

# Marathon Petroleum Educational Leave Policy

**Effective January 1, 2019** 



# Educational Leave Policy

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## **Educational Leave Policy**

#### I. Purpose

An Educational Leave is an unpaid leave available to current employees for the purpose of furthering their education when the additional education will be beneficial to the performance of the employee in their current position, related positions within the Company, or a position to which the employee could reasonably expect to attain upon completion of the additional education. It is within the Company's sole discretion to make these determinations.

#### II. Eligibility

Educational leaves are available to Regular employees who work on a "full-time" basis or "part-time" basis so that an extended absence from the job to attend a college or university will not permanently sever their employment with the Company.

For purposes of benefit eligibility, Regular "full-time" basis means the employee has a normal work schedule of at least 40 hours per week or at least 80 hours on a bi-weekly basis. Regular Part-time means the employee is a non-supervisory employee who is employed to work on a part-time basis (minimum of 20 hours but less than 35 hours per week), and not on a time, special job completion, or call when needed basis.

Andeavor Acquired Employees<sup>1</sup> and employees hired at legacy Andeavor locations are excluded from eligibility under this Policy. These employees will follow the Andeavor policies and/or practices that were in effect immediately prior to January 1, 2019.

#### III. Consideration of Leave

The following factors should be taken into consideration before recommending a leave:

- Present position
- Employee's record
- Length of absence
- Course of study
- Employee's prior service
- Expectancy of employee's return
- Direct or indirect benefit to the Company
- The possibility of rehiring the employee at their present or better classification.

The education being pursued should be applicable to the employee's current position or to a position the employee could reasonably expect to attain upon completion of the education.

<sup>&</sup>lt;sup>1</sup> For purposes of this Policy, "Andeavor Acquired Employee" means an individual who both (1) was an employee of an Andeavor Entity on October 1, 2018, and (2) remained an employee of either an Andeavor Entity or MPC Entity as of January 1, 2019. For these purposes, "Andeavor Entity" means any direct or indirect subsidiary of Andeavor LLC or of Andeavor Logistics LP, and "MPC Entity" means Marathon Petroleum Corporation and each of its controlled group member affiliates. An Andeavor Acquired Employee does not include any individual who terminates employment with any Andeavor Entity or MPC Entity on or after October 1, 2018, and before January 1, 2019, who is subsequently re-hired by any Andeavor Entity or MPC Entity.

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#### IV. Duration of Leave

Educational Leaves must be at least 30 days in duration. Shorter-term absences may be granted under the Permissible Absences for Personal Reasons Policy at the discretion of the employee's supervisor.

The duration of any leave must be consistent with the educational goal being sought, as follows:

- **Undergraduate Programs:** An Educational Leave for an undergraduate program is restricted to employees who will complete their final year of degree requirements within the leave period. Leaves for an undergraduate program are restricted to a **maximum of one year**.
- **Graduate Programs:** An Educational Leave for a Graduate level program is restricted to employees who will complete their degree requirements within the leave period. Leaves for a graduate level program are restricted to a **maximum of two years**.

An expected expiration date must be set before the leave commences. If an employee is granted a leave for more than one year, progress must be reviewed annually by their supervisor to determine if it is in accordance with the original conditions of the leave and is in the best interest of the Company.

Under no circumstances, including exceptional cases, may the duration of an Educational Leave extend beyond 24 months, per the Company's Neutral Discharge Practice.

#### V. Benefits Status During Educational Leave

Benefit plan status while an employee is on an Educational Leave is provided under the terms and conditions of each respective plan. Specific provisions governing the status of each benefit can be found in the respective plan document. A summary of the status of all benefit plans while on any type of leave of absence can be found in the document titled "Benefit Status for Leaves of Absence."

### VI. Compensation During Educational Leave

An employee on an Educational Leave receives **no** compensation from the Company unless they are periodically employed while on leave, as discussed below.

An employee's merit eligibility date is unaffected by an Educational Leave.

### VII. Periodic Employment While on Leave

An employee on Educational Leave will be permitted to periodically work for the Company and continue their leave status under the Educational Leave Policy.

For periods of such employment, the individual rights and benefits provided under the Retirement Plan and Thrift Plan (employee will return to Active Status) will be permitted, as provided by the respective plans, as if the individual was not on an Educational Leave. Additionally, such employment will restart the clock for the purpose of determining maximum leave under the **neutral discharge practice**.

**Note:** Periodic employment does **not** extend the expiration date which was set when the leave began. Degree requirements must still be completed within the leave period.

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For all other purposes, including job reinstatement after completion of the Educational Leave, the employee must be considered as though on an Educational Leave for the full duration of the leave even though the employee worked for the Company periodically during such leave of absence, unless otherwise specifically provided in the Educational Leave Policy.

Employees are not permitted to perform services in any position of employment with any employer other than Marathon Petroleum Corporation and any of its subsidiaries or affiliates while on an approved leave of absence, whether paid or unpaid and including Educational Leave, without prior written authorization from the Company.

#### VIII. Job Reinstatement

It is expected that the employee will return to work for the Company when the leave expires. However, job reinstatement for employees returning to work from an Educational Leave is not an entitlement and depends on the Company's employment needs at the time the leave ends.

If no suitable employment is available at the time the leave ends, the employee's employment with the Company will terminate. The termination date will be the later of (1) the date the determination is made that no suitable employment exists; or (2) at the conclusion of the leave period granted to the employee.

Employees will be considered to have resigned from the Company:

- If they have not returned to work when their leave expires and suitable employment is available;
  or
- If they notify the Company that they do not intend to return to work.

In these cases, the resignation will be effective upon the leave end date.

An employee who returns to work for at least one calendar day is considered to have "returned" to work.

### IX. Participation by Affiliates

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit subsidiaries and affiliated companies to participate in the Policy. Currently, these participating companies include Marathon Petroleum Service Company, Marathon Petroleum Logistics Services, Marathon Refining Logistics Services LLC, MW Logistics Services LLC, and Treasure Card Company LLC.

For purposes of the Policy: (i) the term "Company" and other similar terms means Marathon Petroleum Company LP and, where the context requires, such participating affiliates; and (ii) the term "Employee" and other similar terms mean an eligible employee of Marathon Petroleum Company LP, and, where the context requires, an eligible employee of a participating affiliate.

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#### X. Approval of Leave

Educational leaves require the approval of management up to and including the Vice President of the respective employing organization. The individual who has overall Human Resources responsibility for the employee's organization, or in the absence thereof, for the following areas: Refining, Midstream, or Corporate & Commercial Services reviews all leave requests for completeness and compliance with Policy provisions and has final approval authority.

#### XI. Further Information

Benefits Administration and Human Resources personnel coordinate the administration of the Educational Leave Policy throughout the Company.