OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

TRUMP RUFFIN COMMERCIAL, LLC,	**Case No. 28-CA-149979**
D/B/A TRUMP INTERNATIONAL	**28-CA-150529**
HOTEL LAS VEGAS,	**28-CA-155072**
	28-CA-156304
and	**28-CA-156719**
	28-CA-157883
LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, AFFILIATED WITH UNITE HERE INTERNATIONAL UNION.	

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GENERAL COUNSEL EXHIBITS

Place: Las Vegas, Nevada

Dates: December 10, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
7227 N. 16th Street #207
Phoenix, AZ 85020
(602) 263-0885

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliated with UNITE HERE INTERNATIONAL UNION, Petitioner, v. TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS Respondent,.	Case 28-CA-149979 28-CA-150529 28-CA-155072 28-CA-156304 28-CA-156719 28-CA-157883

RESPONDENT'S PETITION TO REVOKE SUBPOENA *DUCES TECUM*

Pursuant to Section 102.31(b) of the National Labor Relations Board's Rules and Regulations, Respondent Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas ("Hotel" or "Respondent") hereby petitions to revoke Subpoena *Duces Tecum* No. B-1-OZVHQX ("Subpoena") addressed to "Custodian of Records" as requested by Judith E. Dávila, Counsel for General Counsel. (Exhibit A). The Subpoena, consisting of fifty-seven numbered Requests, not including discrete subparts, was issued on November 3, 2015 and served on Trump's counsel at 4:55 p.m. PST on Tuesday, November 3, 2015. For the reasons stated herein, the Regional Director should revoke or modify the Subpoena.[1]

APPLICABLE LEGAL STANDARD

The General Counsel ("GC") possesses authority to subpoena evidence "that relates to any matter under investigation or in question," 29 U.S.C. § 161(1), but "[t]he subpoena must be

[1] The Hotel reserves the right to supplement and/or modify its objections.

GC 1(w)

6C11(w) RECEIVED ✓ REJECTED_____

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for a legitimate purpose, the inquiry in question must be reasonably related to the purpose, and the demand for information must not be overly broad, indefinite or otherwise unreasonable." *NLRB v. U.S. Postal Serv.*, 790 F. Supp. 31, 34 (D.D.C. 1992). Section 102.31(b) of the Board's Rules and Regulations provides that:

> The administrative law judge or the Board, as the case may be, shall revoke the subpoena if in its opinion the evidence whose production is required does not relate to any matter under investigation or in question in the proceedings or the subpoena does not describe with sufficient particularity the evidence whose production is required, or if for any other reason sufficient in law the subpoena is otherwise invalid.

"[S]ection (11)(1) [of the Act] is not intended as a complete and inclusive catalogue of all grounds upon which a Board subpoena may be revoked." *NLRB v. Interstate Builders, Inc.*, 351 F.3d 1020, 1028-29 (10th Cir. 2003). *See also Drukker Commc'ns, Inc. v. NLRB*, 700 F.2d 727, 730 (D.C. Cir. 1983) ("Although the statute explicitly permits the quashing of subpoenas only for irrelevance or lack of particularity, it does not explicitly exclude other grounds.").

Indeed, the Board in *Brinks, Inc.*, 281 NLRB 468 (1986), held that the Federal Rules of Civil Procedure should serve as guidance to determine "any other reason sufficient in law" to revoke a subpoena, including for the reasons set forth in Federal Rule of Civil Procedure 26(c)(1) – *i.e.*, annoyance, embarrassment, oppression, or undue burden or expense. Also, the Board has held that "other reasons" for revocation include, but are not limited to, the vagueness and/or overbreadth of the Requests. *See U.S. Sec. Assocs.*, Case No. 22-CA-63206, 2012 NLRB LEXIS 3 (Jan. 3, 2012); NLRB Division of Judges Bench Book § 8-330 (an ALJ "must balance the relevancy and need for the information against the potential cost and burdensomeness of its production in the form requested").

GENERAL OBJECTIONS

I. The Subpoena Amounts to Nothing More Than a Fishing Expedition for the Purpose of Harassment and is an Abuse of Administrative Processes

This Subpoena is nothing more than a fishing expedition in a desperate attempt to support the GC's non-specific and vague Complaint allegations, which the Region should have dismissed at the administrative charge stage. The Supreme Court has warned against "fishing expeditions" by federal agencies: "It is contrary to the first principles of justice to allow a search through all the respondent's records, relevant or irrelevant, in the hope that something will turn up." *FTC v. American Tobacco Co.*, 264 U.S. 298, 306 (1924). *See also Interstate Builders, Inc.*, 334 NLRB 835, 841 (2001) (granting petition to revoke subpoena because "most of the material sought was too speculative in nature and . . . was a fishing expedition type of subpoena").

The Subpoena consists of no less than fifty-seven numbered paragraphs, many of which contain a number of discrete subparts, and contains a host of overbroad and unduly burdensome Requests for documents unrelated to the Complaint allegations or any related issue in this case. Far from being drafted "as narrowly and specifically as is practicable," *See* NLRB Man. Part I § 11776, the Requests unreasonably encompass every physical piece of paper and electronic document that is or has been in the Hotel's possession since January 1, 2013, including "all drafts and non-identical or distribution copies." (Exh. A, Instructions ¶¶ E, I, K, M-N, P). The GC has not, and cannot, demonstrate the relevance of such a vast swath of documents nor should the Respondent be required to incur the time and expense necessary to cull the untold thousands of documents these Requests encompass. To that end, this Subpoena is an abuse of the administrative process and should be revoked.

II. The Subpoena is Overbroad as to the Time Period Covered

The Respondent also objects to the overbroad time period covered by the Subpoena, which seeks documents and information from January 1, 2013 to the present. (Exh. A, ¶ E). These Requests seek irrelevant information and documents from over two-and-a-half years prior to any alleged non-rule misconduct raised in the Complaint (February 2015) and well beyond the expiration of the applicable statute of limitations period. Indeed, the Union filed the first of its charges in April 2015, such that any request for information prior to October 2014, at the latest, is irrelevant to the allegations.

Moreover, these Requests also are overbroad and unduly burdensome to the extent they seek documents regarding the Hotel Housekeeping Department's policies and practices prior to the time Housekeeping Director Magana assumed that role in February 2014. The Requests' temporal parameters further demonstrate that the Subpoena is nothing more than an improper fishing expedition for documents dating well before the relevant time period, and is not tailored to avoid oppression and harassment. *See* NLRB Man. Part I § 11776.

III. The Subpoena Was Issued Long After the Date Encouraged By the ALJ

At the pre-trial conference held on Tuesday October 27, 2015, ALJ Laws strongly encouraged the parties to issue any document subpoenas on or before Friday, October 30, to allow the parties sufficient time to respond, seek to resolve any disputes, and avoid spending time at hearing addressing discovery issues. Despite the ALJ's clear instruction, the GC sat on its hands and issued this entirely overbroad and harassing Subpoena at the close of business on Tuesday, November 3rd, one week after the pre-trial conference and four days after the ALJ requested the parties issue any subpoenas.

The purpose of the GC's delay tactic is obvious -- to distract Respondent from preparing its case and to redirect valuable time and resources to responding to an absurdly overbroad and

oppressive document request. The GC's tactics are inappropriate and unworthy of its position, and are pertinent to consideration of the propriety of the Subpoena.

IV. The Privilege Log Requested is Unduly Burdensome

The Subpoena's instructions provide that, "[i]f any of the requested documents in whole or in part cannot be produced because they are deemed privileged or otherwise subject to protection as trial preparation material, then provide a separate privilege log that describes the nature of the document not produced or disclosed in a manner that, without revealing the information itself privileged or protected, will enable the assessment of the applicability of the privilege or protection." (Exh. A, Instructions ¶ R). This is absurdly oppressive and unnecessary to the needs of the case. Here, the Subpoena's overbroad and vague Requests unreasonably encompass untold thousands of privileged documents to which the GC is not entitled. *See, e.g., Patrick Cudahy, Inc.*, 288 NLRB 968, 974 (1988).

Thus, the Subpoena would require the Respondent to not only cull the myriad documents arguably responsive to the GC's Requests, but to expend an unreasonable amount of time and expense reviewing such documents for privilege and preparing a privilege log with a limited number of days to prepare for trial solely for the GC's convenience. Such a Request is improper and warrants that the Subpoena be revoked.

V. The Request for Electronic Discovery is Unduly Burdensome

The Subpoena is also overbroad and unduly burdensome to the extent its request for Electronically Stored Information ("ESI") requires the Respondent to expend unreasonable amounts of time and incur substantial costs to comply with the Subpoena's generally overbroad Requests. Indeed, most of the Requests seek "any," "each," and "all" responsive documents, which encompasses both paper files and ESI. The ESI portion alone requires collecting, searching and reviewing the emails and other electronic files of hundreds of employees over an

overbroad multi-year period. These Requests also require the Company to manually review the personnel files of hundreds of current and former employees. The aggregate effect of the Requests is to essentially force the Respondent review each and every paper file, as well as all emails and other electronic documents generated since the beginning of 2013. The disruption to the Hotel's business would be immense, and would bear no rational relationship to the issues in the Complaint and the needs of the case. No Board precedent justifies this type of Subpoena.

Compliance could take hundreds of hours with untold costs to the Respondent. (Exh. B, Affidavit of Jeff Peterson ¶¶ 23-35) ("Peterson Aff."); (Exh. C, Affidavit of Brian Swepston ¶¶ 7-15) ("Swepston Aff."). Without question, a party's normal business operations are disrupted when it would take a large number of person-hours to comply with a subpoena. *See, e.g., SEC v. Brady*, 238 F.R.D. 429, 438 (N.D. Tex. 2006) (subpoena quashed where company estimated that it would take 226 hours to review the hard copy files for responsiveness and privilege and 16,111 hours to review the electronic data for responsiveness and privilege); *Flatow v. Islamic Republic of Iran*, 202 F.R.D. 35, 37 (D.D.C. 2001) (quashing subpoenas issued to two company-defendants where the court found that to comply with the subpoena would take one company 885 person-hours (111 eight-hour days) and the other approximately 335 person-hours (42 eight-hour days)). This massive investment of time and resources would create a serious and unreasonable burden on the Respondent and grind its regular business operations to a halt.

The Company has already provided hundreds of pages of documents to the Region during its investigation that are directly related the Complaint allegations. This is more than sufficient to meet an employer's obligation under the Act. The burden of producing the documents at issue here vastly outweighs the relevancy and necessity of the information at issue. Accordingly, the Company's Petition should be granted in full.

VI. Subpoena Seeks Data Regarding Separate Companies.

The Subpoena's overly broad, boilerplate instructions define the "Respondent" to include "subsidiaries, affiliates, and related entities." *See* Exh. A, Instructions ¶ A. The Subpoena should be revoked to the extent that it seeks information from any such separate enterprises.

As the Subpoena acknowledges, the only facility which is a subject of the complaint is the "Trump International Hotel located in Las Vegas, Nevada." *Id.* ¶ B. The Trump International Hotel in Las Vegas is owned by Respondent Trump Ruffin Commercial LLC. (Peterson Aff. ¶ 2). Accordingly, information with respect to any enterprise other than Trump Ruffin Commercial LLC d/b/a Trump International Hotel Las Vegas has no bearing on the Complaint. *Id.*

Ensnaring separate entities -- which are related in some way -- in the Subpoena when they lie outside the Complaint -- not to mention the applicable Charge, which names only Trump Ruffin Commercial LLC -- embodies all of the evils which the Board's Rules and Regulations, procedural manuals, and decisions (and those of the courts) warn against: lack of relevance, overbreadth, oppression, undue burden, and avoidance of fishing expeditions. *See supra. See also Indiana Metal Products*, 189 NLRB 606, 610 (1970) (subpoena quashed where related but separate entities not within scope of Complaint, and no showing that related entities had control over policies and actions in question); *NLRB v. Fant Milling Co.*, 360 U.S. 301, 308-309 (1959) (noting that, while the Board has reasonable latitude to investigate alleged unfair labor practices in a manner that may go beyond "the precise particularizations of a charge," it does not have "carte blanche to expand the charge as [it] might please, or to ignore it altogether.") (citation and footnote omitted). Accordingly, the Subpoena should be quashed to the extent it seeks documents from any entity other than the Hotel.

VII. The Subpoena Should Be Revoked Because It Seeks Irrelevant Information, It Is Overbroad, And It Is Unduly Burdensome.

The NLRB's Rules and Regulations provide that a subpoena shall be revoked if it seeks the production of documents that do not relate to any matter in question, if it does not describe with sufficient particularity the evidence whose production is required, or for any reason sufficient in law. 29 C.F.R. § 102.31(b); *see also*, NLRB Man. Part I § 11774 ("The [...] documentary evidence sought by enforcement of a subpoena must be relevant to the matter under investigation or in question before the Board."). In general, the Subpoena here seeks irrelevant information and is overbroad, burdensome, vague, and ambiguous. Therefore, under the Board's own Rules, the Respondent's Petition to Revoke should be granted.

SPECIFIC GROUNDS FOR REVOCATION[2]

Request No. 1

Subpoena Request No. 1 asks for:

> *Organizational charts and all other documents that show Respondent's managerial structure, hierarchy or chain of command for Respondent's facility during the period covered by this subpoena, including documents that show any changes to the reporting protocols and chain of command.*

Respondent states that Request No. 1 seeks documents not relevant to the Complaint and is overbroad, vague, and ambiguous. The Board's Case Handling Manual advises that "[a] subpoena duces tecum should seek relevant evidence and should be drafted as narrowly and specifically as is practicable. The use of the word 'all' in the description of records should be avoided wherever possible." NLRB Man. Part I § 11776; *see also Brink's Inc.*, 281 NLRB at 468-69. Contrary to this rule, Request No. 1 seeks "all" documents that "show Respondent's

[2] Each and every specific ground for revocation is made subject to the aforementioned General Objections, and the Respondent waives no such objections, regardless of whether such objections are stated in a particular response or there is no response given (other than the aforementioned General Objections).

managerial structure, hierarchy or chain of command for Respondent's facility . . . including documents that show any changes to the reporting protocols and chain of command governing the terms and conditions of employment" from January 1, 2013 to the present, regardless of the document's content are any relation to the issues in this case. Request No. 1 is neither narrowly drafted nor practicable. Any document listing the title of an employee would arguably fall within this Request's scope.

Respondent also objects to the extent Request No. 1 seeks organizational charts covering Hotel operations beyond the Housekeeping, Security, or Human Resources Departments. Notably, outside of allegations regarding specific policies, for which this Request is completely irrelevant, allegations of misconduct towards employees has all been directed at Housekeeping or Security Employees. All persons whose supervisory/agency status is in dispute reside within Housekeeping or Security. Thus, the only possible departments for which the "chain of command" may be relevant are Housekeeping, Security, or Human Resources Departments.

Further, Request No. 1's time frame of "the period covered by this subpoena, (January 1, 2013 to the return date of this subpoena) (Exh. A, Instructions ¶ E), clearly seeks irrelevant information and documents created or reflecting the Hotel's organizational structure no less than two years prior February 2015, the first alleged incident in this Complaint of any alleged improper employer responses to union activity at the premises. Thus, Request No. 1's own temporal parameters show that it seeks irrelevant documents. In fact, such a Request appears to be nothing more than a "fishing expedition," which the Board has rejected. *See* NLRB Man. Part I § 11776. Subject to and without waiving these objections, Respondent will produce those organizational charts it has for Housekeeping, Human Resources, and Security from February 2015 to present.

Request No. 2

Request 2 seeks:

> *Documents, including, but not limited to, job descriptions, appraisals, bulletins and memoranda, showing the job title, general and specific duties, authority, responsibilities, wages, hourly wage rates or salary, fringe benefits and work schedules of the below listed individuals, including any changes or amendments thereto, and the dates of such changes.*
>
> *a. Christina Keeran;*
> *b. Oliva Green; and*
> *c. Danny Slovak*

Request No. 2 seeks confidential documents not relevant to the Complaint and is overbroad, unduly burdensome, vague, and ambiguous.

Again, "a subpoena duces tecum should seek relevant evidence and should be drafted as narrowly and specifically as is practicable. The use of the word 'all' in the description of records should be avoided wherever possible." NLRB Man. Part I § 11776; *see also Brink's Inc.*, 281 NLRB at 468-69 (1986). The GC's Request for documents "showing" the job title, general and specific duties, authority, responsibilities, wages, hourly wage rates or salary, fringe benefits and work schedules" for the identified individuals is entirely vague and fails to describe with sufficient particularity the information requested. A countless number of documents can be considered to "show" such information and Respondent cannot be required to guess as to which ones the Board desires, particularly given the disconnect between the issues in this case and the Subpoena's requested information. This Request is not at all specific.

Moreover, this request is completely overbroad and burdensome. Given its scope, it arguably would encompass every document in Respondent's possession in which these employees or their job titles appear, and any document ever referencing any functions of their job. This Request would require a massive search for documents, not to mention review of same for responsiveness, and would produce nothing of any relevant value. Moreover, the Request

improperly seeks confidential employee information, including medical/health information, social security numbers, financial information, other personal employee information. Not only is this data personal and confidential, it has no relevance at all to the allegations in this matter.

Indeed, the Request should be stricken on the grounds it seeks information not in dispute. The GC alleged and Respondent already **admitted** to the job titles of these employees. (Ans. 2nd Cons. Compl. ¶4). There can be no possible reason why the GC needs every single document setting for the job title of employees when that title is not a disputed issue.

This Request is also irrelevant to the extent it seeks documents tangentially "showing" the listed information regardless of the document's content. The Board requires that subpoenas be revoked if the evidence whose production is required does not relate to any matter under investigation or in question in the proceedings. *See, e.g. Graham-Windham Services to Families and Children, Inc.*, 312 NLRB 1199, 1209-10 (1993) (revoking broad subpoena as requesting irrelevant and burdensome information): *Howard Johnson Co.*, 250 NLRB 1412 n. 2 (1980) (affirming ALJ's revocation of subpoena on relevancy grounds).

Further, Request No. 2's time frame of "the period covered by this subpoena, (January 1, 2013 to the return date of this subpoena) (Exh. A, Instructions ¶ E), clearly seeks irrelevant information as allegations involving these employees did not begin until February 2015 for Green and Keeran (Ans. 2nd Cons. Compl. ¶ 5(c)-(d)) and June for Slovak (Ans. 2nd Cons. Compl. ¶ 5(m)). To the extent any of this requested information is relevant, it is only relevant to the extent it shows the status of these employees at the time of their alleged misconduct. The overbroad description and timeframe of the records sought make collection of documents unduly burdensome and unreasonably time-consuming for the Respondent. (Peterson Aff. ¶¶ 7-21, 35). Such a Request appears to be nothing more than a "fishing expedition," which the Board does

not permit. *See* NLRB Man. Part I § 11776. Subject to and without waiving these objections, Respondent will produce job descriptions, performance appraisals, schedules and pay sheets for the named employees for 2015.

Request Nos. 3-8

Request Nos. 3-8 again seek myriad personnel records, communications, and other confidential and irrelevant documents involving Keeran, Green, and Slovak and their relationship with the Respondent and other Hotel employees. These Requests are generally overbroad, unduly burdensome, vague and ambiguous, and are not reasonably calculated to lead to the discovery of admissible evidence.

Specifically, Request No. 3's Request for any documents "as will describe" the identified individual's "authority" with respect to employment actions involving other employees is entirely vague and overbroad, and fails to describe with sufficient particularity the information requested. To the extent the individuals possess such "authority" pursuant to their job duties, which they do not, nearly every document in the Hotel's possession that references Keeran, Green or Slovak or, for that matter, anyone else in those positions or the positions themselves could tangentially "describe" such authority or lack thereof. Respondent cannot be required to guess as to which documents the Board desires, particularly given the disconnect between the issues in this case and the Subpoena's requested information. *See, e.g. Graham-Windham Services to Families and Children, Inc.*, 312 NLRB at 1209-10; *Howard Johnson Co.*, 250 NLRB at n.2. Moreover, a review for such documents, given it could mean any document addressing the employees, their positions, or persons holding their positions would be unduly burdensome and ultimately produce nothing of value.

Similarly, Request No. 4's Request for "personnel records" which were "completed, reviewed, signed, initialed, and/or approved" by the identified individuals is entirely vague and

overbroad, and fails to describe with sufficient particularity the information requested. This Request covers nearly every document or "personnel record" -- or whatever that means beyond the specific examples provided -- that any of these individuals have ever laid eyes upon.

Request No. 5's Request for documents "showing communications" to and/or from the identified individuals "related to" the employment of "employees of Respondent" is entirely vague and overbroad, and fails to describe with sufficient particularity the information requested. The Subpoena does not even attempt to define "communication" nor can the Respondent be required to guess as to which documents "show" the "communications" sought.

Request No. 6's Request for documents "prepared" by the identified individuals that "describe" "conduct and/or performance of employees of Respondent" is entirely vague and overbroad, and fails to describe with sufficient particularity the information requested. This Request conceivably would require a review of the entire universe of documents that the individuals identified have come in contact with over the past two-and-a-half years to see if any describe conduct or performance. The Respondent cannot be required to guess as to which documents "that describe conduct and/or performance" of employees the Board desires, especially given the utter irrelevance of the request.

Request No. 7's Request for documents "showing" any "instance" where the identified individuals "evaluated," "made," "assigned," "recommended," or "granted" any of the listed items for "Respondent's employees" is entirely vague and overbroad, and fails to describe with sufficient particularity the information requested. This Request conceivably seeks the entire universe of documents related to these areas that the individuals identified have come in contact with over the past two-and-a-half years.

Request No. 8's Request for documents "drafted, typed, e-mailed, signed, or written" by any of the identified individuals "based in whole or in part on information provided or authorized by any of them" that "refer(s)," "shows," or "memorializes" any of the listed items for "Respondent's operations" or "employees" is entirely vague and fails to describe with sufficient particularity the information requested.

Subject to and without waiving these objections, Respondent will produce responsive job descriptions, performance appraisals, schedules and pay sheets for the named employees for 2015.

Request No. 9

Request No. 9 seeks

> *Documents, including, but not limited to, contracts, invoices, vouchers, bills, checks, and purchase orders, showing whether any of the individuals identified above in Item 2, obtained credit, authorized or made purchases, or entered into contracts on behalf of or as an agent of Respondent.*

Request No. 9 seeks documents not relevant to the Complaint and is overbroad, unduly burdensome, vague, and ambiguous. Whether any of the individuals has engaged in any of the listed activities is wholly irrelevant to any alleged supervisory status or the allegations in the Complaint. Moreover, the GC's Request for documents "showing" whether the identified individuals "obtained credit, authorized or made purchases, or entered into contracts on behalf of or as an agent of Respondent" is entirely vague and fails to describe with sufficient particularity the information requested. The Respondent cannot be required to guess as to which documents the Board desires, especially given the utter irrelevance to the issues in this case.

Request Nos. 10-11

Request Nos. 10 and 11 seek:

> *Documents showing directions, instructions, and/or communications to any of the individuals identified above in Item 2 related to activities of the Union at*

Respondent's facility, union activities of employees at Respondent's facility, and/or distribution of literature at Respondent's facility and *Documents related to activities of the Union at Respondent's facility, union activities of employees at Respondent's facility, and/or distribution of literature at Respondent's facility, which were completed, reviewed, signed, initialed, and/or approved by any of the individuals identified above in Item 2.*

Request Nos. 10 and 11 seek confidential documents not relevant to the Complaint and is overbroad, unduly burdensome, vague, and ambiguous. The GC's Request for documents "showing directions, instructions, and/or communications" and those "completed, reviewed, signed, initialed, and/or approved" by the identified individuals "related to" employees' "union activities" and or "distribution of literature" is entirely vague and fails to describe with sufficient particularity the information requested. If the Board is asking for communications issued to all employees regarding unions, such a request seeks irrelevant information outside the scope of the Company, as well as the underling Charges. The Respondent cannot be required to guess as to which documents the Board desires, especially given the utter irrelevance to the issues in this case. These Requests are also unduly burdensome.

In order to fully comply with this request, in addition to trying to find over two years or paper documents, it would have to pull thousands of electronic documents, and then review each and every one of them for responsiveness and privilege. (Peterson Aff. ¶¶ 22-35); (Swepston Aff. ¶¶ 9-15). To the extent only truly relevant documents (assuming any could be relevant) need be produced, Respondent would have to review for relevance as well. The Hotel would spend an inordinate amount of time and incur untold costs, which is a completely burdensome expectation given Respondent's need to prepare for hearing. (Peterson Aff. ¶¶ 22-35); (Swepston Aff. ¶¶ 9-15). Even if Respondent could easily and efficiently search and produce the two-and-a-half years of ESI responsive to these Requests, the result would be thousands of irrelevant and meaningless documents and a burdensome waste of all parties' time on the eve of hearing.

Respondent should not be expected to incur the inordinate amount of wasted time and expense for what amounts to nothing more than a fishing expedition.

Further, subject to the Respondent's General Objections, the time frame of Request clearly seeks irrelevant information and documents dating from no less than two years prior to any alleged union activity at the premises. Subject to and without waiving these objections, Respondent will produce responsive information.

Request No. 12

Request No. 12 seeks:

> *Employment applications, work histories, performance appraisals, disciplinary records, and other documents and communications that traditionally would be maintained in a personnel file or its equivalent for the individuals identified above in Item 2.*

Request No. 12 seeks confidential documents not relevant to the Complaint and is vague, and ambiguous. The GC's request for "[e]mployment applications, work histories, performance appraisals, disciplinary records," and "other documents and communications" that "traditionally" would be maintained in a personnel file "or its equivalent" for the identified is entirely vague and fails to describe with sufficient particularity the information requested. Respondent should not be required to guess which documents the GC believes are "traditionally" maintained in personnel files or what constitutes the "equivalent" of a personnel file. The Respondent also objects to the extent this Request seeks confidential employee information, including medical/health information, social security numbers, financial information, other personal employee information. Not only is this data personal and confidential, it has no relevance at all to the allegations in this matter. Subject to and without waiving these objections, Respondent will produce those portions of the personnel files it keeps for the individuals identified above in Item 2 that do not contain such personal and irrelevant data.

Request Nos. 13-17, 20

Requests 13-17 seek an overbroad array of irrelevant, vague, and privileged documents and information related to the Hotel's correspondence, contracts, filings, and other communications with third-parties, including "labor relations consultant(s), advisor(s), specialist(s), or persuader(s)," the "United States Department of Labor," "any Labor Relations Institute," and Request 20 seeks similar information from "any third-party."

First and foremost, this Request has absolutely nothing to do with the allegations of the Complaint and is thus completely irrelevant. Not a single allegation involves any third party retained by the Respondent. No agent of any third party is named in the Complaint nor has been accused or any wrongdoing in the Complaint. This is simply a naked attempt to obtain private information regarding Respondent's election campaign and strategy for purposes of interfering with Respondent's rights in presenting its opinions to its employees regarding whether or not unionization is in their best interests. This has nothing to do with the Complaint. Nor, for that matter, does a federal LM-10 report, much less any communications Respondent may have had with third parties who have not assisted with regard to the union organizing campaign. This Request simply has no relevance whatsoever to any Complaint allegation.

Moreover, this Request seeks privileged information. These Requests, on their face, seek documents related to subject to attorney-client privilege and work-product privilege to the extent the Respondent consulted with a law firm for legal services or advice. *Patrick Cudahy, Inc.*, 288 NLRB 968 (1988) ("We therefore revoke the General Counsel's subpoenas to the extent that they seek privileged communications.").

To the extent these Requests seek documents related to the Hotel's communications with non-attorney consultants or persuaders, besides the aforementioned irrelevance, such communications also are privileged no different than bargaining strategy communications should

be privileged. Not only are such Requests overly broad and oppressive, and in most respects have no conceivable relevance, they undermine fundamental policies of the Act.

The Act -- and, indeed, the First Amendment -- underscore that an employer has the right to communicate a wide range of views to employees regarding unionization. See 29 U.S.C. § 158(c). As the Supreme Court held in *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 617 (1969), Section 8(c) of the Act "merely implements the First Amendment." Similarly, the Act and the Board's decisions fully contemplate that a petitioning union and an employer may conduct robust campaigns to persuade employees of their position. *See, e.g., Midland National Life Ins. Co.*, 263 NLRB 127 (1982); 29 U.S.C. § 159.

It is both impermissibly chilling of a party's First Amendment and Section 8(c) rights, and too intrusive into a party's campaign strategy and confidential dealings with its labor advisors, to permit private materials in this area to be subpoenaed -- at least where information absolutely necessary to adjudication cannot be had through other, less destructive means. The potential for abuse is obvious. Using Board processes to access a party's sensitive labor strategy could give the other party a significant advantage in any further campaigning. Moreover, the release of such material intended only for internal deliberations is akin to compelled speech contrary to First Amendment tenets.

The situation is highly analogous to the Board's holdings in *Berbiglia, Inc.*, 233 NLRB 1476 (1977) and its progeny. There an employer sought to obtain "a wideranging examination of the Union's records." The ALJ, in a decision adopted by the Board, revoked the pertinent subpoenas, concluding that it would be "inconsistent with and subversive of the very essence of collective bargaining . . . If collective bargaining is to work, the parties must be able to formulate

their positions and devise their strategies without fear of exposure. This necessity is so self-evident as apparently never to have been questioned." *Id.* at 1495.

The same principle applies to election campaigning, another structural feature of the Act. Along these lines, "confidential employees" who assist and act in a confidential capacity to persons who formulate, determine, and effectuate labor relations policies are excluded from collective bargaining. *See, e.g., Waste Management de Puerto Rico*, 339 NLRB 262 (2003); *Ladish Co.*, 178 NLRB 90 (1969); *Chrysler Corp.*, 173 NLRB 1046 (1969). The Board plainly recognizes that an employer's labor relations strategies, deliberations, and communications are entitled to confidentiality. Only a specific, narrowly tailored, compelling need which cannot be met through other evidentiary sources should warrant overcoming this important interest. No such showing has been made here, and none is likely to be established.

In *Berbiglia*, the ALJ concluded that examination of witnesses was perfectly sufficient to address the issues encompassed by the "dragnet subp[o]enas." *Id.* at 1496. If Section 8(c)'s policies are to be vindicated, parties likewise "must be able to formulate their positions and devise their strategies without fear of exposure," especially where evidence presumably can be adduced by the questioning of witnesses under the ALJ's supervision. Thus, Request Nos. 13-17 and 20 should be revoked.

Request Nos. 18-19, 21

Request Nos. 18-19, and 21 apparently are designed to obtain any and all communications, documents and information related to communications between and among the Respondent's "officers, supervisors, and/or agents" (presumably without the third parties referenced in earlier Requests, for which we also object and restate here if the Requests are duplicative), any documents at all ever referencing the magic words "union," "unionization,"

"representation petition," "union organizing," or "pay and wage complaints." Request 21 further Requests any communications between Respondent and its employees regarding "unions."

First, the documents this Request seeks are irrelevant. What Respondent communicated among non-statutory employees is not at issue in this Complaint. What is at issue in this Complaint are a few rules -- whose legality is based on objective rather than subjective standards -- and some specific actions of specific individuals vis-à-vis other individuals. What may have been said to managers and other agents has no relevance to this Complaint. Nor for that matter are the communications issued to employees at all relevant. Not a single communication has been alleged to be violative of the Act, and not a single one is at issue in this Complaint. Other than to share these communications with the Union, fish for new violations, and harass Respondent, there is no purpose for such a request. Likewise, employee complaints about wages and benefits are not part of this Complaint and have no bearing on this case. This Request is completely irrelevant.

Second, this Request seeks privileged information. These Requests, on their face, seek documents related to subject to attorney-client privilege and work-product privilege to the extent the Respondent consulted with their in-house counsel. *Patrick Cudahy, Inc.*, 288 NLRB 968 (1988) ("We therefore revoke the General Counsel's subpoenas to the extent that they seek privileged communications.").

Third, for the reasons set forth in Respondent's response to Request Nos. 13-17 and 20, which are incorporated herein by reference, these Requests seek documents related to the Hotel's internal communications regarding union organizing, besides the aforementioned irrelevance, such communications also are privileged no different than bargaining strategy communications should be privileged.

Fourth, this Request is a far cry from being drafted as narrowly and specifically as is practicable and is completely overbroad. The GC is not asking for documentation of specific communications relating to any of the alleged misconduct at issue, or for that matter, to communications regarding the alleged conduct involving the specific individuals accused. Instead, this is a pure fishing expedition seeking to obtain any and all documents in which Union is ever referenced.

Last and certainly not least, these Requests are also unduly burdensome. In order to fully comply with this request, in addition to trying to find over two years or paper documents, it would have to pull approximately 702,200 electronic documents, and then review each and every one of them for responsiveness and privilege. (Peterson Aff. ¶¶ 31-35); (Swepston Aff. ¶¶ 11-15). To the extent only truly relevant documents (assuming any could be relevant) need be produced, Respondent would have to review for relevance as well. This would take years, require the Hotel to incur untold costs, and is a completely burdensome expectation given Respondent's need to prepare for hearing. *Id.* Even if Respondent could easily and efficiently search and produce the two-and-a-half years of ESI responsive to these Requests, the result would be thousands of irrelevant and meaningless documents and a burdensome waste of all parties' time on the eve of hearing. Respondent should not be expected to incur the inordinate amount of wasted time and expense for what amounts to nothing more than a fishing expedition.

Furthermore, Respondent objects to the extent this Request requires the Hotel to improperly surveil or seek documents related to employees' protected activities. As written, Respondent would be required to pull all emails and communications addressing unions and the other items set for in Item 19, which would include searching all employee communications on this matter. Respondent -- and the union -- could thus be made privy to the private thoughts of

Hotel employees regarding unions. *See supra.* Not only does this have no relevance to the Complaint, it also interferes with employees' rights and placed the Respondent in the position of committing an unfair labor practice by complying with this request. Notably, Respondent is at a loss as to how it can search its entire database for the broad swath of union documents demanded by the GC without picking up emails by employees regarding unions. (Peterson Aff. ¶ 28).

Request No. 23

Request No. 23 seeks documents "as will show the names and addresses of facilities" at which employees were solicited to sign the "No Solicitation/Distribution on Property" policy, the "Confidentiality Policy," and the policy providing for immediate suspension and/or termination of employment of employees for "unauthorized removal or sharing of confidential Company information" appearing in Respondent's handbook.

First, this Request is irrelevant and outside the scope of the Complaint as well as the Charge. The Complaint at issue involves the Respondent, and Respondent's only facility is the Trump International Hotel Las Vegas. Moreover, Respondent already has admitted it issued its handbook to its employees. *See* Ans. 2nd Cons. Compl. ¶ 5(a). To the extent the same or similar policies, may also have been in effect at other companies during that time is entirely irrelevant to the issues presented in this case.

Second, Respondent objects to this Request to the extent the GC is seeking data from other companies that are not Respondent. Those entities are not parties to this case, and cannot be slipped in through sleight of hand. *See, e.g., Fant Milling Co.*, 360 U.S. at 308-309. Respondent has no control over those entities. (Peterson Aff. ¶¶ 2-5).

Request No. 24

Request No. 24 seeks employee agreements of confidentiality of business information that Respondent solicited employees to sign during the period from October 12, 2014 to date.

Respondent objects to this Request given it already has provided GC the policy at issue, and in its answer already has admitted it does solicit employees to sign an "Employee Agreement of Confidentiality of Business Information." *See* Ans. 2nd Cons. Compl. ¶ 5(a). To the extent the GC is seeking copies of each and every such agreement executed by employees such a Request is irrelevant for purposes of proving its case. Moreover, it unduly burdensome to require the Respondent to pour through each and every one of approximately 1500 personnel files of employees employed during this time period to search signed copies of said agreement. (Peterson Aff. ¶¶ 9-10); (Swepston Aff. ¶ 5).

Request No. 25

Request No. 25 seeks employee agreements of confidentiality that Respondent solicited employees to sign.

First, Respondent further objects to this Request as being irrelevant as it is outside of the scope of the present Complaint. Indeed, the Region investigated allegations regarding this policy and consciously decided **not** to raise this policy as part of its Complaint. As such, this Request is irrelevant.[3]

Second, even assuming the Request was relevant, to the extent the GC is seeking copies of each and every such agreement executed by employees such a Request is irrelevant for purposes of proving its case. Moreover, as it would require the Respondent to pour through each and every one of approximately 1200 personnel files of employees employed during this time period to search signed copies of said agreement, it is unduly burdensome as well.

[3] The GC recently has indicated a desire to amend the Complaint to raise this issue. The GC's motion to amend the Complaint at the last minute to add an allegation that was fully investigated and discarded by the moving Counsel for the GC should be denied.

Request No. 26

Request No. 26 seeks documents "as will show the names and addresses of facilities" at which employees were solicited to sign employee agreements of confidentiality of business information and/or employee agreements of confidentiality policies. For the reasons set forth in its response to Request No. 23, such a Request is irrelevant and outside the scope of the Complaint, and the GC is improperly seeking documents from other companies that are not Respondent.

Similarly, for the reasons set forth in its response to Request No. 25 Respondent also specifically objects to the Request as to employee agreements of confidentiality.

Request Nos. 27-29

Requests No. 27-29 seek documents "as will show" the policies and/or procedures relating to "employees, employee's skills and abilities, certification requirements, job performance, discipline, and violations or non-compliance of any such policies, including but not limited to copies of Respondent's employee handbook(s) and personnel reference manual(s);" "rules, regulations, guidelines, policies and/or procedures relating to a. job performance policy or rules; b. lay off procedures or rule; c. recall policy or procedures; d. transfer policy or procedures; e. disciplinary policy or rules; f. progressive discipline policy or rules; and g. staffing policy or procedures;" and any communications or correspondence between or among Respondent and its officers, supervisors and/or agents regarding or referencing any of the policies/rules set forth in Item 28, including every instance of enforcement and/or violation of such policies/rules.

Respondent objects to these Requests on the grounds that they are overly broad, unduly burdensome, seeking largely irrelevant information, and are not reasonably calculated to lead to the discovery of admissible evidence. First, Respondent objects to these Requests to the extent that the GC requests copies of Respondent's policies which the Respondent provided during the administrative charge phase and are currently in the GC's possession.

Second, Respondent's Requests are entirely vague and fail to describe with sufficient particularity the information requested. For example, Request Nos. 27 and 28 seek documents

"as will show" policies or procedures "relating to Respondent's employees," their "skills and abilities," "disciplinary policies or rules," and "job performance." Request No. 29 seeks "any" documents "regarding any" policy or rule referenced in Request No. 28 and "every instance or enforcement" of such rules and regulations. These Requests reasonably encompass every single document possessed by the Hotel touched by an employee -- in other words, basically almost every single document the Respondent possesses. The Respondent should not be required to guess as to which documents the GC actually seeks, particularly given the disconnect between the rules and policies requested and the issues in this case.

Third, because of that vagueness, this Request is clearly overbroad and unduly burdensome. Respondent cannot even begin to contemplate the universe of documents sought by this request, and the time it would take to collect, review for privilege and relevance, and produce each and every one of those documents. These Requests are neither narrowly drafted nor practicable. NLRB Man. Part I § 11776; *see also Brink's Inc.*, 281 NLRB at 468-69. At a minimum it would entail reviewing every one of some 1500 personnel files for discipline, transfers, promotions, performance reviews, layoffs, recalls, and discipline. (Peterson Aff. ¶¶ 9-10); (Swepston Aff. ¶ 5). Then it would entail having each and every one of its managers and supervisors and Human Resources personnel pull their files to see what they may have regarding the same, and to search its electronic databases basically for every personnel document. All of these would need to be reviewed for relevance to the Request and for privileged information. Needless, to say, such a review would take hundreds of hours and the expenditure of many thousands of dollars. (Peterson Aff. ¶¶ 7-35); (Swepston Aff. ¶¶ 5-15).

Fourth, these Requests, given its overbreadth, clearly seek the production of irrelevant data and data that would not in any way lead to the production of relevant evidence. There is no

reason or basis for the GC needing to know employee skills and abilities, much less discipline, of some 700 current and hundreds of former employees -- none of whom are party to anything in this Complaint other than certain handbook policies Respondent already has admitted are in effect. Nor is there any relevance to seeking policies and procedures outside of those alleged violative in the Complaint. This is not a case about recall, layoff, or transfers. There also can be no relevance to obtaining discipline and transfer information for employees and former employees who have nothing to do with the allegations set forth in the Complaint. What relevance is it to this case whether the pool attendant in the summer of 2013 was disciplined by his pool supervisor, or transferred, or recalled to work in 2014? None whatsoever.

Further, as underscored by the Respondent's General Objections, the time frame of Request clearly seeks irrelevant information and documents dating from no less than two years prior to any alleged union activity at the premises.

Notwithstanding its objections, to the extent Respondent has separate written policies regarding the items listed in Request No. 28 beyond what is in its handbook, it will produce them.

Request Nos. 44-49

Request Nos. 44-49 seek various personnel documents and communications related to Martha Guzman, her discipline and termination, and alleged union activities.

With regard to Request No. 44, in which the GC seeks "[e]mployment applications, work histories, performance appraisals, disciplinary records," and "other documents and communications" that "traditionally" would be maintained in a personnel file "or its equivalent," that Request is entirely vague and fails to describe with sufficient particularity the information requested. Respondent should not be required to guess which documents the GC believes are "traditionally" maintained in personnel files or what constitutes the "equivalent" of a personnel

file. The Respondent also objects to the extent this Request seeks confidential employee information, including social security numbers, etc., that has no relevance to this case. Notwithstanding its objections, Respondent will produce Guzman's official personnel file after redacting it for personal employee information.

Moreover, Respondent objects to Requests to Requests 45-49, requesting documents or communications that "relate to" Guzman's discipline and termination, the reasons for her discipline and termination, the Respondent's investigation of the same, or Guzman's alleged union activities on the grounds that those Requests too are vague and ambiguous. These Requests could reasonably encompass each and every document tangentially related to attendance or any arguable "union activity." Notwithstanding its objections, Respondent will produce those non-privileged documents Respondent believes are responsive given the Complaint and after redacting for any employee personal information.

Further, consistent with the Respondent's General Objections, the time frame of Request clearly seeks irrelevant information and documents dating from no less than two years prior to any alleged union activity at the premises – data well outside the statute of limitations.

Request No. 50

Request 50 seeks attendance calendars and other documents used to record information about attendance for individuals employed by Respondent. This Request is entirely vague as to the information the GC seeks. To the extent the GC simply seeks template forms used to track attendance, Respondent will produce copies. To the extent this is a Request for over two years of attendance records for every single Hotel employee, such a Request is completely overbroad, unduly burdensome, and seeks the production of irrelevant information.

Respondent would be required to compile the attendance records for over 1500 employees employed during this time period, as well as search for each and every document that

could arguably have been "used to record information about attendance." Respondent should not be required to incur the time and expense of responding to such a vague, overbroad, and altogether improper request. (Peterson Aff. ¶¶ 9-10, 35).

Request Nos. 51-53

Request Nos. 51-53 seek documents and communications related to the investigation, discipline, suspension, or discharge of Respondent's employees for excessive absenteeism, habitual tardiness, and/or the same or similar reasons as Martha Guzman, including the personnel files and other related information for each employee.

Respondent objects to these Requests on the grounds that they are overbroad, unduly burdensome, seek documents covered by the attorney-client privilege and/or work product doctrine, and are not reasonably calculated to lead to the discovery of admissible evidence. First, the Request clearly is overbroad and there is simply no possible relevance to any disciplinary records of employees outside of the Housekeeping Department and any discipline whatsoever prior to February 2014. Alejandra Magana, Ms. Guzman's Department Head who signed off on the termination, became Housekeeping Director in February 2014, and the Assistant Human Resources Director also signed off on her termination began working at the Hotel later in 2014. (Peterson Aff. ¶¶ 11-12). Discipline issued by other supervisors and human resources persons prior to that date is irrelevant, as is discipline of employees not falling under Magana's department.

The Request also seeks irrelevant information to the extent it seeks disciplinary information regarding managers. Guzman was neither a manager nor a salaried employee, thus her situation is not at all applicable to that of management. Any Requests regarding disciplinary or related materials of managers is overbroad and irrelevant.

Second, the Request is unduly burdensome. Whether it is every employee in the Hotel for the past two years, or limited to non-managerial housekeeping employees since Ms. Magana became Department Head, the Request apparently not only includes the discipline and materials kept in the ordinary course if the discipline is in an employee's file, but every single document -- electronic or paper -- that might reference the discipline or bear any relation to the discipline. This would require not only review each and every employee personnel file, but then search any and all other locations where there may he records related to attendance of the employees -- time records, notes of call offs, etc. -- and also doing electronic searches on all electronic documents mentioning any employee or attendance matters. This would be unduly burdensome. (Peterson Aff. ¶¶ 7-35); (Swepston Aff. ¶¶ 5-15). The Respondent should not be required to dedicate an unreasonable amount of time and resources scouring each of these employee's records for responsive documents.

Further, Request No. 52, which seeks "[e]mployment applications, work histories, performance appraisals, disciplinary records," and "other documents and communications" that "traditionally" would be maintained in a personnel file "or its equivalent" for any of the identified employees is entirely vague and fails to describe with sufficient particularity the information requested. Respondent should not be required to guess which documents the GC believes are "traditionally" maintained in personnel files or what constitutes the "equivalent" of a personnel file. Request No. 52 is also overbroad and unduly burdensome to the extent it requires the Respondent to compile personnel records for approximately 830 employees beyond the Hotel's Housekeeping Department or who were investigated or disciplined for attendance issues long before the Union began its campaign or even before Housekeeping Director Magana was employed at the Hotel. (Peterson Aff. ¶¶ 11-12). Request No. 52 also seeks confidential

employee and non-employee information, including medical/health information, social security numbers, *etc.*, which has absolutely no relevance to this case. Indeed, personnel files contain pay information, personal employee contact information, medical requests, performance appraisals, training certificates, etc. – none of which have any relevance to anything in this case. Even if limited to non-managerial Housekeeping employees, and further limited to actual personnel files, Respondent would need to pull and copy approximately 600 personnel files and review each and every page for purposes of relevance and privilege. Such a Request is unduly burdensome.

Subject to and without waiving these objections, Respondent will produce responsive the attendance-related disciplinary records of non-managerial housekeeping employees from February 2014 to October 31 2015.

Request No. 54

Request No. 54 seeks:

> *Employment applications, work histories, performance appraisals, disciplinary records, and other documents and communications that traditionally would be maintained in a personnel file or its equivalent for the following individuals: a. Celia Vargas; b. Eleuteria Blanco; c. Carmen Llarull; d. Rodolfo Aleman; e. Janet Vasquez; f. Iris Yanet; g. Ryan Aguayo; h. Jose Perez; i. Dora Rivera; j. Antonia de Lourdes Garcia; k. Maria Jaramillo; and l. Ofelia Diaz.*

The GC's Request for "[e]mployment applications, work histories, performance appraisals, disciplinary records," and "other documents and communications" that "traditionally" would be maintained in a personnel file "or its equivalent" for the identified is entirely vague and fails to describe with sufficient particularity the information requested. Respondent should not be required to guess which documents the GC believes are "traditionally" maintained in personnel files or what constitutes the "equivalent" of a personnel file. The Respondent also objects to the extent this Request seeks confidential employee information, including medical/health information, social security numbers, financial information, other personal

employee information. Not only is this data personal and confidential, it has no relevance at all to the allegations in this matter.

Moreover, Respondent objects to this Request to the extent it seeks personnel files of employees who are not named in the Complaint and thus are not at issue. Respondent sees no relevance to producing personnel records of Llarull, Aleman, Vasquez, Yanet, Aguayo, Perez, Rivera, Garcia, Jaramillo, and Diaz. The filing of a Complaint does not give the GC free reign to simply open any personnel files it wants to and disclose information about employees to the public.

Subject to and without waiving these objections, Respondent will produce those portions of the personnel files it keeps for the individuals identified above who are named in the Complaint which do not contain such personal and irrelevant data.

Request No. 55

Request No. 55 seeks:

> *Copies of all position statements submitted by Respondent or its counsel to the National Labor Relations Board, Region 28 (Region 28), including all attachments and documents submitted therewith, during the period from April 2015, to the present.*

Request No. 55 should be revoked on the ground that it seeks attorney work-product in the form of position statements and accompanying exhibits that the Hotel already provided to the Region in connection with various unfair labor practice charges filed by the Union. The Board has made clear that "the work product doctrine as reflected in Rule 26(b)(3) of the Federal Rules of Civil Procedure applies to unfair labor practice proceedings, and specifically to a position statement submitted by counsel . . . during the General Counsel's investigation." *Kaiser Aluminum*, 339 NLRB 829 (2003). Further, a party "does not waive the work product privilege by submitting such a position statement to the General Counsel." *Id.*

While *Kaiser Aluminum* specifically addressed the applicability of the work product doctrine to a charging party's position statement, its holding logically extends to position statements and work product of a respondent in an unfair labor practice investigation. *See e.g., UNITE HERE (Boyd Tunica, Inc.)*, 357 NLRB No. 14 (2011) (affirming ALJ who found "no logical reason why a position statement submitted by the lawyer for one party should be accorded the privilege but the position statement submitted by the lawyer for another party should not. Indeed, it would seem not merely asymmetrical but unfair for the position statement of one party's lawyer to be accorded the privilege but a similar statement from the other party's lawyer to be denied the privilege.").

Moreover, the GC cannot demonstrate any substantial need for the Respondent to produce its position statements and accompanying exhibits, given that they were filed with the Region during the administrative charge stage and are readily available to the GC already. *See Kaiser Aluminum*, 339 NLRB at 829.

Request Nos. 56-57

Request Nos. 56 and 57 seek documents Respondent relied upon as a factual basis for its denials and affirmative defenses provided in its Answer to the Second Amended Complaint. This Request is improper to the extent that it seeks privileged documents or communications or attorney work product. Subject to and without waiving these or the Respondent's General Objections, Respondent refers the GC to the documents submitted previously to the Region and those otherwise submitted in response to this Subpoena.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests that the Regional Director grant its petition to revoke the Subpoena and grant it all further appropriate relief.

November 10, 2015

Respectfully submitted,

TRUMP RUFFIN COMMERCIAL LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS

By its attorneys,

/s/ Ronald J. Kramer

Ronald J. Kramer
(rkramer@seyfarth.com)
Bryan R. Bienias
(brbienias@seyfarth.com)
SEYFARTH SHAW LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603
Telephone: (312) 460-5000
Facsimile: (312) 460-7000

William J. Dritsas
(wdritsas@seyfarth.com)
SEYFARTH SHAW LLP
560 Mission Street
Suite 3100
San Francisco, Ca 94105-2930
Phone: (415) 397-2823
Fax: (415) 397-8549

Attorneys for Respondent

CERTIFICATE OF SERVICE

I do hereby certify that I caused a true and correct copy of the foregoing RESPONDENT'S PETITION TO REVOKE SUBPOENA *DUCES TECUM* to be served upon the following, via the NLRB's e-filing system and email on this 10th day of November, 2015:

Nancy E. Martinez, Acting Regional Director (via e-file)
National Labor Relations Board
Region 28
2600 North Central Ave, Suite 1400
Phoenix, AZ 85004-3099

Cornele A. Overstreet, Regional Director (via e-file)
National Labor Relations Board
Region 28
2600 North Central Ave, Suite 1400
Phoenix, AZ 85004-3099

Judith E. Dávila, Field Attorney (via-file)
National Labor Relations Board
Region 28
2600 North Central Ave., Suite 1400
Phoenix, AZ 85004

Local Joint Executive Board of Las Vegas (via e-mail)
A/W Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700
kkline@unitehere.org'

Richard G. McCracken, Attorney at Law (via e-mail)
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-270
rmccracken@dcbsf.com

/s/ Ronald J. Kramer
Attorney for Respondent

EXHIBIT A

FORM NLRB-31

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Custodian Of Records
Trump Ruffin Commercial, LLC,
D/B/A Trump International Hotel Las Vegas
2000 Fashion Show Drive
To Las Vegas, NV 89109

As requested by Judith E. Davila, Counsel for General Counsel

whose address is 2600 North Central Avenue, Suite 1400, Phoenix, AZ 85004
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

of the National Labor Relations Board

at Hearing Room, 300 Las Vegas Blvd South, Suite 2-901

in the City of Las Vegas, NV

on Tuesday, November 17, 2015 at 9:00 AM or any adjourned

or rescheduled date to testify in Trump Ruffin Commercial, LLC
Case 28-CA-149979, et al.
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-OZVHQX

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Phoenix, Arizona

Dated: November 3, 2015

Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

ATTACHMENT TO SUBPOENA DUCES TECUM

Re: TRUMP RUFFIN COMMERCIAL, LLC d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS

Cases **28-CA-149979**
28-CA-150529
28-CA-155072
28-CA-156304
28-CA-156719
28-CA-157883

DEFINITIONS AND INSTRUCTIONS FOR USE

A. "Respondent" refers to Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas, its officers, employees, agents, representatives, accountants, successors, trustees, assigns, subsidiaries, affiliates and related entities.

B. "Respondent's facility" refers to the Trump International Hotel located in Las Vegas, Nevada.

C. "Union" refers to Local Joint Executive Board of Las Vegas, affiliated with Unite Here International Union.

D. "Complaint" refers to the Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing in this matter that issued by the Regional Director of Region 28, Cornele A. Overstreet, on September 30, 2015.

E. Unless otherwise stated, each item requested in this subpoena covers the period from January 1, 2013, to the return date of this subpoena.

F. The word "person" or "persons" means natural persons, corporation(s), partnership(s), sole proprietorship(s), association(s), or any other kind of entity.

G. "Document" or "documents" means any written, recorded, filmed, stored, or graphic matter, whether produced or reproduced on paper, cards, tapes, film, electronic facsimile, computer storage device, or any other media, including, but not limited to, memoranda, notes, electronic-mail, text messages, instant message, Twitter postings (tweets), Facebook or other social media postings, electronic postings, minutes, records, telephone contacts, notice of disciplinary actions, photographs, correspondence, telegrams, diaries, bookkeeping entries, financial statements, tax returns, checks, check stubs, reports, studies, charts, graphs, statements, notebooks, handwritten notes, applications, agreements, books, pamphlets, periodicals, appointment calendars, records or recordings of oral conversations, employment forms, originals and all copies which are different in any way from the original, whether by interlineation, receipt, stamp, notations, indication of copies sent or

received, or otherwise, and drafts. The terms include all graphic or records and representations of any kind, including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotape recordings, motion pictures and electronic, mechanical or electrical records or recordation of any kind including without limitation electronic mail communications, computer disks, computer input or output, computer hard or flash drive files, tapes, cassettes, disks and recordings. The term includes materials in any language. To the extent Respondent maintains or stores such documents requested herein in electronic form, in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonable form, Counsel for the General Counsel asks for such electronic documents.

H. "Correspondence" includes, but is not limited to, instant message, Twitter postings (tweets), Facebook or other social media postings, any electronic postings, text messages, letters, memoranda, notes, recordings of telephone conversations or other conversations, telegraphs, reports, teletype messages, electronic-mail, interoffice communications, recordings of conversations and telefax communications.

I. "Any," "each," and "all" shall be read to be all-inclusive and to require the production of each and every document responsive to the request in which such terms appear.

J. "And" and "or," and any other conjunctions or disjunctions used herein shall be read both conjunctively and disjunctively, so as to make the request inclusive rather than exclusive, and to require the enumeration of all information responsive to all or any part of each request in which any conjunction or disjunction appears.

K. This subpoena is intended to cover all documents that are in the possession, custody, or control of the Respondent, its present or former managers, supervisors, agents, attorneys, advisors, investigators, and any other persons and companies directly or indirectly employed by, or connected with, Respondent, or its parent corporations, subsidiaries, or other related companies and agencies.

L. If any of the requested documents cannot be produced in full, then produce those documents to the extent possible, and specify Respondent's reasons for the inability to produce the remainder, stating whatever information, knowledge or belief Respondent has concerning the unproduced portion.

M. If any document responsive to any request herein was, but no longer is, in Respondent's possession, custody or control, identify the document (stating its date, author, subject, recipients and intended recipients); explain the circumstances by which the document ceased to be in your possession, custody or control; and identify (stating the person's name, title, business address and telephone number, and home address and telephone number) of all persons known or believed to have the document or a copy thereof in their possession, custody or control.

N. If any document responsive to any request herein was destroyed, discarded, or otherwise disposed of for whatever reasons, identify the document (stating its date,

author, addressee(s), recipients and intended recipients, title, and subject matter); explain the circumstances surrounding the destruction, discarding, or disposal, including Respondent's document and electronic data retention/destruction policies, and the timing of the destruction, and identify all persons who authorized disposal of the document, and those persons who are known or believed to have the document or a copy thereof in their possession, custody or control.

O. This request is continuing in character and if additional responsive documents come to your attention following the date of production, such documents must be promptly produced.

P. This request seeks production of all documents described, including all drafts and non-identical or distribution copies and contemplates production of responsive documents in their entirety, without abbreviation, redaction, deletion or expurgation.

Q. All documents produced pursuant to this subpoena should be organized by what subpoena paragraph each document or set of documents are responsive to, and labels referring to that subpoena paragraph should be affixed to each document or set of documents.

R. If any of the requested documents in whole or in part cannot be produced because they are deemed privileged or otherwise subject to protection as trial preparation material, then provide a separate privilege log that describes the nature of the document not produced or disclosed in a manner that, without revealing the information itself privileged or protected, will enable the assessment of the applicability of the privilege or protection.

DOCUMENTS REQUESTED

1. Organizational charts and all other documents that show Respondent's managerial structure, hierarchy or chain of command for Respondent's facility during the period covered by this subpoena, including documents that show any changes to the reporting protocols and chain of command.

2. Documents, including, but not limited to, job descriptions, appraisals, bulletins and memoranda, showing the job title, general and specific duties, authority, responsibilities, wages, hourly wage rates or salary, fringe benefits and work schedules of the below listed individuals, including any changes or amendments thereto, and the dates of such changes.

   a. Christina Keeran;
   b. Oliva Green; and
   c. Danny Slovak.

3. Documents, including but not limited to job descriptions, reports, memoranda, notes, letters, meeting minutes, e-mails, and text messages, as will describe the authority of the individuals identified above in Item 2 to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, and/or discipline employees of Respondent, and/or to responsibly direct them, and/or to adjust their grievances, and/or effectively to recommend such action.

4. Personnel records, including but not limited to, hiring notices, assignment sheets, training records, grievance settlements, documents related to grievances, employee evaluations, vacation or leave requests, verbal warnings, written warnings, suspension notices, termination notices, and other disciplinary documents, which were completed, reviewed, signed, initialed, and/or approved by any of the individuals identified above in Item 2.

5. Documents, including but not limited to memoranda, notes, letters, meeting minutes, e-mails, and text messages showing communications to and/or from any of the individuals identified above in Item 2 related to the hiring, transfer, suspension, recall, promotion, discharge, assignment, reward, and/or discipline of employees of Respondent, and/or their responsible direction, and/or adjustment of their grievances, and/or scheduling their work, and/or granting and/or denying their requests for leave and/or approved absences, and/or recommendations related to such actions.

6. Documents prepared by any of the individuals indentified in Item 2 that describe conduct and/or performance of employees of Respondent.

7. For each of the individuals identified above in Item 2, documents showing any instance where any of them evaluated the work performance, attendance, or conduct of any of Respondent's employees; made oral or written reports to Respondent of any alleged work rule violations by Respondent's employees; assigned work to any of Respondent's employees along with the type of work assigned; or recommended, made, or granted promotions, demotions, disciplinary actions, layoffs, recalls, transfers, suspensions, terminations or any other changes or adjustments in the terms and conditions of employment of Respondent's employees.

8. For each of the individuals identified above in Item 2, documents drafted, typed, e-mailed, signed, or written by any of them, or based in whole or in part on information provided or authorized by any of them that:

a. refer to the formulation or effectuation of management or labor relations policies;

b. refer to decisions made by any of them affecting Respondent's operations;

c. shows that any of them were involved in interviewing an applicant, recommending or approving an applicant for hire, or recommending or approving an employee transfer;

d. shows that any of them were involved in evaluating the work performance of an employee, or reviewing a completed employee evaluation form;

e. shows that any of them were involved in granting or recommending an employee for a wage increase or a promotion;

f. memorializes a verbal warning or oral counseling to an employee, providing or recommending a written warning to an employee, or recommending or actually suspending or discharging an employee, and informing employees about their actual or potential discharge from employment; and/or

g. shows that any of them were involved in assigning work to one or more employee(s), scheduling employee work, or directing or requesting that one or more employee(s) work overtime or hours different from their normal schedules.

9. Documents, including, but not limited to, contracts, invoices, vouchers, bills, checks, and purchase orders, showing whether any of the individuals identified above in Item 2, obtained credit, authorized or made purchases, or entered into contracts on behalf of or as an agent of Respondent.

10. Documents showing directions, instructions, and/or communications to any of the individuals identified above in Item 2 related to activities of the Union at Respondent's facility, union activities of employees at Respondent's facility, and/or distribution of literature at Respondent's facility.

11. Documents related to activities of the Union at Respondent's facility, union activities of employees at Respondent's facility, and/or distribution of literature at Respondent's facility, which were completed, reviewed, signed, initialed, and/or approved by any of the individuals identified above in Item 2.

12. Employment applications, work histories, performance appraisals, disciplinary records, and other documents and communications that traditionally would be maintained in a personnel file or its equivalent for the individuals identified above in Item 2.

13. Documents, including but not limited to correspondence and emails, as will show any instance, including the date(s), time(s), where a labor relations consultant(s), advisor(s), specialist(s), or persuader(s), visited Respondent's facility.

14. Copies of any LM-10 reports filed by the Respondent with the United States Department of Labor.

15. Documents, including but not limited to contracts or agreements, as will show the names, addresses, and contact information for any consultants, advisors, specialists, or persuaders, which Respondent has hired, used, or relied upon in any way, to assist Respondent to present its views to employees or to otherwise advise Respondent with respect to the Union's organizing drive.

16. Documents, including but not limited to notes, meeting agendas, and minutes, as will show what was discussed, what was said and by whom, and any information otherwise disseminated during all meetings, correspondence, and/or communications between Respondent and any entity or individual, in which the topic of unions or the Union's organizing drive was referenced or discussed.

17. Documents, including but not limited to notes, meeting agendas, and minutes, as will show what was discussed, what was said and by whom, and any information otherwise disseminated during all meetings, correspondence, or communications between Respondent and any Labor Relations Institute, in which the topic of unions or the Union's organizing drive was referenced or discussed.

18. Documents, including but not limited to notes, meeting agendas, and minutes, as will show what was discussed, what was said and by whom, and any information otherwise disseminated during all meetings, correspondence, or communications between or among Respondent's officers, supervisors, and/or agents in which the topic of unions or the Union's organizing drive was referenced or discussed.

19. Documents, including, but not limited to, emails, text messages, notes, meeting minutes, and investigative reports, if any, as will show what was discussed, what was said and by whom, and dates of conversations, on the topics of (a) unions, (b) unionization, (c) the Union representation petition, (d) the Union organizing drive, and (e) employees' complaints to management about their pay rates and wages.

20. Documents as will show any communications or correspondence from or between Respondent and any third party regarding or referencing union or unionization at Respondent's facility.

21. Documents, including but not limited to correspondence, fliers, notices, letters, and memoranda, as will show any communications or correspondence between or among Respondent and employees regarding or referencing unions, the Union's organizing drive, or unionization.

22. Associate handbooks promulgated and/or maintained by Respondent during the period from October 13, 2014, to the return date of this subpoena.

23. Documents as will show the names and addresses of facilities at which the "No Solicitation/Distribution on Property" policy, the "Confidentiality Policy," and the policy providing for immediate suspension and/or termination of employment of employees for "unauthorized removal or sharing of confidential Company information" appearing in Respondent's associate handbook were in effect during the period from October 13, 2014, to the return date of this subpoena, and documents showing the dates when those policies were in effect at each facility.

24. Employee agreements of confidentiality of business information that Respondent solicited employees to sign during the period from October 13, 2014, to the return date of this subpoena.

25. Employee agreements of confidentiality that Respondent solicited employees to sign during the period from October 13, 2014, to the return date of this subpoena.

26. Documents as will show the names and addresses of facilities at which employees were solicited to sign employee agreements of confidentiality of business information and/or employee agreements of confidentiality including the following definition of "Confidential Information," during the period from October 13, 2014, to the return date of this subpoena, and as will show the dates on which employees were solicited to sign such agreements:

> "Confidential Information" means all non-public information relating to the Company's business, or to the business of any of the Company's parent or affiliated entities, including but not limited to all entities affiliated with the Trump Hotel Collection…Confidential Information also includes, without limitation, all of the following: […] (5) All personnel information of any employee, agent, or independent contractor of the Company.

27. Documents as will show Respondent's policies and/or procedures relating to Respondent's employees, employee's skills and abilities, certification requirements, job performance, discipline, and violations or non-compliance of any such policies, including but not limited to copies of Respondent's employee handbook(s) and personnel reference manual(s).

28. Documents as will show the Respondent's rules, regulations, guidelines, policies and/or procedures specifically relating to the following:

a. Job performance policy or rules;
b. Lay off procedures or rule;
c. Recall policy or procedures;
d. Transfer policy or procedures;
e. Disciplinary policy or rules;
f. Progressive discipline policy or rules; and
g. Staffing policy or procedures.

29. Documents as will show any communications or correspondence between or among Respondent and its officers, supervisors and/or agents regarding or referencing any of

the policies/rules set forth in Item 28, including every instance of enforcement and/or violation of such policies/rules.

30. Documents related to discussions, communications, and/or interactions between James Doucette and employees of Respondent in the parking lot at Respondent's facility in March 2015.

31. Documents related to communications between or among James Doucette, Clyde Turner, and employees of Respondent in the security office at Respondent's facility in March 2015.

32. Documents related to discussions, communications, and/or interactions between or among Olivia Green, employees of Respondent, and the Union on or near the grounds of Respondent's facility in February or March 2015.

33. Documents related to discussions, communications, and/or interactions between Anthony Wandick and employees of Respondent in the employee dining room at Respondent's facility in March 2015.

34. Documents showing the dates and times Anthony Wandick was present in the employee dining room at Respondent's facility since April 2015.

35. Documents showing directives and/or instructions given to Anthony Wandick and/or Mathieu Vanderbilt about being present in the employee dining room at Respondent's facility.

36. Documents related to discussions, communications, and/or interactions between Alejandra Magaña and employees of Respondent in which the Union was mentioned or discussed in May 2015.

37. Documents related to discussions, communications, and/or interactions between Christina Keeran and employees of Respondent in which the Union was mentioned or discussed in June 2015.

38. Documents related to discussions, communications, and/or interactions between Imelda Cretin and employees of Respondent in which the Union was mentioned or discussed in June or July 2015.

39. Documents related to discussions, communications, and/or interactions between Anthony Wandick and employees of Respondent in a guest room at Respondent's facility in June 2015.

40. Documents related to communications between Wandick and employees of Respondent regarding talking to guests in June 2015.

41. Documents related to discussions, communications, and/or interactions between Danny Slovak and employees of Respondent in the employee dining room at Respondent's facility in June 2015.

42. Documents related to communications between Danny Slovak and employees about distribution of Union literature in June 2015.

43. Documents related to the presence and/or activities of Anthony Wandick and/or Mathieu Vanderbilt in the employee dining room at Respondent's facility in June 2015.

44. Employment applications, work histories, performance appraisals, disciplinary records, and other documents and communications that traditionally would be maintained in a personnel file or its equivalent for Martha Guzman.

45. Documents and communications, including but not limited to disciplinary records, verbal warnings, written warnings, suspension notices, termination forms, employee records, memoranda, letters, notes, e-mails, and text messages, related to the investigation, discipline, suspension, layoff, and/or discharge of Martha Guzman.

46. Documents and communications which set forth, discuss, and/or relate to the reasons for which Martha Guzman was investigated, disciplined, suspended, laid off, and/or discharged.

47. Documents as will show and/or refer to who made the decision to suspend, lay off, and/or discharge Martha Guzman, who had input into this decision, and what was said and by whom among Respondent's managers, supervisors, agents, employees, or other individuals regarding this decision, either before or after the suspension, layoff, and/or discharge occurred.

48. Documents and communications, including but not limited to memoranda, letters, notes, e-mails, and text messages, related to Martha Guzman wearing a union button.

49. Documents and communications, including but not limited to memoranda, letters, notes, e-mails, and text messages, related to knowledge and/or suspicion of union activities and/or support by Martha Guzman.

50. Attendance calendars and other documents used to record information about attendance for individuals employed by Respondent.

51. Documents including but not limited to disciplinary records, verbal warnings, written warnings, suspension notices, termination forms, employee records, memoranda, letters, notes, e-mails, and text messages, related to the investigation, discipline, suspension, and/or discharge of individuals employed by Respondent for excessive absenteeism, habitual tardiness, and/or the same and/or similar reasons as Martha Guzman.

52. Employment applications, work histories, performance appraisals, disciplinary records, and other documents and communications that traditionally would be maintained in a personnel file or its equivalent for individuals employed by Respondent who were investigated, disciplined, suspended, and/or discharged for excessive absenteeism, habitual tardiness, and/or the same and/or similar reasons as Martha Guzman.

53. For each instance in which any individual employed by Respondent disciplined, suspended, and/or discharged for excessive absenteeism, habitual tardiness, and/or the same and/or similar reasons as Martha Guzman, documents, including, but not limited to, personnel files, disciplinary files, and/or disciplinary warnings or notes, as will show the incident in question, the date of the incident in question, the manner in which this incident was investigated, the information Respondent obtained during such investigation, any discipline, counseling, or reprimands, suspension notices, or termination notices issued regarding the incident, the names of each employee receiving such discipline, the nature of such discipline, the names and job titles of the supervisors recommending, issuing, or approving such discipline, and the dates of such discipline.

54. Employment applications, work histories, performance appraisals, disciplinary records, and other documents and communications that traditionally would be maintained in a personnel file or its equivalent for the following individuals:

a. Celia Vargas;
b. Eleuteria Blanco;
c. Carmen Llarull;
d. Rodolfo Aleman;
e. Janet Vasquez;
f. Iris Yanet;
g. Ryan Aguayo;
h. Jose Perez;
i. Dora Rivera;
j. Antonia de Lourdes Garcia;
k. Maria Jaramillo; and
l. Ofelia Diaz.

55. Copies of all position statements submitted by Respondent or its counsel to the National Labor Relations Board, Region 28 (Region 28), including all attachments and documents submitted therewith, during the period from April 2015, to the present.

56. For each paragraph of the Complaint that Respondent denied in its Answer dated October 13, 2015, documents Respondent relied upon as a factual basis for these denials.

57. Documents substantiating Respondent's avoidance, negating or affirmative defenses set forth in its Answer, including its assertion that Respondent would have terminated Guzman's employment regardless of any protected union activity.

IN LIEU OF PROVIDING THE RECORDS AND DOCUMENTS REQUESTED ABOVE, PROVIDED NOTICE IS RECEIVED BY COUNSEL FOR THE GENERAL COUNSEL NO LATER THAN NOVEMBER 12, 2015, RESPONDENT MAY MAKE THE RECORDS AND DOCUMENTS REQUESTED HEREIN AVAILABLE BY DELIVERY TO THE NATIONAL LABOR RELATIONS BOARD, REGION 28, LAS VEGAS RESIDENT OFFICE, FOLEY FEDERAL BUILDING, 300 LAS VEGAS BOULEVARD SOUTH, SUITE 2-901, LAS VEGAS, NV, NO LATER THAN NOVEMBER 13, 2015. PROVIDED FURTHER, THAT SUCH RECORDS AND DOCUMENTS REQUESTED HEREIN WILL NOT BE REQUIRED TO BE PRODUCED AT THE HEARING IN THIS MATTER IF THE RESPONDENT AND COUNSEL FOR THE GENERAL COUNSEL ARRIVE AT A STIPULATION WITH REGARD TO THE INFORMATION CONTAINED THEREIN AND SUCH STIPULATION IS RECEIVED IN EVIDENCE BY THE ADMINISTRATIVE LAW JUDGE HEARING THIS MATTER.

EXHIBIT B

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliated with UNITE HERE INTERNATIONAL UNION, Petitioner, v. TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS Respondent.	Case 28-CA-149979 28-CA-150529 28-CA-155072 28-CA-156304 28-CA-156719 28-CA-157883

DECLARATION OF JEFF PETERSON

I, Jeff Peterson, based on my personal knowledge and pursuant to Section 102.31(b) of the National Labor Relations Board's Rules and Regulations, declare as follows:

1. I am over the age of 18, and I make this declaration based on my personal knowledge, my review of business records, and in consultation with others as noted below.

2. The Trump International Hotel Las Vegas ("Hotel") is owned by Respondent Trump Ruffin Commercial LLC.

3. I am employed by the Hotel and currently hold the position of Director of Human Resources. My responsibilities in this position include providing support and management services for all human resources systems for the Hotel.

4. I do not provide human resources services for any other entity or facility other than the Hotel.

5. The Hotel does not exercise meaningful control over the operations or employees of any other entity but the Hotel.

6. I have responsibility for coordinating the retrieval, compilation, and review paper and electronic documents and communications, including personnel information and other electronically stored information ("ESI") from January 1, 2013 until November 10, 2015 for Hotel employees in response to a Subpoena *Duces Tecum* ("Subpoena") served by counsel for the General Counsel of the National Labor Relations Board on November 3, 2015.

PERSONNEL FILES

7. My analysis of the requirements to produce the personnel records requested by the Subpoena is based on my knowledge of the Hotel's human resources procedures and review of Hotel employment data for the relevant time periods.

8. The Hotel does not store employee personnel files electronically nor are the Hotel's computer systems designed in a way that permits the Hotel to filter and extract all relevant personnel information requested by the Subpoena from employee personnel files.

9. Between January 1, 2013 and November 10, 2015, the Hotel has employed and maintained separate personnel files for one thousand ninety-two (1,492) individuals.

10. Of those 1, 492 individuals, the Hotel has employed and maintained separate personnel files for five hundred ninety-six (596) individuals in its Housekeeping Department and sixty-three (63) individuals in its Security Department (659 total).

11. Between February 1, 2014 (the approximate date that Alejandra Magana took over as Director of Housekeeping) and November 10, 2015, the Hotel has employed and maintained separate personnel files for one thousand one hundred ninety-four (1,194) individuals.

12. Of those 1,194 individuals, the Hotel has employed and maintained separate personnel files for five hundred one (501) individuals in its Housekeeping Department.

13. The Hotel possesses the labor resources to assign two individuals, one Human Resources coordinator and one Paralegal, to retrieve the requested personnel files, to review the files' contents for relevant information, and to scan any relevant documents into a producible format.

14. On average, each reviewer must spend at least 10-12 minutes to retrieve, review, and scan each relevant personnel file.

15. The Hotel would require its reviewers to spend approximately 250-298 hours total (31.25 to 37.25 work days at 8 hours per day) of labor to retrieve, review, and scan the 1,492 personnel files potentially containing responsive information requested by the Subpoena between January 1, 2013 and November 10, 2015.

16. Assuming the two reviewers are capable of reviewing an equal number of personnel files, the Hotel will incur extensive overtime costs to comply with the Subpoena to the extent it requests information from these 1,492 personnel files.

17. Reviewing the personnel files for the 596 Housekeeping Department employees between January 1, 2013 and November 10, 2015 would require approximately 99-119 hours (approx. 12 to 15 work days at 8 hours per day) of labor. Reviewing the personnel files for the 63 Security Department employees alone between January 1, 2013 and November 10, 2015 would require approximately 10-13 hours of labor.

18. Assuming the two reviewers are capable of reviewing an equal number of personnel files, the Hotel will incur extensive overtime costs to comply with the Subpoena to the extent it requests information from these 659 personnel files.

19. Limiting the review to 1,194 individuals employed by the Hotel between February 1, 2014 (the approximate date that Alejandra Magana took over as Director of Housekeeping) and November 10, 2015, the Hotel would require its reviewers to spend approximately 199-239 hours (approx. 25 to 30 days of work at 8 hours per day) of labor to retrieve, review, and those personnel files requested by the Subpoena.

20. Assuming the two reviewers are capable of reviewing an equal number of personnel files, the Hotel will incur extensive overtime costs to comply with this portion of the Subpoena Requests.

21. The above does not account for any individual manager files or other miscellaneous documents which may contain an employee's personnel information, but which are not kept in an employee's official personnel file.

ESI REVIEW

22. I also conducted an analysis of the Hotel's Google-based email system and enterprise email archiving solution called Google Vault. I have coordinated with the Hotel's Assistant Information Technology ("IT") Manager, Brian Swepston, to conduct an analysis of the Hotel's computer databases in order to estimate the data volumes, estimated costs and time expenditures required to comply with the Subpoena.

23. I have reviewed the results of Mr. Swepston's investigation and understand that the Hotel's databases contain approximately 480 Gigabytes (GB) of emails, documents, and other ESI. The Hotel's systems are unable to accurately show the number of documents contained on its systems, but I reasonably estimate that it houses millions of documents.

24. Subpoena Requests Nos. 2-12 seek a number of documents, communications, and other information regarding Christina Keeran, Olivia Green, and Danny Slovak for the time

period of January 1, 2013 to November 10, 2013. Given the breadth of the Requests, the only reasonable method of gathering this information is to search the Hotel's databases for any emails and other documents referencing those individuals.

25. A query of the Hotel's databases for emails referencing Danny Slovak produced six thousand two hundred (6,200) emails. A query of the Hotel's databases for emails referencing Christina Keeran produced one hundred twenty one thousand (121,000) emails. A query of the Hotel's databases for emails referencing Olivia Green produced two hundred two thousand (202,000) emails. In total, 329,000 emails potentially referenced these three individuals from January 1, 2013 to November 10, 2015.

26. Assuming the Hotel's two reviewers are capable of reviewing these 329,000 emails at an average of one document per minute, the Hotel will incur over $100,000 in labor costs to comply with the Subpoena to the extent it requests information regarding Slovak, Keeran, and Green from January 1, 2013 to November 10, 2015.

27. Request Nos. 18-19, and 21 seek all communications, documents and information related to communications between and among the Hotel's "officers, supervisors, and/or agents," as well as employees referencing the words "union," "unionization," "representation petition," "union organizing," or "pay and wage complaints."

28. I reasonably believe that emails and other documents in this query likely contain emails and other correspondence by employees regarding unions.

29. Nevertheless, a query of the Hotel's databases for emails containing the words "union" and "unionization" produced 228 compressed files containing approximately 6 Gigabytes (GB) of data. The top ten largest files of the 228 compressed files contains

approximately five thousand one hundred and seventy emails (5,170), while I reasonably estimate the remaining 218 compressed files to contain over 50,000 emails.

30. It takes approximately three minutes to convert each file from the .zip format to a reviewable format. In total, it would require Mr. Swepston over to spend approximately 11 hours simply to convert these 228 compressed files into a reviewable format. The Hotel would incur labor costs of over $500 to convert the files potentially responsive to Requests 18-19, and 21.

31. Within these compressed files, the query produced for the word "union" produced 2,400 separate emails; "unionization" produced 600 emails; "pay" produced 690,000 thousand emails, and "wage" produced 9,200 emails. In total, 702,200 emails potentially referenced these terms from January 1, 2013 to November 10, 2015.

32. Assuming the Hotel's two reviewers are capable of reviewing these emails at an average of one document per minute, the review would take approximately 11,703 hours - over 4 years - to complete. The Hotel would incur between $200,000 and $250,000 in labor costs to comply with the Subpoena.

33. I understand that, once collected, ESI must also be processed before loading into an attorney review platform prior to production. The Hotel will require significant costs and burdens to process data from the Hotel's databases.

34. I also understand that the Hotel's attorneys will be retained to review ESI and determine relevance, responsiveness or privilege on a document-by-document basis. I understand that attorney review is time intensive and expensive and that the Hotel will incur significant costs and burdens to review ESI data requested by the Subpoena.

35. The collection, review, and export of large volumes of personnel files, emails, and other electronic documents are not part of normal business operations and would be a substantial disruption to my normal duties supporting the Hotel's human resource services, as well as the Hotel's operations overall.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 10, 2015.

Jeff Peterson

Subscribed and sworn to before
me this 10th day of November, 2015.

MARIA TERESA MOJICA
NOTARY PUBLIC STATE OF NEVADA
No. 12-7109-1
MY APPT. EXP. APRIL 23, 2019

Notary Public

EXHIBIT C

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliated with UNITE HERE INTERNATIONAL UNION, Petitioner, v. TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS Respondent.	Case 28-CA-149979 28-CA-150529 28-CA-155072 28-CA-156304 28-CA-156719 28-CA-157883

DECLARATION OF BRIAN SWEPSTON

I, Brian Swepston, based on my personal knowledge and pursuant to Section 102.31(b) of the National Labor Relations Board's Rules and Regulations, declare as follows:

1. I am over the age of 18, and I make this declaration based on my personal knowledge, my review of business records, and in consultation with others as noted below.

2. I am employed by Trump International Hotel Las Vegas ("Hotel" or "Respondent") and hold the position of Assistant Information Technology ("IT") Manager, a position I held since March 24, 2008. My responsibilities include of maintaining the email infrastructure and document retention databases the Hotel. Based on my experience in the Hotel's IT Department, I am also familiar with where Hotel employees store other electronic documents besides email.

3. I do not provide IT services for any other entity or facility other than the Hotel.

4. On instruction from Human Resources Director Jeff Peterson, I was asked to determine the number and volume (in Gigabytes) of emails and other electronically stored information ("ESI") in the Hotel's possession related to a Subpoena *Duces Tecum* ("Subpoena") served by counsel for the General Counsel of the National Labor Relations Board on November 3, 2015.

5. The Hotel does not store employee personnel files electronically nor are the Hotel's computer systems designed in a way that permits the Hotel to filter and extract all relevant personnel information requested by the Subpoena from employee personnel files.

6. I conducted an analysis of the Hotel's Google-based email system and enterprise email archiving solution called Google Vault to estimate the data volumes, estimated costs and time expenditures required to comply with the Subpoena.

7. The Hotel's databases contain approximately 480 Gigabytes (GB) of emails, documents, and other ESI. The Hotel's systems are unable to accurately show the number of documents contained on its systems, but I reasonably estimate that it houses millions of documents.

8. Subpoena Requests Nos. 2-12 seek a number of documents, communications, and other information regarding Christina Keeran, Olivia Green, and Danny Slovak for the time period of January 1, 2013 to November 10, 2013.

9. A query of the Hotel's databases for emails referencing Danny Slovak produced six thousand two hundred (6,200) emails. A query of the Hotel's databases for emails referencing Christina Keeran produced one hundred twenty one thousand (121,000) emails. A query of the Hotel's databases for emails referencing Olivia Green produced two hundred two

thousand (202,000) emails. In total, 329,000 emails potentially referenced these three individuals from January 1, 2013 to November 10, 2015.

10. Request Nos. 18-19, and 21 seek all communications, documents and information related to communications between and among the Hotel's "officers, supervisors, and/or agents," as well as employees referencing the words "union," "unionization," "representation petition," "union organizing," or "pay and wage complaints."

11. A query of the Hotel's databases for emails containing the words "union" and "unionization" produced 228 compressed files containing approximately 6 Gigabytes (GB) of data. The top ten largest files of the 228 compressed files contain approximately five thousand one hundred and seventy emails (5,170). The remaining 218 compressed files reasonably contain over 50,000 emails.

12. It takes approximately three minutes to convert each file from the .zip format to a reviewable format. In total, it would take approximately 11 hours of time for me to convert these 228 compressed files into a reviewable format.

13. Within these compressed files, the query for the word "union" produced 2,400 separate emails; "unionization" produced 600 emails; "pay" produced 690,000 thousand emails, and "wage" produced 9,200 emails. In total, 702,200 emails potentially referenced these terms from January 1, 2013 to November 10, 2015.

14. Once collected, ESI must be processed before loading into an attorney review platform prior to production.

15. The collection, review, and export of large volumes of personnel files, emails, and other electronic documents are not part of normal business operations for the IT Department and would be a substantial disruption to my normal duties supporting the Hotel's IT systems.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 10, 2015.

Brian Swepston

Subscribed and sworn to before
me this 10th day of November, 2015.

MARIA TERESA MOJICA
NOTARY PUBLIC STATE OF NEVADA
No. 13-7169-1
MY APPT. EXP. APRIL 29, 2018

Notary Public

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-EIGHT

Re: **TRUMP RUFFIN COMMERCIAL, LLC, d/b/a**
TRUMP INTERNATIONAL HOTEL LAS VEGAS
Cases 28-CA-149979, 28-CA-150529, 28-CA-155072,
28-CA-156304, 28-CA-156719 and 28-CA-157883

INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

General Counsel Exhibit	1(a)	Original Charge Against Employer in Case 28-CA-149979, filed April 13, 2015.
	1(b)	Affidavit of Service of 1(a), dated April 13, 2015.
	1(c)	Original Charge Against Employer in Case 28-CA-150529, filed April 20, 2015.
	1(d)	Affidavit of Service of 1(c), dated April 21, 2015.
	1(e)	Original Charge Against Employer in Case 28-CA-155072, filed June 29, 2015.
	1(f)	Affidavit of Service of 1(e), dated June 29, 2015.
	1(g)	First Amended Charge Against Employer in Case 28-CA-155072, filed July 10, 2015.
	1(h)	Affidavit of Service of 1(g), dated July 14, 2015.
	1(i)	Original Charge Against Employer in Case 28-CA-156304, filed July 20, 2015.
	1(j)	Affidavit of Service of 1(i), dated July 21, 2015.
	1(k)	Original Charge Against Employer in Case 28-CA-156719, filed July 24, 2015.
	1(l)	Affidavit of Service of 1(k), dated July 27, 2015.

GC Exhibit 1(v)

GC1(V) RECEIVED ✓ REJECTED _____

28-CA-149979 CASE NO. _____ CASE NAME: Trump Rufkin

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1(m) Original Charge Against Employer in Case 28-CA-157883, filed August 12, 2015.

1(n) Affidavit of Service of 1(m), dated August 13, 2015.

1(o) Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 28-CA-149979, 28-CA-150529, and 28-CA-155072, dated August 31, 2015.

1(p) Affidavit of Service of 1(o), dated August 31, 2015.

1(q) Respondent Answer to Consolidated Complaint dated September 11, 2015.

1(r) Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing in Cases 28-CA-149979, 28-CA-150529, 28-CA-155072, 28-CA-156304, 28-CA-156719 and 28-CA-157883, dated September 30, 2015.

1(s) Affidavit of Service of 1(r), dated September 30, 2015.

1(t) Respondent Answer to Second Consolidated Complaint dated October 13, 2015.

1(u) General Counsel's Notice of Intent to Amend Second Consolidated Complaint, dated November 5, 2015.

1(v) Index and Description of Formal Documents.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC,
d/b/a TRUMP INTERNATIONAL HOTEL
LAS VEGAS

and

Cases 28-CA-149979
28-CA-150529
28-CA-155072
28-CA-156304
28-CA-156719
28-CA-157883

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS, affiliated with UNITE HERE
INTERNATIONAL UNION

NOTICE OF INTENT TO AMEND SECOND CONSOLIDATED COMPLAINT

PLEASE TAKE NOTICE that Counsel for the General Counsel will move, at the hearing scheduled to commence on November 17, 2015, to amend the Second Consolidated Complaint by adding subsection (p) to paragraph 5:

5. (p) Since at least October 13, 2014, Respondent, by soliciting employees to sign an "Employee Agreement of Confidentiality of Business Information," has promulgated and since then has maintained the following provisions:

> (1) In connection with your employment at Trump International Hotel and Tower (the "Hotel") you have or may become aware of information (which may be verbal, written, electronically, or photographically recorded, visual, or otherwise) with respect to (i) the personal life and/or "business affairs" (as herein defined) of Donald J. Trump ("Trump"); (ii) the personal lives and/or business affairs of members of Trump's family; and/or (iii) the business affairs of the Hotel, or any of its affiliates, officers, directors or employees, (such

GC Exhibit 1(u)

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ZECA-149979
CASE NO. CASE NAME: Trump Ruffin

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persons and entities referred to in subdivisions (i) through (iii) above are collectively referred to as "Protected Parties" and such information regarding the Protected Parties is referred to collectively as the "Confidential Information"), which is, and which the Protected Parties insist remain private and confidential. Accordingly, as a material inducement to your hiring by, and as a material condition of your employment with the Hotel, and in consideration thereof, you hereby acknowledge as follows: [...]

(2) During the term of your employment and at all times thereafter, except (a) for an "Approved Disclosure" (as herein defined), (b) as may be expressly required by law (and then only to the minimum extent necessary to comply with law) and on prior notice to the Hotel; or (c) as may be an integral requirement of your employment with the Hotel, you agree not to directly or indirectly disseminate or publish, or cause to be disseminated or published any Confidential Information in any form, including but not limited to any diary, memoir, book, letter, story, speech, photograph, interview, article, essay, account, description, or depiction of any kind whatsoever, whether fictionalized or not; and you agree not to assist others in obtaining, disseminating, or publishing Confidential Information for any purpose whatsoever. Further, you agree not to incorporate any Confidential Information into any retrieval system, whether electronic, mechanical or otherwise, except as may be expressly required in connection with the performance of your duties as an employee of the Hotel. As used in this Agreement: [...]

(3) The term "business affairs" shall mean all information and documentation furnished to you by the Protected Parties or any of them relating to the business (past, current, and prospective), operations, technologies, systems, concepts, programs, practices, plans, properties, personnel know-how, trade secrets, competitively sensitive data, and financial information (reflecting both the financial

position and financial results), of any or all of the Protected Parties; and [...].

Dated at Phoenix, Arizona, this 5th day of November 2015.

/s/ Judith E. Davila

Judith E. Davila
Counsel for the General Counsel
National Labor Relations Board, Region 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004-3099
Phone: (602) 640-2117
Fax: (602) 640-2178
E-mail: Judith.Davila@nlrb.gov

Form NLRB-877

CERTIFICATE OF SERVICE

I hereby certify that a copy of NOTICE OF INTENT TO AMEND CONSOLIDATED COMPLAINT in Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas was served by E-Gov, and E-Filing, and email on this 5th day of November 2015, on the following:

Via E-Gov & E-Filing:
Honorable Gerald M. Etchingham
Administrative Law Judge
National Labor Relations Board
901 Market Street, Suite 300
San Francisco, CA 94103-1779

Via E-Mail:
Ronald Kramer, Attorney at Law
Seyfarth Shaw LLP
131 S. Dearborn Street, Suite 2400
Chicago, IL 60603-5577
E-mail: RKramer@seyfarth.com

Via E-Mail:
Richard G. McCracken, Attorney at Law
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2705
Email: RMcCracken@dcbsf.com

Dated at Phoenix, Arizona, this 5th day of November 2015.

/s/ Judith E. Davila
Judith E. Davila
Counsel for the General Counsel
National Labor Relations Board, Region 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004-3099
Phone: (602) 640-2117
Fax: (602) 640-2178
E-mail: Judith.Davila@nlrb.gov

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS, and LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliated with UNITE HERE INTERNATIONAL UNION,	Case No. 28-CA-149979 28-CA-150529 28-CA-155072 28-CA-156304 28-CA-156719 28-CA-157883

ANSWER TO SECOND CONSOLIDATED COMPLAINT

Respondent, TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS, by its attorneys, hereby answers the second consolidated complaint as follows:

COMPLAINT ¶ 1(a):

The charge in Case 28-CA-149979 was filed by the Union on April 13, 2015, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(a).

COMPLAINT ¶ 1(b):

The charge in Case 28-CA-150529 was filed by the Union on April 20, 2015, and a copy was served on Respondent by U.S. mail on April 21, 2015.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(b).

COMPLAINT ¶ 1(c):

The charge in Case 28-CA-155072 was filed by the Union on June 29, 2015, and a copy was served on Respondent by U.S. mail on the same date.

GC Exhibit 1(t)

GC 1(t) RECEIVED ✓ REJECTED ____

2E-CA-149979

CASE NO. _____ CASE NAME: Trump Ruffin

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ANSWER:

Respondent admits the allegations set forth in paragraph 1(c).

COMPLAINT ¶ 1(d):

The charge in Case 28-CA-156304 was filed by the Union on July 20, 2015, and a copy was served on Respondent by U.S. mail on July 21, 2015.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(d).

COMPLAINT ¶ 1(e):

The charge in Case 28-CA-156719 was filed by the Union on July 24, 2015, and a copy was served on Respondent by U.S. mail on July 27, 2015.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(e).

COMPLAINT ¶ 1(f):

The charge in Case 28-CA-157883 was filed by the Union on August 12, 2015, and a copy was served on Respondent by U.S. mail on August 13, 2015.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(f).

COMPLAINT ¶ 2(a):

At all material times, Respondent has been a corporation with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been engaged in the operation of a hotel providing food and lodging.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(a).

COMPLAINT ¶ 2(b):

During the 12-month period ending April 13, 2015, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facilities goods valued in excess of $50,000 directly from points outside the State of Arizona.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(b).

COMPLAINT ¶ 2(c):

In conducting its operations during the 12 month period ending April 13, 2015, Respondent derived gross revenues in excess of $500,000.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(c).

COMPLAINT ¶ 2(d):

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(d).

COMPLAINT ¶ 3:

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

ANSWER:

Respondent admits the allegations set forth in paragraph 3.

COMPLAINT ¶ 4:

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Brian Bandreau	-	Vice President
Mathieu Vanderbilt	-	Operations Manager
Gustavo Acosta		Assistant Human Resources Director
Alejandra Magaña		Director of Housekeeping
Imelda Cruz		Housekeeping Manager
Kelvin Kwon		Housekeeping Manager
Anthony Wandick		Housekeeping Manager
Christina Keenan		Housekeeping Dispatcher Lead
James Doucette		Food and Beverage Manager
Clyde Turner		Head of Security
Olivia Green		Security Officer

Danny Slovak - Security Officer

ANSWER:

Respondent denies Mr. Baudreau's official title is Vice President, for it is Vice President and General Manager. Respondent denies Mathieu Vanderbilt served as Operations Manager, but admits Matthew Vandegrift is employed as a Director of Hotel Operations. Respondent denies Kelvin Kwon served as Housekeeping Manager, for his actual title is Assistant Housekeeping Director. Respondent denies Clyde Turner served as Head of Security, for his official title is Director of Security. Respondent denies it ever employed anyone named Victor M. Castro or even has a position entitled Assistant Bakery Manager. Respondent otherwise, as corrected within this response, admits that that the individuals other than Castro held the positions set forth opposite their respective names in paragraph 4 (as corrected in this answer) at all material times related to this complaint. For purposes of this Complaint only, Respondent admits that Acosta is a supervisor and agent of Respondent under the Act, but does not so admit for any other purpose. Respondent further admits that the remaining individuals listed above, but for Keeran, Green, Slovak, and Castro, were supervisors and agents of Respondent for certain purposes while employed in their respective positions. Respondent denies Keeran, Green, Slovak and Castro were supervisors and agents of Respondent within the meaning of the Act and denies all remaining allegations set forth in paragraph 4.

COMPLAINT ¶ 5(a):

Since at least October 13, 2014, Respondent, by issuing an associate handbook to employees, has promulgated and since then has maintained the following rules:

(1) No Solicitation/Distribution on Property

> In order to maintain and promote sufficient operational discipline and security, the Company has established rules applicable to all employees who govern solicitation and distribution of written material. All employees are expected to comply with these Company rules.

Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

(2) Level 1

The following may result in immediate suspension and/or termination of employment: [...] 12. Unauthorized removal or sharing of confidential Company information.

(3) Confidentiality Policy

All associates are expected to work in the best interest of the Hotel and to further the goals and aims of the Hotel. Therefore, associates are prohibited from engaging in any activity or conduct both within and without the property that is contrary to the economic, business, or public interest of TIHLV. Failure to abide by this policy will result in discipline, up to and including termination.

All associates are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications (including electronic message), to which the associate has access in carrying out responsibilities and duties of employment. None of the aforementioned may be copied or removed from the Hotel's premises or computer systems. All associates are expected to show the highest regard for the privacy of each guest and will strictly observe the confidentiality of records and other information associated with the Hotel's guests. Confidentiality is essential to the sound relationship with our guests; it is also a legal and ethical matter of the utmost importance. All associates will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other guests or associates who are not involved. Any discussion of confidential information outside the property or similar violation of these standards may result in discipline, up to and including termination.

ANSWER:

Respondent denies that the No Solicitation/Distribution on Property described above is complete in that it is missing the last sentence. Respondent admits the remaining allegations set forth in paragraph 5(a).

COMPLAINT ¶ 5(b):

Since at least October 13, 2014, Respondent, by soliciting employees to sign an "Employee Agreement of Confidentiality of Business Information," has promulgated and since then has maintained the following rule:

> "Confidential Information" means all non-public information relating to the Company's business, or to the business of any of the Company's parent or affiliated entities, including but not limited to all entities affiliated with the Trump Hotel Collection...Confidential Information also includes, without limitation, all of the following: [...] (5) All personnel information of any employee, agent, or independent contractor of the Company.

ANSWER:

Respondent admits that it does solicit employees to sign an "Employee Agreement of Confidentiality of Business Information," and that portions of that document are set forth in paragraph 5(b). Respondent denies that paragraph 5(b) sets forth the entire document.

COMPLAINT ¶ 5(c):

On a date in or around February 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, at Respondent's facility, by Christina Keeran (Keeran), interrogated its employees about their union membership, activities, and sympathies.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(c).

COMPLAINT ¶ 5(d):

About February 28, 2015, Respondent, by Olivia Green, on a sidewalk outside Respondent's facility:

> (1) interrogated its employees about their union membership, activities, and sympathies; and

(2) created an impression among its employees that their union activities and protected concerted activities were under surveillance by Respondent.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(d).

COMPLAINT ¶ 5(e):

On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by James Doucette, in the parking lot of Respondent's facility:

(1) threatened its employees with unspecified reprisals for engaging in union activities and protected concerted activities;

(2) threatened its employees by physically pushing them while they were engaging in union activities and protected concerted activities; and

(3) promulgated and enforced a rule or directive prohibiting employees from distributing union literature in Respondent's parking lot.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(e).

COMPLAINT ¶ 5(f):

On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Anthony Wandick (Wandick), at Respondent's facility, confiscated union literature from employees.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(f).

COMPLAINT ¶ 5(g):

Since a date in or around April 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Wandick, in the employee dining room at Respondent's facility (the employee dining room), by increasing the amount of time spent in the employee dining room and approaching, standing next to, and listening to its employees in the employee dining room:

(1) engaged in surveillance of its employees engaged in union activities and protected concerted activities; and

(2) created an impression among its employees that their union activities and protected concerted activities are under surveillance.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(g).

COMPLAINT ¶ 5(h):

About May 18, 2015, Respondent, by Alejandra Magaña (Magaña), at Respondent's facility, interrogated its employees about their union activities and protected concerted activities.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(h).

COMPLAINT ¶ 5(i):

On a date in or around June 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Keeran, at Respondent's facility, threatened employees with a reduction in hours because of their union membership, activities, and sympathies.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(i).

COMPLAINT ¶ 5(j):

About June 7, 2015 Respondent, by Imelda Cretin (Cretin), at Respondent's facility, threatened that its employees would lose opportunities for promotions because they engaged in union activities and protected concerted activities.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(j).

COMPLAINT ¶ 5(k):

About June 13, 2015, Respondent, by Wandick, at Respondent's facility:

(1) by coming to and remaining in a guest room where employees who supported the Union were working:

(i) engaged in surveillance of its employees it suspected of engaging in union activities and protected concerted activities; and

(ii) created an impression among its employees that their union activities and protected concerted activities were under surveillance; and

(2) promulgated and enforced a rule or directive prohibiting its employees from speaking to guests.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(k).

COMPLAINT ¶ 5(l):

About June 15, 2015, Respondent, by Magaña, at Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) threatened its employees with unspecified reprisals by calling them traitors because of their union membership, activities, and sympathies.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(l).

COMPLAINT ¶ 5(m):

About June 20, 2015, Respondent, by Danny Slovak, at Respondent's facility, promulgated and enforced a rule or directive prohibiting its employees from distributing union literature on Respondent's property.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(m).

COMPLAINT ¶ 5(n):

About June 24, 2015, Respondent, by Wandick and Martin Vanderbilt, at Respondent's facility, by standing in the employee dining room greeting its employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(n).

COMPLAINT ¶ 5(o):

On a date in or around July 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Cretin, at Respondent's facility, threatened that employees would not be promoted because of their union membership, activities, and sympathies.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(o).

COMPLAINT ¶ 6(a):

About July 22, 2015, Respondent discharged its employee Martha Guzman (Guzman).

ANSWER:

Respondent admits that, on or about July 21, 2015, it discharged employee Martha Guzman. Respondent denies each and every remaining allegation set forth in paragraph 6(a).

COMPLAINT ¶ 6(b):

Respondent engaged in the conduct described above in paragraph 6(a) because Guzman joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

ANSWER:

Respondent denies the allegations set forth in paragraph 6(b).

COMPLAINT ¶ 7:

By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER:

Respondent denies the allegations set forth in paragraph 7.

COMPLAINT ¶ 8:

By the conduct described above in paragraph 6, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

ANSWER:

Respondent denies the allegations set forth in paragraph 8.

COMPLAINT ¶ 9:

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER:

Respondent denies the allegations set forth in paragraph 9.

AFFIRMATIVE DEFENSES

Respondent asserts the following affirmative and other defenses without assuming the burden of proof on any such defense on which it does not have such burden as a matter of law.

1. Complaint paragraphs 6(a) and 6(b) should be dismissed on the grounds that, to the extent Guzman engaged in any protected union activity, Respondent would have terminated her employment regardless of any protected union activity.

2. Respondent specifically reserves the right to amend this Answer to add or delete affirmative defenses as warranted.

WHEREFORE, Respondent TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS respectfully requests that the Second Complaint and this matter be dismissed with prejudice and for such further relief that may be proper.

DATED: October 13, 2015

Respectfully submitted.

Ronald J. Kramer
(rkramer@seyfarth.com)
SEYFARTH SHAW LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603
Telephone: (312) 460-5000
Facsimile:(312) 460-7000

William J. Dritsas
(wdritsas@seyfarth.com)
SEYFARTH SHAW LLP
560 Mission Street
Suite 3100
San Francisco, CA 94105-2930
Phone: (415) 397-2823
Fax: (415) 397-8549

Attorneys for Respondent,
TRUMP RUFFIN COMMERCIAL, LLC,
d/b/a TRUMP INTERNATIONAL HOTEL
LAS VEGAS

CERTIFICATE OF SERVICE

I do hereby certify that I have caused a true and correct copy of the foregoing ANSWER TO SECOND CONSOLIDATED COMPLAINT to be served upon the following, via the NLRB's e-filing system and e mail on this 13th day of October, 2015:

Nancy E. Martinez, Acting Regional Director (via e file)
National Labor Relations Board
Region 28
2600 North Central Ave, Suite 1400
Phoenix, AZ 85004-3099

Cornele A. Overstreet, Regional Director (via e file)
National Labor Relations Board
Region 28
2600 North Central Ave, Suite 1400
Phoenix, AZ 85004-3099

Local Joint Executive Board of Las Vegas (via e mail)
A/W Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700
kkline@unitehere.org

Richard G. McCracken, Attorney at Law (via e file)
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2270
rmccracken@dcbsf.com

Ronald J. Kramer

Form NLRB-877

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS **and** **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliate with UNITE HERE INTERNATIONAL UNION**	**Cases 28-CA-149979** **28-CA-150529** **28-CA-155072** **28-CA-156304** **28-CA-156719** **28-CA-157883**

AFFIDAVIT OF SERVICE OF: ORDER FURTHER CONSOLIDATING CASES, SECOND CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 30, 2015, I served the above-entitled document(s) by certified or U.S. mail, as noted below, upon the following persons, addressed to them at the following addresses:

Trump Ruffin Commercial, LLC,
d/b/a Trump International Hotel ,Las Vegas
2000 Fashion Show Drive
Las Vegas, NV 89109
7014 2120 0004 7704 4339

Local Joint Executive Board of Las Vegas,
affiliated with Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700

William J. Dritsas, Attorney at Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2992

Richard G. McCracken, Attorney at Law
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2705

September 30, 2015
Date

Kay Davis, Designated Agent of NLRB
Name

/s/Kay Davis
Signature

GC Exhibit 1(s)

GC 1(s) RECEIVED ✓ REJECTED _____

28-CA-149979 CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC,
d/b/a TRUMP INTERNATIONAL HOTEL
LAS VEGAS

and

Cases 28-CA-149979
28-CA-150529
28-CA-155072
28-CA-156304
28-CA-156719
28-CA-157883

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS, affiliated with UNITE HERE
INTERNATIONAL UNION

ORDER FURTHER CONSOLIDATING CASES, SECOND CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING

On August 31, 2015, a Consolidated Complaint and Notice of Hearing issued in Cases 28-CA-149979, 28-CA-150529, and 28-CA-155072 alleging that Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas (Respondent) had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Cases 28-CA-156304, 28-CA-156719, and 28-CA-157883, filed by Local Joint Executive Board of Las Vegas, affiliated with Unite Here International Union (the Union), which allege that Respondent has engaged in further unfair labor practices within the meaning of the Act.

GC 1(r) RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME Trump Ruffin

OF PAGES: 14 DATE: 11-17-15 REPORTER: JD

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case 28-CA-149979 was filed by the Union on April 13, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(b) The charge in Case 28-CA-150529 was filed by the Union on April 20, 2015, and a copy was served on Respondent by U.S. mail on April 21, 2015.

(c) The charge in Case 28-CA-155072 was filed by the Union on June 29, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(d) The charge in Case 28-CA-156304 was filed by the Union on July 20, 2015, and a copy was served on Respondent by U.S. mail on July 21, 2015.

(e) The charge in Case 28-CA-156719 was filed by the Union on July 24, 2015, and a copy was served on Respondent by U.S. mail on July 27, 2015.

(f) The charge in Case 28-CA-157883 was filed by the Union on August 12, 2015, and a copy was served on Respondent by U.S. mail on August 13, 2015.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been engaged in the operation of a hotel providing food and lodging.

(b) During the 12-month period ending April 13, 2015, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facilities goods valued in excess of $50,000 directly from points outside the State of Arizona.

(c) In conducting its operations during the 12-month period ending April 13, 2015, Respondent derived gross revenues in excess of $500,000.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Brian Baudreau	-	Vice President
Mathieu Vanderbilt	-	Operations Manager
Gustavo Acosta	-	Assistant Human Resources Director
Alejandra Magaña	-	Director of Housekeeping
Imelda Cretin	-	Housekeeping Manager
Kelvin Kwon	-	Housekeeping Manager
Anthony Wandick	-	Housekeeping Manager
Christina Keeran	-	Housekeeping Dispatcher-Lead
James Doucette	-	Food and Beverage Manager
Clyde Turner	-	Head of Security
Olivia Green	-	Security Officer
Danny Slovak	-	Security Officer

5. (a) Since at least October 13, 2014, Respondent, by issuing an associate handbook to employees, has promulgated and since then has maintained the following rules:

(1) No Solicitation/Distribution on Property

> In order to maintain and promote sufficient operations, discipline and security, the Company has established rules applicable to all employees who govern solicitation and distribution of written material. All employees are expected to comply with these Company rules.

Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

(2) Level 1

The following may result in immediate suspension and/or termination of employment: [...] 12. Unauthorized removal or sharing of confidential Company information.

(3) Confidentiality Policy

All associates are expected to work in the best interest of the Hotel and to further the goals and aims of the Hotel. Therefore, associates are prohibited from engaging in any activity or conduct both within and without the property that is contrary to the economic, business, or public interest of TIHLV. Failure to abide by this policy will result in discipline, up to and including termination.

All associates are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications (including electronic message), to which the associate has access in carrying out responsibilities and duties of employment. None of the aforementioned may be copied or removed from the Hotel's premises or computer systems. All associates are expected to show the highest regard for the privacy of each guest and will strictly observe the confidentiality of records and other information associated with the Hotel's guests. Confidentiality is essential to the sound relationship with our guests; it is also a legal and ethical matter of the utmost importance. All associates will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other guests or associates who are not involved. Any discussion of confidential information outside the property or similar violation of these standards may result in discipline, up to and including termination.

(b) Since at least October 13, 2014, Respondent, by soliciting employees to sign an "Employee Agreement of Confidentiality of Business Information," has promulgated and since then has maintained the following rule:

> "Confidential Information" means all non-public information relating to the Company's business, or to the business of any of the Company's parent or affiliated entities, including but not limited to all entities affiliated with the Trump Hotel Collection...Confidential Information also includes, without limitation, all of the following: [...] (5) All personnel information of any employee, agent, or independent contractor of the Company.

(c) On a date in or around February 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, at Respondent's facility, by Christina Keeran (Keeran), interrogated its employees about their union membership, activities, and sympathies.

(d) About February 28, 2015, Respondent, by Olivia Green, on a sidewalk outside Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) created an impression among its employees that their union activities and protected concerted activities were under surveillance by Respondent.

(e) On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by James Doucette, in the parking lot of Respondent's facility:

(1) threatened its employees with unspecified reprisals for engaging in union activities and protected concerted activities;

(2) threatened its employees by physically pushing them while they were engaging in union activities and protected concerted activities; and

(3) promulgated and enforced a rule or directive prohibiting employees from distributing union literature in Respondent's parking lot.

(f) On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Anthony Wandick (Wandick), at Respondent's facility, confiscated union literature from employees.

(g) Since a date in or around April 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Wandick, in the employee dining room at Respondent's facility (the employee dining room), by increasing the amount of time spent in the employee dining room and approaching, standing next to, and listening to its employees in the employee dining room:

(1) engaged in surveillance of its employees engaged in union activities and protected concerted activities; and

(2) created an impression among its employees that their union activities and protected concerted activities are under surveillance.

(h) About May 18, 2015, Respondent, by Alejandra Magaña (Magaña), at Respondent's facility, interrogated its employees about their union activities and protected concerted activities.

(i) On a date in or around June 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Keeran, at Respondent's facility, threatened employees with a reduction in hours because of their union membership, activities, and sympathies.

(j) About June 7, 2015, Respondent, by Imelda Cretin (Cretin), at Respondent's facility, threatened that its employees would lose opportunities for promotions because they engaged in union activities and protected concerted activities.

(k) About June 13, 2015, Respondent, by Wandick, at Respondent's facility:

(1) by coming to and remaining in a guest room where employees who supported the Union were working:

(i) engaged in surveillance of its employees it suspected of engaging in union activities and protected concerted activities; and

(ii) created an impression among its employees that their union activities and protected concerted activities were under surveillance; and

(2) promulgated and enforced a rule or directive prohibiting its employees from speaking to guests.

(l) About June 15, 2015, Respondent, by Magaña, at Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) threatened its employees with unspecified reprisals by calling them traitors because of their union membership, activities, and sympathies.

(m) About June 20, 2015, Respondent, by Danny Slovak, at Respondent's facility, promulgated and enforced a rule or directive prohibiting its employees from distributing union literature on Respondent's property.

(n) About June 24, 2015, Respondent, by Wandick and Martin Vanderbilt, at Respondent's facility, by standing in the employee dining room greeting its employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance.

(o) On a date in or around July 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Cretin, at Respondent's facility, threatened that employees would not be promoted because of their union membership, activities, and sympathies.

6. (a) About July 22, 2015, Respondent discharged its employee Martha Guzman (Guzman).

(b) Respondent engaged in the conduct described above in paragraph 6(a) because Guzman joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraph 6, the General Counsel seeks an order requiring that Respondent reimburse the discriminatee for all search-for-work and work-related expenses regardless of whether the discriminatee received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before October 14, 2015, or postmarked on or before October 13, 2015**. Respondent should file the original copy of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being

filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 17, 2015, at 9:00 a.m. (local time), at the Hearing Room of the National Labor Relations Board, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 30th day of September 2015.

/s/Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

Attachments

FORM NLRB-4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 28-CA-149979, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
(2) Grounds must be set forth in ***detail***;
(3) Alternative dates for any rescheduled hearing must be given;
(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Trump Ruffin Commercial, LLC,
d/b/a Trump International Hotel ,Las Vegas
2000 Fashion Show Drive
Las Vegas, NV 89109

Local Joint Executive Board of Las Vegas,
affiliated with Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700

William J. Dritsas, Attorney at Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2992

Richard G. McCracken, Attorney at Law
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2705

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs**: If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.

- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence**: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence

- **Exhibits**: **Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts**: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief**: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision**: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS,	
and	Case Nos. 28-CA-149979, 28-CA-150529 28-CA-150723
LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliated with UNITE HERE INTERNATIONAL UNION,	

ANSWER TO CONSOLIDATED COMPLAINT

Respondent, TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS, by its attorneys, hereby answers the consolidated complaint as follows:

COMPLAINT ¶ 1(a):

The charge in Case 28-CA-149979 was filed by the Union on April 15, 2015, and a copy was served on Respondent by U.S. mail on the same date.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(a).

COMPLAINT ¶ 1(b):

The charge in Case 28-CA-150529 was filed by the Union on April 20, 2015, and a copy was served on Respondent by U.S. mail on April 21, 2015.

ANSWER:

Respondent admits the allegations set forth in paragraph 1(b).

COMPLAINT ¶ 1(c):

The charge in Case 28-CA-150723 was filed by the Union on June 29, 2015, and a copy was served on Respondent by U.S. mail on the same date.

GC Exhibit 1(q)

GC 1(q) RECEIVED ✓ REJECTED_____

CASE NO. 28-CA-149979 CASE NAME: Trump Ruffin

OF PAGES: 12 DATE: 11-17-15 REPORTER: JD

ANSWER:

Respondent admits the allegations set forth in paragraph 1(c).

COMPLAINT ¶ 2(a):

At all material times, Respondent has been a corporation with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been engaged in the operation of a hotel providing food and lodging.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(a).

COMPLAINT ¶ 2(b):

During the 12-month period ending April 13, 2015, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facility goods valued in excess of $50,000 directly from points outside the State of Arizona.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(b).

COMPLAINT ¶ 2(c):

In conducting its operations during the 12-month period ending April 13, 2015, Respondent derived gross revenues in excess of $500,000.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(c).

COMPLAINT ¶ 2(d):

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER:

Respondent admits the allegations set forth in paragraph 2(d).

COMPLAINT ¶ 3:

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

ANSWER:

Respondent admits the allegations set forth in paragraph 3.

COMPLAINT # 4:

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Brian Baudreau	-	Vice President
Mathieu Vanderbilt	-	Operations Manager
Alejandra Magaña	-	Director of Housekeeping
Imelda Cretin	-	Housekeeping Manager
Kelvin Kwon	-	Housekeeping Manager
Anthony Wandick	-	Housekeeping Manager
Christina Keeran	-	Housekeeping dispatcher Lead
James Doucette	-	Food and Beverage Manager
Victor M. Castro	-	Assistant Bakery Manager
Clyde Turner	-	Head of Security
Olivia Green	-	Security Officer
Danny Slovak	-	Security Officer

ANSWER:

Respondent denies Mr. Baudreau's official title is Vice President, for it is Vice President and General Manager. Respondent denies Mathieu Vanderbilt served as Operations Manager but admits Matthew Vandegrift is employed as a Director of Hotel Operations. Respondent denies Kelvin Kwon served as Housekeeping Manager, for his actual title is Assistant Housekeeping Director. Respondent denies Clyde Turner served as Head of Security, for his official title is Director of Security. Respondent denies it ever employed anyone named Victor M. Castro or even has a position entitled Assistant Bakery Manager. Respondent otherwise, as corrected within this response, admits that that the individuals other than Castro held the positions set forth opposite their respective names in paragraph 4 (as corrected in this answer) at all material times related to this complaint. Respondent further admits that that all of the above but Keeran, Green, Slovak and Castro were supervisors and agents of Respondent for

[illegible]

certain purposes while employed in their respective positions. Respondent denies Keenan, Green, Slovak and Castro were supervisors and agents of Respondent within the meaning of the Act and denies all remaining allegations set forth in paragraph 4.

COMPLAINT ¶5(a):

Since at least October 13, 2014, Respondent, by issuing an associate handbook to employees, has promulgated and since then has maintained the following rules:

(1) No Solicitation/Distribution on Property

> In order to maintain and promote sufficient operations, discipline and security, the Company has established rules applicable to all employees who govern solicitation and distribution of written material. All employees are expected to comply with these Company rules.
>
> Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.
>
> No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
>
> No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

(2) Level 1

> The following may result in immediate suspension and/or termination of employment: [...] 12. Unauthorized removal or sharing of confidential Company information.

(3) Confidentiality Policy

> All associates are expected to work in the best interest of the Hotel and to further the goals and aims of the Hotel. Therefore, associates are prohibited from engaging in any activity or conduct both within and without the property that is contrary to the economic, business, or public interest of THLV. Failure to abide by this policy will result in discipline, up to and including termination.
>
> All associates are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications (including electronic message) to which the associate has access in carrying out responsibilities and duties of employment. None of the aforementioned may be copied or removed from the

> Hotel's premises or computer systems. All associates are expected to show the highest regard for the privacy of each guest and will strictly observe the confidentiality of records and other information associated with the Hotel's guests.
>
> Confidentiality is essential to the sound relationship with our guests; it is also a legal and ethical matter of the utmost importance. All associates will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other guests or associates who are not involved. Any discussion of confidential information outside the property or similar violation of these standards may result in discipline, up to and including termination.

ANSWER:

Respondent denies that the No Solicitation/Distribution on Property described above is complete in that it is missing the last sentence. Respondent admits the remaining allegations set forth in paragraph 5(a).

COMPLAINT ¶ 5(b):

Since at least October 13, 2014, Respondent, by soliciting employees to sign an "Employee Agreement of Confidentiality of Business Information," has promulgated and since then has maintained the following rule:

> "Confidential Information" means all non-public information relating to the Company's business, or to the business of any of the Company's parent or affiliated entities, including but not limited to all entities affiliated with the Trump Hotel Collection...Confidential Information also includes, without limitation, all of the following: [...] (5) All personnel information of any employee, agent, or independent contractor of the Company.

ANSWER:

Respondent admits that it does solicit employees to sign an "Employee Agreement of Confidentiality of Business Information," and that portions of that document are set forth in paragraph 5(b). Respondent denies that paragraph 5(b) sets forth the entire document.

COMPLAINT ¶ 5(c):

On a date in or around February 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, at Respondent's

facility, by Christina Keenan, interrogated its employees about their union membership activities, and sympathies.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(c).

COMPLAINT ¶5(d):

About February 28, 2015, Respondent, by Olivia Green, on a sidewalk outside Respondent's facility:

(1) interrogated its employees about their union membership, activities and sympathies; and

(2) created an impression among its employees that their union activities and protected concerted activities were under surveillance by Respondent.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(d).

COMPLAINT ¶5(e):

On a date in or around March, 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by James Doucette, in the parking lot of Respondent's facility:

(1) threatened its employees with unspecified reprisals for engaging in union activities and protected concerted activities;

(2) threatened its employees by physically pushing them while they were engaging in union activities and protected concerted activities; and

(3) promulgated and enforced a rule or directive prohibiting employees from distributing union literature in Respondent's parking lot.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(e).

COMPLAINT ¶5(f):

On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Anthony Wandick (Wandick), at Respondent's facility, confiscated union literature from employees.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(f).

COMPLAINT ¶ 5(g):

Since a date in or around April 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Wandick, in the employee dining room at Respondent's facility (the employee dining room), by increasing the amount of time spent in the employee dining room and approaching, standing next to, and listening to its employees in the employee dining room:

(1) has engaged in surveillance of its employees engaged in union activities and protected concerted activities; and

(2) has created an impression among its employees that their union activities and protected concerted activities are under surveillance.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(g).

COMPLAINT ¶ 5(h):

About May 18, 2015, Respondent, by Alejandra Mapana (Magana), at Respondent's facility, interrogated its employees about their union activities and protected concerted activities.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(h).

COMPLAINT ¶ 5(i):

About June 7, 2015, Respondent, by Imelda Cortes, at Respondent's facility, threatened that its employees would lose opportunities for promotions because they engaged in union activities and protected concerted activities.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(i).

COMPLAINT ¶ 5(j):

About June 13, 2015, Respondent, by Wandick, at Respondent's facility:

(1) by coming to and remaining in a guest room where employees who supported the Union were working;

(i) engaged in surveillance of its employees it suspected of engaging in union activities and protected concerted activities; and

(ii) created an impression among its employees that their union activities and protected concerted activities were under surveillance; and

(2) promulgated and enforced a rule or directive prohibiting its employees from speaking to guests.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(j).

COMPLAINT ¶ 5(k):

About June 15, 2015, Respondent, by Magaña, at Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) threatened its employees with unspecified reprisals by calling them traitors because of their union membership, activities, and sympathies.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(k).

COMPLAINT ¶ 5(l):

About June 20, 2015, Respondent, by Danny Slovak, at Respondent's facility, promulgated and enforced a rule or directive prohibiting its employees from distributing union literature on Respondent's property.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(l).

COMPLAINT ¶ 5(m):

(m) About June 24, 2015, Respondent, by Wandick and Martin Vanderbilt, at Respondent's facility, by standing in the employee dining room greeting its employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance.

ANSWER:

Respondent denies the allegations set forth in paragraph 5(m).

COMPLAINT ¶ 6:

By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER:

Respondent denies the allegations set forth in paragraph 6.

COMPLAINT ¶ 7:

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER:

Respondent denies the allegations set forth in paragraph 7.

WHEREFORE, Respondent TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS respectfully requests that the Complaint and this matter be dismissed with prejudice and for such further relief that may be proper.

DATED: September 11, 2015

Respectfully submitted,

Ronald J. Kramer
(rkramer@seyfarth.com)
SEYFARTH SHAW LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603
Telephone: (312) 460-5000
Facsimile: (312) 460-7000

William J. Driscoll
(wdriscoll@seyfarth.com)
SEYFARTH SHAW LLP
560 Mission Street
Suite 3100
San Francisco, Ca 94105-2930
Phone: (415) 397-2823
Fax: (415) 397-8549

Attorneys for Respondent TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS

CERTIFICATE OF SERVICE

I do hereby certify that I have caused a true and correct copy of the foregoing ANSWER TO CONSOLIDATED COMPLAINT to be served upon the following, via the NLRB's e-filing system and e-mail on this 11th day of September, 2015:

Nancy E. Martinez, Acting Regional Director (via e-file)
National Labor Relations Board
Region 28
2600 North Central Ave., Suite 1400
Phoenix, AZ 85004-3099

Cornelia A. Overstreet, Regional Director (via e-file)
National Labor Relations Board
Region 28
2600 North Central Ave., Suite 1400
Phoenix, AZ 85004-3099

Local Joint Executive Board of Las Vegas (via e-mail)
A.W. Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700
kkline@unitehere.org

Richard G. McCracken, Attorney at Law (via e-file)
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2700
rmccracken@dcbsf.com

Ronald J. Kramer

Form NLRB-877

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC **and** **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, A/W UNITE HERE INTERNATIONAL UNION**	**Cases 28- CA-149979** **28-CA-150529** **28-CA-155072**

AFFIDAVIT OF SERVICE OF: ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 31, 2015, I served the above-entitled document(s) by certified or U.S. mail, as noted below, upon the following persons, addressed to them at the following addresses:

Trump Ruffin Commercial LLC
2000 Fashion Show Drive
Las Vegas, NV 89109
7014 2120 0004 7706 2333

William J. Dritsas, Attorney at Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2992

Local Joint Executive Board of Las Vegas,
A/W Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700

Richard G. McCracken, Attorney at Law
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2705

August 31, 2015
Date

Kay Davis, Designated Agent of NLRB
Name

/s/Kay Davis
Signature

GC Exhibit 1(p)

GC 1(p) RECEIVED ✓ REJECTED _____

28-CA-149979

CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC,
d/b/a TRUMP INTERNATIONAL HOTEL
LAS VEGAS

and

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, affiliated with UNITE HERE INTERNATIONAL UNION

Cases 28-CA-149979
28-CA-150529
28-CA-155072

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 28-CA-149979, Case 28-CA-150529, and Case 28-CA-155072, which are based on charges filed by Local Joint Executive Board of Las Vegas, affiliated with Unite Here International Union (the Union), against Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 28-CA-149979 was filed by the Union on April 13, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(b) The charge in Case 28-CA-150529 was filed by the Union on April 20, 2015, and a copy was served on Respondent by U.S. mail on April 21, 2015.

GC 11(a) RECEIVED ✓ REJECTED _____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 13 DATE: 11-17-15 REPORTER: JD

(c) The charge in Case 28-CA-155072 was filed by the Union on June 29, 2015, and a copy was served on Respondent by U.S. mail on the same date.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been engaged in the operation of a hotel providing food and lodging.

(b) During the 12-month period ending April 13, 2015, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facilities goods valued in excess of $50,000 directly from points outside the State of Arizona.

(c) In conducting its operations during the 12-month period ending April 13, 2015, Respondent derived gross revenues in excess of $500,000.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Brian Baudreau	-	Vice President
Mathieu Vanderbilt	-	Operations Manager
Alejandra Magaña	-	Director of Housekeeping
Imelda Cretin	-	Housekeeping Manager
Kelvin Kwon	-	Housekeeping Manager
Anthony Wandick	-	Housekeeping Manager
Christina Keeran	-	Housekeeping Dispatcher-Lead
James Doucette	-	Food and Beverage Manager

Victor M. Castro	-	Assistant Bakery Manager
Clyde Turner	-	Head of Security
Olivia Green	-	Security Officer
Danny Slovak	-	Security Officer

5. (a) Since at least October 13, 2014, Respondent, by issuing an associate handbook to employees, has promulgated and since then has maintained the following rules:

(1) No Solicitation/Distribution on Property

In order to maintain and promote sufficient operations, discipline and security, the Company has established rules applicable to all employees who govern solicitation and distribution of written material. All employees are expected to comply with these Company rules.

Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

(2) Level 1

The following may result in immediate suspension and/or termination of employment: [...] 12. Unauthorized removal or sharing of confidential Company information.

(3) Confidentiality Policy

All associates are expected to work in the best interest of the Hotel and to further the goals and aims of the Hotel. Therefore, associates are prohibited from engaging in any activity or conduct both within and without the property that is contrary to the economic, business, or public interest of TIHLV. Failure to abide by this policy will result in discipline, up to and including termination.

All associates are required to respect and maintain the confidentiality of all information, including but not limited to, business documents,

> reports, records, files, correspondence and communications (including electronic message), to which the associate has access in carrying out responsibilities and duties of employment. None of the aforementioned may be copied or removed from the Hotel's premises or computer systems. All associates are expected to show the highest regard for the privacy of each guest and will strictly observe the confidentiality of records and other information associated with the Hotel's guests. Confidentiality is essential to the sound relationship with our guests; it is also a legal and ethical matter of the utmost importance. All associates will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other guests or associates who are not involved. Any discussion of confidential information outside the property or similar violation of these standards may result in discipline, up to and including termination.

(b) Since at least October 13, 2014, Respondent, by soliciting employees to sign an "Employee Agreement of Confidentiality of Business Information," has promulgated and since then has maintained the following rule:

> "Confidential Information" means all non-public information relating to the Company's business, or to the business of any of the Company's parent or affiliated entities, including but not limited to all entities affiliated with the Trump Hotel Collection...Confidential Information also includes, without limitation, all of the following: [...] (5) All personnel information of any employee, agent, or independent contractor of the Company.

(c) On a date in or around February 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, at Respondent's facility, by Christina Keeran, interrogated its employees about their union membership, activities, and sympathies.

(d) About February 28, 2015, Respondent, by Olivia Green, on a sidewalk outside Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) created an impression among its employees that their union activities and protected concerted activities were under surveillance by Respondent.

(e) On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by James Doucette, in the parking lot of Respondent's facility:

(1) threatened its employees with unspecified reprisals for engaging in union activities and protected concerted activities;

(2) threatened its employees by physically pushing them while they were engaging in union activities and protected concerted activities; and

(3) promulgated and enforced a rule or directive prohibiting employees from distributing union literature in Respondent's parking lot.

(f) On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Anthony Wandick (Wandick), at Respondent's facility, confiscated union literature from employees.

(g) Since a date in or around April 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Wandick, in the employee dining room at Respondent's facility (the employee dining room), by increasing the amount of time spent in the employee dining room and approaching, standing next to, and listening to its employees in the employee dining room:

(1) has engaged in surveillance of its employees engaged in union activities and protected concerted activities; and

(2) has created an impression among its employees that their union activities and protected concerted activities are under surveillance.

(h) About May 18, 2015, Respondent, by Alejandra Magaña (Magaña), at Respondent's facility, interrogated its employees about their union activities and protected concerted activities.

(i) About June 7, 2015, Respondent, by Imelda Cretin, at Respondent's facility, threatened that its employees would lose opportunities for promotions because they engaged in union activities and protected concerted activities.

(j) About June 13, 2015, Respondent, by Wandick, at Respondent's facility:

(1) by coming to and remaining in a guest room where employees who supported the Union were working:

(i) engaged in surveillance of its employees it suspected of engaging in union activities and protected concerted activities; and

(ii) created an impression among its employees that their union activities and protected concerted activities were under surveillance; and

(2) promulgated and enforced a rule or directive prohibiting its employees from speaking to guests.

(k) About June 15, 2015, Respondent, by Magaña, at Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) threatened its employees with unspecified reprisals by calling them traitors because of their union membership, activities, and sympathies.

(l) About June 20, 2015, Respondent, by Danny Slovak, at Respondent's facility, promulgated and enforced a rule or directive prohibiting its employees from distributing union literature on Respondent's property.

(m) About June 24, 2015, Respondent, by Wandick and Martin Vanderbilt, at Respondent's facility, by standing in the employee dining room greeting its employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance.

6. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before September 14, 2015, or postmarked on or before September 12, 2015**. Respondent should file the original copy of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case

Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 17, 2015, at 9:00 a.m. (local time), at the Hearing Room of the National Labor Relations Board, 300 Las Vegas Blvd. South, Suite 2-901, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a

hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 31st day of August 2015.

/s/ Nancy E. Martinez
Nancy E. Martinez, Acting Regional Director

Attachments

FORM NLRB-4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 28-CA-149979, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
(2) Grounds must be set forth in ***detail***;
(3) Alternative dates for any rescheduled hearing must be given;
(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Trump Ruffin Commercial LLC
2000 Fashion Show Drive
Las Vegas, NV 89109

William J. Dritsas, Attorney at Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2992

Local Joint Executive Board of Las Vegas,
A/W Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102-2700

Richard G. McCracken, Attorney at Law
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2705

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative**. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.

- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence**: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits: Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts**: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief**: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision**: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP RUFFIN COMMERCIAL LLC Charged Party and **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS** Charging Party	**Case 28-CA-157883**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 13, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Trump Ruffin Commercial LLC
2000 Fashion Show Drive
Las Vegas, NV 89109-1936

August 13, 2015
Date

Kay Davis, Designated Agent of NLRB
Name

/s/ Kay Davis
Signature

GC Exhibit 1(n)

GC (kn) RECEIVED ✓ REJECTED ____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11/7/15 REPORTER: JD

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
28-CA-157883	August 12, 2015

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Trump Ruffin Commercial LLC

b. Tel. No. (702) 982-0000

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
2000 Fashion Show Drive
Las Vegas, Nevada 89109-1936

e. Employer Representative
Brian Baudreau

g. e-Mail
bbaudreau@trumphotels.com

h. Number of workers employed

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
hotel-casino

j. Identify principal product or service
accommodations, food and gaming

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the six months preceding the filing of this charge, the employer has discriminated against employees in order to discourage their support for the charging party, by refusing promotion to Ofelia Diaz.

By these and other acts the above-named Employer has interfered with, restrained, and coerced employees in the exercise of their rights guaranteed by section 7 of the Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Local Joint Executive Board of Las Vegas

4a. Address *(Street and number, city, state, and ZIP code)*
1630 S. Commerce Street
Las Vegas, Nevada 89102

4b. Tel. No. (702) 385-3121

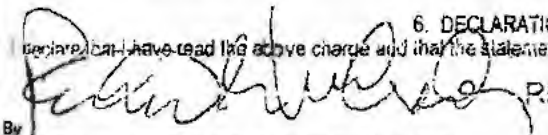
4c. Cell No.

4d. Fax No. (702) 384-0845

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*
UNITE HERE INTERNATIONAL UNION

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Richard G. McCracken, attorney
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Tel. No. (702) 386-5107

Office, if any, Cell No. (415) 517-7226

Fax No. (702) 386-9848

e-Mail rmccracken@dcbsf.com

1630 S. Commerce Street
Las Vegas, Nevada 89102
Address

08/15/2015
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GC Exhibit 1(m)

GC (km) RECEIVED ✓ REJECTED _____

28-CA-149979 Trump Ruffin
CASE NO. _____ CASE NAME: _____

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP INTERNATIONAL HOTEL LAS VEGAS Charged Party and **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS** Charging Party	**Case 28-CA-156719**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 27, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Trump International Hotel Las Vegas
2000 Fashion Show Drive
Las Vegas, NV 89109-1936

July 27, 2015
Date

Kay Davis, Designated Agent of NLRB
Name

/s/ Kay Davis
Signature

GC Exhibit 1(l)

GC 1(L) RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-7-15 REPORTER: JD

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-156719	July 24, 2015

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer		b. Tel. No.
Trump International Hotel Las Vegas		(702)982-0000
		c. Cell No.
d. Address (street, city, state ZIP code)	e. Employer Representative	f. Fax No.
2000 Fashion Show Drive, Las Vegas, NV 89109-1936	Brian Baudreau, General Manager	(702)476-7040
		g. e-Mail
		h. Dispute Location (City and State)
		Las Vegas, NV
i. Type of Establishment (factory, nursing home, hotel)	j. Principal Product or Service	k. Number of workers at dispute location
Hotel	Hospitality and lodging	415

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

Within the last six months preceding the filing of this charge, the above-named Employer, by its officers, agents, and representatives, has interfered, restrained and coerced its employees by suspending and terminating Martha Guzman because she engaged in union or protected concerted activities, in order to discourage union activities or membership, by threatening employees with unspecified reprisals if they support the Union, and by prohibiting the wearing of Union buttons.

By these and other acts, the above-named Employer has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

4a. Address (street and number, city, state, and ZIP code)	4b. Tel. No.
1630 S. Commerce Street, Las Vegas, NV 89102	(702)385-3121
	4c. Cell No. 702 610 0161
	4d. Fax No. (702)386-9517
	4e. e-Mail jpineda@culinaryunion226.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS CULINARY WORKERS UNION LOCAL 226 AND BARTENDERS UNION LOCAL 165

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (702)385-3121
By: (signature of representative or person making charge)	Jose Pineda, Department Head Print Name and Title	Office, if any, Cell No. 702 610 0161
Address: 1630 S. Commerce Street, Las Vegas, NV 89102	Date: 7-24-15	Fax No. (702)386-9517 e-Mail jpineda@culinaryunion226.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-1425164931

GC Exhibit 1(k)

GC 1(K) RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP INTERNATIONAL HOTEL LAS VEGAS Charged Party and **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS** Charging Party	**Case 28-CA-156304**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 21, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Trump International Hotel Las Vegas
2000 Fashion Show Drive
Las Vegas, NV 89109-1936

July 21, 2015
Date

Kay Davis, Designated Agent of NLRB
Name

/s/ Kay Davis
Signature

GC Exhibit 1(j)

GC 1(j) RECEIVED ✓ REJECTED _____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case: 28-CA-156304	Date Filed: July 20, 2015

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: Trump International Hotel Las Vegas

b. Tel. No.: 702-982-0000

c. Cell No.:

f. Fax No.: 702-476-7040

d. Address *(Street, city, state, and ZIP code)*: 2000 Fashion Show Drive, Las Vegas, Nevada 89109

e. Employer Representative: Brian Baudreau, General Manager

g. e-Mail: bbaudreau@trumphotels.com

h. Number of workers employed: 415

i. Type of Establishment *(factory, mine, wholesaler, etc.)*: Hotel

j. Identify principal product or service: hospitality and lodging

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the six months preceding the filing of this charge, the employer has interfered with, coerced and restrained employees in the exercise of their Section 7 rights by promising benefits for not engaging in protected, concerted activities.

By these and other acts the above-named Employer has interfered with, restrained, and coerced employees in the exercise of their rights guaranteed by section 7 of the Act.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*: Local Joint Executive Board of Las Vegas

4a. Address *(Street and number, city, state, and ZIP code)*: 1630 S. Commerce St., Las Vegas, NV 89102

4b. Tel. No.: 702-385-2131

4c. Cell No.:

4d. Fax No.: 702-386-9517

4e. e-Mail: gkline@culinaryunion226.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*: UNITE HERE International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ Richard G. McCracken
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address: 1630 S. Commerce St. Las Vegas, NV 89102 — 07/20/2015 *(date)*

Tel. No.: 702-386-5107

Office, if any, Cell No.: 415-517-7226

Fax No.: 702-386-9848

e-Mail: rmccracken@dcbsf.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GC Exhibit 1(i)

GC1(i) RECEIVED ✓ REJECTED _____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 1/12/15 REPORTER: JD

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP RUFFIN COMMERCIAL LLC and **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS**	**Case 28-CA-155072**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 14, 2015, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

William J. Dritsas, Attorney at Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2992

Trump Ruffin Commercial LLC
2000 Fashion Show Drive
Las Vegas, NV 89109

July 14, 2015
Date

Dawn M. Moore,
Designated Agent of NLRB
Name

/s/ Dawn M. Moore
Signature

GC Exhibit 1(h)

GC 1(h) RECEIVED ✓ REJECTED _____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 1117-15 REPORTER: JD

INTERNET FORM NLRB-5 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

First Amended

DO NOT WRITE IN THIS SPACE

Case	Date Filed
28-CA-155072	July 10, 2015

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Trump Ruffin Commercial LLC

b. (702) 982-0000

c. Cell No.

f. Fax No.

d. Address *(Street, city, state and ZIP code)*
2000 Fashion Show Drive
Las Vegas, Nevada 89109-1936

Employer Representative
Brian Baudreau

g. e-Mail
bbaudreau@trumphotels.com

h. Number of workers employed

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
hotel-casino

j. Identify principal product or service
accommodations, food and gaming

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the six months preceding the filing of this charge, the employer has interfered with, coerced and restrained employees in the exercise of their Section 7 rights by engaging in the following conduct:

(a) Interrogating, threatening and verbally abusing employees about their exercise of such rights and subjecting them to special scrutiny in retaliation for exercising such rights;
(b) disparately enforcing its no-solicitation policy by allowing employees opposed to selection of the charging party as their collective bargaining representative to engage in solicitation and distribution during work time;
(c) promulgating an overbroad no-distribution policy prohibiting employees from passing out literature in the employee dining room, a non-work area; and
(d) accusing them falsely of being paid by the union to support it as their collective bargaining representative.

Within the six months preceding the filing of this charge, the employer has discriminated against employees in order to discourage their support for the charging party, by refusing promotion to an employee because of his support for the charging party.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Local Joint Executive Board of Las Vegas

4a. Address *(Street and number, city, state and ZIP code)*
1630 S. Commerce Street
Las Vegas, Nevada 89102

4b. Tel. No. (702) 385-3121

4c. Cell No.

4d. Fax No. (702) 384-0845

4e. e-Mail

Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)* UNITE HERE INTERNATIONAL UNION

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. (702) 386-5107

By Richard G. McCracken, attorney
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Office, if any, Cell No. (415) 517-7226

Fax No. (702) 386-9848

1630 S. Commerce Street
Las Vegas, Nevada 89102
(address)

06/25/2015
(date)

e-Mail
rmccracken@ufcbsf.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processe

GC Exhibit 1(g)

GC 11(g) RECEIVED ✓ REJECTED _____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-7-15 REPORTER: JD

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP RUFFIN COMMERCIAL LLC **and** **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS**	**Case 28-CA-155072**

AFFIDAVIT OF SERVICE OF: CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 29, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Trump Ruffin Commercial LLC
2000 Fashion Show Drive
Las Vegas, NV 89109

William J. Dritsas, Attorney at Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2992

June 29, 2015
Date

Dawn M. Moore,
Designated Agent of NLRB
Name

/s/ Dawn M. Moore
Signature

GC Exhibit 1(f)

GC 1(f) RECEIVED ✓ REJECTED _____

28-CA-149979

CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case: 28-CA-155072

Date Filed: June 29, 2015

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Trump Ruffin commercial LLC

b. Tel. No. (702) 982-0000

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
2000 Fashion Show Drive
Las Vegas, Nevada 89109-1936

e. Employer Representative
Brian Baudreau

g. e-Mail
bbaudreau@trumphotels.com

h. Number of workers employed

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
hotel-casino

j. Identify principal product or service
accommodations and gaming

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the six months preceding the filing of this charge, the employer has interfered with, coerced and restrained employees in the exercise of their Section 7 rights by engaging in the following conduct:

(a) Interrogating, threatening and verbally abusing employees about their exercise of such rights and subjecting them to special scrutiny in retaliation for exercising such rights;
(b) disparately enforcing its no-solicitation policy by allowing employees opposed to selection of the charging party as their collective bargaining representative to engage in solicitation and distribution during work time;
(c) promulgating an overbroad no-distribution policy prohibiting employees from passing out literature in the employee dining room, a non-work area; and
(d) accusing them falsely of being paid by the union to support it as their collective bargaining representative.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Local Joint Executive Board of Las Vegas

4a. Address *(Street and number, city, state, and ZIP code)*
1630 S. Commerce Street
Las Vegas, Nevada 89102

4b. Tel. No. (702) 385-3121

4c. Cell No.

4d. Fax No. (702) 384-0645

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. (702) 386-5107

By *(Signature of representative or person making charge)*

Richard G. McCracken, attorney
(Print/type name and title or office, if any)

Office, if any, Cell No. (415) 517-7226

Fax No. (702) 386-9848

1630 S. Commerce Street
Las Vegas, Nevada 89102
Address

06/25/2015
(date)

e-Mail
rmccracken@dcbsf.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GC Exhibit 1(e)

GC 1(e) RECEIVED ✓ REJECTED _____

CASE NO. 2E-CA-A9979 CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP RUFFIN COMMERCIAL, LLC Charged Party and **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS** Charging Party	**Case 28-CA-150529**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 21, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Brian Baudreau, General Manager
Trump Ruffin Commercial LLC
2000 Fashion Show Drive
Las Vegas, NV 89109

April 21, 2015

Date

Domingo Rivera, Designated Agent of NLRB

Name

/s/ Domingo Rivera

Signature

GC Exhibit 1(d)

GC 1(d) RECEIVED ✓ REJECTED _____

28 CA-H9979 Trump Ruffin
CASE NO. _____ CASE NAME _____

OF PAGES: 2 DATE: 11715 REPORTER: JD

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
28-CA-150529	April 20, 2015

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Trump Ruffin Commercial, LLC

b. Tel. No. (702) 982-0000

c. Cell No.

f. Fax No.

g. e-Mail

d. Address *(Street, city, state, and ZIP code)*
2000 Fashion Show Drive
Las Vegas, Nevada 89109

e. Employer Representative
Brian Baudreau
VP, General Manager

h. Number of workers employed

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
hotel-casino

j. Identify principal product or service
Accommodations and gaming

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*
Within the six months preceding the filing of this charge, the employer has maintained overbroad rules illegally restricting employees in the exercise of their section 7 rights and has thereby interfered with, coerced and restrained the employees in the exercise of such rights. The rules are:

(a) prohibition against acting in a manner that reflects a poor image, embarrasses or negatively impacts the image or reputation of the employer to guests or other employees;

See Attachment A for a continuation

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Local Joint Executive Board of Las Vegas

4a. Address *(Street and number, city, state, and ZIP code)*
1630 S. Commerce Street
Las Vegas, Nevada 89102

4b. Tel. No. (702) 385-3121

4c. Cell No.

4d. Fax No. (702) 384-0845

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Richard G. McCracken, attorney
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Tel. No. (702) 386-5107

Office, if any, Cell No. (415) 517-7226

Fax No. (702) 386-9848

e-Mail rmccracken@dcbsf.com

1630 S. Commerce Street, Ste. A-1
Las Vegas, NV 89102
Address

04/20/2015
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GC Exhibit 1(c)

GC1(c) RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11/7/15 REPORTER: JD

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TRUMP RUFFIN COMMERCIAL, LLC Charged Party and **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, A/W UNITE HERE INTERNATIONAL UNION** Charging Party	**Case 28-CA-149979**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 13, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Brian Baudreau, General Manager
Trump Ruffin Commercial, LLC
2000 Fashion Show Drive
Las Vegas, NV 89109

April 13, 2015

Date

Domingo Rivera, Designated Agent of NLRB

Name

/s/ Domingo Rivera

Signature

GC Exhibit 1(b

GC1(b) RECEIVED ✓ REJECTED

ZE-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 1H715

FORM EXEMPT UNDER 44

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case	Date Filed
28-CA-149979	April 13, 2015

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Trump Ruffin Commercial, LLC

b. Tel. No. (702) 982-0000

c. Cell No.

f. Fax No.

d. Address (*Street, city, state, and ZIP code*)
2000 Fashion Show Drive
Las Vegas, Nevada 89109

e. Employer Representative
Brian Baudreau
General Manager

g. e-Mail

h. Number of workers employed

i. Type of Establishment (*factory, mine, wholesaler, etc.*)
hotel-casino

j. Identify principal product or service
accommodations and gaming

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (*list subsections*) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

Within the six months preceding the filing of this charge, the Employer has interfered with, coerced and restrained employees in the exercise of their Section 7 rights by prohibiting and otherwise interfering with their communication among themselves and with the customers in nonwork areas on nonwork time, and by engaging in surveillance, giving the impression of surveillance, and physical abuse of employees engaged in such Section 7-protected conduct.

Within the six months preceding the filing of this charge, the Employer has discriminated against employees in order to discourage their support for the charging party by changing their work assignments and cutting their hours.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)
Local Joint Executive Board of Las Vegas

4a. Address (*Street and number, city, state, and ZIP code*)
1630 S. Commerce Street
Las Vegas, Nevada 89102

4b. Tel. No. (702) 385-3121

4c. Cell No.

4d. Fax No. (702) 384-0845

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*) UNITE HERE International Union

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Richard McCracken, attorney
(*signature of representative or person making charge*) (*Print/type name and title or office, if any*)

Tel. No. (702) 386-5107

Office, if any, Cell No. (415) 517-7226

Fax No. (702) 386-9848

e-Mail rmccracken@dcbsf.com

1630 S. Commerce, Suite A-1
Las Vegas, NV 89102
Address

04/13/2015
(*date*)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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GC Exhibit 1(a)

/
U.S.C. 552

6C1(a) RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-17-15 REPORTER: JD

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-133830	7-30-14

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a Name of Employer Trump Las Vegas Corp		b Tel No (702)982-0000 c Cell No
d Address 2000 Fashion Show Drive, Las Vegas, NV 89109	e Employer Representative	f Fax No g e-Mail h Dispute Location Las Vegas, NV
i Type of Establishment Hotel	j Principal Product or Service Hospitality	k Number of workers at dispute location 2000

l The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act

2 Basis of the Charge

In the past six months, the Employer has interfered with, restrained, and coerced its employees by promising benefits in exchange for agreeing to refrain from union activities or membership.

By these and other acts, the above-named Employer has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act

3 Full name of party filing charge
CULINARY WORKERS UNION, LOCAL 226 AFFILIATED WITH UNITE HERE

4a Address 1630 S Commerce St, Las Vegas, NV 89102-2700	4b Tel No (702)386-5193 4c Cell No 4d Fax No (702)386-5192 4e e-Mail

5 Full name of national or international labor organization of which it is an affiliate or constituent unit
CULINARY WORKERS UNION LOCAL 226 AFFILIATED WITH UNITE HERE

6 DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel No (702)386-5193
By [signature]	Jose Pineda, Department Head	Office, if any, Cell No (702)610-0161
(signature of representative or person making charge)	Print Name and Title	Fax No (702)386-5192
Address 1630 S Commerce St, Las Vegas, NV 89102-2700	Date 7/29/14	e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA) 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. 1-1117276045

G. C. Exh:
No. 2

RECEIVED
JUL 30 2014
NLRB Region 27

GC 2 RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-133830	/ 10/24/14

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer		b. Tel. No.
TRUMP RUFFIN COMMERCIAL LLC		(702)982-0000
		c. Cell No.
d. Address (street, city, state ZIP code)	e. Employer Representative	f. Fax No.
2000 Fashion Show Drive, Las Vegas, NV 89109		g. e-Mail
		h. Dispute Location (City and State) Las Vegas, NV
i. Type of Establishment (factory, nursing home, hotel)	j. Principal Product or Service	k. Number of workers at dispute location
HOTEL	LODGING	2000

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

In the past six months, the Employer has interfered with, restrained, and coerced its employees by promising benefits in exchange for agreeing to refrain from union activities or membership.

By these and other acts, the above-named Employer has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)
CULINARY WORKERS UNION, LOCAL 226 AFFILIATED WITH UNITE HERE

4a. Address (street and number, city, state, and ZIP code)	4b. Tel. No.
1630 S commerce St. Las Vegas, NV 89102-2700	(702)386-5193
	4c. Cell No. (702)610-0161
	4d. Fax No. (702)386-5192
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. (702)386-5193
By: (signature of representative or person making charge) Jose Pineda DEPT. HEAD Print Name and Title	Office, if any, Cell No. (702)610-0161
Address: 1630 S commerce St, Las Vegas, NV 89102-2700 Date: 10-24-2014	Fax No. (702)386-5192 e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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G. C. Exh: No. 3

NATIONAL LABOR
RELATIONS BOARD
REGION 27

2014 OCT 24 PM 3:43

DENVER, CO 80294

GC 3 RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-130526	6/9/14

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Trump Las Vegas Corp		b. Tel. No. (702)982-0000 c. Cell No.
d. Address 2000 Fashion Show Drive, Las Vegas, NV 89109	e. Employer Representative	f. Fax No. g. e-Mail h. Dispute Location Las Vegas, NV
i. Type of Establishment Hotel	j. Principal Product or Service Lodging	k. Number of workers at dispute location 5

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act

2. Basis of the Charge

Within the past six months, the Employer has interfered with, restrained, and coerced its employees by interrogating employees about their Union activities, creating the impression of surveillance and exercising surveillance of employees' union activities, threatening employees with discharge because of their union activities, soliciting grievances, promising benefits, and promulgating and maintaining a rule prohibiting employees from wearing union buttons

Within the past six months, the Employer discriminated against employees Gisela Happe, Celia Vargas, Carmen Llarull, Ofelia Diaz-Cardenas, and Rodolfo Alemán by suspending them in order to discourage union activities or membership and in retaliation for such activities.

By these and other acts, the Employer has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act

3. Full name of party filing charge
CULINARY WORKERS UNION, LOCAL 226 AFFILIATED WITH UNITE HERE

4a. Address 1630 S Commerce St, Las Vegas, NV 89102-2700	4b. Tel. No. (702)386-5193 4c. Cell No. 4d. Fax No. (702)386-5192 4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit
CULINARY WORKERS UNION, LOCAL 226 AFFILIATED WITH UNITE HERE

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (702)610-0161
By [signature]	Jose Pineda, Department Head	Office, if any, Cell No.
(signature of representative or person making charge)	Print Name and Title	Fax No. (702)386-5192
Address 1630 S Commerce St, Las Vegas, NV 89102-2700	Date: 6/9/14	e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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G. C. Exh:
No. 4

GC. 9 RECEIVED ✓ REJECTED

CASE NO. 28-CA-149999 CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-130526	10/23/14

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Trump Ruffin Commercial LLC		b. Tel. No. (702)982-0000 c. Cell No.
d. Address (street, city, state ZIP code) 2000 Fashion Show Drive, Las Vegas, NV 89109	e. Employer Representative	f. Fax No. g. e-Mail
		h. Dispute Location (City and State) Las Vegas, NV
i. Type of Establishment (factory, nursing home, hotel) Hotel	j. Principal Product or Service Lodging	k. Number of workers at dispute location 500

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

Within the last six months, the Employer interfered with, restrained, and coerced its employees by interrogating employees about their union activities and the union activities of others, and by threatening employees.

Beginning in around May 2014, and continuing to date, the Employer has interfered with, restrained and coerced employees by soliciting employee grievances, promising to remedy grievances and remedying grievances to discourage union activities.

In around May 2014, the Employer interfered with, restrained and coerced employees by granting benefits to on-call employees in the form of converting them to full-time status in order to discourage union activities. In around May 2014, the Employer interfered with, restrained and coerced employees by announcing its intention to hire additional staff in order to alleviate the workload on current staff.

On about June 6, 2014, the Employer interfered with, restrained and coerced employees by instructing employees to remove union insignia or to go home. On the same date, the Employer suspended employees for failing to remove union insignia.

On about July 18 and 23, 2014, the Employer, through its security guard agents, more closely monitored union supporters in an effort to intimidate them from engaging in union activities.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)
CULINARY WORKERS UNION, LOCAL 226 AFFILIATED WITH UNITE HERE

4a. Address (street and number, city, state, and ZIP code) 1630 S Commerce St, Las Vegas, NV 89102-2700	4b Tel. No. (702)386-5193 4c. Cell No. 4d. Fax No (702)386-5192 4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel No. (702)386-5193
By: [signature] JOSE PINEDA. DEPT. HEAD. (signature of representative or person making charge) Print Name and Title	Office, if any, Cell No.
Address: 1630 S Commerce St, Las Vegas, NV 89102-2700 Date: 10/22/2014.	Fax No. (702)386-5192 e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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G. C. Exh:
No. 5

NATIONAL LABOR
RELATIONS BOARD
REGION 27

2014 OCT 23 AM 9:05

DENVER, CO 80294

GC. 5 RECEIVED ✓ REJECTED

CASE NO. 28-CA-149991 CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Trump Ruffin Commercial LLC — **Cases 27-CA-130526, 27-CA-133830**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in its facility located in Las Vegas, Nevada. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

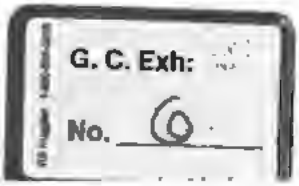
NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

This Agreement does not prevent the Charged Party from holding Direct Line meetings, Trump Talk meetings or other department meetings with employees consistent with the Act. In doing so, however, the Charged Party may not impliedly promise to remedy employee grievances in order to discourage employees from supporting a union.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.



Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party involving this location within twelve (12) months of the approval of this Settlement Agreement, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on November 25, 2014 in the instant cases. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **TRUMP RUFFIN COMMERCIAL LLC**		**Charging Party** **CULINARY WORKERS UNION, LOCAL 226 AFFILIATED WITH UNITE HERE**	
By: Name and Title Brian Baudreau Vice President/Managing Director	Date 12-23-14	By: Name and Title /s/ Jose Pineda Department Head	Date 12-22-14
Recommended By: STEPHANIE STROUP SCAFFIDI, Field Examiner	Date 12/29/14	Approved By: Regional Director, Region 27	Date 12-29-14

G.C.O. RECEIVED ✓ REJECTED _____

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 4 DATE 1.18.15 REPORTER JD

2

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT ask you about your and other employee's union activities.

WE WILL NOT solicit your complaints and grievances and impliedly promise that we will remedy them in order to discourage you from supporting a union.

WE WILL NOT promise you better benefits or give you new or better benefits to discourage you from supporting a union.

You have the right to wear union pins while working, and **WE WILL NOT** stop you from wearing union pins at work or send you home for wearing union pins at work so long as such pins are not so conspicuous as to interfere with the Employer's public image.

WE WILL NOT threaten you with discharge for engaging in union activities.

WE WILL NOT closely monitor you in order to intimidate you from engaging in union activities.

WE WILL remove from our files all references to the suspensions of Gisella Happe, Celia Vargas, Carmen Llarull, Ofelia Diaz Cardenas and Rodolfo Aleman, and **WE WILL** notify them in writing that this has been done and that their suspensions will not be used against them in any way.

WE HAVE paid Gisella Happe, Celia Vargas, Carmen Llarull, Ofelia Diaz Cardenas and Rodolfo Aleman for the wages and other benefits they lost because we suspended them.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Trump Ruffin Commercial LLC
(Employer)

Dated: 12.23.14 By: [signature] VP/managing Member
(Representative) (Title)

3

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Telephone: (303)844-3551
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

FORM NLRB-502 (RC)
(4-15)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

RC PETITION

DO NOT WRITE IN THIS SPACE	
Case No.	Date Filed
28-RC-153650	June 5, 2015

INSTRUCTIONS: ***Unless e-Filed using the Agency's website, www.nlrb.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.***

1. **PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE** - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. **The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.**

2a. Name of Employer	2b. Address(es) of Establishment(s) Involved *(Street and number, city, State, ZIP code)*
Trump International Hotel Las Vegas	2000 Fashion Show Drive; Las Vegas, Nevada 89109

3a. Employer Representative – Name and Title	3b. Address (if same as 2b – state same)
Brian Baudreau, General Manager	same

3c. Tel. No.	3d. Cell No.	3e. Fax No.	3f. E-Mail Address
702.982.0000		(702) 476-7040	bbaudreau@trumphotels.com

4a. Type of Establishment *(Factory, mine, wholesaler, etc.)*	4b. Principal product or service	4c. City and State where unit is located:
hotel	hospitality and lodging	Las Vegas, Nevada

5b. Description of Unit Involved

Included: all regular full-time and regular part-time housekeeping, food and beverage and front services employees

Excluded: all front-desk employees, valet parkers, drivers, engineering and maintenance employees, office clerical employees, confidential employees, and all supervisors and guards as defined in the Act

6a. No. of Employees in Unit: 715

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? Yes [✓] No [ ]

Check One:

[✓] 7a. Request for recognition as Bargaining Representative was made on (Date) 3/13/15 and Employer declined recognition on or about 3/24/15 (Date) *(If no reply received, so state).*

[ ] 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent *(If none, so state).*	8b. Address
none	

8c. Tel No.	8d Cell No.	8e. Fax No.	8f. E-Mail Address

8g. Affiliation, if any	8h. Date of Recognition or Certification	8i. Expiration Date of Current or Most Recent Contract, if any *(Month, Day, Year)*

9. Is there now a strike or picketing at the Employer's establishment(s) involved? no if so, approximately how many employees are participating? _____

(Name of labor organization) _____, has picketed the Employer since *(Month, Day, Year)* _____

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. *(If none, so state)*

10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
none		10e. Fax No.	10f. E-Mail Address

11. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election.

11a. Election Type: [✓] Manual [ ] Mail [ ] Mixed Manual/Mail

11b. Election Date(s):	11c. Election Time(s):	11d. Election Location(s):
June 19, 2015	7 a.m.-9 a.m. and 4 p.m.-7 p.m.	Employee Dining Room

12a. Full Name of Petitioner *(including local name and number)*	12b. Address *(street and number, city, state, and ZIP code)*
Local Joint Executive Board of Las Vegas	1630 S. Commerce St., Las Vegas, NV 89102

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent *(if none, so state)*
UNITE HERE International Union

12d. Tel No.	12e. Cell No.	12f. Fax No.	12g. E-Mail Address
(702) 385-2131		(702) 386-9517	gkline@culinaryunion226.org

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title	13b. Address *(street and number, city, state, and ZIP code)*
Richard G. McCracken, attorney	1630 S. Commerce St., Las Vegas, NV 89102

13c. Tel No.	13d. Cell No.	13e. Fax No.	13f. E-Mail Address
702-386-5107	415-517-7226	702-386-9848	rmccracken@ccbsf.com

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name *(Print)*	Signature	Title	Date
Richard G. McCracken	Richard G. McCracken	attorney	6/5/15

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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G.C. Exh: No. 7

RECEIVED
NLRB REGION 28
LAS VEGAS, NEVADA

2015 JUN -5 PM 12: 32

GC 7 RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL LLC

Employer

and **Case 28-RC-153650**

LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, A/W UNITE HERE INTERNATIONAL UNION

Petitioner

ORDER POSTPONING ELECTION INDEFINITELY

Pending the investigation and disposition of a related unfair labor practice charge filed against the Employer in Case 28-CA-149979,

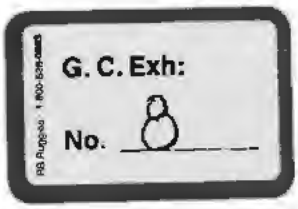
IT IS ORDERED that the election in the above matter, scheduled to be conducted on June 25, 2015, in Las Vegas, Nevada be, and the same is, postponed indefinitely.

Please place this Order next to all Notices of Election previously posted.

Dated at Phoenix, Arizona, this 24th day of June 2015.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL LLC **Employer** **and** **LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, A/W UNITE HERE INTERNATIONAL UNION** **Petitioner**	**Case 28-RC-153650**

AFFIDAVIT OF SERVICE OF: ORDER POSTPONING ELECTION INDEFINITELY
Dated: June 24, 2015

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on June 24, 2015, I served the above documents by electronic mail upon the following persons, addressed to them at the following addresses:

Trump International Hotel Las Vegas
2000 Fashion Show Drive
Las Vegas, NV 89109-1936
Email: bbaudreau@trumphotels.com

Local Joint Executive Board Of Las Vegas,
A/W Unite Here International Union
1630 South Commerce Street
Las Vegas, NV 89102
Email: gkline@culinaryunion226.org

Sarah Hamilton, Attorney At Law
Seyfarth Shaw, LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105-2930
Email: shamilton@seyfarth.com

Ronald J. Kramer, Attorney at Law
Seyfarth Shaw, LLC
131 South Dearborn Street, Suite 2400
Chicago, IL 60603-5577
Email: rkramer@seyfarth.com

Richard G. McCracken, Attorney at Law
McCracken, Stemerman & Holsberry
1630 South Commerce Street, Suite A-1
Las Vegas, NV 89102-2705
Email: rmccracken@dcbsf.com

Barry S. Jellison, Attorney at Law
Davis, Cowell & Bowe, LLP
595 Market Street, Suite 1400
San Francisco, CA 94105-2821

6.C.6 RECEIVED ✓ REJECTED
28-CA-14979 CASE NO. CASE NAME: Trump Ruffin
OF PAGES: 3 DATE: 11-18-15 REPORTER: JD

2

June 24, 2015
Date

Nancy Martinez Designated Agent of NLRB
Name

/s/ Nancy Martinez
Signature

Internet Form NLRB-4551
(11-94)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST TO PROCEED

In the matter of Treasure Island Hotel Las Vegas (Name of Case) 28-RC-153050 (Number of Case)

The undersigned hereby requests the Regional Director to proceed with the above-captioned representation case, notwithstanding the charges of unfair labor practices filed in Case No. see list below
The alleged unlawful conduct in the above (unfair labor practice) case that occurred after the filing of the petition may constitute the basis of objections.

Date November 6, 2015

By Richard G. McCracken

Attorney for LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

(Title)

List of outstanding Unfair Labor Practice Case Numbers:

28-CA-149979
28-CA-150529
28-CA-155072
28-CA-156304
28-CA-156719
28-CA-157883

G. C. Exh:
No. 9

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28CA-149999
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD

EXHIBIT EXCLUDED

Leading Case Number 28-CA-149979

Leading Case Name Trump Ruffin

Exhibit Number GC 10

Description Order Directing Hearing

The above-referenced exhibit is not included herein for the following reason:

1. Exhibit Withdrawn ✓
2. Exhibit Rejected _____
3. Other (Explain) _____

Exhibit retained by Court reporter

Court Reporter

TRUMP

INTERNATIONAL HOTEL™

LAS VEGAS

Associate Handbook

G. C. Exh:

No. 11

TRUMP INTERNATIONAL HOTEL, LAS VEGAS

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6C 11 RECEIVED ✓ REJECTED ____

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INTRODUCTION

Welcome to our team at Trump International Hotel, Las Vegas ("TIHLV," "Trump International" or the "Hotel"). We are happy that you have decided to join us in our mission to be both the hotel of choice for visitors and the employer of choice for the most dedicated luxury service providers in our industry.

Our business is hospitality and our role is to make our guests/owners feel consistently appreciated and valued during their stay with us, ensuring their return visit. Our jobs depend completely on our guests/owners and their complete satisfaction. Your challenge is to deliver exceptional service by, among other things, anticipating and exceeding our guests' expectation of a first-class, extraordinary hotel experience. The warmth of your welcome, the sincerity of your smile, and the graciousness of your greeting will make the difference and win guest loyalty. Our success depends a great deal on your hospitality skills and I look forward to seeing you meet this challenge.

Congratulations and again, welcome.

Brian Baudreau
Vice President, 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 TIHLV. 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 is it a guarantee of continued employment, and should not be viewed or construed as the basis of any contractual obligations of the Hotel.

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. 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.

ABOUT THE TRUMP ORGANIZATION

Under the direction of Donald J. Trump, the Trump Organization encompasses global real estate development, global licensing, sales and marketing, property management, golf course development, entertainment, product licensing, brand development, restaurants and event planning.

A rapidly growing division within the Trump Organization, The Trump Hotel Collection, is an international brand of luxury hotels dedicated to providing guests the ability to experience more and live life without boundaries, limits or compromise. Currently located in New York (SOHO & Central Park), Chicago, Las Vegas, Panama, Toronto, Waikiki, Miami, Vancouver, Washington D.C., Rio de Janeiro, and Ireland – no two hotels are alike, each renowned for its location and architecture. At a Trump Hotel Collection property, no detail is overlooked and no expense spared in creating a personalized experience that continually raises the bar on the five-star luxury travel experience worldwide.

The Hotel Collection offers an aura of exclusivity through individuality, comfort and unprecedented access to the destination outside your door. Our signature Trump Attaché™ offering delivers uncompromising hospitality service to please both the leisure and business travelers.

Opened on March 31, 2008, Trump International Hotel Las Vegas is a 64 story tower rising 645 feet above the Las Vegas Strip and wrapped in 24-karet gold. Our 1282 ultra-luxury hotel residences offer panoramic views of the city skyline and valley beyond. Designed by noted architectural firm, Bergman, Walls & Associates Ltd and Design 360 Unlimited, Trump International Hotel is one of three founding properties of the Trump Hotel Collection.

TRUMP FAMILY BIOS

	Donald J. Trump has become the most recognized businessman in the world, and the Trump brand is readily acknowledged as representing the gold standard around the globe. As the pre-eminent developer of quality real estate, his acumen is unrivaled, and the diversity of his interests has set a new paradigm in the world of business. His commitment to excellence is legendary, and his work as a philanthropist is an integral part of his ethos. He is the archetypal businessman, and an icon of New York.
	Donald J. Trump Jr. is an innovator and leader in today's young business world. As an Executive Vice President at The Trump Organization, Donald Jr. works in tandem with his siblings Ivanka and Eric to expand the company's real estate, retail, commercial, hotel and golf interests nationally and internationally. His extensive real estate development experience, rigorous education and inherent business sense add a level of detail and depth to the management of all current and future Trump projects.

	Eric F. Trump joined The Trump Organization in 2006 after graduating with honors from Georgetown University in Washington, D.C., with a degree in Finance and Management and a minor in Psychology. As Executive Vice President of Development and Acquisitions, Eric is responsible for all aspects of real estate development and deal flow, both nationally and internationally.
	As Executive Vice President of Development & Acquisitions of The Trump Organization, Ms. Trump is charged with the domestic and global expansion of the company's real estate interests. Along with her father, Donald J. Trump and her siblings, Donald Jr. and Eric, Ms. Trump, who joined the organization in 2005, directs all areas of the company's real estate and hotel management platforms. Ms. Trump actively participates in all aspects of both Trump® and Trump branded projects, including deal evaluation, pre-development planning, financing, design, construction, sales and marketing, and ensuring that Trump's world-renowned physical and operational standards are met.

MISSION STATEMENT

By creating an unsurpassed regard for all of our associates, our associates will in turn create an unparalleled guest experience which ultimately translates into success for all of our stakeholders including: our owners, developers, The Trump Organization & most importantly our associate team.

VISION STATEMENT

To create the preeminent luxury hotel brand in the world.

TRUMP GUIDING PRINCIPLES AND VALUES

TIHLV asks you to embrace the following culture which is essential to our operational success. The Hotel's Culture 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 SERVICE BASICS

Anticipate guest's needs
Provide our guests/owners with their unexpressed wishes and strive to enhance each guest's experience by going beyond his/her usual request.

Nothing less than 100%
Know your internal and external customer.
Know guest expectations. When guests express concern; be genuinely apologetic but most importantly take ownership and follow up in 15 minutes to ensure satisfaction. Never lose a guest. 100% satisfaction is the responsibility of each associate.

Know your product
Be the expert as it relates to details surrounding your hotel destination and job function. Be enthusiastically conversant relative to the key points in each of these areas.

Never say No
Every guest request can be fulfilled. If for any reason you are unable to meet the guest's expectations, be creative and offer other options. When you don't know the answer to a question, find someone who does.

Each guest has a name
Remember to use a guest's name whenever possible. Doing so makes them feel welcome and right at home.

Use TIHLV telephone etiquette
The telephone is often a guest's first impression. Always use proper telephone etiquette. Answer the telephone within three rings with great enthusiasm and a smile in your voice. Use a pleasant greeting, state your name, department, and ask "how may I assist you." Never place a guest on hold without asking them first.

The 10/5 rule
Whenever you are within 10 feet of a guest, make eye contact with a genuine smile. Whenever you are within 5 feet of a guest, acknowledge them with a warm and sincere greeting.

Escort our guests
Make our guests feel at home. When they ask you for directions, do not point. Escort them to a point where they feel comfortable with directions given.

Extend courtesy
We are here for one reason, and that is to provide the ultimate guest satisfaction. Always go out of your way to extend common courtesy. Always allow guests to enter or exit the elevator first. Never interrupt a guest when he/she is speaking. Use polite and non scripted expressions of gratitude.

Let your personality show
One of the reasons you were hired is your charisma and personality. We want you to use these great traits. Guests thoroughly enjoy being part of an environment where associates can be themselves and at the same time act as true professionals.

Have some fun
Do whatever you can to create a pleasurable environment where your actions insure our guests leave the Hotel with a positive memory and an anticipation of a return visit.

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, bas 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 TIHLV that all new associates will be in an introductory period for the first 90 calendar days of employment. Associates transferred and/or promoted into a new/different position will be required to serve a new introductory period. 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 Hotel may extend, upon written notice, the duration of the introductory period if it determines, in its sole discretion, that such an extension is appropriate. 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. If the introductory period is extended for an associate who would otherwise be benefit eligible, the associate's benefit status will not be impacted by an extension of the introductory period.

Associates will earn, but will not be able to use any Paid Time Off during their new-hire introductory period.

EMPLOYMENT ELIGIBILITY

It is the policy of TIHLV to comply with all federal immigration laws, including the Immigration Reform and Control Act of 1986. Accordingly, it is the policy of TIHLV to hire and employ only those individuals who are lawfully authorized for employment in the United States.

To comply with federal immigration law, TIHLV must collect certain information and review certain documentation concerning the employment authorization of new associates. This information and documentation will be used only for compliance with applicable laws and will not be used for any employment related decisions or for any other unlawful purpose. Failure to provide such information and documentation within the time specified by TIHLV will result in termination of employment. If your authorization for employment changes or terminates after the start date of your employment, you are required to inform the Human Resources Director immediately.

EMPLOYMENT OF RELATIVES

While TIHLV does not wish to deprive itself of the services of potentially valuable Associates by establishing a policy excluding the employment of relatives, it must be acknowledged, that such employment can result in the appearance of a conflict of interest, collusion, favoritism and other undesirable work environment conditions.

Therefore, management reserves the right to limit the employment of relatives in situations within the company if a conflict of interest is deemed to exist. A relative may not work under the direct or indirect supervision of a relative. Relatives may not work in situations that create the possibility of conflicts of interest including within the same department without specific written consent of both the Director of Human Resources and the property's General Manager.

For purposes of this policy; a "relative" is an individual related by blood, marriage or adoption. Additionally, any person who is dating or co-babiting in the same living quarters would also be considered a relative under this policy.

Associates who work in the following departments may not bave a "relative" or "cohabitant" be employed under any circumstances, unless specifically approved by the Managing Director.

- Human Resources
- Members of the Executive Committee
- Finance Department (including IT and Payroll)
- Security

In situations where marriage or co-habitation subsequent to employment creates a potential conflict, one of the associates involved will be required to transfer, be rescheduled, asked to change jobs or terminated to avoid actual or perceived conflicts of interest, avoid morale problems and to maintain

the security of the property. Each situation will be handled based upon its own unique circumstances, the availability of positions and the specific qualifications of the individuals involved.

Human Resources is responsible for the administration of the relatives' policy. If an associate has or develops a relationship which would be the subject of this policy, it is the associates' duty to notify Human Resources in writing within 7 days.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

TIHLV is an equal opportunity employer. TIHLV employs qualified individuals based solely on ability, training and experience. Therefore, TIHLV does not and will not, discriminate for or against any associate or applicant for employment based upon race, color, religion, age, sex, disability, national origin, sexual orientation or any other classification protected by applicable law. This policy applies to all areas of employment and all activities of TIHLV 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 Human Resources Director. TIHLV 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

TIHLV is firmly committed to complying with the Americans with Disabilities Act and other federal and state 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 Human Resources Department.

TIHLV also will make reasonable accommodation to the religious beliefs of our associates in accordance with applicable law.

POLICY PROHIBITING HARASSMENT IN THE WORK PLACE

The Hotel is committed to providing a working environment free from harassment where all associates are treated with dignity, respect and courtesy. Each associate has the right to work in a professional atmosphere. To that end, the Hotel prohibits discriminatory practices, including sexual harassment and harassment based on race, color, religion, age, sex, disability, national origin, or any other characteristic protected by applicable law. Harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated by the Hotel.

The purpose of this policy prohibiting harassment is to educate all of our associates about what may constitute harassment, to notify everyone who works here that the Hotel will not condone or tolerate harassment, and to establish a procedure which encourages anyone who feels they have been subjected to harassment to report such conduct to representatives of the Hotel.

Definition of Harassment Based on Race, Color, Religion, Age, Sex, Disability, National Origin, or any Other Characteristic Protected by Applicable law.

Harassment is verbal, non-verbal or physical conduct that denigrates or shows hostility or aversion towards an individual because of the race, color, religion, age, sex, disability, national origin, or any other characteristic protected by applicable law of that individual or persons with whom the individual associates. For example, racial harassment includes harassment based on an immutable characteristic associated with race (e.g., skin color or facial features). Similarly, religious harassment may include demands that an associate alter or renounce some religious belief in exchange for job benefits. TIHLV prohibits behavior based on a person's race, color, religion, age, sex, disability, national origin, or any other characteristic protected by applicable law that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Regardless of whether any single instance of improper behavior rises to the level of harassment prohibited by law, it is TIHLV's policy that such behavior is inappropriate and offensive, and will not be tolerated. Examples of behavior that violate this policy and may constitute harassing conduct include, but are not limited to any of the following actions, if based on race, color, religion, age, sex, disability, national origin, or any other characteristic protected by applicable law:

- epithets, slurs, quips, or negative stereotyping;
- threatening, intimidating or hostile acts;
- written or graphic material (including graffiti) that denigrates or shows hostility or aversion toward an individual or group; or
- "jokes", "pranks" or other forms of "humor" that are demeaning or hostile.

DEFINITION OF SEXUAL HARASSMENT

For purposes of this policy, sexual harassment includes unwelcome or unwanted sex-based conduct: (1) when an associate's submission to or rejection of this conduct affects decisions regarding hiring, evaluation, promotion or any other aspect of employment; (2) when such conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

The Hotel prohibits any inappropriate or offensive behavior including, but not limited to:

- Coerced sexual acts;
- Express or implied demands for sexual favors in exchange for favorable reviews, assignments, promotions, continued employment or promises of continued employment;
- Touching or assaulting an individual's body, or staring, in a sexual manner;
- Graphic, verbal commentary about an individual's body or sexuality;

- Unwelcome or offensive sexual jokes, sexual language, sexual epithets, sexual gossip, sexual comments or sexual inquiries;
- Unwelcome flirtations, advances, or propositions;
- Sexually suggestive or obscene comments or gestures;
- The display in the workplace of graphic and sexually suggestive objects, pictures or graffiti;
- Negative statements or disparaging remarks targeted at one sex (either men or women), even if the content of the verbal abuse is not sexual in nature; or
- Any form of retaliation against an associate for complaining about the type of behavior described above.

The type of behavior described above as examples of sexual harassment or harassment based on protected characteristics is unacceptable not only in the workplace, but also in other work-related settings such as business trips or business-related social events. This policy prohibits such harassing conduct whether done verbally or non-verbally, including through e-mail or other Hotel electronic systems.

Individuals Covered by this Policy

This policy covers all Hotel associates whether or not they are on Hotel premises, provided that such individuals are conducting Hotel-related business or are participating in a Hotel-sponsored event or function. Any type of harassment, whether engaged in by fellow associates, supervisory associates, or by non-associates with whom the associate comes into contact in the course of employment (e.g., service providers or contractors), violates this policy and will not be tolerated. The Hotel encourages the reporting of all incidents of harassment, regardless of who the offender may be.

Similarly unacceptable under this policy is participation in work-related activities whether in or outside the workplace that are inconsistent with a professional atmosphere that promotes equal employment opportunity or that are exclusionary with respect to any individual's race, color, religion, age, sex, disability, national origin, or any other characteristic protected by applicable law. This includes patronizing, in connection with work-related activities, adult entertainment establishments or facilities that exclude use by any individual on the basis of his or her protected status.

Reporting and Investigating a Complaint of Harassment or Sexual Harassment

The Hotel encourages, but does not require, individuals who believe they are being harassed to notify firmly and promptly the alleged offender that his or her behavior is offensive or unwelcome. Whether or not you choose to discuss the incident with the alleged offender, you must report the incident to a member of the management staff, whether it is your direct supervisor, another department management staff or a member of Human Resources. We encourage prompt reporting of complaints so that rapid and appropriate action may be taken. Supervisors and managers are required to report all conduct they believe may violate this policy, whether they directly observe the conduct, or it is reported to them, directly to the Director of HR or his/her designee. Complaints will be accepted orally or in writing.

The Hotel also encourages individuals to report perceived acts of harassment by non-associates, such as clients, vendors, other service providers and any other non-associates. Those reports also should be made to Director of HR or his/her designee.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination and harassment. Therefore, while no fixed reporting period has been established, you are strongly urged promptly to report complaints or concerns so that rapid and constructive action can be taken.

All allegations of harassment will be promptly investigated. The Hotel will endeavor to maintain confidentiality throughout the investigatory process to the extent practical and appropriate under the circumstances. The Hotel, however, has a legal obligation to act on all information it receives if it believes an individual may be engaging in wrongful conduct or violation of law. Individuals involved in the investigation process are expected to provide their full cooperation and to maintain confidentiality.

Our immediate goal is to take prompt remedial action to stop the discriminatory, harassing or offensive conduct if a violation of this policy is found. Our second goal is to assure that the violation will not reoccur. Even where a violation is not found, it may be appropriate to counsel individuals regarding their behavior. At the conclusion of the investigation, the Hotel will advise any individual who has made a complaint under this policy that the investigation has concluded and share other information as may be appropriate under the circumstances.

Retaliation

The Hotel will not retaliate in any way against an individual who makes a report of perceived harassment or discrimination or participates in an inquiry of such reports; nor will we permit any associate or supervisory associate to do so. Retaliation is a serious violation of the Hotel's harassment policy and anyone who feels they have been subjected to any acts of retaliation should immediately report such conduct directly to the Human Resources Department. Any person who retaliates against another individual for reporting any perceived acts of harassment will be subject to disciplinary action up to and including termination of employment. The prohibition against retaliation includes, but is not limited to remarks, threats, physical or verbal abuse, any discrimination in terms of pay, advancement, opportunities, termination, job assignments or reassignments, unwelcome or unwarranted transfers, threats of punishment or revenge, actual punishment or revenge (for reporting or assisting in discrimination or harassment inquiries), or other acts that could be interpreted as retaliatory.

Disciplinary Action For Violating This Policy

If the Hotel finds that this policy has been violated, the violator will be subject to appropriate disciplinary action. Although the specific corrective and disciplinary action will be within the Hotel's discretion, it may include: verbal or written reprimand; referral to appropriate counseling; withholding of a promotion or bonus; reassignment; temporary suspension; and/or discharge. The Hotel also reserves the right to require counseling, training and/or monitoring as a condition of continued employment even when a violation is not found. In addition, conduct that is unlawful may subject individuals to civil, and in some cases, criminal liability.

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 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. TIHLV encourages associates to use its open door policy, described above.

PERSONNEL 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. This information will not be used as a basis for any employment decision.

In accordance with applicable law, associates may, upon request, inspect certain documentation in their personnel files provided that the requests for inspection are made at reasonable intervals. An associate may obtain a copy of certain documentation in his/her personnel file at his/her own cost. At all times, the personnel file remains Hotel property and may not be removed from the premises.

NO SOLICITATION/DISTRIBUTION ON PROPERTY

In order to maintain and promote sufficient operations, discipline and security, the Company has established rules applicable to all employees who govern solicitation and distribution of written material. All employees are expected to comply with these Company rules.

Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Nonemployees will not be permitted to solicit or distribute written material for any purpose on Company property.

PAY PRACTICES AND PROCEDURES

ASSOCIATE CLASSIFICATIONS

All Hotel associates are classified as full-time, part-time, on-call or seasonal. Additionally, each classification is identified as exempt or non-exempt.

Full-time associates are associates that are scheduled to work a minimum of 30 hours per week. Part-time associates are associates that are scheduled to work less than 30 hours per week. On-call and seasonal associates will work an undetermined number of hours each week based on business needs. Unless otherwise specified, the Hotel benefits described in this Handbook apply only to full-time associates.

Associates also are classified as exempt or non-exempt under the Fair Labor Standards Act ("FLSA") and applicable state law. Non-exempt associates are associates who are entitled to overtime pay in accordance with applicable federal and state law. Exempt associates include managers, executives, professionals, and others who are exempt from the overtime pay provisions of federal and state law. You will be informed of your job classifications upon commencement of employment.

COMPENSATION ADMINISTRATION

To attract and retain associates, the Hotel attempts to offer compensation that is competitive with wages paid by other employers in our market and industry.

Generally, associate compensation and performance are reviewed on an annual basis every March. Unless set forth in an individual employment agreement signed by the Managing Director of the Hotel, associates are not guaranteed wage increases of a specific amount or at a specific time. Questions regarding compensation may be directed to your supervisor or the Human Resources Department.

TIP REPORTING

Those associates who rely on tips for income are required by federal law to report tips fully every pay period. Trump Las Vegas will make available a Tip compliance program through the IRS for negotiated hourly tip rates to simplify the reporting and tracking requirements.

For further information regarding the Tip Compliance Program please see the payroll accountant.

RECORDING WORK TIME

The Hotel must keep accurate records of the time worked by each associate. Therefore, non-exempt associates are required to "clock-in" and "clock out" when they begin their shift each day and when they complete a shift. 8 continuous hours or longer are provided with a 30 minute meal break and are required to "clock-in" and "clock out". 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.

Should you for any reason fail to punch your identification/biometric card, report this fact to your Department Manager. Any handwritten entries must be initialed by the associate and the Department Manager.

All non-exempt associates are required to be in proper uniform and ready for duty when they "clock-in" and also must "clock-out" promptly after completing their shift. Deliberately punching in before being ready for duty or punching out in an untimely fashion may result in discipline, up to and including termination.

Our workweek begins Sundays at 12:00 am and ends the following Saturday at 11:59pm.

HOTEL GATEKEEPER

All Hotel Associates are required to enter and exit the building through the Associate entrance. Upon entering and exiting the building, each Associate is required to swipe their Trump ID badge at the gatekeeper clock outside the security window. The gatekeeper enables security to quickly ascertain who is in the building in the event of an emergency. The gatekeeper is not linked to the time and attendance clocks.

MEAL AND REST PERIODS

All associates who are scheduled to work for 8 continuous hours or longer are provided with a 30 minute "meal" break that will generally begin no later than halfway through the start of the shift. This is unpaid and Associates are required to clock out and back in for meal periods. Meal breaks are not counted toward worked hours. Employees are to be completely relieved from duty during their meal break. If an employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked. All associates are permitted a 10-minute compensable rest period for each 3.5 hour worked. Employees who voluntarily work through their break periods will not he permitted additional compensation. Failure of hourly employees to return on time from breaks or lunch will require management to take disciplinary action and deduct pay for time missed.

OVERTIME

It is the policy of TIHLV to pay non-exempt associates overtime in accordance with federal, state and local regulations.

All overtime must be either requested by the associate's supervisor or approved in advance by the associate's supervisor. Failure to obtain such approval may result in discipline, up to and including termination.

For purposes of calculating the payment of overtime, "hours worked" refers only to those hours actually worked. Accordingly, vacation time and other paid or unpaid time off will not be considered as hours worked for the purpose of computing overtime.

Exempt associates are expected to work as many hours as needed to perform the work required. Exempt associates are not eligible for overtime pay.

EXEMPT ASSOCIATE PAY

Exempt associates are paid on a salary basis because they are expected to work as many hours as needed to perform the work required. Because of this expectation, an exempt associate's salary is not subject to reduction because of variations in the quality or quantity of the work performed. Exempt associates will receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked, with the exception of their first and last week of employment. In limited instances, deductions from the weekly pay of exempt associates may be made. Please direct any questions regarding this area to the Human Resources Department.

If an exempt associate believes an improper deduction was taken from his or her paycheck, he or she should contact the Payroll accountant.

TRANSFERS AND PROMOTIONS

The Company encourages associates to assume higher-level positions or lateral transfers for which they qualify.

Generally associates must be in their job for at least 6 months before applying for a change in a position. In addition, associates must meet all job qualifications and must be in good standing with no active (6 months) disciplinary action on file beyond a verbal warning.

Associates requesting a transfer must complete a Career Opportunity Transfer request form. If transfer is approved, you will serve a new introductory period of 90 days and may be required to submit to drug testing and submission of any cards and/or certification required for the new position. Transferred associates will receive the stated wage rate for the position if selected.

ASSOCIATE REFERRAL PROGRAM

The Company appreciates recommendations made by existing associates for qualified experienced candidates. If you are an active full-time regular, part-time or on-call associate and you recommend a candidate who is hired by the Company in either a full-time regular, part-time or on-call basis, you may be eligible to receive a referral bonus. In order for the referral payment to be processed in a timely manner, the referring associate's name must appear as the referral source on the referred candidate's current application to the position for which he/she is being hired. A referring associate will be eligible to receive a referral payment of up to $200.00. Referral payments are processed through payroll and subject to applicable taxes. The referral payment will not be "grossed-up"; applicable taxes will be deducted from each $200.00 payment. The Company, however, must employ your referral for at least 90 days and be in good standing with no disciplinary action beyond a verbal warning.

This referral bonus may be changed from time to time depending on existing market conditions. The current bonus is up to 200.00 per hire.

PLEASE NOTE: Human Resources Associates, Director Level and above are not eligible for this benefit. Hiring Managers/Supervisors are not eligible for a referral bonus if the position is in their department.

PAYCHECKS

Paychecks are distributed on a bi-weekly basis. Payroll checks or direct deposit stubs are distributed in sealed envelopes. Live paychecks can be picked up at Security and stubs will be delivered to the department.

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

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 the Human Resources Department. Once submitted, the direct deposits become effective within two (2) to three (3) pay periods depending upon your financial institution.

RESIGNATION AND TERMINATION

If you resign from your employment, we ask you to give TIHLV two (2) weeks advance notice. The resignation process includes returning Hotel property, completing forms and generally, participating in an exit interview. Upon resignation, TIHLV may require you to leave TIHLV immediately or at any time during the notice period. **An associate who gives TIHLV proper advance notice of his/her resignation will receive his/her final wages, and payment for any accrued but unused vacation time, on the next regular payday after the last day worked.**

If TIHLV terminates an associate's employment at any time for any reason, TIHLV will pay the associate his/her final wages, and any accrued but unused vacation time, on the day of termination.

DEPARTURE PROCEDURE

Upon termination of employment, all Associates will be asked to present a completed Associate Clearance Slip to Human Resources. The clearance must be signed by all affected departments, and requires that all Hotel property, keys, security access cards and uniforms are to be returned. Additionally, all outstanding debt owed to the Hotel must be paid upon presentation of the clearance slip, and or associate will need to authorize from final paycheck for debt owed.

PERSONAL TIME OFF

It is the policy of Trump International to provide associates with the opportunity to take paid time off for rest, recreation, attending to personal business or to be off work because of illness. Paid time off includes vacation, holiday pay and personal days.

All full-time and part-time associates are eligible for paid time off. On-call and temporary employees are not eligible to accrue paid time off.

HOLIDAYS

At the completion of the 90 day introductory period, Associates are eligible for the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Exempt/Salaried associates who work on a paid holiday must take the holiday off within 30 days of the holiday they worked.

VACATION

TIHLV recognizes that associates can work more successfully and efficiently if they periodically take time away from their normal work routine. Accordingly, TIHLV provides paid vacation for full and part-time associates and encourages them to utilize this benefit. Vacation is paid at the associate's rate of pay at the time vacation leave is taken.

Full and part-time associates begin to earn vacation days on their hire date. Vacation days may not be taken until the completion of 90 days of continuous employment.

Associates do not accrue vacation days during any unpaid leave of absence, including FMLA leave. Part-time associates accrue on a pro-rata basis in accordance with the number of days/hours worked per week. Vacation will be based upon the hours associates are regularly scheduled to work during past anniversary year. Vacation will be compensated at regular straight-time rate of pay as of the date vacation is taken. All associates are encouraged to take time off. Associates are responsible for taking time off; days in excess of maximum carry over will be forfeited.

Upon termination of employment, associates will be paid for any accrued and unused vacation days in accordance with applicable law.

Vacation is earned as follows:

Non-Exempt Full-Time and Non-Exempt Part-Time:

Years of Employment	Hours Earned Per 80-hour Pay Period	Max Days Earned Per Year
Year 1	1.5385	5
Years 2-4	3.0769	10
Years 5+	4.6154	15

The maximum number of carryover days during a year is as follows:

Years of Employment	Max Days/Hours Accrued Each Year	Maximum Carryover Days/Hours @ Anniversary Date
Year 1	5 days/40 hours	2 days/16 hours
Years 2-4	10 days/80 hours	5 days/40 hours
Years 5+	15 days/120 hours	7 days/56 hours

Exempt Full-Time:

Years of Employment	Hours Earned Per 80-hour Pay Period	Days Earned Per Year
Year 1	3.0769	10
Years 2-4	4.6154	15
Years 5+	6.1538	20

The maximum number of carryover days during a year is as follows:

Years of Employment	Days/Hours Accrued Each Year	Maximum Carryover Days/Hours @ Anniversary Date
Year 1	10 days/80 hours	5 days/40 hours
Years 2-4	15 days/120 hours	7 days/56 hours
Years 5+	20 days/160 hours	10 days/80 hours

PERSONAL DAYS (4)

Full-time associates will be eligible for 4 personal days (32 hours) each year in addition to vacation time. Part-time associates will receive pro-rated hours toward personal days based on the number of hours they normally work per week. Personal days will begin accruing on hire date; but, may not be taken until the completion of 90 days of continuous employment. Personal days may be used for extra vacation, illness or any other purpose. Personal days are not vested; therefore, at the time of termination of employment, are not paid out if unused. Personal days not taken prior to next anniversary date will be forfeited.

Associates do not accrue personal days during any unpaid leave of absence, including FMLA leave.

PROCEDURE

Associates may not use paid time off until it is earned.

Paid time off must be used in eight-hour increments. When requesting paid time off, the request should be made at least two weeks in advance.

Requests for paid time off with less notice except for illness will be considered only if there is an unforeseen emergency.

Departments may waive the notice period when business is slow and/or when the department is encouraging employees to take paid time off.

Requests for paid time off will be handled on a first-come, first-served basis. Decisions to approve paid time off will be based on the staffing requirements needed to maintain our service levels. If multiple requests for paid time off are received at the same time, preference will be given based on length of service. However, once a paid time off request is approved, it will not be changed because someone with more service subsequently requests that same time off.

BEREAVEMENT LEAVE

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

After the completion of their 90-day introductory period, full-time associates who experience a death in their immediate family are eligible for up to three (3) paid days off. For purposes of this policy, immediate family member is defined as: spouse, domestic partner, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparent or grandchild.

The associate should contact his/her supervisor to request the time away from work and complete a request for time off form.

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

JURY DUTY

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

All full-time and part-time associates who have successfully completed their introductory period, who are called for jury service, will be eligible for up to two (2) weeks of jury duty pay per calendar year.

An eligible associate's jury duty pay is the difference between the associate's regular wage and the compensation received as a juror for each working day missed because of jury duty. Regular wage is defined as follows:

a. For exempt associates, the associate's weekly salary, not to include commissions, bonuses, etc., divided by five (5) constitutes one (1) day's regular wage.
b. For non-exempt associates, the associate's straight time hourly rate, not to include overtime, commissions, incentive, etc., times the average number of hours worked each day, constitutes one (1) day's regular wage.

Hours served on jury duty are not used in calculating overtime because such hours are not considered "hours worked." Jury duty pay is a benefit, not a legal right.

Any associate called to serve on jury duty must notify his/her Department Head that he/she received a jury summons within ten (10) days of the date of receipt of the summons.

Upon completion of jury duty, the associate must present a statement signed by an officer of the court signifying the times and dates the associate served and the amount of compensation the associate received from the court.

TIME OFF TO VOTE

TIHLV 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 during non-working time, upon request he/she shall be given time off, without pay, 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 state 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.

MILITARY LEAVE

It is the policy of TIHLV 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.

FAMILY AND MEDICAL LEAVE

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

TIHLV will grant time off, without pay, to all eligible associates for certain medical and family reasons. The Family and Medical Leave Act ("FMLA") allows eligible associates to take up to twelve (12) weeks of job-protected leave per twelve (12) month period.

Eligibility and Reasons for Taking FMLA Leave

Under the FMLA, an associate who has worked for TIHLV 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 TIHLV will be limited to a combined total of 12 weeks of FMLA leave during any 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 TIHLV are each entitled to the full 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:

1. A health condition (including treatment there-from , 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.

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

TIHLV requires that all associates substitute their earned and unused vacation days and personal days for any otherwise unpaid FMLA leave. In other words, an associate's earned and unused vacation days and personal days will run concurrently with any unpaid FMLA leave.

Request for FMLA Leave

All associates requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department. Within five business days after the associate has provided this notice, the Human Resources Department will complete and provide the associate with the Department of Labor Notice of Eligibility and Rights.

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 a 30 day notice of foreseeable FMLA leave, the Hotel may delay the taking of 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.

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 associate must provide the required certification within 15 days of the request. Failure to provide certification may result in a denial of continuation of leave. 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 TIHLV. If the opinion 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 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 the 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 the 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, 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.

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.

Key Employees

The Hotel may deny job restoration to certain highly paid "Key Employees" 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 Employee.

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 for review and approval.

ASSOCIATE BENEFITS

As part of TIHLV's comprehensive benefits program, the Hotel offers group medical, life, prescription, employee assistance plan, dental, vision and short-term disability insurance plans to full-time associates. Additional voluntary supplemental benefits are available for purchase through payroll deduction including long-term disability and spouse and dependent life insurance. For eligibility requirements and coverage benefits, please see the Human Resources Department.

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 from 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 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.

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) participating in the benefit plan 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

TIHLV offers a 401(k) Retirement Savings Plan to eligible associates through Fidelity Investments. The plan offers a 4 year vesting. Eligibility for participation is the first of the quarter following a 90 day waiting period. For further details about eligibility, enrollment and benefits of the 401(k) Plan, please see the Human Resources Department.

WORKERS COMPENSATION

TIHLV maintains workers' compensation insurance as required by law. Associates are required to report promptly all job-related injuries, illnesses and accidents to their supervisor and security, or, if their supervisor is unavailable, directly to Security. A report is always required whether first aid only and/or medical care is required. Failure to report promptly any injury or illness may result in loss of benefits and or discipline.

Whenever an associate is involved in a work-related accident resulting in injuries or significant property damage, the Hotel will require the associate to submit to testing to determine the presence of any illegal drugs and/or unauthorized alcohol in the associate's system.

Leaves of absence taken in connection with a workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow associates to use accrued paid time to supplement any paid disability benefits.

WORKPLACE SAFETY

It is the policy of TIHLV 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 well being, as well as that of your fellow associates. Report any hazard or potential hazard to your Department Manager. If you have any questions, contact your Department Manager.

WORKPLACE RULES & ASSOCIATE CONDUCT

It is the policy of TIHLV to conduct business with honesty and integrity and in accordance with proper legal and ethical standards. Every associate occupies a position of trust. In varying ways, each associate represents TIHLV in his or her interactions with guests, suppliers, other associates, government agencies, investors and the general public.

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

TIHLV'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 TIHLV.

Although there is no way to identify every possible violation of standards of conduct, in order to provide a safe and efficient environment for our guests and associates, certain policies, processes and practices have been established. The purpose of these rules is to set guidelines in helping associates work together according to the standards TIHLV endorses for efficient and unmatched service. Associates who fail to abide by these rules will be subject to disciplinary action. **These rules are in no way intended to be comprehensive and do not alter the at-will relationship between the associate and TIHLV.**

While maintaining the right to take whatever measures are deemed necessary according to the specifics of any given situation, the following progressive steps are taken to improve deficiencies in job performance or unsatisfactory conduct. However, depending on the gravity of the situation, steps may be skipped. It is not necessary to begin the process again for each infraction because the infractions are not the same. As a rule, discipline is to remain "active" for a period of six months.

PROGRESSIVE DISCIPLINE

Record of Verbal Coaching - A documented coaching which describes the deficiency and possible solutions or directions for correction.

1st Written Corrective Action The supervisor gives a written warning which describes the deficiencies and gives directions for correcting the problem. The associate should identify what he/she must do differently and make a commitment to do so.

2nd Written Corrective Action – The supervisor gives a written warning which describes the deficiencies and gives directions for correcting the problem. The associate should identify what he/she must do differently and make a commitment to do so.

Suspension – The employee is given time off without pay, a written description of the problem and directions for correcting the problem. The purpose of a Suspension is to emphasize the seriousness of the situation and clearly communicate that the associates' job is in jeopardy.

Suspension pending Investigation – Whenever possible, Human Resources must be consulted before placing anyone on suspension pending investigation.
The associate is placed on Suspension Pending Investigation when termination of employment is a possibility. Prior to the issuance of the disciplinary form, the Department director or their designee should review the situation giving rise to this level of discipline, along with any and all supporting documentation, with Human Resources. If the investigation determines that the suspension was not warranted, the associate is paid for any lost days of work.

Termination – Human Resources must be consulted prior to all termination decisions- no exceptions.

Some rule infractions are more serious than others, and the level of corrective action is related to the seriousness of the offense. The following provides guidelines on what is normally the appropriate level of corrective action for each infraction. These are guidelines designed to create greater consistency, but they are only guidelines. In addition, nothing in this policy is intended to alter Trump's status of employment policy, nor is it intended to create a contract of employment.

Corrective action levels may differ due to:

- The details and seriousness of the infraction (i.e. the associate was five minutes late or three hours late);
- Previous performance record and length of service;
- The length of time since previous corrective action discussions.

Keeping in mind that these are only guidelines, the following is designed to give associates fair notice of which infractions can lead immediately to serious consequences.

LEVEL 1

The following may result in immediate suspension and/or termination of employment:

1. Knowingly making false statements or material omissions on personnel or other company records, including benefits claims.
2. Stealing, destroying, defacing, or misusing Company property or another team member's or customer's property.
3. Any unauthorized possession or removal from premises of any Company property (including currency) or property (including currency) of another associate or guest.
4. Engaging in any form of sexual or other harassment including but not limited to; "quid pro quo" harassment, that is sexual favor(s) being requested in exchange for an employment-related benefit, unwelcome physical contact, or creation of a hostile work environment.
5. Sleeping on the premises while on duty.
6. Solicitation of gratuities or suggesting that a tip is required or expected for any service.
7. Fighting or otherwise causing a disturbance on the premises.
8. Failure to report to work as scheduled without prior authorization and/or sufficient causes, including a no call-no show.
9. Falsifying reasons for a leave of absence or not reporting to work after completion of an authorized leave.
10. Use or possession of alcohol or drugs on Company premises or in Company vehicles, or being under the influence of alcohol or illegal drugs during work time.
11. Failure of or refusal to submit to a physical examination of blood, urine or other test required by the Company including drug/alcohol testing.
12. Unauthorized removal or sharing of confidential Company information.
13. Misusing Company communications systems including electronic mail, computers, Internet access, and telephones.
14. The use of Company assets for personal gain.
15. Willful creation of a fire or safety health hazard or gross negligence or carelessness.
16. Possession of firearms, explosives and illegal weapons while on Company premises or while in Company vehicles.
17. Use of profanity, being rude, insulting or unprofessional with or in the presence of guests.
18. Failure to maintain a valid, active work authorization card or other license required for the position.
19. Walking off the job without authorization.
20. Failure to submit to an inspection by Security and/or management.
21. Lending to or borrowing money from any associate or guest.
22. Badging in/out or signing in/out for another associate or having someone do so for you.
23. Charge or conviction of a criminal act that may adversely affect the Company.
24. Dishonesty, fraud or deception of any type.
25. Misappropriation of funds. Failure to handle funds in accordance with departmental guidelines.
26. Insubordination – failure or refusal to carry out orders or instructions of an appropriate supervisor, except if the associate's safety would be put at risk by following the supervisor's instructions.
27. Improper possession of or use of any company or master key, including but not limited to loaning, duplicating, altering, misappropriating or removal from any area.

LEVEL 2

The following may result in an immediate Suspension:

1. Arguing or being rude with guests or other associates.
2. Bringing a recording device onto Company premises without management's written approval.
3. Violation of any Federal, State or Local laws.
4. Falsifying a reason for a day off.
5. Asking for a day off, having the request be rejected, and then calling in sick on that day. (unless he/she provides a Doctor's note).
6. Acting in a manner that reflects a poor image, embarrasses or negatively impacts the image or reputation of the Company to our guests or other associates.
7. Failure to attend mandatory general meeting, special meeting or training sessions without supervisor's approval.
8. Refusal to cooperate with or identify yourself at the request of any member of Management or Security.
9. Violating the Company's No Solicitation/No Distribution policy.
10. Leaving your work station or the company premises during working hours without permission of a supervisor or department head.
11. Working without a valid health, Alcohol Awareness (Tam) or other required license.
12. Threatening, intimidating, coercing or stalking other associates.
13. Not cooperating in a workplace investigation being conducted by the company.

LEVEL 3

The following are generally handled through the corrective action process: Coaching/Verbal feedback, Written Warning (Performance Improvement Plan), Suspension and then termination of employment.

1. Violation of appearance standards.
2. Failure to comply with safety and sanitation standards.
3. Wasting supplies or materials.
4. Failure to report a work related injury to management on a timely basis.
5. Unsatisfactory work performance or failure to meet Company or departmental standards of performance.
6. Loitering during work period.
7. Failure to work overtime when required.
8. Dining, smoking, gum chewing or snacking while on duty in public/guest areas or in areas other than those designated by the Company.
9. Engaging in horseplay, or otherwise causing a disturbance on the premises.
10. Conducting personal work on Company time.
11. Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work area during shift without authorization or taking breaks in unauthorized areas.
12. Parking in unauthorized locations.
13. Negligent creation of a fire or safety health hazard that does not rise to the level of gross negligence.
14. Continued failure to badge in\out.

15. Sleeping while on property during recognized break time.
16. Entering or leaving the premises other than through designated associate entrances\exits except when not on duty.
17. Being in an unauthorized area or non-designated work or guest area during scheduled work period or on your days off, without your supervisor's specific authorization. This includes restrooms and elevators dedicated for guest use.
18. Failure to adhere to or uphold established Trump service standards.
19. Use of personal cell phone during working hours.

VIOLENCE IN THE WORKPLACE

TIHLV is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States; and has taken steps to help prevent incidents of violence from occurring at our Hotel. In this respect, it is the policy of the Hotel to expressly prohibit, and not tolerate, any acts or threats of violence by an associate against other associates, guests, or visitors on the Hotel's premises at any time or while they are engaged in business with or on behalf of the Hotel on or off of the Hotel's property. Any reports of violence or threats will be promptly and thoroughly investigated. Where warranted, as determined by the Hotel in its sole discretion, appropriate action will be taken.

DRUG AND ALCOHOL POLICY

It is the policy of TIHLV that we are committed to maintaining a safe, healthy, drug and alcohol-free work environment. Every candidate for employment will be required to undergo pre-employment drug screening except where prohibited by applicable law.

As a condition of employment, associates are prohibited from:

- The use, consumption, possession, distribution, dispensation or sale of illegal drugs or drug paraphernalia on Hotel property or while on Hotel business, in Hotel supplied vehicles or during working hours (for purposes of this policy, illegal drugs include drugs that are not legally obtainable, as well as drugs that are legally obtainable, but used for illegal or unauthorized purposes);
- Unauthorized use or possession, distribution, dispensation or sale of alcohol on Hotel property or while on Hotel business (unless the associate is engaged in officially entertaining or attending hotel-sponsored events or work-related social functions at which alcohol is provided), in Hotel supplied vehicles or during work hours;
- Being under the influence of an illegal drug or unauthorized alcohol on Hotel property or while on Hotel business, in Hotel supplied vehicles or during working hours;
- Storage of illegal drugs, drug paraphernalia, or alcohol in a locker, desk, Hotel vehicle, briefcase, purse or other repository on Hotel property **(the Hotel reserves the right to search any such repository which is the property of the Hotel);**
- Altering/switching any sample or specimen submitted for testing.

This policy applies to all categories of associates and all candidates for employment with the Hotel. This policy also applies to those persons employed by contractors providing services to TIHLV. Individuals who violate any provision of this policy may be subject to disciplinary action, up to and including termination.

TIHLV will handle any records that pertain to illegal substance abuse as confidential in accordance with applicable law. TIHLV's intent is to maintain confidentiality, to the extent possible, in matters pertaining to the enforcement of this policy.

Any associate experiencing a problem with drug or alcohol abuse or dependence is encouraged to seek assistance through the Employee Assistance Program (EAP). TIHLV will not use any associate's decision to voluntarily seek professional assistance as the basis for disciplinary action.

PUNCTUALITY & ATTENDANCE

It is the policy of Trump Int'l Hotel Las Vegas that Associate schedules are developed to provide optimum coverage and provide excellent guest service. Attendance is an essential function of every job. Excessive absenteeism and chronic tardiness place an unfair burden on co-workers and make it difficult to maintain excellent service.

The following is provided as a guideline relative to attendance:

An associate must be at his/her workstation at the time he/she is scheduled to work and on time once work breaks and meal periods are over.

If an associate will be late reporting for work, the associate is to call his/her supervisor promptly to explain the reason. The associate is expected to call as soon as possible after realizing he/she will not be on time. If the supervisor is not available, the associate is to contact the person "next in charge" in the department at the time. If there is no person in charge in the department, the associate should follow the procedures set by their department and if needed, contact the hotel operator to have the department manager paged.

If an associate is not able to work as scheduled, a minimum of four hours' notice is required.

An associate whose duties do not require him/her to leave the building must get permission from his/her supervisor in order to leave the building during his/her unpaid meal period. An associate must get permission from his/her supervisor to leave his/her work area, except for authorized breaks. Associates are to take breaks only in authorized areas.

An hourly associate who receives permission and leaves the building during his/her shift or meal break period must clock out and back in.

The following policy is designed to provide fairness and equity in dealing with absenteeism and lateness problems.

A corrective action procedure will be initiated when associates exceed the acceptable limits of absenteeism, which is defined as follows:

TARDINESS or EARLY OUTS	Points
Late, but reports to work within 15 minutes after beginning of shift	½
Late, but reports to work 15 minutes or later after beginning of shift (Thereafter, 1 point is added for every hour the associate is late)	1
Supervisor is notified in advance that the associate would be late. (The supervisor will exercise discretion as to how late he/she will allow an associate to report before they are to be replaced).	½
Reported to work, but left early after working less than 4 hours (not an early out, but a request to leave early due to illness or for personal reasons)	1
Reported to work, but left early after working 4 or more hours (not an early out, but a request to leave early due to illness or for personal reasons)	½

ABSENCE	Points
No Call/No Show – Grounds for immediate termination (unless valid grounds can be substantiated)	10
Failed to report to work or to notify supervisors of absence 2 or more hours after shift starts (Unless valid grounds can be substantiated)	10
Called after shift begins (within 2 hours) to notify supervisor of absence	4
Called to notify supervisor of absence before shift started but with less notice than the required 4 hour notice	2
Called to notify supervisor of absence in accordance with required 4 hour notice	1

MISCELLANEOUS	Points
Failure to clock in or out as required	½

Managers are responsible for maintaining accurate attendance/punctuality records by using the Associate Attendance Calendar. **It is the associate's responsibility to keep track of their own attendance points.**

Consecutive absences due to same illness/injury will be recorded as "one occurrence," regardless of the number days (excluding leave of absences). If the absence due to illness exceeds three days, a

doctor's note may be requested in order to return to work. All associates are required to call their departments on each day they are going to be absent in accordance with the department's call in policy.

Patterned attendance problems (calling out sick after points drop off, leaving early, arriving late or calling out sick prior to days off, leaves or PTO) will be documented and addressed through corrective action.

Consideration will be given to circumstances surrounding an associate's absence. For example: absence due to death in the immediate family, military obligation, jury duty, FMLA leave, or work-incurred injury will not be recorded as an absence for purposes of disciplinary action under this Policy. There may be other justifiable reasons as well.

The Company reserves the right to require a doctor's note containing specifics regarding the reasons for an absence and the dates of treatment to confirm illness or injury in cases in which the pattern or practice of absence leads to a suspicion of abuse.

Action to be taken:

4 points	Documented Verbal coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 points	One (1) Day Suspension
10 points	Termination Level- Contact HR and place associate on Suspension Pending Investigation

If an associate has a serious health condition which is causing them to miss work, he/she should contact their physician to see if they qualify for a leave of absence under FMLA (Family Medical Leave Act). Any further questions regarding this area should be directed to the Human Resources Department.

POINT REDUCTIONS

An associate will have his/her points reduced as follows:
One point (-1) subtracted from the total for no tardiness, absences or missed clock in/out for each 30 days from the date of last point(s) issued.

ATTENDANCE POLICY DURING PEAK PERIODS

During peak periods we need everyone who is scheduled to work to be present in order to provide quality service to our guests. When associates call in sick or arrive tardy during these peak periods it has a serious impact on co-workers and on our quality of service. Different departments may have

different peak days. To insure the best possible service, each department will have the opportunity to identify its own peak periods. During these peak periods points for absences or tardiness will be doubled. Departments are responsible for posting, within a reasonable time frame, the peak period days for each month on the department scheduling bulletin board. **Managers should continue to give consideration to circumstances of the associates absence or tardiness that are caused by emergencies or are out of the associates' control.**

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 Human Resources Department.

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 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.

PERSONAL PHONE CALLS

Generally, associates may not receive or make personal phone calls while on duty except in emergency situations. Personal phone calls should be made only during authorized breaks and meal periods in designated break area. Abuse of the Hotel's phone system for making or receiving personal telephone calls is grounds for discipline, up to and including termination. Generally, associates are prohibited from using or carrying personal pagers, cellular phones, or electronic game devices while on duty.

ASSOCIATE PRIVACY

The Hotel reserves the right to look through its own premises, and property including 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

All associates are expected to work in the best interest of the Hotel and to further the goals and aims of the Hotel. Therefore, associates are prohibited from engaging in any activity or conduct both within and without the property that is contrary to the economic, business, or public interest of TIHLV. Failure to abide by this policy will result in discipline, up to and including termination.

All associates are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications (including electronic message), to which the associate has access in carrying out responsibilities and duties of employment. None of the aforementioned may be copied or removed from the Hotel's premises or computer systems. All associates are expected to show the highest regard for the privacy of each guest and will strictly observe the confidentiality of records and other information associated with the Hotel's guests.

Confidentiality is essential to the sound relationship with our guests; it is also a legal and ethical matter of the utmost importance. All associates will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other guests or associates who are not involved. Any discussion of confidential information outside the property or similar violation of these standards may result in discipline, up to and including termination

TOBACCO AND SMOKING POLICY

It is the policy of TIHLV to promote the health, safety and comfort of all associates and guests. Associates who smoke cigarettes will only be permitted to do so on their breaks and meal periods outside of the Hotel, in areas designated by the Department of Human Resources which are totally unseen by guests.

LOST & FOUND

Items found on Hotel property must be turned in to the Housekeeping Department (with the exception of items found in suites, which should be turned over to the Floor Manager). Every reasonable attempt will be made to return items to the rightful owner. Items will be tagged and kept for thirty (30) days. Items unclaimed after 30 days will be given to the person who found and "claimed" the item. Found items such as liquor, medicine and any other items deemed harmful to an Associate will not be returned.

LIQUOR LIABILITY

Hotel associates are directed to follow state laws concerning the sale of alcoholic beverages. Associates are directed to monitor closely any person or guest who has been drinking or appears intoxicated. Intoxicated persons should not continue to be served, and the manager on duty should be notified immediately. No liquor is allowed to leave the premises. Should you see a guest leaving with an alcoholic beverage, politely ask them to drink or dispose of the beverage prior to leaving the Hotel's property.

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 TIHLV, 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, it is important to call "7979" as soon as you can safely do so. 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.

APPEARANCE AND GROOMING STANDARDS

It is essential that Associates of the hotel maintain a high standard of grooming and personal hygiene. Every Associates appearance has an effect on the overall image of the hotel. The objective of the policy is consistency. All associates are expected to be in complete, clean uniforms or other appropriate business attire upon entering company work areas.

Appearance and grooming standards are general for illustrative purposes only and not exhaustive. They may be augmented or changed by appearance requirements set forth by individual departments.

While specific dress and appearance guidelines are set by each department, there are minimum standards to which compliance is mandatory for every Associate.

General: Upon entering Hotel work areas, all Associates are expected to be in complete, clean, pressed and well-fitting uniforms as specified by the departments or, if a uniform is not specified, dressed in the manner appropriate and in accordance with the prevailing business standards. Associates must maintain good personal hygiene and cleanliness and report to work free of body odor and use deodorant as needed to remain free of body odor.

Uniforms: Uniforms will be provided to Associates who are required to wear them and uniforms are non-transferable. The uniform department shall maintain guidelines for uniform issuance, control, exchange and maintenance. Uniform guidelines are to be strictly enforced and adhered to and may not be deviated from without written authorization from the Department Director.

LADIES

Hair styles and colors must be conservative and professional. Extreme or dramatic hairstyles, coloring, dyeing or bleaching are not permitted. Associates working in food and beverage areas may be required to adhere to more stringent standards to insure sanitary conditions.

Perfume and Fragrances may be used sparingly and should be a light or mild scent. Anti-perspirant or deodorant should be used to prevent body odor.

Makeup is encouraged 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.

Fingernails should be 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. Nails are to be maintained and be no more than 3/8" in length.

Panty Hose: Brightly colored, shimmery, large patterns, seamed, fishnet or lace hosiery are unacceptable. Hosiery must be in good repair at all times while working.

Jewelry must be kept to a minimum and in good business taste. 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. Ankle bracelets are not allowed. One brooch, pin or scarf clip is permitted for non-uniformed employees. Nose piercing and any other visible body piercing is not permitted. Some departments may have more stringent rules due to Safety regulation requirements.

Shoes for uniformed employees must coordinate with the uniform and adhere to safety standards. Shoes for non-uniformed employees are to be in good business taste, professional/classic in style and color and coordinate with the attire. No extreme heels, sandals, flip-flops, thongs, tennis shoes, moccasins, or any other similar footwear including fully open-toed shoes are NOT acceptable. Safety and comfort should be a consideration when selecting shoes.

Attire should be in good business taste. Acceptable attire is as follows: Skirt/Pant suits, dresses, skirts with a business style blouse. Stretch or spandex pants are not permitted. Clothes should be professionally coordinated. Sheer blouses, low cut blouses/tops, bareback dresses or tight fitting clothes are NOT permitted. Culottes, city-shorts, tights, leggings, stirrups stretch pants, leather, denim or skirts more than 2" above the knee are NOT permitted.

Tattoos that are visible are not acceptable.

GENTLEMEN

Hair may be stylish but must be professionally cut, neatly combed or brushed, trimmed, and clean. Extreme/dramatic hairstyles, coloring, dyeing or bleaching are not permitted. Unusual or distracting shaven haircuts and including haircuts above the normal hair line are not permitted/nor is hair to extend more than 1 1/2" beyond the head. Length of hair is not to extend beyond the top of the collar. Braids are not permitted. Employees working in food and beverage areas may be required to adhere to more stringent standards to insure sanitary conditions.

Beards and goatees are not permitted. Sideburns should be neatly trimmed and should not extend beyond half way down the ear. Flares or muttonchops sideburns are not permitted.

Mustaches are permitted with the following restrictions: no "handlebar," "Fu Man Chu," "pencil thin," or waxed mustaches are permitted. Associates are not permitted to report to work or to be on duty with an interim growth of facial hair. Mustaches may only be grown while on vacation or leave of absence.

Cologne may be used sparingly and should be a light or mild scent. Anti-perspirant or deodorant should be used to prevent body odor.

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

Jewelry must be kept to a minimum and be in good business taste. Rings are limited to one per hand with a wedding set counting as one. Earrings and necklaces (visible) are NOT permitted. Nose piercing and any other visible body piercing is not permitted. One non-obtrusive watch and one simple, conservative bracelet are permitted. Some departments may have more stringent rules due to Safety regulation requirements.

Shoes for uniformed employees are designated to coordinate with the uniform and to adhere to direct departmental policies and safety standards. Uniform specifics will be reviewed with more specifics in department orientation. Shoes for non-uniformed employees are to be in good business taste professional/ classic in style and color and coordinate with the attire. Extreme and dramatic colors are not acceptable. Shoes are to be kept shined and in good repair. Unless otherwise specified by position, dark shoes and socks are required. White socks worn with attire are NOT acceptable. Casual footwear such as sandals, moccasins, cowboy boots, tennis shoes, or sneakers is not acceptable. Safety and comfort should be a consideration when selecting shoes.

Attire for men should be professional/classic and in good business taste. Non-uniformed guest contact employees should wear suits which include a coat, dress slacks and tie at all times. Suits, jackets and pants should be basic in color i.e. (black, brown, grey, charcoal and blue). Darker colors are preferred. Shirt color must be conservative in color and coordinated. Faddish or bright colored shirts ties, shirts, pants, or jackets are not permitted. Shirts, ties with suggestive logos or advertisement are NOT permitted. Denim is not permitted. Belts must be worn with pants. "Sagging" pants are prohibited.

Uniformed employees should wear white t-shirts with no colors or visible markings under their uniforms. T-shirts may be crew cut or v-neck depending on uniform. For a consistently neat and

professional appearance, pants must be supported by a belt at all times. The use of suspenders must be approved by a manager.

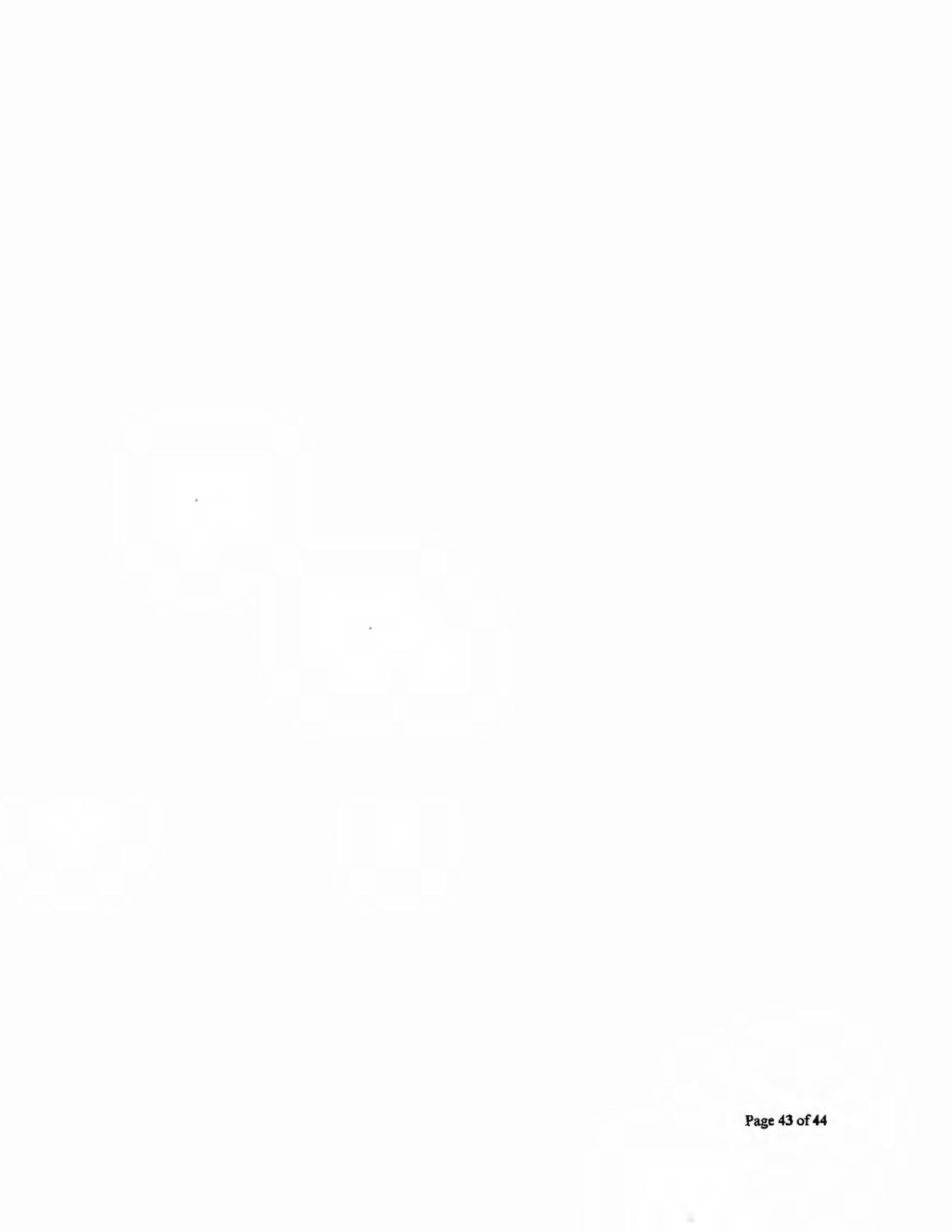
Tattoos that are visible are unacceptable. (Certain exceptions will be made for seasonal positions).

OFF DUTY AND AFTER HOURS APPEARANCE STANDARDS

Business casual attire is expected when visiting the hotel while off-duty.

VERIFICATION OF EMPLOYMENT

All employment verification inquiries from current or former employees, prospective employers of current or former employees, governmental agencies, or other organizations such as a financial or lending institution, must be directed to the Human Resources department for an official company response. Under no circumstances is an associate authorized to provide a written or verbal employment verification response on behalf of Trump International Hotel, Las Vegas.



ASSOCIATE ACKNOWLEDGEMENT
OF RECEIPT OF THE HOTEL'S ASSOCIATE HANDBOOK

I acknowledge receipt of a copy of TIHLV's Associate Handbook. I confirm that it is my responsibility to read the handbook (or have it read to me), and understand and operate under the policies and standards outlined therein.

I recognize that my employment is "at will," meaning that I may resign or be terminated at any time, for any or no reason, with or without notice. I also acknowledge that any promises of employment for a specified period of time or any exceptions to this policy of "at will" employment are not binding upon the Hotel, unless reduced to writing and signed by the VP\Managing Director of the Hotel. Further, I understand that this Associate Handbook is not intended to alter the "at will" nature of my employment.

I understand that TIHLV reserves the right to suspend, modify, rescind or amend any provision in this handbook at any time, even without notice.

Name (Print): _____

Signature: _____

Date: _____

Please sign and return form to the Human Resources Department.

EXHIBIT EXCLUDED

Leading Case Number 28-CA-149979

Leading Case Name Trump Ruffin

Exhibit Number GC 12

Description Job Details for Guestroom Attendant

The above-referenced exhibit is not included herein for the following reason:

1. Exhibit Withdrawn ✓
2. Exhibit Rejected _____
3. Other (Explain) _____

Exhibit retained by Court reporter

Court Reporter

TRUMP

HOTEL COLLECTION

Date Created/Revised: 12/27/13
Job Description for: Status Clerk Lead- Hourly Position
Reports to: Housekeeping Floor Manager

Position Overview:
The purpose of this position is to ensure that the department payroll, vacation and personal days off are accurate and submitted to the payroll department in a timely manner. This position will oversee the duties of the status office and supervise the clerks on duty ensuring on a daily basis GRA task sheets are done to standard and guest request for items and for services are completed in a timely manner. The status lead also reviews the daily scheduling needs of the department with the manager and director of the department to ensure that staffing levels are where they need to be to provide our guests with the best possible service.

Qualifications and Physical/Mental Requirements:
-Two years of previous status clerk experience with preferred housekeeping management or supervisory experience in a luxury hotel setting.
-Strong verbal and written communication skills in the English language
-Excellent overall communication skills

Specific Position Requirements:
-The ability to work well in a team environment
-Excellent computer skills
-Multi-lingual is preferred
-Hot SOS proficiency preferred
-Answering calls to the housekeeping status clerk line within 3 rings
-Passing on requests in a timely and accurate manner to appropriate colleagues.
-Must be able to remain calm and communicate clearly with Guests, Owners, Management and colleagues in the event of an emergency.
-Ability to input and access data in a computer precisely and efficiently.
-Ability to prioritize, organize and follow up.
-Ability to focus attention on details.
-Ability to maintain confidentiality of all guest information and pertinent hotel data.
-Ability to work well under pressure while completing multiple tasks within any given

G. C. Exh:
No. 13

GC-13 RECEIVED 11-30-15 REJECTED _____

28-CA-149979 CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 11-18-15 REPORTER: JD

period of time.

Position Responsibilities:
The status clerk lead is responsible for all Kronos edits and accurate and timely submission of payroll, vacation and personal time off requests to the payroll department. This individual will oversee the duties of the status office and supervise the clerks on duty. As the lead status clerk this individual will have in depth knowledge of how to accurately generate GRA task sheets, special requests, guest preferences and all other reports in Opera on a daily basis to ensure guests are provided with the best possible experience. The individual with also communicate and review the daily staffing needs with the manager and director of the housekeeping department to ensure that staffing needs are to the levels needed to provide our guests with the best possible experience. The lead clerk also ensures that lost and found is logged and inquiries are addresses in a timely manner. Finally, the lead clerk monitors and ensures hotsos calls for the department are completed in a timely manner, if a call cannot be completed within 10 minutes a manager must be notified.

License/Certificate:
N/A

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	GUZMAN, MARTHA	ASSOCIATE ID #	2878
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, June 08, 2010	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February					C									T										C							
March											C	C																			
April	T																														
May																C															
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August																															
September																															
October																															
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

G. C. Exh: No. 14

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 12 TOTAL = 8 POINTS	2
12-Jan	REMOVE 1 POINT TOTAL=7	-1
5-Feb	CALLED OUT FEB 5 @4:59AM FOR HER SHIFT ON FEB 5 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=11 SPI	4
6-Feb	SPOKE TO ALEJANDRA WILL REMOVE THE POINTS TOTAL=7	-4
14-Feb	TARDY (PEAK PERIOD) TOTAL=8	1
24-Feb	CALLED OUT FEB 24 @6:36AM FOR HER SHIFT ON FEB 24 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=12	4
	WILL SPEAK TO ALEJANDRA ABOUT THIS ISSUE.	
11-Mar	CALLED OUT SICK AT 9:30 AM MARCH 11, 2015 FOR HER SHIFT SCHEDULED MARCH 11, 2015 AT 8:30 AM (PEAK PERIOD) TOTAL = 14	2
19-Mar	BROUGHT IN A DOCTORS NOTICE WILL REMOVE POINTS PER ALEJANDRA TOTAL=7	-7
1-Apr	TARDY (PEAK PERIOD) TOTAL=8	1
1-May	REMOVE 1 POINT TOTAL=7	-1
16-May	CALLED OUT MAY 16 @3:40AM FOR HER SHIFT ON MAY 16 @9AM (PEAK PERIOD) TOTAL=9 SUSPENTION	2
16-Jun	REMOVE 1 POINT TOTAL=8	-1
7-Jul	CALLED OUT JULY 7 @4:15AM FOR HER SHIFT ON JULY 7 @8:30AM (PEAK PERIOD) TOTAL=10	2

6 C 14 RECEIVED ✓ REJECTED

25 CA-149979
CASE NO. CASE NAME Trump Ruffin

OF PAGES 3 DATE 1-15-15 REPORTER JD

UNION YES ☑

I, the undersigned, hereby authorize the Local Joint Executive Board of Las Vegas, composed of Culinary Workers Union, Local 226 and Bartenders Union, Local 165, as my exclusive representative in collective bargaining, and apply for membership in Local 226 or Local 165 in accordance with my craft. I further request and voluntarily authorize my Employer to deduct from any wages or compensation due me an amount equal to the regular monthly dues uniformly applicable to the members in accordance with the Constitution and the Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided, irrespective of whether I am a Union member.

05-04-14
Date

Rodolfo Alemán
Signature (Do Not Print)

T Rump
Name of Casino

373-25-2653
Social Security No.

GRA
Job

5658 MocAsin Point
Home Address

Las Vegas 89148
City Zip Code

(702) 502-7444
Home Phone

Rodolfo Alemán
Print Name

FORM #009

G. C. Exh: No. 15

6.C.15 RECEIVED ✓ REJECTED

28-CA-149979 CASE NO. Trump Ruffin CASE NAME:

OF PAGES: 2 DATE: 1-19-15 REPORTER: JD

G. C. Exh:
No. 16

6.C.16 RECEIVED ✓ REJECTED

28-CA-149779 CASE NO. CASE NAME Trump Ruffin

OF PAGES: 2 DATE: 1-19-15 REPORTER JD

UNION SI ☑

Yo, el firmante, por la presente autorizo a la Mesa Ejecutiva Combinada del Local en Las Vegas, compuesta por la Unión de Trabajadores Culinarios, Local 226 y la Unión de Cantineros, Local 165, como mi representante exclusivo para negociaciones colectivas y solicito membresía en el Local 226 o en el Local 165, de acuerdo con mi ocupación. Además, pido y voluntariamente autorizo a mi empleador que deduzca de cualquier salario o compensación que se me deba, la cantidad igual a las cuotas regulares mensuales de la Unión, que se aplican uniformemente a los miembros de la Unión, comforme a la Constitución y los estatutos de la Unión.

Esta autorización permanecerá en efecto y será irrevocable, a menos que yo la revoque, al remitir aviso, por escrito y por correo registrado, tanto a mi empleador como a la Unión, durante un periodo de quince (15) días inmediatamente despues de cualquier periodo anual subsecuente a la fecha de terminación del contrato aplicable entre el empleador y la Unión, lo que ocurra primero, y será automaticamente renovada como descuento de cuotas irrevocable año tras año, a menos que sea revocada como se dispone aquí, siendo o no siendo yo miembro de la Unión.

7-1-14
Fecha

Firma - (manuscrita)

Trump Tower
Nombre del Casino

619-20-6561
Número de Seguro Social

GCA
Clasificación de Trabajo

900 W. Hoover
Domicilio

Las Vegas NV 89106
Ciudad Zona Postal

702-689-0484
Número de Teléfono

FORM #009

Nombre - (letra de molde)

G. C. Exh: No. 17

GC.17 RECEIVED ✓ REJECTED_____

28-CA-149999
CASE NO _____ CASE NAME: Trump Ruffin

PAGES: 2 DATE: 11-9-15 REPORTER: JD

Trump Ruffin Commercial LLC
Caso 28-CA-155072

Declaración Confidencial de Testigo

Yo, Eleuteria Blanco, siendo primero debidamente juramentada, declaro lo siguiente:

He sido asegurada por un agente de la Junta Nacional de Relaciones de Trabajo (NLRB) que esta Declaración Confidencial de Testigo será considerada un documento confidencial de ejecución de ley por NLRB y no será revelado a menos que sea necesario producir esta Declaración Confidencial de Testigo con relación a un procedimiento formal.

Yo resido en 3125 W Warm Spring Road, Apt 202, Henderson, NV 89014.

Mi número de teléfono móvil (incluyendo código de área) es 702-689-0434.

Yo no tengo una cuenta de correo electrónico.

Yo estoy empleado por Trump Ruffin Commercial LLC haciendo negocio como Trump International Hotel (la Empresa).

1. He proporcionado una declaración antes, y la incorporo por referencia aquí dentro.

2. Aproximadamente el 20 de junio del 2015, yo estaba en el EDR, o el comedor, con Patty y Eva y otros compañeros de trabajo. Estuvieron como 15-20 empleados en el comedor. Yo estaba repartiendo volantes de la Unión. Yo estaba en mi break. Un guardia de seguridad, que se llama ~~Danny o Manny~~ quizá, estaba comiendo en una mesa cerca de unos dos compañeros y me dijo en inglés que yo no podía hacer esto porque era propiedad privada. Le dije en español, perdón, estoy participando en la campaña de la Unión, y estoy haciendo actividades de la Unión. El guardia sí habla un poco de español. Yo seguía repartiendo los volantes y nadie me dijo que no podía seguir repartiendo volantes, y nadie me detuvo.

3. A partir de esa fecha, ningún guardia me ha vuelto a decir que no se permite repartir volantes en el EDR. Sigo participando en actividades por parte de la Unión.

G. C. Exh: No. 18

DECLARACIÓN DE LA LEY DE PRIVACIDAD

La NLRB está solicitando la información en esta forma bajo autoridad de la ley Nacional de Relaciones del Trabajo (NLRA), 29 U.S.C. Sección 151 et seq. El uso principal de la información es para asistir a la NLRB en el proceso de casos de representación y/o casos de práctica ilícita de trabajo y procedimientos relacionados o litigio. El uso rutinario de la información está disponible en el Registro Federal, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Información adicional acerca de estos usos está disponible en el website de la NLRB, www.nlrb.gov. Proveer esta información a la NLRB es voluntario. Sin embargo, si usted no provee la información, la NLRB puede rehusar continuar el proceso de un caso de práctica ilícita de trabajo o de representación, o puede emitirle una citación y aplicar a la corte federal por cumplimiento de la citación.

Iniciales EBM

4. La Empresa no suele comunicarse con los empleados a través de medios electrónicos.

He recibido una copia de esta Declaración Jurada Confidencial de Testigo para mi revisión. Si, luego de haberla revisado de nuevo recuerdo datos o información que pudieran ser relevantes a la misma, o si luego deseo hacer cambios a esta declaración le notificaré al agente de la Junta inmediatamente. Entiendo que esta declaración es un documento confidencial de ejecución de la ley y que el mismo no deberá ser mostrado a persona alguna, excepto a mi abogado o a mi representante en este procedimiento.

He leído esta declaración que consiste de dos 2 páginas, entre las que se incluye esta página, entiendo su contenido completamente, y según 28 USC §1746(2) certifico bajo pena de perjuicio que esta información es cierta y correcta.

Eleuteria Blanco

Eleuteria Blanco

7-17-15

Fecha

6.1.18 RECEIVED ✓ REJECTED

28-CA-149979 CASE NO. Trump Ruffin CASE NAME:

OF PAGES: 5 DATE: 1-19-15 REPORTER: JD

Iniciales: EBM

4. La Empresa no suele comunicarse con los empleados a través de medios electrónicos.

He recibido una copia de esta Declaración Jurada Confidencial de Testigo para mi revisión. Si, luego de haberla revisado de nuevo recuerdo datos o información que pudieran ser relevantes a la misma, o si luego deseo hacer cambios a esta declaración le notificaré al agente de la Junta inmediatamente. Entiendo que esta declaración es un documento confidencial de ejecución de la ley y que el mismo no deberá ser mostrado a persona alguna, excepto a mi abogado o a mi representante en este procedimiento.

He leído esta declaración que consiste de dos 2 páginas, entre las que se incluye esta página, entiendo su contenido completamente, y según 28 USC §1746(2) certifico bajo pena de perjuicio que esta información es cierta y correcta.

Eleuteria Blanco

Eleuteria Blanco

7-17-15

Fecha

Iniciales: EBM

Trump Ruffin Commercial LLC
Case 28-CA-155072

Confidential Witness Affidavit

I, Eleuteria Blanco, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 3125 W Warm Spring Road, Apt 202, Henderson, NV 89014.

My cell phone number (including area code) is 702-689-0434.

I do not have an email address.

I am employed by Trump Ruffin Commercial LLC d//b/a Trump International Hotel (the Employer)

1. I have made an affidavit before, and incorporated it inside here for reference.

2. Approximately the 20 of June 2015, I was in the EDR, or the dining room, with Patty and Eva and other coworkers. They were about 15-20 employees in the dining room. I was passing out flyers for the Union. I was on my break. A security guard, whose name is Danny maybe, was eating at a table close to two coworkers and told me in English that I could not do this, hand out flyers, because it was private property. I told him in Spanish, pardon, I am participating in the campaign of the Union, and I am doing activities of the Union. The guard does speak a little Spanish. I continued handing out the flyers and no one told me that I could not continue handing out flyers, and no one stopped me.

3. A part from this date, not one guard has returned to tell me that it is not permitted to hand out flyers in the EDR. I continue participating in activities on behalf of the Union.

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

4. The business should not communicate with employees through methods of electronics.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 2 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: *7-17-15* **Signature:** */s/ Eleuteria Blanco*
Eleuteria Blanco

I hereby certify that I am fluent in English and Spanish and that the attached English-language affidavit is an accurate translation of the original Spanish-language affidavit.

/s/ Timothy M. Russell November 19, 2015
Translator Date

 Initials:

9 Gtt.

UNION YES ☑

I, the undersigned, hereby authorize the Local Joint Executive Board of Las Vegas, composed of Culinary Workers Union, Local 226 and Bartenders Union, Local 165, as my exclusive representative in collective bargaining, and apply for membership in Local 226 or Local 165 in accordance with my craft. I further request and voluntarily authorize my Employer to deduct from any wages or compensation due me an amount equal to the regular monthly dues uniformly applicable to the members in accordance with the Constitution and the Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided, irrespective of whether I am a Union member.

5/4/14
Date

Maria Jaramillo
Signature (Do Not Print)

Trump
Name of Casino

Social Security No.

GRA
Job

1230 Belmont St
Home Address

N. Las Vegas NV. 89032
City Zip Code

(702) 335-1445
Home Phone

Maria Jaramillo
Print Name

FORM #009

G. C. Exh. No. 14

60.19 RECEIVED ✓ REJECTED

28-CA-149979 CASE NO. Trump Ruffin CASE NAME:

OF PAGES: 2 DATE: 11-9-15 REPORTER: JD

UNION SI ☑

Yo, el firmante, por la presente autorizo a la Mesa Ejecutiva Combinada del Local en Las Vegas, compuesta por la Unión de Trabajadores Culinarios, Local 226 y la Unión de Cantineros, Local 165, como mi representante exclusivo para negociaciones colectivas y aplico para membresía en el Local 226 o en el Local 165, de acuerdo con mi ocupación. Además, pido y voluntariamente autorizo a mi empleador que deduzca de cualquier salario o compensación que se me deba, la cantidad igual a las cuotas regulares mensuales de la Unión, que se aplican uniformemente a los miembros de la Unión, conforme a la Constitución y los estatutos de la Unión.

Esta autorización permanecerá en efecto y será irrevocable, a menos que yo la revoque al emitir aviso, por escrito y por correo registrado, tanto como a mi empleador como a la Unión, durante un periodo de quince (15) días inmediatamente despues de cualquier periodo anual subsecuente a la fecha de terminación del contrato aplicable entre el empleador y la Unión, lo que ocurra primero, y será automaticamente renovaca como descuento de cuotas irrevocable de año tras año, a menos que sea revocada como se dispone aquí, siendo o no siendo yo miembro de la Unión.

Ofelia Diaz-Saavedra — Ofelia Diaz
Nombre – (letra de molde) Firma – (manuscrita)

Trump International — 5419
Nombre del Casino Número de Seguro Social

CAR. — 2764 Twisting Bough
Clasificación de Trabajo Domicilio

(702) 502-1983 — Apt C LasVegas NV 89121
Número de Teléfono/Celular Ciudad Estado Zona Postal

Mensajes de texto Optar (S) N — 03-11-15
Fecha

ofeliadiaz04@gmail.com
Correo Electrónico (E-mail) FORM #0009

G.C. Exh: No. 12

GC20 RECEIVED ✓ REJECTED ____

2E-CA-140999
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-20-15 REPORTER: JD

Elevation 28

UNION YES ☑

I, the undersigned, hereby authorize the Local Joint Executive Board of Las Vegas, composed of Culinary Workers Union, Local 226 and Bartenders Union, Local 165, as my exclusive representative in collective bargaining, and apply for membership in Local 226 or Local 165 in accordance with my craft. I further request and voluntarily authorize my Employer to deduct from any wages or compensation due me an amount equal to the regular monthly dues uniformly applicable to the members in accordance with the Constitution and the Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided, irrespective of whether I am a Union member.

ANTONIA DELOURDES — Print Name

Signature (Do Not Print)

TRUMP — Name Of Casino

571-21-9033 — Social Security No.

CRA — Job

216 KOLAS CT APT B — Home Address

702 688 3326 — Home Phone/Cell

HENDERSON NV 89015 — City State Zip Code

Texting Opt/In Y N

03-19-15 — Date

Email Address

FORM #0009

G. C. Exh: No. 11

6(C)(2) RECEIVED ✓ REJECTED _____

28-CA-149979
BASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 1-20-15 REPORTER: JD

Status Clerk
Non-Exempt
Reports to: Housekeeping Manager

Position Overview
The Housekeeping Status Clerk answers calls from both internal and external customers, expedites work orders, guest requests and messages to the appropriate departments via HotSOS, REX and radio and/or telephone system. Utilizes REX, the hotel operating software, to assign the daily housekeepers assignments, runs reports to retrieve information regarding guest preferences and ensures these needs are completed prior to guest arrival. The Housekeeping Clerk also ensures all rooms are prepared in a timely manner by monitoring and updating the status of the rooms in REX.

Position Requirements:

Minimum 1 year experience in hospitality industry and/or equivalent combination of education and experience. Prefer experience in a 4 or 5 Star Hotel. Prefer previous training in guest relations. Perform job functions with attention to detail, speed and accuracy. Make progress on multiple assignments under time constraints. Follows and understands directions thoroughly. Understands guest's service needs. Must have good communications skills and fluency in English, both verbal and written. Works cohesively with co-workers as part of a team. Works with minimal supervision. Be able to multi-task and work under pressure well.

High School Diploma or GED

GCCC RECEIVED ✓ REJECTED

28-CA-149979 CASE NAME: Trump Ruffin

OF PAGES 2 DATE: 11-26-15 REPORTER: DO

TRUMP
INTERNATIONAL HOTEL & TOWER
LAS VEGAS

DEPARTMENTAL JOB POSTING

Date: 4/17/09 Department: Housekeeping Job Title: Status Clerk

Position Responsibilities

The Housekeeping Status Clerk answers calls from both internal and external customers, expedites work orders, guest requests and messages to the appropriate departments via HotSOS, 2 way radio and/or telephone system. Utilizes VisualONE, the hotel operating software, to assign the daily housekeepers assignments, runs reports to retrieve information regarding guest preferences and ensures these needs are completed prior to guest arrival. The Housekeeping Clerk also ensures all rooms are prepared in a timely manner by monitoring and updating the status of the rooms in VisualONE.

Qualifications and Specific Requirements:

Minimum 1 year experience in hospitality industry and/or equivalent combination of education and experience. Prefer experience in a 4 or 5 Star Hotel. Prefer previous training in guest relations. Perform job functions with attention to detail, speed and accuracy. Make progress on multiple assignments under time constraints. Follows and understands directions thoroughly. Understands guest's service needs. Must have good communications skills and fluency in English, both verbal and written. Works cohesively with co-workers as part of a team. Works with minimal supervision. Maintain physical stamina and proper mental attitude to work under pressure. Requires manual dexterity to use and operate all necessary equipment. Must be able to lift up to 75 lbs on a regular and continuing basis. Must be able to push and pull carts and equipment weighing up to 250 lbs on a regular and continuing basis. Must be able to climb ladders, bend, stoop, squat and stretch to fulfill cleaning tasks. High School diploma or GED.

Current associates, who are interested in this position, please complete a "Career Transfer" form by **April 22, 2009**. The six month minimum in current position may be waived based on associates' qualifications for the posted position.

GC 23

GC23 RECEIVED ✓ REJECTED _____

28-CA-149979 CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-20-15 REPORTER: JD

Karla

UNION YES ☑

I, the undersigned, hereby authorize the Local Joint Executive Board of Las Vegas, composed of Culinary Workers Union, Local 226 and Bartenders Union, Local 165, as my exclusive representative in collective bargaining, and apply for membership in Local 226 or Local 165 in accordance with my craft. I further request and voluntarily authorize my Employer to deduct from any wages or compensation due me an amount equal to the regular monthly dues uniformly applicable to the members in accordance with the Constitution and the Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the Employer and the Union by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided, irrespective of whether I am a Union member.

Jose Perez	[signature]
Print Name	Signature (Do Not Print)
Trump	[redacted] 4400
Name Of Casino	Social Security No.
GRA	3701 Haddock
Job	Home Address
702-917-9544	NLV NV 89032
Home Phone/Cell	City State Zip Code
Texting Opt/In Y N	3-18-19
	Date

Email Address

FORM #0009

G. C. Exh: No. 24

GC24 RECEIVED ✓ REJECTED _____

28-CA-149979

CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-30-15 REPORTER: JD

TRUMP

Name Eleuterio Blanco

Today's Date 11-28-12

Associate ID # 447

Beginning Date 11 / 29 / 12

Department

End Date / /

January

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February

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June

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July

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August

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September

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October

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November

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

Personal ☐ Vacation ☒ Holiday ☐ Bereavement ☐

Jury Duty ☐ FMLA ☐ PLOA ☐ Other ☐

Authorized Signatures

H/R

Payroll

Manager Approval Martin Keenan

Manager Denial

New Years Day 1/1/12 | 4th of July 7/4/2012 | Thanksgiving 11/22/2012

Memorial Day 5/28/2012 | Labor Day 9/3/2012 | Christmas 12/25/2012

GC25

GC25 RECEIVED ✓ REJECTED

26-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-30-15 REPORTER: JD

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	ESTRELLA, ELVIRA	ASSOCIATE ID #	2989
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, May 16, 2014	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																															
June						MISC					C				MISC																
July						NEO																			MISC.						
August									C																						
September																													C		
October												C																			
November						C																	C								
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT REDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

G. C. Exh: No. 26

6C26 RECEIVED ✓ REJECTED ___

2ECA-KPP79 CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 11-30-15 REPORTER: JD

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2013	TOTAL =0		0
6-Jun	SHORT BREAK TOTAL=0.5		0.5
11-Jun	CALLED OUT JUNE 10 @3:30 PM FOR HER SHIFT ON JUNE 11 @8:30AM TOTAL=1.5		1
	BROUGHT IN A DOCTORS NOTE STATING THAT SHE WAS NOT TO RETURN UNTIL AFTER THE 6/11/2014 DOCTORS NOTE ON FILE TOTAL=0.5		
15-Jun	FAILURE TO CLOCK IN OR OUT AS REQUIRED TOTAL=1		0.5
6-Jul	NEO (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=3		2
23-Jul	WENT TO LUNCH LATE . WHEN WORKING OT MUST TAKE LUNCH MID DURING A SHIFT TOTAL =3.5		0.5
25-Jul	FAILURE TO CLOCK IN OR OUT AS REQUIRED TOTAL=4	VERBAL	0.5
9-Aug	CALLED OUT AUG 8 @10:16PM FOR HER SHIFT ON AUG 9 @9AM TOTAL=5		1
13-Aug	ANDREW AND CHRISTINA K SPOKE TO ELVIRA ABOUT HER CLOCK IN. SHE STATED SHE SOMETIMES FORGETS WHAT TIME SHE CLOCKED IN		
	OR OUT FOR LUNCH. SHE ALSO STATED SHE GETS CONFUSED WITH THE CLOCK WHEN SHE GOES AT A ODD TIME. WE TOLD HER TO MAKE SURE		
	SHE GOES AT 0 CLOCK OR 15 AFTER TO MAKE IT EASY FOR HER TO REMEMBER. SHE CAN'T REMEMBER TIMES WHEN SHE GOES AT 10 OR 20 AFTER.		
13-Sep	REMOVE 1 POINT TOTAL=4		-1
29-Sep	CALLED OUT SEPT 29 @3:39AM FOR HER SHIFT ON SEPT 29 @830AM TOTAL=5		1
12-Oct	CALLED OUT OCT 11 @11:08PM FOR HER SHIFT ON OCT 12 @9AM TOTAL=6	1ST WRITTEN	1
6-Nov	CALLED OUT NOV 6 @1:20AM FOR HER SHIFT ON NOV 6 @9AM (PEAK PERIOD) TOTAL=8	SUSPENTION	2
23-Nov	CALLED OUT NOV 23 @4:18AM FOR HER SHIFT ON NOV 23 @9AM TOTAL=9		1

From: "Christina Keeran" <ckeeran@trumphotels.com>
To: "Alejandra Magana" <amagana@trumphotels.com>
CC:
Date: 2/14/2015 11:19:13 AM
Subject: Carmen L.

Good morning: Carmen stated to me that she is going to HR today. She stated she has been here longer than some of the Hilton ladies and wants Hilton. I told her she should talk to you first. She stated no. They also did a quick chant in the edr this morning. Saying union before 9 am.

--
CHRISTINA KEERAN
Lead Status Clerk
ckeeran@trumphotels.com
p. 702.476.7872 | f. 702.476.7890

TRUMP INTERNATIONAL HOTEL LAS VEGAS
2000 Fashion Show Drive | Las Vegas, NV | 89109

trumphotelcollection.com/las-vegas/ | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

U.S News & World Report "Best Hotels in Las Vegas" 2014
TripAdvisor "Certificate of Excellence" 2014

NEW YORK: CENTRAL PARK + SOHO CHICAGO LAS VEGAS WAIKIKI PANAMA TORONTO MIAMI | DORAL IRELAND | DOONBEG
Coming Soon VANCOUVER WASHINGTON D.C. RIO DE JANEIRO BAKU

GC 27

6027 RECEIVED ✓ REJECTED _____

28CA-149999 CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-30-5 REPORTER: JD

TrumpLV HKStatus <lvhkstatus@trumphotels.com>

Eleuteria Blanco No call No Show 03-23-14

1 message

TrumpLV HKStatus <lvhkstatus@trumphotels.com> Sun, Mar 23, 2014 at 10:26 AM
To: Alejandra Magana <amagana@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, TrumpLV HKStatus <lvhkstatus@trumphotels.com>, TLV HK Management <tlvhkmgmt@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>

The above mentioned gra is a No Call No Show for today.

Thank you.

Peme R. Wilson
Housekeeping
Status Clerk
lvhkstatus@trumphotels.com
p. 702.476.7800 | f. 702.476.7890

TRUMP INTERNATIONAL HOTEL LAS VEGAS
2000 Fashion Show Drive | Las Vegas, NV | 89109

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Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"

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Coming Soon WASHINGTON D.C.

GC 28

6C28 RECEIVED ✓ REJECTED

28-CA-149979 CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 12-30-15 REPORTER: JD

TRUMP

TrumpLV HKStatus <lvhkstatus@trumphotels.com>

Blanco Eleuteria, No Call No Show 03-24-14

1 message

TrumpLV HKStatus <lvhkstatus@trumphotels.com> Mon, Mar 24, 2014 at 8:45 AM
To: Alejandra Magana <amagana@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, TLV Housekeeping <tlvhousekeeping@trumphotels.com>, TLV HK Management <tlvhkmgmt@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>

Please be informed that Eleuteria Blanco is a **No** Call No Show today for shift 8:30 am - 5 pm.

Thank you.

Peme R. Wilson
Housekeeping
Status Clerk
lvhkstatus@trumphotels.com
p. 702.476.7800 | f. 702.476.7890

TRUMP INTERNATIONAL HOTEL LAS VEGAS
2000 Fashion Show Drive | Las Vegas, NV | 89109

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Awarded Travel + Leisure's 500 Best Hotels in the World for 2012
Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"

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Coming Soon WASHINGTON D.C.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Personnel Action Form (PAF)

First Name	CHRISTINA	Last Name	KEERAN	Today's Date	12/23/2013
DOH	03/10/2008	Effective Date	12/23/2013	Assoc ID	000370

Personal Information

SS #		Email Address	
Address		Zip Code	
Phone #		Alternate #	

Action

PROMOTED TO FULL TIME STATUS LEAD

Dept	HSKP	Position	STATUS CLERK	Status	FULL TIME	Dual code	

Payroll info

Current ROP	$17.07	New ROP	$18.07	Pay Type	HOURLY	Change Reason	PROMOTED AS FULL TIME STATUS LEAD
Dual ROP		New Dual ROP		Standard Rate		Effective Date	

Change Info

Current Dept	New Dept	New Status

Separation Info

Reason	Type	Notice Given
Effective Date	Last Day Worked	Rehire Status

Separation Comments

Time Off

Reason for Absence	Date of Absence
Hours/Day Eligible	Return Date

Comments

Signatures

Associate Signature / Date	Manager Signature / Date
Christina Keeran	MATTHEW VANDEGRIFT 12/23/2013
HR Signature / Date 12-30-13	Additional Signature / Date 1/1/14

For HR / Payroll Use

Final Check Issued	Final Payout
Clearance Slip	Sent to Payroll 1/2/14 RD
HRIS	Final Check Needed by
Exit Interview	Hours per week

G. C. Exh: No. 29

ENTERED 1/7/14 RD

6C29 RECEIVED ✓ REJECTED

2E-CA-149979 CASE NO. Trump Ruffin CASE NAME:

OF PAGES: 2 DATE: 11-3015 REPORTER: JD

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Personnel Requisition

DEPARMENT:			
# of openings:	1		
Position Title:	Status clerk lead	**Today's Date:**	12/24/13
Department:	HSKP	**Date Needed:**	ASAP

SHIFTS (CHECK ALL THAT APPLICANT MUST BE AVAILABLE TO WORK):					
CHECK ONE:	**Day:** ☐	**Swing:** ☐			
CHECK ONE:	**Full-Time:** ☒	**Part-Time:** ☐	**Overnight** ☐		
CHECK ONE:	**Regular:** ☐	**Seasonal:** ☐			

This section to be left blank if this is an addition to staff Rate of Pay	$18.07 **Per Hour if Hourly** **OR** $ **Annualized if Salaried Position (No Overtime)**

☑ **Essential Functions Reviewed (attach job description)**

Reason: Did not replace Housekeeping coordinator. Chudine (Floor Manager) will be able to assist in this room

☐ **Replacement for:** New position

☑ **Addition to staff (explain):** Did not replace coordinator

Department Manager:	Blanca Delgado	**Date:**	12/24/13
Department Director:		**Date:**	12/24/13
General Manager:		**Date:**	12/30/13
Human Resources Director:	12-30-13	**Date:**	

For HR Use Only:

Copy of requisition to Director of Finance: _____

Position Filled By: _____ **Date:** _____

G. C. Exh:
No. 30

6C30 RECEIVED ✓ REJECTED

28-CA-199979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-30-15 REPORTER: JD

UNION SI ☑

Yo, el firmante, por la presente autorizo a la Mesa Ejecutiva Combinada del Local en Las Vegas, compuesta por la Unión de Trabajadores Culinarios, Local 226 y la Unión de Cantineros, Local 165, como mi representante exclusivo para negociaciones colectivas y aplico para membresía en el Local 226 o en el Local 165, de acuerdo con mi ocupación. Además, pido y voluntariamente autorizo a mi empleador que deduzca de cualquier salario o compensación que se me deba, la cantidad igual a las cuotas regulares mensuales de la Unión, que se aplican uniformemente a los miembros de la Unión, conforme a la Constitución y los estatutos de la Unión.

Esta autorización permanecerá en efecto y será irrevocable, a menos que yo la revoque al remitir aviso, por escrito y por correo registrado, tanto como a mi empleador como a la Unión, durante un periodo de quince (15) días inmediatamente despues de cualquier periodo anual subsecuente a la fecha de terminación del contrato aplicable entre el empleador y la Unión, lo que ocurra primero, y será automaticamente renovada como descuento de cuotas irrevocable de año tras año, a menos que sea revocada como se dispone aquí, siendo o no siendo yo miembro de la Unión.

Ryan Aguayo	
Nombre – (letra de molde)	Firma – (manuscrita)
Treasure	
Nombre del Casino	Número de Seguro Social
CRA	3336 Sylvia Ave
Clasificación de Trabajo	Domicilio
702 830 3235	LV NV 89121
Número de Teléfono/Celular	Ciudad Estado Zona Postal
Mensajes de texto Optar (S) N	3/20/15
	Fecha
Ryanaguayo@rocketmail.c	
Correo Electrónico (E-mail)	FORM #0009

G. C. Exh:
No. 31

GC31 RECEIVED ✓ [illegible]

28-CA-149979
CASE NO. _____ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 12-1-15 REPORTER: [illegible]

UNION SI ☑

Yo, el firmante, por la presente autorizo a la Mesa Ejecutiva Combinada del Local en Las Vegas, compuesta por la Unión de Trabajadores Culinarios, Local 226 y la Unión de Cantineros, Local 165, como mi representante exclusivo para negociaciones colectivas y aplico para membresía en el Local 226 o en el Local 165, de acuerdo con mi ocupación. Además, pido y voluntariamente autorizo a mi empleador que deduzca de cualquier salario o compensación que se me deba, la cantidad igual a las cuotas regulares mensuales de la Unión, que se aplican uniformemente a los miembros de la Unión, comforme a la Constitución y los estatutos de la Unión.

Esta autorización permanecerá en efecto y será irrevocable, a menos que yo la revoque al remitir aviso, por escrito y por correo registrado, tanto como a mi empleador como a la Unión, durante un periodo de quince (15) días inmediatamente despues de cualquier periodo anual subsecuente a la fecha de terminación del contrato aplicable entre el empleador y la Unión, lo que ocurra primero, y será automaticamente renovada como descuento de cuotas irrevocable de año tras año, a menos que sea revocada como se dispone aquí, siendo o no siendo yo miembro de la Unión.

Janet Marie Q	
Nombre – (letra de molde)	Firma – (manuscrita)
trump	151-94-1660
Nombre del Casino	Número de Seguro Social
GRA	4417 Elm Ave
Clasificación de Trabajo	Domicilio
702 624-8792	Las Vegas NV 89110
Número de Teléfono/Celular	Ciudad Estado Zona Postal
Mensajes de texto Optar (S) N	5/29/15
	Fecha

Correo Electrónico (E-mail) FORM #0009

Janet Marie Quiroz

G. C. Exh:
No. 32

GC32 RECEIVED ✓ REJECTED

28CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 12-1-15 REPORTER: JD

UNION SI ☑

Yo, el firmante, por la presente autorizo a la Mesa Ejecutiva Combinada del Local en Las Vegas, compuesta por la Unión de Trabajadores Culinarios, Local 226 y la Unión de Cantineros, Local 165, como mi representante exclusivo para negociaciones colectivas y aplico para membresía en el Local 226 o en el Local 165, de acuerdo con mi ocupación. Además, pido y voluntariamente autorizo a mi empleador que deduzca de cualquier salario o compensación que se me deba, la cantidad igual a las cuotas regulares mensuales de la Unión, que se aplican uniformemente a los miembros de la Unión, comforme a la Constitución y los estatutos de la Unión.

Esta autorización permanecerá en efecto y será irrevocable, a menos que yo la revoque al remitir aviso, por escrito y por correo registrado, tanto como a mi empleador como a la Unión, durante un periodo de quince (15) días inmediatamente despues de cualquier periodo anual subsecuente a la fecha de terminación del contrato aplicable entre el empleador y la Unión, lo que ocurra primero, y será automaticamente renovada como descuento de cuotas irrevocable de año tras año, a menos que sea revocada como se dispone aquí, siendo o no siendo yo miembro de la Unión.

Celia VaRGas	Celia Vargas
Nombre – (letra de molde)	Firma – (manuscrita)
TRUMP	8270
Nombre del Casino	Número de Seguro Social
6RA	3561 Regents
Clasificación de Trabajo	Domicilio
702-612-5940	Las Vegas NV 89121
Número de Teléfono/Celular	Ciudad Estado Zona Postal
Mensajes de texto Optar S N	03/14/15
	Fecha
celiaFerman@YaHoo.com	
Correo Electrónico (E-mail)	FORM #0009

G. C. Exh: No. 33

GC33 RECEIVED ✓ REJECTED

28-CA-149979 Trump Ruffin
CASE NO. CASE NAME

OF PAGES 2 DATE 2-1-15 JD

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	ARIOSA, IRESYANE	ASSOCIATE ID #	3400
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Wednesday, May 06, 2015	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																												NEO			
June			C																												
July																															
August																		C													
September																											NEO	C			
October																	T														
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	⅛
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE).	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

GC 34

GC 34

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	DIAZ, MICHAEL	ASSOCIATE ID #	2973
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, May 01, 2014	POSITION	HOUSEPERSON

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																								NCNS	C						
April																															
May		C																													
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

RECEIVED ✓ REJECTED
CASE NO. 28-CA-149119 CASE NAME Trump Rushin
OF PAGES 113 DATE 12-15 REPORTER JD

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2014	TOTAL =6.5		0
31-Jan	REMOVE 1POINT TOTAL=5.5		-1
1-Feb	REMOVE 1 POINT TOTAL=4.5		-1
24-Mar	NO CALL NO SHOW TOTAL=14.5		10
	WILL WAIT TO SPEAK TO THE ASSOCIATE ABOUT THIS ISSUE.		
25-Mar	CALLED OUT MARCH 25 @11:40AM FOR HIS SHIFT ON MARCH 25 @4PM (PEAK PERIOD) TOTAL=16.5		2
27-Mar	SPOKE TO ALEJANDRA WILL LEAVE HIM WITH A TOTAL=4.5		-12
25-Apr	REMOVE 1 POINT TOTAL=3.5		-1
2-May	CLLED OUT MAY 2 @12:30AM FOR HIS SHIFT ON MAY 2 @4PM (PEAK PERIOD) TOTAL=5.5	1ST WRITTEN	2

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	GRAY, ELLA			ASSOCIATE ID #	2580
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Thursday, June 06, 2013		POSITION	GRA	

Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C/I Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																C												C			
February																															
March																			NEO												
April													C																C		
May										C	C																				
June																							C								
July						neo																		C	C	NCNS	C				
August																															
September																												G			
October									C					C											C	C					
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISC. OCCURRENCES	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT REDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTION TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	DEC 30 TOTAL = 2		
17-Jan	CALLED OFF JAN 17 AT 4:27AM FOR HER 8:30AM SHIFT TOTAL = 3		1
27-Jan	CALLED OFF JAN 27 @ 2:20AM FOR HER 8:30AM SHIFT TOTAL = 4		1
27-Feb	REMOVE 1 POINT TOTAL=3		-1
19-Mar	NEO (PEAK PERIOD) TOTAL= 4		1
14-Apr	CALLED OUT @2:45AM FOR HER SHIFT ON APR 14 @8:30AM TOTAL=5		1
28-Apr	CALLED OUT APR 28 @4:28AM FOR HER SHIFT ON APR 28 @8:30AM TOTAL=6	1ST WRITTEN	1
12-May	CALLED OUT MAY 12 @4:42AM FOR HER SHIFT ON MAY 12 @8:30AM TOTAL=7	2ND WRITTEN	1
13-May	CALLED OUT SICK AT 8:00 AM MAY 12, 2014 FOR HER SHIFT SCHEDULED 8:30 AM MAY 13, 2014 (CONSECUTIVE) TOTAL =7		0
13-Jun	REMOVE 1 POINT TOTAL=6		-1

23-Jun	CALLED OUT JUNE 23 @12:17AM FOR HER SHIFT ON JUNE 23 @8:30AM TOTAL=7	2ND WRITTEN	1
7-Jul	NEO WORKED LESS THAN 4 HOURS TOTAL =8.	SUSPENSTION	1
8-Jul	REMOVE ONE POINT PER KELVIN K. SHE HAD A EMERGENCY ON JULY 7, 2014 TOTAL =7		-1
25-Jul	CALLED OUT JULY 25 @12:40AM FOR HER SHIFT ON JULY 25 @8:30AM TOTAL=8		1
26-Jul	CALLED OUT JULY 26 @4:40AM FOR HER SHIFT ON JULY 26 @9AM (CONTINUED) TOTAL=8		0
27-Jul	NO CALL NO SHOW TOTAL=18		10
28-Jul	CALLED OUT JULY 28 @5:03AM FOR HER SHIFT ON JULY 18 @8:30AM (PEAK PERIOD) TOTAL=20		2
31-Jul	SPOKE TO ALEJANDRA AND SHE IS GOING TO LEAVE HER AT 8 POINT	SUSPENTION	-12
3-Sep	REMOVE ONE POINT ANYTHING AFTER JULY 17 IS A BLOCK FMLA. SHE IS BLOCKED FROM JULY 17, 2014 TO SEPTEMBER 17, 2014		-1
	RETURN ON SEPTEMBER 18, 2014. TOTAL =7		
8-Aug	REMOVE 1 POINT TOTAL=6		-1
8-Sep	REMOVE 1 POINT TOTAL=5		-1
29-Sep	FMLA CALLED OUT SEPT 29 @6:31AM FOR HER SHIFT ON SEPT 29 @8:30AM TOTAL=5		0
	SPOKE TO MARITZA STATED SHE DOES NOT HAVE FMLA AND I WILL ADVICE HER TO SEE MARTIZA TOTAL=6		1
11-Oct	FMLA CALLED OUT OCT 11 @2:15AM FOR HER SHIFT ON OCT 11 @9AM TOTAL=7	2ND WRITTEN	1
	SHE DOES NOT HAVE FMLA.		
16-Oct	CALLED OUT OCT 16 @12:06AM FOR HER SHIFT ON OCT 16 @8:30AM TOTAL=8	SUSPENTION	1
20-Oct	KELVIN, MARITZA AND I HAD A MEETING REGARDING HER FMLA WE HAVE TO REMOVE HER POINTS FOR THE FMLA. MARITZA SPOKE TO ELLA ABOUT HER		

	FMLA. MOVING FORWARD SHE HAS TO MAKE SURE SHE HAS FMLA. NOTE TO FILE. NEW TOTAL=6	-2
26-Oct	CALLED OUT OCT 26 @4:43AM FOR HER SHIFT ON OCT 26 @9AM TOTAL=7 2ND WRITTEN	1
26-Nov	REMOVE 1 POINT TOTAL=6	-1
26-Dec	REMOVE 1 POINT TOTAL=5	-1

TO Whom it Concerns

I Truly sorry for calling OFF Becase I wasn't Feeling good I thought I had 6 points and I called OFF on Jan 7, 12015 thank you.
3. Didn't know I had that many Points on
thank you.

Ella Gray

I'm very Aplogitic
on my work performance
thought my score was okay.

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Attendance Calendar - 2014

ASSOCIATE NAME	MENDOZA, MARIA			ASSOCIATE ID #	1667
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Tuesday, November 30, 2010		POSITION	GRA	

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																									fmla						
March		fmla								fmla						FMLA						FMLA		FMLA							
April																															
May																															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTION TO BE TAKEN
4 Points	Documented Verbal Coaching
5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	NO POINTS	
25-Feb	CALLED OUT FMLA TOTAL =0	0
2-Mar	CALLED OUT FMLA TOTAL =0	0
10-Mar	CALLED OUT FMLA TOTAL =0	0
16-Mar	FMLA CALLED OUT ON MAR 16 @5:02AM FOR HER SHIFT AT 8:30AM (PEAK PERIOD) TOTAL=2 INVALID FMLA CALL OUT.	2
21-Mar	Christina Keeran Spoke to her about her FMLA	
22-Mar	FMLA CALLED OUT MAR 22 @647AM FOR HER SHIFT @8:30AM (PEAK PERIOD) TOTAL=4 INVALID FMLA CALL OUT.	2
24-Mar	FMLA CALLED OUT SICK AT 4:37 AM FOR HER SHIFT AT 8:30 AM (PEAK PERIOD) TOTAL =INVALID FMLA CALL OUT TOTAL=6	-2
24-Mar	CLAUDINE SPOKE TO HER ABOUT HER FREQUENCY OF HER FMLA. SHE KNOWS THE FRQUENCY SHE IS ABLE TO USE.	
25-Feb	REMOVE 2 POINTS MOVING FORWARD SHE KNOWS THE FREQUENCY SHE KNOWS TOTAL=4	
27-Mar	PER MARITZA REMOVE POINTS BECAUSE THERE WAS NO NOTE TO FILE TOTAL=0 NOTE TO FILE	0

23-Jun	CALLED OUT JUNE 23 @2:49AM FOR HER SHIFT ON JUNE 23 @9AM TOTAL=7	1
24-Jun	CALLED OUT JUNE 24 @4:16AM FOR HER SHIFT ON JUNE 24 @9AM (CONTINUED) TOTAL=7	0
	ALEJADNRA ADJUSTED THE POINTS ON 07/12/14 Total =7	
24-Jul	REMOVE 1 POINT TOTAL=6	-1
27-Jul	NO CALL NO SHOW TOTAL=16	10
3-Aug	PER ALEJANDRA LEAVE HER AT A TOTAL OF 8 POINT	0

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Attendance Calendar - 2014

ASSOCIATE NAME	OBLESBY, GERALD	ASSOCIATE ID #	2558
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, April 05, 2013	POSITION	HOUSE PERSON

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																		C									C	C		C	
March																															
April	C			NEO																											
May				C					C	C	C	NCNS											C								
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	DEC 1 TOTAL= 1		
1-Jan	REMOVE 1 POINT TOTAL= 0		-1
18-Feb	CALLED OUT FEB 18 AT 4:26AM FOR HIS SHIFT 5:00PM (PEAK PERIOD) TOTAL =2		2
19-Mar	REMOVE ONE POINT TOTAL =1		-1
27-Mar	CALLED OUT MAR 27 @12:15PM FOR HIS 5PM SHIFT TOTAL=2		1
28-Mar	CALLED OUT MAR 28 @12:15PM FOR HIS 5PM SHIFT (CONTINUES CALL OUT) TOTAL=2		0
30-Mar	CALLED OUT MAR 30 @11:30AM FOR HIS 4PM SHIFT TOTAL=3	VERBAL	1
1-Apr	CALLED OUT APR 1 @12:20PM FOR HIS 5PM SHIFT TOTAL= 5		2
3-Apr	NEO (PEAK PERIOD) TOTAL=6	2nd WRITTEN	1
3-May	REMOVE ONE POINT TOTAL =5		-1

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Attendance Calendar - 2014

ASSOCIATE NAME	PRADO, ERICKA MARIE	ASSOCIATE ID #	3005
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, May 30, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																															
June																															
July																						C									
August							MISC			MISC																					
September																						C	NCNS								
October					C																										
November																															
December																															

[redacted]	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	¼
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

Actions :
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2013	TOTAL =0		0
22-Jul	CALLED OUT JULY 22 @6:33AM FOR HER SHIFT ON JULY 22 @7AM (LESS THAN 4 HOURS) TOTAL=2		2
7-Aug	MISC. FAILURE TO CLOCK IN OR OUT AS REQUIRED TOTAL=2.5		0.5
10-Aug	MISC FAILURE TO CLOCK IN OR OUT AS REQUIRED TOTAL=3		0.5
27-Aug	REMOVE ONE POINT TOTAL =2	PER ALEJANDRA	-1
	SPOKE TO HER ABOUT THE OVERTIME OF TAKEN A BREAK LESS THAN 8 HOURS FROM THE TIME SHE CLOCKES IN TO THE TIME SHE LEAVES		
	ALSO EXPLAINED THE BREAK PROCEDURE WHEN SHE WORKS OVERTIME.		
27-Aug	REMOVE ONE POINT PER ALEJANDRA TOTAL =1		-1
22-Sep	CALLED OUT SEPT 22 @12:30AM FOR HER SHIFT ON SEPT 22 @8:30AM TOTAL=2		1
23-Sep	NO CALL NO SHOW TOTAL=12		10
29-Sep	SPOKE TO ALEJANDRA TOTAL=2		-10
5-Oct	CALLED OUT OCT 5 @9:13AM FOR HER SHIFT ON OCT 5 @9AM (LESS THAN 4 HOURS) TOTAL=4	VERBAL	2

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Attendance Calendar - 2015

ASSOCIATE NAME	AGUILAR , ALEIDA	ASSOCIATE ID #	2020
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, September 22, 2011	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January											C	C	OFF	OFF	C																
February							NEO																					C			
March	C	C	OFF	OFF																											
April																															
May			C	C																											
June																															
July																															
August																															
September																															
October																															
November																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	¼
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	½
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

[redacted]	[redacted]
	Documented Verbal Coaching
5-5 points	First Written Correction
7points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 30 TOTAL=5		
11-Jan	CALLED OUT JAN 10 @10:13PM FOR HER SHIFT ON JAN 11 @9AM TOTAL=6		1
12-Jan	CALLED OUT JAN 11 @11:13PM FOR HER SHIFT ON JAN 12 @8AM (CONTINUED) TOTAL=6		0
14-Jan	CALLED OUT JAN 14 @10:57PM FOR HER SHIFT ON JAN 15 @8:30AM (CONTINUED) TOTAL=6		0
7-Feb	NEO (PEAK PERIOD) TOTAL=7	2ND WRITTEN	1
1-Mar	CALLED OFF SICK AT 8:58 PM FEBRUARY 28, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM MARCH 1, 2015 (PEAK PERIOD) TOTAL =9	SUSPENSION	9
2-Mar	CALLED OFF SICK AT 8:30 PM MARCH 1, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM MARCH 2, 2015 (CONSECUTIVE) 9		0
	REMOVE HER POINTS FOR MARCH 1, 2015 SHE HAD A FAMILY EMERGENCY PER ALANDRA ON MARCH 6, 2015 . TOTAL = 7		-2
1-Apr	REMOVE 1 POINT TOTAL=6		-1
1-May	REMOVE 1 POINT TOTAL=5		-1
3-May	CALLED OUT MAY 3 @12:26AM FOR HER SHIFT ON MAY 3 @9AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2
4-May	CALLED OUT MAY 4 @12:15AM FOR HER SHIFT ON MAY 4 @8AM (CONTINUED) TOTAL=7		0

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Attendance Calendar - 2014

ASSOCIATE NAME	ALBANO, SALVATORE	ASSOCIATE ID #	3135
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, August 28, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																					C									
February																															
March																															
April																															
May																C															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT REDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTION TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2014	TOTAL =6.5		0
9-Jan	REMOVE ONE POINT TOTAL =5.5		-1
21-Jan	CALLED OUT JAN 21 @5:53PM FOR HER SHIFT ON JAN 21 @11PM (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	2
21-Feb	REMOVE 1 POINT TOTAL=6.5		-1
23-Mar	REMOVE 1 POINT TOTAL=5.5		-1
23-Apr	REMOVE 1 POINT TOTAL=4.5		-1
16-May	CALLED OUT MAY 15 @6:19PM FOR HIS SHIFT ON MAY 16 @1PM (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2

Per Alejandra this is not valid.

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Attendance Calendar - 2014

ASSOCIATE NAME	ALONSO, INTI	ASSOCIATE ID #	1901
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, May 03, 2011	POSITION	PAD

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	31
January			C	C	C								C	C																
February							C	C	C													C	C							
March			C	C																										
April																		C												
May																														
June																														
July																		C	C	C										
August																													C	
September																												MISC		
October																		C	C	C										
November														C																
December					C																									

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSON	
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	

CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)

ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT

MISCELLANEOUS POINTS

FAILURE TO CLOCK IN OR OUT AS REQUIRED

POINT DEDUCTION POINTS

30 DAYS WITHOUT ATTENDANCE OCCURRENCE

	ACTIONS TO BE TAKEN
4. points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	DEC 21 = 1 POINT		
3-Jan	CALLED OUT JAN 3 @ 10:31AM FOR HIS 3PM SHIFT TOTAL = 2 POINTS		1
4-Jan	CALLED OUT JAN 4 @ 8:30AM FOR HIS 3PM SHIFT TOTAL = 2		0
-Jan	CALLED OUT JAN 5 @ 8AM FOR HIS 3PM SHIFT TOTAL = 2		0
13-Jan	CALLED OUT JAN 12 @ 9:15PM FOR HIS 3PM SHIFT= 3 POINTS		1
14-Jan	CALLED OUT JAN 13@ A 8AM FOR HIS 3PM SHIFT = 3 POINTS	VERBAL	0
7-Feb	CALLED OUT SICK FEB 7 @ 10:15AM FOR HIS 3PM SHIFT (UNDER THE 4 HOUR) PEAK PERIOD TOTAL =4		1
8-Feb	CALLED OUT SICK FEB 8 @ 10:39PM FOR HIS 3PM SHIFT TOTAL = 4		0
9-Feb	CALLED OUT SICK FEB @ 9:28AM FOR HIS 3PM SHIFT TOTAL = 4	1ST	0

22-Feb	CALLED OUT SICK FEB 22 @ 10:19 AM FOR HIS 3 PM SHIFT FEB 22, 2014 TOTAL = 5		1
23-Feb	CALLED OUT SICK FEB 23 @ 9:24 AM FOR HIS 11:30PM SHIFT (CONSECTUTIVE) TOTAL =5		0
3-Mar	CALLED OUT SICK MARCH 3 @ 10:03 AM FOR HIS 3:00PM SHIFT. (PEAK PERIOD TOTAL =7		2
4-Mar	CALLED OUT SICK MARCH 4@ 8:45 AM FOR HIS 3:00 PM SHIFT (CONSECUTIVE)TOTAL =7	2ND WRITTEN	0
30-Mar	NEO TOTAL=7.5		0.5
2-Apr	REMOVE ONE POINT PER ALEJANDRA M. TOTAL =7		-1
18-Apr	CALLED OUT APR 18 @11:43AM FOR HIS SHIFT ON APR 18 @3 PM TOTAL=8		1
18-Apr	REMOVE PER ALEJANDRA TOTAL=7		-1
18-May	MISSED PUNCH TOTAL=7.5		0.5
18-Jun	REMOVE 1 POINT TOTAL=6.5		-1
3-Jul	CALLED OUT JULY 18 @10:56AM FOR HIS SHIFT ON JULY 18 @3PM TOTAL=7.5	2ND WRITTEN	1
19-Jul	CALLED OUT JULY 19 @10:46PM FOR HIS SHIFT ON JULY 19 @3PM (CONTINUED) TOTAL=7.5		0
20-Jul	CALLED OUT JULY 20 @10:29AM FOR HIS SHIFT ON JULY 20 @3PM (CONTINUED) TOTAL=7.5		0
20-Aug	REMOVE 1 POINT TOTAL=6.5		-1
29-Aug	CALLED OUT AUG 29 @11:32AM FOR HIS SHIFT ON AUG 29 @3PM (LESS THAN 4 HOURS) TOTAL=8.5	SUSPENTION	2
7-Sep	SPOKE TO ALEJANDRA SHE IS GOING LEAVE HIM AT A TOTAL=7.5	2ND WRITTEN	-1

28-Sep	MISSING BREAK TOTAL=8	SUSPENTION	0.5
5-Oct	TALKED TO ALEJANDRA NEW TOTAL=6.5		-1.5
18-Oct	CALLED OUT OCT 18 @10:19AM FOR HIS SHIFT ON OCT 18 @3PM TOTAL=7.5	2ND WRITTEN	1
19-Oct	CALLED OUT OCT 19 @9:53AM FOR HIS SHIFT ON OCT 19 @3PM (CONTINUED) TOTAL=7.5		0
20-Oct	CALLED OUT OCT 20 @8:50AM FOR HIS SHIFT ON OCT 20 @3PM (CONTINUED) TOTAL=7.5		0
14-Nov	CALLED OUT NOV 14 @10:33AM FOR HIS SHIFT ON NOV 14 @3PM TOTAL=8.5		1
5-Dec	CALLED OUT DEC 5 @10:52AM FOR HIS SHIFT ON DEC 5 @3PM TOTAL=9.5	SUSPENTION	1
5-Jan	REMOVE ONE POINT TOTAL =8.5		-1

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Attendance Calendar - 2014

ASSOCIATE NAME	ALVAREZ, YOLANDA	ASSOCIATE ID #	688
PHONE NUMBER	DEPARTMENT	HOUSEKEEPING	
HIRE DATE	Thursday, February 26, 2009	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
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April											C																				
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TARDINESS / EARLY OUTS — POINTS

LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS

LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME

SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME

REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I

REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)

ABSENCE — POINTS

FAILED TO CALL OR REPORT FOR WORK

CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK

CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)

ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT

[redacted] POINTS

FAILURE TO CLOCK IN OR OUT AS REQUIRED

[redacted] POINTS

30 DAYS WITHOUT ATTENDANCE OCCURRENCE

[redacted]	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	NO POINTS		
14-Mar	CALL OFF ON MAR 14 @5:09AM FOR HER 8:30 AM SHIFT (UNDER 4 HOURS AND PEAK PERIOD) TOTAL= 4 POINTS	1ST WRITTEN	4
	EXCUSED PER ALEJANDRA MAGANA = TOTAL 0		
11-Apr	CALLED OUT @12:20AM FOR HER SHIFT ON APR 11 @8:30AM TOTAL=1		1
11-May	REMOVE ONE POINT TOTAL =0		-1
17-Jun	CLOCKED IN LATE TOTAL =.5		0.5
25-Jun	NEO TOTAL=1		0.5
26-Jun	CALLED OUT JUNE 25 @9:25PM FOR HER SHIFT ON JUNE 26 @7:30AM TOTAL=2		1
1-Jul	CALLED OUT JULY 1 @2:35AM FOR HER SHIFT ON JULY 1 @7:30AM TOTAL=3		1
1-Aug	REMOVE 1 POINT TOTAL=2		-1

1-Sep	REMOVE 1 POINT TOTAL=1		-1
16-Sep	TARDY TOTAL=1.5		0.5
16-Oct	REMOVE ONE POINT TOTAL =.5		-1
16-Nov	REMOVE 1 POINT TOTAL=0		-1
18-Nov	CALLED OUT NOV 18 @3:05AM FOR HER SHIFT ON NOV 18 @7:30AM TOTAL=1		1
29-Nov	TARDY TOTAL=1.5		0.5
11-Dec	CALLED OUT DEC 11 @1:51AM FOR HER SHIFT ON DEC 11 @7AM TOTAL=2.5		1
12-Dec	TARDY (SHE CLOCKED OUT LATE 15 MINUTES LATE RESULTING IN UNATHORIZED OVER TIME) TOTAL=3		0.5
20-Dec	CALLED OUT DEC 20 @12:15AM FOR HER SHIFT ON DEC 20 @7:30AM TOTAL=4	VERBAL	1

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Attendance Calendar - 2014

ASSOCIATE NAME	ARIAS, ANDREA	ASSOCIATE ID #	1647
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, November 30, 2010	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
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August											C																				
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December																									C						

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5 5 POINTS	First Written Correction
7 POINTS	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	DEC 22 TOTAL = 2 POINTS	
22-Jan	REMOVE 1 POINT = 1POINT	-1
9-Feb	CALLED OUT SICK FEB 8 @ 10:30PM FOR HER 10AM SHIFT TOTAL = 2	1
9-Mar	REMOVE ONE POINT TOTAL =1	-1
28-Mar	CALLED OUT SICK MARCH 27 AT 11:5 PM FOR HER SHIFT AT 9:00 AM MARCH 28 TOTAL =2	2
26-Apr	CALLED OUT ON APR 26 @4AM FOR HER SHIFT ON APR 26 @8:30AM TOTAL=3	1
26-May	REMOVE 1 POINT TOTAL=2	-1
9-Jun	CALLED OUT JUNE 6 @2:06AM FOR HER SHIFT ON JUNE 6 @9:30AM TOTAL=3	1
10-Jun	CALLED OUT JUNE 10 @12:20AM FOR HER SHIFT ON JUNE 10 @9:30AM (CONTINUED) TOTAL=3	0
10-Jul	REMOVE 1 POINT TOTAL=2	-1

24-Jul	CALLED OUT JULY 24 @7:03AM FOR HER SHIFT ON JULY 24 @9:30AM (LESS THAN 4 HOURS) TOTAL=4	VERBAL	2
26-Jul	ALEJANDRA SPOKE TO ANDREA AND LEFT HER WITH A TOTAL=3		-1
11-Aug	CALLED OUT AUG 11 @1:23AM FOR HER SHIFT ON AUG 11 @8:30AM TOTAL=4	VERBAL	1
9-Sep	NEO (PEAK PERIOD) TOTAL=5		1
9-Oct	REMOVE 1 POINT TOTAL=4		-1
9-Nov	REMOVE 1 POINT TOTAL=3		-1
9-Dec	REMOVE 1 POINT TOTAL=2		-1
25-Dec	CALLED OUT DEC 25 @5:41AM FOR HER SHIFT ON DEC 25 @10AM TOTAL=4	VERBAL	2

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LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	AVALOS, MYLENE	ASSOCIATE ID #	3036
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, May 30, 2014	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																		NEO													
February						NEO											T														
March						C																									
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September																												NEO	C		
October																										C					
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	¼
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTION TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/21/2013	TOTAL =1		0
18-Jan	NEO (PEAK PERIOD) TOTAL=2		1
6-Feb	NEO (PEAK PERIOD AND LESS THAN 4 HOURS) TOTAL=4	VERBAL	2
17-Feb	TARDY (PEAK PERIOD) TOTAL=5		1
6-Mar	CALLED OUT MAR 5 @10:36PM FOR HER SHIFT ON MAR 6 @8:30AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2
6-Apr	REMOVE 1 POINT TOTAL=6		-1
6-May	REMOVE 1 POINT TOTAL=5		-1
6-Jun	REMOVE 1 POINT TOTAL=4		-1
19-Jun	CALLED OUT JUNE 19 @5:30AM FOR HER SHIFT ON JUNE 19 @10AM (PEAK PERIOD) TOTAL=6	1ST WRITTEN	2
20-Jun	TARDY (PEAK PERIOD) TOTAL=7	2ND WRITTEN	1
20-Jul	REMOVE 1 POINT TOTAL=6		-1
9-Aug	CALLED OUT AUG 9 @3:35AM FOR HER SHIFT ON AUG 9 @9AM TOTAL=7	2ND WRITTEN	1
16-Aug	CALLED OUT AUG 16 @3:35AM FOR HER SHIFT ON AUG 16 @9AM TOTAL=8		1
1-Sep	REMOVE ONE POINT PER ALEJANDRA. HAD A NOTE. MOVING FORWARD POINTS WILL BE TAKEN OFF ONE MONTH FROM AUGUST 16, 2015 TOTAL 7		-1

16-Sep	REMOVE 1 POINT TOTAL=6		-1
28-Sep	NEO (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=8	SUSPENTION	2
29-Sep	CALLED OUT SICK AT 11:19 PM SEPTEMBER 28, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM SEPTEMBER 29, 2015. TOTAL = 10		2
	EMPLOYEE CALLED AT 2:04 PM SEPTEMBER 29, 2015 STATED SHE WAS IN THE HOSPITAL AND HAD PAPER WORK TO BRING TO SHOW US. SHE STATED		
	SHE WILL SPEAK TO ALEJANDRA ABOUT HER POINTS. ASSOCIATE SPOKE TO ALEJANDRA ABOUT HER POINTS AND SHOWED HER A HOSPITAL NOTE		
	PER ALEJANDRA WE WILL TAKE HER POINTS BACK TO 6		-4
16-Oct	REMOVE 1 POINT TOTAL=5		-1
26-Oct	CALLED OUT OCT 25 @8:54PM FOR HER SHIFT ON OCT 26 @8:30AM TOTAL=6	1ST WRITTEN	1

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Attendance Calendar - 2014

ASSOCIATE NAME	CHAVIS, SHANTA	ASSOCIATE ID #	3122
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, July 18, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
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August						MISC											MISC			MISC	C						C			C	
September				C						C	T	T														NEO			MISC		
October	MISC				MISC			T																							
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	¼
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	¼
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2013	TOTAL =0		0
8-Aug	MISC. (MISSED BREAK) TOTAL=0.5		0.5
17-Aug	MISC TOOK T A BREAK BUT DID NOT CLOCK OUT FOR BREAK. TOTAL =1		0.5
20-Aug	MISC. TOOK A SHORT BREAK ONLY 20 MINUTES LONG TOTAL=1.5		0.5
21-Aug	CALLED OUT AUG 21 @3:40AM FOR HER SHIFT ON AUG 21 @8:30AM TOTAL=2.5		1
27-Aug	CALLED OUT AUG 27 @3:10AM FOR HER SHIFT ON AUG 27 @8:30AM TOTAL=3.5		1
30-Aug	CALLED OUT AUG 30 @7:51AM FOR HER SHIFT ON AUG 30 @9AM (PEAK PERIOD &LESS THAN 4 HOURS) TOTAL=7.5	2ND WRITTEN	4
4-Sep	CALLED OUT SEPT 4 @5:59AM FOR HER SHIFT ON SEPT 4 @9AM (LESS THAN 4 HOURS) TOTAL=9.5	SUSPENTION	2
10-Sep	CALLED OUT SEPT 10 @4:51 AM FOR HER SHIFT ON SEPT 10 @8:30AM (PEAK PERIOD) TOTAL=11.5		2
11-Sep	TARDY TOTAL=12		0.5
12-Sep	TARDY (PEAK PERIOD) TOTAL=13		1
26-Sep	PER ALEJANDRA LEAVE HER AT A TOTAL=7.5	2ND WRITTEN	-5.5
26-Sep	NEO (LESS THAN 4 HOURS) TOTAL=8.5	SUSPENTION	1
29-Sep	MISC. (MISSING BREAK) TOTAL=9		0.5
1-Oct	MISC (SHORT BREAK) TOTAL=9.5		0.5
5-Oct	MISC. (MISSING BREAK) DID NOT PUNCH OUT FOR BREAK BUT DID WRITE IT DOWN. TOTAL=10	SPI	0.5

8-Oct	TARDY (PEAK PERIOD) TOTAL=11	-1	Out of her hands. Something happened in the Treasury	1

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LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	DARNELL, LARRY	ASSOCIATE ID #	3127
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, August 07, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January										C																					
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September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN ED, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN ED, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISC.	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/30/2014	TOTAL =6.5		0
10-Jan	CALLED OUT JAN 10 @8AM FOR HIS SHIFT ON JAN 10 @9AM (PEAK PERIOD & LATE CALL OFF) TOTAL=10.5		4
	BROUGHT IN A HOSPITAL NOTE WILL REMVE OFF THE 4 POINTS WITH A TOTAL=6.5		-4
2/10/2015	REMOVE ONE POINT TOTAL =5.5		-1
10-Mar	REMOVE ONE POINT TOTAL =4.5		-1
15-Mar	CALLED OUT MARCH 15 @12:50AM FOR HIS SHIFT ON MAR 15 @9:30AM (PEAK PERIOD) TOTAL=6.5		2
19-Mar	CALLED OUT MARCH 18 @11PM FOR HIS SHIFT ON MARCH 19 @9:30AM (PEAK PERIOD) TOTAL=8.5	SUSPENTION	2
24-Mar	REMOVE 2 POINTS PER ALEJANDRA TOTAL = 6.5		-2
5-Apr	TARDY (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	1
9-Apr	SPOKE TO ALEJANDRA, HE WAS IN HER OFFICE TALKING TO HER SO SHE WILL EXCUSE THE TARDY FOR APR 5 TOTAL=6.5		-1
10-Apr	CALLED OUT APR 9 @11:53PM FOR HIS SHIFT ON APR 10 @9AM TOTAL=7.5	2ND WRITTEN	1
29-Apr	TARDY (PEAK PERIOD) TOTAL=8.5	SUSPENTION	1

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Attendance Calendar - 2015

ASSOCIATE NAME	DONAHUE, JESSICA			ASSOCIATE ID #	2199
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Tuesday, April 24, 2012		POSITION	GRA	

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January									T									C													
February																															
March																															
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September																															
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December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	¼
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
6 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 1 TOTAL=7	
1-Jan	REMOVE 1 POINT TOTAL=6	-1
9-Jan	TARDY (PEAK PERIOD. CLOCKED IN AT 3:39AM) TOTAL=10	4
11-Jan	SPOKE TO ALEJANDRA SHE WILL NOT RECEIVE POINTS FOR JAN 9 TOTAL=6	-4
18-Jan	CALLED OUT JAN 17 @7:27PM FOR HER SHIFT ON JAN 18 @12AM (PEAK PERIOD) TOTAL=8	2

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Attendance Calendar - 2015

ASSOCIATE NAME	FERNANDEZ, XIOMARA	ASSOCIATE ID #	749
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, March 27, 2009	POSITION	GRA

[T] Tardy [PTO] Paid Time off [VEO] Voluntary Early Out [NEO] Non-Voluntary Early Out [C] Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																			C												
February																															
March						C																									
April																															
May												C																		C	
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September																						C				T					
October																												C			
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RI	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	STEPS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 20 TOTAL=4.5 POINTS		
19-Jan	CALLED OUT JAN 19 @12:10PM FOR HER SHIFT ON JAN 19 @5PM (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2
19-Feb	REMOVE ONE POINT TOTAL =5.5		-1
6-Mar	CALLED IN AT 2:40 PM MARCH 6, 2015 FOR HER SHIFT SCHEDULED AT 5 PM MARCH 6, 2015 (PEAK PERIOD & LESS THAN 4 HOURS) 9.5		4
	SPOKE TO ALEJANDRA ABOUT THIS SHE EXCUSED HER FOR THIS DAY TOTAL=5.5		
19-Mar	REMOVE 1 POINT TOTAL=4.5		-1
19-Apr	REMOVE 1 POINT TOTAL=3.5		-1
19-May	REMOVE 1 POINT TOTAL=2.5		-1
30-May	CALLED OUT MAY 30 @12:11PM FOR HER SHIFT ON MAY 30 @5PM TOTAL=3.5		1
30-Jun	REMOVE 1 POINT TOTAL=2.5		-1
30-Jul	REMOVE 1 POINT TOTAL=1.5		-1
30-Aug	REMOVE 1 POINT TOTAL=0.5		-1
22-Sep	CALLED OUT SEPT 22 @11:22PM FOR HER SHIFT ON SEPT 22 @5PM (PEAK PERIOD) TOTAL=2.5		2
26-Sep	TARDY (PEAK PERIOD) TOTAL=3.5		1

26-Oct	REMOVE 1 POINT TOTAL=2.5		-1
28-Oct	CALLED OUT OCT 28 @11:36AM FOR HER SHIFT ON OCT 28 @4PM (PEAK PERIOD) TOTAL=4.5	VERBAL	2

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Attendance Calendar - 2015

ASSOCIATE NAME	GONAZÁLEZ, ALEJANDRO	ASSOCIATE ID #	3052
PHONE NUMBER	DEPARTMENT	HOUSEKEEPING	
HIRE DATE	Friday, May 30, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February					T																										
March							T																								
April												C																			
May																															
June																				C	C	C								T	
July																				C											
August								C																							
September																															
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November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	¼
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE.	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/22/2014	TOTAL =6.5		0
22-Jan	REMOVE 1 POINT TOTAL=5.5		-1
5-Feb	TARDY (PEAK PERIOD) TOTAL=6.5		1
5-Mar	REMOVE 1 POINT TOTAL=5.5		-1
7-Mar	TARDY (PEAK PERIOD & 1 HOUR LATE) TOTAL=7.5		2
	PER ALEJANDRAO REMOVE 1 POINT TOTAL = 6.5	1ST WRITTEN	-1
7-Apr	REMOVE 1 POINT TOTAL=5.5		-1
12-Apr	CALLED OUT APR 12 @11:25AM FOR HIS SHIFT ON APR 12 @5PM TOTAL=6.5	1ST WRITTEN	1
12-May	REMOVE ONE POINT TOTAL = 5.5		-1
12-Jun	REMOVE 1 POINT TOTAL=4.5		-1
20-Jun	CALLED OUT JUNE 20 @1:45AM FOR HIS SHIFT ON JUNE 20 @9AM (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2
21-Jun	CALLED OUT JUNE 21 @9AM FOR HIS SHIFT ON JUNE 21 @5PM (CONTINUED) TOTAL=6.5		0
22-Jun	CALLED OUT JUNE 22 @11:23AM FOR HIS SHIFT ON JUNE 22 @4PM (CONTINUED) TOTAL=6.5		0
30-Jun	TARDY TOTAL=7	N/A 2ND WRITTEN	0.5

20-Jul	CALLED OUT JULY 19 @4:52PM FOR HIS SHIFT ON JULY 20 @12AM TOTAL=8 Took this back from him = 7		1
8-Aug	CALLED OUT AUG 7 @5PM FOR HIS SHIFT ON AUG 8 @12PM (PEAK PERIOD) TOTAL= 9	Suspention	2

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Attendance Calendar - 2015

ASSOCIATE NAME	GONZALES, ANA	ASSOCIATE ID #	3147
PHONE NUMBER	DEPARTMENT	HOUSEKEEPING	
HIRE DATE	Thursday, August 28, 2014	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January		C	C	C													MISC														
February																															
March																						C									
April																															
May										C															T						
June		T												NEO														T			
July	C																														
August																															
September																															
October																															
November																															
December																															

LATE/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
	-1

4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/27/2014	TOTAL =1.5		0
2-Jan	CALLED OUT JAN 2 @11:11AM FOR HER SHIFT ON JAN 2 @3PM (PEAK PERIOD) TOTAL=3.5		2
3-Jan	CALLED OUT JAN 3 @12:50AM FOR HER SHIFT ON JAN 3 @5:30AM (CONTINUED) TOTAL=3.5		0
4-Jan	CALLED OUT JAN 4 @12:31 AM FOR HER SHIFT ON JAN 4 @9AM (CONTINUED) TOTAL=3.5		0
17-Jan	MISC. (FAILURE TO TAKE A 30 MINUTE BREAK & FAILURE TO SIGN IN OR OUT) TOTAL=4.5	VERBAL	1
	BIOMETRICS DID NOT WORK I WALKED HER TO THE TIME CLOCK AND WITNESS THIS MYSELF.VM TOTAL=4		-0.5
17-Feb	REMOVE 1 POINT TOTAL=3		-1
17-Mar	REMOVE 1 POINT TOTAL=2		-1
22-Mar	CALLED OUT MARCH 22 @8:08AM FOR HER SHIFT ON MARCH 22 @9AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=6		4
	REMOVE TWO POINTS PER ALEJANDRA TOTAL = 4	VERBAL	-2
22-Apr	REMOVE 1 POINT TOTAL=3		-1
10-May	CALLED OUT MAY 10 @4:17AM FOR HER SHIFT ON MAY 10 @9AM (PEAK PERIOD) TOTAL=5	VERBAL	2
25-May	TARDY (PEAK PERIOD) TOTAL=6	1ST WRITTEN	1
2-Jun	TARDY TOTAL=6.5		0.5
14-Jun	NEO TOTAL=7		0.5

	REMOVE PER ALEJANDRA. TOTAL=6.5		-0.5
20-Jun	TARDY TOTAL=7	2ND WRITTEN	0.5
	SPOKE TO KELVIN REMOVE POINT TOTAL=6.5		-0.5
2-Jul	CALLED OUT JULY 2 @12:20AM FOR HER SHIFT ON JULY 2 @8:30AM (PEAK PERIOD) TOTAL=8.5	SUSPENTION	2

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Attendance Calendar - 2015

ASSOCIATE NAME	HADDOCK, IKEA	ASSOCIATE ID #	3035
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, May 30, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January					C																										
February																															
March			C																												
April																															
May																							C		T				T		
June																															
July	NEO				C																										
August						MISC																									
September																															
October															NEO	C	C														
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	¼
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	0
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION		POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE		-1

ACTION TO BE	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/8/2013	TOTAL =6		0
8-Jan	REMOVE 1 POINT TOTAL=5		-1
5-Feb	CALLED OUT FEB 4 @9:44PM FOR HER SHIFT ON FEB 5 @8:30AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2
7-Feb	PER KELVIN REMOVE THE POINTS TOTAL=5		-2
3-Mar	CALLED OUT SICK 11:47 PM MARCH 2, 2015 FOR HER SHIFT SCHEDULED MARCH 3, 2015 AT 8:30 AM (PEAK PERIOD) TOTAL =7	2ND WRITTEN	2
3-Apr	REMOVE 1 POINT TOTAL=6		-1
3-May	REMOVE 1 POINT TOTAL=5		-1
23-May	CALLED OUT MAY 22 @9:50PM FOR HER SHIFT ON MAY 23 @8AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2
25-May	TARDY (PEAK PERIOD) TOTAL=8		1
29-May	TARDY TOTAL=8.5		0.5
29-Jun	REMOVE 1 POINT TOTAL=7.5		-1
1-Jul	NEO (LESS THAN 4 HOURS) TOTAL=9.5	SUSPENTION	2
5-Jul	CALLED OUT JULY 4 @11:44PM FOR HER SHIFT ON JULY 5 @9AM (PEAK PERIOD) TOTAL=11.5		2
	7/15 PER ALEJANDRA DROP DOWN POINTS TO 9.5		-2

5-Aug	REMOVE 1 POINT TOTAL =8.5		-1
5-Sep	REMOVE 1 POINT TOTAL=7.5		-1
5-Oct	REMOVE 1 POINT TOTAL=6.5		-1
15-Oct	NEO (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=8.5	SUSPENTION	2
16-Oct	CALLED OUT OCT 16 @1AM FOR HER SHIFT ON OCT 16 @8:30AM (CONTINUED) TOTAL=8.5		0
17-Oct	CALLED OUT OCT 17 @12AM FOR HER SHIFT ON OCT 17 @8:30AM (CONTINUED) TOTAL=8.5		0

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Attendance Calendar - 2014

ASSOCIATE NAME	HARRIS, AMANDA	**ASSOCIATE ID #**	2834
PHONE NUMBER		**DEPARTMENT**	HOUSEKEEPING
HIRE DATE	Thursday, November 21, 2013	**POSITION**	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January								C	C	C	off																			C	
February																															
March																			off	C	C	C	C	r/off							
April												NEO	off	off	C		NEO		C			NEO							C	C	
May	NCNS																														
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUT	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE) 2

ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT 1

[redacted] POINTS

FAILURE TO **CLOCK IN OR OUT AS REQUIRED** ½

[redacted] POINTS

30 DAYS WITHOUT ATTENDANCE OCCURRENCE -1

[redacted]	
[redacted] Points	Documented Verbal Coaching
[redacted] Points	First Written Correction
[redacted] Points	Second Written Correction
[redacted] Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	DEC 5 TOTAL = 1		
5-Jan	REMOVE 1 POINT = 0		-1
8-Jar	CALLED OUT SICK JAN 8 @ 4:23AM FOR HER 8:30AM SHIFT TOTAL= 1		1
9-Jan	CALLED OUT SICK JAN 9@ 4:20AM FOR HER 8:30AM SHIFT TOTAL = 1		0
10-Jan	CALLED OUT SICK JAN 10 @ 4:15AM FOR HER 8:30AM SHIFT TOTAL = 1		0
30-Jan	CALLED OUT SICK JAN 30 @ 4:22AM FOR HER 8:30AM SHIFT= 2		1
1-Mar	REMOVE ONE POINT TOTAL =1		-1
20-Mar	CALLED OUT MAR 20 @5:01AM FOR HER 8:30AM SHIFT (PEAK PERIOD) TOTAL=3	VERBAL	2
21 Mar	CALLED OUT MAR 20 @11:43PM FOR HER 8:30AM SHIFT (PEAK PERIOD, CONSECUTIVELY) TOTAL=3		0
22-Mar	CALLED OUT MAR 21 @10:18PM FOR HER 8:30AM SHIFT (PEAK PERIOD, CONSECUTIVELY) TOTAL=3		0

23-Mar	CALLED OUT SICK MARCH 23 AT 2:42 AM FOR HER SHIFT AT 8:30 AM (PEAK PERIOD, CONSECUTIVE TOTAL =3	0
23-Mar	REMOVE 1 POINT PER ALEJANDRA TOTAL =2	-1
4-Apr	DID NOT CLOCK IN AT THE START OF HER SHIFT TOTAL=2.5	0.5
	REMOVE 0.5 PER ALEJANDRA TOTAL=2	
12-Apr	NEO TOTAL=2.5	0.5
15-Apr	CALLED OUT SICK APRIL 15 AT 6:50 AM FOR HER SHIFT AT 8:30 AM APRIL 15 LESS THAN FOUR HOURS TOTAL =5	2
	REMOVE 2 POINTS PER ALEJANDRA TOTAL=2.5	
17-Apr	NEO (LESS THAN 4 HOURS) TOTAL=3.5	1
	REMOVE 1 POINT PER ALEJANDRA TOTAL=2.5	
19-Apr	CALLED OUT ON APR 18 @10:24PM FOR HER SHIFT ON APR 19 @8:30AM (PEAK PERIOD) TOTAL=4.5	2
22-Apr	NEO (LEFT EARLY NON VOLUNTARY EARLY OUT) TOTAL =5	0.5
23-Apr	CALLED OUT APR 23 @4:01PM FOR HER SHIFT ON APR 23 @8:30AM TOTAL=6	1
25-Apr	CALLED OUT APR 25 @4:21AM FOR HER SHIFT ON APR 25 @8:30AM TOTAL=7	1
29-Apr	CALLED OUT SICK AT 3:25 AM APRIL 29 FOR HER SHIFT SCHEDULED 8:30 APRIL 29 TOTAL =8 One Day Suspension	1
30-Apr	CALLED OUT APR 30 @705AM FOR HER SHIFT ON APR 30 @8:30AM (LESS THAN 4 HOURS) TOTAL=9 SPI	1
1-May	NO CAL NO SHOW TOTAL=19	10

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Attendance Calendar - 2014

ASSOCIATE NAME	HERNANDEZ, MARCO	ASSOCIATE ID #	2221
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, May 25, 2012	POSITION	PAD

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January					T							C																			
February																															
March																															
April																															
May	C	off	off	C																											
June																	C							C							
July																															
August													C	C						C	C									C	
September		T	C	T						C											C	C									
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO; BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	NO POINTS	
5-Jan	TARDY CLOCKED IN @ 11:47PM FOR HIS 11PM SHIFT TOTAL = 1	1
12-Jan	CALLED OUT SICK JAN 12 @ 9:25AM FOR HIS 11PM SHIFT TOTAL = 2	1
12-Feb	REMOVE 1 POINT TOTAL=1	-1
12-Mar	REMOVE 1 POINT TOTAL=0	-1
1-May	CALLED OUT MAY 1 @3PM FOR HIS SHIFT ON MAY 1 @11PM TOTAL=1	1
4-May	CALLED OUT SICK MAY 4 AT 5:23PM FOR HIS SHIFT SCHEDULED 11:00 PM MAY 4, 2004(Consecutive) (PEAK PERIOD) TOTAL =1	0
4-Jun	REMOVE 1 POINT TOTAL=0	-1
24-Jun	CALLED OUT JUNE 24 @11:13AM FOR HIS SHIFT ON JUNE 24 @11PM TOTAL=1	1
17-Jul	CALLED OUT JULY 17 @2:56PM FOR HIS SHIFT ON JULY 17 @11PM TOTAL=2	1

13-Aug	CALLED OUT AUG 13 @ 6:40PM FOR HIS SHIFT ON AUG 13 @11PM TOTAL=3		1
14-Aug	CALLED OUT AUG 14 @4:13PM FOR HIS SHIFT ON AUG 14 @11PM (CONTINUED) TOTAL=3		0
20-Aug	CALLED OUT AUG 20 @3PM FOR HIS SHIFT ON AUG 20 @11PM (PEAK PERIOD) TOTAL=5	VERBAL	2
21-Aug	CALLED OUT AUG 21 @6:25PM FOR HIS SHIFT ON AUG 21 @11PM (CONTINUED) TOTAL=5		0
31-Aug	CALLED OUT AUG 31 @12:46PM FOR HIS SHIFT ON AUG 31 @11PM TOTAL=6	1ST WRITTEN	1
2-Sep	TARDY TOTAL=6.5		0.5
3-Sep	CALLED OUT SEPT 3 @11:27AM FOR HIS SHIFT ON SEPT 3 @6PM TOTAL=7.5		1
4-Sep	TARDY 45MINUTES TOTAL=8.5	SUSPENTION	1
10-Sep	CALLED OUT SEPT 10 @1:51PM FOR HIS SHIFT ON SEPT 10 @6PM (PEAK PERIOD) TOTAL=10.5		2
21-Sep	CALLED OUT SEPT 21 @1:56PM FOR HIS SHIFT ON SEPT 21 @11PM TOTAL=11.5	SUSPENSION	4
22-Sep	CALLED OUT SICK AT 7:42 PM SEPTEMBER 22, 2014 FOR HIS SHIFT AT 11:00 PM SEPTEMBER 22, 2014 TOTAL =11.5 (CONTINUED)		0
29-Sep	PER ALEJANDRA LEAVE HIM AT A TOTAL=6		-5.5

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Attendance Calendar - 2015

ASSOCIATE NAME	HERNANDEZ, MILEYDI			ASSOCIATE ID #	1751
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Friday, February 18, 2011		POSITION	GRA	

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																												C			
March																															
April																															
May																					C										
June																															
July																															
August						C																									
September					T	T																									
October																															
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISPUNCH OUT	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 21 TOTAL=7		
28-Jan	REMOVE 1 POINT TOTAL=7		-1
28-Feb	CAME TO WORK STATED SHE CAN NOT STAY DUE TO HER BEING SICK (PEAK PERIOD) WENT HOME LESS THAN 4 HOUR SWORKED TOTAL 11		4
	PER ALEJANDRA REMOVE TWO POINTS TOTAL = 9 SUSPENSION		-2
28-Mar	REMOVE 1 POINT TOTAL=8		-1
28-Apr	REMOVE 1 POINT TOTAL=7		-1
21-May	CALLED OUT MAY 21@5:47PM FOR HER SHIFT ON MAY 21 @11PM (PEAK PERIOD) TOTAL=9	SUSPENTION	2
21-Jun	REMOVE 1 POINT TOTAL=8		-1
21-Jul	REMOVE 1 POINT TOTAL=7		-1
6-Aug	CALLED OUT AUG 6 @6:21PM FOR HER SHIFT ON AUG 6 @11PM (PEAK PERIOD) TOTAL=9		2
	DID NOT GIVE THIS TO HER MISSED THE DEAD LINE.		
5-Sep	TARDY (1 HOUR LATE AND ITS PEAK PERIOD) TOTAL=11	SPI	
6-Sep	TARDY (1 HOUR LATE AND ITS PEAK PERIOD) TOTAL=13		2

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Attendance Calendar - 2015

ASSOCIATE NAME	LADELLE, CHARLES	ASSOCIATE ID #	2557
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, April 05, 2013	POSITION	HOUSEMAN

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February						NEO																									
March																									C						
April									FMLA							FMLA						FMLA		FMLA						FMLA	
May	FMLA	FMLA	off	off	WC	FMLA	FMLA	FMLA	FMLA	OFF	OFF	C	T	FMLA							FMLA	FMLA				NEO		FMLA	FMLA		
June		C	NEO	FMLA	FMLA	FMLA				NEO	NEO	FMLA	C			FMLA							FMLA			FMLA					
July			NEO	FMLA							FMLA						FMLA													FMLA	FMLA
August																															
September																															
October																															
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REA	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN

4 Points	Documented Verbal Coaching
6.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
20 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2015	TOTAL =6		
3-Jan	REMOVE ONE POINT TOTAL =5		-1
3-Feb	REMOVE 1 POINT TOTAL=4		-1
6-Feb	LEFT WORK AFTER WORKING ONLY 4 HOURS (PEAK PERIOD) TOTAL =5	VERBAL	1
6-Mar	REMOVE ONE POINT TOTAL = 4		-1
25-Mar	CALLED OFF AT 3:20 AM MARCH 25, 2015 FOR HIS SHIFT SCHEDULED AT 9 AM MARCH 25, 2015 TOTAL = 6	FIRST WRITTEN	2
9-Apr	FIRST FMLA CALLED OUT APR 9 @3:55AM FOR HIS SHIFT ON APR 9 @9AM TOTAL=6		0
16-Apr	SECOND FMLA CALLED OUT APR 16 @7:40AM FOR HIS SHIFT ON APR 16 @9AM TOTAL=6		0
22-Apr	THIRD FMLA CALLED OUT APR 22 @6:35AM FOR HIS SHIFT ON APR 22 @9AM TOTAL=6		0
24-Apr	NO MORE FMLA BUT HE DID STATEDED FMLA - CALLED OUT APR 24 @6:23AM FOR HIS SHIFT ON APR 24 @9AM TOTAL= 7		1
30-Apr	NO MORE FMLA BUT HE DID STATEDED FMLA - CALLED OUT APR 30 @5:17AM FOR HIS SHIFT ON APR 30 @9AM TOTAL= 8		1
1-May	FIRST FMLA CALLED OUT MAY 1 @2:40AM FOR HIS SHIFT ON MAY 1 @9AM TOTAL=8		0
2-May	FIRST FMLA SECOND DAY - CALLED OUT MAY 2 @3AM FOR HIS SHIFT ON MAY 2 @9AM TOTAL=8		0
6-May	SECOND FMLA CALLED OUT MAY 6 @6:23AM FOR HIS SHIFT ON MAY 6 @9AM TOTAL=8		0
7-May	SECOND FMLA SECOND DAY - CALLED FOR HIS SHIFT ON MAY 6TH FOR HIS SHIFT ON THE 7TH AT 9AM TOTAL = 8		
8-May	THIRD FMLA - CALLED OUT MAY 8 @6:17 FOR HIS SHIFT ON MAY 8 @9AM TOTAL=8		0
9-May	THIRD FMLA SECOND DAY - FMLA CALLED OUT MAY 9 @12AM FOR HIS SHIFT ON MAY 9 @9AM TOTAL=8		0
12-May	CALLED OUT MAY 11 FOR HIS SHIFT ON MAY 12TH 9AM TOTAL = 9		1

2-3 times per month, 1-2 days per episode.

13-May	TARDY TOTAL= 10		1
14-May	NO MORE FMLA BUT HE DID STATEDED FMLA - CALLED OUT ON MAY 13 FOR HIS SHIFT ON MAY 14TH AT 9AM TOTAL = 12		2
15-May	ALEJANDRA SPOKE WITH HR THE POINTS ARE NOT APPLICABLE SO HIS TOTAL IS 5 POINTS		
21-May	FMLA CALLED OUT MAY 21 @6:17AM FOR HIS SHIFT ON MAY 21 @9AM TOTAL=5		0
22-May	FMLA CALLED OUT MAY 22 @1:10AM FOR HIS SHIFT ON MAY 22 @9AM TOTAL=5		0
26-May	NEO (PEAK PERIOD) TOTAL=6	1ST WRITTEN	1
28-May	FMLA CALLED OUT MAY 28 @3:43AM FOR HIS SHIFT ON MAY 28 @9AM TOTAL=6		0
29-May	FMLA CALLED OUT MAY 28 @7:14PM FOR HIS SHIFT ON MAY 29 @9AM TOTAL=6		0
30-May	FMLA CALLED OUT MAY 30 @3:36AM FOR HIS SHIFT ON MAY 30 @9AM TOTAL=6		0
2-Jun	CALLED OUT JUNE 1 @10:41PM FOR HIS SHIFT ON JUNE 2 @9AM TOTAL=7	2ND WRITTEN	1
3-Jun	NEO (LESS THAN 4 HOURS) TOTAL=8	SUSPENSION	1
4-Jun	FMLA CALLED OUT JUNE 3 @11:50PM FOR HIS SHIFT ON JUNE 4 @9AM TOTAL=8		0
5-Jun	FMLA CALLED OUT JUNE 4 @11:30PM FOR HIS SHIFT ON JUNE 5 @9AM TOTAL=8		0
8-Jun	FMLA CALLED OUT JUNE 6 @3:50AM FOR HIS SHIFT ON JUNE 6 @9:30AM TOTAL=8		0
10-Jun	NEO TOTAL=8.5		0.5
11-Jun	NEO TOTAL=9		0.5
12-Jun	FMLA CALLED OUT JUNE 12 @1:44AM FOR HIS SHIFT ON JUNE 12 @9AM TOTAL=9		0
13-Jun	CALLED OUT FOR HIS SHIFT ON JUNE 12 @9:25PM FOR HIS SHIFT ON JUNE 13 @9AM TOTAL=10	SPI	1
16-Jun	FMLA CALLED OUT JUNE 16 @1AM FOR HIS SHIFT ON JUNE 16 @9AM TOTAL=10		0
23-Jun	FMLA CALLED OUT JUNE 23 @5:20AM FOR HIS SHIFT ON JUNE 23 @9AM TOTAL=10		0
26-Jun	FMLA CALLED OUT JUNE 26 @5:30AM FOR HIS SHIFT ON JUNE 26 @9AM TOTAL=10		0

3-Jul	NEO (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=12	2
4-Jul	FMLA CALLED OUT JULY 4 @6:17AM FOR HIS SHIFT ON JULY 4 @9:30AM TOTAL=12	0
11-Jul	FMLA CALLED OUT JULY 11 @5:24AM FOR HIS SHIFT ON JULY 11 @9:30AM TOTAL12	0
17-Jul	FMLA CALLED OUT JULY 17 @7:04AM FOR HIS SHIFT ON JULY 17 @9AM TOTAL=12	0
30-Jul	FMLA CALLED OUT JULY 30 @7:15AM FOR HIS SHIFT ON JULY 30 @9AM TOTAL=12	0
31-Jul	ALEJANDRA SPOKE TO HR AND NEW TOTAL=7	-5
31-Jul	FMLA CALLED OUT JULY 31 @5:45AM FOR HIS SHIFT ON JULY 31 @9AM TOTAL=7	0

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Attendance Calendar - 2015

ASSOCIATE NAME	LUNA, REFUGIO	ASSOCIATE ID #	876
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Monday, June 15, 2009	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January			NEO																												
February																															
March																															
April							C																								
May																						T			C						
June																															
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November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	¼
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION		POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE		-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 21 TOTAL=7		
28-Jan	REMOVE 1 POINT TOTAL=7		-1
28-Feb	CAME TO WORK STATED SHE CAN NOT STAY DUE TO HER BEING SICK (PEAK PERIOD) WENT HOME LESS THAN 4 HOUR SWORKED TOTAL 11		4
	PER ALEJANDRA REMOVE TWO POINTS TOTAL = 9 SUSPENSION		-2
28-Mar	REMOVE 1 POINT TOTAL=8		-1
28-Apr	REMOVE 1 POINT TOTAL=7		-1
21-May	CALLED OUT MAY 21@5:47PM FOR HER SHIFT ON MAY 21 @11PM (PEAK PERIOD) TOTAL=9	SUSPENTION	2
21-Jun	REMOVE 1 POINT TOTAL=8		-1
21-Jul	REMOVE 1 POINT TOTAL=7		-1
6-Aug	CALLED OUT AUG 6 @6:21PM FOR HER SHIFT ON AUG 6 @11PM (PEAK PERIOD) TOTAL=9		2
	DID NOT GIVE THIS TO HER MISSED THE DEAD LINE.		
5-Sep	TARDY (1 HOUR LATE AND ITS PEAK PERIOD) TOTAL=11	SPI	
6-Sep	TARDY (1 HOUR LATE AND ITS PEAK PERIOD) TOTAL=13		2

28-Sep	REMOVE 1 POINT TOTAL=5.5	-1
22-Oct	REMOVE 1 POINT TOTAL=4.5	-1
24-Oct	TARDY (PEAK PERIOD) TOTAL=5.5 1ST WRITTEN	1

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Susupension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 11 TOTAL= 6.5 POINTS		
3-Jan	NEO (PEAK PERIOD) TOTAL=7.5		1
3-Feb	REMOVE 1 POINT TOTAL=6.5		-1
3-Mar	REMOVE 1 POINT TOTAL=5.5		-1
3-Apr	REMOVE ONE POINT TOTAL =4.5		-1
7-Apr	CALLED OFF APRIL 7, 2015 AT 4:33 AM FOR HER SHIFT SCHEDULED AT 9:30 AM TOTAL = 5.5	1ST WRITTEN	1
7-May	REMOVE 1 POINT TOTAL=4.5		-1
22-May	TARDY (PEAK PERIOD) TOTAL=5.5	1ST WRITTEN	1
25-May	CALLED OUT MAY 25 @4:05AM FOR HER SHIFT ON MAY 25 @9AM (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	2
13-Jun	TARDY, BROUGHT POLICE TICKET PER ALEJANDRA NO POINT S NOT BE GIVEN TOTAL =7.5		0
13-Jul	REMOVE ONE POINT TOTAL = 6.5		-1
28-Jul	WAS SCHEDULED AT 9:30 AM JULY 28, 2015 LATE TO WORK CLOCKED IN AT 10:30 AM JULY 28, 2015 ONE HOUR LATE (PEAK PERIOD) TOTAL = 8.5		2
28-Jul	EMPLOYUEE SPOKE TO ALEJANDRA PER ALEJANDRA WILL TAKE HER TO 7.50		-1
28-Aug	REMOVE 1 POINT TOTAL=6.5		-1

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	DEC 24' TOTAL=9.5	
8-Jan	TARDY (PEAK PERIOD & 1 HOUR TARDY) TOTAL=11.5	2
	WAITING TO TALK TO ALEJANDRA ABOUT HIM. VM	
16-Jan	CALLED OUT JAN 16 @1:54PM FOR HIS SHIFT ON JAN 16 @7PM (PEAK PERIOD) TOTAL=13.5	2
1/20/2015	ALEJANDRA TALKED TO VICTOR AND GAVE HIM THE LAST CHANGE, HE EXPLAINED THAT HIS SCHEDULE WAS CHANGED IN THE OTHER JOB AND THAT WILL FOCUS ON HIS ATTENDANCE = 9.5	-4
1/0/1900	WE HAVE VOCTOR SCHEDULE AT 7 PM DUE TO THAT WE NEVER KNOW WHEN HE WILL SHOW UP TO WORK. HERE IS THE RECAP OF KRONOS SHOWING THAT HE CAME IN LATE ON THE FOLLOWING DAYS, 01/26, 01/28, 01/29, 02/02 AND 02/03 = 14.5	5
5-Feb	CALLED OUT FEB 5 @11:37AM FOR HIS SHIFT ON FEB 5 @5PM (PEAK PERIOD) TOTAL=16.5	2
12-Feb	SPOKE TO ALEJANDRA AND SHE WILL LEAVE HIM AT A TOTAL=8	-8.5
9-Mar	TARDY (PEAK PERIOD) TOTAL=9	1
10-Mar	TARDY (PEAK PERIOD) TOTAL=10	1
11-Mar	TARDY (PEAK PERIOD) TOTAL=11	1
12-Mar	TARDY (PEAK PERIOD) TOTAL=12	1

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INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	MADI, SARA	ASSOCIATE ID #	510
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Wednesday, August 13, 2008	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January								NCNS										NCNS													
February		NEO								1d/s																					
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December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 24 TOTAL=7.5		
8-Jan	NO CALL NO SHOW (PEAK PERIOD) TOTAL=27.5		20
10-Jan	SPOKE TO ALEJANDRA AND SHE STATED THAT THEY GAVE HER THE DAY OFF TOTAL=7.5		-20
17-Jan	NO CALL NO SHOW (PEAK PERIOD) TOTAL=27.5		20
1-Feb	SPOKE TO ALEJANDRA ABOUT HER POINT SHE WILL STAY AT A TOTAL=7.5 (WILL NOT REMOVE ANY MORE POINTS)		-20
2-Feb	NEO (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=9.5	SUSPENTION	2
2-Mar	REMOVE 1 POINT TOTAL=8.5		-1
2-Apr	REMOVE 1 POINT TOTAL=7.5		-1
26-Apr	CALLED OUT APR 26 @4:39PM FOR HER SHIFT ON APR 26 @10PM TOTAL=8.5	SUSPENTION	1
27-Apr	CALLED OUT APR 27 @12:03PM FOR HER SHIFT ON APR 27 @10PM (CONTINUED) TOTAL=8.5		0
28-Apr	CALLED OUT APR 27 @12:03PM FOR HER SHIFT ON APR 27 @10PM (CONTINUED) TOTAL=8.5		0
3-May	BROUGHT IN A DOCTORS NOTICE FOR 4/26, 4/27/, 4/28 AND SPOKE TO ALEJANDRA THESE POINTS WILL STAY BUT ONLY 0.5 POINTS TOTAL=8		-0.5

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LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	MILLER, VICTORIA	ASSOCIATE ID #	3081
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, June 06, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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BUSINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2014	TOTAL 7.5		0
31-Jan	REMOVE ONE POINT TOTAL =6.5		-1
19-Feb	CALLED OUT FEB 19 @6:31AM FOR HER SHIFT ON FEB 19 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=10.5		4
20-Feb	BROUGHT IN A DOCTORS NOTE EXCUSSED THIS ISSUE PER ANTHONY TOTAL=6.5		-4
21-Feb	NO CALL NO SHOW (PEAK PERIOD) TOTAL=26.5		20
22-Feb	SPOKE TO ANTHONY HE EXCUSED THE NO CALL NO SHOW TOTAL=6.5		-20
22-Mar	REMOVE 1 POINT TOTAL=5.5		-1
22-Apr	REMOVE 1 POINT TOTAL=4.5		-1
24-Apr	CALLED OUT APR 24 @2:30AM FOR HER SHIFT ON APR 24 @8:30AM TOTAL=5.5		1
	BROUGHT IN A DOCTORS NOTE TOTAL=4.5		-1
25-Apr	NEO (LESS THAN 4 HOURS) TOTAL=5.5		1
16-May	CALLED OUT MAY 16 @1:50AM FOR HER SHIFT ON MAY 16 @9AM (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	2
22-May	PER ALEJANDRA REVISED THE POINTS TOTAL=5.5		-2
22-Jun	REMOVE 1 POINT TOTAL=4.5		-1
1-Jul	TARDY (PEAK PERIOD) TOTAL=5.5	1ST WRITTEN	1
16-Jul	CALL OUT JULY 16 @8:02AM FOR HER SHIFT ON JULY 16 @8:30AM (LESS THAN 4 HOURS) TOTAL=7.5	2ND WRITTEN	2
10-Aug	TARDY TOTAL=8	SUSPENTION	0.5
	SPOKE TO MORGAN WILL ADJUST POINTS TO TOTAL=5.5		-2.5

10-Sep	REMOVE 1 POINT TOTAL=4.5		-1
4-Oct	CALLED OUT OCT 3 @10:42PM FOR HER SHIFT ON OCT 4 @8:30AM (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2
6-Oct	BROUGHT A DOCTOR NOTE AND ALEJADRA ADJUSTED THE POINTS TOTAL = 5.5		-1
10-Oct	TARDY (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	1

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LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	MILLER, VICTORIA	ASSOCIATE ID #	3081
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, June 06, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
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December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCES	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

[redacted]	ONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2014	TOTAL 7.5		0
31-Jan	REMOVE ONE POINT TOTAL =6.5		-1
19-Feb	CALLED OUT FEB 19 @6:31 AM FOR HER SHIFT ON FEB 19 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=10.5		4
20-Feb	BROUGHT IN A DOCTORS NOTE EXCUSSED THIS ISSUE PER ANTHONY TOTAL=6.5		-4
21-Feb	NO CALL NO SHOW (PEAK PERIOD) TOTAL=26.5		20
[redacted]	SPOKE TO ANTHONY HE EXCUSED THE NO CALL NO SHOW TOTAL=6.5.		-20
22-Mar	REMOVE 1 POINT TOTAL=5.5		-1
22-Apr	REMOVE 1 POINT TOTAL=4.5		-1
24-Apr	CALLED OUT APR 24 @2:30AM FOR HER SHIFT ON APR 24 @8:30AM TOTAL=5.5		1
[redacted]	BROUGHT IN A DOCTORS NOTE TOTAL=4.5		-1
25-Apr	NEO (LESS THAN 4 HOURS) TOTAL=5.5		1
16-May	CALLED OUT MAY 16 @1:50AM FOR HER SHIFT ON MAY 16 @9AM (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	2
[redacted]	2ND WRITTEN WAS NOT GIVE - PER ALEJANDRA REVISED THE POINTS TOTAL=5.5		-2
22-Jun	REMOVE 1 POINT TOTAL=4.5		-1
1-Jul	TARDY (PEAK PERIOD) TOTAL=5.5	1ST WRITTEN	1
[redacted]	DOCUMENTATION WAS NOT GIVEN DUE TO HR HOLDS		
16-Jul	CALL OUT JULY 16 @8:02AM FOR HER SHIFT ON JULY 16 @8:30AM (LESS THAN 4 HOURS) TOTAL=7.5	2ND WRITTEN	2
[redacted]	DOCUMENTATION WAS NOT GIVEN DUE TO HR HOLDS		

10-Aug	TARDY TOTAL=8	SUSPENTION	0.5
[redacted]	SUSPENSION WAS NOT GIVEN - SPOKE TO MORGAN AND HE ADJUSTED THE POINTS TO TOTAL=5.5		-2.5
10-Sep	REMOVE 1 POINT TOTAL=4.5		-1
4-Oct	CALLED OUT OCT 3 @10:42PM FOR HER SHIFT ON OCT 4 @8:30AM (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2
[redacted]	BROUGHT A DOCTOR NOTE AND ALEJADRA ADJUSTED THE POINTS TOTAL = 5.5		-1
10-Oct	TARDY (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	1
[redacted]	SPOKE WITH KELVIN AND HE ADJUSTED THE POINTS TOTAL = 5.5	kept same 1ST WRITTEN	-1
13-Oct	CALLED AT 8:19 AM STATED SHE IS CALLING IN TAKEN HER DAUGHTER TO URGENT CARE (PEAK PERIOD LESS THAN 4 HOURS) TOTAL = 10.5		4
[redacted]	BROUGHT DOCTOR'S NOTE AND ALEJANDRA ASDJUSTED HER POINTSD TOTAL = 8.5	SUSPENSION	-2
14-Oct	TARDY WAS SCHEDULED AT 8:30 AM CLOCKED IN AT 8:45 AM 15 MINUTES LATE (PEAK PERIOD) TOTAL = ~~10.5~~ 9.50	SUSPENSION	1 -2
	PER ALEJANDRA SHE WILL KEEP THE POINTS BUT ONLY BE SUSPENDED.		
Oct 20			

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LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	ORTA-CRUZ, AYLEN	ASSOCIATE ID #	1813
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, March 10, 2011	POSITION	INSPECTOR

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January			C																C												
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December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	DEC 16 TOTAL= 1 POINT	
3-Jan	CALLED OUT SICK JAN 3 @ 12:01AM FOR HER 10AM SHIFT TOTAL = 2	1
19-Jan	CALLED OUT SICK JAN 19 @ 12:17AM FOR HER 10AM SHIFT TOTAL =3	1
19-Feb	REMOVE 1 POINT TOTAL=2	-1
19-Mar	REMOVE 1 POINT TOTAL=1	-1
11-Apr	CALLED OUT @3:23AM FOR HER SHIFT ON APR 11 @9:30AM SHIFT TOTAL=2	1
12-Apr	CALLED OUT @3:56AM FOR HER SHIFT ON APR 12 @9:30AM SHIFT (CONTINUED) TOTAL=2	0
13-Apr	CALLED OUT @2AM FOR HER SHIFT ON APR 13 @10AM SHIFT (CONTINUED) TOTAL=2	0
17-Apr	CALLED OUT @5:51AM ON APR 17 FOR HER SHIFT ON APR 17 @9:30AM (LESS THAN 4 HOURS) TOTAL=4 VERBALL	2
14-May	NO CALL NO SHOW STATUS CALLED TO SEE WHY THIS WAS A NO CALL NO SHOW. SHE DID NOT ANSWER ALEJANDRA APPROVED THE CALL	

	ASSOCIATE CALLED BACK TO SPEAK TO ALEJANDRA SHE STATED SHE WAS IN THE HOSPITAL WILL BRING DOC. NOTE. WAITING FOR INFORMATION	
16-May	MISSED PUNCH TOTAL=4.5	0.5
18-May	TARDY TOTAL=5	1
	SPOKE TO ALEJANDRA REGARDING THE NO CALL NO SHOW AND ALEJANDRA STATED SHE HAS SPOKEN TO EMPLOYEE NO POINTS ADDED.	
22-May	FAILURE TO CLOCK IN OR OUT AS REQUIERED TOTAL=5.5 1ST WRITTEN	0.5
23-May	FAILURE TO CLOCK IN OR OUT AS REQUIRED TOTAL=6	0.5

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LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	ORTIZ-SILVA, IVAN	ASSOCIATE ID #	3011
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	5/30/20104	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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NOT LESS EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

[illegible]	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2013	TOTAL =0		0
22-Jun	CALLED OUT JUNE 21 @7:33PM FOR HIS SHIFT ON JUNE 22 @12AM TOTAL=1		1
23-Jun	CALLED OUT JUNE 22 @7PM FOR HIS SHIFT ON JUNE 23 @12AM (CONTINUED) TOTAL=1		0
24-Jun	CALLED OUT JUNE 23 @6:38PM FOR HIS SHIFT ON JUNE 24 @12AM (CONTINUED) TOTAL=1		0
24-Jul	REMOVE 1 POINT TOTAL=0		-1
26-Jul	CALLED OUT ON JULY 25 @7:07PM FOR HIS SHIFT ON JULY 27 @12AM TOTAL=1		1
17-Aug	CALLED OUT AUG 17 @4:34AM FOR HIS SHIFT ON AUG 17 @9:30AM (PEAK PERIOD) TOTAL=3		2
17-Sep	REMOVE 1 POINT TOTAL=2		-1
19-Sep	CALLED OUT SEPT 19 @1:47PM FOR HIS SHIFT ON SEPT 19 @6PM (PEAK PERIOD) TOTAL=4	VERBAL	2
20-Sep	CALLED OUT SEPT 20 @1:05PM FOR HIS SHIFT ON SEPT 20 @6PM (CONTINUED) TOTAL=4		0
21-Sep	CALLED OUT SEPT 21 @11:27AM FOR HIS SHIFT ON SEPT 21 @5PM (CONTINUED) TOTAL=4		0
17-Oct	CALLED OUT OCT 17 @12:51PM FOR HIS SHIFT ON OCT 17 @5PM TOTAL=5		1
7-Nov	CALLED OUT NOV 7 @12:36PM FOR HIS SHIFT ON NOV 7 @5PM TOTAL=6	1ST WRITTEN	1
8-Nov	CALLED OUT NOV 8 @11:28AM FOR HIS SHIFT ON NOV 8 @5PM (CONTINUED) TOTAL=6		0
9-Nov	CALLED OUT NOV 9 @10:44AM FOR HIS SHIFT ON NOV 9 @5PM (CONTINUED) TOTAL=6		0
5 Dec	TARDY TOTAL=6.5		0.5

13-Dec	PER ALEJANDRA REMOVE 1.5 POINTS TOTAL=5	-1.5

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LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	PARGA, MATTHEW	ASSOCIATE ID #	2260
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, June 14, 2012	POSITION	HOUSE PERSON

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
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December									T																						C

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

5-Aug	CALLED OUT AUG 5 @3AM FOR HIS SHIFT ON AUG 5 @8M (PEAK PERIOD) TOTAL=5 VERBAL	2
5-Sep	REMOVE 1 POINT TOTAL=4	-1
5-Oct	REMOVE 1 POINT TOTAL=3	-1
23-Oct	TARDY (PEAK PERIOD) TOTAL=4 VERBAL	1
23-Nov	REMOVE 1 POINT TOTAL=3	-1
9-Dec	CALLED AT 7:03 AM DECEMBER 9, 2014 STATED HE IS RUNNING LATE FOR HIS SHIFT STATED HE HAD A FLAT TIRE. PER ALEJANDRA NO POINTS FOR THIS DAY HE CLOCKED IN DECEMBER 9, 2014 AT 7:31 AM TOTAL =3	0
31-Dec	CALLED OUT SICK SICK AT 10:14 PM DECEMBER 30, 2014 FOR HIS SHIFT SCHEDULED AT 7:00 AM DECEMBER 31, 2014 (PEAK PERIOD) TOTAL =5 VERBAL	2

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Attendance Calendar - 2015

ASSOCIATE NAME	PENA, JEORGE	ASSOCIATE ID #	2823
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, November 07, 2013	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																	NEO														
March																															
April																															
May																															
June		C	C	C	C																										
July										C				NEC										C							
August																C	C	C													
September															C																
October											NEO																				
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 19 TOTAL=8		
19-Jan	REMOVE 1 POINT TOTAL=7		-1
17-Feb	NEO (PEAK PERIOD) TOTAL=8	SUSPENTION	1
19-Mar	REMOVE 1 POINT TOTAL=7		-1
ARIL 19	REMOVE 1 POINT TOTAL=6		-1
19-May	REMOVE 1 POINT TOTAL=5		-1
2-Jun	CALLED OUT JUNE 1 @11:44PM FOR HIS SHIFT ON JUNE 2 @8AM TOTAL=6	1ST WRITTEN	1
3-Jun	CALLED OUT JUNE 2 @10:22PM FOR HIS SHIFT ON JUNE 3 @7:30AM (CONTINUED) TOTAL=6		0
4-Jun	CALLED OUT JUNE 3 @10:50PM FOR HIS SHIFT ON JUNE 4 @7AM (CO1INUED) TOTAL=6		0
5-Jun	CALLED OUT JUNE 4 @10:19AM FOR HIS SHIFT ON JUNE 5 @7AM TOTAL=6	2ND WRITTEN	0
	HE CALLED 3 DAYS IN A ROW SO THIS IS THE 4TH DAY SO HE GETS THE FULL POINT FOR TODAY.		
	Per Gustavo he does not get points for June 5, 2015 it is consecutive		
5-Jul	REMOVE 1 POINT TOTAL=5		-1
10-Jul	CALLED OUT JULY 9 @9:32PM FOR HIS SHIFT ON JULY 10 @7:30AM TOTAL=6	2ND WRITTEN	1
14-Jul	NEO JULY 14, 2015. STARTED WORK AT 7:30 AM CLOCKED OUT AT 11:00 AM LESS THAN 4 HOURS WORKED = 7		1

24-Jul	CALLED OUT JULY 23 @9PM FOR HIS SHIFT ON JULY 24 @7:30AM TOTAL=8		1
1-Aug	PER ALEJANDRA DROP 1 POINT TOTAL=7	SUSPENTION-	-1
16-Aug	CALLED OUT AUG 16 @12:24AM FOR HIS SHIFT ON AUG 16 @7:30AM TOTAL=8		1
17-Aug	CALLED OUT SICK AT 12:54 AM AUGUST 17, 2015 FOR HIS SHIFT SCHEDULED AT 7:30 AM AUGUST 17, 2015 (CONSECUTIVE) TOTAL = 8		0
18-Aug	CALLED OUT SICK AT 8:54 PM AUGUST 17, 2015 FOR HIS SHIFT SCHEDULED AT 7:30 AM AUGUST 18, 2015 (CONSECUTIVE) TOTAL = 8		0
29-Aug	PER ALEJANDRA DROP A POINT BECAUSE HIS FATHER IS IN THE HOSPITAL WAITING FOR DOCUMENTATION TOTAL=7		-1
15-Sep	CALLED OUT SEPT 14 @10:07PM FOR HIS SHIFT ON SEPT 15 @7:30AM TOTAL=8	SUSPENTION	1
11-Oct	NEO (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=10	SPI	2

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Attendance Calendar - 2015

ASSOCIATE NAME	REGALADO, DINA	ASSOCIATE ID #	2412
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, October 09, 2012	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January	C	C	C	C																											
February																															
March																															
April																							T								
May			T							T																					
June																															
July										T	T																				
August																															
September																															
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November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT REDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
3 Points	Documented Verbal Coaching
4 Points	First Written Correction
6 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 31 TOTAL=5	
1-Jan	CALLED OUT DEC 31 @11:34PM FOR HER SHIFT ON JAN 1 @10AM (CONTINUED) TOTAL=5	0
2-Jan	CALLED OUT JAN 1 @11:15PM FOR HER SHIFT ON JAN 2 @8:30AM (CONTINUED) TOTAL=5	0
3-Jan	CALLED OUT JAN 3 @1:39AM FOR HER SHIFT ON JAN 3 @8:30AM (PEAK PERIOD) TOTAL=7	2
4-Jan	CALLED OUT JAN 3 @10:29PM FOR HER SHIFT ON JAN 4 @9AM (PEAK PERIOD) TOTAL=9	2
7-Jan	TARDY (1/2 HOUR AND PEAK PERIOD) TOTAL=10	1
	WILL SPEAK TO ALEJANDRA REGARDING HER POINTS	
17-Jan	TARDY (PEAK PERIOD) TOTAL=11	1
	SPOKE TO ALEJANDRA ABOUT HER POINTS ISSUE I AM WAITING FOR HER RESPONSE. VM	
24-Jan	DID BRING DOCTOR'S NOTE AND SHE WAS SICK THE WHOLE WEEK TOTAL POINTS = 6	-5
17-Feb	REMOVE 1 POINT TOTAL=5	-1
19-Mar	REMOVE 1 POINT TOTAL=4	-1
19-Apr	REMOVE 1 POINT TOTAL=3	-1
23-Apr	TARDY TOTAL=3.5	0.5
3-May	TARDY (PEAK PERIOD) TOTAL=4.5 VERBAL	1

10-May	TARDY (PEAK PERIOD) TOTAL=5.5	1ST WRITTEN	1
10-Jun	REMOVE 1 POINT TOTAL=4.5		-1
10-Jul	TARDY TOTAL=5		0.5
11-Jul	TARDY TOTAL=5.5	1ST WRITTEN	0.5

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Attendance Calendar - 2015

ASSOCIATE NAME	RIVERA, LESLIE	ASSOCIATE ID #	3380
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Wednesday, April 08, 2015	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																															
June																C												C			
July																															
August								NCNS																							
September																															
October	NEO																														
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REA	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT REDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2014	TOTAL =0		0
16-Jun	CALLED OUT JUNE 16 @6:33AM FOR HER SHIFT ON JUNE 16 @8:30AM (LESS THAN 4 HOURS) TOTAL=2		2
28-Jun	CALLED OUT JUNE 28 @8:30AM FOR HER SHIFT ON JUNE 28 @9AM (LESS THAN 4 HOURS) TOTAL=4	VERBAL	2
28-Jul	REMOVE 1 POINT TOTAL=3		-1
8-Aug	NO CALL NO SHOW (PEAK PERIOD) TOTAL=23		20
11-Aug	CALLED OUT AUG 11 @6:26AM FOR HER SHIFT ON AUG 11 @8:30AM (LATE CALL OFF) TOTAL=25		2
	WAITING TO TALK ABOUT HER WITH ALEJANDRA		
	SPOKE TO ALEJANDRA WE WILL REMOVE HER POINTS BACK TO 3 POINTS AS SHE GOT CONFUSED OF HER DAYS OF WORKING. NEXT TIME WE WILL BE		
	UNABLE TO TAKE THE POINTS AWAY. TOTAL – 4		0
28-Aug	REMOVE 1 POINT TOTAL=3		-1
28-Sep	REMOVE ONE POINT TOTAL = 2		-1
1-Oct	NEO (PEAK PERIOD &LESS THAN 4 HOURS) TOTAL=4	VERBAL	2

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Attendance Calendar - 2014

ASSOCIATE NAME	Rodriguez, Margarita	**ASSOCIATE ID #**	2946
PHONE NUMBER		**DEPARTMENT**	HOUSEKEEPING
HIRE DATE		**POSITION**	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																									T						
June								MISC									T														
July						C	C	C				T																	MISC		
August										MISC																					
September																															
October																															
November																															
December																															

	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	Documented Verbal Coaching
	First Written Correction
	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2013	TOTAL =0		0
25-May	HALF A HOUR LATE (PEAK PERIOD) TOTAL=2		2
8-Jun	MISSING BREAK TOTAL=2.5		0.5
10-Jun	SPOKE TO ASSICATE ABOUT COMING TO TRUMP TALK LATE. I EXPLAINED TO HER NEXT TIME SHE WILL GET A HALF POINT TOTAL =2.5		0
17-Jun	ASSOCIATE WAS LATE TO TRUMP TALK. BLANCA AND CLAUDINE SPOKE TO ASSOCIATE TOTAL =3		0.5
4-Jul	CALLED OUT JULY 4 @4:59AM FOR HER SHIFT ON JULY 4 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=7		4
5-Jul	CALLED OUT JULY 5 @5:52AM FOR HER SHIFT ON JULY 5 @9AM (CONTINUED) TOTAL=7		0
6-Jul	CALLED OUT JULY 6 @6:10AM FOR HER SHIFT ON JULY 6 @9AM (CONTINUED) TOTAL=7		0
12-Jul	TARDY TOTAL=7.5		0.5
16-Jul	TARDY TOTAL=8	SUSPENTION	0.5
18-Jul	REMOVE 2 POINTS PER ALEJANDRA M. TOTAL =6		-2
19-Jul	FAILED TO CLOCK IN OR OUT FOR LUNCH SPOKE TO MARGARITA ABOUT THIS IN PERSON TOTAL = 6.5		0.5
10-Aug	MISC. FAILURE TO CLOCK IN OR OUT AS REQUIRED TOTAL=7	2ND WRITTEN	0.5

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LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	ROSALES, YONATHAN	ASSOCIATE ID #	1373
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, May 11, 2010	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February					C													NEO	C						NEO						
March											NEO														NEO						
April													NEO		spi																
May																															
June																	NEO														
July																												C	C	C	
August																									C	C					
September													NEO	C	C	C															
October																															
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

13-Jun	BROUGHT IN A DOCTORS NOTE EXCUSING HER FOR THE FOLLOWING DAYS FROM 6/06/2014 THROUGH 6/11/2014		
	NOTE ON FILE TOTAL=5		
4-Jul	CALLED OUT JULY 4 @12:30AM FOR HER SHIFT ON JULY 4 @8AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2
5-Jul	CALLED OUT JULY 4 @11:03PM FOR HER SHIFT ON JULY 5 @8AM (CONTINUED) TOTAL=7		0
6-Jul	CALLED OUT JULY 5 @11:27PM FOR HER SHIFT ON JULY 6 @9AM (CONTINUED) TOTAL=7		0
4-Aug	CALLED OUT AUG 4 @2:53AM FOR HER SHIFT ON AUG 4 @8AM (PEAK PERIOD) TOTAL=9		2
5-Aug	CALLED OUT AUG 5 @2:24AM FOR HER SHIFT ON AUG 5 @8:30AM (CONTINUED) TOTAL=9		0
8-Aug	CALLED OUT AUG 8 @1:30AM FOR HER SHIFT ON AUG 8 @8AM TOTAL=10		1
11-Aug	PER KELVIN REMOVE 1 POINT FOR THE PEA PERIOD ON AUG 4 NEW TOTAL=9	SUSPENTION	1
11-Sep	REMOVE 1 POINT TOTAL=8		-1
11-Oct	REMOVE 1 POINT TOTAL=7		-1
16-Oct	CALLED OUT OCT 15 @9:42PM FOR HER SHIFT ON OCT 16 @8:30AM TOTAL=8		1
18-Oct	SPOKE TO ALEJANDRA NEW TOTAL=6		-2
17-Nov	REMOVE 1 POINT TOTAL=5		-1
25-Nov	CALLED OUT NOV 24 @9:18PM FOR HER SHIFT ON NOV 25 @8:30AM TOTAL=6	1ST WRITTEN	1

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTIONS	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	DEC 2 POINTS		
5-Feb	CALLED OUT SICK FEB 5 @ 12AM FOR HIS 8:30AM SHIFT TOTAL = 3		1
18-Feb	NEO CLOCKED OUT @ FOR HIS 8:30AM TO 5PM SHIFT =5		2
19-Feb	CALLED OUT SICK FEB 5 @ 1:45 AM FOR HIS SHIFT 8:30AM 7		2
23-Feb	REMOVE 1 POINT PER ALEJANDRA M TOTAL POINTS =6		
11-Mar	WENT HOME EARLY WORKED 4 HOURS ONLY TOTAL =6.5		0.5
25-Mar	WENT HOME EARLY WORKED 4 HOURS (PEAK PERIOD) TOTAL=7.5		1
13-Apr	NEO (UNDER 4 HOURS) TOTAL=8.5	SUSPENTION	1
13-May	REMOVE ONE POINT TOTAL =7.5		-1
13-Jun	REMOVE 1 POINT TOTAL=6.5		-1

17-Jun	NEO LEFT WORK AT 12:33 PM WORKED 4 HOURS (PEAK PERIOD) TOTAL =7.5	SECOND WRITTEN	1
28-Jul	CALLED OUT JULY 27 @8:50PM FOR HIS SHIFT ON JULY 28 @8:30AM (PEAK PERIOD) TOTAL=9.5	SUSPENTION	2
29-Jul	CALLED OUT July 28, 2014 @ 11:23 pm for his shift on July 29, at 8:30 am (PEAK PERIOD) CONSECUTIVE)		0
30-Jul	CALLED OUT JULY 29 @9:12PM FOR HIS SHIFT ON JULY 30 @8AM (CONTINUED) TOTAL=9.5		0
2-Aug	REMOVE POINTS PER ALEJANDRA TOTAL=7		
25-Aug	CALLED OUT AUG 25 @11:05AM FOR HIS SHIFT ON AUG 25 @5PM TOTAL=8	SUSPENTION	1
26-Aug	CALLED OUT AUG 26 @11:05AM FOR HIS SHIFT ON AUG 26 @6PM (CONTINUED) TOTAL=8		0
14-Sep	NEO (PEAK PERIOD & LESS THAN 4 HOURS) . TOTAL=10		2
15-Sep	CALLED OUT SEPT 15 @2:07PM FOR HIS SHIFT ON SEPT 15 @6PM TOTAL=11	SPI	1
16-Sep	CALLED OUT SEPT 16 @1:44PM FOR HIS SHIFT ON SEPT 16 @6PM (CONTINUED) TOTAL=11		0
17-Sep	CALLED OUT SEPT 17 @2:07PM FOR HIS SHIFT ON SEPT 17 @6PM (CONTINUED) TOTAL=11		0

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Attendance Calendar - 2014

ASSOCIATE NAME	TORRES, VICTOR	ASSOCIATE ID #	2093
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, January 19, 2012	POSITION	FLOOR CARE

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
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April													C							C											
May																															
June																															
July						C																									
August																				C										C	
September																															
October			C																												
November																									C						
December				C																			MISC	C							

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2013	NO POINTS		
13-Apr	CALLED OUT @2:45PM FOR HIS SHIFT ON APR 13 @5PM (LESS THAN 4 HOURS) TOTAL=2		2
20-Apr	CALLED OUT APR 20 @2:26PM FOR HIS SHIFT ON APR 20 @5PM (LESS THAN 4 HOURS AND PEAK PERIOD) TOTAL=6		4
20-May	REMOVE 1 POINT TOTAL=5		-1
20-Jun	REMOVE 1 POINT TOTAL=4		-1
6-Jul	CALLED OUT JULY 6 @1:58PM FOR HIS JULY 6 @5PM SHIFT (PEAK PERIOD & LATE CALL OFF) TOTAL=8	SUSPENTION	4
15-Jul	REMOVE 2 POINTS PER EMAIL FROM KELVIN K. TOTAL =6	1st WRITTEN	-2
15-Aug	REMOVE 1 POINT TOTAL=5		-1
20-Aug	CALLED OUT AUG 20 @1:30PM FOR HIS SHIFT ON AUG 20 @5PM (LESS THAN 4 HOURS & PEAK PERIOD) TOTAL=9	SUSPENTION	4
23-Aug	PER ALEJANDRA LEAVE HIM AT A TOTAL=6		-3

31-Aug	CALLED OUT AUG 31 @1:13PM FOR HIS SHIFT ON AUG 31 @5PM TOTAL=7	2ND WRITTEN	1
30-Sep	REMOVE 1 POINT TOTAL=6		-1
3-Oct	CALLED OUT OCT 3 @2:02PM FOR HIS SHIFT ON OCT 3 @7PM TOTAL=7	2ND WRITTEN	1
3-Nov	REMOVE 1 POINT TOTAL=6		-1
25-Nov	CALLED OUT NOV 25 @5:17PM FOR HIS SHIFT ON NOV 25 @5PM (LESS THAN 4 HOURS) TOTAL=8	SUSPENTION	2
	SPOKE TO ALEJANDRA AND SHE WILL REMOVE THIS POINTS TOTAL=6		-2
3-Dec	REMOVE 1 POINT TOTAL=5		-1
4-Dec	CALLED OUT DEC 4 @6:50PM FOR HIS SHIFT ON DEC 4 @5PM (LESS THAN 4 HOURS) TOTAL=7	2ND WRITTEN	2
19-Dec	CALLED OUT DEC 19 @ 5:18 PM FOR HIS SHIFT ON DEC 19 @ 7PM (LESS THAN 4 HOURS) TOTAL= 7		7
	SPOKE WITH ALEJANDRA AND WILL REMOIVE THE POINTS TO 7		
22-Dec	DID NOT TAKE A LUNCH OR SIGN FOR A LUNCH MUST TAKE A LUNCH DAILY. TOTAL =7.5		0.5
24-Dec	CALLED OUT DEC 24 @11:25AM FOR HIS SHIFT ON DEC 24 @7PM (PEAK PERIOD) TOTAL=9.5		2

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	VANG, KER	ASSOCIATE ID #	2268
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, June 14, 2012	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January			C																												
February							C	C	C																						
March				C																											
April																															
May							C																				C				
June						C	C	C		C																					
July				C	C	C																									
August				C	C			C																							
September																															
October																C															
November																									C						
December																															

	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	¼
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

3 Points	**Documented Verbal Coaching**
4 Points	**First Written Correction**
6 Points	**Second Written Correction**
8 Points	**Career Decision Day**
10 Points	**Termination Level - Contact HR and place associate on Suspension Pending Investigation**

Date	Comments	Points
2103	DEC 2 TOTAL =2	
2-Jan	REMOVE 1 POINT = 0 POINTS	-1
3-Jan	CALLED OUT SICK JAN 3 @ 4:08AM FOR HER 8:30AM SHIFT TOTAL= 1	1
3-Feb	REMOVE 1 POINT TOTAL = 0	-1
7-Feb	CALLED OUT SICK Feb 7 @ 12:30am FOR HER 8:30AM SHIFT TOTAL = 1	1
8-Feb	CALLED OUT SICK FEB 8 @ 12:30AM FOR HER 8:30AM SHIFT TOTAL = 1	0
9-Feb	CALLED OUT SICK FEB 8 @ 11:30PM FOR HER 8:30AM SHIFT TOTAL = 1	0
4-Mar	CALLED OUT SICK @ 12:15 AM MARCH 4, 2014 FOR HER SHIFT AT 8:30 AM SHIFT (PEAK PERIOD) TOTAL =3 verbal	2
4-Apr	REMOVE 1 POINT TOTAL=2	-1
4-May	REMOVE 1 POINT TOTAL=1	-1
7-May	CALLED OUT MAY 6 @10:59PM FOR HER SHIFT ON MAY 7 @8:30AM (PEAK PERIOD) TOTAL=3	2
27-May	CALLED OUT MAY 27 @4:59AM FOR HER SHIFT ON MAY 27 @8:30AM (LESS THAN 4 HOURS) TOTAL=5	2
6-Jun	CALLED OUT JUNE 5 @10:44PM FOR HER SHIFT ON JUNE 6 @8:30AM TOTAL=6	1
7-Jun	CALLED OUT JUNE 6 @8:34PM FOR HER SHIFT ON JUNE 7 @8:30AM (CONTINUED) TOTAL=6	0
8-Jun	CALLED OUT JUNE 7 @8:30PM FOR HER SHIFT ON JUNE 8 @9AM TOTAL=6	0
10-Jun	CALLED OUT JUNE 10 @3:09AM FOR HER SHIFT ON JUNE 10 @8:30AM TOTAL=7	1

13-Jun	BROUGHT IN A DOCTORS NOTE EXCUSING HER FOR THE FOLLOWING DAYS FROM 6/06/2014 THROUGH 6/11/2014		
	NOTE ON FILE TOTAL=5		
4-Jul	CALLED OUT JULY 4 @12:30AM FOR HER SHIFT ON JULY 4 @8AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2
5-Jul	CALLED OUT JULY 4 @11:03PM FOR HER SHIFT ON JULY 5 @8AM (CONTINUED) TOTAL=7		0
6-Jul	CALLED OUT JULY 5 @11:27PM FOR HER SHIFT ON JULY 6 @9AM (CONTINUED) TOTAL=7		0
4-Aug	CALLED OUT AUG 4 @2:53AM FOR HER SHIFT ON AUG 4 @8AM (PEAK PERIOD) TOTAL=9		2
5-Aug	CALLED OUT AUG 5 @2:24AM FOR HER SHIFT ON AUG 5 @8:30AM (CONTINUED) TOTAL=9		0
8-Aug	CALLED OUT AUG 8 @1:30AM FOR HER SHIFT ON AUG 8 @8AM TOTAL=10		1
11-Aug	PER KELVIN REMOVE 1 POINT FOR THE PEA PERIOD ON AUG 4 NEW TOTAL=9	SUSPENTION	1
11-Sep	REMOVE 1 POINT TOTAL=8		-1
11-Oct	REMOVE 1 POINT TOTAL=7		-1
16-Oct	CALLED OUT OCT 15 @9:42PM FOR HER SHIFT ON OCT 16 @8:30AM TOTAL=8		1
18-Oct	SPOKE TO ALEJANDRA NEW TOTAL=6		-2
17-Nov	REMOVE 1 POINT TOTAL=5		-1
25-Nov	CALLED OUT NOV 24 @9:18PM FOR HER SHIFT ON NOV 25 @8:30AM TOTAL=6	1ST WRITTEN	1

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LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	VANG, KER	ASSOCIATE ID #	2268
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Thursday, June 14, 2012	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																	T														
March							C	C	C																			C	C	C	
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September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	¼
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENT	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
3 Points	Documented Verbal Coaching
4 Points	First Written Correction
6 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
25-Dec	TOTAL = 5		5
25-Jan	REMOVE 1 POINT = 4 POINTS		-1
17-Feb	CALLED AT 7:37 AM FEBRUARY 17, 2015 STATED SHE WILL BE LATE FOR HER SHIFT SHCEDULED AT 8:00 AM FEBRUARY 17, 2015 CLOCKED IN		
	AT 8:15 AM FEBRUARY 17, 2015 FOR HER SHIFT SCHEDULED FEBRUARY 17, 2015 AT 8:00 AM (PEAK PERIOD) TOTAL = 5		1
23-Feb	SPOKE TO ALEJANDRA SHE STATED SHE WAS GOING TO EXCUSE HER BECAUSE OF TRANSPORTATION ISSUES SHE HAS TOTAL=4		-1
7-Mar	CALLED OFF AT 10:05 PM MARCH 6, 2015 FOR HER SHIFT ON MARCH 7, 2015 AT 9:00 AM (PEAK PERIOD) TOTAL = 6		2
8-Mar	CALLED OFF SICK MARCH 7, 2015 AT 8:33 PM FOR HER SHIFT SCHEDULED AT 9 AM MARCH 8, 2015 (PEAK PERIOD) (CONSECUTIVE)		0
9-Mar	CALLED OFF 12:41 AM MARCH 9, 2015 FOR HER SHIFT SCHEDULED MARCH 9, 2015 AT 8:30 AM (PEAK PERIOD) (CONSECUTIVE)TOTAL =6 2nd written		-2
11-Mar	NO SECOND WRITTEN GIVEN PER ALEJANDRA TAKE HER BACK TO 4 POINTS TOTAL =4		
28-Mar	CALLED OUT MARCH 27 @7:58PM FOR HER SHIFT ON MARCH 28 @9AM (PEAK PERIOD) TOTAL=6	1ST WRITTEN	2
29-Mar	CALLED OUT MARCH 28 @10:29PM FOR HER SHIFT ON MARCH 29 @9AM (CONTINUED) TOTAL=6		0
30-Mar	CALLED OUT MAR 29 @9:59PM FOR HER SHIFT ON MAR 30 @8:30AM (CONTINUED) TOTAL=6		0
30-Apr	REMOVE 1 POINT TOTAL=5		-1
8-May	CALLED OUT MAY 7 @11:25PM FOR HER SHIFT ON MAY 8 @8:30AM (PEAK PERIOD) TOTAL=7	2ND WRITTEN	2

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LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	Alicia Williams	ASSOCIATE ID #	2892
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE		POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January					C	C	C										T														
February																															
March							C																								
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September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT REDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	TOTAL =5.5		
3-Jan	REMOVE 1 POINT TOTAL=4.5		-1
5-Jan	CALLED OUT SICK AT 12:48 AM JANUARY 5, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM JANUARY 5, 2015 (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2
6-Jan	CALLED OUT JAN 6 @12:57AM FOR HER SHIFT ON JAN 6 @8:30AM (CONTINUED) TOTAL=6.5		0
7-Jan	CALLED OUT JAN 7 @4:15AM FOR HER SHIFT ON JAN 7 @8:30AM (CONTINUED) TOTAL=6.5		0
17-Jan	TARDY (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	1
17-Feb	REMOVE ONE POINT TOAL =6.5		-1
19-Feb	MISC. (FAILURE TO TAKE A 30 MINUTE LUNCH) TOTAL=7.		0.5
	WALKED TO THE BIOMETRIC CLOCK WITH HER BIOMETRIC NOT WORKING WILL EXCUSE HER FOR THIS TIME. TOTAL=6.5		
7-Mar	CALLED OUT MARCH 7 @4:02AM FOR HER SHIFT ON MARCH 7 @9AM (PEAK PERIOD) TOTAL=8.5		2
24-Mar	REMOVE 2 POINTS PER ALEJANDRA TOTAL = 6.5		-2
7-Apr	REMOVE 1 POINT TOTAL=5.5		-1
28-Apr	FMLA CALLED OUT SICK AT 8:14 PM APRIL 27, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM APRIL 28, 2015 TOTAL = 5.5		0
7-Apr	REMOVE ONE POINT TOTAL = 4.5		-1
7-May	REMOVE 1 POINT TOTAL=3.5		-1
2-Jun	NEO TOTAL=4.5	1ST WRITTEN	1
	PER HR DISCIPLINE NOT GIVEN DISCIPLINE		

3-Jun	FMLA CALLED OUT JUNE 2 @10:13PM FOR HER SHIFT ON JUNE 3 @8:30AM TOTAL=4.5	0
4-Jun	FMLA CALLED OUT JUNE 3 @8:40PM FOR HER SHIFT ON JUNE 4 @8:30AM TOTAL=4.5	0
2-Jul	REMOVE 1 POINT TOTAL=3.5	-1
2-Aug	REMOVE 1 POINT TOTAL=2.5	-1
14-Aug	FMLA CALLED OUT AUG 13 @10:06PM FOR HER SHIFT ON AUG 14 @8:30AM TOTAL=2.5	0
16-Aug	FMLA CALLED OUT AUG 16 @8:46AM FOR HER SHIFT ON AUG 16 @9AM TOTAL=2.5	0
30-Aug	CALLED OUT AUG 30 @12:25AM FOR HER SHIFT ON AUG 30 @9AM (PEAK PERIOD) TOTAL=4.5	2

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	WINDOM, TWANNA	ASSOCIATE ID #	2889
PHONE NUMBER	702-688-0540	DEPARTMENT	HOUSEKEEPING
HIRE DATE	Friday, January 31, 2014	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February													C				C														
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November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REA	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼
POINT DEDUCTON	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
13-Feb	CALLED OUT SICK FEB 13@ 4:46AM FOR HER 6:30AM SHIFT (PEAK PERIOD) TOTAL = 2		2
17-Feb	CALLED OUT SICK FEB 17 @ 5:30PM FOR HER 5:00PM SHIFT FEB 17 (Peak Period TOTAL =6		4
27-Feb	remove 4 points per Alejandro M. TOTAL =2		-4
3/8/2014	MISSING BREAK PUNCH TOTAL =2.5		0.5
16-Mar	NEO (PEAK PERIOD) TOTAL=3.5	VERBAL	1
3-Apr	REMOVE ONE POINT DUE TO SHE WAS NOT HERE TO SEE SCHEDULE TOTAL =2.5		-1
4-Apr	CALLED OUT SICK @12:04AM FOR HER SHIFT ON APR4 @8:30AM TOTAL=3.5		1
17-Apr	DID NOT SIGN IN OR OUT FOR LUNCH TOTAL=4		0.5

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

TRUMP RUFFIN COMMERCIAL, LLC,	**Case No. 28-CA-149979**
D/B/A TRUMP INTERNATIONAL	**28-CA-150529**
HOTEL LAS VEGAS,	**28-CA-155072**
	28-CA-156304
and	**28-CA-156719**
	28-CA-157883
LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, AFFILIATED WITH UNITE HERE INTERNATIONAL UNION.	

_____

_____

GENERAL COUNSEL EXHIBITS

Place: Las Vegas, Nevada

Dates: December 10, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
7227 N. 16th Street #207
Phoenix, AZ 85020
(602) 263-0885

UNION SI ☑

Yo, el fi rmante, por la presente autorizo a la Mesa Ejecutiva Combinada del Local en Las Vegas, compuesta por la Unión de Trabajadores Culinarios, Local 226 y la Unión de Cantineros, Local 165, como mi representante exclusivo para negociaciones colectivas y aplico para membresía en el Local 226 o en el Local 165, de acuerdo con mi ocupación. Además, pido y voluntariamente autorizo a mi empleador que deduzca de cualquier salario o compensación que se me deba, la cantidad igual a las cuotas regulares mensuales de la Unión, que se aplican uniformemente a los miembros de la Unión, comforme a la Constitución y los estatutos de la Unión.

Esta autorización permanecerá en efecto y será irrevocable, a menos que yo la revoque al remitir aviso, por escrito y por correo registrado, tanto como a mi empleador como a la Unión, durante un periodo de quince (15) días inmediatamente despues de cualquier periodo anual subsecuente a la fecha de terminación del contrato aplicable entre el empleador y la Unión, lo que ocurra primero, y será automaticamente renovada como descuento de cuotas irrevocable de año tras año, a menos que sea revocada como se dispone aquí, siendo o no siendo yo miembro de la Unión.

Martha Elizabeth Guzmán	Martha Guzmán
Nombre – (letra de molde)	Firma – (manuscrita)
Trump Casino	561-99-5464
Nombre del Casino	Número de Seguro Social
Housekeeping	2436 Saint George Ave
Clasificación de Trabajo	Domicilio
702-929-0342	Las Vegas Nevada 89030
Número de Teléfono/Celular	Ciudad Estado Zona Postal
Mensajes de texto Optar (S) N	3-21-15
	Fecha

Correo Electrónico (E-mail)

FORM #0009

G. C. Exh: No. 35

GC35 RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruthn

OF PAGES: 2 DATE: 12215 REPORTER: JM

CHRISTINA KEERAN - Housekeeping Dpt.

"Throughout the years we have been able to work out most of the issues that have crossed our path, and we have never, ever… needed a union. I believe that a union would only make things worse and make our work environment hell!

Please vote NO, and protect what you now have."

G. C. Exh:
No. 36

GC36 RECEIVED ✓ REJECTED ____

28-CA-149979
CASE NO. ____ CASE NAME: Trump Ruffin

PAGES: 3 DATE: 12-31-15 REPORTER: CO

CHRISTINA KEERAN - Housekeeping Dpt.

"A traves de los años he sido capaz de resolver la mayoria de mis problemas que se han cruzado en nuestro camino. Y nunca jamas... hemos necesitado de una union. Yo creo que la union solo hara las cosas peor y hara de nuestro ambiente de trabajo un infierno!

Por favor vote NO, y proteja lo que tenemos ahora"

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	LEDWON, TICIA	ASSOCIATE ID #	2358
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Monday, August 20, 2012	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February															NEO																
March											NEO																				
April																															
May																															
June									C	C	NEO																				
July																NEO															
August									NEO	NEO																					
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

G. C. Exh: 37 No

EC37 RECEIVED ✓ REJECTED _____

28-CA-149979 CASE NO. _____ CASE NAME: Trump Purdue

OF PAGES: 3 DATE: 12-4-15 REPORTER: JD

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7. Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 19 TOTAL=6		
19-Jan	REMOVE 1 POINT TOTAL=5		-1
15-Feb	NEO ONLY WORKE 4 HOURS (PEAK PERIOD0 TOTAL =6		1
11-Mar	NEO (PEAK PERIOD) TOTAL=7		1
	PER ALEJANDRA REMOVE .50 HER TOTAL POINTS WILL BE 6.5	1 ST WRITTEN	-0.5
11-Apr	REMOVE 1 POINT TOTAL=5.5		-1
11-May	REMOVE 1 POINT TOTAL=4.5		-1
9-Jun	CALLED OUT JUNE 9 @7:11AM FOR HER SHIFT ON JUNE 9 @8:30AM (LESS THAN 4 HOURS) TOTAL=6.5	1ST WRITTEN	2
10-Jun	CALLED OUT JUNE 9 @9:46PM FOR HER SHIFT ON JUNE 10 @8AM (CONTINUED) TOTAL=6.5		0
11-Jun	NEO TOTAL=7	2ND WRITTEN	0.5
	PER HR DISCIPLINE NOT GIVEN DUE TO UNION VOTING		
11-Jul	REMOVE 1 POINT TOTAL=6		-1
16-Jul	NEO TOTAL=6.5		0.5
9-Aug	NEO TOTAL=7	2ND WRITTEN	0.5

G.C.

EXHIBIT

38

EC38 RECEIVED ✓ REJECTED ____

28-CA-149979
PAGE NO. ____ CASE NAME: Trump Ruffin

OF PAGES: 5 DATE 12-12-15 REPORTER: OO

U.S. EXH. No. 38

pg. 1/3

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	LEDWON, TICIA	ASSOCIATE ID #	2358
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Monday, August 20, 2012	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February															NEO																
March											NEO																				
April																															
May																															
June									C	C	NEO																				
July																NEO															
August									NEO	NEO																					
September															NEO																
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	8
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	¼

Ex. 4 pg. 2/3

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN:	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 19 TOTAL=6		
19-Jan	REMOVE 1 POINT TOTAL=5		-1
15-Feb	NEO ONLY WORKE 4 HOURS (PEAK PERIOD0 TOTAL =6		1
11-Mar	NEO (PEAK PERIOD) TOTAL=7		1
	PER ALEJANDRA REMOVE .50 HER TOTAL POINTS WILL BE 6.5	1 ST WRITTEN	-0.5
11-Apr	REMOVE 1 POINT TOTAL=5.5		-1
11-May	REMOVE 1 POINT TOTAL=4.5		-1
9-Jun	CALLED OUT JUNE 9 @7:11AM FOR HER SHIFT ON JUNE 9 @8:30AM (LESS THAN 4 HOURS) TOTAL=6.5	1ST WRITTEN	2
10-Jun	CALLED OUT JUNE 9 @9:46PM FOR HER SHIFT ON JUNE 10 @8AM (CONTINUED) TOTAL=6.5		0
11-Jun	NEO TOTAL=7	2ND WRITTEN	0.5
	PER HR DISCIPLINE NOT GIVEN		
11-Jul	REMOVE 1 POINT TOTAL=6		-1
16-Jul	NEO TOTAL=6.5		0.5
9-Aug	NEO TOTAL=7	2ND WRITTEN	0.5
10-Aug	NEO TOTAL=7.5		0.5

Gr. 6 Exh. 38
pg. 3/3

10-Sep	REMOVE 1 POINT TOTAL=6.5	-1
15-Sep	NEO TOTAL=7 2ND WRITTEN	0.5

G.C.

EXHIBIT

39

EC39 RECEIVED ✓ REJECTED

28-CA-14999 CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 4 DATE: 12-10-15 REPORTER: DD

"This Hotel has been able to offer an environment of respect and camaraderie. In general, we all get along very well. Unfortunately a few have made it their goal to disrupt our lives and change things for the worst.

Throughout the years, as I have faced difficulties, I have been able to

able to work together with management to resolve issues in a positive way. All this without having a union stuck in the middle or having to pay dues. I believe strongly that many of the good things that we now enjoy will be lost if a union came in. Just look around how things have changed for the worst since this union issue began. For everyone's sake, please vote NO"

Ticia Lewon – Housekeeping Dept.

G. C. Exh:
No. 39 1/2

"Este Hotel ha podido ofrecer un ambiente de respeto y camaraderia. En general, todos nos llevamos muy bien. Desafortunadamente unos pocos han hecho su proposito el de contrariar nuestras vidas y cambiar hacia lo peor las cosas.

A traves de los años yo he confrontado dificultades y he podido trabajar junto con la gerencia en resolver problemas de una manera positiva. Todo esto sin tener una union atorada en el medio o sin tener que pagar cuotas. Yo creo fuertemente que muchas cosas buenas que gozamos ahora seran perdidas si una union entra. Simplemente miren a su alrededor como las cosas han cambiado para lo peor desde que el asunto de la union comenzo. Por el bien de todos, por favor voten NO"

Ticia Lewon – Housekeeping Dept.

G.C. Exh.
No. 39 2/2

G.C.
EXHIBIT
40

EC40 RECEIVED ✓ REJECTED_____

28-CA-149979 CASE NO._____ CASE NAME: Trump Ruffin

OF PAGES: 5 DATE: 12-10-15 REPORTER: CD

G. C. Exh. No. 40 1/3

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	Alicia Williams			ASSOCIATE ID #	2682
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE			POSITION	GRA	

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January					C	C	C										T														
February																															
March							C																								
April																							FMLA								
May																															
June		NEO	FMLA	FMLA																											
July																															
August																FMLA														C	
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	¼
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	½
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINT DEDUCTION	**POINTS**
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

Gen. Exh. 46
Pg. 2/3

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspention
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	TOTAL=5.5		
3-Jan	REMOVE 1 POINT TOTAL=4.5		-1
5-Jan	CALLED OUT SICK AT 12:48 AM JANUARY 5, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM JANUARY 5 2015 (PEAK PERIOD) TOTAL=6.5	1ST WRITTEN	2
6 Jan	CALLED OUT JAN 6 @12:57AM FOR HER SHIFT ON JAN 6 @8:30AM (CONTINUED) TOTAL=6.5		0
7-Jan	CALLED OUT JAN 7 @4:15AM FOR HER SHIFT ON JAN 7 @8:30AM (CONTINUED) TOTAL=6.5		0
17-Jan	TARDY (PEAK PERIOD) TOTAL=7.5	2ND WRITTEN	1
17-Feb	REMOVE ONE POINT TOAL =6.5		-1
19-Feb	MISC (FAILURE TO TAKE A 30 MINUTE LUNCH) TOTAL=7		0.5
	WALKED TO THE BIOMETRIC CLOCK WITH HER BIOMETRIC NOT WORKING WILL EXCUSE HER FOR THIS TIME. TOTAL=6.5		
7-Mar	CALLED OUT MARCH 7 @4:02AM FOR HER SHIFT ON MARCH 7 @9AM (PEAK PERIOD) TOTAL=8.5		2
24-Mar	REMOVE 2 POINTS PER ALEJANDRA TOTAL = 6.5		-2
7-Apr	REMOVE 1 POINT TOTAL=5.5		-1
28-Apr	PM'A CALLED OUT SICK AT 8:14 PM APRIL 27, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM APRIL 28, 2015 TOTAL = 5.5		0
7-Apr	REMOVE ONE POINT TOTAL = 4.5		-1
7-May	REMOVE 1 POINT TOTAL=3.5		-1
2-Jun	NFO TOTAL=4.5	1ST WRITTEN	1
	PER HR DISCRUNE NOT GIVEN DISCIPLINE		

Gn.C. Exh. 4
pg. 3/3

3-Jun	FMLA CALLED OUT JUNE 2 @10:13PM FOR HER SHIFT ON JUNE 3 @8:30AM TOTAL=4.5	0
4-Jun	FMLA CALLED OUT JUNE 3 @8:40PM FOR HER SHIFT ON JUNE 4 @8:30AM TOTAL=4.5	0
2-Jul	REMOVE 1 POINT TOTAL=3.5	-1
2-Aug	REMOVE 1 POINT TOTAL=2.5	-1
14-Aug	FMLA CALLED OUT AUG 13 @10:06PM FOR HER SHIFT ON AUG 14 @8:30AM TOTAL=2.5	0
16-Aug	FMLA CALLED OUT AUG 16 @8:46AM FOR HER SHIFT ON AUG 16 @9AM TOTAL=2.5	0
30-Aug	CALLED OUT AUG 30 @12:25AM FOR HER SHIFT ON AUG 30 @9AM (PEAK PERIOD) TOTAL=4.5	2

G.C.

EXHIBIT

41

GC41 RECEIVED ✓ REJECTED _____

28-CA-149979 CASE NAME: Trump Ruffin
CASE NO. _____

OF PAGES: 5 DATE 12-10-15 REPORTER: CM

G. C. Exh. No. 41 1/3

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	HERNANDEZ, MARCELO			ASSOCIATE ID #	3062
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Friday, June 06, 2014		POSITION	GRA	

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February														OFF	C	C	C														
March																															
April				C																											
May																															
June							C			NEO																					
July																															
August																															
September																															
October																							C								
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

G.C. Exhibit
pg. 2/3

	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
12/31/2013	TOTAL =6.5		0
31-Jan	REMOVE 1 POINT TOTAL=5.5		-1
15-Feb	CALLED OUT SICK AT FEBRUARY 15, 2015 AT 11:12 PM FOR HIS SHIFT SCHEDULED AT 9:30 AM FEBRUARY 15, 2015 (PEAK PERIOD) TOTAL 7.5		2
16-Feb	CALLED OUT SICK FEBRUARY 16, 2015 AT 8:40 AM FOR HIS SHIFT SCHEDULED AT 3:00 PM FEBRUARY 16, 2015 (CONSECUTIVE) TOTAL =7.5		0
17-Feb	CALLED OUT SICK FEBRUARY 17, 2015 AT 7:30 AM FOR HIS SHIFT SCHEDULED AT 5:00 PM FEBRUARY 17, 2015 (consecutive) TOTAL = 7.5		0
18-Mar	REMOVE ONE POINT TOTAL = 6.5		-1
4-Apr	CALLED OUT APR 4 @2:50AM FOR HIS SHIFT ON APR 4 @9AM (PEAK PERIOD) TOTAL=8.5	SUSPENTION	2
4-May	REMOVE 1 POINT TOTAL=7.5		-1
4-Jun	REMOVE 1 POINT TOTAL=6.5		-1
7-Jun	CALLED OUT JUNE 7 @12:51AM FOR HIS SHIFT ON JUNE 7 @9:30AM TOTAL=7.5		1
10-Jun	NEO TOTAL=8	SUSPENSION	0.5
	PER HR DISCIPLINE NOT GIVEN		
10-Jul	REMOVE 1 POINT TOTAL=7		-1
10-Aug	REMOVE 1 POINT TOTAL=6		-1

U.C. Exh. 41
pg. 3/3

10-Sep	REMOVE 1 POINT TOTAL=5	-1
10-Oct	REMOVE 1 POINT TOTAL=4	-1
23-Oct	CALLED OUT OCT 23 @2:40AM FOR HIS SHIFT ON OCT 23 @9AM (PEAK PERIO) TOTAL=6 1ST WRITTEN	2

G.C.
EXHIBIT
42

GC42 RECEIVED ✓ REJECTED_____

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 5 DATE: 2-10-15 REPORTER: JD

No. 42 3/3

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	ORTIZ-SILVA, JORGE			ASSOCIATE ID #	2393
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Tuesday, October 02, 2012		POSITION	HOUSE PERSON	

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January		C	C																												
February																										C					
March							C																								
April				C	C	C																									
May																															
June																										C	C	C			
July																															
August																						C	C	C							
September																					T							T			
October																															
November																															
December																															

LATENESS AND EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EC, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
ABSENCE	**POINTS**
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	**POINTS**
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

U.C Exh 42
Pg 2/3

POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
6.5	First Written Correction
7 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 6 TOTAL=3		
2-Jan	CALLED OUT JAN 2 @4AM FOR HIS SHIFT ON JAN 2 @9AM (PEAK PERIOD) TOTAL=5	VERBAL	2
3-Jan	CALLED OUT JAN 3 @3:20AM FOR HIS SHIFT ON JAN 3 @9AM (CONTINUED) TOTAL=5		0
3-Feb	REMOVE 1 POINT TOTAL=4		-1
26-Feb	CALLED OUT FEB 26 @4:49AM FOR HIS SHIFT ON FEB 26 @10AM (PEAK PERIOD) TOTAL=6		2
7-Mar	CALLED OUT MAR 7 @5:05AM FOR HIS SHIFT ON MAR 7 @10AM (PEAK PERIOD) TOTAL=8		2
24-Mar	REMOVE 2 POINTS PER ALAJANDRA TOTAL =6	1ST WRITTEN	-2
4-Apr	CALLED OUT APR 4 @2:45AM FOR HIS SHIFT ON APR 4 @10AM (PEAK PERIOD) TOTAL=8	SUSPENTION	2
5-Apr	CALLED OUT APR 5 @3:11AM FOR HIS SHIFT ON APR 5 @8AM (CONTINUED) TOTAL=8		0
6-Apr	CALLED OUT APR 6 @1:58AM FOR HIS SHIFT ON APR 6 @7AM (CONTINUED) TOTAL=8		0
6-May	REMOVE 1 POINT TOTAL=7		-1
6-Jun	REMOVE 1 POINT TOTAL=6		-1
26-Jun	CALLED OUT JUNE 26 @1:25AM FOR HIS SHIFT ON JUNE 26 @10AM TOTAL=7	2ND WRITTEN	1
	PER HR DISCIPLINE NOT GIVEN		

Ex. V Exhibit
pg. 3/3

27-Jun	CALLED OUT JUNE 27 @1:45AM FOR HIS SHIFT ON JUNE 27 @10AM (CONTINUED) TOTAL=7	0
28-Jun	CALLED OUT JUNE 28 @1:53AM FOR HIS SHIFT ON JUNE 28 @8AM (CONTINUED) TOTAL=7	0
28-Jul	REMOVE 1 POINT TOTAL=6	-1
22-Aug	CALLED OUT AUG 22 @2:20AM FOR HIS SHIFT ON AUG 22 @9AM TOTAL=7 2ND WRITTEN	1
	THIS 2ND WRITTEN WAS NOT GIVEN BECAUSE HE GOT SUSPENDED FOR CALLING OFF AND THIS WAS REQUESTED OFF DENIED.	
23-Aug	CALLED OUT AUG 23 @2:31AM FOR HIS SHIFT ON AUG 23 @8AM TOTAL=7	0
24-Aug	CALLED OUT AUG 24 @12:51AM FOR HIS SHIFT ON AUG 24 @7AM TOTAL=7	0
21-Sep	TARDY (1 HOUR TARDY AND PEAK PERIOD) TOTAL=8	1
24-Sep	DID NOT CHECK THE SCHEDULE AND CAME IN LATE, ALEJANDRA GAVE HIM THE BENEFIT OF THE DOUBT AND TALKED TO HIM ABOUT	
	CHECKING THE SCHEDULE DAILY TOTAL = 7	-1
24-Sep	REMOVE 1 POINT TOTAL OFF = 6	-1
28-Sep	TARDY (PEAK PERIOD) TOTAL=7 2ND WRITTEN	1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRUMP RUFFIN COMMERCIAL, LLC,
d/b/a TRUMP INTERNATIONAL HOTEL
LAS VEGAS

and

Cases 28-CA-149979
28-CA-155072
28-CA-156304
28-CA-156719
28-CA-157883

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS, affiliated with UNITE HERE
INTERNATIONAL UNION

AMENDMENT TO SECOND CONSOLIDATED COMPLAINT

PLEASE TAKE NOTICE that Counsel for the General Counsel will move, at the hearing scheduled to resume on December 10, 2015, to amend the Second Consolidated Complaint by adding subsection (p) to paragraph 5, and subsections (c) and (d) to paragraph 6 as follows:

5. (p) Since at least June 1, 2015, Respondent granted its employees benefits by suspending attendance-related discipline.

6. (c) Since at least June 1, 2015, Respondent, increased benefits of some of its employees by withholding attendance-related discipline.

(d) Respondent engaged in the conduct described above in paragraph (c) because certain of the employees of Respondent engaged in union and concerted activities, and because certain of its employees refrained from engaging in union and concerted activities and to discourage employees from engaging in these activities.

G043 RECEIVED_____ REJECTED ✓

28-CA-149979 CASE NAME: Trump Buffalo

PAGES: 2 DATE: 12-4-15 REPORTER: CM

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 28

In the Matter of:

TRUMP RUFFIN COMMERCIAL, LLC,	**Case No. 28-CA-149979**
D/B/A TRUMP INTERNATIONAL	**28-CA-150529**
HOTEL LAS VEGAS,	**28-CA-155072**
	28-CA-156304
and	**28-CA-156719**
	28-CA-157883
LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, AFFILIATED WITH UNITE HERE INTERNATIONAL UNION.	

RESPONDENT EXHIBITS

Place: Las Vegas, Nevada

Dates: December 10, 2015

OFFICIAL REPORTERS

AVTranz
E-Reporting and E-Transcription
7227 N. 16th Street #207
Phoenix, AZ 85020
(602) 263-0885

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Associate Disciplinary Record

Associate Name: Martha Guzman Department: Housekeeping

Associate # 2678 Date/Time of Incident: 12-03-2014 at Today's Date: 12-15-2014

Describe the action that made it necessary to prepare this report.

Level 3 No) 11 Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work are during shift without authorization or taking breaks in unauthorized areas.

Dec. 3 Martha Guzman came in late at 8:58AM for her shift at starts at 8:30AM resulting in 0.5 points accumulating to her attendance points. Her total adds up to 8 point.

Describe the counseling received by the Associate.

Martha Guzman has been informed that it is her responsibility to track her attendance points. Failure to demonstrate immediate and sustained improvement may result in further disciplinary action up to and including termination

Type of Discipline:
☐ **Verbal Coaching** ☐ **1st Written Warning** ☐ **2nd Written/Final Warning** ☐ **Other** _____ ☒ **Suspension:**

Your Manager has given you a suspension without pay, effective ___ through ____ A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

Check if applicable

☐ **Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. ____ *(Associate Initials)***

☐ **Suspension Pending Investigation**

Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. **You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on ___ at _a.m. _____ *(Associate Initials)***

Manager's Signature/Date

12/29/14
Human Resources/Date

Associate's Signature/Date

RECEIVED 12/29/14
Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

Respondent's Exhibit

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2E-CA-149979 Trump Ruffin
CASE NO. _____ CASE NAME: _____

OF PAGES: 7 DATE: 11-18-15 REPORTER: JD

TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

Associate Disciplinary Record (page two)

Associate Name: Martha Guzman **Department:** Housekeeping

Date: 12-15-2014

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
2/23/2014	2ND WRITTEN	ATTENDANCE POINTS

Associate Comments

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

I Remember. I was not late on Dec. 3 because. I get a Ride and we here on 1hour. before or 1/2 before 8:30. Thanckyou

When I talk to a Alexandra on October the 29- 31- She told me that I hade 9 1/2. and 2 moth afte Dec. 17. 8

Manager's Signature/Date

Martha Guzman
Associate's Signature/Date

12/29/14
Human Resources/Date

Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	GUZMAN, MARTHA	ASSOCIATE ID #	2878
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, June 08, 2010	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																			C												
February															C								C								
March									C	T																	NS				
April			C																												
May		T												T																T	
June																															
July																															
August																				MISC											
September		T																													
October		MISC			C																										
November																															
December			C																												

POINTS	
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

[illegible]DE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

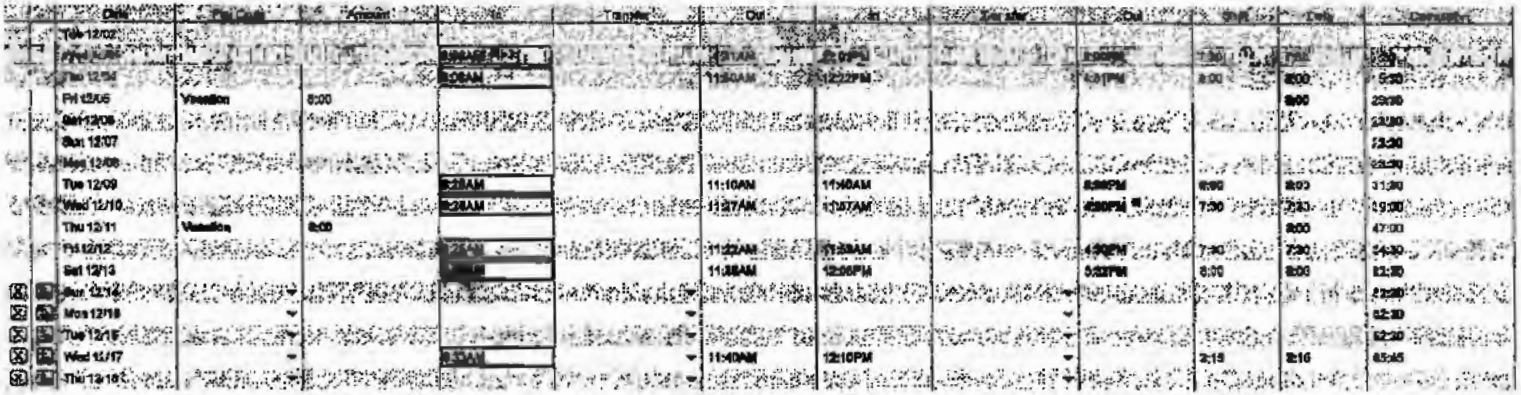
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	DEC 25 TOTAL = 2 POINTS	2
19-Jan	CALLED OUTS JAN 18 8:35PM FOR FOR HER 8;30AM SHIFT TOTAL= 3	1
15-Feb	CALLED OUT SICK FEB 15 @ 3:14AM FOR HER 8:30 AM SHIFT (PEAK PERIOD) TOTAL = 5	2
23-Feb	REMOVE 1 POINT = TOTAL 4	-1
23-Feb	CALLED OUT SICK FEB 23, @ 7:03AM FOR HER SHIFT 8:30 AM FEB 23 (CALLED LESS THAN 4 HOURS) TOTAL =6	2
10-Mar	CALLED AT 7:46 AM TO SAY SHE WILL BE LATE FOR HER 8:30 AM SHIFT TOTAL =6.5	0.5
27-Mar	MISSED PUNCH FORGOT TO CLOCK INTO WORK. TOTAL =7	0.5
3-Apr	CALLED OUT @7:40AM APR 3 FOR HER 8:30AM SHIFT (LESS THAN 4 HOURS & PEAK PERIOD) TOTAL=11	-4
	SPOKE TO ALEJANDRA AND SHE BROUGHT IN A HOSPITAL NOTICE SO DROPPED THE POINTS TOTAL=7	
2-May	TARDY TOTAL=7.5	0.5

14-May	TARDY TOTAL=8		0.5
30-May	TARDY (PEAK PERIOD) TOTAL=9		0.5
	SPOKE TO ALEJANDRA TOTAL=8		
30-Jun	REMOVE 1 POINT TOTAL=7		-1
12-Jul	CALLED OUT JULY 12 @1:12AM FOR HER SHIFT ON JULY 12 @9AM TOTAL=8	SUSPENTION	1
1-Aug	TARDY TOTAL=8.5		0.5
20-Aug	MISC. LONG INTERVAL DID NOT TAKE A 2ND LUNCH FOR THE OVER TIME. TOTAL=9		0.5
2-Sep	TARDY TOTAL=9.5		0.5
2-Oct	MISC. (SHORT BREAK) TOTAL=10	SPI	0.5
5-Oct	CALLED OUT OCT 5 @2:40AM FOR HER SHIFT ON OCT 5 @9AM TOTAL=11		1
6-Oct	SPOKE TO ALEJANDRA NEW TOTAL=9	SUSPENTION	-1.5
26-Oct	TARDY (30 MINUTES) TOTAL=9.5		0.5
2-Nov	CALLED OUT NOV 2 @2AM FOR HER SHIFT ON NOV 2 @9AM TOTAL=11.5		2
	SHE STATED IT WAS FMLA BUT SHE DOES NOT HAVE FMLA. I MENTIONED THIS TO ALEJANDRA		
3-Nov	SPOKE TO KELVIN SHE HAD A DEATH IN THE FAMILY WILL SPEAK TO ALEJANDRA ABOUT HER POINTS.		
2-Dec	REMOVE 1 POINT TOTAL=10.5		-1
3-Dec	TARDY TOTAL=11		0.5
12-Dec	SPOKE TO ALEJANDRA REGARDING HER POINT TOTAL=8	SUSPENTION	-3

TIMECARD

Guzman, Martha 12/03/2014-12/17/2014



Date	Pay Code	Amount	In	Transfer	Out	In	Transfer	Out	Shift	Total	Comments
Tue 12/02											
Wed 12/03			[illegible]		[illegible]	[illegible]		[illegible]	7:30	[illegible]	[illegible]
Thu 12/04			8:06AM		11:50AM	12:22PM		4:31PM	8:00	8:00	5:30
Fri 12/05	Vacation	8:00								8:00	29:30
Sat 12/06											23:30
Sun 12/07											23:30
Mon 12/08											23:30
Tue 12/09			8:28AM		11:10AM	11:40AM		8:00PM	8:00	8:00	31:30
Wed 12/10			8:28AM		11:27AM	11:57AM		4:30PM	7:30	7:30	39:00
Thu 12/11	Vacation	8:00								8:00	47:00
Fri 12/12			[illegible]		11:22AM	11:58AM		4:30PM	7:30	7:30	54:30
Sat 12/13			[illegible]		11:38AM	12:06PM		5:22PM	8:00	8:00	62:30
Sun 12/14											62:30
Mon 12/15											62:30
Tue 12/16											62:30
Wed 12/17			8:33AM		11:40AM	12:10PM			3:15	3:15	65:45
Thu 12/18											

Comments

Date	Comment	Note
Wed 12/10	Double Punch	VEO [051013; 12/11/2014 11:16AM]

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

V

Associate Disciplinary Record

Associate Name: Martha Guzman Department: Housekeeping

Associate # 2678 Date/Time of incident: 04-01-2015 at ___ Today's Date: 04-06-2015

Describe the action that made it necessary to prepare this report.

Level 3 No) 11 Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work are during shift without authorization or taking breaks in unauthorized areas.

Apr 1 Martha Guzman was late for her shift resulting in 1 point accumulating to her attendance points. Her total adds up to 8 points.

Describe the counseling received by the Associate.

Failure to demonstrate immediate and sustained improvement may result in further disciplinary action up to and including termination.

Type of Discipline:
☐ **Verbal Coaching** ☐ **1st Written Warning** ☐ **2nd Written/Final Warning** ☐ **Other** _____ ☒ **Suspension:**

Your Manager has given you a suspension without pay, effective 4/7/15 through 4/7/15 A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

Check if applicable
☐ **Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. ___ *(Associate Initials)***

☐ **Suspension Pending Investigation**
Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. **You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on ___ at _a.m. _____ *(Associate Initials)***

4/7/15
Manager's Signature/Date

Martha Guzman 4-7-15
Associate's Signature/Date

4/10/2015
Human Resources/Date

4/20/15 JMM
Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

Respondent's Exhibit
2

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28-CA-149979 Trump Ruffin
CASE NO. CASE NAME:

OF PAGES: 5 DATE: 11-18-15 REPORTER: JD

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INTERNATIONAL HOTEL

LAS VEGAS

Associate Disciplinary Record (page two)

Associate Name: Martha Guzman **Department:** Housekeeping

Date: 04-06-2015

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
[redacted]	[redacted]	[redacted]

Associate Comments

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

Rhonda Hooven 4-7-15
Manager's Signature/Date

Martha Guzman
Associate's Signature/Date

4/10/15
Human Resources/Date

Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	GUZMAN, MARTHA	ASSOCIATE ID #	2678
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, June 08, 2010	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February					C									T										C							
March											C	C																			
April	T																														
May																															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	¼
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 12 TOTAL = 8 POINTS	2
12-Jan	REMOVE 1 POINT TOTAL=7	-1
5-Feb	CALLED OUT FEB 5 @4:59AM FOR HER SHIFT ON FEB 5 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=11 SPI	4
6-Feb	SPOKE TO ALEJANDRA WILL REMOVE THE POINTS TOTAL=7	-4
14-Feb	TARDY (PEAK PERIOD) TOTAL=8	1
24-Feb	CALLED OUT FEB 24 @6:36AM FOR HER SHIFT ON FEB 24 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=12	4
	WILL SPEAK TO ALEJANDRA ABOUT THIS ISSUE.	
11-Mar	CALLED OUT SICK AT 3:30 AM MARCH 11, 2015 FOR HER SHIFT SCHEDULED MARCH 11, 2015 AT 8:30 AM (PEAK PERIOD) TOTAL = 14	2
19-Mar	BROUGHT IN A DOCTORS NOTICE WILL REMOVE POINTS PER ALEJANDRA TOTAL=7	-7
1-Apr	TARDY (PEAK PERIOD) TOTAL=8	1

TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

Associate Disciplinary Record

Associate Name: Martha Guzman Department: Housekeeping

Associate #: 2678 Date/Time of incident: 05-14-2014- at Today's Date: 05-18-2014

Describe the action that made it necessary to prepare this report.

The associate has 8 POINTS in the attendance calendar

CHECK ATTACHED CALENDAR*

Describe the counseling received by the Associate.

Type of Discipline:

☐ Verbal Coaching ☐ 1st Written Warning ☐ 2nd Written/Final Warning ☐ Other _____ ☒ Suspension: 5/23/14 – 5/23/14

Your Manager has given you a suspension without pay, effective __ through __. A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

Check if applicable

☐ **Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. ____** *(Associate Initials)*

☐ **Suspension Pending Investigation**

Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. **You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on ___ at _a.m. ___ ___** *(Associate Initials)*

5-20-14

Manager's Signature/Date

Associate's Signature/Date

5/28/14

Human Resources/Date

Witness' Signature/Date

ENTERED 6/16/14

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

Respondent's Exhibit

3

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28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 6 DATE 11-18-15 REPORTER: JD

TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

Associate Disciplinary Record (page two)

Associate Name: Martha Guzman **Department:** Housekeeping

Date: 05-18-2014

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
[redacted]		
[redacted]		

Associate Comments

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

I never Recive a Second writting.

5-20-14.
Manager's Signature/Date

Martha Guzman
Associate's Signature/Date

5/28/14
Human Resources/Date

Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	GUZMAN, MARTHA	**ASSOCIATE ID #**	2678
PHONE NUMBER		**DEPARTMENT**	HOUSEKEEPING
HIRE DATE	Tuesday, June 08, 2010	**POSITION**	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																			C												
February															C								C								
March										T																	NS				
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May		T												T																	
June																															
July																															
August																															
September																															
October																															
November																															
December																															

	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
[illegible]	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
[illegible]	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	DEC 25 TOTAL = 2 POINTS	2
19-Jan	CALLED OUTS JAN 18 8:35PM FOR FOR HER 8;30AM SHIFT TOTAL= 3	1
15-Feb	CALLED OUT SICK FEB 15 @ 3:14AM FOR HER 8:30 AM SHIFT (PEAK PERIOD) TOTAL = 5	2
23-Feb	REMOVE 1 POINT = TOTAL 4	-1
23-Feb	CALLED OUT SICK FEB 23, @ 7:03AM FOR HER SHIFT 8:30 AM FEB 23 (CALLED LESS THAN 4 HOURS) TOTAL =6	2
10-Mar	CALLED AT 7:46 AM TO SAY SHE WILL BE LATE FOR HER 8:30 AM SHIFT TOTAL =6.5	0.5
27-Mar	MISSED PUNCH FORGOT TO CLOCK INTO WORK. TOTAL =7	0.5
3-Apr	CALLED OUT @7:40AM APR 3 FOR HER 8:30AM SHIFT (LESS THAN 4 HOURS & PEAK PERIOD) TOTAL=11	-4
	SPOKE TO ALEJANDRA AND SHE BROUGHT IN A HOSPITAL NOTICE SO DROPPED THE POINTS TOTAL=7	
2-May	TARDY TOTAL=7.5	0.5

14-May	TARDY TOTAL=8	0.5

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Associate Disciplinary Record

Associate Name: Martha Guzman **Department:** Housekeeping

Associate #: 2678 **Date/Time of incident:** 2/23/2014 at 12:20pm **Today's Date:** 2/24/2014

Describe the action that made it necessary to prepare this report.

The associate has **6 POINTS** in the attendance calendar

*****CHECK ATTACHED CALENDAR******

Describe the counseling received by the Associate.

Type of Discipline:
☐ **Verbal Coaching** ☐ **1st Written Warning** ☒ **2nd Written/Final Warning** ☐ **Other** _____ ☐ **Suspension:**

Your Manager has given you a suspension without pay, effective __ through __ A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

Check if applicable
☐ **Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. ____** ***(Associate Initials)***

☐ **Suspension Pending Investigation**
Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. **You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on ___ at _a.m. _____** ***(Associate Initials)***

2-24-14
Manager's Signature/Date

Martha Guzman 2/24/14
Associate's Signature/Date

Human Resources/Date

ENTERED 3/6/14
Witness' Signature/Date

*****Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.*****

Respondent's Exhibit
4

R4 RECEIVED ✓ REJECTED

28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 5 DATE: 11-18-15 REPORTER: JD

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INTERNATIONAL HOTEL
LAS VEGAS

Associate Disciplinary Record (page two)

Associate Name: Martha Guzman **Department:** Housekeeping

Date: 2/24/2014

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
[redacted]		
[redacted]		

Associate Comments
Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

02.24.14
Manager's Signature/Date

Martha Guzman 2/24/14
Associate's Signature/Date

Human Resources/Date

Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2014

ASSOCIATE NAME	GUZMAN, MARTHA			ASSOCIATE ID #	2678
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Tuesday, June 08, 2010		POSITION	GRA	

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

January																	C												
February																				C									
March																													
April																													
May																													
June																													
July																													
August																													
September																													
October																													
November																													
December																													

	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL I	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½
	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
POINTS	
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½
POINTS	
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

1 Points	Documented Verbal Coaching
3 Points	First Written Correction
5 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2013	DEC 25 TOTAL = 2 POINTS	
19-Jan	CALLED OUTS JAN 18 8:35PM FOR FOR HER 8:30AM SHIFT TOTAL= 3	1
15-Feb	CALLED OUT SICK FEB 15 @ 3:14AM FOR HER 8:30 AM SHIFT (PEAK PERIOD) TOTAL = 5	2
23-Feb	REMOVE 1 POINT = TOTAL 4	-1
23-Feb	CALLED OUT SICK FEB 23, @ 7:03AM FOR HER SHIFT 8:30 AM FEB 23 [CALLED LESS THAN 4 HOURS) TOTAL =6	2

TRUMP
INTERNATIONAL HOTEL

Respondent's Exhibit
5

Associate Disciplinary Record

Associate: Martha Guzman Department: Housekeeping

Associate # 2678 Date/Time of incident: 05-16-2015 at ___ Today's Date: 05-16-2015

Describe the action that made it necessary to prepare this report.

Level 3 No) 11 Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work are during shift without authorization or taking breaks in unauthorized areas.

On May 16, Martha Guzman called off for her shift resulting in 2 points accumulating to her attendance points. Her total adds up to 9 points.

Describe the counseling received by the Associate.

Failure to demonstrate immediate and sustained improvement may result in further disciplinary action up to and including termination.

Type of Discipline:
☐ **Verbal Coaching** ☐ **1st Written Warning** ☐ **2nd Written/Final Warning** ☐ **Other** _____ ☒ **Suspension:**

Your Manager has given you a suspension without pay, effective 5/20/15 through 5/22/15. A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

Check if applicable
☐ **Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment.** ____ ***(Associate Initials)***

☐ **Suspension Pending Investigation**
Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. **You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on** ___ **at** _**a.m.** _____ ***(Associate Initials)***

5/20/15
Manager's Signature/Date

Martha Guzman
Associate's Signature/Date

5/21/15
Human Resources/Date

Witness' Signature/Date

*****Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.*****

R5

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28-CA-149979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 5 DATE 11-18-15 REPORTER JD

TRUMP

INTERNATIONAL HOTEL

Associate Disciplinary Record (page two)

Associate Name: Martha Guzman **Department:** Housekeeping

Date: 05-15-2015

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
12/19/2014	SUSPENTION	ATTENDANCE POINTS
4/07/2015	SUSPENTION	ATTENDANCE POINTS

Associate Comments

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

Manager's Signature/Date 5/20/15

Human Resources/Date 5/21/15

Associate's Signature/Date

Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	GUZMAN, MARTHA	ASSOCIATE ID #	2678
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, June 08, 2010	POSITION	GRA

T Tardy PTO Paid Time off VEO Voluntary Early Out NEO Non-Voluntary Early Out C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February					C									T										C							
March											C	C																			
April	T																														
May																C															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

POINT DESCRIPTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

	ACTIONS TO BE TAKEN
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments		Points
2014	DEC 12 TOTAL = 8 POINTS		2
12-Jan	REMOVE 1 POINT TOTAL=7		-1
5-Feb	CALLED OUT FEB 5 @4:59AM FOR HER SHIFT ON FEB 5 @6:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=11	SPI	4
6-Feb	SPOKE TO ALEJANDRA WILL REMOVE THE POINTS TOTAL=7		-4
14-Feb	TARDY (PEAK PERIOD) TOTAL=8		1
24-Feb	CALLED OUT FEB 24 @6:36AM FOR HER SHIFT ON FEB 24 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=12		4
	WILL SPEAK TO ALEJANDRA ABOUT THIS ISSUE.		
11-Mar	CALLED OUT SICK AT 9:30 AM MARCH 11, 2015 FOR HER SHIFT SCHEDULED MARCH 11, 2015 AT 8:30 AM (PEAK PERIOD) TOTAL = 14		2
19-Mar	BROUGHT IN A DOCTORS NOTICE WILL REMOVE POINTS PER ALEJANDRA TOTAL=7		-7
1-Apr	TARDY (PEAK PERIOD) TOTAL=8		1
1-May	REMOVE 1 POINT TOTAL=7		-1
16-May	CALLED OUT MAY 16 @3:40AM FOR HER SHIFT ON MAY 16 @9AM (PEAK PERIOD) TOTAL=9	SUSPENTION	2

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Respondent's Exhibit 6

Associate Disciplinary Record

Associate: Martha Guzman Department: Housekeeping

Associate # 2678 Date/Time of incident: 07-07-2015 at ___ Today's Date: 07-13-2015

Describe the action that made it necessary to prepare this report.

Level 3 No) 11 Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work are during shift without authorization or taking breaks in unauthorized areas.

On July 07, Martha Guzman called out for her shift resulting in 2 points accumulating to her attendance points. Her total adds up to 10 points.

Describe the counseling received by the Associate.

Failure to demonstrate immediate and sustained improvement may result in further disciplinary action up to and including termination.

Type of Discipline:
☐ **Verbal Coaching** ☐ **1st Written Warning** ☐ **2nd Written/Final Warning** ☐ **Other** _____ ☐ **Suspension:**

Your Manager has given you a suspension without pay, effective _____ through ___ A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

Check if applicable
☐ **Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment.** ____ ***(Associate Initials)***

☒ **Suspension Pending Investigation**
Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on ___ at _a.m. _____ ***(Associate Initials)***

7/15/15
Manager's Signature/Date

Refused to to sign
Associate's Signature/Date

7/22/15
Human Resources/Date

7/15/15
Witness' Signature/Date

ENTERED
AM

***Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

R6

R6 RECEIVED ✓ REJECTED _____

28-CA-149979 Trump Ruffin
CASE NO. _____ CASE NAME: _____

OF PAGES: 6 DATE: 11-18-15 REPORTER: JD

TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

Associate Disciplinary Record (page two)

Associate Name: Martha Guzman **Department:** Housekeeping

Date: 07-13-2015

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
[illegible]	SUSPENTION	ATTENDANCE POINTS
5/22/2015	SUSPENTION	ATTENDANCE POINTS
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

Associate Comments

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

I ask bany on July before I was sick that you guy's took me to the hospital Homany point - I have she said. 7 poin I dont understand why I have 10-point. If I had 7 July. I whent up to 10-point.

7/15/15

Manager's Signature/Date

7/22/15

Human Resources/Date

Associate's Signature/Date

7/15/15

Witness' Signature/Date

Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.

TRUMP
INTERNATIONAL HOTEL
LAS VEGAS

Attendance Calendar - 2015

ASSOCIATE NAME	GUZMAN, MARTHA	ASSOCIATE ID #	2678
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Tuesday, June 08, 2010	POSITION	GRA

T Tardy | PTO Paid Time off | VEO Voluntary Early Out | NEO Non-Voluntary Early Out | C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February					C									T										C							
March											C	C																			
April	T																														
May																C															
June																															
July							C																								
August																															
September																															
October																															
November																															
December																															

	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	½
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	½
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL RE	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	½

	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	8
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1

	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	½

REDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 12 TOTAL = 8 POINTS	2
12-Jan	REMOVE 1 POINT TOTAL=7	-1
5-Feb	CALLED OUT FEB 5 @4:59AM FOR HER SHIFT ON FEB 5 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=11 SPI	4
6-Feb	SPOKE TO ALEJANDRA WILL REMOVE THE POINTS TOTAL=7	-4
14-Feb	TARDY (PEAK PERIOD) TOTAL=8	1
24-Feb	CALLED OUT FEB 24 @6:36AM FOR HER SHIFT ON FEB 24 @8:30AM (PEAK PERIOD & LESS THAN 4 HOURS) TOTAL=12	4
	WILL SPEAK TO ALEJANDRA ABOUT THIS ISSUE.	
11-Mar	CALLED OUT SICK AT 3:30 AM MARCH 11, 2015 FOR HER SHIFT SCHEDULED MARCH 11, 2015 AT 8:30 AM (PEAK PERIOD) TOTAL = 14	2
19-Mar	BROUGHT IN A DOCTORS NOTICE WILL REMOVE POINTS PER ALEJANDRA TOTAL=7	-7
1-Apr	TARDY (PEAK PERIOD) TOTAL=8	1
1-May	REMOVE 1 POINT TOTAL=7	-1
16-May	CALLED OUT MAY 16 @3:40AM FOR HER SHIFT ON MAY 16 @9AM (PEAK PERIOD) TOTAL=9 SUSPENTION	2
16-Jun	REMOVE 1 POINT TOTAL=8	-1
7-Jul	CALLED OUT JULY 7 @4:15AM FOR HER SHIFT ON JULY 7 @8:30AM (PEAK PERIOD) TOTAL=10	2

* * * Communication Result Report (Jul. 28. 2015 10:34AM) * * *

1) TrumpLV HR
2)

Date/Time: Jul. 28. 2015 9:57AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
2168	Memory TX	917756840338	P. 61	OK	

Reason for error
E. 1) Hang up or line fail
E. 2) Busy
E. 3) No answer
E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size
E. 6) Destination does not support IP-Fax

TRUMP

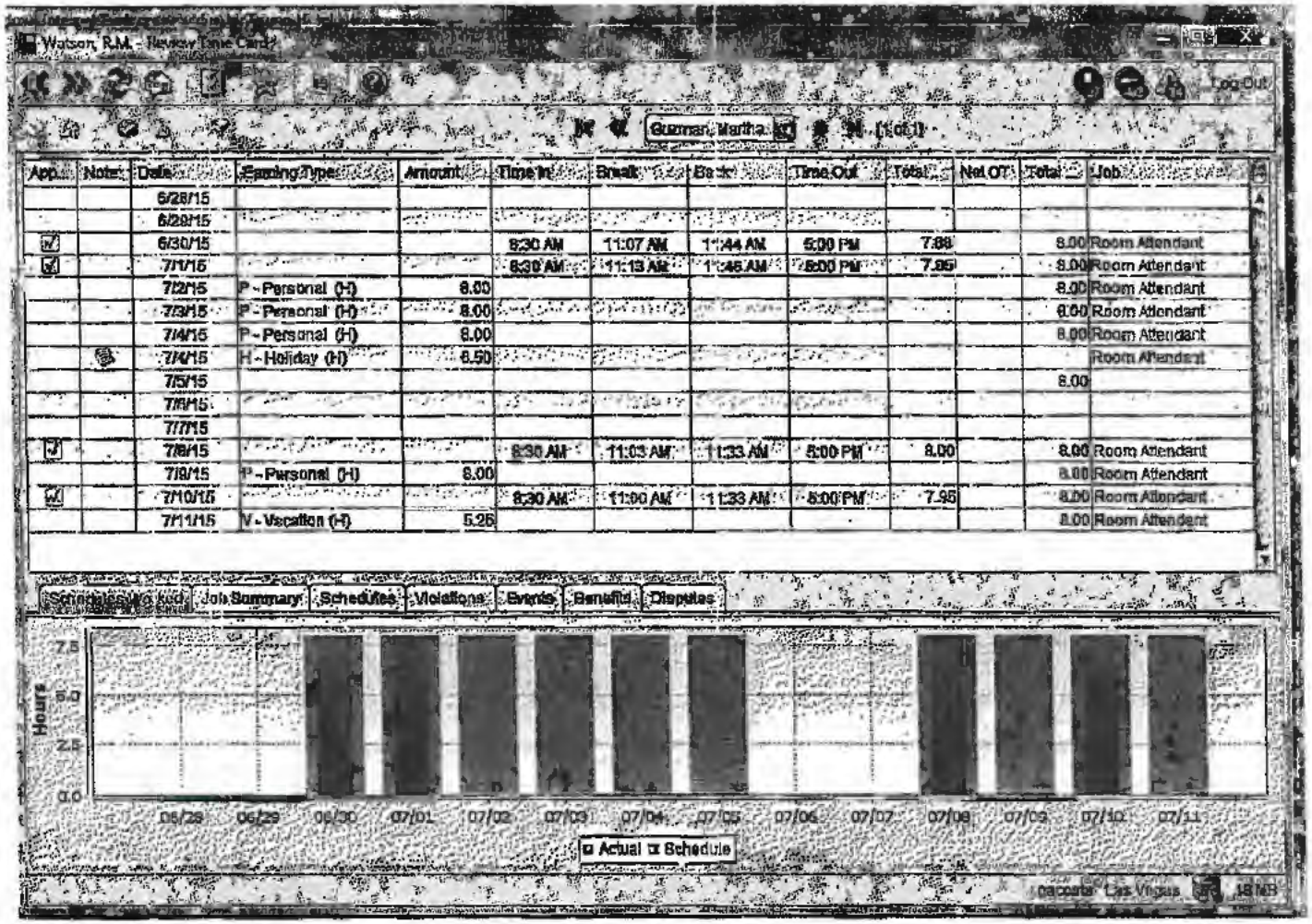
Las Vegas

FACSIMILE TRANSMITTAL SHEET- HUMAN RESOURCES

TO:	FROM:
Employment Security Division	Jenny Mendez
COMPANY:	FAX NUMBER:
DETR	(702) 455-7238
FAX NUMBER:	DATE:
(702) 486-0307 or (775) 684-0368	7/28/15
RE:	TOTAL NO. OF PAGES:
Unemployment Claim: Maurice Gutierrez	62

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

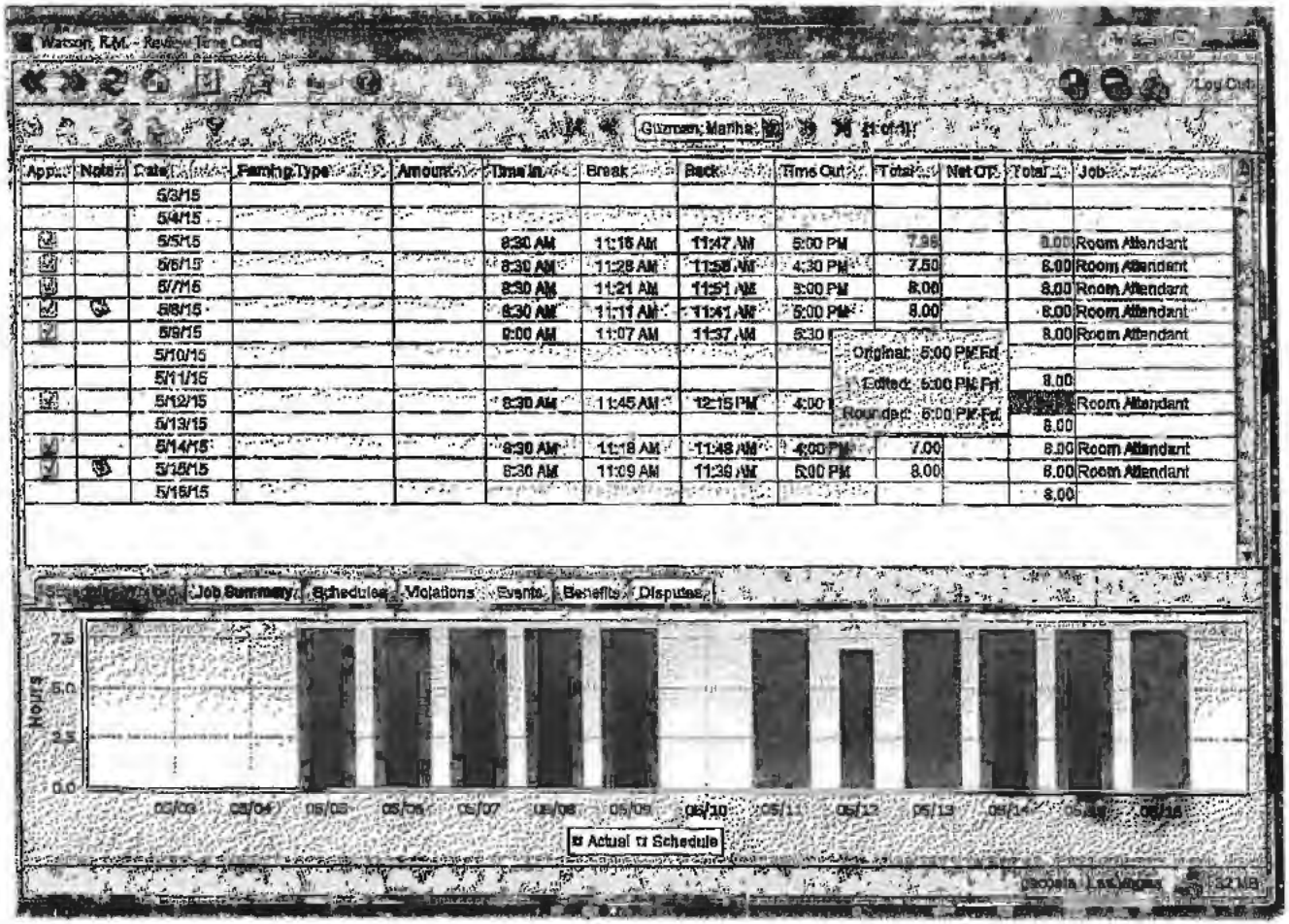

Watson, R.M. - Review Time Card
Log Out
Guzman, Martha
(1 of 1)
App. | Note | Date | Earning Type | Amount | Time In | Break | Back | Time Out | Total | Net OT | Total | Job
6/28/15
6/29/15
6/30/15 | 8:30 AM | 11:07 AM | 11:44 AM | 5:00 PM | 7.88 | 8.00 | Room Attendant
7/1/15 | 8:30 AM | 11:13 AM | 11:46 AM | 5:00 PM | 7.95 | 8.00 | Room Attendant
7/2/15 | P - Personal (H) | 8.00 | 8.00 | Room Attendant
7/3/15 | P - Personal (H) | 8.00 | 8.00 | Room Attendant
7/4/15 | P - Personal (H) | 8.00 | 8.00 | Room Attendant
7/4/15 | H - Holiday (H) | 6.50 | Room Attendant
7/5/15 | 8.00
7/6/15
7/7/15
7/8/15 | 8:30 AM | 11:03 AM | 11:33 AM | 5:00 PM | 8.00 | 8.00 | Room Attendant
7/9/15 | P - Personal (H) | 8.00 | 8.00 | Room Attendant
7/10/15 | 8:30 AM | 11:00 AM | 11:33 AM | 5:00 PM | 7.95 | 8.00 | Room Attendant
7/11/15 | V - Vacation (H) | 5.26 | 8.00 | Room Attendant
Job Summary | Schedules | Violations | Events | Benefits | Disputes
Hours
7.5
5.0
2.5
0.0
06/29 06/29 06/30 07/01 07/02 07/03 07/04 07/05 07/06 07/07 07/08 07/09 07/10 07/11
Actual Schedule
Las Vegas

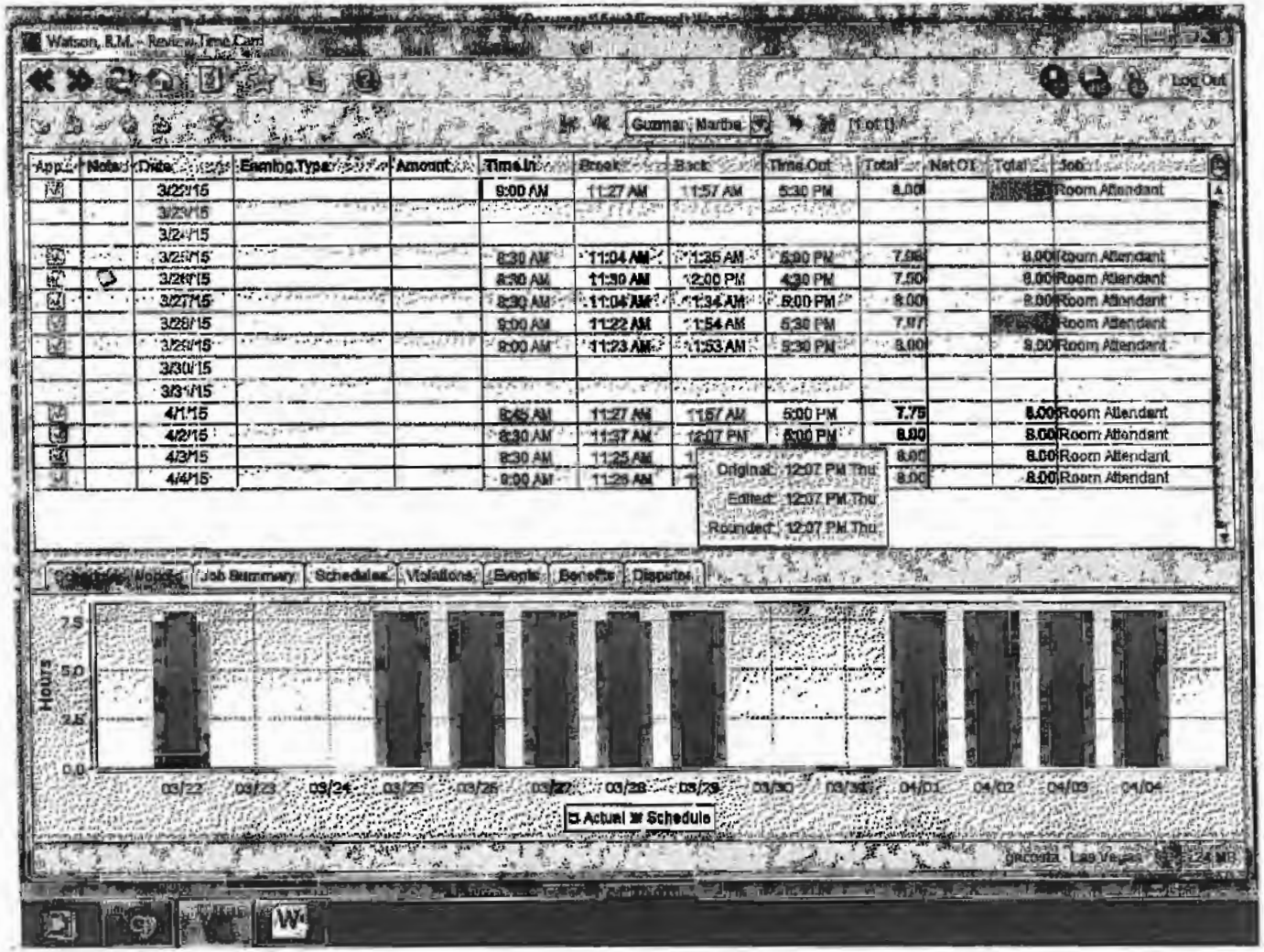
Resp Ex 7

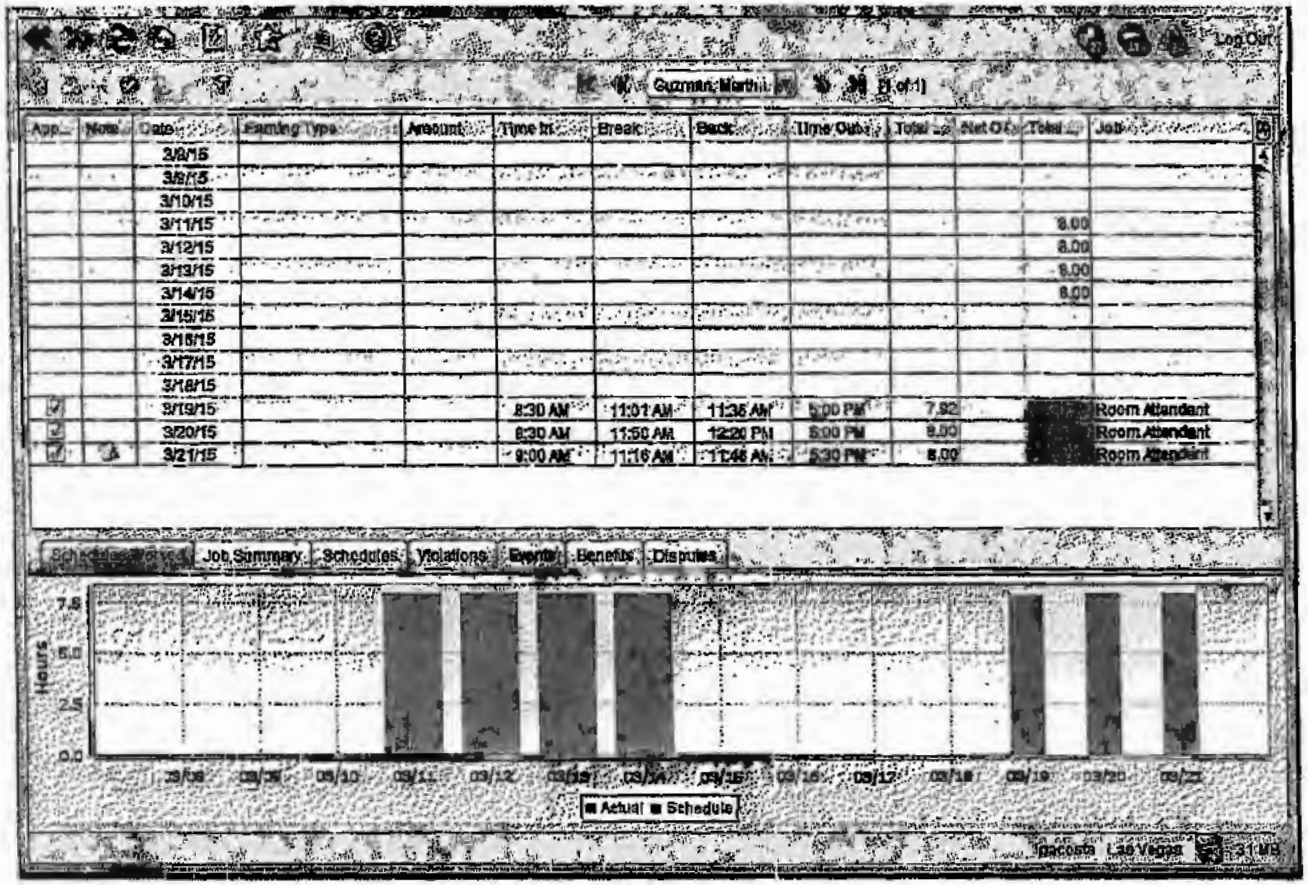
R7 RECEIVED ✓ REJECTED

28-CA-199979
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 5 DATE: 11-18-15 REPORTER: JD


Watson, R.M. - Review Time Card
Log Out
Guzman, Martha
App...
Note...
Date
Earning Type
Amount
Time In
Break
Back
Time Out
Total
Net OT
Total
Job
5/3/15
5/4/15
5/5/15 8:30 AM 11:16 AM 11:47 AM 5:00 PM 7.96 8.00 Room Attendant
5/6/15 8:30 AM 11:28 AM 11:58 AM 4:30 PM 7.50 8.00 Room Attendant
5/7/15 8:30 AM 11:21 AM 11:51 AM 5:00 PM 8.00 8.00 Room Attendant
5/8/15 8:30 AM 11:11 AM 11:41 AM 5:00 PM 8.00 8.00 Room Attendant
5/9/15 8:00 AM 11:07 AM 11:37 AM 8.00 Room Attendant
5/10/15
5/11/15
5/12/15 8:30 AM 11:45 AM 12:15 PM 8.00 Room Attendant
5/13/15
5/14/15 8:30 AM 11:18 AM 11:48 AM 4:00 PM 7.00 8.00 Room Attendant
5/15/15 8:30 AM 11:09 AM 11:39 AM 5:00 PM 8.00 8.00 Room Attendant
5/16/15
Original: 5:00 PM Fri
Edited: 5:00 PM Fri
Rounded: 5:00 PM Fri
Job Summary
Schedules
Violations
Events
Benefits
Disputes
Hours
7.5
5.0
2.5
0.0
05/03
05/04
05/05
05/06
05/07
05/08
05/09
05/10
05/11
05/12
05/13
05/14
05/15
05/16
Actual
Schedule


Watson, R.M. - Review Time Card
Log Out
Guzman, Martha
Appr.
Notes
Date
Exception Type
Amount
Time In
Break
Back
Time Out
Total
Net OT
Total
Job
3/22/15 9:00 AM 11:27 AM 11:57 AM 5:30 PM 8.00 Room Attendant
3/23/15
3/24/15
3/25/15 8:30 AM 11:04 AM 1:35 AM 5:00 PM 7.58 8.00 Room Attendant
3/26/15 8:30 AM 11:30 AM 12:00 PM 4:30 PM 7.50 8.00 Room Attendant
3/27/15 8:30 AM 11:04 AM 1:34 AM 5:00 PM 8.00 8.00 Room Attendant
3/28/15 9:00 AM 11:22 AM 1:54 AM 5:30 PM 7.97 Room Attendant
3/29/15 9:00 AM 11:23 AM 1:53 AM 5:30 PM 8.00 8.00 Room Attendant
3/30/15
3/31/15
4/1/15 8:45 AM 11:27 AM 11:57 AM 5:00 PM 7.75 8.00 Room Attendant
4/2/15 8:30 AM 11:37 AM 12:07 PM 5:00 PM 8.00 8.00 Room Attendant
4/3/15 8:30 AM 11:25 AM 8.00 8.00 Room Attendant
4/4/15 9:00 AM 11:26 AM 8.00 8.00 Room Attendant
Original: 12:07 PM Thu
Edited: 12:07 PM Thu
Rounded: 12:07 PM Thu
Job Summary
Schedules
Violations
Events
Benefits
Disputes
Hours
7.5
5.0
2.5
0.0
03/22
03/23
03/24
03/25
03/26
03/27
03/28
03/29
03/30
03/31
04/01
04/02
04/03
04/04
Actual
Schedule


Log Out
Guzman, Martha
1 of 1
App... Note Date Earning Type Amount Time In Break Back Time Out Total ... Net O... Total ... Job
3/8/15
3/9/15
3/10/15
3/11/15 8.00
3/12/15 8.00
3/13/15 8.00
3/14/15 8.00
3/15/15
3/16/15
3/17/15
3/18/15
3/19/15 8:30 AM 11:01 AM 11:36 AM 5:00 PM 7.92 Room Attendant
3/20/15 8:30 AM 11:50 AM 12:20 PM 5:00 PM 8.00 Room Attendant
3/21/15 9:00 AM 11:16 AM 11:46 AM 5:30 PM 8.00 Room Attendant
Job Summary
Schedules
Violations
Events
Benefits
Disputes
Hours
7.5
5.0
2.5
0.0
Actual
Schedule
Lacosta Las Vegas
31 MB