



# **Marathon Petroleum Occupational Short Term Disability Program**

**Effective January 1, 2022**





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# Occupational STD Program



## I. Purpose

The Marathon Petroleum Occupational Short Term Disability Program (“OSTD” or “Program”) provides protection against loss of income for you if you are temporarily unable to work because of a work-related disability, including both illness and injury.

## II. Eligibility

You are eligible for coverage under this Program if you meet each of these requirements:

- A. You are classified as a Regular employee who works on a full-time or part-time basis; and
- B. If you are subject to a collective bargaining agreement, that collective bargaining agreement expressly provides for participation in this STD Program.

Provided, however, you are not eligible for coverage under this Program if:

1. You are an employee classified as a Casual employee or Intern; or
2. You are in an employee group for whom another short term disability/sick benefit program has been established to which the Company or another member of the controlled group to which Marathon Petroleum Corporation belongs makes contributions or provides benefits.

For purposes of the Program’s eligibility requirements:

- Regular employee includes International Commuter and Seasonal employees.
- “Full-time” means you have a normal work schedule of at least 40 hours per week or at least 80 hours on a bi-weekly basis.
- “Part-time” means you are a non-supervisory employee who works on a part-time basis (minimum 20 hours but less than 35 hours per week) and not on a time, special job completion, or call when needed basis.

If you lose eligibility under the terms of the Program because of a change in your normally scheduled hours, the effective date of the termination of eligibility will be determined by the date of the change in your normally scheduled hours.

## III. Enrollment

You are automatically enrolled in this Program as of the date you meet the eligibility requirements, as described in Eligibility.

## IV. Cost

This Program is provided entirely at Company cost.

## V. When Coverage Begins

If you are eligible, you are generally covered under the Program as of their first day of employment. If you are not actively at work on the day your coverage would otherwise begin, coverage will begin on the day your employment starts (or return to) active full-time work.



## **VI. When Coverage Ends**

Coverage ends on the earlier of the date:

- A. Your employment ends for any reason;
- B. You no longer meet the Program's eligibility requirements; or
- C. On which the Program is terminated.

## **VII. Definition of Disability**

Occupational disability is a medically determinable injury, illness, or condition that you incur as a result of performing services in active employment with the Company and which prevents you from performing the material duties of your occupation.

## **VIII. Notice of Disability**

Disabilities incurred while at work must be reported prior to leaving the worksite. Failure to provide timely notice in accordance with local established procedures may result in a delay in the commencement of OSTD benefits or the loss of eligibility for such benefits.

## **IX. When Benefits Begin**

OSTD benefits begin upon commencement of your approved occupational disability and you:

- A. Are an eligible employee;
- B. Are absent from work due to a qualifying disability;
- C. Have notified your supervisor of the disability absence; and
- D. Have submitted a claim for benefits and that claim is approved.

## **X. When Benefits End**

OSTD benefit payments end on the earlier of the date:

- A. You have exhausted all weeks of OSTD;
- B. You refuse to comply with the procedural requirements of this Program;
- C. You no longer meet the definition of disability; or
- D. Your employment ends for any reason.

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## **XI. Benefits**

Your OSTD benefit for a qualifying disability will be calculated based upon a percentage of your base salary. If you are eligible for an OSTD benefit, you will not be eligible for any benefits under the Marathon Petroleum Short Term Disability Program or the Marathon Petroleum Short Term Disability Plan for Specified Employees.

For these purposes, base salary generally refers to wages payable for the performance of services in accordance with your normal work schedule, plus any additional pay or allowances such as area differential, cost of living, housing, temporary hardship, or overseas premium to which you may be entitled, as in effect prior to the disability. (Unscheduled overtime, shift differential, other premium pay, commissions, bonuses, suggestion awards, military pay, travel pay, or other types of special pay or allowances shall be excluded from OSTD pay.) The applicable percentage will be 100% or 50%, depending on the length of your disability

The maximum benefit period of your disability benefit under this Program is 52 weeks for any single occupational disability. Accordingly, benefits for a subsequent qualifying occupational disability will be at 100% of base salary until that benefit is exhausted, with the remainder based upon 50% of base salary.

Although the benefit amount is expressed in weeks, your benefit and use of benefits may be administered in hours. The number of hours in a “week” is defined as the average number of hours in your regular annual work schedule divided by 52.

OSTD benefits are treated as pay for purposes of other applicable benefit plans including, but not limited to, the Marathon Petroleum Thrift Plan, Retirement Plan, 125 Plan, and Health Care Flexible Spending Account Plan.

Periods of non-occupational disability will be managed separately from the OSTD Program in computing the calendar year benefit maximum.

## **XII. Benefit Reductions**

Your OSTD benefits will be reduced by any income you are eligible for or entitled to under:

- A. Any applicable Workers’ Compensation law (or similar coverage); and/or
- B. Any disability compensation in lieu of wages paid to you under the Federal Jones Act, Federal Employers’ Liability Act, or any other federal or state disability compensation program, including Social Security.

These benefits are taken into account regardless of whether an award is actually received or whether you have timely enrolled or applied for such benefits or payments. Nonetheless, this reduction applies only to 100% benefits.

Additionally, all benefits will be reduced by any award or settlement received from a third party to compensate for lost wages resulting from such disability for which such third party (including an insurer) is responsible, as well as any amount of income received from self-employment or from providing services to a third party. Benefits under the OSTD Program, when aggregated with payments you receive from other sources may not exceed 100% of base salary.

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If you receive any disability payments, awards, or settlements, such as those described in this Section XII, you are required to immediately provide the Company notice of the payment(s) for a determination of offset to benefits under this Program. Failure to do so will terminate your eligibility for participation in this Program and may result in disciplinary action up to and including discharge.

## **XIII. Multiple Disabilities**

### **If You Become Disabled Again**

If you receive OSTD benefits, recover from disability, return to work, and then subsequently become disabled with a different occupational disability, you will be eligible for a restored bank of 26 weeks at 100% benefit and 26 weeks at 50% benefit.

### **If Your Disability Continues into the Next Calendar Year**

If you are receiving OSTD benefits on January 1 of a calendar year based on a disability that started in the prior calendar year, your OSTD benefits will be based on the OSTD benefit schedule in effect when your disability began. There is no refresh of benefits on January 1 for any disability.

## **XIV. Benefits in Connection with Other Absences**

- A. If you are receiving benefits under this OSTD Program and you are eligible for leave under the Family and Medical Leave Act of 1993 (as amended), your qualified unpaid FMLA leave period will run concurrently with your period of OSTD benefits. Refer to the Family and Medical Leave Act on [www.myMPCbenefits.com](http://www.myMPCbenefits.com) for additional information.
- B. Vacation benefits may be used in connection with an absence due to disability if requested by you, subject to the provisions of the Marathon Petroleum Vacation Plan.
- C. If you are eligible to receive OSTD benefits and a holiday occurs while the you are off work, you will receive the regular holiday absence allowance which will not be charged against OSTD benefits, except where collective bargaining agreements and/or local practices differ.
- D. Rehires, and employees returning from Educational Leave, Personal leave, seasonal layoff or work stoppage<sup>1</sup> immediately qualify for OSTD benefits, offset by any OSTD benefits used for the same qualifying disability prior to their date of rehire/return. (As a result, the total OSTD benefits for a single disability cannot exceed OSTD benefits that they would have otherwise had.)
- E. Transferred employees from a non-participating employer immediately qualify for OSTD benefits, offset by any OSTD benefits used for the same qualifying disability prior to their date of transfer.

<sup>1</sup> "Work stoppage" for purposes of this Plan means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees, and includes a strike or lockout. Whether a work stoppage exists shall be determined by the Company in its sole discretion.



## **XV. Administrative Procedures**

In order to qualify for benefits under the OSTD Program, you must report your disability in accordance with the established procedures for reporting absences at your worksite. You must report your disability before leaving the worksite. Once your absence has been properly reported, your supervisor or timekeeper will ensure that your OSTD absences are reported in the time reporting system. You will receive OSTD benefits as part of your regular payroll check.

You must also present evidence satisfactory to Absence Management that your absence results from a covered disability and submit to a medical examination and/or obtain reasonable and customary care and treatment from a physician designated by the Absence Management. You are also required to obtain the prior written permission of the Absence Management before becoming self-employed or providing services to a third party in an income-producing capacity while receiving benefits under the OSTD Program.

Unless otherwise prohibited by law, you are required to obtain a release from a physician before returning to active employment after any absence of four work days or more. If the Company offers you work duties that will allow you to return to active employment, on a full or reduced work schedule that meets your medical restrictions, your continued receipt of benefits under this OSTD Program may be conditioned upon your acceptance of such available work duties to the extent otherwise permissible under company policy and applicable law. Benefits under this OSTD Program will be offset in the case of a reduced work schedule.

It is also your responsibility to provide, when requested, notices and reports that may be required by workers' compensation, state disability or similar laws.

Failure to follow these administrative procedures can result in immediate termination of your benefits under this OSTD Program.

The Company may, at its expense, have a physician investigate the circumstances of your disability to determine whether you are taking appropriate steps to expedite your recovery. The Company subsequently reserves the right following that investigation to deny payment of OSTD benefits, if, in the opinion of the Company, you are not taking appropriate steps to expedite your recovery. In the case of chronic disability or of frequent absences on account of disability, the Company may, at its expense, appoint a physician to investigate and determine the probable future frequency or duration of such absences and handle each such case on its own merits, regardless of the above schedule of OSTD benefits.

After an examination of all the facts, the Company reserves the right not to pay OSTD benefits if it appears the disability is not bona fide, or that you are not taking appropriate steps to expedite your recovery.



## **XVI. Exclusions and Limitations**

An illness, injury or condition is not a covered disability under this OSTD Program if it occurs under any of the following conditions:

- A. While participating in an insurrection, a war or act of war;
- B. While committing an unlawful act, including a riot or fight (unless you are defending yourself against an unprovoked assault);
- C. As a direct or indirect result of willful disregard of Company health or safety regulations;
- D. While under the influence of unprescribed drugs, prescribed drugs that are used for reasons other than those for which they are prescribed or in a manner other than prescribed, or alcohol;
- E. While performing services for a third party or while self-employed; or
- F. While absent due to seasonal layoff or work stoppage.

## **XVII. 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 Program. Currently, these participating companies include Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, Marathon Refining Logistics Services LLC, and MW Logistics Services LLC.

For purposes of the Program: (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 “You” and other similar terms mean an eligible you of Marathon Petroleum Company LP, and, where the context requires, an eligible you of a participating affiliate.

## **XVIII. Modification and Termination**

The Company reserves the right to modify or terminate the Program, in whole or in part, in such manner, as it shall determine, either alone or in conjunction with other plans of the Company. Modification or termination of the Program may be made by the Company for any reason.

## **XIX. Questions**

Questions regarding the Marathon Petroleum Occupational Short Term Disability Program may be directed to:

Marathon Petroleum Absence Management  
(888) 421-2199 (option 3)  
[HelpBenefitsFMLA\\_Leaves@marathonpetroleum.com](mailto:HelpBenefitsFMLA_Leaves@marathonpetroleum.com)