ALCOHOL POLICY**

The Hotel's standard is to maintain a drug-free work environment. The use of illegal drugs is a frequent contributor to workplace accidents, with resulting loss of life, personal injuries or damage to the property. Therefore, the Hotel strictly prohibits all associates from using, possessing, selling, purchasing, distributing, being under the influence of, or having in the associate's system any controlled substances (illegal

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drugs). Violations of this standard are not permitted and will result in disciplinary action, up to and including termination of employment.

Additionally, the possession or use of alcohol on the building premises, or during working hours, or being under the influence of alcohol during working hours is prohibited.

The use of over-the-counter or prescription drugs, except where such use will not affect the associate's ability to safely perform his/her job, is prohibited. If you are using prescription or over-the-counter drugs which will impair your ability to safely perform your job, you must notify your manager in writing of such usage, before starting or resuming work.

The Hotel requires pre-employment drug screening of every associate and additionally, may order that an associate be tested for the presence of alcohol or illegal drugs for reasonable cause under an approved alcohol and drug abuse prevention program. Associates who have a drug abuse or alcohol problem are encouraged to seek assistance voluntarily. When assistance is sought before the associate has been identified through a testing process, management will make every effort to assist the associate in finding a suitable support/rehabilitation program. Associates who have participated in such a support/rehabilitation program are expected to remain drug free and are subject to termination of employment upon subsequent positive test result.

### **PUNCTUALITY & ATTENDANCE**

The success of the Hotel depends on all of its associates being present at work to provide the quality of service expected by our guests. If you are absent, you place an extra burden on your fellow associates.

Accordingly, associates are expected to maintain satisfactory attendance and report to work on time every day. Unscheduled absences, late arrivals, and early departures should be kept to a minimum.

All associates are expected to be at their stations, dressed appropriately according to the Appearance and Grooming Guidelines, and ready to work at the scheduled time. If it is unavoidable that you be absent or late, notify your Department Manager as soon as possible and no later than two (2) hours prior to your scheduled reporting time.

Failure to call or report for work as scheduled or failure to give adequate notice of inability to report for work is a violation of

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the Standards of Conduct. Failure to call or report for work three (3) days or more without contacting your manager will be considered automatic voluntary termination.

Associates should make these calls personally. The calls should be directed to your manager, to the Human Resources Department if your manager cannot be located, to the Night Manager or to the Manager on Duty.

Certain exceptions to this Punctuality and Attendance policy may apply when absences are covered by federal, state or local laws such as the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA) or District of Columbia Accrued Sick and Safe Leave Act. Please contact your manager and the Human Resources Department regarding such exceptions.

### **WORKPLACE SAFETY**

It is the policy of the Hotel to provide the safest possible work environment for our associates. In the interest of associate safety, we have instructed all supervisory personnel to look for, record and correct all unsafe conditions and/or acts committed by persons under their supervision.

We need your help in eliminating unsafe conditions, potential hazards, and acts. Become aware of the hazards that lead to injury and waste and think about your own safety and wellbeing, as well as that of your fellow associates. Report any hazard or potential hazard to your Department Manager. All associates should immediately report any workplace accidents to Security. If you have any questions, contact your Department Manager.

### **HOTEL PROPERTY**

All associates are responsible for helping to prevent the loss, damage, misuse, or theft of Hotel property. Hotel property in whatever form it takes, i.e. uniforms, furniture, tools, office equipment, and other furnishings, should be protected and used only for Hotel business. Except under approved Hotel procedures, Hotel property should not be used for personal benefit, taken, sold or given away. Associates who become aware of damage or theft of Hotel property should report it promptly to the Managing Director.

### **PERSONAL PROPERTY**

For your protection, associates are discouraged from bringing personal luggage, parcels or bags to work, and are advised to keep any personal belongings they carry with them to a minimum. Remember to exercise common sense and always take

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steps to safeguard your purses, wallets and other personal property at all times. The Hotel cannot assume the responsibility for the loss or theft of any personal belongings. Associates are advised not to carry large sums of money or other valuables with them when at work.

### **LOCKER ROOMS**

Uniformed associates are provided with a locker and combination lock at Orientation. All lockers and locks remain the sole property of the Hotel. Do not place any other lock on your locker. Lockers should not be shared with other associates unless assigned by the Hotel. If you lose the lock, don't remember the combination or have any difficulty with it, notify the Human Resources Department.

Report immediately any articles missing from your locker to Security. Lockers are to be used only for the storage of your clothing and uniform. Valuables should never be left in your locker as building management will not be responsible for lost, stolen, damaged or destroyed articles. Wallets, jewelry and other valuables should be kept on your person.

Please keep your locker free of food and other perishables at all times. Unauthorized materials, such as alcoholic beverages, weapons, hotel or guest property, illegal drugs and inflammable items are prohibited.

The Hotel reserves the right to open and inspect lockers, as well as contents, effects or articles. Such an inspection can occur at any time, with or without notice. Further, such inspection may be conducted during, before, or after working hours by any manager, or security associate designated by the building management.

Management will confiscate unauthorized building, guest or other associate property found in your possession or in your locker. Possession of these items can result in disciplinary action, up to and including termination and possible criminal prosecution.

### **KEEP US INFORMED ABOUT YOU**

As you began work at the Hotel, you supplied us with information needed for your employment. Keeping this information current and up-to-date helps us reach you in an emergency, forward your mail and W-2 forms, maintain your insurance and other benefits, compute your payroll deductions, etc. It is your responsibility to notify the Human Resources Department promptly of changes in:

- Name
  - Address and telephone number
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- Marital status
- Number of dependents for withholding tax purposes
- Person to notify in case of an emergency or accident
- Beneficiaries and dependents designated on your insurance enrollment card
- Training accomplishments

All information in your personnel file is kept strictly confidential. If someone inquires about your employment, our policy allows us to verify position and date of hire only.

### **ASSOCIATE IDENTIFICATION CARDS**

Your picture ID is your authorization to be on the property. Your ID card is also used in building key issue and control. All associate ID cards are the property of the Hotel. Failure to comply with the ID card control system will result in disciplinary action. ID cards must be carried with you at all times when on building premises and must be surrendered to management upon the end of your employment.

### **ASSOCIATE ENTRANCE**

All associates are required to enter and exit the Hotel through Security at the Associate Entrance. This authorized entrance/exit is on the “C Street” side of the building, across from the Federal Triangle Metro stop.

### **USE OF HOTEL FACILITIES**

The Hotel and its facilities are for the use and enjoyment of Hotel guests. Associate use during non-working hours of interior Hotel facilities, such as the lobby, restaurant, bar, guest rooms, spa or fitness center areas, is not permitted. Associates may access Hotel guest facilities only through use of the Hotel’s Associate Room Discount program with prior approval from Hotel’s Managing Director.

To maintain a professional atmosphere at the Hotel, please enter and leave the interior working area of the Hotel no more than thirty (30) minutes before your shift begins or after your shift ends. You are only permitted to return to interior areas of the Hotel after your shift ends or on your day off in order to meet with Human Resources or to pick up a paycheck. Please remember to enter and leave the Hotel through the Associate Entrance. Violation of this policy may result in disciplinary action.

This policy does not apply to parking areas or other exterior non-working areas of the Hotel.

## **TELEPHONE CALLS**

Building telephones are restricted to business use and may not be used to make personal calls unless specifically authorized by your supervisor.

Associates may not receive personal calls while at work except in the case of a bona fide emergency. All incoming calls for associates will automatically be routed to the Human Resources Department. Since personal calls are not permitted, please ask family and friends not to telephone you while you are on duty unless there is an emergency. Please advise your family that emergency calls should be directed to the Human Resources Department; in the evenings and on weekends, emergency calls should be directed to your supervisor, the Night Manager, or the Manager on Duty. If you should receive an emergency call during working hours, the message will be relayed to you by your manager or the Human Resources Department. At no time should an associate use a pay phone located in any of the public areas. Violation of this policy may result in disciplinary action.

## **ASSOCIATE PRIVACY**

The Hotel reserves the right to look through its own premises, including premises or property issued to associates for their use, such as desks, lockers, cubbies, workspaces or Hotel vehicles, regardless of whether those premises or property are issued for any associate's sole use.

## **CONFIDENTIALITY POLICY**

During the course of your work for the Hotel, you may be given or have access to confidential or proprietary information. Such confidential or proprietary information includes:

- financial information, reports and forecasts about the Hotel;
  - data, investment or acquisition strategies or products, as well as information related to investment opportunities for the Hotel;
  - financial, market, or economic modeling tools or techniques of the Hotel;
  - information about owners, guests, customers, clients and investors of the Hotel;
  - market research, financial or investment reports prepared by the Hotel;
  - room and other tools and data related to the Hotel; and
  - inventions, improvements, and other intellectual property, trade secrets, and
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proprietary software and related documents of the Hotel.

Hotel confidential or proprietary information does not include information about wages, hours, benefits, or other terms and conditions of employment – whether yours or that of another associate.

Hotel confidential and/or proprietary information is the sole property of the Hotel. You must keep such information in strict confidence during and after your employment with the Hotel. You may not, directly or indirectly share, reveal, make available, use, or disclose to any person or entity any Hotel confidential or proprietary information, except if it is necessary as part of your work for the Hotel or in accordance with applicable law. You may not, directly or indirectly, for your personal gain or the gain of others, use any Hotel confidential or proprietary information obtained as a result of your employment that is not already known to the public from a non-confidential source. You also may not engage directly or indirectly in any business transactions or private arrangement for profit that is based on your position or authority with the Hotel. At the end of your employment with the Hotel, you may not take or keep any Hotel-confidential or proprietary information, whether in written, computerized, or any other physical form. Your duty to maintain the confidentiality of the Hotel's confidential and proprietary information is indefinite, and continues even after you have separated from the Hotel. Your refusal or failure to comply with this policy may result in disciplinary action including, but not limited to, warnings, suspensions, and termination of employment.

Nothing in this Policy or handbook should be construed to limit associates' rights to engage in any legally-protected concerted activity, either with co-workers or others, or any other rights provided under the National Labor Relations Act or other applicable law.

### **SOCIAL MEDIA POLICY**

It is the policy of the Hotel to promote appropriate and lawful use of social media for associates who participate in social media as part of their job duties at the Hotel or for personal use. Associates must always adhere to the following policy. Any violations of this policy are grounds for disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please ask your supervisor and Human Resources before acting.

Associates must adhere to the following Social Media Guidelines:

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- Do not comment on trade secrets and proprietary Hotel information (business, financial and marketing strategies) in any social media without the advance approval of your manager, Human Resources, or the Managing Director.
- Do not make negative comments about Hotel guests in any social media.
- Use of social media on Hotel equipment during working time is permitted only if your use is for legitimate, preapproved Hotel business. Please discuss the nature of your anticipated business use and the content of your message with your manager and Human Resources. Obtain their approval prior to such use.
- Respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.

Associates must adhere to the following Hotel restrictions:

- Due to the potential for issues such as invasion of privacy (associate and guest), sexual or other harassment (as defined by the Hotel's non-harassment policies), and protection of confidential information (as defined by the Hotel's confidentiality policy), associates may not take, distribute, or post pictures, videos, or audio recordings while on working time. Associates also may not take pictures or make recordings of work areas. An exception to the rule concerning pictures and recordings of work areas would be to engage in activity protected by the National Labor Relations Act including, for example, taking pictures of health, safety, or working condition concerns.
- Use the Hotel's logos, marks or other protected information or property for any business or commercial venture without the Managing Director's express written authorization is prohibited.
- Making knowingly false representations about your credentials or your work is prohibited.
- Creating a blog or online group related to the Hotel (not including blogs or discussions involving wages, benefits, or other terms and conditions of employment, or protected concerted activity) without the advance approval of the Managing Director is prohibited. If a blog or online group is approved, it must contain a disclaimer approved by the Managing Director.

Be thoughtful in all your communications and dealings with others, including email and social media. Never harass (as defined by the Hotel's harassment policy), threaten, libel or defame fellow associates, guests,

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clients, competitors or anyone else. In general, it is always wise to remember that what you say in social media can often be seen by anyone. Accordingly, harassing comments, obscenities or similar conduct that would violate Hotel policies is discouraged in general and is never allowed while using Hotel equipment or during your working time.

### **TOBACCO AND SMOKING POLICY**

It is the policy of the Hotel to promote the health, safety and comfort of all associates and guests. The Hotel is a smoke-free property.

Associates who smoke cigarettes, including e-cigarettes, will only be permitted to do so on their breaks and meal periods outside of the Hotel, in areas designated by the Director of Human Resources and the Managing Director of the Hotel which are totally unseen by guests.

### **LOST & FOUND**

Items found on Hotel property must be turned in to Security immediately. Every reasonable attempt will be made to return items to the rightful owner. Items will be tagged and kept for thirty (30) days.

### **SECURITY/KEYS**

Keys will be issued to those associates whose duties require them to have keys. Associates will be required to return issued keys when the nature of their jobs changes or when their employment terminates. All keys will remain the property of the Hotel, and should not be loaned to another associate under any circumstance. If keys are lost, misplaced or stolen, the associate should report the occurrence immediately so that new keys may be issued and the designated locks changed or re-keyed. Unauthorized duplication of keys may subject the associate to discipline, up to and including termination.

### **FIRE & MEDICAL EMERGENCY PROCEDURES**

In the case of a fire or medical emergency, call the Emergency line (dial 31). Security will call "911." Once the proper authorities have been notified, if possible to safely do so, inform the Managing Director, Manager on Duty or your Department Manager of the situation at hand.

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## APPEARANCE AND GROOMING POLICY

Associates of the Hotel are expected to take pride and great care of their personal appearance. It is most important that associates have a professional image, in attitude and in dress. The objective of this policy is consistency. Every associate is covered by and responsible for following the Hotel Appearance and Grooming Policy. Associates who do not adhere to these guidelines may be asked to leave the premises (unpaid) until the established standards are met. Associate may be subjected to progressive discipline, including termination, for violation of this policy. Associates

When Associates are dressing for work, they should keep in mind the following four qualities which determine a business professional image to represent the Hotel:

**Conservative** – holding to traditional office attire, colors and fabrics; cautious about exaggerated or extreme fashion

**Stylish** – characterized by the fashionable standard; fashionable elegant, smart or chic and modern

**Luxurious** – well made, clean, crisp and pressed, detailed. This does not mean expensive, simply means it fits with the brand image

**Tailored** – having simple, straight lines with a neat appearance; well fitted garments, not over/undersized or ill-fitting

with religious, cultural or medical requirements where accommodations in the Appearance and Grooming Policy is required will be reviewed by the Human Resources Department.

### Personal Hygiene

Daily showers and antiperspirant or deodorant should be used to prevent body odor. Light or mild scents may be used sparingly; however excessive use is not acceptable. Food & Beverage and Spa Associates should refrain from using any perfume or cologne. After using the restroom Associates MUST always wash his/her hands before reporting back to work. A smile is extremely important, and therefore dental hygiene is essential. Associates should brush his/her teeth, and use dental floss and mouthwash as required. Eating candy or chewing gum while on the job is not permitted.

### LADIES

#### Hair

May be stylish but must be professional, neatly combed or brushed, trimmed, and clean. Extreme or dramatic hairstyles, coloring, dyeing or bleaching are not permitted. Hair color must be a natural color. Hair accessories are limited to professional fasteners, basic, solid natural colors to match the Associate's hair color. Barrettes or hair clips in the hair must be inconspicuous. Hair should be pulled back and securely fastened to keep from falling forward where

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the Associate's face is always visible. Braids, if worn must not exceed ¼ inch in width; must be close to the head, (unless it is a French braid or one single braid). If braids are longer than shoulder length, they must be pulled back neatly. Associates working in Food & Beverage and Housekeeping departments may be required to adhere to more stringent standards to ensure sanitary conditions.

### **Makeup**

Makeup may be used to enhance natural features and create a fresh, natural appearance. Makeup i.e. (lipstick, blush, eye shadow) should not be extreme or dramatic in color or application, and be professionally and conservatively applied.

### **Nails**

Nails are to be kept clean and neatly manicured at all times. Nail polish, if worn, must be conservative in color with no ornaments, designs or decals. The color selected must be the same that is painted on each fingernail with no chipping. Permitted colors: French, clear, cream, light pink, neutral browns or red (nail color must match attire). Nails are to be maintained and be no more than 3/8 inch in length.

### **Tattoos**

Tattoos that are visible are unacceptable, and should be covered or concealed appropriately. For uniformed Associates whereby the uniform enables a tattoo to be exposed, the Human Resources Department will approve required modifications or adjustments to the uniform standard.

### **Hosiery**

Hosiery must be worn by female associates during winter months. In summer months, hosiery is optional. For uniformed Associates, flesh tone hosiery is required unless otherwise specified by the uniform. For non-uniformed Associates, hosiery can be sheer and subdued in neutral shades that complement the outfit. Opaque black hosiery is permitted. Brightly colored, shimmery, large patterns, seamed, fishnet or lace hosiery are unacceptable. Hosiery must be in good repair at all times while working with no runs or holes.

### **Footwear**

***Uniformed Associates*** – Uniformed Associates are designated to coordinate with the uniform and to adhere to safety standards. Approved footwear for uniformed Associates will be reviewed in Orientation and by Department Heads. All associates must wear a polishable shoe free of scuffs, stains, or debris at all times.

***Non-uniformed Associates*** – Shoes for non-uniformed Associates are to be in good business taste, professional and classic in style. Shoes may be closed toe and closed

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back, or closed toe with a sling back. Shoes with a small peep toe and closed back are permitted only in summer months. Ladies' shoes must have at least a 1-inch heel and not be higher than 3 inches in height. Wedges where the shoe and wedge are the same color and material are acceptable. Platform shoes and shoes with a wooden or jute wedge are not permitted. Shoes only in neutral colors are permitted and must coordinate with attire. Extreme, dramatic or bright colored shoes are not acceptable. Sandals, boots, thongs, tennis shoes, moccasins, or any other similar footwear including "mules" with a complete open back are not acceptable. Shoes must be kept in good repair and be polished at all times. Safety and comfort should be a consideration when selecting shoes.

### **Attire**

***Uniformed Associates*** – Uniformed Associates will be fitted for his/her uniform and will be provided for use while on shift. Associates are to be aware that uniforms are property of the Hotel and must only be used for business purposes. Associates are to ensure that uniforms are never lent to anyone nor left unattended. Any discrepancies in uniforms should be immediately communicated to Department Heads and Uniform Room Attendants for assistance. Uniformed associates should wear white/black t-shirts with no colors or markings under their uniforms. T-shirts may be crew cut or v-neck depending on uniform style.

### ***Non-uniformed Associates***

***Suits*** – Matching suits in color and fabric are required for all non-uniformed associates. Suits should be in good business taste and clothes should be professionally coordinated. Suits with matching pants or knee length skirt (no shorter than 2" above the knee) are permitted. Suit jackets must have long sleeves and must be at least to the waist and not longer than 3/4 length. A bolero styled jacket is not permitted. Suit fabrics must be conservative in business style: i.e. wool, tweed, polyester, cotton blend, rayon etc. Suit textures such as pinstripes, herringbone etc. are permitted but should be subdued and not flashy. Suits must be either: black, navy, blue, charcoal, grey, red or brown in color. Beige and cream suits are permitted in the summer months.

***Blouses*** – Business style blouses with/without collars must be worn under all business suits and tucked into skirts or pants. Blouses without collars must have conservative neckline (only crew, v, square, scoop, boat or cowl). Dressy fabrics are required. Sheer blouses, low cut blouses/tops, polo/golf shirts, bareback/sun dresses or tight fitting clothes, t-shirts, spaghetti straps and halter tops are not permitted.

***Dresses*** – A conservative business style dress may be worn. Sleeveless dresses must be accompanied by a matching suit jacket. Without a suit jacket, dresses must have sleeves that are at least elbow-length.

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***Belts*** – Belts must be worn when a belt loop is present. Associates must wear basic, conservative belts that coordinate in color and style with attire. Large faddish belts are not permitted.

### **Jewelry & Accessories**

Jewelry must be kept to a minimum and should be stylish and professional in nature and must complement your attire in color and design. Rings are limited to one per hand with a wedding set counting as one. Earrings are limited to one matched pair and must be worn at the bottom of the earlobe. Earrings must be simple and cannot exceed 1” in diameter and length. No more than one necklace and one bracelet may be worn at a time. A conservative metal or leather band (black or brown) watch may be worn. Ankle bracelets are not permitted. No visible jewelry may be worn in body piercing other than the earlobes as noted above. If jewelry is required for the uniform, it will be provided by the uniform room. Associates in some departments such as Food & Beverage, Housekeeping, Laundry and Engineering departments may be required to adhere to more stringent standards to ensure safe working conditions.

## **GENTLEMEN**

### **Hair**

Hair may be stylish but must be a clean, attractive, easy to maintain hairstyle. Hair must be sleek and neatly combed or brushed, and should be trimmed and clean prior to your work shift. Extreme/dramatic hairstyles, coloring, dyeing or bleaching are not permitted; hair color must be maintained in natural tones. Unusual or distracting shaven haircuts are not permitted. Hair must be short and is not to extend below the top of the collar. Sideburns should be neatly trimmed and should not extend beyond half way down the ear. Flares or muttonchops sideburns are not permitted. Braids are not permitted. Hair products should not be excessive in use and be used to style hair neatly. Associates working in Food & Beverage and Housekeeping departments may be required to adhere to more stringent standards to ensure sanitary conditions.

### **Facial Hair**

Male Associates are permitted to have, a fully grown in, well-maintained moustache, goatee or beard. Facial hair must be neatly trimmed and may not present an unkempt appearance. Extreme styles are prohibited. All facial hair (moustaches, goatees and beards) must create an overall neat, polished and professional look with clean lines and no stray hair outside those lines. All facial hair must be fully grown in, neatly groomed and well maintained at no longer than a quarter of an inch in length. Moustaches, goatees and beards must be of a conservative style and natural color.

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Associates without a moustache, beard, or goatee are expected to be clean-shaven every day. No associate should have a 5 o'clock shadow, and will be asked to shave if present.

***Moustaches*** – moustaches (without lower facial hair) must not extend onto or over the upper lip and must extend to the corners of the mouth, but not beyond or below the corners.

***Goatees*** – Goatees must be an even and consistent length from the upper lip and chin. Goatee hair must be connected on the sides of the mouth.

***Beards*** – Beards must have clean lines and may not extend onto the neck with no stray hair outside those lines. Beards must have a moustache. Chinstraps are not permitted.

### **Nails**

Nails should be clean and neatly manicured at all times. All nails should be at the same and moderate length. Nail color is not permitted.

### **Tattoos**

Tattoos that are visible are unacceptable, and should be covered or concealed appropriately. For uniformed Associates whereby the uniform enables a tattoo to be exposed, the Human Resources Department will approve required modifications or adjustments to the uniform standard.

### **Footwear**

***Uniformed Associates*** – Uniformed Associates are designated to coordinate with the uniform and to adhere to safety standards. Approved footwear for uniformed Associates will be reviewed in Orientation and by Department Heads. All associates must wear a polishable shoe free of scuffs, stains, or debris at all times.

***Non-uniformed Associates*** – Shoes for non-uniformed Associates are to be in good business taste, professional and classic in style. Polishable, black, brown or cordovan colored shoes are permitted and must coordinate with attire. Extreme, dramatic or bright colored shoes are not acceptable. Sandals, boots, tennis shoes or moccasins are not acceptable. Shoes must be kept in good repair and be polished at all times. Men's shoes should have at least a ½ inch heel and not be higher than 1 inch in height. Safety and comfort should be a consideration when selecting shoes.

### **Attire**

***Uniformed Associates*** – Uniformed Associates will be fitted for his/her uniform and will be provided for use while on shift. Associates are to be aware that uniforms are property of the hotel and must only be used for business purposes. Associates are to ensure that uniforms are never lent to anyone nor left unattended. Any discrepancies in uniforms should be

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immediately communicated to Department Heads and Uniform Room Attendants for assistance. Uniformed associates should wear white/black t-shirts with no colors or markings under their uniforms. T-shirts may be crew cut or v-neck depending on uniform style.

### ***Non-uniformed Associates***

***Suits*** – Matching suits in color and fabric are required for all non-uniformed associates. Suits should be in good business taste and clothes should be professionally coordinated. Suit fabrics must be conservative in business style: i.e. wool, tweed, polyester, cotton blend, rayon etc. Suit textures such as pinstripes, herringbone etc. are permitted but should be subdued and not flashy. Suits must be either: black, navy, blue, charcoal, or grey color.

***Shirts*** – A business style collared dress shirt must be worn under all suits. Only white or pastel colors for dress shirts are permitted. Pinstripes and checkered patterns in the above mentioned colors are permitted.

***Neck Tie*** – A neck tie must be worn and compliment the outfit in conservative design and style.

***Belts*** – Associates must wear basic, conservative black or brown belts that coordinate in color and style with attire. Large faddish belts are not permitted.

### **Jewelry & Accessories**

Jewelry must be kept to a minimum and be in good business taste. Rings are limited to one per hand. Visible necklaces are not permitted. A conservative metal or leather band (black or brown) watch may be worn and one simple, conservative bracelet is permitted. One tie pin, set of cufflinks and pocket square neatly folded are permitted for non-uniformed Associates. No body piercings are permitted for gentlemen. If jewelry is required for the uniform, it will be provided by the uniform room. Associates in some departments such as Food & Beverage, Housekeeping, Laundry and Engineering departments may be required to adhere to more stringent standards to ensure safe working conditions.

## **VOLUNTARY SEPARATION**

If you are unhappy with your present position, please talk to your supervisor or the Director of Human Resources and try to resolve the matter. If for personal reasons you decide to resign, we request two (2) weeks' notice so a replacement can be found. This act of courtesy will be entered on your employment record and will be reflected in consideration for rehire with the property.

## **EXIT INTERVIEWS**

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All associates are encouraged to have an exit interview in the Human Resources Department before receiving your final paycheck. The purpose of this interview is, among other things, for you to give us feedback regarding the Hotel's practices and standards and also for you to return all Hotel property prior to your departure. If you have decided to resign your position, please contact the Human Resources Department to schedule an exit interview.

### **OUR REHIRE POLICY**

It is the policy of the Hotel not to re-hire an individual who was discharged for cause. A former associate who voluntarily left the employ of the Hotel may be considered for re-hire based on a review of his/her past job performance and the Hotel's needs.

## **SECURITY & SAFETY**

### **YOUR ROLE IN SECURITY**

Our primary safety responsibilities are the protection of our associates and guests, their property and the assets of the building. As associates, we are responsible for providing care in the protection of our property, guests, and fellow associates. While the Hotel does employ a security staff, its effectiveness can be best enhanced by the involvement of everyone.

Listed below are safety standards that you are to follow to assist in our security efforts. Violation of the safety and security standards and procedures outlined in this section will result in disciplinary action.

- Carry your Hotel ID on you and display it to the Security personnel when entering the building.
  - When entering the building and you have property that you will be leaving with and/or giving to another associate, you need to have Security issue you a property pass. This will be given to Security when departing the building.
  - For any items or gifts that are given to you by a guest or other person, you will be required to have a signed property pass listing your items. This will be presented to Security when departing the building.
  - All handbags, backpacks or any type of bag used to carry items will be subject to inspection by Security when departing the building
  - Use only the designated Associate Entrance/Exit.
  - Never open a guest room for anyone. If a guest has lost his/her key, offer to call Security for the guest.
  - Never leave keys out. At the Front Office, always keep room keys off the desk. If you find a key, turn it in to your manager.
  - Never give out a hotel key without positively identifying the guest with the Front Office, Security or Manager on Duty.
  - Do not discuss who is staying in the Hotel, their names or room or apartment numbers with anyone.
  - Never take any of your building keys home with you after work. Never lend
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your keys to another associate.

- Do not leave your cash bank unattended or unlocked for any amount of time. You should never let anyone “work out of” your bank.
- Cooperate with the directions of authorized security personnel in emergencies or situations where security requirements prevail.
- Follow the rules of emergency situations outlined in your Department Manual.

### **VISITORS’ PASS**

All visitors in the Hotel’s Back-of-the House areas must wear a visitor’s badge. All visitors must first check-in with the Security Department before entering the building. If you see a person in an unauthorized area or in a non-guest area who is not with a member of management and who is not wearing a visitor’s badge, please contact the Security Department.

### **CARE OF HOTEL MATERIALS AND PROPERTY**

It is the responsibility of all of us to take extreme care in working with the materials, equipment and products of the Hotel. Great care and attention to detail are involved in the maintenance of our property.

The prevention of breakage, theft and misuse of property is an important part of our Standards of Conduct. Disciplinary action will result for any associate not following our building care standards. In the case of theft, criminal action will be taken. Understanding and following the proper care of our building ensures everyone’s continued success.

### **KEY CONTROL PROCEDURES**

To aid in providing for the security of Hotel and the property of guests and associates, the following rules have been established to provide accountability for keys issued to associates. The following is not allowed, and may result in disciplinary action:

- Transferring assigned keys to another associate without a supervisor’s authorization
  - Failing to return assigned keys at the end of a shift or removing keys from the building
  - Tampering with or removing keys from assigned key rings
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- Leaving assigned keys unattended for any reason
- Failing to properly secure assigned work areas

### **EMERGENCY PROCEDURES**

Should you encounter any emergency situation in the property, call the Security Department IMMEDIATELY! In the event of fire or smoke, activate the nearest and safest alarm station. Then proceed to two floors below the incident and contact Security.

Be prepared to tell the Security Agent:

1. Your name
2. The type of emergency
3. Your location

Do not attempt to treat a guest with first aid unless you have proper training. If possible, without endangering yourself, stay at the scene, remaining calm and assisting as appropriate. The operator will contact the appropriate person qualified to handle the situation.

### **REPORTING ON THE JOB ACCIDENTS**

It is your responsibility to report any on-the-job accident to your manager and to Security immediately, regardless of how small. For any injuries, the Security staff will administer first-aid (when needed) and fill out an accident form. If you fail to report an accident prior to leaving the property, you could be subject to disciplinary action and it may lead to a delay in any disability claim.

### **BLOOD BORNE PATHOGENS**

OSHA (Occupational Safety and Health Act) has established regulations for occupational exposure to blood borne pathogens. The purpose is to eliminate or minimize occupational exposure to Hepatitis B Virus (HBV), Human Immune Deficiency Virus (HIV), and other blood borne pathogens. The Center for Disease Control recommends the following procedures to protect associates from HBV and HIV infections. These procedures should be followed at all times, using equipment issued by your manager:

- Use rubber gloves where blood, blood products, or body fluids will be handled.
  - Use gowns, masks, and eye protection for procedures that could involve splashing or splattering of blood or body fluids.
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- Use pocket masks, resuscitation bags, or other ventilation devices to resuscitate a guest/associate to minimize exposure that may occur during mouth-to-mouth resuscitation.

If you find hypodermic needles, bloody linen, or any other item contaminated by body fluids, you must remember to do the following:

- Do not touch the items contaminated by blood or body fluids.
- Call Security to handle the contaminated items.

### **OSHA HAZARD COMMUNICATION STANDARD**

All associates are required to be familiar with the chemicals they use in their daily work. This includes knowing the correct safety procedures and equipment for the proper handling of these chemicals and associated equipment. This information can be found on the Material Safety Data Sheets maintained by the building.

If you have to use any chemicals, you must first receive formal training in their safe use. Please see your department manager for training.

### **SAFETY COMMITTEE**

The Safety Committee works to discover hazards devise methods of preventing potential problems and provide ongoing safety training. These meetings are held once a month to create action plans which keep our building safe. We encourage your participation and safety suggestions.

### **JOB SAFETY POLICY**

In order to create and maintain a safe work environment, the following procedures are listed below:

#### **How to Prevent Fires:**

1. Observe smoking rules and remind others to do the same.
2. Inspect your work area and equipment frequently. Report unsafe conditions.
3. Avoid piling trash and other flammables. Keep fire exits clear.
4. Use extra caution around gas, flammables and oxygen equipment.
5. If you notice a fire, notify the Security Department of its location.

#### **Types of Extinguishers**

Class A - For wood, paper, textile fires

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Class B - For flammable liquids and gas fires

Class C - For Electrical fires

Note: Some extinguishers are for more than one class of fire

### **How to Prevent Accidents resulting from Lifting**

1. Examine the object to determine if it can be lifted. Make sure the object is not too heavy or too clumsy.
2. Stand close to object with feet apart for balance. Make sure footing is secure.
3. Bend at the knees. Keep back straight as possible.
4. Get a good grip and keep weight close to your body.
5. Lift gradually. Straighten knees and stand. Use leg muscles. Avoid jerky motions.
6. Try team lifting if it's too much to handle alone – GET HELP.

### **How to Prevent Accidents from Carrying:**

1. Keep the load close to your body.
2. Avoid twisting your body. Change direction by moving your feet.
3. Don't change grip while carrying the load.
4. Face the spot on which the load will rest.

### **How to Prevent Accidents resulting from Pushing and Pulling**

1. Get a good grip on the object, hands inside handles.
2. Keep your back straight as possible.
3. Brace your feet for maximum leg power.
4. Bend knees to get the best use of body weight.

### **How to Prevent Slips and Falls**

1. Pick up everything spilled or dropped on the floor. Liquids, paper, even flower petals can be dangerous.
  2. Pull wheeled vehicles through doorways so you can lead the way and see where you are going.
  3. Use handrails for extra support when going up or down stairs.
  4. Keep carts out of the way so they won't create obstacles to others.
  5. Be alert for anything that's in the path of traffic or that makes walking hazardous.
  6. Avoid groping in the dark; report all burned out or missing lights.
  7. Use a stepladder for out-of-reach things. Chairs, crates and other makeshift items cause trouble.
  8. Watch your step. Don't read while walking; don't obstruct your vision with high
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loads

9. Walk, don't run.
10. Watch those shoestrings. Flares, cuffs that are too long, leather heels and untied shoes, can cause falls.
11. Wear sensible shoes with non-skid soles and moderate-height rubber heels.
12. Never, under any circumstances, leave articles on stairs or in a passageway.

### **How to Prevent Cuts & Punctures**

1. Sharp objects should be wrapped in cloth or paper before you transport them; store in a separate place.
2. Don't try to catch a sharp object or breakable item; if it falls, let it fall. Then pick it up or sweep up the pieces.
3. Wastebaskets may contain broken glass or other sharp objects. Don't reach in while emptying.
4. Broken glass is a common danger on kitchen floors. Sweep it up and promptly dispose of it in proper receptacle.
5. Use scoops or gloves, as required, to handle chemicals, hot materials, sharp objects, etc.
6. Catching fingers in doors and drawers is an ever present danger, so be sure to use the handles.

### **How to Prevent Machine Accidents**

1. Know how to correctly operate any machine you use. Read instructions for maintenance and repair.
2. Turn machines off while adjusting them, before applying flammable solutions, and whenever you leave them unattended.
3. Watch your clothing. Loose sleeves, hair, belts, ties, key chains, etc. are dangerous around machines with moving parts.
4. Operate machines within their speed and capacity limits. Never operate a machine without authority.
5. Be sure mechanical guards are in place every time you use a machine. If you remove a guard, replace it before you turn on the switch.
6. Wear safety gear if the job requires safety glasses, ear plugs, gloves, etc. WEAR THEM.

### **How to Prevent Electrical Accidents**

1. Inspect cords. See that no plugs or insulation areas are broken. Keep cords away from rough, sharp, hot or greasy surfaces.
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2. Make sure the plug is grounded. All equipment should have 3 prong plugs or be insulated.
3. Be alert for trouble signs. If a machine overheats, smokes or sparks, or if you feel a slight shock, unplug it and notify your immediate supervisor.
4. Water plus electricity equals trouble. Don't touch electrical equipment if you are in or near wet spots.

**ASSOCIATES ARE REQUIRED TO SIGN AND COMPLY WITH THE HOTEL'S  
INFORMATION, TECHNOLOGY, SECURITY POLICY AND ASSIGNMENT  
AGREEMENT**

It is the policy of the Hotel to remain competitive, better serve our guests and provide associates with the tools they need to perform their jobs. The Hotel provides associates with forms of electronic systems and services including, but not limited to, computers, e-mail, hand held device, voice mail, fax machines, external electronic bulletin boards, wire services, intranet, Internet and the World Wide Web.

All electronic systems and services provided by the Hotel are considered Hotel property with the purpose to facilitate and support Hotel business. All computer users have the responsibility to use these resources in a professional, ethical and lawful manner.

**Assignment of All Intellectual Property Rights Related to Employment**

In the course of employment with the Hotel, you may be required to develop or improve programs, spreadsheets, data bases, security systems or configurations of hardware and software systems ("Samples of Intellectual Property"). In return for the compensation you receive as an associate, you agree that the Samples of Intellectual Property and any other intellectual property rights you might otherwise enjoy whether otherwise protected under applicable patent, copyright or other intellectual property rights under common law and that are developed, designed or improved during the course and scope of your employment or are derived from information, data or knowledge gained by you during your employment (the intellectual property rights described in this sentence including the Samples of Intellectual Property, collectively, the "Employment Related IP Rights") are the exclusive property of the Hotel and, by your signature below, assign all of the Employment Related IP Rights to the Hotel. You also agree to execute any further form of assignment of the Employment Related IP Rights to the Hotel as may be required or desired by the Hotel to perfect and enforce the assignment of the Employment Related IP Rights whether during or after your employment with the Hotel. These newly developed or improved products are the exclusive property of the Hotel.

The Hotel computer which you use for work purposes including all software, data or messages that you enter, create, receive or transmit on these systems at any time, are and shall remain the property of the Hotel and your signature below constitutes your acceptance of the Assignment Agreement of all Employment Related IP Rights as defined above.

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## **Prohibited Communications**

You are prohibited from using the Hotel's electronic systems to knowingly transmit, retrieve or store any communication that is:

- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit or pornographic;
- In violation of the Hotel's no solicitation/no distribution policy including chain letters of all kinds;
- In violation of any license governing the use of software; or,
- Engaged in for any purpose that is illegal or contrary to the Hotel's policies or business interests.

Nothing in this Policy should be construed to limit associates' rights to engage in any legally protected concerted activity, either with co-workers or others, or any other rights provided under the National Labor Relations Act or other applicable law.

## **Personal Use**

The computers, electronic systems and services provided by the Hotel are for business use only. Limited, occasional or incidental use of electronic systems (sending and receiving) for personal, non-business purposes is understandable and acceptable and all such use should be done in a manner that does not negatively affect the systems' use for business purposes. Associates are expected to demonstrate a sense of responsibility and not abuse this privilege.

## **Access to Associate Communications**

Generally, electronic information created and/or communicated by an associate using e-mail, word-processing, utility programs, spreadsheets, voicemail, telephones, Internet and bulletin board access, and similar electronic media is not reviewed by the Hotel; however, the following conditions should be noted:

The Hotel does routinely gather logs for most electronic activities or monitor associate communications directly, e.g., telephone numbers dialed, sites accessed, call length and time at which calls are made for the following purpose:

1. Cost analysis;
  2. Resource allocation;
  3. Optimum technical management of information resources; and
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4. Detecting patterns of use that indicate associates are violating the Hotel's policies or engaging in illegal activity.

The Hotel reserves the right, at its discretion, to review any associate's electronic files and messages to the extent necessary to ensure electronic systems and services are being used in compliance with the law, this policy and other Hotel policies.

Associates should not assume that electronic communications are completely private. Accordingly, if you need to transmit sensitive information, other means should be used.

## **Software**

To prevent computer viruses from being transmitted through the Hotel's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through the Hotel may be downloaded. Associates should contact the system administrator if they have questions.

## **Security/Appropriate Use**

Associates must respect the confidentiality of other individual's electronic communications. Except in cases in which explicit authorization has been granted by Hotel management, associates are prohibited from engaging in or attempting to engage in:

1. Monitoring or intercepting the files or electronic communications of other associates or third parties;
2. Hacking or obtaining access to systems or accounts they are not authorized to use;
3. Using other people's log-ins or passwords;
4. Breaching, testing or monitoring computer or network security measures; and
5. Downloading files from any unknown source.

No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic systems and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to other companies' or individuals' materials must

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respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

## **Encryption**

Associates can use encryption software supplied to them by the systems administrator for purposes of safeguarding sensitive or confidential business information. Associates who use encryption on files stored on a Hotel computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all passwords and/or encryption required to access the files.

## **Participation in Online Forums**

Associates should remember that any messages or information sent on Hotel-provided facilities to one or more individuals via an electronic network – for example, Internet mailing lists, bulletin boards and online services – are statements identifiable and attributable to the Hotel.

The Hotel recognizes that participation in some forums may be important to the performance of an associate's job. For instance, an associate might find the answer to a technical problem by consulting with members of a group devoted to the technical area.

## **Violations**

Any associate who abuses the privilege of their access to e-mail or the Internet in violation of this agreement or otherwise violates this agreement may be subject to corrective action including termination of employment, legal action and criminal liability.

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## **HOTEL DEPARTMENTS:**

**ACCOUNTING:** Provides and maintains records of assets, liabilities and financial transactions of the Hotel.

**ATTACHE:** Serves as the “hub” of guest services: provides our guests with meticulous pre-arrival attention and assistance by determining the guests’ preferences; coordinates needs of in-house guests (extra pillows, future reservations, repair of equipment, etc.) with all other departments; handles messages, faxes, and packages for guests.

**BUSINESS CENTER:** Provides copying, fax, and secretarial services or any other administrative support for guest usage.

**CONCIERGE:** Assists Hotel guests with restaurant reservations, spa appointments, transportation requirement, recommending places to see and visit, obtaining tickets to special events, etc.; handles any request a Hotel guest may have by relying on an extensive list of personal contacts with various local merchants and service providers.

**EXECUTIVE OFFICE:** Oversees all building operations and department functions; acts as liaison with Hotel guests; represents the Hotel to all outside entities.

**ENGINEERING:** Operates and maintains building equipment and systems and is responsible for all mechanical and technical conditions of the Hotel.

**FITNESS CENTER:** Provides a well-maintained, up-to-date Fitness Center and Spa for the use of guests only (no outside memberships). Facilities and services include an aerobic and weight room, massage services and spa treatments, personal trainers, accompanied roller-blading, biking and jogging, fitness evaluations, and nutritional counseling.

**FRONT OFFICE:** Manages the guest registration process, including verifying all guest information, providing the appropriate accommodations, establishing credit and assuring the accuracy of the guest’s account; maintains a welcoming presence in the Hotel lobby.

**FRONT SERVICES:** Provides a welcoming presence at the front drive; opens the door for the Hotel guests and assists them with their luggage and requirements for public transportation; handles luggage delivery and pick up to and from the guest room; provides hotel and room orientation for all Hotel guests.

**HOUSEKEEPING:** Provides immaculately clean guest suites, adding touches of

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luxury with flowers, robes and slippers, and specially designed amenities in each room, as well as fine china, crystal and silver; ensures the plentiful supply of all amenity items and keeps the guest floors and public areas in order.

**HUMAN RESOURCES:** Manages recruitment, benefits administration, training and quality standards, labor relations, and the coordination of associate activities.

**MIS (MANAGEMENT INFORMATION SYSTEMS):** Manages the automated systems and interfaces needed for normal hotel operations; gives systems support to departments to ensure an efficient and effective flow of information.

**PURCHASING:** Buys and receives all supplies necessary for the operation of the Hotel.

**RESERVATIONS/PBX:** Books all room reservations; receives and handles all incoming phone calls, takes and distributes guest messages; executes wake-up calls, and responds to emergency situations.

**SALES & MARKETING:** Promotes and books business for Hotel; ensures the Hotel operates at maximum occupancy; coordinates advertising, and all associated promotions.

**SECURITY:** Establishes, promotes and maintains the Hotel's security, property protection and safety programs.

**UNIFORM ROOM:** Provides each associate with a clean, pressed uniform on a daily basis; repairs garments and ensures a sufficient inventory of sizes.

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## Associate Acknowledgment and Agreement

By signing below, you are acknowledging that:

- a. You have read and understand the Hotel's Electronic Systems Policy and Assignment Agreement;
- b. Your Hotel computer and files may be inspected and searched at any time under the terms set forth above;
- c. You must comply with all of the standards set forth above in order to use Hotel computers, Hotel software and Hotel e-mail systems; and
- d. That if you do not comply with all of these standards set forth by this entire document, your access to Hotel computers, Hotel software and Hotel e-mail may be revoked and you may be subject to corrective action up to and including termination of employment.

I,

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DO HEREBY CERTIFY THAT:

I have read, understand and will comply with this the Hotel's Information Systems/Security Policy and Assignment Agreement.

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ASSOCIATE PRINTED NAME

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ASSOCIATE SIGNATURE

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DATE

(Sign and return to Human Resources Department.)

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## **ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**

I have received today a copy of the Hotel's Associate Handbook, which contains management guidelines only. The Hotel shall have the maximum discretion permitted by law to interpret, administer, change, modify or delete all rules, policies and benefits at any time. However, no statement or representation by a supervisor or manager, whether oral or written, can supplement or modify this handbook. Changes or modifications in the guidelines will be made in writing by designated Hotel management.

Since the hospitality industry is a dynamic environment and changes often are required, I understand that neither this handbook nor any other communication by a management representative, whether oral or written, is intended in any way to create a contract of employment. Since employment with the Hotel is voluntarily entered into, I am free to resign at any time and the Hotel may terminate my employment with or without notice, liability or cause.

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ASSOCIATE PRINTED NAME

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ASSOCIATE SIGNATURE

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DATE

(Sign and return to Human Resources Department.)

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