

## STRIKE SETTLEMENT AGREEMENT

This STRIKE SETTLEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of July, 2021, by and between ST. PAUL PARK REFINING CO. LLC d/b/a St. Paul Park Refinery, on behalf of itself and its affiliates, including Marathon Petroleum Corporation (collectively, the “Company”), and TEAMSTERS LOCAL UNION No. 120 (“Union”) and (collectively, the “Parties” and each a “Party”).

*WHEREAS*, the Company and the Union were parties to a collective bargaining agreement (the “2017-2020 CBA”) covering terms and conditions and employment for hourly bargaining unit employees (“Bargaining Unit Employees”) at the St. Paul Park Refinery (the “SPP Refinery”); and

*WHEREAS*, commencing on November 23, 2020, the Parties engaged in collective bargaining for purposes of negotiating a successor collective bargaining agreement covering Bargaining Unit Employees at the SPP Refinery; and

*WHEREAS*, on December 31, 2020, the 2017-2020 CBA expired by its terms; and

*WHEREAS*, on January 21, 2021, the Union commenced an economic strike against the Company at the SPP Refinery; and

*WHEREAS*, since January 21, 2021, the Parties have been involved in an extended labor dispute, which includes, but is not limited to, multiple issues, claims and litigation arising out of, and related to, the Parties’ negotiations for a successor collective bargaining agreement, alleged failures to provide information, the Union’s economic strike, an alleged lockout by the Company, alleged picket line misconduct by Union members, the hiring of temporary and/or permanent replacement workers by the Company, as well as various acts or omissions by the Parties and their respective officers, employees, agents, representatives and members, all such issues, claims and litigation are collectively referenced herein as the “Labor Dispute”; and

*WHEREAS*, the Union filed several unfair labor practice charges against the Company based upon its conduct during the Labor Dispute, including Case Nos. 18-CA-271701, 18-CA-271824, 18-CA-272295, 18-CA-274740, and 18-CA-276595 (the “ULP Charges”); and

*WHEREAS*, the Company filed a civil action (Case No. 82-CV-21-267) in the District Court of the Tenth Judicial District of the County of Washington in the State of Minnesota against the Union and certain of its officers, agents and members pertaining to alleged picket line misconduct (the “Strike Injunction Litigation”), and the Union filed counterclaims against the Company in the Strike Injunction Litigation; and

*WHEREAS*, as of July 1, 2021, the Company and the Union have met, bargained and agreed upon a successor collective bargaining agreement covering terms and conditions of employment for Bargaining Unit Employees effective from January 1, 2021 through June 30, 2027 (the “2021-2027 CBA”) and desire to resolve all issues and disputes of any kind or nature between them arising out of or related to the Labor Dispute.

**Resolution of the Labor Dispute:**

1. On behalf of its members, the Union agrees to terminate its economic strike and return to work subject to the terms of the 2021-2027 CBA and this Agreement. No compensation will be paid by the Company for any time not worked due to participation in the Labor Dispute.

2. Promptly upon ratification of the 2021-2027 CBA, the Union, and its officers, agents and members, will cease all economic warfare, including without limitation, any strike, corporate campaign, picketing, handbilling, bannering, advertising, consumer boycotts, the maintenance of disparaging or adverse material or information on any website, hotline or message board and any other economic activities related in any manner to the Labor Dispute. In addition, the Union will use its best efforts to persuade any other party with which it is associated to also immediately cease such activities.

a. The Union will immediately withdraw all pickets and picket signs from the SPP Refinery and vicinity. The Union will remove all tents, chairs, signage, barrels, pallets, firewood, garbage and other debris from the exterior of the SPP Refinery.

b. The Union will immediately cease any anti-employer publicity of any nature whatsoever.

c. The Union will immediately cease any activity of any nature directed against any Bargaining Unit Employees in connection with or related to their non-participation in or non-support of the Labor Dispute, including the maintenance of any material or information on any website, hotline or message board or the publication of any written material or information directed against those employees.

3. The Union agrees, on behalf of itself and its members, to cooperate with the Company in all efforts to restore the SPP Refinery to normal operations.

**Return to Work:**

4. Former strikers will begin returning to work beginning at 7:00 AM on Tuesday, July 6, 2021. Former strikers will be reinstated to their pre-strike job classifications and shift assignments without loss of seniority. Bargaining Unit seniority will not be impacted due to the strike.

5. Former strikers who will not be returning to work must notify the Company on or before July 2, 2021. As soon as practicable, former strikers will be notified of their return to work date. Any former striker who fails to report to work within three (3) calendar days after the date notified to report by the Company will be considered to have abandoned their job and may be discharged by the Company. Any exceptions must be jointly agreed to by the Company and the Union.

6. The Company will provide a list of all Bargaining Unit Employees whose shifts and/or schedules will be changed to one different than the shift or schedule they were on prior to January 21, 2021 within seventy-two (72) hours of agreement of this Strike Settlement Agreement.

7. Former strikers will be returned to work in four (4) groups. Onboarding for the groups will be staggered.

a. Prior to entering the Refinery and returning to normal jobs, former strikers will be required to successfully complete and pass all required Priority 1 Training and Performance Assessments. The retraining process ordinarily will be completed in three (3) to four (4) days.

b. As a part of the return to work onboarding process, former strikers may be required take and pass a return to work drug screen and required physicals.

c. Time spent on strike shall not count toward an initial qualification period for any job.

8. The Company will not be required to discharge or displace any employees hired during the Labor Dispute as temporary or permanent replacement workers. These employees will be considered part of the Bargaining Unit subject to the terms of the 2021-2027 CBA and may be assigned to any available job vacancies for which they are qualified.

9. The Company will transition non-Bargaining Unit workers out of the SPP Refinery as expeditiously as possible as Bargaining Unit Employees return to work. The Parties agree that there will be no grievances filed related to non-Bargaining Unit workers or contractors performing Bargaining Unit work until all former strikers have been returned to their pre-strike jobs. The transition period may be extended in certain Areas if there are staffing shortages.

10. It is understood and agreed that all the Company's policies, including but not limited to the Code of Business Conduct will be strictly adhered to and the rights of all employees and contractors at the worksite will be fully protected and respected in accordance with said policies and applicable law. All Bargaining Unit Employees will be expected to conduct themselves in a cooperative and respectful manner. Discrimination, harassment and retaliation toward such contractors and employees will not be tolerated.

### **Employee Benefits:**

11. For those Bargaining Unit Employees who are enrolled in Company-sponsored medical, dental and other welfare plans, the Company will reinstate their coverage under these plans upon their return to work. However, former strikers will not receive accredited service for benefit accrual purposes for the period of the Labor Dispute.

12. Employee benefits, including any payroll deductions for applicable premiums, will be reinstated as to those coverages selected by participating Bargaining Unit Employees as of January 21, 2021. Upon their return to work, all COBRA coverage will be cancelled.

13. Returning to work from the Labor Dispute is considered a qualifying life event which allows Bargaining Unit Employees to make certain allowable changes to their coverage elections under Company-sponsored benefit programs. Returning strikers will have thirty-one (31) days, including their return-to-work date, to notify the MPC Benefits Service Center of any benefit change(s) and provide the required documentation.

14. Bargaining Unit Employees are responsible for verifying that their benefit elections are correct in the Benefitsolver system and to contact the MPC Benefits Service Center at 1-888-421-2199 if that is not the case. Bargaining Unit Employees who participate in voluntary MetLife benefits (auto, home, and/or pet insurance) with payroll deductions are responsible for contacting MetLife to resume payroll deductions.

15. Thrift Plan deferrals (employee contributions) will resume upon return to work according deferral elections in place as of January 21, 2021. Bargaining Unit Employees who have Thrift Plan loans will have their payroll deductions for loan repayments reinstated as soon as administratively practicable after their return-to-work, provided that their loan is not in default status. ACH loan repayments established during the Labor Dispute will cease upon the employee's return to work.

16. Any Bargaining Unit Employees who are unable to return to work because of a disability will be eligible for benefits in accordance with the provisions of the Company's disability plans. Benefits for disabilities that began during the Labor Dispute are contingent upon approval by the Company and the Third Party Administrator. Bargaining Unit Employees returning to work from a disability must contact local Medical, and complete a Fitness for Duty evaluation prior to being cleared to return to work.

### **Vacation**

17. Bargaining Unit Employees will be required to reschedule any unused 2021 vacation in accordance with the procedures, requirements and limitations set forth in Sections 9.3 and 9.4 of the 2021-2027 CBA. Any vacations that were scheduled prior to the commencement of the Labor Dispute will be rescinded.

18. Notwithstanding the requirements set forth in Section 9.5 of the 2021-2027 CBA, any Bargaining Unit Employees who are unable to reschedule their entire 2021 vacation allotment prior to December 31, 2021 will be permitted to carry over up to fifty percent (50%) of their 2021 vacation allotment into calendar year 2022.

19. Bargaining Unit Employees will be permitted to request pay-in-lieu of up to twenty-five percent (25%) of their unused 2021 vacation allotment, provided that they submit a written request specifying the amount of vacation for which they are seeking pay-in-lieu to the Company within thirty (30) calendar day after the effective date of the 2021-2027 CBA.

### **Voluntary Severance Program**

20. Returning strikers who previously worked in the Lab Tech, Lab Tech #1, Lab Tech #2, Relief Lab Tech, Tool Room Attendant and Material Handler job classifications ("Eligible Employees") will be permitted to request a voluntary severance payment in lieu of

returning to work. In order to elect a voluntary severance payment, Eligible Employees must notify the Company of their intention to participate in the voluntary severance program within seven (7) calendar days after the effective date of the 2021-2027 CBA.

a. The amount of the voluntary severance will be equal to two (2) weeks of base pay for each completed year of service as of the Eligible Employee's termination date, up to a maximum payment of sixty-two (62) weeks of pay. For purposes of determining the amount of the voluntary severance payment, each week will be calculated as forty (40) hours times the Eligible Employee's straight-time hourly wage rate, exclusive of any shift differentials or other wage premiums. Voluntary severance payments will be subject to applicable statutory payroll tax deductions.

b. As a condition precedent for receipt of a voluntary severance payment, an Eligible Employee must execute a release agreement in a form prepared by the Company, submit the release agreement to the Company within the applicable consideration period beginning on the employee's employment termination date and ending on the sixtieth (60<sup>th</sup>) day following that date, and not revoke the release agreement after signing it. If the Eligible Employee fails or refuses to execute and submit the release agreement within the sixty (60) day consideration period, or revokes the release agreement prior to the expiration of the seven (7) day revocation period, the employee will not be eligible for the voluntary severance payment.

c. The voluntary severance payment will be paid in a lump sum as soon as practicable after the expiration of the seven (7) day revocation period in the release agreement. Acceptance of a voluntary severance payment will terminate all reinstatement rights under this Agreement and all seniority rights under the 2021-2027 CBA.

### **Maintenance Staffing**

21. For the duration of the 2021-2027 CBA, the Company will not layoff or otherwise displace any Maintenance employee who was employed as of January 1, 2021, as a result of the elimination of the minimum staffing requirement in Section 14.4 of the 2021-2027 CBA. This does not prohibit layoffs as a result of a permanent shutdown of process units or plant closure, and does not supersede Article 15, Section 15.3.

### **Reinstatement of Employees Discharged for Strike-Related Misconduct:**

22. The Company agrees that the five (5) Bargaining Unit Employees who were discharged on January 29, 2021 for violations of Company policies and safety protocols related to their failure to perform safe handovers will be reinstated to their prior jobs in accordance with the provisions set forth in this Agreement. These individuals include Alex Kittleson, Brad Gunter, Ethan Kottke, John Schwebach and Shawn Reiter.

23. The Company further agrees that the three (3) Bargaining Unit Employees who were discharged for strike-related misconduct, including Jeremy Allington, Josh Johnson and Nate Hennemann, will be reinstated to their prior jobs in accordance with the provisions set forth in this Agreement. As a condition of their reinstatement, these employees will be required to

issue a personal apology to those employees who were adversely impacted by their misconduct in the presence of representatives of both Parties. Failure to comply with this condition precedent will result in their termination from employment.

24. The three (3) Bargaining Unit Employees suspected of strike-related misconduct who have declined to answer questions in connection with the Company's investigations pending the outcome of criminal charges will be permitted to return to work in accordance with the terms of this Agreement. These individuals include Tylor Sardeson, and Brian McDonough and Cary Cardinal.

25. As a condition of their reinstatement, these eleven (11) reinstated employees will receive a letter of counseling in their disciplinary record which will be valid for a period of one year from the effective date of the 2021-2027 CBA. These reinstatements are being implemented on a one-time, non-precedent setting basis and are not to be used as evidence of past practice or inconsistent treatment in any future proceeding between the Parties.

**Settlement of Pending Legal Proceedings:**

26. It is the intention of the Parties to this Agreement that all aspects of the Labor Dispute between them be resolved completely and finally, and that no issues or differences remain between them as a result of this Labor Dispute. To that end, the Parties specifically agree that each and every provision of this Agreement shall be construed to give effect to that intention and purpose.

27. It is understood that all litigation, unfair labor practice charges and/or grievances that the Union filed against the Company since negotiations began on November 23, 2020 will be withdrawn or dismissed with prejudice; and, it is agreed that no new grievance, litigation, or ULP(s) related to the strike or conduct related to negotiations will be filed. In particular, the Union will request that the National Labor Relations Board approve the withdrawal or dismissal with prejudice of all pending unfair labor charges filed against the Company, including but not limited to the ULP Charges filed as Case Nos. 18-CA-271701, 18-CA-271824; 18-CA-272295; 18-CA-274740; and 18-CA-276595; and the Union shall request that the NLRB forego any monetary remedies or posting requirements in such ULP Charges. An express condition subsequent to and a material term of this Agreement is that the National Labor Relations Board or its authorized Regional Director must grant these withdrawal requests and permit withdrawal of all ULP Charges, including, as a part thereof, dismissing any Complaint and Notice of Hearing that may have been issued. The Union also agrees not to file any new or additional unfair labor practice charges with regard to conduct related to the negotiations or Labor Dispute that occurred prior to the effective date of this Agreement. Any pending or existing litigation, unfair labor practice charges, complaints with agencies or local municipalities, and/or grievance will be withdrawn immediately.

28. All grievances pending against the Company under the 2017-2021 CBA (including any post-expiration grievances filed up through the effective date of this Agreement) are withdrawn with prejudice to refile, with the sole exception that the Union may continue to pursue Grievance No. 20-8 (Reforming Maintenance Coordinator) through arbitration in accordance with Article 19 of the 2017-2020 CBA.

29. The Company agrees to dismiss with prejudice to refile all claims asserted against the Union in the Strike Injunction Litigation (Case No. 82-CV-21-267) filed in the District Court of the Tenth Judicial District of the County of Washington in the State of Minnesota. The Union agrees to dismiss any counterclaims asserted against the Company in the Strike Injunction Litigation.

30. Upon ratification of this Agreement, the Union agrees to recommend that its members withdraw and to use its best efforts to support and secure the withdrawal of any pending unemployment compensation claims or appeals filed by Bargaining Unit Employees pertaining to the period of the Labor Dispute, including those claims or appeals currently scheduled for hearing. Nothing in this Agreement shall affect the Company's right to oppose unemployment compensation claims or appeals arising out of the Labor Dispute.

31. In all such withdrawn or dismissed matters, each Party will bear its own costs and attorneys' fees.

32. On and after the effective date of this Agreement, both Parties agree that they will not file or cause to be filed any civil litigation or administrative charges with federal, state or local courts or agencies against the other relating to any matter or issue arising out of, or during the period of, the Labor Dispute.

33. The Parties agree that any pending information requests related to the negotiations or the Labor Dispute are withdrawn.

**Mutual Release:**

34. In consideration of the mutual covenants made in this Agreement, except as set forth in paragraph 27 above, the Union releases the Company and its Representatives, from any and all claims, grievances, causes of action, agreements, demands, suits, losses and liabilities of any kind and description whatsoever, whether legal or equitable and whether known or unknown, which arise out of, relate to, or are in connection with the negotiations leading up to the ratification of the 2021-2027 CBA, the Labor Dispute, the 2017-2020 CBA or any other prior agreement with the Company, the termination of the 2017-2020 CBA, the January 21, 2021 strike, the alleged lockout, the hiring of temporary and/or permanent replacement workers by the Company, or any acts or omissions by the Company, of any of its officers, directors, employees, agents or representatives during the period of the Labor Dispute, including but not limited to, any grievance, claim, or any other liability or obligation whatsoever, including without limitation any claims under the National Labor Relations Act, 29 U.S.C. §§ 151 *et seq.*, the Labor Management Relations Act, 29 U.S.C. §§ 185 *et seq.*, or applicable Minnesota law.

35. In consideration of the agreements made in this Agreement, the Company releases the Union, its officers, representatives, employees, agents, stewards and members, from any and all claims, grievances, causes of action, agreements, demands, suits, losses and liabilities of any kind and description whatsoever, whether legal or equitable and whether known or unknown, which arise out of, relate to, or are in connection with the negotiations leading up to the ratification of the 2021-2027 CBA, the Labor Dispute, the 2017-2020 CBA or any other prior agreement with the Company, the termination of the 2017-2020 CBA, the January 21, 2021

strike, the alleged lockout, the hiring of temporary and/or permanent replacement workers by the Company, or any acts or omissions by the Company, of any of its officers, directors, employees, agents or representatives during the period of the Labor Dispute, including but not limited to, any grievance, claim, or any other liability or obligation whatsoever, including without limitation any claims under the National Labor Relations Act, 29 U.S.C. §§ 151 *et seq.*, the Labor Management Relations Act, 29 U.S.C. §§ 185 *et seq.*, or applicable Minnesota law.

**Non-Admissions Clause:**

36. Both Parties acknowledge that, consistent with their statutory obligations under the National Labor Relations Act, they have bargained in good faith for a successor collective bargaining agreement covering terms and conditions of employment for Bargaining Unit Employees, and that their negotiations have resulted in an agreement between the Company and the Union, have resolved all issues and controversies between the Parties regarding the rights and obligations, if any, of the Company, its Representatives, the Union, and/or any other current and/or former members of the bargaining units relating to the termination and/or modification of the 2017-2020 CBA as well as the negotiations for the 2021-2027 CBA and the Labor Dispute, as well as any acts or omissions by the Parties or any of their respective officers, directors, representatives, employees, agents or members.

37. The Parties agree that this Agreement does not constitute any admission of guilt, fault, responsibility, or liability on the part of any Party. The Parties deny any and all allegations of wrongful conduct based upon the claims, disputes, charges, complaints or lawsuits covered by this Agreement.

**No Retaliation:**

38. Each Party shall instruct its leadership to utilize all reasonable efforts to restore a cooperative and harmonious working relationship between the Parties.

39. There shall be no reprisals, penalties, recriminations, fines, discrimination, or disciplinary action by the Company, or its employees or agents, against any Bargaining Unit Employee on account of his/her participation in or non-participation in, or support or non-support of the Labor Dispute.

40. There shall be no reprisals, penalties, recriminations, fines, discrimination, or disciplinary action by the Union, or its officers, agents, representatives, stewards and members, against any Bargaining Unit Employee on account of his/her participation in or non-participation in, or support or non-support of the Labor Dispute. The Union's Board will recommend that no action be taken on any complaint filed against any such Bargaining Unit Employee for on account of his/her participation in or non-participation in, or support or non-support of the Labor Dispute. Notwithstanding any other provision of this Agreement, the Union agrees to reinstate to membership status, without the imposition of any additional financial obligation (other than payment of periodic dues), any Bargaining Unit Employee applying for membership who resigned, took financial core membership status in the Union at any time after January 21, 2021, or attempted to resign or take financial core membership.



**Non-Disparagement:**

41. The Parties recognize it is in the best interest to refrain from public disparagement of each other and will agree to cease any such activity where it exists.

**Effective Date/Ratification:**

42. This Agreement, and the 2021-2027 CBA, are subject to ratification by the Union in accordance with the Union's internal governance. This Agreement will be effective upon ratification by the Union's membership.

**Dispute Resolution:**

43. Any disputes arising out of the interpretation or application of the terms and provisions of this Agreement will be resolved in accordance with the grievance and arbitration procedures set forth in Article 19 of the 2021-2027 CBA.

The persons executing this Agreement below warrant that they are authorized by their respective parties to enter into this Agreement.

Accepted and agreed this \_\_\_\_\_ day of July, 2021.

For the Company:

\_\_\_\_\_  
\_\_\_\_\_

For the Union:

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\_\_\_\_\_