

Your Place in the Capitol Region

Congratulations and welcome to the Capitol Region's "Best Places to Work." That's according to our own Team Members. What makes Rivers the best?

Some people think it's our 50-plus table games. Some say up to 1,200 slot machines and distinct restaurants and bars make us great. Certainly, our riverfront setting and spectacular views. Rivers is a pretty special place.

But the answer is simple. You do.

Whether you're Capitol Region born and raised, new in town or back in town, as a Rivers Casino & Resort Team Member ... you are a New Yorker. And New Yorkers are famously smart, friendly and hard-working.

So you'll find yourself right at home here among nearly 1,200 other New Yorkers who comprise the Rivers Casino & Resort team. Together we host over a million guests annually, making each feel like part of the family.

And when our guests think of Rivers Casino & Resort as *their* place in the Capitol Region, then we've accomplished our mission.

Along the way, remember that fun, integrity, service and respect are the four fundamentals of our workplace culture. Visit our Team Member website at 1RushStreet.com for more information. At Rivers Casino & Resort and all Rush Street Gaming properties, opportunities are everywhere.

Thanks for making this one yours.



Greg Carlin
CEO, Rivers Casino and Resort

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RECIPT OF TEAM MEMBER HANDBOOK

INTRODUCTION

Section 1.1 About this Team Member Handbook

This handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. **All employment at Rivers Casino & Resort is at-will, which means that both the Team Member and Rivers Casino & Resort can choose to end the employment relationship at any time, with or without advance notice, for any or no reason.** Only the General Manager of Rivers Casino & Resort is authorized to modify Rivers Casino & Resort's at-will employment policy or enter into any agreement contrary to this policy. Any such modification must be in writing and signed by the General Manager of Rivers Casino & Resort.

In order to retain necessary flexibility in the administration of policies and procedures, Rivers Casino & Resort reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook without prior notice unless otherwise required by law. The only recognized deviations from the stated policies are those authorized and signed by the General Manager of Rivers Casino & Resort.

Policies are subject to change and the most current version will be located on the Rivers Casino & Resort Intranet. It is the responsibility of each Team Member to utilize the Intranet to obtain the current version of this handbook. The most current handbook supersedes all previous versions.

Section 1.2 Team Member Relations Philosophy

Rivers Casino & Resort appreciates its Team Members and all they do to enhance the guest experience, directly or indirectly, for all of our guests. As a "thank you" for your talent and commitment every day, we, in turn, want to treat our Team Members with the dignity and respect they deserve. In that regard, Rivers Casino & Resort has a Team Member relations philosophy that our Team Members deserve competitive wages and benefits and a clean, pleasant and safe work environment. It is also our intention to provide you a well-trained management team who engages in best management practices.

To satisfy the needs of each of our guests, we must function as a solid, effective team with one goal – to continuously exceed the expectations of all of our guests and provide the very best service we can to each and every guest. Therefore, we believe to achieve the excellence we seek in guest relations, we need to have a policy of open communications at all times between and among Team Members and between and among Team Members and their supervisors and/or department heads. As a result, whether you have questions, suggestions, or concerns related to your employment, or about guests, you are encouraged to voice your concerns, questions, and suggestions openly and directly to your supervisors, and/or department heads and/or Human Resources at all times. Rivers Casino & Resort supports this type of open and direct communication and strongly believes that prompt communication leads to the quickest resolution of problems and concerns. Team Members should inform Human Resources or the General Manager if a prompt response is not received or you have suggestions to create a more open environment.

EMPLOYMENT RELATED INFORMATION

Section 2.1 Rivers Casino & Resort Philosophy & Team Member Responsibility

Maintaining a guest-centered focus is critical to the success of Rivers Casino & Resort. Every Team Member represents Rivers Casino & Resort to our guests and the public. Guests have a lot of options for their entertainment dollars in the Capitol Region area and how they are treated by each Team Member is an essential part of the guest experience. Therefore, one of our highest business priorities is to provide excellent service to any guest or potential guest.

Rivers Casino & Resort establishes service standards for guests, and provides guest service training to Team Members with extensive guest contact. Accordingly, Team Members are expected to follow those standards while performing their jobs.

Team Members who have difficulty exhibiting positive guest service behaviors consistent with service standards may be required to attend remedial guest service training and/or be subject to actions outlined in the Performance Improvement Policy, which may include termination of employment.

Rivers Casino & Resort is committed to maintaining a culture dedicated to high standards and an excellent guest experience. Please review the expectations outlined below and become familiar with them.

Fun:

- A sense of happiness that creates an environment of good times and laughter.
- Appropriate humor that creates an environment full of excitement and good times.
- Energy and enthusiasm which creates a friendly and enjoyable atmosphere.
- Appropriately celebrating successes with Team Members and guests.

Service:

- Welcomes guests, thanks them for their patronage, seeks ways to make them comfortable and expresses your desire to have them return.
- Strives to deliver memorable guest experiences every minute of every day.
- Treats guests and Team Members like royalty to create loyalty.
- Demonstrates a smile that creates a positive, warm, friendly image and attitude
- Presents a neat, clean, well-groomed appearance at all times.
- Provides proactive service by anticipating guest needs.
- Displays kindness and professionalism when engaging with guests.

Integrity

- Knows, understands and complies with established Company, department and position specific policies and procedures.
- Ensures work place is hazard-free and reports safety concerns.
- Informs supervisor of all pertinent information and reports any irregularities to the Company.
- Behaves in an honest and ethical manner, identifying right from wrong at all times.
- Seeks answers when unclear.
- Takes ownership if mistakes are made.
- Trustworthy, credible and follows through on when assigned tasks.

Respect:

- Supports Team Members, guests and the business by adhering to the established work schedule.
- Values diversity, inclusion and contributions from all in the workplace.
- Provides and accepts feedback.
- Treats each Team Member with dignity, cheers them when they succeed and supports them if they stumble.
- Shows flexibility to work overtime, and/or changing hours or days off.

Section 2.2 Business Ethics and Conduct

The successful business operation and reputation of Rivers Casino & Resort, particularly as it relates to being in the heavily-regulated gaming industry, is built upon the principles of fair dealing and ethical conduct of our Team Members. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws, rules, regulations and policies, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Rivers Casino & Resort will comply with all applicable laws, rules, regulations and policies, and expects its directors, officers, and Team Members to conduct business in accordance with the letter, spirit, and intent of all relevant laws and regulations and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on the highest ethical principles, will guide Team Members with respect to what constitutes acceptable conduct. If a situation arises where it is difficult to determine whether a course of action is ethical, Team Members are encouraged to discuss the matter openly with their immediate supervisor and, if necessary, with the Human Resources Department and/or the General Manager.

Compliance with this policy of business ethics and conduct is the responsibility of every Rivers Casino & Resort Team Member.

Team Members who wish to report unethical behavior are encouraged to call (877) 566-8455.

Section 2.3 Equal Employment Opportunity

Rivers Casino & Resort is committed to building and nurturing a diverse work environment, and is committed to equal employment opportunity and participation by a diverse group of Team Members in all employment classifications throughout the organization. As part of the Rivers Casino's commitment to equal opportunity employment, a Diversity Plan has been established, and the Mission Statement is posted in the workplace for all Team Members to read.

It is the policy of Rivers Casino & Resort to employ qualified people without regard to race, color, gender, national origin, ancestry, age, citizenship status, disability, military or veteran status, marital status, religion, creed, sexual orientation, place of birth, gender identity or expression, familial status, use of a guide or support animal because of blindness, deafness or physical disability, genetic information, pregnancy (including childbirth and related conditions), lactation/breastfeeding status, whether an individual has a GED, and any other category protected under federal, state, or local law. This basic policy of non-discrimination applies to all aspects of employment, including but not limited to recruitment, hiring, transfer, promotion, corrective action, compensation and discharge. In addition, Rivers Casino & Resort prohibits any type of retaliation.

Rivers Casino & Resort will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including

selection, job assignment, promotion, compensation, discipline, termination, and access to benefits and training. Team Members may make such requests through Human Resources.

Rivers Casino & Resort will attempt to make reasonable accommodations for Team Member religious beliefs in accordance with applicable law. Team Members may make such requests through Human Resources.

Any Team Members with questions or concerns about any type of perceived discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor or the Human Resources Department. Team Members can raise concerns and make reports without fear of reprisal.

Section 2.4 Accommodation of Individuals with Disabilities

Rivers Casino & Resort's policy is to fully comply with the job modification/reasonable accommodation requirements of the Americans with Disabilities Act and other applicable federal, state or local law. Under the ADA, Rivers Casino must provide job modification/reasonable accommodation to otherwise qualified applicants or Team Members with disabilities, unless to do so would cause undue hardship. Rivers Casino & Resort is committed to providing job modifications/reasonable accommodations so that qualified individuals with disabilities enjoy equal employment opportunities. Rivers Casino & Resort provides job modifications/reasonable accommodations in the following circumstances:

- when applicants with disabilities need modifications/accommodations to be considered for jobs;
- when Team Members with disabilities need modifications/accommodations to enable them to perform the essential functions of jobs or to gain access to the workplace; and
- when Team Members with disabilities need modifications/accommodations to enjoy equal benefits and privileges of employment.

Rivers Casino & Resort will process requests for job modification/reasonable accommodation and, where appropriate, provide job modifications/reasonable accommodations in a prompt, fair and efficient manner. Rivers Casino & Resort explains below the process Team Members or managers should follow to initiate job modifications/reasonable accommodations. This policy is interpreted broadly, and depending upon the circumstances, may include requests for modification/accommodation from Team Members whose pregnancy, childbirth, or related medical considerations or impairments may be disabilities under applicable law. Team Members may be asked to provide medical documentation, in accordance with applicable law, to support requests for job modification/reasonable accommodation.

- Team Members may request job modification/reasonable accommodations either orally or in writing. Team Members seeking reasonable modifications/accommodations should contact the Human Resource Department. Human Resources will process most requests.
- The Company also may initiate the job modification/reasonable accommodation process whenever it reasonably believes that a physical or mental impairment may be limiting a Team Member's ability to perform essential job functions safely or successfully.

If you have additional questions regarding Rivers Casino & Resort's ADA/Reasonable Accommodation policy, contact Human Resources.

A Note on Genetic Information

Federal law prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by the law(s). We respect your medical privacy and take our responsibility to comply with these laws seriously. Rivers Casino & Resort will not request or require you to provide genetic information except in those limited circumstances allowed by law. If you have any questions about this policy, please speak to the Human Resources Department. If you believe there has been a violation of this policy, you are encouraged to follow the procedure set forth in the Company's EEO or Anti-Harassment policies.

Section 2.5 Anti-Harassment and Anti-Discrimination

Rivers Casino & Resort will not tolerate harassment or discrimination and is committed to a workplace free of any harassment or discrimination. Harassment of or discrimination against any Team Member, or conduct in violation of this policy, by another Team Member, supervisor/manager or third party for any reason, including but not limited to race, color, gender, national origin, ancestry, age, citizenship status, disability, military or veteran status, marital status, religion, creed, sexual orientation, gender identity or expression, place of birth, familial status, use of a guide or support animal because of blindness, deafness or physical disability, genetic information, pregnancy (including childbirth and related conditions), lactation/breastfeeding status, whether an individual has a GED, and any other category protected under federal, state, or local law is strictly prohibited. Harassment of or discrimination against third parties by our Team Members is also prohibited.

Harassment. Examples of harassment include verbal (including improper joking or teasing) or physical conduct that denigrates or shows hostility or aversion towards an individual because of any legally protected characteristic, and that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment as defined by law; or (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.

Sexual Harassment. Examples of sexual harassment include unwelcome or unsolicited sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive environment.

Other examples of sexual harassment include, but are not limited to: unwelcome sexual advances, requests for sexual favors, obscene gestures, visual harassment such as derogatory cartoons, posters and drawings, sexually explicit e-mail, texts, or voice mail and other verbal or physical conduct of a sexual nature such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, prohibited conduct can also include sexual joking, vulgar or offensive conversation or jokes, commenting about an individual's physical appearance, conversation about an individual's own or someone else's sex life, teasing or other conduct directed toward a person because of his/her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment. It may range from inappropriate sexual suggestions to coerced sexual relations. The harasser may be the individual's employer, supervisor, co-worker, or other third party.

Section 2.6 Reporting Perceived Harassment or Discrimination

In the event that any conduct perceived to be in violation of the Anti-Harassment and Anti-Discrimination policy occurs, or other conduct interferes with any Team Member's work performance, Team Members are encouraged to immediately report the matter to their department supervisor/manager or any other supervisor/manager with whom the Team Member feels comfortable. If a Team Member is unsure of with whom to raise a concern, or if a Team Member has not received a satisfactory response within five (5) business days after reporting any incident of what the Team Member perceives to be a violation of the Anti-Harassment and Anti-Discrimination policy, you are encouraged to immediately contact the Vice President of Human Resources or a management level HR Team Member. Human Resources will see that an investigation is immediately conducted. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Rivers Casino will protect the confidentiality of harassment complaints to the extent possible, within the constraints of applicable law and the need to conduct a thorough investigation.

Violation of this policy will result in disciplinary action, up to and including discharge for any Team Member who violates this policy. In addition, Rivers Casino prohibits any form of retaliation by any individual against individuals who report a perceived violation of this policy or who cooperate in the investigation of such reports in accordance with this policy and Rivers Casino will take appropriate disciplinary action for any such retaliation.

Any supervisor or manager who becomes aware of conduct in violation of the Anti-Harassment and Anti-Discrimination policy must immediately advise the Human Resources Department or any member of management so it can be investigated in a timely manner. If requested, all Team Members are required to provide assistance in any investigation. Failure to participate may be grounds for disciplinary action, up to and including termination, unless the refusal to participate is legally protected.

Rivers Casino & Resort is committed to maintaining a productive work environment, free of any conduct in violation of the Anti-Harassment and Anti-Discrimination policy. Team Members with questions or concerns will be provided with appropriate timely responses. A Team Member with questions about this policy is encouraged to contact a management level HR Team Member or any other supervisor/manager with whom the Team Member feels comfortable.

Section 2.7 Employment Categories

Each Team Member of Rivers Casino & Resort will be placed into one of the following employment categories:

- **Regular Full Time:** Team Members who are regularly scheduled and work 30 hours or more per work week and are willing and able to work 40 hours inclusive of nights, weekends and holidays.
- **Regular Part Time:** Team Members who are regularly scheduled and work less than 29 hours per work week and are willing and able to work shifts inclusive of nights, weekends and holidays.
- **Temporary:** Team Members hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary Team Members retain that status unless and until notified of a change.
- **Intern:** Team Members hired as interns, to work temporarily in conjunction with a higher education program. Employment assignments in this category are of a limited duration.

Additionally, for payroll purposes, each job position is designated as either exempt or non-exempt.

- **Non-Exempt** – Those Team Members who are paid on an hourly basis, and who are required to be paid overtime in accordance with applicable federal and state wage and hour laws.
- **Exempt** – Those Team Members in job positions that are deemed exempt from overtime payment eligibility in accordance with applicable federal and state wage and hour laws. Team Members who are in positions classified as exempt are not eligible for overtime pay and receive a weekly salary intended to cover all hours worked. Executives, professionals and certain levels in administrative positions are typically exempt.

During your employment at Rivers Casino & Resort, you may be subject to changes to your employment status and/or benefits eligibility due to changes in your scheduled and/or average hours worked. These changes may occur due to business and operational needs, customer volumes, severe weather events, changes in law or regulation, etc. at Rivers Casino & Resort’s discretion. If you have any questions about your Team Member status, Team Member classification, or your eligibility for any particular benefits, please contact the Human Resources Department.

Section 2.8 Introductory Period

All non-exempt Team Members are subject to an introductory period of 180 calendar days upon initial employment, transfer or promotion into a new position. Exempt Team Members are subject to an introductory period of 180 calendar days upon initial employment, transfer or promotion into a new position.

Please consider your initial introductory period as a good opportunity for you to find out if you really want to be a part of our Casino and our gaming property and/or if you feel that you are a good fit for your particular position. Team Members should also recognize that this introductory period gives us a chance to find out about your work performance, your team approach and allows us to ascertain if you can meet our standards to be a successful Team Member, or to succeed in a particular position. Extensions of the introductory period must be approved by Human Resources. Successful completion of the Introductory Period for any Team Member does not alter the at-will employment relationship. This relationship can only be altered by the CEO, COO or General Manager of Rivers Casino & Resort and then only in writing.

Section 2.9 Personal Relationships in the Workplace

Rivers Casino & Resort has established the following guidelines in regards to relative and personal relationships in the workplace.

A relative is defined as any person who is related by blood or marriage, or whose relationship with the Team Member is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual “romantic” or sexual relationship regardless of gender or sexual orientation.

Current Team Members may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship with a current Team Member may not occupy a position that will be working directly for or supervising the Team Member with whom they are involved in a dating relationship. Further, there may not be any relative or dating relationship, as defined by this policy, between or among Team Members working in the Internal Audit and/or Surveillance Departments or between persons whose job functions

and responsibilities are subject to natural controls that would be violated by the relationship. These parameters are put in place to avoid conflicts of interest and to avoid any perception of impropriety in business decisions.

Rivers Casino & Resort reserves the right to take action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may have any effect on employment decisions. In addition, it shall automatically be deemed a conflict of interest under this Section unless there is a complete segregation of duties, regardless of reporting structure.

If a relative relationship or dating relationship is established after employment between Team Members who are in a reporting situation described above, it is the responsibility and obligation of the higher level Team Member to disclose the existence of the relationship to a management level Human Resources Team Member.

At the sole discretion of the General Manager, where a conflict or the potential for conflict arises because of the relationship between Team Members, even if there is no line of authority or reporting involved, one or both Team Members may be separated by reassignment or if necessary by termination of employment.

Management level Team Members will be held to the highest professional standard in making decisions relating to relative relationships and dating relationships.

Section 2.10 Conflicts of Interest/Gift Policy

Transactions with outside organizations must be conducted within a framework established and controlled by the executive level of Rivers Casino & Resort. It is against the policy of Rivers Casino & Resort for business dealings to result in giving unusual gains for parties engaged in a business transaction. Unusual gain refers to bribes, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit the employer, the Team Member, or a relative of a Team Member.

An actual or potential conflict of interest occurs when a Team Member is in a position to influence a decision, as a result of Rivers Casino & Resort's business dealings, that may result in a personal gain for that Team Member or for a relative or individual with whom the Team Member has a relationship. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Team Member is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship regardless of gender or sexual orientation.

If Team Members have any influence on transactions involving or stand to personally benefit from purchases, contracts, or leases with Rivers Casino & Resort, it is imperative that they disclose to an officer of Rivers Casino & Resort as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where a Team Member or relative has a significant ownership in an outside business enterprise or firm with which Rivers Casino & Resort does business, but also when a Team Member or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Rivers Casino.

No person shall accept gifts, entertainment, tickets, meals, material gifts or other items or services from an organization that is or may reasonably be expected to do business with Rivers Casino & Resort unless such gift

is of nominal value less than \$200.00 or if the gift is in keeping with good business ethics or refusing such gift would be contrary to the accepted norms under the circumstances.

If any Team Member receives a gift from a vendor valued at over \$200.00, within 10 days they must give the gift to Compliance for donation to a charity or for other use as approved by senior management or return the gift to the gift giver.

Team Members holding a Level 2 license or higher may not accept any gift from a guest, regardless of value and within 10 days of receipt, must give the gift to Compliance for appropriate handling or return the gift to the guest if possible.

Section 2.11 Outside Employment

Team Members may hold outside jobs, with the exception of jobs at another casino, gaming-related business, or race track, as long as they meet the performance standards and scheduling demands of Rivers Casino & Resort, and adhere to the Conflicts of Interest policy.

If a Team Member is currently employed in an outside job and wishes to continue outside employment or if a second job outside Rivers Casino & Resort is in consideration, Human Resources must be notified in writing immediately to ensure that there is no conflict of interest. Examples of conflicts of interest are listed below, but are not limited to:

- Working for a competitor.
- Working for a current or potential vendor.
- Working in a position that causes or may cause a conflict for regulators.
- Campaigning for or holding a city, county, state or federal political office.

If Human Resources, in conjunction with management, determines that a Team Member's outside work interferes with the Team Member's performance or the ability to meet the requirements of Rivers Casino & Resort, as they are modified from time to time, the Team Member may be asked to terminate the outside employment if he or she wishes to remain employed with Rivers Casino & Resort.

Outside employment that constitutes a conflict of interest is prohibited. Team Members may not receive any income or material gain from competitors, current or potential vendors or other outside individuals doing and/or seeking to do business with Rivers Casino & Resort for materials produced or services rendered while performing their jobs at Rivers Casino & Resort.

Section 2.12 Job Postings

Job openings will generally be posted internally for at least three days prior to outside advertisement for the benefit of supporting existing Team Members in their career ambitions.

In order to apply for and to be eligible for any transfer or promotion outside of a Team Member's existing department, Team Members must have completed 180 days in their current position, must have no more than 6 attendance points (this includes points used between the time of the transfer request and the effective date of the transfer), and have a record free from final warning within the past 12 months unless approved by the Vice President of Human Resources. The 180 day requirement will not apply to intra-department transfers. Experience, length of service, performance evaluations and attendance records will be factors considered when selecting candidates for transfer or promotion.

Section 2.13 Secondary Jobs at Rivers Casino

Non-Exempt Team Members may be permitted to work a secondary job at Rivers Casino & Resort, to fill in where business may demand. The Team Member's primary job role and schedule must be primary for any Team Member working full-time. Any other role in which that person may choose to engage at Rivers Casino is secondary to their primary job role.

The Team Member shall have approval from their Department Manager, before beginning any secondary employment within Rivers Casino. Approval of secondary employment may be withdrawn at any time if it is determined that secondary employment has an adverse impact on the Team Member's primary job role.

Secondary employment shall not be permitted when it would result in overtime unless approved by the department head.

Section 2.14 Team Member Files

Current Team Members, including those on a leave of absence, and/or a Team Member's designated agent, are permitted to inspect the Team Member's employment file, and take notes during an inspection, but copies of the Team Member's file are not provided or permitted. Team Members and/or a Team Member's designated agent are not permitted to access or review other internal files, including without limitation, investigative files, FMLA files, etc. A designated representative of Rivers Casino & Resort will be present during the inspection. Team Members are to request to review their file in writing to Human Resources. Within two business days of the request, Human Resources will contact the Team Member to schedule an inspection time. Team Member files may not be removed from the place where the inspection takes place. If you believe that there is an error in your Team Member employment file, you may place a written statement in your Team Member employment file explaining why you believe there is an error. Unless there is reasonable cause otherwise, Rivers Casino & Resort limits Team Member employment file inspection to once every calendar year.

Section 2.15 Personnel Data Changes

It is the responsibility of each Team Member to timely update their personal data via the Team Member Self Service System, as well as complete any necessary forms in conjunction with the update. If you need assistance updating any information, please promptly notify the Human Resources Department at the Rivers Casino & Resort. Personal mailing addresses, telephone numbers, email address, life events such as marriage, divorce, births, number and names of dependents covered by group health plans, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Section 2.16 Release of Team Member Information

It is Rivers Casino & Resort's policy to preserve current and former Team Member's right to privacy from the indiscriminate release of employment and personal information by Rivers Casino & Resort. To provide this protection and to ensure Rivers Casino & Resort adheres to federal, state and local laws regarding the release of such information, only designated individuals within the Human Resources, Finance or Legal Departments of Rivers Casino & Resort will be authorized to respond to outside inquiries for employment information. For employment verification purposes, Team Members should direct all inquiries to Rivers Casino & Resort's third party vendor. Please see Human Resources for this information.

Section 2.17 Evaluating Team Member Performance

Supervisors and Team Members are strongly encouraged to discuss job performance on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of a Team Member's Introductory Period in any new position and, thereafter, typically on an annualized basis, on or about January 1.

On or before Team Members complete their introductory period (180 days) in a new position, an Introductory Period Performance Evaluation will typically occur. This evaluation is to review the Team Member's overall performance and attendance during this period and is not intended to result in any type of pay increase.

The Performance Evaluation process allows the Team Member the opportunity to discuss what other facets of his/her job duties should be modified or corrected to produce higher productivity results. The process also allows the manager to recognize and reward how well the Team Member is doing (individually and as a Member of the Team).

The annual Performance Evaluation consists of a written appraisal of the Team Member's job performance and a personal discussion with the Team Member. Information derived from the annual Performance Evaluation will be used to identify the training needs of the Team Member, their eligibility for merit compensation increases, promotion or transfer.

Section 2.18 New York Gaming Control Board Credentials and Renewals

Certain positions at Rivers Casino & Resort require a NYSGC license, permit or registration (all referred to as a "NYSGC license" or a "credential"). Team Members employed in such a position are required to obtain and maintain a current NYSGC credential and are required to display the NYSGC credential on his/her person at all times while engaged in the performance of his/her duties in a gaming or restricted area at Rivers Casino & Resort.

As soon as possible, but no later than 24 hours following the loss or destruction of a Gaming Board credential, emergency credential (issued upon misplacement, stolen, lost or destroyed credentials) or temporary credential, the Team Member shall notify the Security and Human Resources Departments. A Team Member who has lost a NYSGC credential may request a duplicate NYSGC credential by submitting a Request for Duplicate NYSGC Credential form and the required fee. A Team Member whose NYSGC license has been suspended or revoked by the New York Gaming Control Board shall surrender the credentials to NYSGC.

If a Team Member engages in any conduct, behavior, or finds themselves in circumstances which require them to notify the NYSGC concerning any temporary or permanent NYSGC license or credential issues, then the Team Member must simultaneously and immediately notify the NYSGC and update the license application through SlotsLink in the Human Resources Employment Center. Failure to timely notify either the NYSGC or file an update to the license application may be grounds for immediate termination of employment.

Rivers Casino & Resort policy requires that Team Members holding NYSGC credentials submit the required renewal application no later than 75 days prior to the expiration of those credentials. Failure to obtain, within a reasonable time frame, or maintain a current NYSGC credential, failure to timely apply for a required renewal under this policy, and/or failure to be compliant with any NYSGC (or other governmental agency) request regarding licensing, may result in disciplinary action, suspension and/or termination. Rivers Casino & Resort shall be responsible for the cost of the license and any renewal thereof.

TEAM MEMBER BENEFITS AND PROGRAMS

Effective as of February 13, 2017

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This Team Member Handbook contains a very general description of the benefits to which you may be entitled as a Team Member at Rivers Casino & Resort. This general explanation is not intended to, and does not, provide you with all the details of these benefits. This Team Member Handbook does not change or otherwise interpret the terms of official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this Team Member Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases. Nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between Rivers Casino & Resort and its Team Members, retirees, or their dependents, for benefits or for any other purpose.

Section 3.1 Workers' Compensation Insurance

Rivers Casino & Resort provides a comprehensive workers' compensation insurance program at no cost to Team Members. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Team Members who sustain work-related injuries or illnesses must immediately inform their supervisor of the incident no matter how minor the injury or illness may appear.

Supervisors are required to immediately act in accordance with Rivers Casino & Resort's established Workers' Compensation program guidelines related to reporting, investigation and administration of incidents and claims.

Rivers Casino & Resort complies with state requirements. For additional information please contact the Risk Manager.

Section 3.2 Health Insurance

Rivers Casino & Resort's health insurance plan provides eligible Team Members and their eligible dependents access to medical, vision and dental insurance benefits. Regular full-time Team Members who are eligible may participate in the health insurance plan subject to all terms and conditions of the agreement between Rivers Casino & Resort and the insurance carrier.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible Team Members. Rivers Casino & Resort and the benefit plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit or plan. Contact the Human Resources Department for more information about health insurance benefits and eligibility.

Section 3.3 COBRA Benefits

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), you and your eligible dependents may qualify for an extension of coverage if you leave the company or become ineligible for continued participation in the Company health plans. More information on COBRA coverage can be found in the Summary Plan Description (which is available in the Human Resource Department).

If you leave the company or your benefits eligibility status changes due to an employment status change or other event, the Human Resources Department will notify appropriate providers regarding the change in status. COBRA administrators will then send Team Member options for continuing coverage. Generally, eligible Team Members who pay the entire COBRA premium may continue coverage for up to 18 months or longer depending on the

circumstances. Contact Human Resources with any questions regarding continuation of coverage and benefits eligibility.

Section 3.4 Life and AD&D Insurance

Life insurance offers you and your family important financial protection. Rivers Casino & Resort provides a basic life insurance plan for eligible Team Members.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

Regular full-time Team Members are eligible to participate in the life insurance plan subject to all terms and conditions of the agreement between Rivers Casino & Resort and the insurance carrier.

Details of the basic life insurance plan including benefit amounts and who is eligible are described in the Summary Plan Description. Rivers Casino & Resort and the benefit plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit or plan. Contact the Human Resources Department for more information about life insurance benefits and eligibility.

Section 3.5 401k Savings Plan

Rivers Casino offers a 401(k) Retirement Savings Plan to all eligible Team Members to assist them in funding their retirement. Eligible Team Members are eligible to participate in the 401(k) plan subject to all terms and conditions of the Summary Plan Description. Rivers Casino & Resort and the benefit plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit or plan. Contact the Human Resources Department for more information about the 401(k) benefits and eligibility.

Section 3.6 Short Term and Long Term Disability Benefits

Rivers Casino provides Short Term Disability (STD) for eligible Exempt Team Members.

Details of the STD plan including benefit amounts and who is eligible are described in the Summary Plan Description. Rivers Casino & Resort and the benefit plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit or plan. Contact the Human Resources Department for more information about the STD benefits and eligibility.

Rivers Casino & Resort provides Long Term Disability (LTD) for eligible Team Members.

Details of the LTD plan including benefit amounts and who is eligible are described in the Summary Plan Description. Rivers Casino & Resort and the benefit plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit or plan. Contact the Human Resources Department for more information about the LTD benefits and eligibility.

Section 3.7 Voluntary Benefits Program

Rivers Casino & Resort provides resources for eligible Team Members to purchase Voluntary Benefits.

These additional benefits are separate and apart from the Rivers sponsored health and welfare and insurance plans. Contact the Human Resources Department for more information about the voluntary benefits and eligibility.

Section 3.8 Team Member Assistance Program (EAP)

Through the Team Member Assistance Program (EAP), Rivers Casino & Resort provides confidential access to professional counseling services for help in confronting personal problems such as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional issues. The EAP is available to all Team Members and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

Minor concerns can become major problems if you ignore them. No issue is too small or too large for EAP services, and a professional counselor is available to help you when you need it. Consult your benefits booklets or obtain the phone number from Human Resources if you want to contact an EAP counselor.

Section 3.9 Flexible Spending Accounts (FSA)

Rivers Casino & Resort provides a Flexible Spending Account (FSA) program that allows Team Members to contribute a portion of their salaries to pay for eligible out-of-pocket expenses. The pre-tax contributions made to the FSA can be used to pay for non-reimbursed validated health care expenses and validated dependent care expenses during the plan year. Through the FSA program, you may be able to reduce your taxable income without reducing your take home income, so that you can keep more of the money you earn.

Details of the Flexible Spending Account program including annual plan limitations are described in the Summary Plan Description. Contact the Human Resources Department for more information on the Flexible Spending Account program.

Section 3.10 Meal Periods/Team Member Meals

Team Members will generally receive an unpaid meal break, according to department policy, and are offered one discounted meal on the day of a work shift scheduled for six-hours or more, to be taken on the day such shift is worked. Meal breaks must be taken on property, in designated break areas, unless authorization is given to take it elsewhere. To receive the discounted meal benefit, a Team Member must be on a meal break during his/her work shift, and must use his/her identification badge to receive the discount. Any removal of Team Dining Room food from the Team Dining Room and/or Rivers Casino & Resort property is prohibited and may subject the Team Member to disciplinary action, up to and including termination.

Section 3.11 Lactation Breaks

In accordance with applicable law, Rivers Casino & Resort will provide reasonable break time for a Team Member to express breast milk for her nursing child for a period of up to 1 year after the child's birth. The Team Member will be provided a place, other than a bathroom, shielded from view and free from intrusion from coworkers and the public for such purpose.

Section 3.12 Educational Assistance

Rivers Casino & Resort may provide educational assistance to eligible regular full-time Team Members who have completed 12 months of service. The amount of educational assistance, if any, will be established on an annual basis.

Educational assistance will only be available and reimbursed provided there is a completed and approved tuition reimbursement assistance program application. Applications must be approved by the Vice President of Human Resources. For further information, please see Human Resources for the full guidelines and application process.

LEAVES OF ABSENCE

For all leaves of absence, if you feel that you may need to apply for a leave of absence, it is your responsibility to contact Human Resources as soon as you are made aware of the potential need for leave.

Leaves of Absence

Rivers Casino recognizes that Team Members may be in need of time off for various reasons and offers a number of leave opportunities.

When on any approved leave described in this section, Team Members are not permitted to visit the property without authorization from their manager and/or Human Resources. Unless prohibited by law, Team Members must exhaust any earned and accrued PTO time when on a Leave of Absence. Further, leaves will run concurrently with leave taken for Workers' Compensation.

Section 4.1 FMLA Leave

Team Members may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). Please reference Appendix A for the FMLA policy, which provides Team Members with information concerning FMLA entitlements and obligations Team Members may have during such leaves. If Team Members have any questions concerning FMLA leave, they should contact Human Resources.

Section 4.2 Discretionary Emergency Leave (DEL)

Rivers recognizes that there may be extraordinary circumstances when Team Members who are not yet eligible for FMLA leave are faced with medical emergencies. Subject to the terms of this policy, Rivers may consider requests for leave in such circumstances. Because such leave exceeds any that is legally required, whether it is granted is wholly within the discretion of Rivers' management and must be subordinate to the needs of its business.

Based on the following considerations and circumstances, without limitation, Discretionary Emergency Leave of six (6) work weeks or less may be requested by any Team Member who has at least 90 days of continuous employment:

- Circumstances that would not qualify for FMLA leave if a team member were eligible for FMLA do not merit consideration for Discretionary Emergency Leave. As such, Discretionary Emergency Leaves typically are not granted unless the emergency involves a serious health condition of a Team Member.
- Discretionary Emergency Leave is unpaid. However, the Team Member will be required to concurrently use any paid leave (e.g., PTO) or vacation before the Discretionary Emergency Leave will be on an unpaid basis;
- Seniority and any employment benefits, such as PTO, shall not accrue during any period of unpaid Discretionary Emergency Leave;
- Discretionary Emergency Leave is unlikely to be granted for Team Members who have attendance or performance issues, have engaged in misconduct, or otherwise are not in good standing;
- Discretionary Emergency Leave is not available to any Team Member who is or has ever been eligible for FMLA leave;
- Discretionary Emergency Leave must be supported by appropriate, objective evidence to the satisfaction of Rivers' management (e.g., medical certification) and approved by your department manager.

Documentation beyond that required for FMLA or other types of leave may be required, in management's discretion;

- Multiple requests for Discretionary Emergency Leave in any rolling twelve-month period are unlikely to be granted, and in no case can DEL amount to more than six (6) workweeks in total in any rolling twelve-month period;
- Discretionary Emergency Leave is not available to be used on an intermittent or reduced schedule basis;
- Use of Discretionary Emergency Leave is an exceptional circumstance and is therefore discouraged. As such, time off under this policy may be taken into account when evaluating a Team Member's work performance or eligibility for pay increases or bonuses, where applicable;
- Rivers is unable to guarantee job restoration to any Team Member who takes Discretionary Emergency Leave;
- Discretionary Emergency Leave is not available retroactively for past absences, absent exceptional circumstances.

Team members requesting Discretionary Emergency Leave must begin the process by contacting their department and FLMASource. A Team Member who is granted leave under this policy must continue to actively communicate with Human Resources and their department as appropriate, including about any plans to return to work. When the Team Member is ready to return to work, the Team Member must schedule a meeting with Human Resources and bring to the meeting all relevant documentation. If Discretionary Emergency Leave is granted and the Team Member wants to return to work prior to the leave request end date, the Team Member must provide Human Resources with written authorization from the Team Member's healthcare provider releasing the Team Member to return to work with or without restrictions. If additional time is needed past the leave request end date, the Team Member must contact FMLASource and request an extension of the current leave. The extension must be approved by the Team Member's department.

If a Team Member fails to report to work promptly at the expiration of the approved Discretionary Emergency Leave period, absent exceptional circumstances and in accordance with applicable law, the attendance policy will apply and/or Rivers Casino may assume the Team Member has resigned.

Section 4.3 Personal Leave

Rivers Casino may, upon prior approval from a Team Member's Department Leader, provide an unpaid, non-intermittent leave of absence to a Team Member who needs to take time off from work for compelling reasons beyond those allowed by law. Regular full-time Team Members who do not qualify for other types of leave may qualify for up to four (4) work weeks of Personal Leave in any 12-month period under certain conditions and upon written request accompanied by proper documentation. Regular part-time Team Members who do not qualify for other types of leave may qualify for up to two (2) work weeks of Personal Leave in any 12-month period under certain conditions and upon written request accompanied by proper documentation. Personal Leave is not, however, available to any Team Member who has any remaining PTO. Request for Personal Leave must be submitted as soon as the need for leave is known by the Team Member. Personal Leave is not available retroactively for past absences, absent exceptional circumstances.

Personal leaves under this policy are within the sole discretion of Rivers Casino. Typically, requests for such leave may be evaluated based on a number of factors, including without limitation, business needs, anticipated business volume, special projects, and staffing levels during the proposed period of absence. Team Members on a personal leave do not accrue benefits, such as PTO, during the leave. Rivers Casino is unable to guarantee job restoration or reinstatement to Team Members who are ready to return from a personal leave.

A Team Member who is granted leave under this policy must continue to actively communicate with Human Resources and their department as appropriate, including about any plans to return to work. If a Team Member fails to report to work promptly at the expiration of the approved leave period, absent exceptional circumstances and in accordance with applicable law, the attendance policy will apply and/or Rivers Casino may assume the Team Member has resigned.

Section 4.4 Bereavement Leave

If a death occurs in a Regular Full-Time Team Member's immediate family, that Team Members may take up to three consecutive paid days off. One paid day off must be used to attend the funeral or make funeral arrangements.

If a death occurs in a Regular Part-Time Team Member's immediate family, regular part-time Team Members may take up to one paid day off. The one paid day off must be used to attend the funeral or make funeral arrangements.

Immediate family members include a Team Member's spouse/domestic partner, child (step-child), mother, father, grandparent, grandchild, sister (including step-sister or half-sister), brother (including step-brother or half-brother), and the same relationships listed above of the Team Member's spouse/domestic partner.

Upon return to work, Rivers Casino may ask Team Members to submit supporting documentation that identifies the deceased as an immediate family member as described above.

If additional time is needed or if a family member is not covered as described above, PTO or Personal Leave, on a case by case basis, may be approved by the Team Member's department management. Supporting documentation which clearly defines the relationship with the family member will be required upon return to work.

Section 4.5 Jury Duty Leave

You are permitted leave if you are called for jury duty. You are to notify your supervisor as soon as you become aware of the need to appear for jury duty, and in all cases you must provide seven (7) days advance notice of jury duty. Team Members are to provide documentation of their participation in jury duty and, if possible, an estimate of the amount of time they will be absent from work. Once jury duty commences, Team Members are required to provide their supervisor with a daily update that includes an estimate of the expected duration of the Team Member's absence. Team Members will be paid the difference between jury duty pay and their regular wages for up to four weeks in any 12 month period.

Section 4.6 Other Leave

Witness/Crime Victim Leave

You are permitted leave if you are required to attend court because you are a victim of a crime, are a witness to a crime, or if a member of your family is a victim of a crime. You must notify your immediate supervisor as soon as you become aware of your need to appear in court or attend a mandatory investigatory meeting. You are to provide your supervisor with documentation of your court appearance or investigatory meeting and, if possible, an estimate of the amount of time you will be absent from work and provide a daily update. Such leave is unpaid for non-exempt Team Members, in accordance with applicable law.

Emergency Response Leave

If you are a volunteer firefighter, police officer, volunteer police officer, or volunteer member of an ambulance service or rescue squad, and will miss any work because you responded to a call in the line of duty prior to reporting to work, you must notify your supervisor as soon as you are aware that you may be late to work, or unable to report to work. You must provide your supervisor with a statement from the chief executive officer of the volunteer fire company, volunteer police, ambulance service, or rescue squad, documenting the time of the call and your presence at the scene. Such time off will be unpaid, in accordance with applicable law.

Military Leave

Team Members required to serve in any branch of the armed forces of the United States or state military service are given the necessary time off, without pay, and reinstated in accordance with federal and state law.

If you are a member of the U.S. armed services and are called for active military duty, other than for training, Rivers Casino & Resort will continue your health insurance and other benefits in effect at the time of your leave for the first 30 days of your leave, at no additional cost to you. After the first 30 days of military leave, you have the voluntary option of continuing any health insurance and other benefits in effect at your own expense by paying for the insurance or benefits at the same rates paid by Rivers Casino, and the insurance coverage shall continue, except for injuries incurred in the line of military duty.

New Parent Leave

A regular full-time Team Member or regular part-time Team Member (male or female) who is not otherwise currently eligible for FMLA leave may take up to 5 consecutively scheduled shifts off and has the option to use available/accrued PTO to attend the birth or adoption of their child and provide care to the child.

The Team Member must provide Human Resources with supporting documentation from a medical provider or adoption agency/provider.

TIMEKEEPING & PAYROLL

Section 5.1 Pay Days

All Team Members are paid weekly on every Thursday. Pay periods begin on Friday and end on the following Thursday. Each paycheck will include earnings for all work performed through the end of the previous week payroll period. Rivers Casino & Resort does not provide pay advances on unearned wages or benefit time to Team Members.

The following options will be available to Team Members:

Rivers Casino & Resort is pleased to offer its Team Members direct deposit as a method of receiving their paychecks. Direct deposit offers Team Members the convenience of not having to take a paycheck to the bank, and of having their paycheck automatically deposited. For more information, and to sign up for direct deposit, please contact the Payroll Department.

Rivers Casino & Resort can provide a Team Member with a paper payroll check if that is the Team Member's preference.

Regardless of the wage payment method you select, you will receive a pay stub via intranet Team Member account in compliance with applicable law, setting forth all of the required pay information, for each pay period.

You assume ownership and responsibility for your paycheck when you receive it. If your paycheck is lost or stolen, immediately contact your supervisor.

Section 5.2 Timekeeping and Administration of Pay

It is Rivers Casino & Resort policy and practice to accurately compensate Team Members and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors to your supervisor and the Payroll Department. Non-Exempt Team Members must not engage in off-the-clock or unrecorded work and are not permitted or required to do so.

It is a violation of Rivers Casino & Resort's policy for any Team Member to falsify a time record, or to alter another Team Member's time record (including clocking another Team Member in or out). It is also a violation of Casino policy for any Team Member or manager to instruct another Team Member to incorrectly or falsely report hours worked or alter another Team Member's time record to under or over report hours worked.

Review your pay stub. We make every effort to ensure our Team Members are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. Please contact your supervisor as soon as possible.

Non-Exempt Team Members. Although Rivers Casino & Resort has technology that tracks the hours that each Team Member works on any given day (assuming such Team Member properly swipes in/out), Team Members who are eligible for overtime pay are encouraged to maintain a record of the total hours worked each day. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each pay period.

You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during an unpaid meal break or

perform any other extra or overtime work unless you are authorized to do so and that time is properly recorded. Team Members are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you might perform but fail to report.

Exempt Team Members. If you are classified as an exempt salaried Team Member, you will receive a salary which is intended to compensate you for all hours that you may work for the Rivers Casino & Resort. This salary will be established at the time of hire or when you become classified as an exempt Team Member. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability, since Rivers Casino & Resort has a PTO plan.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

Your salary also may be reduced for certain types of deductions, such as: your portion of health, vision, dental or life insurance premiums; state, federal or local taxes, social security; or voluntary contributions to a 401(k) or pension plan.

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence because the facility is closed on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work (except to offset amounts received as payment for jury and witness fees or military pay).
- Any other deductions prohibited by state or federal law.

Please note: You will be required to use accrued PTO or other forms of paid time off for full day absences for personal reasons, sickness or disability. However, your salary will not be reduced for partial day absences if you do not have accrued PTO.

To Report Violations of This Policy, Communicate Concerns, or Obtain More Information. If you have questions about deductions from your pay, please contact the Payroll Department immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to your supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable

reply within three business days), you are encouraged to immediately contact Human Resources or the Manager of Payroll.

If you have not received a satisfactory response within five business days after reporting your concern to Human Resources and you are unsure who to contact to correct the problem, you are encouraged to immediately contact the Vice President of Human Resources.

Every report will be fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, Rivers Casino & Resort will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in Rivers Casino & Resort's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Section 5.3 Tips and Taxes

For Team Members who are permitted to accept tips, "tipped" Team Members must report the total amount of tips received each pay week.

Federal law states that a Team Member failing to report tipped income becomes liable for a penalty tax due, plus interest. Accurate reporting also will ensure your full benefits under the provisions of Social Security laws and full compliance with all applicable laws.

Subject to applicable law, Team Members are required by policy to cage enough tips to cover any deductions mandated or authorized by Rivers Casino & Resort for the convenience of the Team Member (i.e. bus passes, meal charges, taxes, garnishments for child support, etc.). If authorized amounts cannot be deducted, they will be invoiced directly to the Team Member, and if not timely paid within 10 calendar days from receipt of the invoice, to the extent permitted by law, certain conveniences (including bus passes, meal charges, etc.) charged to the Team Member will be disallowed or cancelled for such Team Member and/or the privilege to purchase certain conveniences through payroll, (including bus passes, meal charges, etc.) may be temporarily or permanently removed.

Section 5.4 Attendance Standards

Hourly/Non-Exempt Team Member Attendance Standards

Rivers Casino's success depends upon its ability to provide quality guest service, which is greatly dependent upon establishing and maintaining proper staffing levels. Rivers Casino recognizes that occasional absences from work will occur and has established approved personal time off (PTO) and leave policies to address the need for Team Members to take scheduled short- and long-term time off from work. The Casino has also established the following attendance standards to address unscheduled absences not part of any type of leave or pre-approved time off policy. Absences due to any legislatively-mandated or Casino-authorized leave, such as FMLA leave or personal leave, military leave, workers' compensation, or jury duty, are not counted against the Team Member's point accumulation under this Attendance Standards policy.

Point System: Supervisors/Managers are required to issue points for unscheduled absences and other attendance infractions. Accumulation of twelve (12) points in a rolling twelve (12) month period may result in employment

termination. Points will drop off on the 366th day after issuance. Accumulation of six (6) points during a non-exempt Team Member’s introductory period of 180 days may result in employment termination.

Hourly/Non-Exempt Team Members’ Notification of an Unscheduled Absence: As set forth in the table below, Team Members are required to provide a minimum of two (2) hours’ advance notice of an absence in accordance with departmental policy, absent extraordinary circumstances. Team Members are still expected to give as much notice as possible in order to allow management to attempt to find coverage for the absence.

Notification of an absence two (2) hours after the start of a shift will be considered a No Call/No Show, unless Rivers Casino determines, in its sole discretion, that extenuating circumstances exist.

Point Schedule: The following point schedule will apply to all attendance infractions and unscheduled absences, paid or unpaid:

| Type of Unscheduled Absence / Attendance Infraction | Definition | Regular Point Accumulation | Point Accumulation if Peak Day |
|--|--|-----------------------------------|---------------------------------------|
| Late Arrival Within First Half of Shift | Arrive late, but within the first half of the shift. | 1.0 | 2.0 |
| Late Arrival More than Halfway through Shift | Arrive late more than halfway through the shift. | 2.0 | 3.0 |
| Early Departure More than Halfway through Shift | Leaving work early <i>more</i> than halfway through scheduled shift when business volume requires attendance. (Management-required early outs are not subject to point accrual). | 1.0 | 2.0 |
| Early Departure Less than Halfway through Shift | Leaving work early halfway or <i>less</i> through scheduled shift when business volume requires attendance. (Management-required early outs are not subject to point accrual). | 2.0 | 3.0 |
| Unscheduled Absence With Minimum 2 Hours’ Notice | Full day absence from work that is not pre-approved if Team Member provides notice of absence <i>at least</i> 2 hours prior to the start of the scheduled shift. | 2.0 | 3.0 |
| Unscheduled Absence Less than 2 Hours’ Notice | Full day absence from work that is not pre-approved if Team Member provides notice of absence <i>less than</i> 2 hours prior to the start of the scheduled shift. | 3.0 | 4.0 |
| Consecutive Absence With Minimum 2 Hours’ Notice | Absences consecutive to the first unscheduled absence if Team Member provides notice of second absence <i>at least</i> 2 hours prior to the start of the scheduled shift. *Further explanation below. | 1.0 | 2.0 |
| Consecutive Absence Less Than 2 Hours’ Notice | Absences consecutive to the first unscheduled absence if Team Member provides notice of second absence <i>less than</i> 2 hours prior to the start of the scheduled shift. *Further explanation below. | 2.0 | 3.0 |

| Type of Unscheduled Absence / Attendance Infraction | Definition | Regular Point Accumulation | Point Accumulation if Peak Day |
|---|---|-----------------------------------|---------------------------------------|
| *Absences directly after an Early Departure will be treated as new absences as opposed to a “consecutive absence.” | | | |
| *If a Team Member calls off right before their regular days off and then calls off for their shift immediately following their regular days off (with no work in between), the second call off is considered a new absence as opposed to a “consecutive absence.” | | | |
| Call off on denied PTO day | Absence on a requested day off that was previously denied. | 3.0 | 4.0 |
| No Call/No Show | Failure to notify of absence within 2 hours after your shift starting time. | 8.0 | 10.0 |
| Perfect Attendance | Perfect attendance for ninety (90) days. | -1.0 | NA |

PTO will be automatically assessed for all attendance infractions above subject to the point system, except Late Arrivals.

Hourly/Non-Exempt Team Members’ Notification for an Unscheduled Absence

Team Members must notify their department of their unscheduled absence prior to the start of their scheduled shift. Team Members must give as much notice as possible in order to allow management to attempt to find coverage for the absence.

In addition, Team Members may be subject to progressive discipline for notifying their department after the start of their shift for any unscheduled absence.

Notification of an unscheduled absence more than 2 hours after the start of a shift will be considered a no-call no-show, unless Rivers Casino determines, in its sole discretion, that extenuating circumstances exist.

Hourly/Non-Exempt Team Members’ Attendance Problems

Management reserves the right to separately address pattern absences, paid or unpaid, outside of the credit schedule above. Examples of patterns include but are not limited to: late arrivals; early outs or absences on the same day of the week; absences before or after scheduled days off; and absences on, before, or after holidays, holiday periods, etc. Patterns are not solely determined within a 365-day rolling period. Patterns identified over a period of time may be addressed in accordance with the Performance Improvement Policy.

Department heads are responsible for seeing that the policy is administered as written and may not forgive or use discretion when adjusting attendance points for attendance infractions not covered by a formal leave of absence, approved schedule change or the use of scheduled PTO.

Salaried/Exempt Team Member Standards

Exempt Team Members are considered role models for non-exempt Team Members they supervise or support and, therefore, are held to a higher standard in regards to attendance, and not subject to the attendance point system. Rivers Casino & Resort reserves the right to address unscheduled absences not covered under any type of formal leave policy and to consider a variety of performance and attendance factors when taking corrective action to resolve performance issues by an exempt Team Member that may be due in whole or part to attendance-related issues.

Section 5.5 Paid Time Off (PTO) and Use of PTO

Rivers Casino & Resort provides Paid Time Off (PTO) for eligible hourly Team Members to use for vacation, illness or injury, and personal business. Paid Time Off combines traditional vacation, personal, and sick leave plans into one flexible, paid time-off policy. It is important for Team Members to plan ahead for use of accrued PTO time by scheduling vacations, health provider appointments and personal time off in advance when possible and to hold time in reserve for unexpected absences due to illness and other unplanned situations that prevent reporting to work as scheduled.

Team Members in the following employment classifications are eligible to accrue and use PTO:

- Regular full-time hourly Team Members
- Regular part-time hourly Team Members

Once you enter an eligible employment classification, you begin to accrue PTO according to the schedule. However, before you can use PTO, you must complete the introductory period of 180 calendar days. Team members who leave Rivers Casino & Resort before the completion of their 180 day introductory period will forfeit their accrued PTO.

To schedule planned PTO, you should first request advanced approval from your supervisor. A PTO request should be discussed and submitted in advance of the desired time off according to each departmental policy. Each request will be reviewed based on a number of factors, including our business needs, peak periods and staffing requirements.

PTO is paid at your base pay rate at the time of the absence.

PTO may be used to supplement any payments you may be eligible to receive from state disability insurance, workers' compensation, or Rivers Casino & Resort-provided disability insurance programs. The combination of any such disability payments and PTO may not exceed your normal weekly earnings. PTO will also be used concurrently for all approved leaves of absence.

The length of eligible service is calculated on the basis of a "benefit year." A "benefit year" is defined as the 12-month period that begins when you start working in an eligible classification. Your benefit year may be extended for any significant leave of absence except military leave of absence.

In the event that you do not use your available PTO by the end of the benefit year, you may carry up to a maximum 80 hours to the next benefit year the first year of employment and 120 hours to the next benefit year. Any available PTO over the maximum 120 hours will be lost on the anniversary of the Team Member's hire date. There will be no cash out options under the PTO policy.

If your employment terminates, you will be paid for any unused PTO that has been accrued through your last day of work, provided that you submit in writing a two week notice of resignation and work all scheduled shifts during that two week period if requested to do so. However, if Rivers Casino & Resort, in its sole discretion, terminates your employment for poor performance and/or violation of policies or procedures, or you fail to submit in writing a two week notice of resignation and fail to work all scheduled shifts during that two week period, your accrued, unused PTO will not be paid out.

Rivers Casino & Resort reserves the right to enforce mandatory PTO in the event the team members' office or department is closed.

Unscheduled PTO days will be subject to the Attendance Standards Policy.

If your position is classified as non-exempt (hourly), you may use PTO in minimum increments of one (1) hour or in compliance with applicable leave of absences. If your position is classified as exempt (salary), you may use PTO in 8 hour increments only (except in compliance with applicable leaves of absences).

The amount of PTO you receive each year increases with the length of your employment as shown in the following schedule:

| Per Year of Rivers Casino Service | Total Maximum Days Accrued | Accrual Rate |
|-----------------------------------|----------------------------|--------------|
| 0 to 1 | 15 | 0.05769 |
| 1+ | 16 | 0.06154 |
| 2+ | 17 | 0.06538 |
| 3+ | 18 | 0.06923 |
| 4+ | 19 | 0.07308 |
| 5+ | 20 | 0.07692 |
| 6+ | 21 | 0.08077 |
| 7+ | 22 | 0.08462 |
| 8+ | 23 | 0.08846 |
| 9+ | 24 | 0.09230 |

*Total maximum days accrued are based on a full time team member working 40 regular hours per work week.

Section 5.5.2 Paid Time Off (PTO) and Use of PTO for Salaried Team Members

Rivers Casino & Resort provides Paid Time Off (PTO) for eligible salaried Team Members to use for vacation, illness or injury, and personal business. Paid Time Off combines traditional vacation, personal, and sick leave plans into one flexible, paid time-off policy. It is important for Team Members to plan ahead for use of accrued PTO time by scheduling vacations, health provider appointments and personal time off in advance when possible and to hold time in reserve for unexpected absences due to illness and other unplanned situations that prevent reporting to work as scheduled.

Team Members in the following employment classifications are eligible to accrue and use PTO:

- Regular full-time salaried Team Members
- Regular part-time salaried Team Members

Once you enter an eligible employment classification, you begin to accrue PTO according to the schedule. However, before you can use PTO, you must complete the introductory period of 180 calendar days. Team members who leave Rivers Casino & Resort before the completion of their 180 day introductory period will forfeit their accrued PTO.

To schedule planned PTO, you should first request advanced approval from your supervisor. A PTO request should be discussed and submitted in advance of the desired time off according to each departmental policy. Each

request will be reviewed based on a number of factors, including our business needs, peak periods and staffing requirements.

PTO is paid at your base pay rate at the time of the absence.

PTO may be used to supplement any payments you may be eligible to receive from state disability insurance, workers' compensation, or Rivers Casino & Resort-provided disability insurance programs. The combination of any such disability payments and PTO may not exceed your normal weekly earnings. PTO will also be used concurrently for all approved leaves of absence.

The length of eligible service is calculated on the basis of a "benefit year." A "benefit year" is defined as the 12-month period that begins when you start working in an eligible classification. Your benefit year may be extended for any significant leave of absence except military leave of absence.

In the event that you do not use your available PTO by the end of the benefit year, you may carry up to a maximum 80 hours to the next benefit year the first year of employment and 120 hours to the next benefit year. Any available PTO over the maximum 120 hours will be lost on the anniversary of the Team Member's hire date. There will be no cash out options under the PTO policy.

If your employment terminates, you will be paid for any unused PTO that has been accrued through your last day of work, provided that you submit in writing a two week notice of resignation and work all scheduled shifts during that two week period if requested to do so. However, if Rivers Casino & Resort, in its sole discretion, terminates your employment for poor performance and/or violation of policies or procedures, or you fail to submit in writing a two week notice of resignation and fail to work all scheduled shifts during that two week period, your accrued, unused PTO will not be paid out.

Rivers Casino & Resort reserves the right to enforce mandatory PTO in the event the team members' office or department is closed.

Unscheduled PTO days will be subject to the Attendance Standards Policy.

If your position is classified as non-exempt (hourly), you may use PTO in minimum increments of one (1) hour or in compliance with applicable leave of absences. If your position is classified as exempt (salary), you may use PTO in 8 hour increments only (except in compliance with applicable leaves of absences)

The amount of PTO you receive each year increases with the length of your employment as shown in the following schedule:

| After # of years of Service | Total Maximum Days Accrued Per Year of Rivers Casino Service | Accrual Rate |
|-----------------------------|--|--------------|
| 0 to 1 | 21 | 0.08077 |
| 1+ | 22 | 0.08462 |
| 2+ | 23 | 0.08846 |
| 3+ | 24 | 0.09231 |
| 4+ | 25 | 0.09615 |
| 5+ | 26 | 0.10000 |
| 6+ | 27 | 0.10385 |
| 7+ | 28 | 0.10769 |
| 8+ | 29 | 0.11154 |
| 9+ | 30 | 0.11538 |
| 10+ | 31 | 0.11923 |

*Total maximum days accrued are based on a full time team member working 40 regular hours per work week.

If your position is classified as exempt, you may only use PTO in increments of four (4) hours or in compliance with applicable leave of absences.

Section 5.6 Change in Status During the Calendar Year

A change in exempt/non-exempt status (from hourly to salary or from salary to hourly) will automatically convert the Rivers Days policy corresponding with the new status.

Section 5.7 Work Schedules and Overtime

Team Member work schedules vary throughout departments in the Casino, which operates 24 hours a day, seven days a week, 365 days a year, with nights, weekends and holidays often being the busiest business periods. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. All Team Members must be available each day for any and all shifts as business dictates. No particular schedule or days off are guaranteed to any Team Member. Each Team Member is responsible for checking the schedule each day for their own working hours, as they may be subject to change. Any questions regarding your work schedule should be directed to your supervisor or the Department leader.

Hourly Team Members are expected to clock in and out according to their scheduled start time and end time and should not extend their work day by clocking in early or late. Team Members are not permitted to arrive at their work station early or stay late and perform work while off the clock.

Team Members may be scheduled to work overtime hours. When possible, advance notification of mandatory overtime will be provided. Team Members must receive their supervisor's prior authorization to work overtime and accurately record any overtime worked.

RULES OF THE ROAD

Section 6.1 Security Inspections and Surveillance

Desks, lockers, valet bags and other storage devices may be provided for the convenience of Team Members but will remain the sole property of Rivers Casino & Resort. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Rivers Casino & Resort at any time, either with or without prior notice.

Team Members should have no expectation of privacy in items they bring to work, or in their desk, workstation, locker, or other similar items used at work. This includes any item that is locked.

Theft or unauthorized possession of the property of Team Members, Rivers Casino & Resort, visitors, and guests is strictly prohibited by Rivers Casino & Resort. To facilitate enforcement of this policy, Rivers Casino & Resort or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Personal locks on lockers and/or desks may be removed by Rivers Casino & Resort at its reasonable discretion.

Rivers Casino & Resort conducts video surveillance of workplace areas (excluding restrooms, dressing rooms and locker rooms). Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment as defined in Section 2.5 of this Team Member Handbook and workplace violence.

Section 6.2 Safety, Security and Emergency Procedures

Rivers Casino & Resort strives to provide a safe environment for all Team Members and guests. Further, Rivers Casino & Resort's policy is to take all steps to comply with applicable laws and regulations regarding safety and health. All Team Members will receive general safety training during orientation and periodically during employment. The training covers potential safety and health hazards and safe work practices to eliminate or minimize hazards. Each Team Member is expected to obey safety rules and to exercise caution in all work activities. Team Members must immediately report any unsafe condition to the appropriate supervisor.

A safe environment for our Team Members, guests and visitors is a top priority for Rivers Casino & Resort. We count on our Team Members to be aware and alert to their surroundings at all times and to watch out for any safety hazards, dangers, or emergency situation. Any questions should be directed to the Risk Management Department.

Reporting Emergencies, Dial x4911

One of the primary concerns of Rivers Casino & Resort is the safety of our Team Members and guests. The best way to ensure safety is through our constant awareness. There are a few basics of which everyone should be aware. If you ever become aware of a serious situation, go to the nearest telephone and dial the EMERGENCY NUMBER x4911. Please refer to the Departmental Safety Training which outlines procedures for specific types of emergencies.

Injury and/or Damage Reporting

Team Members must report all injuries, accidents and/or damage to Security immediately. When an accident, injury and/or damage is reported to Security, Security will complete an investigation and submit an accident report. When needed to complete an investigation, Team Members are required to provide a statement as requested by Security.

Section 6.3 Accommodation of Guests with Disabilities

As a Team Member, you have a responsibility to accommodate all our guests, including those with special needs. Team Members should immediately contact their supervisor if they are unsure of how to handle accommodating a guest.

Section 6.4 Guest Privacy

To further fulfill our high guest service standards, it is important to recognize that (except for surveillance done for security purposes) guests have a right to and an expectation of complete privacy when visiting Rivers Casino & Resort. As a Team Member, you are in a position to observe the personal lives of guests. It is mandatory that you refrain from discussing your observations of our guests either within or outside the property. Our guests put us in a position of trust, and we cannot betray that trust.

Any requests for information regarding the guest business of the property or related guest matters are to be directed to the VP of Marketing, General Manager or Rush Street Gaming. This includes guest names, gaming information and any other personal information about a guest. If a reporter, photographer or anyone else questions you about a guest of the property or the business of our guests, please refer them to the VP of Marketing, General Manager or Rush Street Gaming.

Section 6.5 Use of Equipment and Vehicles

When using Casino property of any kind, Team Members are expected to exercise care, and follow all operating instructions, safety standards, and guidelines. Prior to using any motorized or other heavy duty service equipment, Rivers Casino & Resort or guest vehicles, Team Members must be approved by and register with the Risk Management department and agree in writing to adhere at all times to all policies provided by Risk Management related to such equipment. In addition, Team Members are required to notify their supervisor if any of the above equipment or vehicles appear to be damaged, defective, or in need of repair. All Team Members driving Rivers Casino & Resort vehicles or guest vehicles on behalf of the company for business purposes must complete a DMV report through Human Resources prior to operating any equipment and as required on an ongoing basis. Use of company equipment and vehicles must be for business use only and Team Members may not transport any non-Team Members in vehicles owned or operated by Rivers Casino & Resort.

Section 6.6 Team Member Use of Facilities

Team Members are welcome to patronize our facility within the following guidelines: Team Members request permission from their department VP, must be 21 years of age, off duty, clocked out, and out of uniform (to include all pieces of on-duty uniforms and name tags.) Team Members may consume alcohol in moderation while patronizing the facilities as our guest. Team Members are not allowed to gamble at Rivers Casino & Resort at any time, or participate in any Rivers Casino & Resort promotions.

Section 6.7 Use of Electronics, Photography and Social Media

Use of Personal Cell Phones and Electronic Handheld Devices

Rivers Casino & Resort strictly prohibits the use of personal cellular phones and or other electronic handheld devices while on Rivers Casino & Resort work time or while in uniform in the public space. Team Members may not use personal cell phones for any personal reason during work time. Team Members are allowed to carry their cell phone but it must be turned off and must remain out of public site at all times during working time. Working time includes the time during which a Team Member is actually supposed to be engaged in work tasks/job duties,

but does not include scheduled rest periods, meal breaks and other specified times when Team Members are not expected to be working.

Team Members may only use their cellular phone or electronic handheld devices during non-work time such as when they are on an authorized meal/break period and out of public space.

Team Members may only use their cellular phone or electronic handheld devices to transmit text and picture messages during non-work time such as when they are on an authorized meal/break period and out of public space.

Team Members are not allowed to use the camera on a cellular phone or electronic handheld device during their work time at Rivers Casino & Resort for non-work related use.

Use of Recording Devices

The unauthorized use of auditory recording devices, i.e., tape recorders, video cameras, cell phone cameras, etc. by Team Members to record conversations without the consent of all parties is strictly prohibited at all times, in accordance with applicable state law. Team Members are not prohibited from using photographic recording devices (except for unauthorized auditory recordings described in the prior sentence) as part of concerted protected activities under the NLRA including the recording of perceived abnormally dangerous working conditions. Team Members may not use cameras or other electronic recording devices during work time and/or while they are in uniform to photograph Rivers Casino & Resort guests. Rivers Casino & Resort has a video surveillance system in place throughout the property, in accordance with applicable law. ***Team Members should have no expectation of privacy during their work time or on property, as they will be subject to the surveillance system. Rivers Casino & Resort retains the right to survey and inspect all property, lockers, personal belongings, etc. if a violation of this policy is suspected.*** Violation of this policy may result in discipline, up to and including termination of employment.

Electronic Technologies and Services

By working at Rivers Casino & Resort, you acknowledge and agree that you will be under constant video surveillance (excluding restrooms, dressing rooms and locker rooms). In addition, workplace monitoring may be conducted by Rivers Casino & Resort to ensure quality control, Team Member safety, security, and guest satisfaction. Team Members who regularly communicate with guests via company telephones may have their telephone conversations monitored or recorded in the sole discretion of management. Telephone monitoring may be used for a variety of reasons, including, but not limited to, identifying and correcting performance problems through targeted training. Computers furnished to Team Members are the property of Rivers Casino & Resort. As such, computer usage and files may be monitored or accessed, in accordance with applicable law.

Rivers Casino & Resort may provide certain Team Members with access to a host of electronic technologies and services, including computers, E-Mail, Voice Mail and Internet services, in the course of their work. Team Members must ensure that only business related information is contained or maintained on the Rivers Casino & Resort's systems or devices, with the exception of e-mail. With respect to e-mail, Team Members who have been granted access to Rivers Casino & Resort e-mail systems in the course of their work, may use Rivers Casino & Resort's e-mail system during non-work time only, for non-business use purposes provided that any non-business use during non-work time complies with Rivers Casino & Resort's other existing policies including the anti-harassment policy outlined herein and elsewhere. Team Members should not use another Team Member's password, access a file, or retrieve any stored confidential business related information (as outlined in Section 7.3 of this Team Member Handbook) or guest communication without authorization.

Team Members may only use software on local area networks or on multiple machines according to the software license agreement. Rivers Casino & Resort prohibits the illegal duplication of software and its related documentation.

Downloading of any Rivers Casino & Resort programs, data, or other material unless expressly approved by management is prohibited.

Team Members are strictly prohibited from using any technology to view, listen to or communicate defamatory content or content containing materials that would violate the Anti-Harassment and Anti-Discrimination policy as defined in section 2.5 of the Team Member Handbook, such as that of a sexual or sexually suggestive nature, racial, ethnic or gender-specific slurs, or any other visual/audio/verbal content that offends or is reasonably likely to offend someone because of his/her race, color, gender, national origin, ancestry, age, citizenship status, disability, military or veteran status, marital status, religion, sexual orientation, place of birth, gender identity or expression, familial status, use of a guide or support animal because of blindness, deafness or physical disability, genetic information, pregnancy, lactation/breastfeeding status, whether an individual has a GED, and any other category protected under federal, state, or local law.

Unless expressly authorized, other prohibited electronic activity includes:

- Use of a cell phone to conduct business while driving without a hands free device or while in violation of a specific federal, state or local law.
- Use of personal, non-casino issued hand held devices such as MP3s, iPods, tablets such as an iPad, video games or other related technology during working time or in uniform in public areas of the Casino.
- Use of video equipment of any nature during working time.
- Use of personal cell phones for personal calls, text messaging, or emailing during working time.

Rivers Casino & Resort's telephone lines are for business use only. Telephone usage should be kept to a minimum and personal long-distance calls will not be permitted. Non-Casino issued mobile/cell phones, pagers and other electronic handheld devices are to be used only during non-work time such as during meal breaks or other designated break times and only in designated break areas, and not in view of any guests while in uniform, whether on or off duty. Otherwise, personal mobile/cell phones, pagers, and other electronic handheld devices must be turned off during working time.

Team Members who violate this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, any monitoring described above may form the basis of disciplinary action, up to and including termination of employment.

Photography

To protect our Guest's privacy, and to comply with NYSGC regulatory requirements, the following policy is in place with respect to Casino-related photography or videotaping during working time in public areas or on the gaming floor.

Casino-related photography during working time or in public areas on the gaming floor, may only be permitted at Rivers Casino & Resort with prior authorization by the General Manager and NYSGC (as necessary). Only authorized professional or commercial videotaping will be permitted on the gaming floor. Casino related videotaping during working time or in public areas on the gaming floor, may only be allowed with prior approval

of the General Manager or necessary approval by NYSGC. The General Manager will notify the Director of Compliance and the Director of Security when videotaping will be permitted by the facility. The Director of Compliance will notify, and request approval by, as appropriate, NYSGC and Surveillance. The Director of Security will notify the New York State Police.

From time to time, Team Member's likeness, photograph, voice and name ("image") may be taken to use in publicity materials for Rivers Casino & Resort, or in other promotional materials or media. Team Members will not be compensated for such, and the Team Member's employment at the Rivers Casino & Resort at the time such images are taken will constitute a full release for Rivers Casino & Resort's use, editing, reproduction, exhibiting and ownership of such in perpetuity regardless of the Team Member's then current state of employment.

Social Media

This policy establishes a set of rules and guidelines for any activity and participation in "social media" by all Rivers Casino & Resort (Company) "users." These rules are intended to be adaptable to the changes in technology and norms of online communication and behavior, and may be amended by the Company at any time, for any reason, with or without notice to users. Rivers Casino & Resort is not in any way attempting to infringe upon an individual's right to engage in protected, concerted activity or exercise of any other Section 7 rights under the NLRA by this policy.

For purposes of this policy:

The term "social media" applies to any web-based and mobile technologies, in use now or developed in the future, that enable individuals or entities to disseminate or receive information, communicate, or otherwise interact, and includes, without limitation, email, texting, messaging, social networking, blogging, micro-blogging, bulletin boards, and so on, through providers such as Facebook, LinkedIn, Twitter, YouTube or others.

The term "users" refers to Team Members, interns and NLRA supervisors, managers and executives.

A blog is an online forum in which you can share your insights, express opinions and otherwise communicate within the context of an online conversation that can be distributed globally. As you are aware, Rivers Casino & Resort's computer resources are intended to be used for business purposes only, with the exception of e-mail. While personal use of Rivers Casino & Resort's computer resources for email is acceptable in accordance with this policy during the non-work time for Team Members who in the course of their work have been provided access to e-mail, any personal use of email during work time is not acceptable.

Exercise Responsibility Online

You are personally responsible for any of your social media activity conducted with a Company email address or on a Company website or page, and/or which can be traced back to a Company domain, and/or which uses the Company's Information Systems and/or which expressly or implicitly identifies you as a team member of the Company.

You should also be mindful of your online conversations during your own time. In general, what you do on your own time is your affair. However, your conduct, even while off-duty, can reflect on and affect Rivers Casino & Resort. We ask that you exercise personal responsibility whenever you blog. If the subject of your blog is Rivers Casino & Resort, or those affiliated with Rivers Casino & Resort, please be mindful of the following guidelines:

1. Do not disclose any information that would be considered confidential within the meaning of Rivers Casino & Resort's Confidentiality policy, as outlined in Section 7.3 of this Team Member Handbook. The Confidentiality policy still applies, even if you are not on work time. This guideline should not be interpreted or considered to prohibit Team Members from discussing the terms and conditions of their employment as permitted by law or from posting photos, music, videos or the quotes or personal information of Team Members engaging in activities protected by the NLRA;
2. Whether you are publishing your own blog or participating in someone else's do not state or create the impression that you are authorized to speak on behalf of Rivers Casino & Resort. Only those officially designated by Rivers Casino & Resort as property spokespersons have the authority to speak on behalf of Rivers Casino & Resort. Any Team Member who identifies himself/herself as a Rivers Casino & Resort employee should post a disclaimer that he/she is sharing his/her own views on any site where posting the disclaimer would not be unduly burdensome to employees in the exercise of their Section 7 rights to discuss working conditions;
3. Be respectful of your potential readers. Do not use defamatory comments or commit libel or slander when commenting about Rivers Casino & Resort, your superiors, Team Members, our guests or our competitors. Team Member communications concerning employment conditions are permitted when protected under the NLRA such as if made in the context of someone acting on behalf of other Team Members or if made as part of a labor dispute; provided, however, such protection can be forfeited if the communication is so defamatory or that it otherwise loses protection under the NLRA;
4. Managers and supervisors enjoy a special position of trust at Rivers Casino & Resort. Managers and supervisors should not blog about Rivers Casino & Resort or Rivers Casino & Resort business.

Follow Existing Policies and Terms of Use

Observe and follow (i) existing Company policy and agreements, such as our Team Member Handbook (ii) the policies of the particular online/social networking venue, and (iii) applicable law. This means that you are prohibited from using social media in any way that could be a violation of the Company's workplace policies against discrimination, harassment, or hostility on account of age, race, color, gender, national origin, ancestry, age, citizenship status, disability, military or veteran status, marital status, religion, creed, sexual orientation, place of birth, gender identity or expression, familial status, use of a guide or support animal because of blindness, deafness or physical disability, genetic information, pregnancy, lactation/breastfeeding status, whether an individual has a GED, and any other category protected under federal, state or local law. Thus, the rules in the Team Member Handbook, including its Electronic Technologies and Services Policy and anti-harassment and discrimination policies apply to team member behavior within social media and in public online spaces.

Most websites, including Facebook and others, have rules concerning the use and activity conducted on their sites. These are sometimes referred to as "Terms of Use." You must follow the established terms and conditions of use that have been established by the venue and not do anything that would violate those rules.

Do not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through social media.

Recognize Others Privacy

Before sharing a comment, post, picture or video about or from a friend or colleague through any type of social media, it is a good practice to be courteous and first obtain his or her consent.

It also is inappropriate to use or disclose personal information (as explained below) about another individual or use or disclose Rivers Casino & Resort 's confidential or proprietary information, as set forth in the Confidentiality Policy in section 7.3 of the Team Member Handbook, in any form of social media. For purposes of this Policy, personal information means an individual's Social Security number, financial account number, driver's license number, medical information (including family medical history) and other highly sensitive information, as well as, if applicable, information covered by the Company's written information security program. Company confidential or proprietary information includes but is not limited to internal information regarding the Company's finances, future business performance and business plans, business and brand strategies, and information which is or relates to Company trade secrets. All Company rules regarding Company confidential or proprietary information and personal information, including, as applicable, the Company's written information security program, apply in full to social media, such as blogs or social networking sites. For example, any information that cannot be disclosed through a conversation, a note, a letter or an e-mail also cannot be disclosed in a blog. Sharing this type of information, even unintentionally, can potentially result in harm to the individual, harm to the Company's business, and ultimately you and/or the Company being sued by an individual, other businesses or the government.

Before posting any online material, ensure that the material is not knowingly false; instead, try to be accurate and truthful. If you find that you have made a mistake, admit it, apologize, correct it and move on. You should never post anything that is maliciously false.

Before posting a comment or responding to a blog, think before sending. If you are unsure about the effects of the post or other online action, you may wish to reach out to Human Resources for some assistance, particularly when unsure about a response to another Team Member or a guest.

Use Your True Identity

When participating in any social media, we suggest that you be completely transparent and disclose your true identity for your personal protection. Additionally, when commenting on or promoting any Company product or service on any form of social media, you must clearly and conspicuously disclose your relationship with the Company to the members and readers of that social media.

Manage Your Expectation of Privacy

Consistent with the Company's policy, the Company may access and monitor its Information Systems and obtain the communications within the systems, including email, Internet usage, and the like, with or without notice to users of the system, in the ordinary course of business when we deem it appropriate to do so. As such, when using such systems, you should have no expectation of privacy with regard to time, frequency, content or other aspects of your use, including the websites you visit and other Internet/Intranet activity. The reasons the Company accesses and monitors these systems include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; and complying with legal and regulatory requirements.

Interact On Your Time

The Company respects the right of any Team Member to participate in social media, such as maintaining a blog or participating in online forums. However, to protect the Company's interests and to oversee Team Member's focus on their job duties, Team Members must avoid use of personal social media during working time or at any time with the Company equipment or property, (with the exception of email usage during non-work time for certain Team Members who have been granted access to Rivers Casino & Resort email systems for work purposes. These Team Members' right to use e-mail during non-work time for non-business use purposes is outlined in the Electronic Technologies and Services section of this handbook).

Identify Any Copyrighted or Borrowed Material with Citations and Links

When publishing any online material through social media that includes another's direct or paraphrased quotes, thoughts, ideas, photos, or videos, always use citations and link to the original material where applicable.

The failure to follow these guidelines may result in discipline, up to and including termination. Team Members should keep in mind that casinos operate in a highly-regulated environment where all Team Members and Casino activities are subject to heightened scrutiny.

Electronic Communications

It is our belief that staying up to date with technology is critical to our success. Therefore, Rivers Casino & Resort has invested a great deal of money on computers and electronic communications equipment, including e-mail, voice mail and access to the Internet (referred to as "Systems"). The data and information created with, transmitted by and stored on these Systems is Rivers Casino & Resort property. The use of these Systems by Team Members implies an understanding of and agreement to this policy.

To prevent against misuse, Rivers Casino & Resort will, without notice to its users, access and monitor its Systems and obtain the data and communications within the Systems. Rivers Casino & Resort's monitoring of its Systems will include, but not be limited to, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing communications, logins and other uses of the Systems, as well as keystroke capturing and/or other network sniffing technologies. The reasons for which Rivers Casino & Resort will obtain such access include, but are not limited to: maintaining the Systems; preventing or investigating allegations of abuse or misuse of the Systems; ensuring compliance with software copyright laws and contracts with vendors governing the Systems; monitoring and ensuring work flow and productivity; complying with legal and regulatory requests for information; and ensuring that Rivers Casino & Resort's operations continue appropriately during a Team Member's absence or unavailability. Accordingly, Team Members must provide management with any access codes or passwords applicable to these Systems. ***Likewise, because Rivers Casino & Resort will be monitoring these Systems, Team Members should have no expectation of privacy as it relates to any data or communications created with, transmitted by or stored on Rivers Casino & Resort's Systems.***

Rivers Casino & Resort may store data or communications for a period of time after the data communication is created. From time to time, copies of such data or communications may be deleted. To ensure the integrity, confidentiality and security of Rivers Casino & Resort data and communications, Team Members are prohibited from storing confidential Rivers Casino & Resort-related information as set forth in our Confidentiality policy on personal computers or personal storage devices (e.g., flash drives, portable hard drives, etc.). Similarly, Team Members are prohibited from forwarding confidential Rivers Casino & Resort-related information as set forth in our Confidentiality policy in Section 7.3 of the Team Member Handbook to personal e-mail accounts.

Rivers Casino & Resort's policy prohibiting workplace harassment applies, in its entirety, to the use of Rivers Casino & Resort's Systems. No one may use Rivers Casino & Resort's Systems in a manner that violates the Anti-Harassment policy or which may be construed by others as harassing or offensive based on race, color, gender, national origin, ancestry, age, citizenship status, disability, military or veteran status, marital status, religion, creed, sexual orientation, gender identity or expression, place of birth, gender identity or expression, familial status, use of a guide or support animal because of blindness, deafness or physical disability, genetic information, pregnancy, lactation/breastfeeding status, whether an individual has a GED, and any other category protected under federal, state, or local law.

Since Rivers Casino & Resort's Systems (with the exception of personal email usage during non-work time by those Team members who are authorized to access Rivers Casino & Resort email systems for work purposes) are for business use only, these Systems may not be used to solicit for religious or political causes, outside organizations or other personal matters unrelated to the business of Rivers Casino & Resort. Team Members may not use Rivers Casino & Resort's Systems at any time for any of the following: conducting illegal activity, including online gambling; downloading or distributing pirated software or data, entertainment software, music or games; sending chain letters; propagating viruses, worms, Trojan horses and/or any related spyware or malware; and copying, destroying, deleting, distorting, removing, concealing, modifying or encrypting business messages or business files or other business data on Rivers Casino's Systems without the permission of an authorized supervisor. This list is for illustrative purposes only and is not intended to be an exclusive list of prohibited activity.

Rivers Casino & Resort's Systems management and maintenance is the sole responsibility of the IT department. Therefore, Team Members are prohibited from installing software or connecting hardware on/to Rivers Casino & Resort's Systems without the approval and assistance of IT department personnel.

No one may access, or attempt to obtain access to, another Team Member's electronic communications nor shall a Team Member share their access code(s) and password(s) with another Team Member without appropriate authorization. In addition, Team Members must log off of Rivers Casino & Resort's Systems when they leave their work station.

Team Members who violate this policy may be subject to discipline, up to and including termination of employment.

Section 6.8 Lost and Found

All items found on the premises of Rivers Casino & Resort or turned in to you by another person must be brought to the Security Department or turned in to your supervisor immediately. Found items will be logged along with a description, the date found, your name, and the date received by the Security Department. All lost and found items not claimed by the owner in 30 days will be available to the finder for pick up at the Security Operations Center 24 hours per day for 14 days ending at 8:00 a.m. on the 15th day subsequent to the first 30 days of the owner claim period. If the person who found the item does not want it or does not pick up the item within this timeframe, the item will be donated to an approved charitable organization.

Section 6.9 Uniform Changing Time

Team Members may choose to arrive to work already dressed in their uniforms, and to leave work in their uniforms. For Team Member convenience, a changing room also will be provided if Team Members choose to change into their uniform upon arrival at the property or at the end of the work day. However, Team Members are to clock in for work after they change into their uniforms, not before, at the beginning of the work day. Similarly, Team Members must clock out from work before changing out of their uniform and back into their

street clothes at the end of the work day. The only exception to the uniform changing time policy is the Count Team. Due to NYSGC regulations requiring the Count Team jumpsuits to be maintained on property, all Count team members must clock in prior to changing into their uniform and remain on the clock while changing out of their uniform.

Team Members must clock in for work prior to picking up radios, identification swipers, keys, Micros swipers and all other equipment.

Section 6.10 Solicitation/Acceptance of Tips and Gratuities

Team Members are prohibited by Rivers Casino & Resort's policy from soliciting tips from guests.

In accordance with New York State gaming regulations 461.a8(n) and 465.a19 and the Rivers Casino & Resort's policies and procedures, all Key licensed Team Members and any Team Members with a Level 2 or Gaming license who work in a supervisory position are prohibited from soliciting or accepting a tip or gratuity from a guest and all Team Members are prohibited from soliciting a tip or gratuity from a guest.

All tips received by eligible Team Members (eligible Team Members are those not restricted by Key License, Level 2 license or Gaming license working in a supervisory role) must be reported either through a token pool, employee caged tips/declaration, timeclock entry or a separate notification to the Payroll Department.

Section 6.11 Solicitation and Distribution

In an effort to ensure a productive and harmonious work environment, persons not employed by Rivers Casino & Resort may not solicit or distribute literature on Rivers Casino & Resort property at any time for any purpose. The sole exceptions to this policy are charitable and community activities supported by Rivers Casino & Resort management and Casino-sponsored programs related to Rivers Casino & Resort products and services.

Rivers Casino & Resort recognizes that Team Members may have interests in events and organizations outside the workplace. However, Team Members may not solicit other Team Members while either Team Member is on working time. Working time includes the time during which any of the team members involved are actually supposed to be engaged in work tasks/job duties, but does not include scheduled rest periods, meal breaks and other specified times when Team Members are not expected to be working. Distribution of any literature in working areas at any time is prohibited.

The only non-Team Members who may solicit Team Members during working time are business invitees of Rivers Casino & Resort, concerning business matters of Rivers Casino & Resort. Non-Team member individuals who are not such business invitees are not permitted to:

- Distribute or post any material for any purpose whatsoever on the grounds of or inside Rivers Casino & Resort at any time.
- Solicit Team Members for any purpose whatsoever on Rivers Casino & Resort property.
- Use the public areas of Rivers Casino & Resort in a manner inconsistent with their purpose, or in a manner that is disruptive to their purpose.

Team Members are not permitted to:

- Distribute or post literature of any type or description during their working time or during the working time of the Team Member to which the material is directed.
- Post literature of any type in their working areas, public areas, or back-of-house areas of Rivers Casino & Resort.

- Engage in solicitation of any type during working time (including the working time of the Team Member being solicited).

In addition, the posting of written solicitations on Rivers Casino & Resort bulletin boards or Rivers Casino & Resort e-mail is prohibited. Bulletin boards and Rivers Casino Resort e-mail are reserved for official Casino communications.

Section 6.12 Public Communication

From time to time Team Members will come into contact with members of the public and Rivers Casino & Resort guests and we encourage you to be courteous, and to make them feel welcome. However, unless specifically indicated in your job description, you are not authorized to speak on behalf of Rivers Casino & Resort regarding its business. Under no circumstances should you disclose confidential or business information, as set forth in the Confidentiality Policy in Section 7.3 of this Team Member Handbook, to the public or Rivers Casino & Resort guests. This policy should not be interpreted or considered to prohibit Team Members from discussing their compensation or other terms and conditions of employment as permitted by law. You should refer to the policy on Confidentiality in Section 7.3 of the Team Member Handbook for a fuller discussion of what kind of information should not be disclosed to the public or Rivers Casino & Resort guests.

It is the policy of Rivers Casino & Resort that only the Chief Executive Officer, Chief Operating Officer, General Manager or their designee(s), are authorized to speak with the media as spokesperson for and on behalf of Rivers Casino & Resort. Team Members are prohibited from speaking to the media as spokespersons on behalf of Rivers Casino & Resort. This policy should not be interpreted or considered to prohibit Team Members from discussing the terms and conditions of their employment as permitted by law.

Section 6.13 Responsible Gaming

Rivers Casino & Resort is committed to maintaining a Responsible Gaming Plan that will protect and provide assistance to its Team Members, guests and community members. Rivers Casino & Resort, through training and specific policies and procedures, including self-exclusion and referral programs, will strive to minimize problems and eliminate underage gambling. It is the responsibility of every Team Member to attend training, maintain Problem Gambling certification and to follow policies and procedures related to Rivers Casino & Resort's Responsible Gambling Plan. Questions related to Team Member responsibilities should be directed to a supervisor, manager, the Compliance Department or the Human Resources Department.

In New York, the legal gambling age is 21. No one under the age of 21 is permitted on Rivers Casino & Resort property and it is every Team Member's responsibility to ensure compliance. All Team Members are expected to immediately advise Security if they suspect a guest may be under the age of 21.

Section 6.14 Political Contributions

Team Members are expected to follow all applicable state, federal and gaming laws regarding political contributions.

Section 6.15 New York Gaming Control Board Regulations

It is the responsibility of all Rivers Casino & Resort Team Members to abide by all Rules and Regulations of the New York Gaming Control Board and the policies and procedures of Rivers Casino & Resort. Team Members with questions regarding Rules and Regulations or Controls should consult with their supervisor, other members

of management or the Compliance Department of Rivers Casino & Resort. Rivers Casino & Resort Team Members are not permitted to request an opinion or interpretation of the Rules and Regulations, internal controls or other policies and procedures directly from NYSGC or any of the Casino Compliance Representatives at Rivers Casino & Resort.

Section 6.16 Arrests, Charges, Indictments, or Convictions

Team Members are required to notify the New York Gaming Control Board (“NYSGC”) and update their application in the Human Resource Employment Center no later than the next business day of any arrest, charge, indictment or conviction regarding an offense involving moral turpitude, an offense under 18 Pa.C.S. (relating to crimes and offenses), an offense under 75 Pa.C.S. (related to vehicles) which is punishable by 1 year or more, or an offense under section 13 of The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-113(a)) regarding prohibited acts and penalties, and comparable offenses in other states or foreign jurisdictions. Human Resources is available to assist a Team Member with required notifications to the NYSGC.

Team Members who are incarcerated are subject to the Attendance Standards Policy. Leave of Absences will not be approved to cover periods of incarceration.

Section 6.17 Gambling

In accordance with NYSGC Regulations, Rivers Casino & Resort Team Members who hold a NYSGC license or permit may not wager at the licensed facility at which they are employed. This includes slot machines, table games and poker. No Team Member (regardless of NYSGC licensure requirements) is permitted to wager at the Rivers Casino & Resort.

A Team Member must wait 30 days following the date the Team Member is separated from employment, regardless of reason, voluntary resignation or involuntary termination, before the Team Member may wager at the Rivers Casino & Resort.

Section 6.18 Team Member Parking

Team Members may only park in designated Team Member parking areas. Failure to do so may result in corrective action up to and including towing a Team Member’s vehicle and/or termination of employment.

Section 6.19 Team Member Entrance/Exit and Requirement of ID

Team Members are only permitted to enter and exit Rivers Casino & Resort through the designated Team Member entrances/exits at the doors at the Security Operations Center (SOC) where they must display their Rivers Casino & Resort ID badge to Security. Team Members must display their Casino ID badge to Security. In the event a Team Member does not have their Casino ID, they must submit a valid photo ID to Security. All Team Members must have their name plate and Casino ID badges visibly displayed on their person at any time they are in the back of the house at Rivers Casino & Resort, even when not on shift, entering/exiting, attending training, etc. Non-Team Members are not permitted in the back of the house at Rivers Casino & Resort without checking in with Security and/or NYSGC as required.

Section 6.20 Smoking, and Use of Tobacco or Electronic Cigarettes/Vaporizers on Property

Team Members are not permitted to smoke or use smokeless tobacco or electronic cigarettes/vaporizers while on duty on Rivers Casino & Resort property, including in all public areas, work areas, offices and external areas, unless authorized to do so in a Team Member-designated smoking area while on an approved break or meal period.

Section 6.21 Guest Complimentary

Team Members are not permitted to provide a complimentary, a “comp” or “comps” or a guest service recovery to a member of their family, a friend or other personal relationship or in violation of the Business Ethics and Conduct section of this Handbook. In the event a Team Member believes a comp is warranted and the Team Member has a relationship with the guest outside of Rivers Casino & Resort, the Team Member must consult a neutral third-party of a higher supervisory level than himself/herself to evaluate and, if warranted, provide the issuance of a comp or guest service recovery.

TEAM MEMBER STANDARDS

Section 7.1 Standards of Conduct

Commonly accepted standards of conduct help maintain good relationships, and promote a healthy work environment at Rivers Casino & Resort. Given that it is impossible to list all forms of behavior that are considered unacceptable and in order to provide some guidance concerning unacceptable behavior, the following are examples of types of conduct that are considered inappropriate in the workplace.

1. Rude and/or discourteous behavior toward guests, including the use of obscene gestures, cursing or the use of foul language that may be offensive to others (Note: this does not include communicating legally protected criticisms concerning the company's labor or other policies or the treatment of Team Members) or any inappropriate physical contact initiated by a Team Member.
2. Unauthorized absence from work station during working time; being in an unauthorized work area; loitering or sleeping while on duty.
3. Insubordination, which means the failure to follow a reasonable work request of a supervisor; refusing to obey the direct request of a manager unless such request is illegal, violates a gaming, regulatory or other legal requirement, or jeopardizes your safety or the safety of guests.
4. Violation of any Rivers Casino & Resort policy related to gambling or any NYSGC regulation.
5. Theft or inappropriate removal or possession of property not owned by the Team Member (including, but not limited to, food products); misappropriation of Rivers Casino & Resort assets or vendor assets or improper use of comping; falsification of any time records or Rivers Casino & Resort work records (including on behalf of another Team Member), including the application for employment, or at any time during employment.
6. Failure to perform work assignments satisfactorily, safely and efficiently; negligence or improper conduct leading to damage of employer-owned or guest-owned property.
7. Failure to maintain accurate and proper accountability and control of cash banks and deposits, including excessive or repeated cash shortages or other errors; improper money, check, cash, credit card, coupon, discount, Rush Rewards points, comp or promotional items handling, and failure to follow proper procedure for handling money, checks, cash, credit cards, coupons, discounts, Rush Rewards points, comps or promotional items.
8. Chewing gum is prohibited at Rivers Casino & Resort while working.
9. Violation of any other policy set forth in the Handbook or rules established by a particular department.

The above list serves as general guidelines, and is not intended to be all-inclusive of conduct or actions warranting discipline. Rivers Casino & Resort will not interpret or apply its Standards of Conduct policy to interfere with or coerce employees in the exercise of their rights under the National Labor Relations Act ("NLRA"). Depending on the particular situation, such as circumstances involved, severity of violation, Team Member's work record and disciplinary history, management in its sole discretion reserves the right to determine and take appropriate disciplinary action, up to and including the immediate termination of a Team Member's employment. If you have any questions about a proper course of action, ask your supervisor or Human Resources prior to taking any action.

Section 7.2 Working Under the Influence of Drugs and Alcohol: Drug Free Workplace

It is the policy of Rivers Casino & Resort to create a drug-free workplace. The unlawful use of controlled substances and the misuse of alcohol subjects everyone to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Reporting for work under the influence of alcohol, illegal drugs, prescribed controlled substances not prescribed to the individual using such, non-prescribed controlled substances, or prescribed drugs that may impair your judgment or pose a safety risk is contrary to Rivers Casino & Resort policy and may result in termination of employment. In addition, the unauthorized use of alcohol, or the use of illegal drugs, misuse of prescribed or non-prescribed (over the counter) drugs, and the wrongful possession, manufacture, distribution, dispensation, sale, or transfer of any illegal drugs, prescribed drugs or non-prescribed controlled substances during working hours is also contrary to Rivers Casino & Resort policy.

Rivers Casino & Resort reserves the right to require anyone to undergo drug and/or alcohol testing where it has reason to believe that a Team Member has or may have used drugs or alcohol in violation of this policy, in accordance with applicable law, or has otherwise violated this policy. Rivers Casino & Resort conducts pre-employment drug testing, reasonable suspicion drug and alcohol testing, post-accident drug and alcohol testing, and may conduct random drug testing, in accordance with applicable law. Testing positive or refusing to provide the requested sample or refusing to be tested may result in termination of employment. Refusing to test includes, but is not limited to, the following conduct: excessive delay in reporting for testing; failing to complete paperwork required by the testing facility; failing to remain at the collection site until the collection process is completed; failing to provide a specimen for testing without an adequate medical explanation; adulterating or substituting a specimen or attempting to do so; or any other conduct that interferes with the testing process in any way.

The use of prescription or over-the-counter medications taken by Team Members in safety-sensitive positions (*i.e.*, those positions where the Team Member could seriously injure or kill themselves or others if they performed their job duties while under the influence of drugs or alcohol) are permissible as long as: (1) they have been lawfully prescribed to, or obtained by, the Team Member; (2) they are being used by the Team Member in accordance with the prescription's guidelines (if applicable); and (3) before reporting to work under the influence of such medication, the Team Member has inquired whether the drug manufacturer or the Team Member's physician warns against driving, operating machinery, or performing other work-related safety-sensitive tasks. If such warnings exist, the Team Member taking the medication must inform his/her supervisor or Human Resources of such restrictions before reporting to work under the influence of such substances. Rivers Casino & Resort will evaluate and respond to this information on a case-by-case basis. Responses may include, among other things, temporary job reassignment or modifications, a request for additional medical documentation and consultation, and/or an instruction that the Team Member not work until the restriction is removed. Any Team Member reporting to work in a safety-sensitive position without first advising Rivers Casino & Resort about warnings accompanying lawfully prescribed or obtained medications may be subject to disciplinary action up to and including possible termination of employment. A Team Member's lack of knowledge concerning such warnings will not excuse a violation of this rule where a Team Member has failed to make the inquiries required by this rule.

Anyone involved in the use, possession, transfer, or sale of an illegal drug or unauthorized legal substance in violation of this policy may be reported to the appropriate authorities and Rivers Casino & Resort will fully cooperate in any investigations of such authorities. Such cooperation may include providing security footage and/or other evidence obtained by Rivers Casino & Resort.

Rivers Casino & Resort encourages all Team Members who need assistance in dealing with alcohol or drug dependency problems to seek counseling through the various private and public agencies that exist in the Capitol

Region or through the Rivers Casino & Resort-provided Team Member Assistance Program. Team Members who come forward to request treatment or leaves of absence for treatment will not be subject to discipline as a result of their request, although Team Members may not use such a request to avoid submitting to a drug or alcohol test for which they already have been selected. Requests for voluntary treatment and related matters will be kept confidential within the parameters of the law.

Section 7.3 Confidentiality

The protection of confidential business information is vital to the interests and the success of Rivers Casino & Resort. Such confidential information includes the following examples:

- Strategic plans
- Business plans
- Marketing strategies
- Guest lists
- Players lists
- Guest preferences
- Guest betting or wager history
- Computer processes
- Computer programs and codes
- Financial reports
- Vendor data and contracts
- Team Member personal information (i.e., confidential personal financial information, credit card numbers, social security numbers and personal health information) (Note: personal information, including names, telephone numbers and addresses may be disclosed by Team Members as permitted or required by law such as at the request of the NYSGC, OSHA, the EEOC, the New York Human Relations Commission, as permitted under the NLRA, in response to child support orders, subpoenas or as otherwise required or authorized by law.)

Team Members who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Nothing in this policy prevents a Team Member from discussing compensation or other terms and conditions of employment with other Team Members or other individuals or entities in accordance with applicable law.

Section 7.4 Visitors in the Workplace

To provide for the safety and security of Team Members, the facilities at Rivers Casino & Resort, and to comply with the gaming laws, only authorized visitors are allowed in non-public areas of the Casino. Visitors under 21 years of age, unless properly registered at the Security Operations Center as seeking employment, are prohibited from entering the Casino including back of the house areas. Authorized visitors require temporary access badges and should be directed to the Security Office for visitor processing.

If an unauthorized individual is observed in Rivers Casino & Resort's non-public areas, Team Members should immediately notify their supervisor or contact the Security Department.

Section 7.5 Workplace Violence

Team Members are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others including comments or “jokes” that can be reasonably deemed as threatening violence by others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Rivers Casino & Resort.

Physical violence or conduct that threatens violence to another Team Member, a guest, or a member of the public at any time, including off-duty periods, will not be tolerated. All threats of (or actual) violence, both direct and indirect, that occur on Rivers Casino & Resort property should be reported as soon as possible to your immediate supervisor or any other member of management, as well as Security. This includes threats by Team Members, as well as threats by guests, vendors, solicitors, or other members of the public. Appropriate action will be taken to address such conduct, including discipline, up to and including termination of Team Members who have violated this policy.

Section 7.6 Image Standards

Dress, grooming, uniform and personal hygiene are essential to the business and entertainment image Rivers Casino & Resort presents to guests and visitors. In an effort to maintain the integrity of that image, Rivers Casino & Resort has established the following clearly defined image standards.

Team Members who do not meet the image standards may be prohibited from working until standards are met, and may be subject to actions outlined in the Performance Improvement Policy.

Rivers Casino & Resort will attempt to make reasonable accommodations for Team Member religious beliefs in accordance with applicable law. Team Members may make such requests in writing through Human Resources.

General Standards for all Team Members

Hygiene: Take daily shower or bath, use deodorant, keep hands and nails clean, practice good dental care and use fragrances sparingly.

Clothing: Clean, neat, pressed and in good repair with appropriate under garments. Fit of clothing must be appropriate. Hats prohibited while on duty unless issued as part of a uniform.

Shoes: Only closed-toe shoes are permitted. No shoes with heels over 3 inches in height or of extreme style or design are permitted.

Facial Hair: Existing, neatly kept beards, goatees and neatly groomed moustaches. Extreme facial hair styles are not permitted. Sideburns must be kept neat and not violate another provision of the grooming standards.

Hair: Clean, styled and away from face/eyes. Avoid extreme styles (shaved patterns/symbols or large spiked designs for example). Length of hair cannot interfere with the job duties in job description and cannot cover the name badge at any time. All hairstyles must be neat and create a well-groomed appearance.

Tattoos: No tattoos above the collar may be visible. No tattoos depicting vulgarity, profanity, obscenity, nudity or that are otherwise likely to cause a disturbance may be visible. Management reserves the right to require the coverage of tattoos.

Cosmetic: Decorative ornaments such as grills/gold plates prohibited unless medically required and documented by a health care provider.

Jewelry: Tasteful, not excessive in style or size, defamatory to others or violations of Rivers Casino & Resort anti-harassment and anti-discrimination policies. Team Members may wear up to two matching sets of earrings. Earrings must not exceed 2 inches in length. All other visible piercings are prohibited (nose, eyebrow and tongue are included in prohibited visible piercings). Plastic spacers and/or gauges are prohibited. Necklaces, rings and bracelets in moderation.

Fingernails: Clean, well-maintained, tasteful and trimmed no longer than ½ inch from finger tip; if polished, polish must be well-maintained, without chips or other adornments. Understated, tasteful designs may be acceptable.

Eyewear: Lenses that enable viewing of the eye by the public. Dark lenses prohibited inside unless medically necessary and supported by health care provider documentation.

Makeup: Tasteful makeup, not excessive in nature. Extreme colors and styles prohibited.

Name Tags: Rivers issued name tags must be visible and worn at all times without any personal attachments unless otherwise directed or authorized. Name tags must be worn above the waist, on the upper left chest.

ID Badges: Rivers ID badges and NYSGC credentials, if applicable, must be worn at all times without any personal attachments to the ID badges or NYSGC credentials unless otherwise directed or authorized by NYSGC. Rivers ID badges and NYSGC credentials must be worn above the waist, preferably on the upper left chest. If the Team Member is NYSGC licensed, the NYSGC credentials must be visible at all times. If the Team Member is not required to have a NYSGC license, the Rivers ID badge must be visible at all times. There may be department exceptions to this policy due to safety measures or other factors.

In all cases:

- Coordinating and appropriate accessories (belts, socks, jewelry, etc.)
- Skirt/dress length no shorter than 3” above knee.
- Slacks, skirts and dresses not too short, tight, baggy or of extreme design.
- Coordinating shirt, blouse, knit top or sweater tucked in or that fall below the waist line, providing full coverage of the stomach, back and not too revealing at the neckline
- Sleeveless shirts, dresses, tops are not permitted without appropriate jacket/sweater unless part of an approved uniform.
- Sheer fabrics, sandals and other open toe shoes are prohibited.
- Denim, athletic wear, T-shirt, shorts and athletic shoes with visible or obvious logos or designs may only be worn with permission from management on a case by case basis.

Group 1 – Uniformed Team Members

Uniforms are carefully selected to portray certain images and/or to enhance the entertainment experience for guests. Uniform and/or image guidelines may therefore, vary by department. Team Members are required to be in complete, clean, wrinkle and soil free uniforms during their entire shift or when in view of the public. Management reserves the right to prohibit Team Members from working if uniforms do not meet standards or if they are over worn, ripped, soiled or otherwise not in keeping with the desired image. Team Members are to maintain issued uniforms in good repair and must use the Wardrobe department for any alterations or repairs to the uniforms.

Team Members are required to wear all black, leather (or leather-like) closed-toe shoes, with no visible or obvious logos. Work boots may be permitted for certain departments such as Facilities.

Group 2 – Front of House and Heart of House Non-Uniformed Team Members (business casual dress allowed)

Clothing suitable for office environments; business casual pant, slacks, dress pants, khakis, skirt, or dress paired with appropriate button down or collared shirts, dress shirts, polo shirts, blouse, knit top, or sweater. Business casual or business dress shoes. Athletic shoes and work boots are not permitted.

Group 3 – Front of House and Heart of House Non-Uniformed Team Members (business dress required)

Full coordinating business suit; sports jacket or blazer with coordinating pant, skirt or dress. Business casual or business dress shoes. Athletic shoes and work boots are not permitted.

Because it is difficult to define every aspect of image standards and because standards can be subjective, management in its sole discretion, reserves the right to make the final determination regarding required attire throughout the casino and any exceptions to such guidelines. Departments may have supplemental guidelines more stringent than these. Management, in its sole discretion, also reserves the right to determine if a Team Member is meeting the standards of hygiene and attire that are in keeping with Rivers Casino & Resort’s desired image.

Specialty days – Certain Team Members may be permitted to wear Game Day jerseys for local professional sports teams, Rivers Casino & Resort T-shirts/polo shirts, shorts etc. on various days. The policies for and dates of specialty days shall be communicated by Human Resources.

Section 7.7 Compliance During an Investigation

All Team Members are required to provide assistance during an internal investigation. Human Resources, Security and/or Surveillance representative will contact management, address the issue, and request the assistance of those who are relative to the investigation. Team Member cooperation in internal investigations will include, but is not limited to, reporting to work on off-days with compensation for actual time involved with the investigation procedure.

Section 7.8 Performance Improvement Policy

Rivers Casino & Resort believes Team Members should perform to acceptable job and workplace behavior standards. In the event Team Members do not meet those standards, one or more performance improvement actions outlined below shall be taken in an effort to effect desired change.

The types of performance improvement actions listed below are not necessarily progressive in nature. Progression through these actions is not required, and should not be considered an entitlement.

Management, in its sole discretion, reserves the right to take appropriate action; choosing any of the actions described below, up to and including the immediate termination of a Team Member’s employment in an effort to improve performance or workplace behaviors. When determining appropriate action, management will consider relevant factors, including but not limited to, facts, circumstances, behavioral norms, severity of policy violations or performance concerns and/or a Team Member’s overall work history.

Section 7.9 Performance Improvement Actions and Notices

It is extremely important to the success of our business that Rivers Casino & Resort's policies and procedures are followed. Violation of one of our policies or procedures contained in this handbook, or in a house rule otherwise communicated in the casino, or that may otherwise exist as communicated to Team Members, may result in disciplinary action. Whenever one of the performance improvement actions described below is taken, the action shall be accompanied by a notice to the Team Member that includes specific information about the nature of the performance problem, policy violation or conduct concern. The notice will advise the Team Member of desired performance or behavioral changes, and the consequences if change does not occur.

Depending on the circumstances surrounding the violation, discipline may begin at any of the following steps:

Documented Written Warning

Written Warning 1

Written Warning 2

Final Written Warning

Investigative Suspension: Investigative suspensions may be required in situations where time is needed to adequately investigate performance concerns, conduct issues or serious policy violations. Findings from the investigation may result in a Team Member returning back to work with or without compensation for lost time; or additional action up to and including termination of employment.

Termination of Employment: A Team Member who is not performing satisfactorily, or who commits serious or numerous policy, conduct or performance offenses may be subject to termination of employment. Human Resources will review and approve management's request for termination.

Performance improvement actions and notices will remain active for a period of 12 months. Therefore, for Team Members who complete 12 months of employment at Rivers Casino & Resort without any further actions requiring performance improvement actions and notices, the pre-existing performance improvement actions and notices will become null and void, although they will remain in the Team Member's file as inactive documents for historical purposes (and may be taken into account to determine a pattern of conduct that exceeds 12 months). Final written warnings, at the sole discretion of the General Manager or the Vice President of Human Resources, may be specified for an indefinite period of time over the 12 month standard based on the severity and/or repetition of the violation.

Section 7.10 Problem Resolution Process

All Team Members can expect to be treated with fairness and respect. Rivers Casino & Resort recognizes that challenges and conflicts do sometimes occur, which can result in concerns or misunderstandings. Rivers Casino & Resort encourages an open and honest work atmosphere where Team Members can bring forth their concerns or problems resulting from the day-to-day application of policies and procedures. In an effort to resolve problems proactively, Team Members are encouraged to take the steps outlined below. (Team Members are encouraged to follow the reporting process outlined in the Anti-Harassment policy for concerns related to that policy).

Step 1:

We encourage you to discuss the concern with your immediate supervisor in an effort to ensure your supervisor is fully aware of your concern. Give your supervisor an opportunity to resolve your issue quickly.

Step 2:

Should the supervisor be the source of the problem, fail to resolve the problem to your satisfaction, or fail to follow up with you, we encourage you to next discuss the concern with your department manager. Ideally, it is best to resolve the problem at the department level. The department manager will listen to your problem, research the issues and respond back to you with findings that may or may not support your position.

Step 3:

If the meeting with the department manager does not resolve your problem to your satisfaction, we encourage you to visit the Human Resources Department and submit your problem in writing to a Human Resources representative. The Human Resources Representative will thoroughly review available information and conduct additional research, if necessary, to obtain all facts related to the problem. Additional research may include interviews with you, management, witnesses; review of policy language or applicable law; or review of personnel or payroll information. The Human Resources Representative will respond to you with findings that may or may not support your position on the problem.

Step 4:

If you disagree with the Human Resources Representative's findings and believe the problem warrants further review, you may request in writing that the VP of Human Resources conduct a review of step three. After studying the problem and findings, the VP of Human Resources will make a decision that may or may not support your position on the problem. In matters unrelated to a suspension or termination which is eligible for an appeal to the Rivers Casino Peer Review Board, the decision of the VP of Human Resources and General Manager will be final.

Step 5:

If your employment is suspended or terminated and you believe that action is not consistent with River's policies, you may qualify for a Rivers Casino & Resort Peer Review Board only after completing the steps outlined above.

Section 7.11 Team Member Peer Review Board

Rivers Casino & Resort desires to treat all of its Team Members with respect. One of the ways in which we endeavor to accomplish this is by giving Team Members the ability to identify and participate in the resolution of matters that are of concern to them.

The Peer Review Process, as its name suggests, represents a method by which non-management Team Members may have a panel review certain actions taken by management (not including any violations of the gaming regulations, attendance standards or public policy). The panel has the authority to review a termination, but may not alter Rivers Casino & Resort policies.

The Peer Review is not, however, meant to replace or interfere with the operation of the Problem Resolution process, as we believe it would be unhealthy and counterproductive to discourage Team Members and their managers from resolving their differences informally and directly. Team Members are still encouraged to bring their concerns to their supervisors or managers, and managers and supervisors are likewise expected to encourage Team Member input, listen to Team Member concerns and make their best efforts to resolve issues or problems.

Team Members should reference the detailed policy and process, available from Human Resources, to learn more about the Team Member Peer Review Process.

Section 7.12 Separation of Employment

All employment at Rivers Casino & Resort is at-will, which means that both the Team Member and Rivers Casino & Resort can choose to end the employment relationship at any time, with or without advance notice, for any or no reason. Only the CEO, COO or General Manager of Rivers Casino & Resort is authorized to modify Rivers Casino & Resort's at-will employment policy or enter into any agreement contrary to this policy. Any such modification must be in writing and signed by the CEO, COO or General Manager of Rivers Casino & Resort.

Rivers Casino & Resort requests at least two weeks' written resignation notice from all Team Members. Absent extraordinary circumstances, if a Team Member is terminated for misconduct/performance issues or fails to provide two weeks advance notice, the Team Member will be considered ineligible for rehire.

If you resign your employment in writing with a two week notice of resignation and work all scheduled shifts during that two week period (if requested to do so), you will be paid for any unused PTO that has been accrued through your last day of work. However, if Rivers Casino & Resort, in its sole discretion, terminates your employment for poor performance and/or violation of policies or procedures, or you fail to submit in writing a two week notice of resignation and/or fail to work all scheduled shifts during that two week period (if requested to do so), your accrued, unused PTO will not be paid out.

All Rivers Casino & Resort property must be returned by Team Members on or before their last day of work. Rivers Casino may take action deemed appropriate to recover or protect its property.

Team Members are prohibited from gambling at Rivers Casino & Resort for thirty days after they are no longer employed.

Team Members that are terminated for misconduct/performance issues or fail to provide two weeks' advance notice are prohibited from visiting Rivers Casino & Resort for a minimum of thirty days, and may receive a ban from property (depending on the circumstances) up to an including a permanent ban, after they are no longer employed.

APPENDIX A

FAMILY AND MEDICAL LEAVE (“FMLA”) POLICY

Team Members may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides Team Members information concerning FMLA entitlements and obligations Team Members may have during such leaves. If Team Members have any questions concerning FMLA leave, they should contact FMLA Source at (877) 462-3652 or online at fmlasource.com or the Human Resources Department.

I. Team Members Eligible for FMLA Leave

FMLA leave is available to “eligible employees.” To be an “eligible employee,” a Team Member must: (1) have been employed by the Company for at least 12 months (which need not be consecutive); (2) have been employed by the Company for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

The determination of whether a Team Member has worked for the Company for at least 1,250 hours in the past 12 months and has been employed by the Company for a total of at least 12 months must be made as of the date the FMLA leave is to start. If Team Members are on “non-FMLA leave” at the time they meet the FMLA eligibility requirements, only that portion of leave taken for FMLA-qualifying reasons after they meet the FMLA eligibility requirements would be designated as “FMLA leave.”

When a Team Member requests FMLA leave, or when the Company acquires knowledge that a Team Member’s leave may be for an FMLA-qualifying reason, the Company must notify the Team Member of the Team Member’s eligibility to take FMLA leave within five business days, absent extenuating circumstances. Team Member eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period. All FMLA absences for the same qualifying reason are considered a single leave and Team Member eligibility as to that reason for leave does not change during the applicable 12-month period.

II. Team Member Entitlements for FMLA Leave

As described below, the FMLA provides eligible Team Members with a right to leave, continued health insurance benefits and, with some limited exceptions, job restoration, for certain family and medical reasons.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible Team Members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. The 12 month period is determined by measuring forward from the date a Team Member’s first FMLA leave begins. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the Team Member’s child after birth, or placement for adoption or foster care;
- To care for the Team Member’s spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;

- For the Team Member’s own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the Team Member unable to perform one or more of the essential functions of the Team Member’s job; and/or
- Because of any **qualifying exigency** arising out of the fact that the spouse, son, daughter or parent of the Team Member is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

Entitlement to FMLA leave for the birth of a Team Member’s child expires at the end of the 12-month period beginning on the date of the birth.

When spouses are both employed by the Company and eligible for FMLA leave, they will be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth of the Team Members’ child or to care for the child after birth, for the placement of a child with the Team Member for adoption or foster care or to care for the child after placement, or to care for the Team member’s parent with a serious health condition.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Team Member from performing the functions of the Team Member’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible Team Member who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the covered servicemember with a serious injury or illness. Leave to care for a covered servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible Team Member takes leave to care for the injured covered servicemember..

When, during the “single 12-month period,” leave qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition, the Company will designate such leave as leave to care for a covered servicemember in the first instance and such leave shall not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with other FMLA leave, the Company may retroactively designate leave as leave to care for a covered servicemember.

A “**covered servicemember**” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered servicemembers also includes a veteran who is discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible Team Member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

Note: The FMLA definitions of a “serious injury or illness” applicable to current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, Team Members also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the Team Member or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. Protection of Group Health Insurance Benefits

During FMLA leave, eligible Team Members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

E. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, Team Members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify Team Members if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible Team Member’s FMLA leave.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible Team Member’s FMLA leave. While on continuous FMLA leave, Team Members will not continue to accrue PTO. Team Members should check with Human Resources regarding the treatment of benefits while on continuous leave, (other than health insurance benefits).

F. Notice of Eligibility for, and Designation of, FMLA Leave

Team Members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, Team Members are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company’s designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the Team Member’s leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to Team Members provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the Team Member. In all cases where leaves qualify for FMLA protection, the Company and Team Member can mutually agree that leave be retroactively designated as FMLA leave.

III. Team Member FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Team Members must timely notify the Company of their need for FMLA leave, as described below.

1. Content of Team Member Notice

To trigger FMLA leave protections, Team Members must inform FMLA Source at (877) 462-3652 or the Company Human Resources Department of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team Members may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, Team Members might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, is not sufficient notice for FMLA leave under this policy. Team Members must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If Team Members fail to explain the reasons for FMLA leave, the leave may be delayed or denied. When Team Members seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Team Member Notice

Team Members must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, Team Members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team Members who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Team Members must also follow the Company's usual and customary notice and procedural requirements when requesting FMLA leave, absent unusual circumstances. Those requirements include: calling FMLA Source at (877) 462-3652 and following specific departmental call in procedures. If Team Members fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied provided that Team Members have not otherwise provided timely notice as required by the FMLA regulations.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers To Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, Team Members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of a Team Member's health care provider. Team Members must consult with the Company prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both the Company and the Team Members, subject to the approval of a Team Member's health care provider. If Team Members providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require Team Members to attempt to make such arrangements. All such treatment schedules and arrangements are subject to the approval of the Team Member's health care provider.

When Team Members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the Team Member or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer Team Members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the Team Members are qualified and which better accommodate recurring periods of leave.

When Team Members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, Team Members must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and Team Member shall attempt to work out a leave schedule that meets the Team Member's needs without unduly disrupting the Company's operations, subject to the approval of the Team Member's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, Team Members will be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the Team Member's responsibility to provide the Company with timely, complete and sufficient medical certifications. Team Members must provide FMLA medical certifications within 15 calendar days after the Company/FMLA Source makes a request, unless it is not practical to do so despite a Team Member's diligent, good faith efforts. The Company will inform Team Members if submitted medical certifications are incomplete or insufficient and provide Team Members at least seven calendar days to cure deficiencies. The Company will delay or deny FMLA leave to Team Members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the Team Member's permission, the Company (through individuals other than a Team Member's direct supervisor) may contact the Team Member's health care provider to authenticate or clarify completed and sufficient medical certifications. If Team Members choose not to authorize the Company to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Team Members requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or servicemember. If Team Members provide at least 30 days notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require Team Members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require Team Members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the Team Member.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require Team Members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify Team Members if recertification is required and will give Team Members at least 15 calendar days to provide medical recertification.

Generally, the Company may request medical certification no more often than every thirty days and only in connection with an Team Member's absence. If medical certification indicates the minimum duration of the condition is more than 30 days, the Company will wait until that minimum duration expires before requesting medical recertification. In all cases, the Company may request recertification of a medical condition every six months in connection with a Team Member's absence.

The Company may request certification in less than 30 days, or before the minimum duration of the condition has elapsed, if: a) Team Members request extensions of leaves; b) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, etc.); or c) the Company receives information casting doubt upon a Team Member's stated reason for the absence or the continuing validity of a certification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified otherwise, Team Members returning to work from FMLA leaves taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the Team Members' ability to perform the essential functions of the Team Members' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until Team Members provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time Team Members seek leave due to qualifying exigencies arising out of the covered active duty of a covered military member or call to covered active duty status of a military member, the Company may require Team Members to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and 2) a certification from the Team Member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team Members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require Team Members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by Team Members set forth additional information provided by the Team Member and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Team Members must use any accrued paid time while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with a Team Member's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow Team Members to use accrued paid time to supplement any paid disability benefits.

F. Pay Team Member's Share of Health Insurance Premiums

As noted above, during FMLA leave, Team Members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies Team Members of other arrangements, whenever Team Members are receiving pay from the Company during FMLA leave, the Company will deduct the Team Member portion of the group health plan premium from the Team Member's paycheck in the same manner as if the Team Member was actively working. If FMLA leave is unpaid, Team Members must pay their portion of the group health premium by sending a check to Human Resources, who will make arrangements with the Team member before or during their FMLA leave.

The Company's obligation to maintain health care coverage ceases if a Team Member's premium payment is more than 30 days late. If a Team Member's payment is more than 15 days late, the Company will send a letter notifying the Team Member that coverage will be dropped on a specified date unless the co-payment is received before that date. If Team Members do not return to work within 30 calendar days at the end of the leave period (unless Team Members cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

G. Report Periodically Concerning Intent to Return to Work

Team Members must contact the Company periodically (e.g., at least once a month) regarding their status and intention to return to work at the end of the FMLA leave period. If a Team Member's anticipated return to work date changes and it becomes necessary for the Team Member to take more or less leave than originally anticipated, the Team Member must provide the Company with reasonable notice (i.e., within 2 business days) of the Team Member's changed circumstances and new return to work date. If Team Members give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

IV. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Team Member Handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If Team Members believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Team Members also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Additional Definitions:

“Spouse” means a husband or wife, and includes an individual in a same-sex or common-law marriage that either: (1) was entered into in a State that recognizes such marriages; or (2) if entered into outside of the United States, is valid in the place where entered into and could have been entered into in at least one State.

“Parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Team Member when the Team Member was a son or daughter as defined below. This term does not include parents “in law.”

“Son or daughter” means, for purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence. The age when the disability occurs is irrelevant to determine whether an adult son or daughter has a mental or physical disability.

- (1) **“Incapable of self-care”** means that the individual requires active assistance or supervision to provide daily self-care in three or more of the “activities of daily living” (ADLs) or “instrumental activities of daily living” (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities

of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

- (2) **“Physical or mental disability”** means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.
- (3) Persons who are **“in loco parentis”** include those with day-to-day responsibilities to care for and financially support a child, or, in the case of a Team Member, who had such responsibility for the Team Member when the Team Member was a child. A biological or legal relationship is not necessary.

“Adoption” means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave.

“Foster care” is 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

“Son or daughter on covered active duty or call to covered active duty status” means the Team Member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Team Member stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.

“Son or daughter of a covered servicemember” means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the servicemember stood in loco parentis, and who is of any age.

“Serious injury or illness” means:

(1) In the case of a **current member of the Armed Forces**, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating; and

(2) In the case of a **covered veteran**, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or

(ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(iii) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.

“Health Care Provider” means: (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; (2) podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-Ray to exist) authorized to practice under the State law and performing within the scope of their practice as defined by State law; (3) nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized under State law and performing within the scope of their practice as defined by State law; (4) Christian Science practitioners (may be required to submit to second or third certification through examination - not treatment of a health care provider); (5) any other health care provider from whom the employer or the Team Member's group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and (6) a health care provider who practices in a country other than the United States who is authorized to practice in accordance with the laws of that country and is performing within the scope of his or her practice as defined under such law.

For purposes of leave taken to care for a covered servicemember, any one of the following health care providers may complete such a certification: (1) a United States Department of Defense (“DOD”) health care provider; (2) a United States Department of Veterans Affairs (“VA”) health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider; or (5) any “health care provider” as defined in 29 CFR §825.125.

**Notice to Employees Of Rights Under FMLA (WHD Publication 1420) (Revised February
2013)**

**EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

Effective as of February 13, 2017

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Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

**The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".*

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

**Special hours of service eligibility requirements apply to airline flight crew employees.*

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:

1-866-4US WAGE (1-866-487-9243) TTY: 1-877-899-5627

WWW.WAGEHOUR.DOL.GOV