


<p>Owner: Director, Employee Relations Local Contact: HR Manager/Business Partner</p>	<p align="center">EXCUSED LEAVE WITH PAY AND HARDSHIP POLICY – U.S.</p>	<p>Policy Center </p>
<p>Approver: Senior Vice President, Human Resources</p>		<p>Date Issued/Revised: 08/28/2019</p>

Questions regarding this policy can be referred to [HR Connections](#) at 855-480-6634 or 918-977-7905.

I. PURPOSE

The Company has established practices for situations when employees may be allowed time off with pay for periods of time that they would otherwise be at their regular facility or worksite and performing their regular duties.

II. ELIGIBILITY

This Policy applies generally to U.S. based Non-Represented [regular full-time](#) and [regular part-time](#) employees, as well as Represented Employees only if provided for under the terms of an applicable collective bargaining agreement. The Policy does not apply to Store Employees.

The Manager of HR Operations shall have the authority to suspend or alter any portion of this policy if strict enforcement serves to hinder the intent of the policy which is to provide emergency assistance to eligible employees.

III. GENERAL PROVISIONS

Excused Leave with Pay will be granted in the following situations:

- Closure of Facility
- Support of Disaster Relief Operations
- Employees Personally Affected by a Natural Disaster
- Family Member Rehabilitation Program Participation
- Leave to Accompany Transferring Spouse on House Hunting Trip

A. Closure of Facility

When the facilities of Phillips 66 are closed because of a Natural Disaster (e.g. floods, hurricanes, tornadoes, blizzards, fire, etc.) or Pandemic Event (e.g. an outbreak of a disease occurring over a wide geographic area and affecting an exceptionally high proportion of the population), eligible employees who are scheduled to work during the closure will receive pay at their regular rate of pay exclusive of shift differential and overtime. Such time will be treated as Excused Leave with Pay and should be of short duration as determined at the sole discretion of the Company.

Employees who do not report for scheduled work when facilities continue to operate

during a Natural Disaster or Pandemic Event will not receive pay for time not worked. Non-exempt and hourly employees will be allowed to treat such absences as [vacation](#) (if the employee has [vacation](#) available) or allowed to make up such time in the same work week, if work is available. Exempt employees may treat such time as [vacation](#) or be allowed to make up such lost time at a later date. However, employees asked by management to work from home will be compensated for all time worked.

B. Support of Disaster Relief Operations

Employees who are members of community organizations (such as Civil Defense, Auxiliary Police, Red Cross, etc.) who are activated because of Natural Disasters or Pandemic Events and are absent from work will receive pay at their regular rate of pay exclusive of shift differential and [overtime](#), with management approval. Such time will be treated as Excused Leave with Pay and should be of short duration as determined at the sole discretion of the Company.

C. Employees Personally Affected by a Natural Disaster

Employees who are personally affected by a Natural Disaster, such as destruction or severe damage of their primary residence will be considered for Excused Leave with Pay on an individual basis. Such cases should be reviewed by Employee Relations and HR Ops for consistency and approved by the Business Unit Manager and HR Manager.

D. Family Member Rehabilitation Program Participation

Employees who have an Immediate Family Member enrolled in an approved Alcohol and Drug Rehabilitation Program and whose presence at family counseling session(s) is recommended by the consulting professional will be granted Excused Leave with Pay for reasonable travel time and time to attend the family counseling session(s) if scheduling during the employee's normal work schedule. Approval for such Excused Leave with Pay must be approved in advance by the Business Unit Manager and HR Manager.

E. Leave to Accompany Transferring Spouse on House Hunting

In those cases where the Spouse or Domestic Partner of a transferring employee is a [regular full-time](#) or [regular part-time](#) employee of the Company, the Spouse or Domestic Partner will be granted Excused Leave with Pay for up to 7 calendar days to accompany the transferring employee on a house hunting trip. Time off must be scheduled and approved by the Business Unit Manager and HR Manager.

All Excused Leave with Pay should be reviewed by Employee Relations and HR Ops for consistency and approved by the Business Unit Manager and HR Manager. Excused Leave with Pay may be granted at management's sole discretion giving due consideration to the type of job the employee performs, difficulty of employee replacement, work requirements, etc.

IV. HARDSHIP ASSISTANCE

A. Hardship Cash Assistance

The Company will provide employees up to \$5,000 (appropriate taxes will apply unless event is a federally declared disaster area) in cash assistance per household for non-insurable expenses (includes deductible) when displaced from their primary residence due to 1) an uninhabitable residence; or 2) mandatory evacuation. This assistance is available immediately for an uninhabitable residence, and after a 5-day waiting period for mandatory evacuations. Separate assistance may be available for each event (per household).

Reimbursement of expenses will be limited to a daily per diem, lodging, mileage and transportation that exclude mileage associated with the displacement.

- Uninhabitable residences will be defined as substantially destroyed, including loss of water for more than 5 days, but not including residences just affected by loss of power. Employees will be reimbursed for *reasonable* eligible expenses.
- Employees submitting expenses due to the 5-day mandatory evacuation will be eligible for expenses on the sixth day going forward, not including the 5-day waiting period. Mileage is only reimbursed under mandatory evacuation and only on the 6th day going forward.
- Mileage will be reimbursed at the current rate and only for those under mandatory evacuation and only on the 6th day going forward.
- Expenses will be reimbursed based on a daily per diem rate of \$34.00 per person for adults and children under 12 years of age \$17.00.
- Receipts will be required for larger expenses such as hotel rooms and transportation that excludes mileage.

The determination to invoke this Hardship Cash Assistance is by the Business Unit Management and at the sole discretion of the Company. Review for consistency will be provided by Employee Relations and HR Ops. Employees in need of this assistance should contact their manager or HR Manager to initiate the review process.

Separate assistance may be available for each event (per household).

B. Hardship Loan

Employees who have suffered severe personal losses due to a Natural Disaster may also be considered for an interest-free hardship loan of up to \$10,000, repayable over a 24-month period by payroll deduction. The purpose of this loan is to provide employees with a source of funds to meet immediate needs such as interim housing, clothing, etc. Loan repayments will begin 90 days from the receipt of the loan.

The determination to invoke a Hardship Loan is by the Business Unit Management and at the sole discretion of the Company. Review for consistency will be provided by Employee Relations and HR Ops. Employees in need of a hardship loan must complete the [Disaster/Hardship Loan Request form](#) and should contact their manager or HR Manager to initiate the review process.

V. DEFINITIONS

A. **Immediate Family** is defined as the employee's:

- **Spouse:** A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage where it is recognized.
- **Son or daughter:** A biological, adopted, or foster child, a stepchild or a legal ward of the employee or the employee's spouse/domestic partner, or a child of whom the employee or the employee's spouse/domestic partner has legal responsibility (*loco parentis*).
- **Parents:** A biological, adoptive, step or foster father or mother, or any other individual who has the legal responsibility (*loco parentis*) to the employee or employee's spouse/domestic partner when the employee or employee's

spouse/domestic partner was a son or daughter as defined above.

- **Sister or brother:** A biological, adoptive, step or foster sister or brother of either employee or employee's spouse/domestic partner.
- **Domestic Partner:** as defined by applicable state law or the Company's benefit plan.

B. **Non-represented Employee:** Employee not represented by a collective bargaining agreement.

C. **Represented Employee:** Employee represented by a collective bargaining agreement.

D. **Store Employee:** Employee in a job classified as retail marketing store (including store manager and store manager in training) in the personnel systems of the employer.

Policy Contact: Human Resources,
Employee Relations

The Company establishes plans, policies and programs appropriate to the business needs and requirements of its various operations and organizations. The plans, policies or programs shown here are provided as guidelines to employees. Company plans, policies and programs are continually under review, and are subject to revision at any time without notice, at the sole discretion of the Company subject to applicable law and/or the terms of any applicable collective bargaining agreement or contract. The plans, policies and programs may differ by location, business, or employee group. Accordingly, individual employees are advised to confirm whether the information accessed here applies to them. Employees may contact HR Connections at 855-480- 6634 or 918-977-7905 or their local HR representative if they have any questions. Nothing contained on this site is intended to create, nor is it to be construed to constitute, a contract between Phillips 66 or its subsidiaries and any employee or employees of Phillips 66 or its subsidiaries. Absent a specific written contract to the contrary, employment with Phillips 66, its subsidiaries and affiliates may be terminated with or without cause at any time by the employee or the Company. Nothing contained in these plans, policies or programs shall create a required procedure, practice or policy that must or should be followed in the investigation, evaluation, or disposition of any personnel matter. 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.