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## ARTICLES OF AGREEMENT

Between

**WYNNEWOOD REFINING COMPANY, LLC**  
(Hereinafter referred to as the "Company")

and

**INTERNATIONAL UNION of OPERATING ENGINEERS, AFL-CIO**  
**and it's Local 351**

(Hereinafter referred to as the "Union", acting for and in behalf of the employees of the Company)

### ARTICLE 1

#### PURPOSE

- 1.01 Whereas, the parties to this agreement intend to promote an increasing spirit of harmony and good will between the Company and its employees represented by the Union, and to insure the most efficient operation of the facilities of the employer.
- 1.02 This agreement shall constitute the entire agreement between the Company and the Union on all bargainable issues provided, however, this agreement shall be subject to modifications by written mutual agreement of the parties hereto, but the parties are not required to bargain during the life of this agreement. This agreement shall, after commencement date hereof, cancel and supersede all prior labor agreements between the Company and the employees to whom this agreement applies.
- 1.03 Now therefore, it is understood and agreed to as follows:

### ARTICLE 2

#### RECOGNITION

- 2.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent of employees in respect to hours, wages, and other conditions of employment for that unit of it's employees in it's Wynnewood, Oklahoma refinery, to-wit:

All hourly paid Production and Maintenance employees of Wynnewood Refining Company, LLC employed at its Wynnewood, Oklahoma refinery, exclusive of all other employees including all office and plant clerical employees, administrative employees, professional employees, technical employees, janitors, guards, and all supervisors as defined in the Act.

### ARTICLE 3

#### TERM OF AGREEMENT

- 3.01 The term of the agreement shall begin on July 10, 2012 and shall expire at midnight on June 15, 2015 with June 15 being the anniversary date thereof.
- 3.02 Either party may notify the other party in writing at least sixty (60) days prior to the anniversary date of it's desire to amend or terminate this Agreement. In the event such notice is given,

both parties agree to meet and confer promptly and at least thirty (30) days prior to the anniversary date concerning such proposed amendment of the terms of a new agreement. The giving of notice to amend this Agreement shall not terminate the Agreement and if no agreement on the proposed amendment is reached prior to the anniversary date, this Agreement shall nevertheless remain in effect as though no such notice had been given unless either party shall notify the other party in writing within thirty (30) days following the anniversary date that the Agreement will terminate sixty (60) days following the anniversary date. In the event such termination notice is given, both parties agree to meet and confer concerning the terms of a new agreement during the period preceding the date of such termination.

3.03 This agreement, or any portion thereof, may be modified or amended at any time by the mutual consent of the Union and the Company.

**ARTICLE 4  
UNION SECURITY**

- 4.01 All employees covered by this agreement who are or become members of the Union shall, as a condition of employment, maintain their membership in the union in good standing for the duration of this agreement, provided however, that employees shall have a period of 15 calendar days prior April 1 of each year to notify the Union and the Company in writing that he or she no longer desires to be a member of the Union.
- 4.02 It shall also be a condition of employment that once an employee signs and submits a check-off authorization form that he or she continues to allow the Company to withhold union dues until such time that the employee notifies the Company in writing fifteen (15) days prior to April 1 of each year that he or she no longer desires the Company to deduct union dues. The Company shall notify the Union of the employee's desire in writing and then cease to deduct union dues from that employee effective on April 1.

**Authorization for Deduction of Union Dues**

**I hereby authorize Wynnewood Refining Company, LLC, my employer, to deduct from my wages due me and payable on the first regular payday each month, the sum of \$ \_\_\_\_\_, being my regular periodic union dues and to remit this amount to the proper officer of Local 351 for my account. This authorization may be revoked by me within fifteen (15) calendar days prior to April 1 of each year or upon termination of my employment.**

Date \_\_\_\_\_

Signed \_\_\_\_\_

**Employee**

- 4.03 The Union and the Company shall respect the agency of the employee with regard to union membership and neither party shall discriminate against any employee in any manner in regard to his choice of membership or non-membership in the Union.
- 4.04 The check-off provision shall apply only to the regular monthly dues of the Union and to no other fees nor assessments.

- 4.05 During a new employee's orientation, the Workers Committee and Union Representatives will meet with the employee(s) for up to one (1) hour for the purpose of acquainting the new employee(s) with this agreement and its provisions.

## **ARTICLE 5**

### **HOURS OF WORK AND OVERTIME**

- 5.01 The Company adopts the forty (40) hour work week for hourly employees. An employee shall work assigned overtime, except an employee may refuse an overtime assignment if another qualified employee agrees to work the required overtime. The Union will work to meet the Company's requirements for overtime.
- 5.02 The Company will attempt to equalize overtime opportunities by job classification.
- 5.03 A work day shall consist of twenty-four (24) hours, from 10:01 PM to 10:00 PM. A work week shall consist of seven (7) consecutive days, commencing at 10:01 PM on each Saturday. Each regular employee shall have a weekly schedule and he or she may not be refused work on his or her regular schedule, except for causes beyond the control of the Company.
- 5.04 An employee who shall have worked forty (40) hours in any work week prior to the expiration of said work week shall not be required to refrain from further work on any regular scheduled work day for the balance of such work week except by mutual agreement between the employee and the Company or circumstances beyond control of the Company.
- 5.05 The company will determine the work schedules for all employees which will consist of at least 8 hours in a day. Employees will be assigned to a work schedule as determined by the company. An employee shall be paid time and one-half (1 1/2) their regular rate of pay for their first regular shift worked following a change in their assigned work schedule unless the employee receives 24 hours advance notice, (but no such time and one-half (1 1/2) payment shall be paid to such employee for any subsequent change in schedule in the same workweek).
- 5.06 The Company may provide and assign hourly employees in the maintenance department cell phones on an equal rotating basis, consistent with the qualifications and coverage needs as determined by the Company. Employees will have the right to trade responsibilities of carrying assigned cell phones with other qualified employees, provided that the Company is informed of such trade in advance. Employees assigned cell phones will receive \$15 per day Monday through Friday, and \$30 Saturday and Sunday (and all paid Holidays per Article 13), for callout responsibilities when assigned a cell phone. An employee who reports to work pursuant to a callout is guaranteed five (5) hours of straight-time pay at his regular hourly rate. Employees so assigned must report to the plant within 1.5 hours from the time of the call to work. Failure to respond, or failure to respond in a timely manner as indicated above, to a call to work may result in corrective action and forfeiture of call pay.
- 5.07 The Company will pay on-coming shift workers, who are responsible for 24 hour coverage in their classification, up to 15 minutes pay at their applicable straight-time rate (or 1.5 times the applicable rate if such employee works their full shift) to each such employee reporting to their regularly scheduled shift if the employee is required to make a shift relief with another employee.
- 5.08 The Company reserves the right to assign work in any classification or position, on any shift or schedule to qualified employees.

- 5.09 The Company and the Union recognize that it is critical to the success of the Company that employees be trained to perform multiple job duties. The Company has the right to rotate job assignments and conduct cross craft training. The Company and the Union agree that cross craft training and rotation of job assignments will be an essential part of the employee development. Employees within the Operations and Terminal Departments can perform job duties that they are trained and qualified to perform. The Company retains the right to assign work to trained operations personnel, and the Company will assign personnel, based on its sole discretion, to perform the work in the most efficient manner. When deemed more efficient for maintenance employees to perform work, the Company will assign the work to maintenance.

## **ARTICLE 6**

### **COMPENSATION**

- 6.01 Overtime, shift differentials, and other premium pay shall not be pyramided nor compounded.
- 6.02 Employees shall be paid at a rate of 1.5 times the employees regular hourly rate (or the rate determined under an applicable MOA) for all hours worked in excess of their regularly scheduled work day (consisting of at least 8 hours in a day) or forty hours in a workweek, or for all hours worked on any of the holidays specified in the CBA.
- 6.03 Allocation of overtime shall be made by the Company without prejudice or discrimination.
- 6.04 When a regular employee reports for work as scheduled, or is required or notified by the Company to report for work, and is then not required nor permitted to work, he shall be credited with four (4) hours pay at his regular rate, unless he has theretofore been notified not to report, or unless the Company has made a bona fide attempt to so notify him. Call out pay after an employee's regular work hours or on his day off shall consist of five (5) hours straight time or time and one half for hours actually worked, whichever is greater. Call out provisions shall not apply to an employee who is called out prior to the start of his regular scheduled work hours and who works continually into his scheduled work day.
- 6.05 An employee held 3 hours past the end of their regular scheduled shift, and every 5 hours thereafter, or who is called out and works more than 5 hours, will be entitled to a meal allowance. Each meal allowance will be \$20.00, paid through the payroll system and subject to all necessary deductions and taxes. The employee who is entitled to such meal allowance may get a hot meal at their expense.
- 6.06 Employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour above their base rate.

## **ARTICLE 7**

### **SENIORITY**

- 7.01 Seniority as used in this agreement is the measure of employee's length of continuous service with the Company and shall apply with respect to layoffs and recall. Employees with previous service at the Wynnewood Refinery shall be credited as Company seniority as set forth in the May 2012 seniority list, unless otherwise agreed to by the parties.
- 7.02 The Company shall exercise its management right to place and/or promote those individuals who, in the sole discretion of the Company, are the most qualified to fill available position(s). In the event that Management, in its sole discretion, deems individuals to be equally qualified, seniority shall be used as the determining factor. Whenever practicable, Management shall

post available job openings for all interested Employees to apply. Said posting shall state the minimum qualifications for the available opening.

- 7.03 In determining seniority, services of three (3) kinds shall be considered:
- (a) "Plant seniority" as used herein means the length of service in the Company's Refinery.
  - (b) "Job seniority" as used herein means length of service in a particular job classification shown upon the Progression and Retrogression chart attached hereto and made a part hereof. All job seniority shall begin on the date an employee is assigned to a particular job classified in accordance with the terms of this Agreement.
  - (c) "Department Seniority" as used herein means length of service in a particular line of progression.
- 7.04 Seniority lists will be compiled once each year. Copies of such lists will be furnished to the Worker's Committee and the Union office.
- 7.05 All new employees (including former employees rehired after losing their seniority) shall be considered as being on probation, in so far as continued employment with the Company is concerned, until they have been employed for a continuous period of one hundred twenty (120) days, after which time their seniority dates back to first date of current hiring. During the one hundred twenty (120) days probationary period, such new employees may be discharged by the Company at any time with or without cause, and such action shall not be the subject of a grievance on the part of the Union or such employee under the provisions of this Agreement.
- 7.06 An employee laid off for lack of work and re-employed by the Company within one (1) year shall not lose his seniority, provided he has not declined to work with the Company in the meantime.
- 7.07 An employee promoted to a supervisor in a temporary or permanent capacity shall not lose his seniority within the bargaining unit by reason of such promotion, unless he remains in such capacity for more than one hundred twenty (120) consecutive days. For purposes of calculating the consecutive one hundred twenty (120) days, the employee's days off and vacation will be included but any Sick Leave days used will not be included in the one hundred twenty (120) consecutive days. After the employee returns from sick leave and subsequently returns to a supervisor position, then the calculation of the one hundred twenty (120) days will continue with the prior consecutive days worked as a supervisor before sick leave.
- 7.08 In determining who is the senior man where job seniority is equal, plant seniority shall prevail. In the event both are equal the job shall be awarded by the drawing of lots.

## **ARTICLE 8**

### **PROMOTIONS AND DEMOTIONS**

- 8.01 Attached hereto and made a part hereof and referred to hereinafter as "Appendix A" is a Progression and Retrogression chart agreed to by the Company and the Union showing all job classifications in the bargaining unit. The line of advancement or demotion shall be as outlined on the Progression and Retrogression chart and as provided for in this Article. Changes or amendments of said chart shall not be made except by mutual agreement of the Company and the Union.
- 8.02 When a vacancy has been declared by the Company in any position, group, or classification the company may post the opening to enable all employees to express their interest in the

position. The company will review information provided by interested employees and determine whether to fill the position with an internal candidate or whether to fill the position with an external candidate.

- 8.03 When a vacancy is declared in any position or classification the Company reserves the right to hire any external candidate it determines is qualified for the position.
- 8.04 Entry level classifications are the Utility classifications in the Operations, Terminals, Laboratory and Maintenance departments as indicated in Appendix A. The company may hire Journeymen directly into the Maintenance department.
- 8.05 Anyone in any classification in the operations or terminals department must qualify in the next higher classification.
- 8.06 An employee who refuses a permanent promotion shall sign a job refusal slip, which will become a part of his permanent record. Such job refusal shall not preclude such employee for future permanent vacancies. If none of the employees in that classification who are qualified accepts the promotion, the senior qualified operator must accept promotion.
- 8.07 No employee bidding to an entry level classification may disqualify himself under other provisions of this article.
- 8.08 It is recognized by the parties hereto that it is the right, duty, and responsibility of the Company to evaluate fairly the qualifications of an employee, and in doing so, the Company will exercise this function without prejudice or discrimination. An employee shall be given ample time (or the amount of time specifically agreed to by the parties in a Letter Agreement or training program) to qualify for a job which was the result of a promotion or a job posting. If the employee does not qualify, then the employee shall be returned to his former position.
- 8.09 The Company will provide, insofar as it is practical, equal opportunity for all employees of comparable standing, within a given job classification to learn the duties and responsibilities of the next job for which they are to become qualified.
- 8.10 An employee who has advanced in a line of progression beyond an employee who has failed or refused a promotion shall, for the purpose of promotions, continue to remain ahead of such employee.
- 8.11 Demotions required by force reduction shall be in the inverse order of promotions, and the line for demotion determined by reference to the Progression and Retrogression chart. An employee demoted because of force reduction shall carry back to the lower classification all job seniority acquired in the higher classification. If an employee is bumped from a line of progression because of force reduction, he shall retain that line of progression seniority until he relinquishes it by being awarded a job bid.
- 8.12 If the Company deems it necessary to create a new classification it will meet with the workmen's committee to discuss its place in the progression chart and its pay rate relative to the other positions and the procedure for staffing it. In the event the parties cannot agree to the placing and pay of the new position management retains the right to set the placing and pay.

## ARTICLE 9

### TEMPORARY VACANCIES

- 9.01 Temporary vacancies referred to herein shall be all vacancies caused by vacations, sickness, injuries, absences (excused or unexcused), and leaves of absence not expected to last more than ninety (90) days.
- 9.02 The Company, in its sole discretion, may transfer employees temporarily between shifts and between jobs and departments in order to maintain efficient and/or economical operations of the refinery.

## ARTICLE 10

### LAYOFF AND RE-EMPLOYMENT

- 10.01 Layoffs shall be on the basis of plant seniority. Laid-off employees shall retain line of progression seniority for a period of sixty (60) days.
- 10.02 The last employee laid-off with seniority shall be the re-employed when a job opening occurs, unless another laid-off employee has line of progression seniority where the job opening occurs.
- 10.03 In case of layoff or reduction in forces, each employee so laid off shall file with the Company his mailing address and shall be under a duty to advise the Company of any changes in address. In the event of re-employment of employees who have been laid off the Company shall notify in writing such employee in order of seniority of the opportunity for re-employment. Any employees desiring re-employment shall notify the Company by certified mail within twenty-four (24) hours of his intention to accept re-employment or furnish a satisfactory reason for not doing so. In the absence of such acceptance, the Worker's Committee and the Company shall agree that the position need not be held open by the Company for such employee. A reasonable period for moving and traveling not to exceed ten (10) days shall be granted to any employee so notifying the Company of his intention to accept re-employment.
- 10.04 In case of layoff or reduction in forces, the Company shall give to each employee laid off notice in writing two (2) weeks prior to the date of termination of his employment.

## ARTICLE 11

### DISPUTES AND GRIEVANCES

- 11.01 It is the desire of both the Company and the Union that matters which may result in grievances be made the subject of early conferences between the Company and the Workmen's Committee. To accomplish this purpose the Workmen's Committee and the Company will meet periodically to discuss labor relations and other problems.
- 11.02 A grievance may be filed for the purpose of adjusting complaints, disputes, claims of unfair treatment, or alleged discharge without cause involving the terms of this agreement or the interpretation thereof. The steps of the grievance procedure shall be as follows:

**First Step:** When an employee grievance exists, an employee, or a group of employees affected, may verbally discuss the grievance with his or their supervisor and/or a manager either with or without a Workman's Committee member present as the



employee desires. If the grievance is not settled in the course of this discussion, the supervisor or manager shall give his verbal answer within five (5) calendar days after the grievance is presented to him. If the grievance is not settled it may be reduced to writing with one copy each for the Company, the Union, and the grievant. Any grievance, including an discharge grievance, not presented within fifteen (15) days from the date the alleged cause of complaint occurs or from the time the grievant could reasonably have become aware of its occurrence, will be barred.

**Second Step:** The written grievance may be referred to the Second Step, provided it is so referred in writing within ten (10) calendar days after receipt of the supervisor's answer in the First Step. A meeting will be held with Company representatives to discuss the grievance within ten (10) days after the Company receives the written grievance. The Company's answer will be given in writing within ten (10) calendar days following the discussion meeting.

**Third Step:** If no satisfaction has been reached in the first two steps then the grievance may be submitted to mediation using Federal Mediation and Conciliation Services (FMCS) upon written notice within fourteen (14) calendar days after delivery of the Company's second step answer. The mediator shall have no authority to add to, modify, or alter the terms of this agreement. The sole authority of the mediator is to help the parties come to a mutually acceptable resolution to the grievance. If the grievance is a termination grievance, the Union shall have the right to skip the third step and submit the grievance for arbitration per the Fourth Step. Any fees associated with the mediation shall be split equally by the Company and the Union.

**Fourth Step :** If no satisfaction has been reached in the first three steps then the grievance may be submitted to arbitration upon written notice within fourteen (14) calendar days after mediation or for a termination grievance it can be submitted for arbitration upon written notice within fourteen (14) calendar days after delivery of the Company's Second Step answer. The written grievance submitted at this stage must, within the ability of the grievant specify the Article(s) or section of this agreement violated and the specific remedy sought. The Union and the Company shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) Arbitrators suitable to act as arbitrator of the dispute. The Company and the Union shall each alternately strike a name from the list until one name remains who shall be chosen as arbitrator for the case. A coin shall be tossed to determine which party shall strike the first name. The decision of the arbitrator shall be final and binding on all parties. The arbitrator's fees and expenses and other costs directly associated with the arbitration shall be borne equally by the Company and the Union, including pay for the grievant.

11.03 The arbitrator shall have no authority to add to, modify or alter any of the terms or provisions of this agreement. The sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute. Each arbitration proceeding shall be held at such place and such time as shall be mutually agreed upon by the Company and the Union and if they cannot agree, then the arbitrator shall designate the place and time. The arbitrator shall have no authority to impose liability upon the Company arising out of acts occurring after the termination date of this agreement. Any matter submitted to the arbitrator which is outside his jurisdiction to determine shall be referred back to the parties without any action.

- 11.04 Upon any dispute or grievances arising hereafter during the term of this Agreement, the Union shall be the exclusive agent to represent such employee, or any of them, and as to any grievance or complaint, any agreement or adjustment made by the Union and the Company shall be binding upon any affected employee and the Company and the Union. The method provided in Section 2 herein above for handling complaints shall be exclusive and no suit may be brought by any party hereto or by any of the employees covered hereby, until the method provided for in Section 2 of this article is completely followed, nor after the rendering of a decision by arbitration.
- 11.05 No letter of reprimand two (2) years old or older shall be used against any employee for further disciplinary action or in arbitration, provided no similar nor related incidents nor occurrences have happened within the two year period.

**ARTICLE 12**  
**PAID TIME OFF**

- 12.01 Following the conversion in July 2012, employees will participate in the CVR Energy Paid Time Off (PTO) program, Short Term Disability (STD) Plan and Long Term Disability (LTD) Plan. PTO can be used as vacation days, sick days, for personal emergencies and to supplement Short Term Disability.

Employees must obtain advance approval from their supervisor to take PTO. Scheduling PTO for two weeks or more must have the advance approval of the Plant Manager or his designee. PTO will count as time worked for the purpose of calculating overtime.

PTO accrual rate is based on length of service and will accrue on the first day of each month. Wynnewood employees will be given credit for their continuous Wynnewood service. No PTO will accrue during the first 3 months of employment.

Service	PTO Accrued	
	Days per Year	Hours per Pay Period*
0 to 3 mos.	0	0
3 mos. to 1 year	12.75**	5.10
1 to 4 years	17	5.23
5 to 10 years	20	6.15
11 to 19 years	25	7.69
20 +years	30	9.23

\* One day of PTO is equal to 8 hours\*One day of PTO is equal to 8 hours

\*\*Represents days of PTO for the stated nine-month period

PTO calendar year carryover is limited to a maximum of 30 days (240 hours).

In regard to absence from work, the only time PTO is not required to be used is for mandatory civic obligations (i.e. jury duty), bereavement and unpaid military leave. The Company and the employee may agree, as permitted by law, to have PTO supplement short term disability leave (up to a combined 100% of such employee's pay).

Employees will be eligible for Short Term Disability (STD). Abuse of the PTO or STD plans and/or excessive absenteeism may result in discipline up to and including discharge.

An employee who resigns his employment shall be entitled to his accumulated PTO hours earned up to the time of termination provided the employee has given two (2) weeks written notice and returned all Company property in their possession.

- 12.02 Vacation preference will be governed by the employee's seniority with the company as outlined, provided such preference does not interfere with the efficient and continuous operation of the refinery.
- 12.03 Plant seniority shall govern preference in selecting vacations in the Maintenance Department.
- 12.04 Plant seniority shall govern preference in the Operations Department and the Terminal Department within their appropriate work group.
- 12.05 Posted vacation schedules shall be considered fixed and shall not be changed except for an unexpected or unplanned shutdown of the processing units or to fill vacated vacations schedules provided such changes do not obligate the Company to premium pay.
- 12.06 PTO is to be taken in full weeks unless approved by the Company.
- 12.07 In case of illness, an employee must call his supervisor each day he does not expect to be at work. In cases of extended illness the employee may make other arrangements with his supervisor. Employees may not leave a message with the receptionist. If the supervisor is not available an employee must report his absence to a department head or someone in management.

## **ARTICLE 13**

### **HOLIDAYS**

- 13.01 Employees shall observe the day of the week on which the holiday falls, except when the holiday falls on Saturday or Sunday. Then the employees in the Maintenance Section shall observe Friday if the holiday falls on Saturday and Monday if the holiday falls on Sunday. Laboratory employees will observe the day of the actual holiday the same as operations employees.
- 13.02 Any employee working on any of the ten (10) holidays shall be paid at the rate of two and one-half (2 *h*) times his regular rate, whether such holidays fall on his regularly scheduled work day or his off-day. Any employee not working on any of these holidays shall receive no pay on days not worked if he takes the holiday when the Company requests him to work on that day; but if the Company requests him to observe the holiday and not to work, then such employee shall be paid for that day at his regular rate. Such unworked holidays shall be considered as days worked in the computation of overtime unless the holiday falls on his day off.

## **ARTICLE 14**

### **LEAVE OF ABSENCE**

14.01 Any employee, upon written request to the Company and for just cause, may upon approval be granted a leave of absence of not more than sixty (60) days, without pay, in any one calendar year without loss of seniority or other service benefits. The Company shall not be required to grant such leave to more than one man from each of the Operations Department, the Terminal Department, and the Maintenance Department at any one time. Union business shall be considered just cause for leave of absence.

## **ARTICLE 15**

### **FUNERAL LEAVE**

- 15.01 Employees will participate in the Company's Bereavement Leave policy. The Company's current policy is shown in Appendix 1. The Company may change this policy from time to time as the Company deems appropriate.
- 15.02 Each multiple death situation will be evaluated on its own set of circumstances by the Refinery Manager and Personnel Manager of the Company, with a reasonable amount of time off granted under such situations.

## **ARTICLE 16**

### **WORKER'S COMMITTEE**

- 16.01 The Union will elect a Worker's Committee composed of four (4) members from the bargaining unit.
- 16.02 Representatives of the Company shall meet with the Worker's Committee at regular monthly intervals for discussion of the individual and mutual problems, and to dispose of questions arising under this Agreement. Members of the Worker's Committee shall suffer no loss in pay as a result of meetings with Company representatives or collective bargaining.
- 16.03 In all matters requiring the consent or approval of both the Union and the Company, no decision or agreement shall be binding upon the parties unless reduced to writing and signed by duly authorized representatives of both the Company and the Union.
- 16.04 Except as notice may be mutually waived, on forty-eight (48) hours written notice, excluding Saturdays, Sundays, and holidays, the Company or the Union may call an emergency meeting and any such notice given shall state the subject to be discussed.

## **ARTICLE 17**

### **INDUSTRIAL ACCIDENT OR INJURY**

- 17.01 Employees absent from the job due to an occupational illness or injury will be compensated in accordance with the laws and statutes of the state of Oklahoma.

**ARTICLE 18**  
**SUPERVISORS**

18.01 Supervisors shall not perform work customarily and regularly performed by employees in the bargaining unit except in cases of emergency affecting the safety of equipment or personnel and for purposes of instruction or training, during startup and shutdown of process units, and experimental processes.

**ARTICLE 19**  
**HEALTH AND SAFETY**

- 19.01 The Company may require medical examination at any time during the continuance of employment to establish the employee's physical fitness for the duties to which he has been assigned. Such examination shall be made by a physician selected and compensated by the Company.
- 19.02 If any employee refuses to accept the physician's verdict of any medical examination, provided for in the above section of this article, he may select and be examined by any reputable physician and present to the Company a certificate attesting to the results thereof, this examination to be paid for by the employee. In the event the decision of the employee's physician is contrary to that of the physician representing the Company, an examination may be made by a third physician selected by the two physicians (provided such third physician is a member in good standing of the American Medical Association) whose findings and opinion shall be final and binding upon the Company and the employee.
- 19.03 Safety rules and precautions usual to the industry shall be observed. The Company will provide suitable protective clothing for employees required to work in locations and in types of work that require such protective clothing. The Company will reimburse employees for regular clothing damaged where protective clothing has been properly employed. Matters of safety, including the observance of safety rules and the utilization of protective equipment, shall properly be matters of discussion at regular meeting with the Company.
- 19.04 There shall be established a joint Labor-Management Health and Safety Committee, consisting of equal Union and Company representatives, but not less than two nor more than four each. The Safety Committee shall accept safety suggestions from employees, discuss safety matters, make safety investigations and recommend safety campaigns and specific safety measures. In order to effectuate its purpose as herein expressed, the Safety Committee shall meet one time each month. The Company will take action on the Committee's recommendations as it shall consider necessary and shall report thereon at the next meeting of the plant Safety Committee.

**ARTICLE 20**  
**OUTSIDE WORK**

20.01 Contracting out decisions will be made by the company based on cost, quality, emergency situations, required equipment or expertise, or any other criteria deemed to be relevant by management.

20.02 Union has the right to present alternative suggestions, with supporting justifications that could result in additional review of the Company's decision. Such suggestions will not diminish the Company's right to make and implement contracting out decisions.

## **ARTICLE 21**

### **STRIKES AND LOCKOUTS**

21.01 There shall be no strike, sympathy strike, boycott, stoppages or any other slowdowns of work on the part of the Union or the employees and no lockouts on the part of the Company during the term of this agreement.

## **ARTICLE 22**

### **MANAGEMENT'S RIGHTS**

22.01 Except as otherwise expressly limited by a provision in this agreement, the right of management of the plant and the direction of the working forces and of the general affairs of the Company shall be vested entirely and exclusively in the Company. These rights shall include but not be limited to:

- (a) The right to determine the nature of the Company's business and to determine the location(s) for the conduct of its business and to determine the work and the business to be conducted at such place(s), and to determine whether to increase or decrease or *move* or discontinue in whole or in part the work or the business conducted at such place(s).
- (b) The right to hire, transfer, suspend or discharge for cause, or to lay off due to lack of work.
- (c) The right to determine and redetermine the products to be manufactured or produced, the materials to be used, and the methods and processes to be employed.
- (d) The right to determine and redetermine the sources of supply for all services, goods, materials, components, equipment, subassemblies and products sold and/or used.
- (e) The right to determine and redetermine product schedules, assignment of work, the shift, the work schedules and the supervision of each employee.
- (f) The right to determine and redetermine when and under what circumstances work will be performed by persons other than employees of the Company or performed by supervisors on other than a regular shift basis.
- (g) The right to make promotions and demotions.
- (h) The right to establish and reestablish reasonable rules and conditions covering the operations for the plant and the conduct of employees within the plant.
- (i) The right to discontinue its business, in whole or in part, and/or relocate its business in whole or in part.

## **ARTICLE 23**

### **VALIDITY OF AGREEMENT**

- 23.01 The terms of this Agreement shall be subject to all laws of the United States Government or the State of Oklahoma or of any governmental agency having authority to issue binding decrees. Modifications or changes in this Agreement to conform to the said laws or decrees shall be made by the parties hereto promptly.
- 23.02 If any provision of this contract is held by a court of final jurisdiction to be illegal or unlawful, the same shall not affect or impair the validity of any other provision contained in this Agreement.

## **ARTICLE 24**

### **SERVICE OF NOTICE**

- 24.01 Notices provided for herein may be given by depositing same in the United States mail, registered postage prepaid, and addressed from one party to the other, to-wit:

INTERNATIONAL UNION OF OPERATING ENGINEERS  
Local351, AFL-CIO  
58 Broadlawn  
Ardmore, Oklahoma 73401

WYNNEWOOD REFINING COMPANY, LLC  
P.O. Box 305  
Wynnewood, Oklahoma 73098

## **ARTICLE 25**

### **NO DISCRIMINATION**

- 25.01 In accordance with the requirements of Title VII of the Civil Rights Act of 1964, the Civil Rights act of 1991 and the Americans with Disabilities Act, the Company nor the Union shall discriminate against an employee because of race, color, religion, sex, handicap, disability, national origin or veterans status. Furthermore, no employee shall be discriminated against because of age, as outlined in The Age Discrimination in Employment Act of 1967. This obligation not to discriminate in employment includes but is not limited to hiring, placement, upgrading, transfer, demotion, training, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.
- 25.02 Neither the Company nor the Union shall interfere with, restrain, coerce nor discriminate against any employee because of membership or non-membership in the Union.
- 25.03 The use of gender specific pronouns throughout this agreement is for ease of reference only and shall not be construed by the Union, the Company, nor any employee and evidence of any intent by or pattern of any party to discriminate against any person on the basis of sex.

## **ARTICLE 26**

### **UNION ACTIVITIES**

- 26.01 The Union agrees that none of its members will conduct any Union activities during working hours, except as authorized in this agreement. Members of the Workmen's Committee or

employees must receive permission from their immediate supervisors to leave their work stations and must receive permission from the supervisor concerned to enter an area for Union business. Such permission will not be unreasonably withheld. They are required to return promptly to their work places when their part in the Union business has been completed.

## ARTICLE 27

### RULES OF CONSTRUCTION

- 27.01 In construing this agreement, past practice shall not be considered except to the extent necessary in order to construe a provision of this agreement that is found to be ambiguous.
- 27.02 Nothing shall be deemed a past practice unless it meets each of the following tests:
- (a) certain and uniform
  - (b) consistently followed
  - (c) generally known by the parties hereto; and
  - (d) not in opposition to the terms and conditions in this agreement

## ARTICLE 28

### BENEFITS

Existing 28.01, 28.02, 28.04 and 28.05 to remain in effect through December 31, 2012.

Existing **28.03** to remain in effect until the transition to the Company' Short Term Disability Plan in July 2012, at which time employees will be covered by the CVR Long-Term Disability Plan as set forth below, (and existing 28.03 will be deleted).

- 28.01 **Medical Benefits:** The Union represented employees shall be offered the same medical plan which is offered to all Company employee and shall participate in the cost at the same rate as all Company employees. Any changes in the plan will be communicated to all employees during the open enrollment period that usually occurs is December of each year.
- 28.02 **Dental Benefits:** The Union represented employees shall be offered the same dental plan which is offered to all Company employee and shall participate in the cost at the same rate as all Company employees. Any changes in the plan will be communicated to all employees during the open enrollment period that usually occurs in December of each year.
- 28.03 **LTO Benefits:** The Company's Long Term Disability Plan shall remain in effect for the duration of the agreement without decrease in benefits. Any increase or decrease in costs to the plan shall be borne by the Company.
- 28.04 **Basic Life and AD&D:** The Company's Basic Life, AD&D Plan, and dependant life shall remain in effect for the duration of the agreement without decrease in benefits. Any optional programs offered to Company employees will also be offered Union represented employees. And increase or decrease in costs to the plan shall be borne by the Company.
- 28.05 **EAP:** The Company's Employee Assistance Plan shall remain in effect for the duration of the agreement without decrease in benefits. Any optional programs offered to Company employees will also be offered Union represented employees. And increase or decrease in costs to the plan shall be borne by the Company.

Effective January 1, 2013, delete existing 28.01, 28.02, 28.03 and 28.05 and replace as follows:



Employees covered by this agreement shall be offered the opportunity to enroll in, and participate in, the Company's medical and dental plan, prescription drug program, short term disability program, long term disability plan, basic life and AD&D plan and employee assistance plan which is offered by the Company to its non-bargaining unit employees at this facility, and shall participate in the cost at the same rate as such non-bargaining unit employees. Any changes in the plans will be communicated to employees during the open enrollment period or other appropriate time. The Company shall provide the Union with a copy of the plan upon request.

28.06 **Special Accidental Death:** A benefit of \$500,000 will be paid for an employee's death which occurs as a direct result of an accident suffered while at work. This benefit will be paid to the employee's beneficiary in addition to any other existing company or statutory benefits.

Existing 28.07 to remain in effect through December 31, 2012.

28.07 **Pension Benefits:** The company will set up a 401k plan for the hourly represented employees and contribute an amount equal to 3% of each employee's gross pay each payday into the plan as a pension contribution. In addition, the Company will contribute 80 cents for each dollar the employee contributes up to his contribution of 5% of his gross pay each payday. Each employee shall be allowed to contribute into the plan up to 75% of his gross pay or such other maximum amount allowed by IRS rules whichever is smaller. Each employee shall be fully vested in the plan immediately. Each employee may borrow from his or her plan in accordance with the loan provisions stated therein.

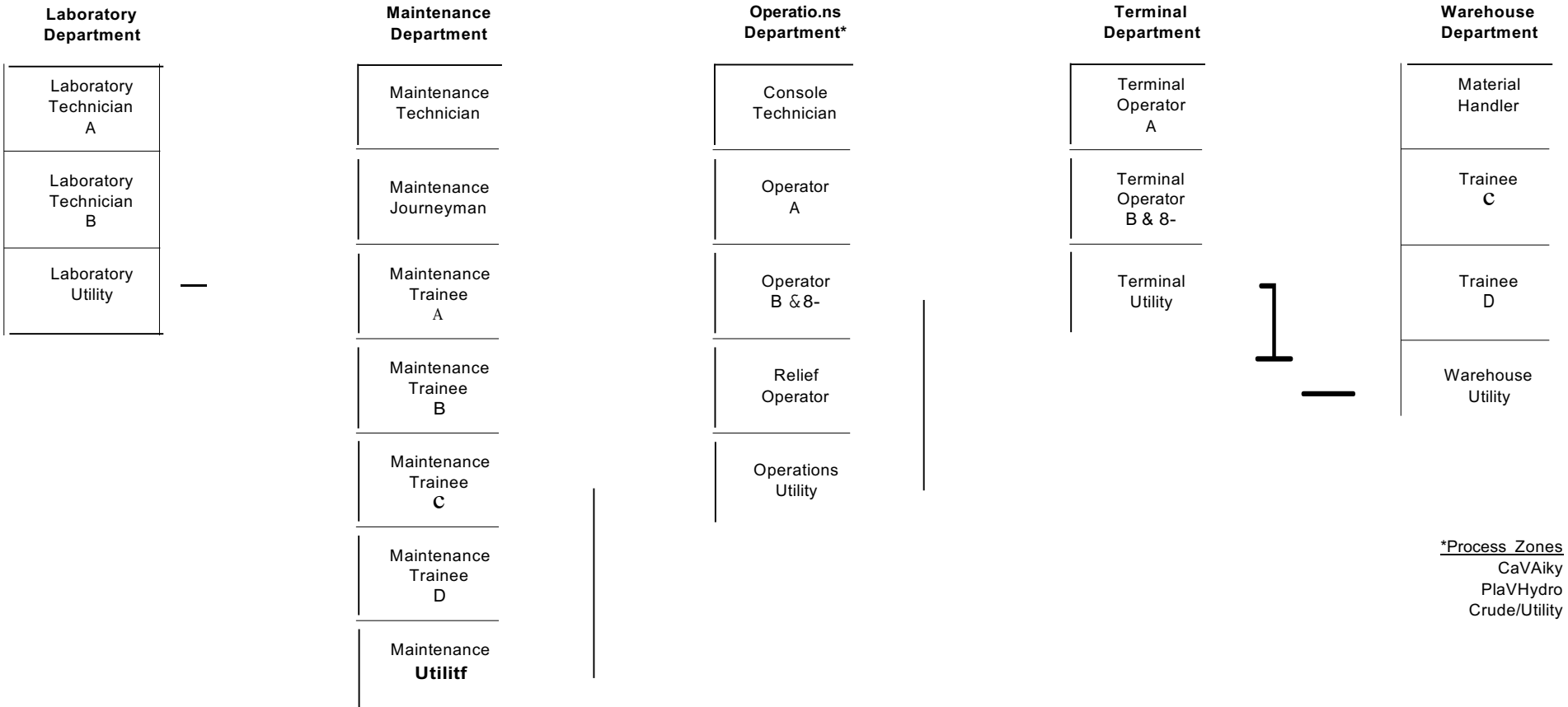
Effective January 1, 2013, delete existing 28.07 and replace as follows:

The Company will offer employees the opportunity to participate in the Company's 401K plan under the terms and conditions of the respective plans, as may be changed from time to time.

## **ARTICLE 29 SUCCESSORSHIP**

29.01 This agreement shall be binding upon the parties' signatory hereto. In the event the Company's business is sold, assigned or transferred, the parties' shall have all rights and obligations conferred by law.

APPENDIX A  
ORGANIZATION GUIDE



\*Process\_Zones  
CaVAiky  
PlaVHydro  
Crude/Utility

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

DEPARTMENT Classification	Wage Rates Effective		
	06/15/12	<u>06/15/13</u>	06/15/14
<b>OPERATIONS:</b>			
Console Tech .....	\$36.07	\$37.15	\$38.26
CT minus .....	\$34.78	\$35.82	\$36.89
Operator A .....	\$32.89	\$33.88	\$34.90
Operator B .....	\$31.48	\$32.42	\$33.39
Operator B minus .....	\$30.10	\$31.00	\$31.93
Relief Operator .....	\$28.71	\$29.57	\$30.46
Operations Utility .....	\$16.80	\$17.30	\$17.82
<b>TERMINALS:</b>			
Terminal Operator A .....	\$32.89	\$33.88	\$34.90
Terminal Operator B .....	\$31.48	\$32.42	\$33.39
Terminal Operator B minus.....	\$30.09	\$30.99	\$31.92
Terminal Relief Operator .....	\$28.71	\$29.57	\$30.46
Terminal Utility .....	\$16.80	\$17.30	\$17.82
<b>MAINTENANCE:</b>			
Maintenance Technician.....	\$32.89	\$33.88	\$34.90
Maintenance Journeyman .....	\$31.48	\$32.42	\$33.39
Trainee A .....	\$29.47	\$30.35	\$31.26
Trainee B .....	\$26.22	\$27.00	\$27.81
Trainee C .....	\$22.98	\$23.67	\$24.38
Trainee D .....	\$20.53	\$21.15	\$21.78
brbme:r Ently .....	\$13.88	\$14.30	\$14.93
Maintenance Utility .....	\$16.80	\$17.30	\$17.82
<b>LABORATORY:</b>			
Laboratory Tech A .....	\$29.90	\$30.80	\$31.72
Laboratory Tech B.....	\$27.36	\$28.18	\$29.02
Laboratory Utility .....	\$16.80	\$17.30	\$17.82
<b>WAREHOUSE:</b>			
Material Handler .....	\$27.36	\$28.18	\$29.03
Trainee C .....	\$22.98	\$23.67	\$24.38
Trainee D .....	\$20.53	\$21.15	\$21.78
Warehouse Laborer .....	\$13.88	\$14.30	\$14.73
Warehouse Utility .....	\$16.80	\$17.30	\$17.82
<b>LABORER:</b>			
Laborer I .....	\$20.53	\$21.15	\$21.78
Laborer II .....	\$18.67	\$19.23	\$19.81
Laborer III .....	\$16.80	\$17.30	\$17.82

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(/IM*

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

Continued on next page

## Appendix B Continued

### *\*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.*

## Appendix 1

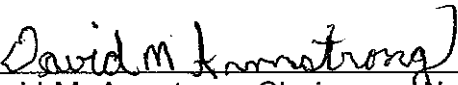
### **Bereavement Leave**


In the event of the death of a family member, you will be paid for time off to attend the funeral and handle affairs as follows:

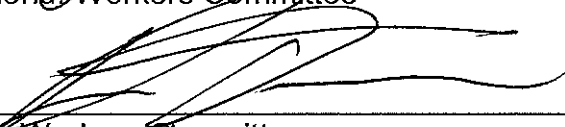
- Five (5) scheduled days for the loss of a husband, wife, child, or grandchild.
- Three (3) scheduled days for the loss of parents, husband or wife's parents, sibling, child's husband's or wife, grandparents, husband or wife's grandparents, brother-in-law, or sister-in law, or any full-time resident of the employee's home to three scheduled days.
- No funeral leave is provide to cover former relationship as a result of divorce (such as in-laws).
- For any such leave days the Employee shall be paid a sum equal to his straight-time earnings for the number of hours the Employee is regularly assigned (e.g. , 8 hours, 12 hours, etc.).

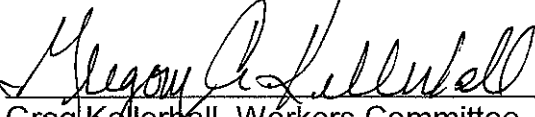
Agreed to by and in behalf of the Union and the Company this 10th day of July 2012.


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

  
\_\_\_\_\_  
David M. Armstrong Chairman, Workers Committee

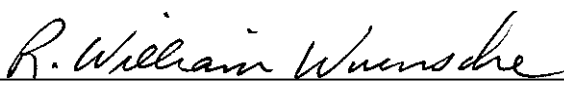
  
\_\_\_\_\_  
Brad Hammond, Workers Committee

  
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Dale Tinney, Workers Committee

  
\_\_\_\_\_  
Greg Kellerhall, Workers Committee

  
\_\_\_\_\_  
Elva R. Campbell, Business Agent

**WYNNEWOOD REFINING COMPANY, LLC**

  
\_\_\_\_\_  
R. William Wuensche, Vice President and General Manager, Wynnewood Refining LLC

  
\_\_\_\_\_  
Matt Yarborough, Director of Employee Relations

WYNNEWOOD REFINING COMPANY  
Twelve Hour Shift Agreement

The Company recognizes the difficulties associated with shift work, its impact on well-being of individual shift workers and their families. Therefore, the Company is willing to try alternative shift schedules, particularly those which affected employees have had a hand in developing and implementing and which those employees feel would improve the quality of life at work and at home. The Company is also desirous of implementing any change in shift scheduling without adverse impact on the safe and efficient operation of the refinery.

Factors that would measure an improvement in quality of life in shift workers are:

- Reduction in days absent and usage of sick leave.
- Better training in next higher position and shorter times to qualify for same.
- Reduction in difficulty in filling short term vacancies.
- Reduction of personnel freezing in position and refusing upgrades.
- Reduction of operations personnel bidding out of the department.

Company goals include realizing the items mentioned above, maintaining a safe working environment and continuing to achieve operating excellence at a reasonable cost to the Company.

The following shift is in effect at this time and reflects an example of a rotating 12 hour shift. Either the union or the company may desire to change this rotating schedule. The parties agree to confer on any desired change in schedule; however the company retains the right to assign a rotating schedule.

Super Long Chance Schedule

Week/Crew	M	T	W	T	F	S	S
1	D	D	D	D	off	off	off
2	off	off	off	off	N	N	N
3	N	off	off	off	D	D	D
4	off	N	N	N	off	off	off

An employee working a twelve hour shift schedule may not refuse the normal four hours per day overtime built into the twelve hour shift. It is recognized that some weeks in a 12-hour shift schedule will result in less than 40 hours of scheduled work and the Company is not obligated to offer the 40 hours required by this Article.

Operations and Terminals employees on the Twelve Hour Shift Schedule shall be exempt from the provision of attempting to equalize overtime as long as a volunteer list is utilized and the employee on the volunteer list with the lowest overtime is called first.

If, for some reason, no one on the volunteer list can be reached, then the other employees under the Absence Coverage provision of this agreement, who are not on the volunteer list, will be called based on overtime. The employee with the lowest overtime will be called first.



The employees in the various operating zones will maintain the overtime list.

For 12-hour Shifts.

- a. The work week will be a seven day period beginning at 0600 on each Monday and ending at 0600 each following Monday.
- b. The work day will be a twenty-four hour period beginning at 0600 each day and ending at 0600 each following day.

### **Compensation**

1. Pay for the twelve hour shifts will be as follows:
  - a. Rates from Appendix B, Schedule of Wage Rates and Job Classifications, for the current year of the contract between the Company and the Union will be multiplied by a factor to negate the effect of daily and weekly overtime calculations for a regular twelve hour work week. This factored rate will be known as the Adjusted Straight Time Rate (ASTR). The normal Appendix B rates will be known as the Basic Straight Time Rate (BSTR).
  - b. The twelve hour shift schedule multiplier will be 0.8776. (e.g.  $ASTR = BSTR \times 0.8776$ ).
  - c. Overtime pay calculation for the twelve hour shifts will be as follows:
    - i. Daily overtime for hours nine through twelve will be paid at 1.5 times the ASTR for the classification.
    - ii. Daily overtime for hours past twelve in a workday will be paid at 1.5 times the BSTR for the classification.
2. Overtime will be paid at 1.5 times the BSTR for any hours greater than forty in a work week which are worked on a scheduled day off provided the employee works all his or her scheduled shift in the same work week.

If an employee does not work the entire scheduled shift or less than forty in the same work week the hours worked on the scheduled day off will be paid at 1 times the BSTR until 40 hours has been worked in that week.
3. Call out and other premium pay will be in accordance with the Articles of Agreement. For employees working the Operations twelve-hour shift schedule there will be no shift differential paid for the day shift.

A \$1.50 times shift differential will be paid for the night shift. All others will be paid in accordance with the current Articles of Agreement.

**Article 8.05** in the Articles of Agreement will be amended to include:

Failure of a senior Operator "8" on each crew to qualify in the next higher classification above Operator "A" within 500 training hours of assignment to the senior Operator "8" position on each crew will result in demotion to the Relief Operator pay rate (or less if bidding out of the unit) for one year, demotion to Relief Operator, and loss of job seniority in the department from which the demotion occurred regardless of the actual work that the Operator is assigned to perform. The next senior qualified Operator "8" will then promote to fill that vacancy.

If the senior Operator "8" on any crew has become fully qualified in the duties of the next higher classification above the Operator "A" and if all of the senior Operator "A"s, the senior Operator "8", and the Zone Supervisor are all agreeable, he may promote around the Operator "A" to the next higher classification without impacting the pay or seniority status of the Operator "A".

Failure of an Operator "8" or Terminal Operator "8" to qualify in the next higher classification within 500 training hours of assignment to the Operator "8" or Terminal Operator "8" position on each crew will result in demotion to the Relief Operator pay rate (or less if bidding out of the unit) for one year, demotion to Relief Operator or Terminals Relief Operator, and loss of job seniority in the department from which the demotion occurred regardless of the actual work that the Operator is assigned to perform.

The Company reserves the right to release the Operator to the lower position when conditions allow. The next senior qualified Operator "8" or Terminal Operator "8" will then promote to fill that vacancy. Once the demoted employee's position is filled, the one year pay reduction period starts. In the event that no one qualifies for the next higher classification then the company may fill the position by any means available to it including hiring directly into the classification and reducing force by laying off those who did not qualify.

Upon ratification, all current Operator "A" employees will be required to sign a refusal or acceptance slip for continuing in their current progression. If they refuse to progress, they will be demoted to the Relief Operator pay rate (or less if bidding out of the unit) for one year and loss of job seniority in the department from which the demotion occurred regardless of the actual work that the Operator is assigned to perform. If they accept to continue their progression and are not already qualified in the next higher classification, they will receive up to 500 hours of training time to qualify in the next higher position.

Employees working the twelve-hour shift schedule who have signed refusal slips for promotion to a permanent position are not relieved of the responsibility to qualify for the next higher position or the responsibility to work when needed.

Effective the date the Twelve Hour Shifts are begun there will no longer be a designated vacation relief operator nor shift breaker positions. Crews shall be established by the Company for each operations zone and for terminals. Crews can be changed as deemed necessary by the Company for efficient and safe operations.

The "A" operator on each crew has the responsibility of the crew leader and will work with the supervisor to make sure there is a full crew for the following shift. A primary and secondary list shall be established for the purpose of calling out employees from other crews who are on their days off when a relief operator is unavailable.

**Guidelines for filling in for absences/temporary vacancies on 12 hour shifts**

- I. If a temporary vacancy occurs on a crew for any reason, the person in the next lower classification on that crew will step up to fill that vacancy with the lowest classification filled by the relief operator, if available.
2. If the relief operator from the affected crew is not available to fill the vacancy, then the Absentee Coverage provisions shall be utilized.

**Absentee Coverage for Employees working the 12-hour shift schedule:** Coverage will be provided for an employee's absence in accordance with the following flow chart.

Step One:

Is a relief operator available?	YES ---4 STOP
	NO ---4 Proceed to Step Two

Step Two:

Is there anyone available on Primary List?	YES ---4 STOP
	NO ---4 Proceed to Step Three

Step Three:

Is there anyone available on Secondary List?	YES ---4 STOP
	NO ---4 Proceed to Step Four

Step Four:

Is there anyone available to step up on the Primary List?	YES ---4 STOP
	NO ---4 Proceed to Step Five

Step Five:

Is there anyone available to step up on the Secondary List?	YES ---4 STOP
	NO ---4 Proceed to Step Six

Step Six:

Is there anyone available to step down on the Primary List?	YES ---9 STOP
	NO ---9 Proceed to Step Seven

Step Seven:

Is there anyone available to step down on the Secondary List? YES ---4 STOP  
NO ---4 Proceed to Step Eight

Step Eight:

Is a relief operator available on his day off? YES ---STOP  
NO ---Proceed to Step Nine

Step Nine:

Is there anyone available on the Mark Off list? YES ---STOP  
NO ---4 Proceed to Step Ten

Step Ten:

Split Shift with 18 hours and notify affected employees they will have to split the shift.

Step Eleven:

If it is unreasonable to fill the vacancy by splitting a shift (ex. Employee is scheduled for the next shift) then the vacancy may be filled by any means available to the Company.

**Steps One and Two:**

The Operators on shift go to the Primary and Secondary shifts and look for volunteers. They will start at the classification that requires coverage. When doing so, they will first recommend to the Supervisor to offer the overtime to the individual on the primary shift and then the secondary shift before going down to another classification.

The only exception to this is that the third consecutive day vacancy can be filled by either the person on the Primary or Secondary list, whoever did not work the previous days. If this fails, the supervisor will then offer the overtime to the employee of the same job classification who has worked the shift for two consecutive days at the double time rate.

**Steps Four and Five:**

If there are no volunteers in that particular classification, the Operators will look down one classification for an employee willing to step up to fill the position. If there is still no one available, the Operators will continue to look down, one classification at a time.

If there are no volunteers of equal or lesser classification, the Operators will look up, one classification at a time for an employee willing to step down to fill the position. If an employee steps down to cover an absence in a lower classification, that employee will receive the pay of the higher classification in which he stepped down from for all hours worked in the lower classification.

**Step Nine:**

A Mark-Off List will be made available for employees to indicate that they would not like to be offered overtime on certain days. An individual on the Mark-Off List gives up his first right of refusal of the overtime. If no one can be found on the Primary or Secondary Lists in the job classification, step ups, and step downs, the person on the Mark Off lists will be given the chance for the overtime before splitting the shift. Splitting a shift will require the employees involved to work eighteen hours\_

**Primary/Secondary Shift**

<u>Week/Crew</u>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>	<b>S</b>
<b>I</b>	D1	D2	D3	D4	A	B	C
2	D	E	F	F	N5	N6	N7
3	N1	H	I	J	D5	D6	D7
4	K	N2	N3	N4	L	M	N

<b>Shift</b>	<b>Primary</b>	<b>Secondary</b>	<b>Shift</b>	<b>Primary</b>	<b>Secondary</b>
D1	D	K	N1	D	K
D2	E	XXX	N2	H	E
<b>D3</b>	<b>I</b>	F	N3	F	<b>I</b>
D4	J	G	N4	G	XXX
D5	A	XXX	N5	L	A
D6	M	B	N6	M	B
D7	N	C	N7	C	XXX

**Benefits**

Benefits for employees working the 12 hour shift shall be the same as the benefits for all other employees covered by the collective bargaining agreement.

**Vacations**

1. PTOvacations taken as whole weeks (36 hour weeks or 48 hour weeks) will be paid at 40 hours times the BSTR per week.
2. Any approved PTO/vacation time is to be taken in less than whole week increments will be deducted on an hour for hour basis at the BSTR.

**Holiday Pay**

1. Employees will receive eight hours of holiday pay at BSTR for each holiday on which they do not work.
2. Hours worked on holidays will be paid at 2 1/2 times the ASTR for hours worked.

3. Holidays will begin at the start of the day shift on the day the holiday is observed and end twenty four hours later.
4. If an employee is on a vacation period during which there is a recognized Company holiday, the employee may forego the day of vacation pay on the day the holiday falls and receive only holiday pay, or the employee may elect to receive both holiday and vacation pay on the day the holiday falls. If the employee elects to defer the vacation and receive holiday pay only, the vacation day may be used at a later date. Scheduling the use of the deferred vacation hours must be approved by supervision and must meet all existing vacation guidelines and restrictions. Supervision retains the right to deny any
5. Vacation request based on the needs of the business (safety, staffing etc.) The employee must designate their desire to forego the vacation pay before the pay period ends in which the holiday falls. If there is no designation to forego vacation pay on the holiday by the employee, the Company will pay both vacation and holiday pay.

#### **Jury Duty**

- I. Employees will be kept whole with regard to pay for hours missed due to jury duty in accordance with the company policy.
2. Employees called for jury duty who are on twelve-hour shifts are excused from work for the shift that begins on the day of the jury duty and for each day their presence is required at the court
3. Employees on Day Shift who are released from Jury Duty by 10:30 AM shall return to work by 1:00 PM and report to their supervisor for job assignment. Employees on Night Shift who are released from Jury Duty by 10:30 AM shall return to work at the start of the shift that same night.


#### **Funeral Leave**

- I. Funeral leave granted shall be granted under the terms of the company's bereavement policy.


Agreed to by and in behalf of the Union and the Company this 10th day of July 2012.

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

  
\_\_\_\_\_  
David M. Armstrong Chairman, Workers Committee

  
\_\_\_\_\_  
Brad Hammond, Workers Committee

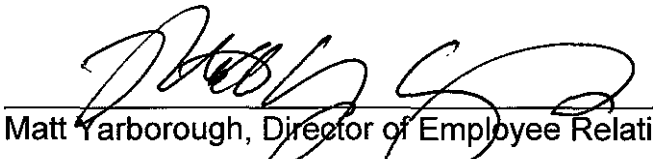
  
\_\_\_\_\_  
Dale Tinney, Workers Committee

  
\_\_\_\_\_  
Greg Kellerhall, Workers Committee

  
\_\_\_\_\_  
Elva R. Campbell, Business Agent

**WYNNEWOOD REFINING COMPANY, LLC**

  
\_\_\_\_\_  
R. William Wuensche, Vice President and General Manager, Wynnewood Refining LLC

  
\_\_\_\_\_  
Matt Yarborough, Director of Employee Relations

Memorandum of Agreement  
Between  
IUOE, Local351, AFL-CIO  
And  
Wynnewood Refining Company  
October 16, 2013

WHEREAS, the International Union of Operating Engineers, Local351 AFL-CIO, ("Union") and Wynnewood Refining Company ("Company") are parties to a Collective Bargaining Agreement ("CBA") that covers the Employer's operations in its Wynnewood, Oklahoma Refinery.

WHEREAS, Article 5.03 of the CBA defines the start of the work day and the work week respectively; and

WHEREAS, the Company desires to have 7 day a week maintenance coverage and provide a schedule that recognizes a healthy work life balance.


NOW THEREFORE, the Company and the Union agree as follows:

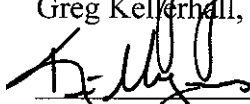
1. Amend Article 5.03 work week and work day language as follows:
  - a. The work week will be a seven day period beginning at 0600 on each Monday and ending at 0600 each following Monday.
  - b. The work day will be a twenty-four hour period beginning at 0600 each day and ending at 0600 each following day.

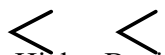
**Agreed to by and in behalf of the Union and the Company this 6<sup>th</sup> day of November 2013.**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO and  
its Local351**

  
\_\_\_\_\_  
Brad Hammond, Chair - Workers Committee

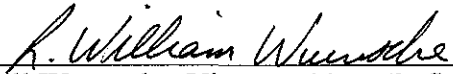
  
\_\_\_\_\_  
Greg Kellerhall, Workers Committee

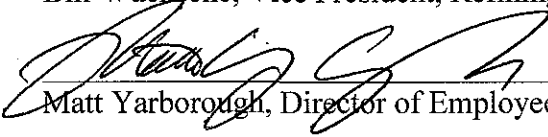
  
\_\_\_\_\_  
Kurt Myers, Workers Committee

  
\_\_\_\_\_  
Aaron Hicks, Business Rep



WYNNEWOOD REFINING COMPANY, LLC

  
\_\_\_\_\_  
Bill Wuensche, Vice President, Refining

  
\_\_\_\_\_  
Matt Yarborough, Director of Employee Relations

  
\_\_\_\_\_  
Darin L. Rains, Manager of Operations

## LETTER OF AGREEMENT

Date: November 6, 2013


Re: Emergency Response Team

In recognition of the contributions made by members of the facility's Emergency Response Team (ERT), and to better ensure that the ERT is properly trained and staffed, the Company may provide certain incentives or extra pay to eligible and qualified members of the ERT, pursuant to Company's policy.

Such policy must be provided to the Union in advance, and the Company reserves the sole right to change, amend, modify or terminate the policy at any time, [provided 30 days advance written notice is provided to the Union].

[A copy of the Company's policy, effective October 2013, is appended hereto].

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

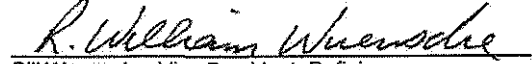
  
Brad Hammond, Workers Committee

  
Greg Kellerhall, Workers Committee

  
Kurt Myers, Workers Committee

  
Aaron Hicks, Workers Committee

WYNNEWOOD REFINERY COMPANY, LLC

  
Bill Wuensche, Vice President, Refining

  
Matt Yarborough, Director Employee Relations

  
Darin L. Rains, Manager of Operations

Memorandum of Agreement  
Between  
IUOE, Local351, AFL-CIO  
And  
Wynnewood Refining Company  
October 22, 2013

WHEREAS, the International Union of Operating Engineers, Local 351 AFL-CIO, ("Union") and Wynnewood Refining Company ("Company") are parties to a Collective Bargaining Agreement ("CBA") that covers the Employer's operations in its Wynnewood, Oklahoma Refinery.

WHEREAS, the Company proposed to eliminate all double-time pay for operations during the 2012 collective bargaining negotiations and included such elimination in the Company's Complete and Final Proposal that was ratified by the union membership in July 2012; and

WHEREAS, the Company and the Union negotiated Bereavement Leave during the 2012 collective bargaining negotiations that was included as Appendix I to the Company's Complete and Final Proposal that was ratified by the union membership in July 2012; and

WHEREAS, the Company and the Union desire to correct a typo on page 5 of the 12-Hour Shift Agreement (to delete the missed reference to double-time) and to enhance the Bereavement Leave set forth in Appendix I of the parties' collective bargaining agreement.

NOW THEREFORE, the Company and the Union agree as follows:

- I. 12-Hour Shift Agreement. Correct the typo in the second paragraph on page 5 of the Twelve Hour Shift Agreement as follows (remainder of document remains unchanged):

The only exception to this is that the third consecutive day vacancy can be filled by either the person on the Primary or Secondary list, whoever did not work the previous days. If this fails, the supervisor will then offer the overtime to the employee of the same job classification who has worked the shift for two consecutive days at the time of the vacancy.

2. Bereavement Leave. Appendix 1 to the parties' collective bargaining agreement shall be amended to read as follows:

**Bereavement Leave**

In the event of the death of a family member, you will be paid for time off to attend the funeral and handle affairs as follows:


- Five (5) scheduled days for the loss of a husband, wife, child, grandchild, parent, husband's or wife's parent, sibling or child's husband or wife,
- Three (3) scheduled days for the loss of a grandparent, husband or wife's grandparent, brother-in-law, or sister-in law, or any full-time resident of the employee's home.

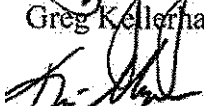
- No funeral leave is provide to cover former relationships as a result of divorce (such as in-laws).
- For any such leave days the Employee shall be paid a sum equal to his straight-time earnings for the number of hours the Employee is regularly assigned (e.g. , 8 hours, 12 hours, etc.).

Agreed to by and in behalf of the Union and the Company this 6'h day of November 2013.

**INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO and its Local 1351**

  
 \_\_\_\_\_  
 Brad Hammond, Chair - Workers Committee

  
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 Greg Kellerhall, Workers Committee

  
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 Kurt Myers, Workers Committee

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 Aaron Hicks, Workers Committee

**WYNNEWOOD REFINERY COMPANY, LLC**

\_\_\_\_\_  
 Bill Wuensche, Vice President, Refining

  
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 Matt Yarborough, Director of Employee Relations

  
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 Darin L. Rains, Manager of Operations

WYNNEWOOD REFINING  
Twelve Hour Shift Agreement- Laboratory Employees

The Company recognizes the difficulties associated with shift work, its impact on well-being of individual shift workers and their families. Therefore, the Company is willing to try alternative shift schedules, particularly those which affected employees have had a hand in developing and implementing and which those employees feel would improve the quality of life at work and at home. The Company is also desirous of implementing any change in shift scheduling without adverse impact on the safe and efficient operation of the refinery.

The parties agree to confer on any desired change in schedule; however the company retains the right to assign a rotating schedule.

It is recognized that some weeks in a 12-hour shift schedule will result in less than 40 hours of scheduled work and the Company is not obligated to offer the 40 hours required by the CBA.

Laboratory employees on the Twelve Hour Shift Schedule shall utilize a volunteer list for overtime and the employee on the volunteer list with the lowest overtime will be called first.

If, for some reason, no one on the volunteer list can be reached, then the other employees who are not on the volunteer list will be called based on overtime. The employee with the lowest overtime will be called first.

The employees in the Laboratory will maintain the overtime list.

For 12-hour Shifts.

- a. The work week will be a seven day period beginning at 0600 on each Monday and ending at 0600 each following Monday.
- b. The work day will be a twenty-four hour period beginning at 0600 each day and ending at 0600 each following day.

#### Compensation

1. Pay for the twelve hour shifts will be as follows:
  - a. Rates from Appendix B, Schedule of Wage Rates and Job Classifications, for the current year of the contract between the Company and the Union will be multiplied by a factor to negate the effect of daily and weekly overtime calculations. This factored rate will be known as the Adjusted Straight Time Rate (ASTR). The normal Appendix B rates will be known as the Basic Straight Time Rate (BSTR).
  - b. The twelve hour shift schedule multiplier will be 0.8776. (e.g.  $ASTR = BSTR \times 0.8776$ ).

4. If an employee is on a vacation period during which there is a recognized Company holiday, the employee may forego the day of vacation pay on the day the holiday falls and receive only holiday pay, or the employee may elect to receive both holiday and vacation pay on the day the holiday falls. If the employee elects to defer the vacation and receive holiday pay only, the vacation day may be used at a later date. Scheduling the use of the deferred vacation hours must be approved by supervision and must meet all existing vacation guidelines and restrictions. Supervision retains the right to deny any vacation request based on the needs of the business (safety, staffing etc.) The employee must designate their desire to forego the vacation pay before the pay period ends in which the holiday falls. If there is no designation to forego vacation pay on the holiday by the employee, the Company will pay both vacation and holiday pay.

### **Jury Duty**

1. Employees will be kept whole with regard to pay for hours missed due to jury duty in accordance with the company policy.
2. Employees called for jury duty who are on twelve-hour shifts are excused from work for the shift that begins on the day of the jury duty and for each day their presence is required at the court.
3. Employees on Day Shift who are released from Jury Duty by 10:30 AM shall return to work by 1:00 PM and report to their supervisor for job assignment. Employees on Night Shift who are released from Jury Duty by 10:30 AM shall return to work at the start of the shift that same night.

### **Funeral Leave**

1. Funeral leave granted shall be granted under the terms of the company's bereavement policy as outlined in Article 15.01 of the CBA.

- c. Overtime pay calculation for the twelve hour shifts will be as follows:
  1. Pay for hours nine through twelve will be paid at 1.5 times the ASTR for the classification.
  11. Daily overtime for hours past twelve in a regular workday will be paid at 1.5 times the BSTR for the classification.
2. Overtime will be paid at 1.5 times the BSTR for any hours greater than forty in a work week which are worked on a scheduled day off provided the employee works all his or her scheduled shift in the same work week.

If an employee does not work the entire scheduled shift or less than forty in the same work week the hours worked on the scheduled day off will be paid at 1 times the BSTR until 40 hours has been worked in that week.
3. Call out and other premium pay will be in accordance with the Articles of Agreement. For employees working the Laboratory twelve-hour shift schedule there will be no shift differential paid for the day shift.

A \$1.50 shift differential will be paid for the night shift. All others will be paid in accordance with the current Articles of Agreement.

## **Benefits**

Benefits for employees working the 12 hour shift shall be the same as the benefits for all other employees covered by the collective bargaining agreement.

### **Vacations**

1. PTO/Vacations taken as whole weeks (36 hour weeks or 48 hour weeks) will be paid at 40 hours times the BSTR per week. 40 hours will be deducted from the employees' PTO accrual in either case.
2. Any approved PTO/vacation time is to be taken in less than whole week increments will be deducted on an hour for hour basis at the BSTR.

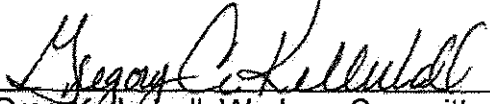
### **Holiday Pay**


- L Employees will receive eight hours of holiday pay at BSTR for each holiday on which they do not work.
2. Hours worked on holidays will be paid at 2 1/2 times the ASTR for hours worked.
3. Holidays will begin at the start of the day shift on the day the holiday is observed and end twenty four hours later.

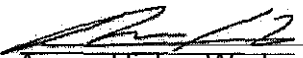
Agreed to by and in behalf of the Union and the Company this 6th day of November 2013.

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

  
\_\_\_\_\_  
Brad Hammond, Chairman Workers Committee

  
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Greg Kellerhall, Workers Committee

  
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Kurt Myers, Workers Committee

  
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Aaron Hicks, Workers Committee

**WYNNEWOOD REFINING COMPANY, LLC**

  
\_\_\_\_\_  
R. William Wuensche, Vice President and General Manager, Wynnewood Refining LLC

**rn# Relatio''**



**LETTER OF AGREEMENT**

The Company and the Union agree to modify the current collective bargaining agreement as follows:

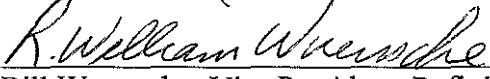
- 1. **3.01** The term of the agreement shall begin on July 10, 2012 and shall expire at midnight on June 15, **2016** with June 15 being the anniversary date thereof.
- 2. **Ratification Bonus.** The Company will pay each bargaining unit employee employed by the Company as of November 21, 2013, a ratification bonus of One Thousand and no/100 (\$1000.00) Dollars, payable in December 2013, (provided ratification occurs and the company is notified of the ratification by 4 p.m. December 6, 2013)
- 3. **Appendix B.** The Company will increase the wage rates set forth in Appendix B by one percent (1%) effective January 06, 2014, as set forth on the attached revised Appendix B. The wage rate for 6/15/15 will be the National Oil Bargaining pattern percentage increase (effective in 2015) over the 6/15/14 base rate.

ACCEPTED and AGREED this\_ day of November 2013.


**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO and  
its Local351**

**WYNNEWOOD REFINERY COMPANY,  
LLC**

  
\_\_\_\_\_  
Brad Hammond, Chair - Workers Committee

  
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Bill Wuensche, Vice President, Refining

  
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Greg Kellehall, Workers Committee

  
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Matt Yarborough, Director Employee Relations

  
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Kurt Mers, Workers Committee

  
\_\_\_\_\_  
Aaron Hicks, Workers Committee

APPENDIXB  
SCHEDULE OF JOB CLASSIFICATIONS  
AND  
HOURLY WAGE RATES

DEPARTMENT Classification	Wage Rates Effective				6/15/15**
	06/15/12	06/15/13	01/06/14	06/15/14	
<b>OPERATIONS'</b>					
Console Tech	\$36.07	\$37.15	\$37.52	\$38.65	
CTminus	\$34.78	\$35.82	\$36.18	\$37.27	
Operator A	\$32.89	\$33.88	\$34.22	\$35.25	
Operator B	\$31.48	\$32.42	\$32.74	\$33.72	
Operator B minus	\$30.10	\$31.00	\$31.31	\$32.25	
Relief Operator	\$28.71	\$29.57	\$29.87	\$30.77	
Operations Utility	\$16.80	\$17.30	\$17.47	\$17.99	
<b>TERMINALS:</b>					
Terminal Operator A	\$32.89	\$33.88	\$34.22	\$35.25	
Terminal Operator B	\$31.48	\$32.42	\$32.74	\$33.72	
Terminal Operator B minus	\$30.09	\$30.99	\$31.30	\$32.24	
Terminal Relief Operator	\$28.71	\$29.57	\$29.87	\$30.77	
Terminal Utility	\$16.80	\$17.30	\$17.47	\$17.99	
<b>MAINTENANCE:</b>					
Maintenance Technician	\$32.89	\$33.88	\$34.22	\$35.25	
Maintenance Journeyman	\$31.48	\$32.42	\$32.74	\$33.72	
Trainee A	\$29.47	\$30.35	\$30.65	\$31.57	
Trainee B	\$26.22	\$27.00	\$27.27	\$28.09	
Trainee C	\$22.98	\$23.67	\$23.91	\$24.63	
Trainee D	\$20.53	\$21.15	\$21.36	\$22.00	
Laborer Entry	\$13.88	\$14.30	\$14.44	\$14.87	
Maintenance Utility	\$16.80	\$17.30	\$17.47	\$17.99	
<b>LABORATORY:</b>					
Laboratory Tech A	\$29.90	\$30.80	\$31.11	\$32.04	
Laboratory Tech B	\$27.36	\$28.18	\$28.46	\$29.31	
Laboratory Utility	\$16.80	\$17.30	\$17.47	\$17.99	
<b>WAREHOUSE:</b>					
Material Handler	\$27.36	\$28.18	\$28.46	\$29.31	
Trainee C Trainee	\$22.98	\$23.67	\$23.91	\$24.63	
D Warehouse	\$20.53	\$21.15	\$21.36	\$22.00	
Laborer Warehouse	\$13.88	\$14.30	\$14.44	\$14.87	
Utility	\$16.80	\$17.30	\$17.47	\$17.99	
<b>LABORER:</b>					
Laborer I	\$20.53	\$21.15	\$21.36	\$22.00	
Laborer II	\$18.67	\$19.23	\$19.42	\$20.00	
Laborer III	\$16.80	\$17.30	\$17.47	\$17.99	

\*\* Wage rates for 6/15/15 will be National Oil Bargaining pattern percentage increase (effective in 2015) over the 6/14/15 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.*

Continued on next page

Appendix B Continued

*\*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.*