

LETTER OF AGREEMENT

The Company and the Union agree to modify the current collective bargaining agreement and the parties' Letter of Agreement dated February 2017, as follows:

1. **3.01.** The term of the agreement shall begin on July 10, 2012 and shall expire at midnight on June 15, **2021** with June 15 being the anniversary date thereof.
2. **Appendix B.** The Company will adjust the wage rates set forth in **Appendix B** as follows:
 - a. The wage rate for **6/15/18** will be the **3.5%** National Oil Bargaining pattern percentage increase (effective in 2018) over the 6/15/17 base rate.
 - b. The wage rate for **6/15/19** will be the National Oil Bargaining pattern percentage increase (**established and effective in 2019**) over the 6/15/18 base rate.
 - c. The wage rate for **6/15/20** will be the National Oil Bargaining pattern percentage increase (**established in 2019 and effective in 2020**) over the 6/15/19 base rate.
3. **Successorship.** **Amend Article 29.01 to read as follows** (identical language from Wynnewood Refining Company's 2009-2012 collective bargaining agreement with the Union):

29.01 The Company and the Union agree that in the event the Company enters into an agreement to sell the Wynnewood Refinery covered by the Collective Bargaining Agreement in its entirety to a third party or enters into a joint venture or merger agreement covering the Wynnewood Refinery in its entirety, the Company will include in any sale, merger or joint venture agreement the requirement that the successor company shall recognize the Union as the exclusive representative of the bargaining unit defined in the Collective Bargaining Agreement and shall adopt the Collective Bargaining Agreement and all existing and effective Memoranda of Agreement related to the Collective Bargaining Agreement. Such Collective Bargaining Agreement shall remain in full force and effect for its duration, except for mutually agreed to changes or as otherwise allowed by the Collective Bargaining Agreement, and continued employment with this successor company shall not require any form of a severance payment from the Company.

Notwithstanding the requirement to adopt the Collective Bargaining Agreement, any successor company shall not be required to continue the existing employee benefits offered in the Collective Bargaining Agreement, but shall be entitled to establish a package of benefits for employees covered by the Collective Bargaining Agreement that are reasonably comparable in the aggregate to those provided in the Collective Bargaining Agreement if requested by the Union, the successor company shall negotiate with the Union in good faith regarding those benefits. Should an agreement not be reached at the conclusion of any such negotiations, the successor company may proceed with implementation of the proposed Benefits Plans and the Union will not have the right to strike. However, nothing herein shall limit any right or lawful actions that may be taken by the Union or any successor company with respect to benefits following the expiration of the Collective Bargaining Agreement.

If the successor company and the Union are unable to reach an agreement on benefits, the successor company will have the option to waive the foregoing commitment to provide to employees covered by the Collective Bargaining Agreement a package of benefits that are "reasonable comparable Benefits in the aggregate" and provide the Union with the option to strike the successor employer on such benefits only by giving the successor company 120 days notice within 15 days after the Union has been informed by the successor company that it is waiving the commitment to provide to employees covered by the Collective Bargaining Agreement a package of benefits that are "reasonable comparable benefits in the aggregate".

ACCEPTED and AGREED this 15th day of February 2018.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO and
its Local 351

WYNNEWOOD REFINERY COMPANY,
LLC







Chara Blackburn






Elva L. Campbell
Business Rep.

**APPENDIX B
SCHEDULE OF JOB CLASSIFICATIONS AND
HOURLY WAGE RATES***

DEPARTMENT Classification	Wage Rates Effective								
	06/15/12	06/15/13	01/01/14	06/15/14	01/19/15	06/15/15**	06/15/16***	06/16/17****	6/15/18*****
OPERATIONS:									
Console Tech	\$36.07	\$37.15	\$37.52	\$38.65	\$39.42	\$40.41	\$41.62	\$42.87	\$44.37
CT minus	\$34.78	\$35.82	\$36.18	\$37.27	\$38.02	\$38.97	\$40.14	\$41.34	\$42.79
Operator A	\$32.89	\$33.88	\$34.22	\$35.25	\$35.96	\$36.86	\$37.97	\$39.11	\$40.48
Operator B	\$31.48	\$32.42	\$32.74	\$33.72	\$34.39	\$35.25	\$36.31	\$37.40	\$38.71
Operator B minus	\$30.10	\$31.00	\$31.31	\$32.25	\$32.90	\$33.72	\$34.73	\$35.77	\$37.02
Relief Operator	\$28.71	\$29.57	\$29.87	\$30.77	\$31.39	\$32.17	\$33.14	\$34.13	\$35.32
Operations Utility	\$16.80	\$17.30	\$17.47	\$17.99	\$18.35	\$18.81	\$19.37	\$19.95	\$20.65
TERMINALS:									
Terminal Operator A	\$32.89	\$33.88	\$34.22	\$35.25	\$35.96	\$36.86	\$37.97	\$39.11	\$40.48
Terminal Operator B	\$31.48	\$32.42	\$32.74	\$33.72	\$34.39	\$35.25	\$36.31	\$37.40	\$38.71
Terminal Operator B minus	\$30.09	\$30.99	\$31.30	\$32.24	\$32.90	\$33.72	\$34.73	\$35.77	\$37.02
Terminal Relief Operator	\$28.71	\$29.57	\$29.87	\$30.77	\$31.39	\$32.17	\$33.14	\$34.13	\$35.32
Terminal Utility	\$16.80	\$17.30	\$17.47	\$17.99	\$17.99	\$18.44	\$18.99	\$19.56	\$20.24
MAINTENANCE:									
Maintenance Technician	\$32.89	\$33.88	\$34.22	\$35.25	\$35.96	\$36.86	\$37.97	\$39.11	\$40.48
Maintenance Journeyman	\$31.48	\$32.42	\$32.74	\$33.72	\$34.39	\$35.25	\$36.31	\$37.40	\$38.71
Trainee A	\$29.47	\$30.35	\$30.65	\$31.57	\$32.20	\$33.01	\$34.00	\$35.02	\$36.25
Trainee B	\$26.22	\$27.00	\$27.27	\$28.09	\$28.09	\$28.79	\$29.65	\$30.54	\$31.61
Trainee C	\$22.98	\$23.67	\$23.91	\$24.63	\$24.63	\$25.25	\$26.01	\$26.79	\$27.73
Trainee D	\$20.53	\$21.15	\$21.36	\$22.00	\$22.00	\$22.55	\$23.22	\$23.92	\$24.76
Maintenance Utility	\$16.80	\$17.30	\$17.47	\$17.99	\$17.99	\$18.44	\$18.99	\$19.56	\$20.24
LABORATORY:									
Laboratory Tech A	\$29.90	\$30.80	\$31.11	\$32.04	\$33.96	\$34.81	\$35.85	\$36.93	\$38.22
Laboratory Tech B	\$27.36	\$28.18	\$28.46	\$29.31	\$31.07	\$31.85	\$32.81	\$33.79	\$34.97
Laboratory Utility	\$16.80	\$17.30	\$17.47	\$17.99	\$17.99	\$18.44	\$18.99	\$19.56	\$20.24
NCCER RATES									
Dual Qualified Journeyman							\$40.64	\$41.86	\$43.33
Plant Journeyman							\$38.65	\$39.81	\$41.20
Class 1							\$34.00	\$35.02	\$36.25
Class 2							\$27.45	\$28.27	\$29.26
Class 3							\$24.29	\$25.02	\$25.90
Maintenance Utility							\$19.37	\$19.95	\$20.65

* Beginning 1/5/15, a factored wage will no longer be used, and the wage rates listed below are the wage rates regardless of shift (e.g., 8, 10 or 12 hour) and whether scheduled or unscheduled

** Wage rates for 6/15/15 will be National Oil Bargaining pattern percentage increase (effective in 2015) over the 01/05/15 base rate.

*** Wage rates for 6/15/16 will be National Oil Bargaining pattern percentage increase (effective in 2016) over the 6/15/15 base rate.

**** Wage rates for 6/15/17 will be the 3% National Oil Bargaining pattern percentage increase (effective in 2017) over the 6/15/16 base rate

***** Wage rates for 6/15/18 will be the 3.5% National Oil Bargaining pattern percentage increase (effective in 2018) over the 6/15/17 base rate

Wage rates for 6/15/19 will be the National Oil Bargaining pattern percentage increase (established and effective in 2019) over the 6/15/18 base rate

Wage rates for 6/15/20 will be the National Oil Bargaining pattern percentage increase (established in 2019 and effective in 2020) over the 6/15/19 base rate

Temporary supervisor rate will be \$2.00 above the employees' normal base rate.

Operator B minus will promote to Operator B after a total of 3 years in the Relief Operator and Operator B minus position.

***Augmented Pay Provision For Senior Operator "B" on Each Crew:**

If an employee who is the most senior Operator "B" on his crew becomes "CT" qualified, then that employee will receive a pay adjustment equivalent to Operator "A". The augmented pay rate will be considered that employee's pay, including for all benefits such as vacation, sick leave, 401k contributions, etc. If an employee receiving augmented pay is no longer the senior Operator "B" on his crew because he moves to a different crew or a more senior Operator "B" that is qualified as a "CT" moves to his crew, then he shall continue to receive the augmented pay for an additional three (3) months. If a senior Operator "B" becomes disqualified as a "CT", then he will no longer receive the augmented Operator "A" pay and will revert back to regular Operator "B" pay including for all benefits as described above on the date of disqualification.

***Relief Operator and B minus Pay After Qualifying as "A" Operator:**

If an employee who is classified as a "Relief Operator" or a "B minus" in Operations or Terminals qualifies as an "A" before three years of employment, such employee will be paid "B" wages starting on the date of qualifying as an "A" in their zone. The employee will then receive "B" pay for all hours worked plus for all benefits such as sick leave, vacation, jury duty, 401k matching and all other benefits. The employee will receive "A" pay for working the "A" position for any temporary time and if he or she is promoted to permanent full time "A" position will receive "A" pay for all hours worked and benefits.

***Operator "A" that has qualified for the Console Tech position in their zone will receive Console Tech minus pay.**

Laboratory and Maintenance Employees: *If a Maintenance or Laboratory employee works in excess of seventy-two (72) hours in a work week, then any hours worked in excess of seventy-two (72) hours shall be paid at two (2) times their BSTR.*