

A G R E E M E N T

AGREEMENT entered into this 1st day of May , 2011, by and between WESTERN REFINING SOUTHWEST, INC. ("Employer" or "Company") and LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO ("Union").

ARTICLE I - RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining representative with respect to the terms and conditions of employment of all hourly employees, including maintenance, operations, lab, warehouse, and shipping personnel employed by the Company at its Gallup, New Mexico refinery, excluding all other employees, office/clerical employees, guards, and supervisors as defined in the National Labor Relations Act, as amended, as certified by the NLRB in Case No. 28-RC-6550.

ARTICLE II - MANAGEMENT RIGHTS

The Company retains and possesses all rights and powers not expressly limited by some written provision of this Agreement, including but not limited to the exclusive right to determine the staffing requirements of the refinery; to hire new employees from whatever source it may desire; to direct the working force; to assign work, to schedule employees' workweek and the working hours thereof, to change or alter employees' scheduled workweek or the working hours thereof; to determine the need for overtime; to discipline or discharge employees for cause; to promote, demote, transfer, and lay off employees; to plan, direct, expand, reduce and control operations; the right to introduce any new or improved methods, procedures, equipment or facilities; to establish, modify and enforce work rules for the operation of the business and the orderly conduct of employees, including but not limited to, drug and alcohol testing, and to

require employees to observe Company rules and regulations; the assignment of employees to jobs and assignment of duties to employees; determine or change methods of doing business; create new jobs or job classifications; discontinue, realign or consolidate existing job classifications and determine the particular jobs or occupations to be filled; terminate, merge, transfer, sell or otherwise dispose of the business in whole or in part, its assets or any part thereof; select and determine the number or type of employees required and their qualifications; establish and maintain job requirements, standards and schedules of production; to promote employees to positions outside the bargaining unit; to subcontract any work deemed advisable (Article III); and the right to take on work from whatever source is available.

ARTICLE III - BARGAINING UNIT WORK AND CONTRACTING

Section 1. Bargaining Unit Work. The parties recognize that from time to time it is necessary for supervisors and other non-bargaining unit employees to perform work ordinarily performed by employees covered by this Agreement. However, absent unusual conditions, the Company will make reasonable efforts to limit such assignments to instances of (a) emergencies, (b) in the training of employees, (c) when bargaining unit employees are not reasonably available to perform the work required; (d) in the development, research, testing, and start-up of any equipment or process, and (e) in the performance of necessary work when production difficulties are encountered.

Section 2. Contract Labor. The Company shall have the right to contract or subcontract maintenance, repair, construction, to outside contractors. It is not the Company's intention by contracting or subcontracting maintenance, repair, or construction work to eliminate the Company's maintenance department. When the Company is supplementing its work force

with contractor employees and contractor employees are assigned to work with Company employees on a specific job, a contractor employee will not be scheduled to work more hours per day than a Company employee on the same job. The “same job” means the specific job on which contractor and Company employees are working together, as defined in advance by the Company. The contracting or subcontracting of work will not cause the layoff of bargaining unit employees during the period the contractor or subcontractor is performing the work.

ARTICLE IV - MAINTENANCE OF MEMBERSHIP AND NON-DISCRIMINATION

Section 1. Maintenance of Membership. Any employee who is a member of the Union on the effective date of this Agreement shall be required as a condition of employment to remain a member and pay uniform periodic dues required for membership in the Union, or a core financial obligation in lieu thereof, for the duration of this Agreement. Any employee within the bargaining unit who joins the Union during the term of this Agreement shall, as a condition of employment, be required to remain a dues-paying member of the Union and pay the uniform periodic dues required for membership in the Union, or a core financial obligation in lieu thereof, for the duration of this Agreement. Neither the Union, employees nor the Employer shall in any way, either directly or indirectly, threaten, coerce or intimidate employees into either joining or refusing to join the Union.

Section 2. No Discrimination by Union. The Union, its officers, representatives, members, and other employees covered by this Agreement, shall not discriminate against any employee because of his or her membership or non-membership in the Union or because of such employee's race, color, religion, national origin, sex, age or disability.

Section 3. No Discrimination By Employer. The Employer shall not discriminate

against any employee because of his or her membership or non-membership in the Union or because of such employee's race, color, religion, national origin, sex, age or disability.

Section 4. Relief Available. In view of the non-binding nature of arbitration awards on courts and Governmental Agencies, the parties agree that any complaint or grievance based in whole or in part on alleged discrimination because of race, color, religion, national origin, sex, age or disability, shall not be subject to the arbitration provisions of this Agreement.

ARTICLE V - DUES CHECKOFF

Section 1. Employee Authorization. The Employer agrees to deduct from the wages of each employee covered by this Agreement, upon receipt of a voluntary, written authorization signed by the individual employee, the regular monthly dues uniformly required as a condition of membership in the Union in such amounts as shall be certified to the Employer in writing by the Union. Employees may at any time revoke such authorization by giving the Company notice that he or she desires to stop the deductions.

Section 2. Date of Deduction. Such deductions will be made by the Employer from the wages of employees on a bi-weekly basis in substantially equal amounts and will be transmitted to the Union within two (2) weeks after the end of the payroll period in which the deduction is made along with a statement listing the employees whose dues and/or initiation fees have been checked off. For a deduction to be made in any month, the Employer must have received a written authorization no later than ten (10) days before the end of the first payroll period in the month.

Section 3. Limitation of Liability. It is expressly understood that the Employer assumes no liability in connection with the deduction of Union dues or other monies on behalf of

the Union and that the Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that arise out of the making of such deductions

ARTICLE VI - UNION COMMITTEE AND REPRESENTATIVES

Section 1. Union Committee. The Union may create a Union Committee composed of no more than six (6) members, five (5) of whom shall be employees from the various sections of the refinery so that all sections are represented. The function of the Committee shall be to meet with Company representatives on a regular basis, usually monthly, to discuss items of mutual interest, excluding grievances and disciplinary matters. The Union will inform the Company of the names of the employee members of the Committee.

Section 2. Joint Union/Company Meetings. The Company agrees to pay employee members of the Union Committee who attend scheduled monthly meetings with the Company, at their basic straight time rate, up to one (1) hour for each such meeting. If not on shift, the time paid will be counted as time worked for overtime eligibility but is not a “call out.”

Section 3. Limitation on Union Activities. The Union agrees that there shall be no union activity during working time, except as authorized by this Agreement. Members of the Union Committee or employees shall receive permission from their immediate supervisors to leave their work stations. Employees are required to return promptly to their work places when their part in any meeting has been completed.

Section 4. Time Spent In Union Negotiations. The Company agrees to pay employee members of the Union’s negotiating committee (not to exceed five unless otherwise agreed to by the Company) for time spent in negotiations for a new collective bargaining agreement at their straight time hourly rate of pay. No time spent in excess of the employee’s regularly scheduled

shift will be paid unless specifically agreed to by the Company. Time paid during negotiations shall not be considered “hours worked” for purposes of overtime entitlement.

ARTICLE VII - SENIORITY

Section 1. Seniority Defined. Two types of seniority shall be recognized:

- A. Company seniority, which shall be based on the date of entering employment with the Company at any location and continuing until employment is terminated. This seniority shall be used in determining entitled to vacation and related benefits.
- B. Refinery seniority, shall be based on the date of entering employment at the Gallup refinery. For employees employed at the Gallup refinery in a job covered by this Agreement on the effective date of this Agreement, “Refinery seniority” shall mean all time employed by the Company or a predecessor company. This type of seniority shall be used for vacation selection.
- C. When two or more employees are hired on the same day, their Refinery seniority shall be determined by the order of birth dates. No employee may establish, accumulate, or retain seniority in more than one department.

Section 2. Probationary Period. All new employees shall be on probation for the first twelve (12) months of actual work during which time they may be disciplined or discharged without a reason being assigned and without recourse by the employee or Union to the arbitration provisions of this Agreement. The probation period may be extended by the Employer for an additional thirty (30) days. Upon completion of the probationary period, new employees will be added to the seniority lists with a seniority date retroactive to their most recent

date of hire. Probationary employees are subject to and covered by the terms of this Agreement, including the grievance procedure, but are not subject to the arbitration procedure with respect to any discipline or discharge.

Section 3. Departments. For the purpose of this Article, the recognized departments are: Operations Process, Maintenance, Laboratory, Operations Off-Sites, and Warehouse.

Section 4. Seniority List. The Employer will maintain a seniority list for employees performing work covered by this Agreement showing each employee's name, payroll number, date of hire, job title, rate of pay, and Refinery seniority. Copies of such lists will be updated every six (6) months and provided to the Union upon request.

Section 5. Loss of Seniority. The following will result in the loss of seniority and termination of employment:

- a. Voluntary quit
- b. Discharge for cause
- c. Layoff without recall for more than twelve (12) months
- d. Failure to return from layoff within five (5) days after being recalled
- e. Failure to report for work after the expiration of an approved leave of absence
- f. Absence for two (2) consecutive days without notification
- g. Absence in excess of (24) months for any reason other than military service.

ARTICLE VIII - PROMOTIONS, DEMOTIONS, AND LAYOFFS

Section 1. Job Progression. Attached to this Agreement are lists of the recognized departments showing existing job titles/classifications and the normal progression and regression paths for each. The Company reserves the right to determine the number of basic jobs in each department and/or job classification, both of which are subject to change in accordance with the needs of the business.

Section 2. Ability is Required. All promotions within the bargaining unit, except as

otherwise provided, shall be based upon seniority and ability. Ability shall include satisfactory completion of any training program. It is the intent of the Company to give every employee an opportunity to progress into higher paying jobs in line with their seniority. It is mutually recognized by the Company and Union, however, that ability must be given consideration in all such moves. Thus, there may be individuals who, through lack of knowledge, skill, or efficiency on the job, are not capable of performing the higher skilled jobs but who are capable of performing some of the intermediate or lower jobs. When a promotion is made and the employee selected is not the highest on the seniority list in the next lower classification, any employee higher in that classification and eligible for consideration for the promotion shall be advised by the Company why they were not selected.

Section 3. Open Jobs in Operations. Promotions in the Operations department will be made when a basic job is permanently vacated and is still required or when a new basic job is created. Basic jobs are those which are determined by the Company to be essential to the anticipated requirement for efficient operation of the refinery. The number of basic jobs, as determined by the Company, may be revised from time to time to meet changing conditions.

Section 4. Employee Duties and Responsibilities.

- Every employee will be assigned work by and be responsible to a supervisor and shall be responsible for proper performance of such work.
- Every employee will observe prescribed safety rules and precautions, will fulfill the requirements of his or her job, and shall abide by prescribed disciplinary regulations. It is understood, in case of disciplinary action by the Company, that such action is considered proper subject for grievance procedures.

- Each employee shall arrive at his or her post of duty sufficiently in advance of starting time that he or she may prepare himself or herself to assume his or her job responsibilities on time. After an employee's relief has acquainted himself or herself with the operation and assumed responsibility for the job, the relieved employee may leave the plant, provided such relief is not more than thirty (30) minutes in advance of the starting time.
- No employee shall cease work until his or her relief begins work, where relief is regularly scheduled, or until he or she is released by the supervisor. However, it is understood that in the event an employee does not desire overtime, the supervisor will exhaust every reasonable means to furnish relief.
- Any employee upon ascertaining that he or she will be unable to report to work, shall promptly notify the Company in accordance with proper procedures for reporting absences.
- Every employee is expected to perform his or her job in accordance with prescribed standards and to the best of his or her ability.
- It is recognized that a requirement or adjunct of any job is the performance of that work which is incident, usual, and necessary for safety and efficiency and for cleanliness, orderliness, running and/or maintenance of assigned equipment and clean-up area.
- In addition to performing their other job duties, employees in all classifications shall, as directed by the appropriate supervisor, direct the work of lower classified employees and assist lower classified and/or less experienced employees within the bargaining unit in acquiring job knowledge.
- During emergencies or under extraordinary circumstances and when requested by a

supervisor, employees shall remain beyond their regular quitting time and perform such emergency work.

- In determining the reasons for an employee's failure to perform or his or her improper performance of duties, inadequacy of the quantity or the quality of help, among other factors, shall be considered.
- At the Company's request, employees are expected to cooperate in furnishing information related to workplace occurrences, and in formulating, establishing, maintaining, and/or applying programs of job instruction, improved job methods, safety and training.
- It is understood that any employee may be required to temporarily perform work as situations arise and that the work may not be part of the normal duties of the classification which they occupy.
- It is also agreed that any employee shall be required to perform any work that they have the skills, ability and can safely perform as directed by the Company.

Section 5. Operator Training Program. The Company will maintain a training, certification, and progression program ("Program") for all hourly Operations department personnel. The content of this Program may be adjusted by the Company from time to time to meet its need for trained operators. Participation is mandatory. Employees will be advised of their progress and assisted with any difficulties. Employees in Operations must qualify and become certified in the job immediately above their current job. Failure to do so will result in the termination of the employee. Employees who successfully learn and pass all tests and certifications, can advance up to the pay level of Relief Operator regardless of the job they are

normally assigned and perform. Any employee with more than one (1) year departmental seniority who is terminated for failure to progress in training may appeal the termination in accordance with the Grievance and Arbitration provision of this Agreement but the sole issue to be decided by the arbitrator shall be whether the Company acted unreasonably in determining that the employee failed to meet the requirements of the training program.

Section 6. Refusal of Promotion. If an employee is offered and refuses a promotion to a vacancy in an open basic job classification, the employee shall not at a later date go ahead of any junior employee who accepted the job. If there is a vacancy in that job classification at a later date and the employee elects to accept it, the employee will take a position below the last person assigned to fill a basic job and will thereafter advance relative to that position.

Employees who refuse a promotion shall be paid the rate for the job actually being worked except during the time they are actually working in a higher classification in which case they will be paid the rate for the higher classification.

Section 7. Temporary Vacancies. Temporary vacancies will be filled by the Company in a manner that will give employees training in equal or higher classifications with the objective of suitably protecting current and future operations and providing opportunities for employees to gain experience in work of the same or higher classifications. This may include upgrading senior qualified employees on the affected crew, use of relief employees, or covering the vacancy with an employee from another crew. Nothing in this Agreement shall require the Company to pay overtime to fill a temporary vacancy when a qualified employee is available for such work at no or less overtime pay. Similarly, nothing in this Agreement, is intended to require the Company to fill all vacancies in basic jobs, whether temporary or permanent, when not required by

operating conditions at the time.

Section 8. Special Assignments. From time to time, The Company may assign employees to special assignments. All such assignments shall be based upon ability and will be for indefinite periods of time unless determined otherwise by the Company. Absences due to a special assignment shall be filled as a temporary vacancy, regardless of the length of the special assignment. Reasonable efforts will be made by the Company to equalize the assignment of special assignments among qualified employees. When a special assignment is completed, employees on special assignment shall be returned to their former position and replace the employee filling the position. All employees displaced by the return of an employee from special assignment shall move back to their former positions.

Section 9. Maintenance Department Promotions. Promotions in the Maintenance department shall be made based upon ability in accordance with an employee's progress in obtaining the necessary skills as determined by the Company. The skills required for each job may be revised from time to time by the Company to meet its needs.

Section 10. Laboratory Promotions. Every effort is made to only hire employees into the position of Laboratory Technician position who possess a degree from a secondary educational institution, which included college level chemistry courses, or who have demonstrated knowledge and experience in chemistry, as determined by the Company. Employees working in the Laboratory in a position below the Laboratory Technician position may only be promoted to the position of Laboratory Technician upon a showing of sufficient knowledge and training to perform all duties of the Laboratory Technician position.

Section 11. Job Bidding. Permanent vacancies in the Lead Operator and Board

Operator positions, Lab Maintenance Technician, and entry level positions in each department which the Company decides to fill shall be posted for refinery-wide bidding for five (5) consecutive days. Employees desiring to bid on the job shall go to the Human Resources Office within this five (5) day period and provide whatever information they feel qualifies them for the job including name, department, job classification, and previous experience. The Employer shall determine if any of the employees bidding on the job are qualified by considering the following factors:

- (a) present skill and ability to perform the work;
- (b) previous experience, knowledge, and training;
- (d) attendance and work record;
- (e) the Company's ability to replace employee in his/her current position; and
- (e) refinery seniority.

In the event the most senior employee bidding is not selected, the Company agrees to meet and confer with the Union regarding the reasons for the selection.

Any employee selected for a job in accordance with this Section shall be on probation for the first sixty (60) calendar days of work on the new job. If the Employer determines at any time during this probationary period that the employee is not qualified or otherwise capable of performing the work at a level of efficiency acceptable to the Employer, the employee may be returned to his or her former job.

Section 12. Performance After Promotion. An employee promoted to a higher job classification will be given sixty (60) calendar days of work on the new job to prove his or her ability to do the job. If the Employer determines at any time during this period that the employee is not qualified or otherwise capable of performing the work at a level of efficiency acceptable to the Employer, the employee may be returned to his or her former job if it is available. If not

available, the employee will be assigned to any open position for which he or she is qualified, or if no such position is available, the employee will be placed on layoff.

Section 13. Demotions. During temporary shutdowns, whether caused by lack of stock, commitments, maintenance, or other reasons, or in the event the number of basic jobs are reduced, employees in affected job classifications will be demoted in order of Refinery seniority. During temporary demotions, employees shall receive the rate for the job classification in which they normally work. Employees in the affected department for whom no work is available may be assigned to work in any other department in any open position not higher than the lowest classification if work is available, or laid off. Employees whose performance is deficient may, in the Company's discretion, be demoted to a lower classification for which they are qualified or terminated. If permanently demoted to a lower job classification, the employee may not replace an employee with more Refinery seniority and will receive the pay for the classification to which he or she is demoted.

Section 14. Layoffs. The Company and Union recognize that continued employment opportunities for refinery bargaining unit personnel is directly linked to the refinery's efficient, competitive, and profitable operation. In the event, however, the Company determines that a reduction in force is necessary, it will provide as much advance notice to the Union as is reasonably possible. Layoffs shall be by job classification in the departments based upon Refinery seniority. It is understood and agreed, however, that the Company may retain a sufficient number of employees in each job classification and department who are experienced and qualified to perform the necessary work in each department and classification. Employees laid off shall retain their seniority for a period of twelve (12) months. If recalled to work during

this time, the employee shall retain his or her seniority. Notice of available open positions for which an employee is qualified will be sent to employees on the layoff list by certified mail, return receipt requested, to their last known address on file with the Company. An employee on layoff will be given five (5) days from receipt of a notice of recall to advise the Company of his or her intention to return to work and an additional five (5) days to report for work after advising the Company of the intent to return from layoff. If necessary, temporary employees may be used until recalled laid off employees have reported to work.

Section 15. Severance Pay. Employees with one or more years of continuous service who are permanently laid off for lack of work will receive one week's pay at the straight time rate of pay for each year of continuous service up to a maximum of fifteen (15) weeks pay for those employees having fifteen (15) or more years of continuous service. If re-employed within the time limits specified in this Agreement after layoff, employees receiving severance pay shall repay the amounts to the Company.

Section 16. Training Time. For all periods of time when an employee is performing scheduled break-in or other training work, the employee shall be paid at the rate of his or her current job classification.

Section 17. Performance Expectation. All employees at all levels in the refinery shall be required to learn the next higher job in their respective department as rapidly as possible.

ARTICLE IX - NO STRIKE OR LOCKOUT

Section 1. No Strikes. (a) There shall be no strikes, slowdowns, stoppages, overtime boycotts, picketing, handbilling, or any other form of cessation of or interference with the Employer's operations by the Union or employees during the term of this Agreement, regardless

of whether such conduct is based upon claimed or real unfair labor practices committed by the Employer or because of an alleged violation of this Agreement, whether or not subject to the grievance and arbitration provisions, or because of any other labor dispute whether or not the Employer is involved.

(b) **Picket Lines.** The parties recognize the critical nature of the Employer's business and their responsibilities to insure that there is no interference with the operations of the Employer during the term of this Agreement. Therefore, the Union agrees that it will not refuse to handle the goods or merchandise or enter the premises of any employer whose employees are on strike, or any employer with whom any union has a dispute, or permit any member of the Union to picket the Employer for any reason or refuse to encourage its members to continue working in the event such picketing occurs.

(c) **Employee Violation of this Section.** Any employee or employees who violate the terms of this Section shall be subject to disciplinary action up to and including discharge.

(d) **No Lockouts.** There shall be no lockouts by the Employer during the term of this Agreement. The term "lockout" shall not include the laying off of employees because of lack of work, changes in production methods or procedures or because of a strike or picketing by non-bargaining unit employees or any other reason or reasons beyond the Employer's control.

ARTICLE X - WORKDAY, WORKWEEK AND SCHEDULES

Section 1. No Guarantee of Hours. This Article defines the normal hours of work for all employees and provides a basis for calculating overtime pay. It shall not be construed as a guarantee of any number of hours of work per day or per week, or of any number of days per week.

Section 2. Workweek and Workday. The workweek begins at 12:01 a.m. Saturday and ends Friday at 12:00 midnight. The workday shall commence at the scheduled starting time of each employee and continue thereafter for twenty four (24) consecutive hours.

Section 3. Normal Working Hours. The normal working hours for the Operations department (but not Off Sites) shall be from thirty-six (36) to sixty (60) hours a week divided into twelve hours shifts. The normal working hours for the Maintenance department shall be forty (40) hours a week, divided into either eight, ten, or twelve hours shifts. The normal working hours in the Laboratory will be thirty six (36) to sixty (60) hours per week. The Laboratory will have three shifts of either 8, 10, or 12 hours duration. .

Section 4. Work Schedules. Employees are required to be available for shift work and overtime. The work schedules for each department or job classification, including the starting times, number of hours to be worked, and on-call duty, shall be determined by the Employer based upon the needs of the business and posted in each department as far in advance as reasonably possible. Employees will review their work schedule before leaving the refinery each workday. In the event an employee's work schedule is changed without at least forty-eight (48) hours advance notice, the employee will be entitled to receive overtime pay for the first shift worked after the schedule change.

Section 5. Lunch Periods. Lunch periods shall be as determined by the Employer to avoid any interruption of work. However, except in emergencies, no employee shall be required to work more than five (5) consecutive hours beyond the start of their shift without being allowed to eat lunch. Lunch periods shall be unpaid. (This section does not apply to Operations since they do not take a lunch break).

ARTICLE XI - OVERTIME AND OVERTIME PAY

Section 1. Overtime Required. Employees shall work all hours scheduled or as directed by the Employer unless excused because of illness, or justifiable reasons. Failure to do so will result in disciplinary action. Operators on shift shall not leave until relieved.

Section 2. Distribution of Overtime. The Employer will make a reasonable effort to distribute overtime in each department. Overtime in the Operations Department will be worked by qualified employees normally assigned to work in the classification in which overtime occurs. Overtime in other departments will be worked by employees qualified for the work. Overtime hours worked as well as overtime hours offered but refused will be used in the distribution of overtime. In the event of a claim of unequal distribution of overtime, the parties agree that the sole remedy available to the Union and affected employee, will be the offering of future overtime and will not require payment by the Company of monies for overtime hours not actually worked by an employee. In the event overtime is offered and refused by qualified employees, the Company reserves the right to assign the overtime to the qualified employee with the least amount of overtime worked. Refusal of such "forced" overtime will result in disciplinary action, up to and including termination.

Section 3. Overtime Rate. Overtime pay at the rate of one and one-half (1-1/2) times an employee's straight time hourly rate will be paid for the following:

- A. All hours worked in excess of forty (40) hours in a workweek;
- B. All hours worked in excess of the scheduled hours on an employee's workday;
- C. All hours worked on a holiday recognized by the Company;

- D. For “call outs,” as provided in this Article; and
 - E. For the first shift worked after a schedule change if the employee was given less than forty-eight (48) hours advance notice of the schedule change.
- ** For 12-hour shift workers, overtime is defined as hours worked in a workweek that are in excess of the scheduled weekly hours according to the annual schedule.

Section 4. Forty-Hour Calculation. In determining whether an employee has worked forty (40) hours, the following will be included:

- A. All actual hours worked at the straight time rate;
- B. Holidays within an employee’s normal work schedule which are worked; and
- C. Approved, paid time off (holidays not worked, vacation, funeral leave, jury duty, up to one hour attendance at Joint Committee, and paid time off (PTO).

Section 5. Overtime Meals. An employee held over for more than (2) hours past their regularly scheduled shift without at least two (2) hours notice prior to their scheduled starting time will be supplied, at Company expense, an overtime meal up to a fifteen (\$15.00) dollar value. The employee will receive an additional meal for each four (4) hour interval thereafter, as long as the employee works continuous overtime. Maintenance department employees eligible for an overtime meal shall have the option of taking a meal break or, instead, of receiving a \$15 meal voucher and being credited with thirty (30) minutes overtime.

Section 6. On Call and Call Outs. The Company may schedule employees for unpaid “on call” duty as necessary to ensure continuous and uninterrupted operations. Employees “on call” are required to be readily available by telephone or Company provided beeper or cell phone for the period they are on call. Employees who are called and fail to report to work in a timely

manner will be subject to disciplinary action, up to and including discharge. When an employee “on call” is called out to work, or if an employee who has actually left the refinery is called back to work, the employee shall be provided with a minimum of four (4) hours work or four (4) hours pay at the employee’s overtime rate of pay. Employees called out on a holiday recognized by the Company shall be paid at the overtime time rate for all hours worked or eight (8) hours at the straight time rate, whichever is greater. A “call out” does not apply when an employee is scheduled to return to the refinery for other work-related activity (e.g., safety meeting, communications meeting, training, etc.). In these circumstances, the employee will be paid at the appropriate rate for the hours actually worked.

ARTICLE XII - WAGE RATES AND SHIFT PREMIUMS

Section 1. Wage Rates. The wage rates for current job classifications are set forth in Exhibit A, attached hereto.

Section 2. Relief Work. When during a shift, an employee in Operations is called upon to relieve an employee in a lower classification, the employee will not be reduced in pay if they would otherwise have continued to work in their regular classification at a higher rate of pay.

Section 3. Night Shift Premium. For all hours actually worked between the hours of 6:30 p.m. and 6:30 a.m., employees shall receive an hourly premium of One Dollar and Seventy-Five Cents (\$1.75) an hour in addition to the applicable hourly rate of pay (e.g., straight time or overtime). Shift premiums are not included in vacation pay, holiday pay for time not worked, or other pay for time not worked.

ARTICLE XIII - HOLIDAYS

Section 1. Holidays Observed. The following days shall be observed as holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Christmas Eve

Section 2. Holiday Pay. Employees eligible for paid holidays shall receive the number of hours in their regular work schedule as holiday pay at their straight time hourly rate of pay for each of the holidays listed in Section 1.

Section 3. Eligibility. To be eligible for holiday pay, an employee must work his or her last scheduled shift before and after the holiday and work the holiday if requested.

Section 4. Counted for Overtime. Time paid as holiday pay shall be counted in determining if an employee has worked in excess of forty (40) hours in a workweek.

Section 5. When Observed. Employees who are on a rotating shift on a seven day workweek continuous operation and employees who normally work Saturday and/or Sunday, at the time of a holiday, will observe the holiday for pay purposes on the calendar day on which it falls. All other employees will observe the holiday for pay purposes on the calendar day on which it falls, except as follows:

- a. Any holiday except Christmas Eve and Christmas Day which falls on Saturday will be observed on the preceding Friday, and a holiday which falls on Sunday will be observed on the following Monday.
- b. When Christmas Eve falls on a Saturday, the holiday will be observed on the preceding Friday.
- c. When Christmas Eve falls on a Sunday and Christmas Day on Monday, the holidays will be observed on Monday and Tuesday.

- d. When Christmas Day falls on Thursday, the Christmas Eve holiday will be observed on the following Friday. When Christmas Day falls on Saturday or Sunday, the Christmas Day holiday will be observed on the following Monday.

Section 6. Holidays During Vacation. In the event a holiday falls during an employee's vacation, the employee will be paid both vacation and holiday pay.

Section 7. Holidays Worked. If an employee works on a holiday observed by the Company, the employee shall receive holiday pay and overtime pay for all hours worked on the holiday.

ARTICLE XIV - VACATIONS

Section 1. Length of Vacations. New full time employees receive vacation on a prorated basis upon date of hire . On January 1 following the date of hire , eighty (80) hours of vacation are awarded. Other employees covered by this Agreement shall be eligible for the following paid vacation time off based upon their length of service as of January 1st of each year:

Completed One (1) but less than Five (5) years - 80 hours
Completed Five (5) but less than Ten (10) years - 120 hours
Completed Ten (10) years service or more - 160 hours
Completed Twenty (20) years service or more - 200 hours
Completed Thirty (30) years service or more – 240 hours

Section 2. Vacation Pay. Vacation pay shall be based upon each employee's straight time hourly rate of pay at the time the vacation is actually taken. Shift premiums, if any, are not included in vacation pay.

Section 3. Vacation Scheduling. Operating needs of the Company are controlling in scheduling vacations. The vacation scheduling procedure followed by each department is designed to apply to usual situations. In exceptional situations not covered by the vacation

scheduling procedures, the Company will make reasonable efforts to resolve the situation in a manner equitable to both the Company and the employee. The Company reserves the right to approve or disapprove all vacation requests, modify a vacation schedule when deemed necessary for operational purposes, and to limit the number of employees who can be on vacation in any job classification, crew, and/or department at any one time.

Section 4. Split Vacations. Vacations may be split in as small as one-week increments, bounded by scheduled days off, where consistent with operating requirements. Up to one week vacation may be taken in periods of less than one week. The minimum vacation time that can be taken is in increments of one day, except for absences covered by the Family Medical Leave Act.

Section 5. Carry-Over. Up to forty (40) hours of vacation may be carried over from one year to the next.

Section 6. Vacation Pay Upon Termination. Vacation time off or vacation pay shall not accrue during the year. Employees become entitled to paid vacation on January 1 of each year based upon their length of continuous service at that time. If an employee's employment is terminated for any reason after January 1 but before taking the vacation to which the employee became entitled on the prior January 1, he or she shall be paid the unused vacation to which he or she became entitled to on the preceding January 1 upon termination.

ARTICLE XV - HEALTH AND WELFARE

Section 1. Plans Provided. The Employer currently has in effect certain benefit plans for employees covered by this Agreement, including hospitalization, life insurance, accident and sickness, dental and a major medical benefits plan. The benefits and terms provided under these plans shall be as set forth in plan documents. Effective January 1, 2012 and for the duration of

this Agreement only, the premiums for participation in the Company's health insurance plan shall be shared by the employee and Company on an 80/20 basis for the plan level selected by the employee. Such premiums and the percentage paid by employees and the Company will be subject to negotiations when this agreement expires.

Section 2. Administration of Plans. It is expressly understood that these benefit plans will continue to be unilaterally administered by the Employer and that the Employer may, in its sole discretion, change the form of administration, change insurance carriers, if any, make other changes necessary to the administration of the plans, and to revise or change the plans as deemed warranted by business conditions. The Company agrees, however, to inform the Union in advance of any revisions or amendments to its published plans but reserves the right to amend such plans in accordance with the provisions thereof. Employees covered by this Agreement shall participate in the plans on the same terms as extended to other employees of the Company.

Section 3. Eligibility. Employees covered by this Agreement will become eligible for participation in the benefit plans referred to in Section 1 in accordance with the terms of the plan documents.

Section 4. Disputes Over Benefits. No dispute, grievance, or question arising from the administration, application or interpretation of these plans is subject to the grievance and arbitration provisions of this Agreement but, instead, must be resolved in accordance with the provisions of the plan.

ARTICLE XVI - PERSONAL TIME OFF

Section 1. Employees covered by this Agreement shall be eligible for forty-eight (48) hours personal time (PTO) each calendar year. . PTO earned but unused may be carried over and

“banked” for use by the employee in the next or a later year. . Two cash out options are available to employees: (a) employees can cash out at half pay awarded PTO at time of separation from the Company, and (b) employees can cash out at full pay up to a maximum of 24 hours of PTO each December 1 provided they have 40 or more hours in their awarded bank after cash out.

Section 2. Use of PTO. Employees must take PTO for any and every absence unless allowed by another Company policy or this Agreement (e.g., leave of absence, funeral leave, jury duty, etc.). Requests for PTO must be made in accordance with the Company’s Attendance Policy, which is available in the Human Resources Department. The taking of approved PTO will not be the basis for any disciplinary action.

ARTICLE XVII- LEAVES OF ABSENCE

Section 1. FMLA Qualifying Medical Leaves of Absence. Employees eligible for leave under the Federal Family and Medical Leave Act (FMLA) shall be granted a leave of absence in accordance with the Company’s FMLA policy.

Section 2. Non-FMLA Qualifying Medical Leaves of Absence. Employees not eligible for FMLA leave and employees who have exhausted their FMLA leave entitlement may be granted a medical leave of absence for their own medical condition upon submission of documentation from their treating doctor confirming their inability to work. Upon return from such a leave of absence, the employee will be reinstated to his or her former position, if available, or if filled, to any open position for which the employee is qualified. If no position is available, the employee will be terminated and may reapply for employment.

Section 3. Maximum Leave Available. No leave of absence, other than military, shall

exceed twelve (12) months. Employees who fail to return from a leave of absence within one (1) year shall be administratively terminated and may apply for re-employment when released to return to work.

Section 4. Use of Available Paid Time Off. During any approved medical leave of absence, employees must exhaust all available paid time off to the extent permitted by law.

Section 5. Personal Leaves of Absence. The Employer may, in its discretion, grant employees a personal leave of absence of up to thirty (30) days for reasons and under conditions acceptable to it.

Section 6. Military Leaves of Absence. An employee who enters active service in the Armed Forces of the United States will be given a military leave of absence in accordance with Company policy and applicable law. Seniority shall accrue during such leave and reinstatement upon expiration of the leave will be in accordance with existing law provided the employee makes application for reemployment within the time limits specified by law.

ARTICLE XVIII - FUNERAL LEAVE

Section 1. Eligibility. Employees covered by this Agreement are eligible for up to three (3) consecutive days off, which will include one of the days of the funeral/memorial service , in the event of a death in the employee's immediate family, which is defined as including the employee's spouse, parent, child, brother or sister, grandparent, grandchild, cousin, niece/nephew or uncle/aunt, including current in-laws and step relations.

Section 2. Paid Leave. Employees granted funeral leave shall be paid at the straight time hourly rate for their normally scheduled work hours and days up to a maximum of three (3) days.

Section 3. Proof of Death. Employees shall, upon request, list the names of their immediate family with the Employer and provide satisfactory proof of death to be eligible for funeral leave.

ARTICLE XIX - JURY DUTY

Section 1. Excused Time Off. An employee called for jury duty shall be excused from work for such duty, provided a copy of the jury summons is presented to the employee's immediate supervisor at least three (3) days (not counting Saturdays, Sundays or holidays) in advance of the time the employee is to report for jury duty.

Section 2. Paid Time Off. Employees called to jury duty or who are subpoenaed to testify in a legal proceeding in which they are not a party shall be paid at their regular straight time rate of pay for hours they would otherwise have worked up to a maximum of forty (40) hours during any calendar year, less monies received for jury service.

Section 3. Reporting Back To Work. Employee released from jury duty shall report to work on any day he or she is released from jury duty and four (4) hours or more remain in the employee's workday.

ARTICLE XX - DISCIPLINE AND DISCHARGE

Section 1. Probationary Employees. The Employer may discipline or discharge an employee during the probationary period or any extensions thereof without assigning a reason and such discipline or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. After Probationary Period. The Employer may discharge, suspend, demote, issue verbal or written reprimands, or take any other disciplinary action against any employee

who has completed the probationary period for cause. Cause for immediate discharge shall include but not be limited to theft, fighting, violation of the Company's drug and alcohol policy, falsification of application or other records, insubordination, failure to report an accident or injury, sleeping on the job, carelessness causing damage or injury, and violation of work or safety rules.

ARTICLE XXI - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement means any dispute and/or difference of opinion which involves the application or interpretation of the terms of this Agreement. No complaint based upon facts or events occurring prior to the effective date of this Agreement shall be considered or adjusted under this Article.

Section 2. Processing of Grievances. The following procedure shall be followed in processing grievances:

Step 1 Any employee having a grievance shall first take the matter up orally with his or her supervisor within ten (10) working days of the occurrence of the original event giving rise to the grievance. The employee or the Supervisor may request that an employee Union representative be present. The Supervisor shall give a verbal answer within ten (10) working days.

Step 2 If the grievance is not settled in Step 1, the grievance shall be reduced to writing on a form provided by the Union and submitted to Human Resources Manager within ten (10) working days following the Supervisor's answer in Step 1. The written grievance must state the nature of the grievance, the issues involved, the specific contract provisions alleged to have been violated, the Union's position concerning its interpretation of the Agreement, and the remedy desired. Thereafter, a conference will be scheduled between the Human Resources Manager, the employee involved and a Union representative. The Human Resources Manager will give a written answer within ten (10) working days following such conference.

Step 3 If the grievance is not settled in Step 2, the Union may within ten (10) working days after receipt of the Employer's answer in Step 2, request in writing a meeting with the Refinery Manager or his designated representative. Upon such request, a conference will be scheduled within ten (10) working days between the Employer

representative and an Official of the Union to discuss the grievance. The Employer will give a written answer to the grievance within ten (10) working days following such conference.

Section 3. Time Limits. Any grievance not submitted to the Employer within ten (10) working days of the original event giving rise to the grievance shall be considered abandoned. Any grievance not appealed within the time limit specified in this Agreement shall be considered settled on the basis of the Employer's last answer and may not be further appealed or made the basis for any action either under this Agreement or otherwise.

Section 4. Request for Arbitration. If the decision of the Employer in Step 3 of the Grievance Procedure is unsatisfactory to the Union it may be appealed to arbitration provided that written notice of intent to arbitrate is given to the Employer within ten (10) calendar days after receipt of such decision.

Section 5. Selection of Arbitrator. Simultaneous with the notice provided for in Section 4, the party desiring arbitration shall request a panel of seven (7) arbitrators from either the American Arbitration Association ("AAA") or the Federal Mediation and Conciliation Service ("FMCS"), on an alternating basis. The selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association or applicable rules of the FMCS. The parties shall alternately strike names until only one name remains on the list, with the party requesting arbitration striking the first name.

Section 6. Arbitration Hearing. As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in Gallup, New Mexico or its immediate vicinity, and at the hearing both the Employer and the Union shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each

party shall have the privilege of cross examining witnesses presented by the opposite party. The neutral arbitrator shall render a reasoned decision in writing within thirty (30) days after completion of the hearing, unless an extension of time is mutually agreed to by the Employer and the Union. A decision by the neutral arbitrator shall be final and binding upon both parties.

Section 7. Scope of Arbitration. The Employer agrees to submit to arbitration, under the terms of this Article, grievances which meet each of the following conditions:

- a. The grievance involves either (1) a specific claim of a violation by the Employer of an express provision of this Agreement, which raises a bona fide issue regarding the proper application or interpretation of such provision; or (2) a claim by an employee that he or she has been discharged or otherwise disciplined without just cause;
- b. The grievance designates specifically the express provision of this Agreement alleged to have been violated and the manner in which it allegedly was violated; and
- c. The grievance was filed in writing during the life of this Agreement and processed in the manner and within the time limits prescribed and duly signed by the grievant.

Section 8. Authority of the Arbitrator. The sole function of the neutral arbitrator, except as otherwise provided in this Agreement for cases involving the termination of an employee for training failure, shall be to interpret the express provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this

Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising before the date of this Agreement or after its expiration; or to substitute his or her judgment for that of the Company in the absence of a clear abuse of discretion by the Company. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the ten (10) working day period referred to in Step 1.

Section 9. Expenses of Arbitration. The expenses of the arbitration (fees and arbitrator's fee and expenses) shall be shared equally by the parties. However, each party shall be responsible for its own expenses, including any fees associated with the attendance of witnesses, attorney, and the cost of a transcript if requested. If a transcript is requested by either party, the other party shall pay its share of the cost if used by that party.

Section 10. Paid and Unpaid Time. Employees required to attend a Step 1, 2, or 3 grievance meeting, if on shift, will be paid for the time required, as long as it is reasonable and the employee returns to work as soon as he or she is no longer needed. Employees not on shift who attend a Step 1, 2, or 3 grievance meeting, or who are called as a witness at an arbitration hearing, shall not be paid by the Company, unless called as a witness by the Company. The Company agrees, however, to reimburse the Grievant and Union Committee Chair for any wages lost as a result of attending an arbitration hearing, provided that they are employed at the time of the arbitration hearing.

Section 10. Exclusive Remedy. The grievance and arbitration procedure set forth in this Article shall be the sole and exclusive remedy available to employees for any alleged violation of this Agreement.

ARTICLE XXII - ELECTRONIC FUNDS TRANSFER

Section 1. Direct Deposit. It is understood and agreed that, if desired, the Company shall pay all employees electronic funds transfer (“direct deposit”). Pay stubs for direct deposited funds will be electronically delivered to the employee. .

Section 2. Temporary Hardships. In the case of documented hardship caused by direct deposit, the Company will make a paper paycheck available to those employees for the duration of the hardship, not to exceed sixty (60) days.

ARTICLE XXIII - SAVINGS CLAUSE

In the event any provision of this Agreement is held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such action shall not invalidate any other provision, all of which shall remain in full force and effect.

ARTICLE XXIV - BULLETIN BOARDS

The Company agrees to provide a bulletin board in a place designated by the Company for the exclusive use of the Union for the purpose of posting notices or bulletins. It is understood that nothing of a controversial or political nature shall be posted on the board.

ARTICLE XXV - UNION ORIENTATION

During new hire orientation for any employees that are transferred in or hired into jobs covered by this Agreement, the Company agrees to allow a member of the Union Committee, along with a Company representative, to make a joint presentation to the new employee on the topic of Company-Union relations in the refinery. This presentation shall not exceed one (1) hour. The content of the presentation will be mutually agreed to by the Company and Union prior to the presentation. If on duty, the member of the Union Committee making the

presentation may be granted time off the job to conduct the presentation consistent with operating requirements and provided the Company incurs no increase in costs.

ARTICLE XXVI - SUCCESSORSHIP

The parties agree that this Agreement shall be binding on successors and assigns. The parties further agree that the Company has no obligations under this Section in the event of a sale or transfer of the business and that all remedies for breach of this Section shall be against the successor or assignee. In this connection, the Union further agrees to indemnify and hold the Company harmless for any violation of this Section by a successor or assignee.

ARTICLE XXVII - DURATION OF AGREEMENT

Section 1. Duration. This Agreement shall be effective as of May 1, 2011 and shall remain in full force and effect until midnight of April 30, 2014, and shall thereafter automatically renew itself from year to year unless written notice is given by one party to the other at least sixty (60) days prior to April 30, 2014, or any succeeding yearly termination date.

Section 2. Notices. Any notices given by either party under this Article shall be by registered mail, return receipt requested to the following addresses:

Western Refining
Attn: Human Resources
123 W. Mills Ave. Suite 200
El Paso, Texas 79901

International Union of Operating Engineers
Local Union No. 351
111 East Coolidge Street
Borger, Texas 79007

Section 3. Termination of Agreement. In the event the notice referred to in Sections 1 and 2 is given by either party, the parties shall enter into negotiations for a new Agreement and

this Agreement shall continue in effect during such negotiations. If either party desires to terminate the Agreement, thirty (30) days notice will be given to the other party. If no new Agreement is reached during the thirty (30) day period following notice of termination, this Agreement shall terminate on the thirty-first (31st) day after such notice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

Signed this 1st day of May, 2011.

WESTERN REFINING SOUTHWEST, INC.

Emmett Reagan
Emmett Reagan

Victor Rueda
Victor Rueda

Mark Turri
Mark Turri

LOCAL 351, IUOE

Randy Griffin
Randy Griffin

Mark S. Saylor
Committeeman

John Sandoz
Committeeman

Joe Swartz
Committeeman

Blaine Lemard Sr.
Committeeman

Mark Monte
Committeeman

Luis Sanchez
Committeeman

APPENDIX A

A. OPERATION DEPARTMENT LINES OF PROGRESSIONS/DEMOTIONS

Shift Supervisor

East Area

Lead Operator
East Board Operator
East Relief Operator
East Operator 1
East Operator 2
East Operator 3

West Area

Lead Operator
West Board Operator
West Relief Operator
West Operator 1
West Operator 2
West Operator 3

New employees in Operations will be hired as Trainees and progress into the position of Operator 3 when qualified.

1. To qualify as an “Operator 1,” an employee must be qualified and certified to perform all operator tasks of an Operator 3, 2, and 1, and qualified to relieve the Relief Operator, which means that the employee must be qualified to relieve on the board in his or her line of progression.
2. Employees in each Operations position are expected to become qualified (certified) for the next higher position.
3. Employees in Operator 1, 2, and 3 positions can “learn” their way up to the pay level of Relief Operator without regard to a vacancy in a basic position. Employees who qualify for a higher rate of pay will be paid at the higher rate of pay but will work where needed and will not be “assigned” to a higher operator position until a vacancy occurs and they are selected for the opening.

4. OPERATION PAY RATES

	<u>2011*</u>
Lead Operator	34.97
Board Operator	33.87
Relief Operator	32.78
Operator 1	30.60
Operator 2	27.32
Operator 3	20.72
Trainee	17.98

B. MAINTENANCE DEPARTMENT LINES OF PROGRESSION

1. Lines of progression in the Maintenance Department craft jobs are determined in

accordance with skill levels established by the Company for each job classification.

2. MAINTENANCE PAY RATES

	<u>2011*</u>
I & E Tech A	\$ 35.54
I & E Tech B	\$ 33.71
I & E Tech C	\$ 31.98
Craftsman A	\$ 34.96
Craftsman B	\$ 33.16
Craftsman C	\$ 28.05
Craftsman D	\$ 24.78
Helper	\$ 17.98

C. LABORATORY DEPARTMENT LINES OF PROGRESSIONS AND PAY RATES

	<u>2011*</u>
Laboratory Technician	\$ 27.42
Laboratory Helper	\$ 17.98
Lab Maintenance Tech	\$ 29.50

D. OFF SITES LINES OF PROGRESSIONS AND PAY RATES

	<u>2011*</u>
Off Sites Relief I	\$ 34.96
Off Sites Relief II	\$ 33.96
Pumper Technician	\$ 31.45
Water Treatment	\$ 23.00
Refinery Operator Trainee	\$ 17.98
Marketing Rack Attendant	\$ 23.45

E. WAREHOUSE DEPARTMENT LINES OF PROGRESSIONS AND PAY RATES

	<u>2011*</u>
Warehouse A	\$ 23.45
Warehouse B	\$ 17.98

Progression from Warehouse B to Warehouse A will be after one year.

- 2011 Increases for 2011 (3%) effective the first pay period after May 1, 2011. Increases in 2012 and 2013 will be based upon the Oil Industry Pattern wage settlement and effective the first day of the first payroll period in May of the applicable year.

F. MISCELLANEOUS

1. A signing bonus will be paid to bargaining unit employees based upon the amount, if any, agreed to in the Oil Industry Pattern Settlement in 2012.
2. All Memoranda of Understanding entered into during the term of the expiring agreement and not renewed in this Agreement are null and void.
3. A Special Assignment Policy will be implemented at the Gallup refinery.
4. The Union will use its best efforts to assist the Company in getting employees to respond to calls for overtime and call-outs as part of the Company's efforts to equalize overtime distribution.

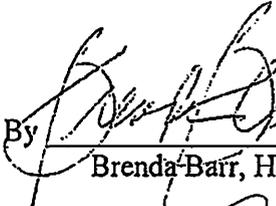
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
WESTERN REFINING SOUTHWEST, INC. - GALLUP REFINERY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351

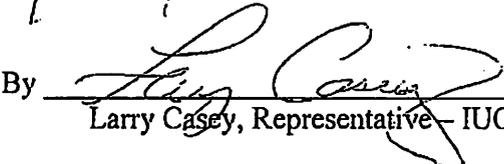
Subject: Vacation

1. Western Refining Southwest, Inc., Gallup Refinery and the International Union of Operating Engineers have executed a Memorandum of Understanding that is in effect until April 30, 2011.
2. Occasionally an employee's vacation balance will be less than a full shift. They may work part of the day and take the remainder of the day off using the odd number of vacation hours when it is used the day before their final scheduled vacation week exhausting the entire vacation balance. This applies to eight (8) and (10) hour workers only.
3. Occasionally (12) hour workers may have an odd number of vacation hours. They may use the odd number of hours on the final day of the last week of their scheduled vacation for the year exhausting their balance. They may take the full shift off using the odd number of vacation hours at the beginning of the shift and the remainder as unpaid time off; or carryover the odd number of hours less than twelve (12) if all carryover policies and procedures are followed and approved. This applies to twelve (12) hour workers only.

APPROVED this August day of 7th, 2009

SIGNATURES

By  8.4.2009
Brenda Barr, Human Resources Manager

By 
Larry Casey, Representative - IUOE 351



Michael J. Spohn

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
WESTERN REFINING SOUTHWEST, INC. – GALLUP REFINERY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351

Subject: Short Notice Schedule Change

Western Refining Southwest, Inc., Gallup Refinery and the International Union of Operating Engineers have executed a Memorandum of Understanding that is in effect until April 30, 2014.

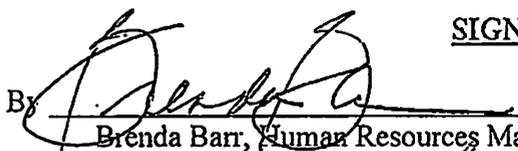
In the event an employee's work schedule is changed without at least forty-eight (48) hours advance notice, the employee will be entitled to receive overtime pay for the first shift worked after the schedule change.

The definition of a Short Notice Schedule Change is:

- A shift assigned or requested to work without 48 hours advance notice.
- A shift changed from Days to Nights without 48 hours advance notice (8, 10 or 12 hour worker).
OR
- A shift changed from Nights to Days without 48 hours advance notice (12 hour only).
- When an employee arrives to work at the normal starting time and is sent home to return later the same evening; all hours worked upon returning are eligible for overtime pay.
- Starting or ending times immediately preceding or following the normal shift times are not eligible as a Short Notice Schedule Change.

APPROVED this 7th day of JUNE, 2011

SIGNATURES

By 
Brenda Barr, Human Resources Manager

By 
Michael Spolar, Chairperson – IUOE 351