



## **Wynn Site Development**

# **Employee Handbook: BENEFITS**

**Updated September 26, 2022**

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## 7.0 BENEFITS

### 7.1 Bereavement Leave

Wynn Site Development recognizes the importance of taking leave when there is a death in the family.

Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

Full-time employees who have completed 90 days of service are eligible for 3 days of unpaid bereavement leave for the death of an immediate family member. These days are to be taken consecutively within a reasonable time from the day of the death or day of the funeral, and may be split only with prior written approval from the Director of Human Resources. Employees should make their supervisor and the Director of Human Resources aware of their situation and the reason and length of the employee's absence.

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

### 7.2 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Wynn Site Development employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements. Contact Human Resources to learn more about your COBRA rights.

### 7.3 Continuing Education and Tuition Assistance

We believe in the continuing education of our employees. If Wynn Site Development sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time. If you are interested in attending an outside class and having the Company pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the Company may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your Supervisor approves of your attendance at a class that is not sponsored by the Company, you will be reimbursed once you have attended and paid for the class.

## 7.4 Dental Insurance

All regular full-time employees who have completed 90 days of employment at Wynn Site Development are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

## 7.5 Employer-Sponsored Disability Benefits

Wynn Site Development offers the following employer-sponsored disability insurance benefits to employees when they miss work due to non-work-related disabilities.

### Eligibility

All full-time employees employed for at least 90 days are eligible for employer-sponsored Short-Term Disability/Long-Term Disability insurance benefits.

### Short-Term Disability Insurance

Short-Term Disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.

### Long-Term Disability Insurance

Long-Term Disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. Check your plan documents for details about benefit payments and duration.

### Additional Information

The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact the Director of Human Resources for a copy of the plan provisions, required forms, and additional information about these benefits.

## 7.6 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Wynn Site Development provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a rolling forward 12-month period measured from the date an employee uses any leave under this policy. Each time the employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means 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 FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset

stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.

- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned

medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Director of Human Resources. Within 5 days after the employee has provided this notice, will complete and provide the employee with the DOL notice of eligibility and rights. When the need is foreseeable, the employee must provide the company at least 30 days written notice.

#### *Certification of Need for Leave*

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Director of Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### *Call-In Procedures*

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### *Paid Leave Utilization During FMLA Leave*

FMLA leave is unpaid; however, you will be required to substitute any accrued and unused paid leave (e.g., vacation/paid time off/sick days/personal days) for unpaid FMLA leave as permitted by law.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

### **Leave Increments**

#### **Intermittent Leave**

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### **Parental Leave**

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### **Family Care, Personal Medical, Military Exigency, and Military Care Leave**

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### **Fitness for Duty Requirements**

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.



### Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.7 Health Insurance**

Wynn Site Development offers group health insurance benefits to all eligible full-time employees who have completed (90) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Director of Human Resources.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## **7.8 Holidays**

Wynn Site Development offers the following paid holidays each year:

- New Year's Day
- Independence Day
- Thanksgiving
- Christmas (schedule will be posted)

If any of the holidays designated above fall on a weekend, the Director of Human Resources will notify the employee as far in advance as possible which day the company will observe the holiday.

If a holiday falls on your regular day off, ask your Supervisor how it affects you.

Employees must work their normally scheduled day immediately before and after the holiday to be paid for the holiday, unless pre-approved for PTO by the Director of Human Resources.

You will be compensated for holidays in accordance with federal and state law.

## **7.9 Life Insurance**

Wynn Site Development provides life insurance to all regular full-time employees who have completed 90 days of employment with the Company. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

## **7.10 Military Leave (USERRA)**

Wynn Site Development complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

## **7.11 Paid Time Off (PTO)**

Wynn Site Development provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

### Eligibility

All full-time regular employees are eligible to receive PTO after completing 90 days of employment.

### Deposits Into Your Leave Account

PTO is calculated according to the calendar year.

The amount of PTO received each year is based on your length of service and is granted in a lump sum at the beginning of each year.

- Exempt Managers: 2 weeks (10 days) annually.

- Non-Exempt Administrative: 2 weeks (10 days) annually.
- Foreman (Hourly): 2 weeks (10 days) annually.
- Non-Exempt Field (Hourly): 1 week (5 days) per year (after 1 year of employment)

Eligible employees must be scheduled to work at least 30 hours per week on a regular basis. Employees working less than 30 hours per week on a regular basis, on-call, and temporary employees are not eligible to accrue PTO.

PTO begins accrual upon hire or transfer into a benefit- eligible position, however PTO accruals are available for use in the pay period following completion of their 1 year anniversary of employment.

#### Leave Usage and Requests for Leave

Company encourages you to use your PTO time. You are eligible to begin using PTO as soon as it is received.

You must request PTO from your Supervisor as far in advance as possible, but at least 2 weeks in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment may determine priority in scheduling PTO times.

#### During a Leave of Absence

Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

#### Carryover

You may not carry over unused PTO] to the following year. Any unused PTO will be forfeited at the end of the year.

#### Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused PTO time.

### **7.12 Personal Leave of Absence**

Wynn Site Development recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All full-time employees employed for at least 90 consecutive days are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your Supervisor and the Director of Human Resources in writing at least 10 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

You are responsible for payment of your portion of the insurance premium while on personal leave as well as the portion of the benefits that has been paid for by the company. Employees will have the opportunity of continuing their benefits for a maximum period of 18 months by paying the monthly COBRA premiums.

If you are on a personal leave of absence that exceeds 30 days as shown in the benefit plan document, or you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 10 days in advance of the return date. Leave extensions will be considered on a case- by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

### Return to Work

In advance of your scheduled return date, your Supervisor and the Director of Human Resources will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

## **7.13 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Wynn Site Development and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## **7.14 Vision Care Insurance**

All regular full-time employees who have completed 90 days of employment at Wynn Site Development are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

## **7.15 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Wynn Site Development, no matter how slightly, you are to report the incident

immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.