

Effective date: 08/30/2002

Revision date: 12/16/2024 – Service Award Entry Date updated to Company Service Date, Original Date of Hire updated to Original Hire Date, Date of Last Hire updated to Hire Date, and added reference to U.S. Paid Time-Off Policy.

Update effective 09/01/2019: HR Connections contact information has been moved and updated, and Legal disclaimer language has been updated.

Purpose

The purpose of this policy is to identify and define the various service dates that will be used to determine an employee's eligibility for a number of benefits. This policy applies to active employees on the U.S. direct dollar payroll of a "Company" that has adopted this policy, effective on or after August 30, 2002.

Definitions

- A. **Affiliated Group:** The Employer plus its subsidiaries and affiliates (5% or more equity interest).
- B. **Company:** A member of the Employer that has adopted this policy.
- C. **Employer:** ConocoPhillips and the members of its controlled group of corporations (80% or more equity interest).
- D. **Original Hire Date:** The date that an employee first reported for work and became an employee of the Affiliated Group. It includes any type of direct payroll employment – regular full-time, regular part-time, temporary or intermittent – but does not include any period in which services are provided under contract and not as a direct-payroll employee.
- E. **Company Service Date:** This date is used by the following programs or plans to determine an employee's eligibility for the Service Award Program and Layoff/Severance benefits. Unless adjusted below, the Company Service Date is the employee's Original Hire Date. The Company Service Date can be adjusted as follows:
 1. **Rehire**
 - If rehired within ninety (90) days following termination of employment, the Company Service Date will be the same as if employment had not been terminated.
 - If rehired after ninety (90) days of termination of employment, but within five (5) years of the termination date, the Company Service Date will be adjusted, e.g., moved forward by the amount of time the employee was not employed by the Affiliated Group.
 - If rehired after five (5) years following termination of employment, the Company Service Date will not be adjusted and will be the date the employee commences employment upon rehire.
 - For purposes of these provisions, periods of intermittent employment will only be considered for rehire on intermittent status.
 2. **Employee Acquired from Other Companies**

Employees of the Conoco-controlled group and employees of the Phillips-controlled group as of the effective date of this policy will have an initial ConocoPhillips Company Service Date under this policy of their Conoco-equated employment date under the Conoco Past Service Credit Policy or their Phillips Company Service Date under the Phillips Service Recognition Policy. Former employees of the Conoco-controlled group or of the Phillips-controlled group rehired after the effective date of this policy will have their ConocoPhillips Company Service Date determined under the provisions of this policy, and it shall be the earlier of the Company Service Date that would be established under this section of this policy or under the "rehire" provisions of Section 1 above. Although service recognized as continuous under the separate policies of Conoco or Phillips as of the effective date of this policy will be recognized

as continuous under this policy, such service for periods prior to the effective date of this policy will not be redetermined as if Conoco and Phillips were in one controlled group for periods prior to the effective date of this policy.

The Company Service Date of an individual employed as a result of the Employer's assumption of operations or properties of another company through merger, acquisition, purchase, trade, unitization or other means will be the date the employee commences employment with the Employer unless otherwise provided for by agreement entered into at the time of acquisition.

3. **Cooperative Education Work-Study Plan (Co-op Students), Certain Summer Student Hires and Inexperienced College Graduate Hires**

College students from accredited universities pursuing degrees in disciplines hired by the Company during the summer or as Co-op students will be classified as temporary employees during the actual summer or Co-op work period and terminated at the end of the summer or Co-op work period. The Company Service Date of such a student who, after college graduation, is hired for regular exempt employment on an Inexperienced College Graduate schedule within twelve (12) months of the termination date of the employee's last work period will be the beginning date of the employee's last work period while classified as a temporary employee. Further adjustments for additional periods as a prior temporary or regular employee will also be considered under the other provisions of this policy.

4. **Converting From Temporary to Regular Status (Full-Time or Part-Time)**

When a temporary employee is converted to regular status, the Company Service Date will remain the Company Service Date established for the employee when last hired on temporary status.

5. **Converting From Intermittent to Regular Status**

The Company Service Date of an intermittent employee converting to regular status will be the date the employee was converted to regular status. Further adjustments for additional periods as a prior temporary or regular employee will also be considered under the other provisions of this policy.

6. **Converting From Regular to Temporary Status**

When a regular employee is converted to temporary status, the Company Service Date will not change.

7. **Converting From Regular to Intermittent Status**

When a regular employee is converted to intermittent status, the Company Service Date will be the later of the hire date or the date the employee converted to intermittent status.

F. **Hire Date:** This is the beginning date of the employee's most recent employment period with the Employer. If the employee has never terminated employment with the Employer, this date will be the same as the Original Hire Date and the Company Service Date.

G. **Vacation Eligibility Date (VED):** This date is used to determine an employee's recognized service for the U.S. Paid Time-Off Policy.

Unless adjusted below, the VED is the same as the employee's Company Service Date. The VED may be adjusted as follows:

1. **Recognition for Prior Service with Another Employer – "Experienced Employee Vacation Allowance"**

- New hires, or conversions of a Temporary employee after Jan. 1, 2012, into regular full-time or regular part-time jobs classified as "exempt" under F.L.S.A. who have prior valuable "exempt" experience that is not recognized in determining their Company Service Dates, may be granted vacation service recognition for prior applicable "exempt" experience. Beginning Jan. 1, 2006, experienced professional employees who are hired in hourly, non-union, nonexempt jobs that

require a 2-year or 4-year degree or equivalent training and experience may also be granted vacation service recognition for prior applicable experience. An employee who is converted from nonexempt to exempt status on or after Jan. 1, 2008, may be granted vacation service recognition for prior applicable "exempt" experience, provided the recognition was not made at the time of hire.

- The Human Resources manager of the hiring organization will determine whether the "exempt" employee's prior experience is valuable for the position or function for which the employee is being hired by the Company. The approval of the Human Resources General Manager for ConocoPhillips is required for recognition of prior experience for a "nonexempt" hire.
- The granting of such vacation service recognition will only affect the VED.
- The time period equal to the amount of valuable exempt experience to be recognized for vacation service will be subtracted from the Company Service Date determined under the other provisions of this policy to establish the adjusted VED.
- The VED will remain as adjusted during the employee's continuous employment at ConocoPhillips.
- All vacation service recognition adjustments other than those specifically set out in this paragraph G 1 cannot be made unless approved by the Human Resources General Manager for ConocoPhillips. All adjustments approved by the Human Resources General Manager will be made on a prospective basis.

2. **Intermittent Employees**

Intermittent employees are not eligible for vacation. If a VED is established for record purposes, it will be the same as the Company Service Date.

3. **Temporary Status Employees**

The VED of an employee hired or rehired on temporary status will be the hire date. The VED of an employee converted from regular or regular part-time status to temporary status will be the date the employee is converted to temporary status.

H. **Severance Service Date (SSD):** This date is used to determine service for the purpose of severance pay calculations, if it is different than the employee's Company Service Date. The SSD is the employee's Company Service Date adjusted as follows:

1. If after June 30, 2007, an employee is rehired, or enters an employment category or group that is eligible for the ConocoPhillips Severance Pay Plan, and the employee has received severance pay after June 30, 2002, attributable to a period of employment, the employee's SSD will be determined by adjusting the employee's Company Service Date forward by the number of years attributable to a period of employment for which the severance pay was received.
2. If an employee is acquired from another employer, or hired from an outside employer, an adjustment to the employee's Company Service Date may be approved by the Company.

Once an SSD is established for an employee, it will be adjusted by the same amount that the employee's Company Service Date is adjusted upon later rehire, absences, or changes in employment category, as specified under the other provisions of this policy.

Effects of absences on service

Time Off Without Pay

An excused absence without pay of less than thirty (30) consecutive calendar days will not interrupt the continuous service of an employee. Employees who desire or must be absent without pay in excess of thirty (30) consecutive calendar days should be placed on a leave of absence.

Time Off With Pay

Absences that qualify for unpaid disability leave, short-term disability leave, excused leave with pay and hardship assistance, death in family, serious illness in family and community service will not interrupt the continuous service of an employee.

Military Leave of Absence

The time spent on a Military Leave of Absence will be considered continuous until employment is terminated and upon reinstatement with the Company and the Company Service Date and VED of an employee who is reinstated in accordance with an approved Military Leave of Absence will be reinstated.

Personal Leave of Absence

- Service Recognition for Company Service Date and VED purposes will be continuous up to a maximum of one (1) year for time spent on an approved Personal Leave of Absence. No service recognition will be allowed for time spent on extensions of Personal Leave of Absence.
 - The Company Service Date and VED of an employee who returns from an approved Personal Leave of Absence in excess of one (1) year will be adjusted, i.e., moved forward by the amount of time in excess of one (1) year that the employee remained on an approved personal leave.

Family and Medical Leave (FML)

Time spent on Family and Medical Leave will be considered as continuous service.

Disability Leave of Absence

Time spent on Disability Leave of Absence will be considered as continuous service.

Questions

If you have questions, contact [HR Connections](#). For immediate assistance, call 877-812-7547.

The Company establishes programs, policies, and procedures appropriate to the business needs and requirements of its various operations and organizations (the "Policies"). Different Policies than those shown here may apply to subsidiary company employees based on business needs, local customs, contractual agreement, or legal requirements. The Company reserves the right to change, amend, or terminate any of the Policies at any time, without notice, subject to applicable law and/or the terms of any applicable collective bargaining agreement or contract. The information provided is not intended to supersede applicable local, state, or federal law or the terms or provisions of any current collective bargaining agreement. In the event of conflict, the law or collective bargaining agreement shall prevail. If there are any discrepancies or conflicts between this information and the terms of the official Policies or any underlying insurance contracts, the official Policies and insurance contracts will control your actual benefits. Employees should confirm that the Policies accessed here apply to them and/or their organization before taking any actions.