

Revision date 01/01/2019: Policy updated to change maximum benefit period to 26 weeks.

Revision date 12/01/2019

Purpose

The U.S. Occupational Injury and Illness Supplemental Pay Policy, (hereinafter, "the Policy" or "this Policy") provides supplemental income when absences are due to occupational injury or illness. The Company voluntarily contributes certain benefit payments as set forth in this Policy.

Eligibility

The Policy applies to all regular full-time and regular part-time employees on the U.S. payroll. Temporary or intermittent employees are not eligible for leave provided by the Policy. To assist with employee eligibility determination, refer to [U.S. Employment Status Policy](#).

Note: Employees represented by a collective bargaining agreement are eligible where provided for under the terms of an applicable collective bargaining agreement.

Definitions

Benefit Period	The 12-month period beginning on January 1 and ending December 31.
Occupational Injury and/or Illness Supplemental Pay	The income for which an employee may be eligible under this Policy.
Occupational Injury or Illness	<p>An on-the-job injury or illness arising out of and in the course and scope of employment.</p> <p>An Occupational Injury or Illness does not include:</p> <ul style="list-style-type: none">• Injury or illness covered under the U.S. Short-Term Disability Plan;• Injury or illness for which an employee is not treated by a duly qualified physician;• Injury sustained in a war or act of war during military service;• Intentionally self-inflicted injury;• Injury received while attempting or committing a crime;• Injury sustained while engaged in an illegal action; or• Injury sustained while engaged in some business or occupation for wages or profit, other than on behalf of the Company.
Regular Pay	<p>The straight-time rate of the employee's regular work classification for normally scheduled hours exclusive of shift differentials, unscheduled overtime, and other premium pay, such as premium pay for holidays.</p> <p>(Refer to local working policies and working agreements to determine whether regularly scheduled overtime is included in Regular Pay.)</p>
Workweek	<p>For salaried employees, the workweek means the number of days in a period of seven consecutive days during which the employee is normally and regularly expected to be at work.</p> <p>For hourly employees, the workweek means the number of regularly scheduled hours in a period of seven consecutive days during which the employee is normally and regularly scheduled to be at work.</p>

General Provisions

Benefits Schedule

During each Benefit Period (that is, each calendar year), the Policy provides eligible employees up to 26 weeks of Occupational Injury and/or Illness Supplemental Pay at 100% Regular Pay. To be eligible, you must be absent from work due to an Occupational Injury or Illness and as confirmed by Workers' Compensation. You do not need to meet a minimum service requirement in order to be eligible for benefits under this Policy.

Calculating Benefit Payments

This Policy will never provide greater pay in a pay period than you would have earned from your normal pay from the Company had you remained on the job and not experienced the Occupational Injury or Illness. Under some conditions the benefits received will be less than your normal regular pay.

For purposes of determining the maximum Occupational Injury and/or Illness Supplemental Pay available, the number of **benefit weeks** as shown in the benefits schedule above will be converted to **benefit hours**.

If you ...	Your weekly benefit hours are calculated as follows ...
Work a regular work schedule	Your weekly benefit hours are your regularly scheduled hours in a workweek. For example, if you work an eight-hour, Monday-Friday schedule, you would receive 40 hours per week of Occupational Injury and/or Illness Supplemental Pay.
Are a nonexempt employee who does not work a regular work schedule	Your weekly benefit hours are the average number of hours the Company considers you to ordinarily work in a workweek.

WHEN BENEFITS BEGIN AND END

If you ...	Your benefits will begin ...
Are an exempt employee	Benefits will begin as of the start of the first full day of absence that you are normally or regularly expected to be at work. Each full day you are absent from work will be deducted from the benefit hours available.
Are a nonexempt employee	Benefits will begin with your first full hour of absence from work, calculated by day or weekly average in alignment with the Workers' Compensation benefits formula. Each regularly scheduled hour that you are absent from work will be deducted from the benefit hours available.

For all employees, benefits will continue until the earlier of the end of the last day prior to:

- Your return to duty; or
- Your reaching the 26-week benefit maximum.

Workers' Compensation Treatment

Each absence arising from an Occupational Injury or Illness will be covered by the provisions of, and charged against, the occupational injury and/or illness benefits schedule shown on Page 2.

In some instances, you may also be eligible for Workers' Compensation temporary income replacement benefits, referred to in some states as Temporary Total Disability (TTD) and in other states as Temporary Income Benefits (TIBs).

If Workers' Compensation benefits are or may be payable, those benefits will be coordinated through ConocoPhillips' third-party administrator who manages Workers' Compensation claims, and HR will be advised by ConocoPhillips Claims Analyst in Legal that such benefits are being paid.

Some other provisions apply:

- Such Workers' Compensation temporary income replacement benefits, if any, will establish the basis for determining the Occupational Injury and/or Illness Supplemental Pay, which together will equal 100% of the employee's regular pay as specified in the occupational injury and/or illness benefits schedule shown on Page 2.
- Occupational Injury and/or Illness Supplemental Pay will be considered to be paid in excess of Workers' Compensation temporary income replacement benefits and may be used as an offset to any statutory Workers' Compensation benefits as may be allowed by state or federal law or rules.
- Workers' Compensation benefits and Occupational Injury and/or Illness Supplemental Pay will be paid concurrently.

In the event a government agency or court makes a final determination with regard to a Workers' Compensation claim that is contrary to the initial eligibility determination, the injury or illness will be reclassified and retroactive adjustments, where necessary, will be made accordingly.

How Benefits are Paid

Failure to comply with Workers' Compensation requirements will result in loss of Occupational Injury and/or Illness Supplemental Pay under this Policy.

As described in the "When Benefits Begin and End" section on Page 2, you are eligible for Occupational Injury and/or Illness Supplemental Pay on the first full day of lost time as defined and deemed compensable by the applicable state's Workers' Compensation statute, due to the injury or illness.

The benefits schedule shown on Page 2 applies whether the injury or illness begins and ends within one Benefit Period (January 1-December 31), or whether it continues into the next Benefit Period (the next calendar year).

Here is how the schedule would apply if you had a 26-week Occupational Injury or Illness absence:

If you had a 26-week Occupational Injury or Illness absence, and ...

The entire absence was within one Benefit Period

If your absence began July 1, 2019, and ended December 31, 2019 You would receive:

- 26 weeks at 100% Regular Pay.

You would not be eligible for benefits in the next Benefit Period (the next calendar year) until after you had returned to your full-time work schedule for a period of at least two consecutive workweeks without an absence.

The absence was extended into the next Benefit Period ...

If your absence began October 1, 2019, and ended March 31, 2020 You would still receive the 26-week maximum benefit, but it would be paid over two Benefit Periods.

In this example, you would receive:

- 13 weeks at 100% Regular Pay in 2019; and
- 13 weeks at 100% of Regular Pay in 2020.

The 26-week maximum benefit for the second Benefit Period (2020) would be adjusted to reflect the benefit already used. In this example, you would be eligible for a maximum of 13 weeks of benefit payments in 2020 (26-week maximum minus the 13 weeks' benefit already received in 2019).

You would not be eligible for any additional benefits in the second Benefit Period (2020) until after you had returned to your full-time work schedule for a period of at least two consecutive workweeks without an absence.

Reporting Requirements

If you are absent from work for seven or more consecutive calendar days, you must provide Health Services with an EHR or other medical certification form authorized by Health Services from your physician regarding your medical status to demonstrate eligibility for supplemental pay under this Policy.

- Your first medical status report is due on the 7th consecutive calendar day of your absence.
- After your first medical status report and while you are unable to work without restrictions, the next medical status report is due within 30 calendar days from the date of the last report. Note: If the medical status report specifies the next physician appointment date, Health Services may utilize discretion to allow more than 30 days between medical status report submissions.
- A medical status report is required from your physician if you are released to return to work with restrictions.
- Your final medical status report must be submitted when you have been released by your physician to return to work without restrictions.

For additional information about requirements for medical certification and release to return to work, contact HR Connections at 877-812-7547.

Important Provisions

The following provisions apply to this Policy:

1. If you are a split classification employee (that is, you regularly work a portion of your time on one job and a portion of your time on another job paid for at a different rate), you will receive benefits based on an equitable division of your time between the two rates, as determined by the Company.
2. If you are terminated or not on duty due to a labor dispute, layoff, resignation, retirement, discharge or leave of absence, you are not eligible for any benefits under this Policy. This applies regardless of whether your termination of service occurs prior to or during a period of Occupational Injury or Illness.
3. If you are unable to report for work due to an Occupational Injury or Illness, you are expected to aid your recovery process in every way possible and to report back to work as soon as your physical condition permits and you are released by your physician to return to work.
 - Failure to so aid the recovery process can be a basis for termination of benefits under this Policy.
 - You may not be gainfully employed for another or for yourself while receiving supplemental pay under this Policy unless prior approval to do so is granted by your Human Resources Manager or his/her designee.
4. If you are placed on restrictions, you must follow all restrictions whether at work or outside of work for the duration of the restrictions.
5. Occupational Injury and/or Illness Supplemental Pay will automatically cease upon your death.
6. You are required to immediately report all work-related injuries and illnesses, regardless of severity, to your supervisor. Failure to comply with Company notification of Occupational Injury or Illness requirements can be a basis for termination of benefits under this Policy.
7. Benefit payments will be included in your regular pay check.
8. The extent of your participation in benefits under this Policy will not be affected by your participation or non-participation in Company benefit plans and policies.

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.