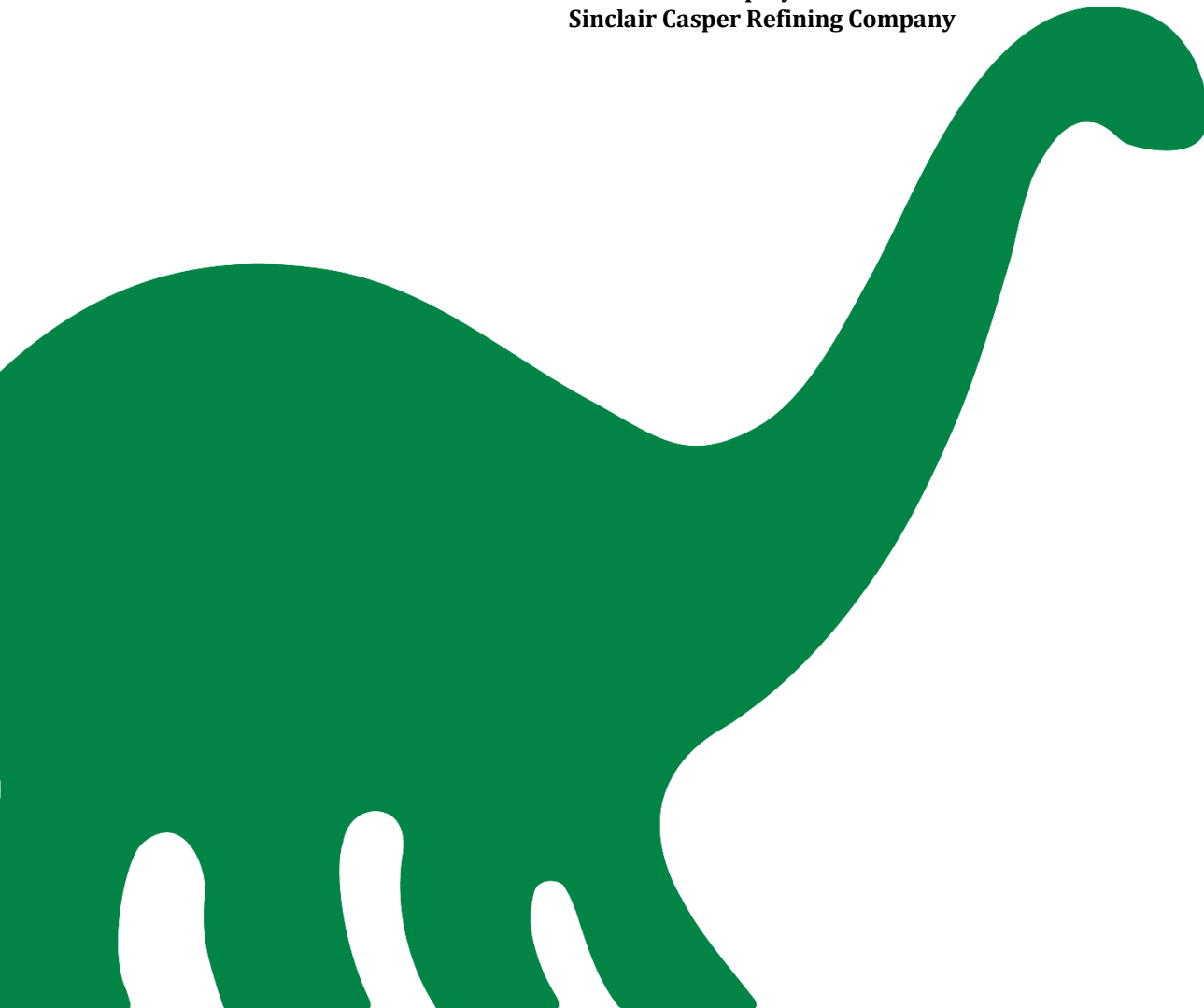




**Sinclair Oil Corporation**

# **Employee Handbook**

**For Employees of  
Sinclair Casper Refining Company**



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# ***Letter from Sinclair Refinery Operations Vice-President***

Dear Fellow Employee:

It is my pleasure to welcome you to employment at the Sinclair Refinery. You have been hired as an employee of both Sinclair Casper Refining Company and Sinclair Services Company, which provides a variety of staffing and employment management services for Sinclair Casper Refining Company.


Your contribution is essential to achieving our goals at Sinclair. We aim to be the premier oil refiner in the Rocky Mountains. The foundation starts with personnel safety, environmental compliance, process safety, operations excellence, and critical behaviors, which are the keys to profitability. All this depends on your job performance. I encourage you to learn your duties well, perform them in an outstanding manner, and sense the satisfaction of your contribution to Sinclair.

On its part, Sinclair will provide a safe and professional atmosphere in which to work, with competitive wages and benefits. Your growth, development and promotional opportunities will be enhanced through successful completion of meaningful assignments given you, and taking advantage of educational opportunities afforded you.

This "Employee Handbook" will introduce you to the company, its history, standards of conduct and employee benefits. You should read it carefully, directing any questions to your supervisor or the Human Resources Department at your location.

I wish you well in your endeavors.

Best Regards,



Paul S Moote

Vice President, Refinery Operations



# The Sinclair Companies

The Sinclair name in the petroleum business has a history of remarkable change and growth. Formed from the assets of eleven small petroleum companies on May 1, 1916, the original Sinclair grew to become the seventh largest oil company and at one time the thirteenth largest industrial complex in the United States. The first emblem, SINCO, was registered November 1, 1916. A progression of corporate emblems is shown below. You will note that each of the emblems includes the Sinclair name, making Sinclair one of the oldest names used in the petroleum business. The current Sinclair trademark is one of the most recognized corporate emblems in the United States. The pentagon border and brontosaurus figure were registered in 1959.

Sinclair today maintains diversified business interests in most of the mid-continent and western states and has employees in many of these states. The petroleum operations of the Company continue to expand and improve. The two refineries at Casper, WY, Sinclair, WY, meet all environmental regulations and are expanding capacity. The marketing footprint is expanding nationwide. The Sinclair Companies today also includes Grand America Hotels & Resorts Inc., a conglomerate of six hotels and two resorts (Sun Valley and Snowbasin) and Sunlight Ranch Company, a large farm and ranch operation in Wyoming and Montana.



# ***Standards of Conduct***

## **Co-Employer Relationship**

Welcome to Sinclair Services Company/Sinclair Casper Refining Company (hereinafter "Sinclair"). You have been hired as an employee of both Sinclair Casper Refining Company and Sinclair Services Company, which provides a variety of staffing and employment management services for Sinclair Casper Refining Company.

## **Equal Employment Opportunity**

Sinclair is an equal opportunity employer and is committed to develop, implement and maintain employment policies and practices that are based on individual merit, without regard to race, color, gender, age, religion, national origin, citizenship, disability, genetic status, veteran status, sexual orientation, or gender identity. Please see the Equal Employment Opportunity Policy.

## **At-Will Employment**

Sinclair is an at-will employer, and its employees are hired at-will. Sinclair's use of this Employee Handbook or use of discipline in general, is not intended to restrict the right of management to terminate employment at any time or for any reason. Nothing herein shall modify employment at-will or constitute an employment contract.

## **Work Environment**

Sinclair will not tolerate harassment or discrimination of any nature—gender, religion, race, color, age, disability, citizenship, national origin, veteran status, sexual orientation, or gender identity—by or to any employee, guest, or visitor. This type of conduct interferes with work performance and creates an uncomfortable work environment. Please see the policy Against Sexual Harassment.

## **Courtesy**

### **With Customers**

Certain positions involve more direct customer contact than others, but every position at this location exists because the work performed is necessary to properly serve Sinclair customers. Employees must always remember that customers take first priority.

### **With Other Employees**

Many positions at this location require considerable cooperation between employees in different departments and locations. Just as with our customers, courtesy should be used at all times when working with co-workers or other Company employees whether in person or by telephone. Discussions regarding terms and conditions of employment are not prohibited.

## **Dress and Grooming Policy**

Employees who work or enter the refinery must follow the Fire Resistant Clothing (FRC) and Personal Protective Equipment (PPE) policies established by the Environmental, Health, and Safety Department. Please reference the policies regarding FRC and PPE, located on the Sinclair Intranet site.

Employees contribute to the culture and reputation of Sinclair Casper Refining Company in the way they present themselves. A professional appearance is essential to a favorable impression with co-workers, customers, regulators, and vendors. Neat grooming and appropriate dress reflects on employee pride and inspires confidence.

The following are some examples of unacceptable attire and grooming for employees who are not required to wear FR clothing. This list is not exhaustive, so please exercise good judgment and professionalism:

- Jeans with holes or tears, exercise pants, sweat pants, spandex, walking shorts, skorts, or shorts of any kind.
- Clothing made of transparent, torn or extremely faded fabrics.



- Revealing or tight clothing, such as mini-skirts, sundresses, halter tops, backless dresses, tube tops or spandex.
- Flip-flops, beach sandals, or dress shoes with heels taller than 2".
- Excessive body piercings, including tongue rings or studs.
- Offensive visible tattoos.

NOTE: If you have questions or want to know if something is acceptable, please contact Human Resources.

## Facial Hair Policy

For various health and safety reasons individuals working in or visiting plant-operating areas must be clean-shaven at all times. The rule applies equally to persons visiting operating areas of the plant. A trimmed mustache is permitted provided it does not extend more than one-half inch beyond or below the corners of the mouth. Sideburns may not extend below the bottom of the earlobe.

## Housekeeping

There has always been a close connection between industrial accidents and housekeeping. You are expected to keep your work area clean and orderly. A job is not complete until all the scraps and waste have been cleaned up and all tools and materials returned to proper storage. It is easier to keep your workplace clean than it is to clean it up. More information on housekeeping is found in the Safety Handbook.

## Telephone

Using telephones to call out or receive calls for personal use during business hours should be limited. This includes personal cellular phones. Supervisors will inform employees of any additional specific restrictions.

Plant telephones are maintained for business use only and should not be used for personal calls without supervisory permission. Should an emergency arise and someone needs to contact you, have them phone the switchboard or security and give the nature of the emergency. The call will then be relayed to you without delay.

## Electronic Devices Policy

This policy for the use of electronic devices within the refinery applies to iPods, laptop computers, tablet computers, personal music players, personal book readers, and electronic cigarettes in addition to cell phone usage within the refinery:

- The use of electronic devices by anyone on Sinclair property should be limited to performing Sinclair's business. The exceptions include designated break periods and lunch periods, in designated areas.
- Electronic Devices ARE allowed in designated areas on the South side of the railroad tracks; including the administrative offices, main locker room, Knock Lab/Treater Office, and Maintenance lunchroom.
- Electronic devices ARE NOT allowed in the Control Room, Laboratory, Warehouse, Maintenance Shop, or other areas on the North side of the railroad tracks (including vehicles).
- Electronic device usage is not allowed in process units except when specifically designated on a HOT WORK PERMIT in the confines of the area described on that permit.
- Unauthorized cell phone pictures within the refinery gates are not permitted by anyone.
- Use of electronic devices will be according to applicable laws and regulations. No illegal use is permitted. Vulgar, profane, rude or offensive content is considered inappropriate. Communications that are harassing or threatening are unacceptable.

Nothing contained in this policy is intended to prohibit an employee from engaging in lawful concerted activity relating to terms and conditions of employment.





## Consequences for violation of the policy:

1st Offense	Verbal Reminder
2nd Offense	"Strike 1"
3rd Offense	"Strike 2"
4th Offense	Termination

Managers and Supervisors are responsible for enforcement of this policy.

Exceptions to this policy must be approved in writing by the Refinery Manager.

If the company determines an employee needs to use a cell phone for company business needs, the employee can choose two options; 1)The company will provide the cell phone, or 2)The employee can use their personal cell phone. The details regarding these two options are listed below:

Company provided cell phone: A company-owned cell phone will be issued and replaced as needed. If the employee chooses to use this phone for their own personal use, they will be charged a \$20.00 per month fee which will be payroll deducted. Employees must sign the "Cellular Phone Request and Payroll Deduction Authorization Form" and agree to allow Sinclair access to audit the billing and service records of any service and/or equipment paid for in part or in whole by Sinclair. Upon termination, employees also agree to return any equipment paid for by Sinclair, and to have Sinclair deduct from their final paycheck any unpaid cellular phone expense due Sinclair.

Employee provided cell phone: If the employee is required to carry a cell phone and choose to use their own personal cell phone and calling plan for business use, they may do so. The employee will be eligible to receive a payment to offset such expenses. This will be shown as a non-taxable item on the employee's paycheck stub. Employees choosing this option agree to make their cellular phone number accessible to Sinclair Oil Corporation, and to take business-related calls as if he/she possessed a company- issued cellular phone. Employees choosing this option should complete a "Personal Cellular Phone Payment Form". Management may decide if the payment made is appropriate for the amount of business use, and either raise or lower the payment accordingly.

## Smoking

Smoking is prohibited everywhere inside the refinery property, this includes electronic cigarettes, and vapor cigarettes/products.

## Work Hours Policy

Your supervisor will describe the work hours associated with your position.

## 5 Critical Behaviors

Each employee is expected to understand and abide by the following 5 Critical Behaviors:

- 1) Respect and follow the rules.
- 2) It is NOT OK to get hurt. Follow all safety procedures, especially PPE usage, permit execution, and fall protection.
- 3) Do your job correctly.
- 4) Run the refinery at maximum capacity safely and environmentally compliant in order to remain profitable.
- 5) Feel good about our achievements and am proud to work at the Sinclair Casper Refinery.



## Posted Offenses

Safe and efficient operation of the Sinclair Casper Refining Company requires all employees to follow established rules and procedures. Following is a list of posted offenses for the Sinclair Casper Refining Company:

- Willful violation of safety rules and procedures
- Stealing or unauthorized possession of company property
- Performing non-company related work on company time
- Sleeping while on the job
- Not telling the truth during a company investigation
- Not reporting an injury sustained on the job
- Engaging in horseplay or fighting
- Insubordination
- Discrimination, intimidation or coercion of other employees
- Unauthorized use of company computer systems
- Falsification of time cards
- Any other offenses as deemed by management

If an employee commits any of these offenses and then has repeat incidents for the same offense, he/she will be subject to the "3 Strikes and You're out" policy:

- First Incident- Strike 1: Verbal warning administered by immediate supervisor with notification to Refinery Manager.
- Second Incident - Strike 2: Meeting with Department Manager to fill out a written letter for performance improvement. Following this meeting, employee will be given a minimum of 3 days off without pay.
- Third Incident- Strike 3: Termination

The Company reserves the right to amend the list of offenses and accelerate "strikes" based on the severity of the offense. For example, being under the influence of drugs or alcohol while on the job is a violation of the Company's drug and alcohol policy. This will result in immediate acceleration to Strike 3 and termination of the employee even if it is the first incident.

## Absenteeism and Tardiness

Your position at Sinclair is important. Accordingly, you are expected to be at work on all scheduled workdays. An employee's consistent attendance and punctuality is a key to productivity. When employees are absent or even late, they place an extra burden on their fellow employees. Employees are expected to be punctual for work. Employees who are going to miss a scheduled day due to illness or an off duty injury for themselves or a family member, (including spouse, dependent child, or dependent parent) that prevents them from coming to work must inform their supervisor as soon as possible. Leaving a message with a co-worker or on voice mail is not adequate notice.

Excessive absenteeism, tardiness or failure to properly inform an employee's supervisor of tardiness or absenteeism is grounds for disciplinary action up to and including termination and non-re-hirable status.



Listed below is the attendance point's policy (hourly employees – lab, maintenance, operations and warehouse):

- a) Reported Absences-2 points-An absence for any reason, including illness and injury for themselves or a family member (including spouse, dependent child, or a dependent parent) that prevents them from coming to work, which is reported at least one hour or more before the start of your scheduled shift. It is your responsibility to notify your supervisor, or the duty supervisor, as far in advance as possible of all absences. Your supervisor will call you back when he/she comes to work. Absences that have been pre-approved with completion of the Sick Leave & Bereavement Request form for employee or family time off will not accrue points.
- b) Unreported-6 points-Any absence not properly reported.
- c) Tardiness-1 point-You will be considered tardy if you report in after the start of your scheduled shift. This will be recorded as one point. If reporting late, you may be refused work and charged an unreported absence that day. If you are going to be more than a few minutes tardy, you must call in prior to the start of your shift to let your supervisor know when to expect you.
- d) Leaving Early-1 point-If you do not complete your scheduled shift, you will be assessed one point.

ANY ABSENCE WITHOUT NOTICE OR PERMISSION FOR THREE CONSECUTIVE SHIFTS MAY RESULT IN IMMEDIATE TERMINATION.

The point system works on a rolling twelve-month, continuous cycle. Points assessed in any month will be dropped off a year from the month in which they are assessed. For example, if you are assessed four points in January of this year and one point in April of this year you will carry five points on your record until February 1 of the following year. At that time, the four points from January would drop off. The remaining point would drop off on May 1. As points add up, disciplinary action will apply as follows:

- 1) Supervisor Review: When 4 points in a 12-month period are accumulated; your supervisor will meet with you to discuss your attendance and counsel with you regarding any problems.
- 2) First Notice: When 8 points in a 12-month period are accumulated, you will meet with your manager. In addition, you will receive written first notice of excessive absenteeism.
- 3) Final Notice: When 12 points in a 12-month period are accumulated, you will meet with your manager. A written final notice of excessive absenteeism will be given to you.
- 4) Termination: If 16 points are accumulated in a continuous twelve-month period, termination will result.

Sick Leave Pay will not be paid for the first two days of absence (for each occurrence of absence due to personal illness) to those employees who have 8 or more points, until the points have dropped below 6. Absences, as a result of an extended illness, must be verified by the Company medical officer. This will be charged as one reported shift absence if properly reported to your supervisor. Without verification by the Company medical officer, the absence will be charged as follows.

- a. One or two shifts = one reported absence
- b. Three or more shifts = two reported absences

Prior to returning to work from an extended illness (the equivalent to the number of consecutive days in your scheduled workweek), you must receive clearance from the Company medical officer to return to work. If you have been hospitalized, injured or are showing signs of illness, the company reserves the right to send you to the company medical officer for a fitness for duty evaluation.



With proper notice and approval, absences as a result of the following will not be charged points:

- Funeral Leave
- Jury Leave/or when called as a witness
- Military Leave
- Vacation
- Pre-arranged absences, which have been approved by your department supervisor. For an absence to be prearranged, it must be approved by your department supervisor/manager before the end of your previous shift. This can be used for actual visits to a medical provider or hospital for the amount of time necessary and approved by your supervisor.
- Family and Medical Leave Act (FMLA) approved absence. Points will not be given to employees who have eight or more points and are out multiple times for the same illness, which qualifies for FMLA. Points will be given to these employees if they are absent for a different reason not related to the FMLA documented illness.

The following procedures will be used by each employee to report each absence:

Call your Supervisor or Duty Supervisor:

- a) As soon as possible, when you are to be off and each consecutive day after unless you have received a doctor's release to be off work
- b) Every Wednesday while you are off and under doctor's care
- c) At least one day before you return to work

Nothing contained in this policy shall affect Sinclair's employer at will status.

### **Personal Relationship and Nepotism**

To protect the interests of the company and its employees by avoiding relationships that may cause conflicts of interest or favoritism, the company has established a policy addressing these issues. Please see the Personal Relationship and Nepotism Policy.

### **Code of Business Conduct and Ethics**

Each employee is asked to comply with the Code of Business Conduct and Ethics policy and to promptly report any current or future situation that might involve or appear to involve any conflict of the policy. Please see the Code of Business Conduct and Ethics policy.

### **Computer Acceptable Use Policy and Information Security**

Computer systems and network resources are integral parts of everyday business at Sinclair. All employees should have a clear understanding of what is necessary to protect the integrity and availability of these systems. Please see the Acceptable Use and Information Security Policies overview.

### **Social Media Policy**

The use of social media by Sinclair employees carries risks and responsibilities. Please see the Social Media Policy.

### **Travel Policy**

Employees should make all business travel arrangements through their locations Executive Assistant. The Executive Assistant will then contact the Corporate Travel Coordinator. This will ensure that the most cost- effective travel



arrangements are offered. Employees are expected to use sound business judgment when traveling on behalf of the company. Please refer to the Refinery Travel Policy available through the Executive Assistant or Human Resources.

### **Office Solicitations**

To avoid the distractions from work created by office solicitations, employees should not use company time or company premises to conduct personal business endeavors, including their dependents' school or community projects.

Soliciting in any form or distributing any notices, literature, pamphlets, or other materials for any purpose in any area of the property is prohibited. Any such materials discovered will be discarded immediately.

### **Cameras**

Personal cameras and cell phone cameras are not allowed in the plant without written approval of the Refinery Manager. However, nothing contained in this policy is intended to prohibit an employee from engaging in lawful concerted activity relating to terms and conditions of employment.

### **Bulletin Boards**

To keep you informed, there are Company Bulletin Boards placed throughout the refinery. These are reserved for Company purposes and only authorized material may be placed on them.

Please refer to the bulletin boards daily to keep current on your area and company news and information.

### **Radios and Televisions**

Only authorized radios and televisions are allowed on the job.

### **Tool Policy**

Sinclair will furnish the tools required by your job and you will be responsible for them. When tools are issued to you, make sure you agree with the inventory list. If tools are broken or worn under normal working conditions, they will be replaced by the Company. However, if you are missing a tool, it will be your responsibility to replace it. Replacements are available from the warehouse.

### **Meal Allowance**

The meal policy at Sinclair Casper Refining Company was begun in order to provide sustenance for an employee required to work past his/her regular shift. The policy was expanded to include employees (usually operators) who were called out with less than two hours of notice, on the premise that they did not have time to prepare a lunch. An overtime meal or meal ticket will be given to an employee when:

- He/ She continue working unscheduled for more than two hours after their regular shift would have been completed.
- He/she is "called out" before their regularly scheduled shift and is required to work more than two hours before the regularly scheduled shift.
- In the event of continued work without break (leaving the refinery), the individual will be given a meal or meal ticket after the third hour of every subsequent eight hour period they complete. Only one meal or meal ticket will be given to an individual during any eight-hour period.
- Salaried individuals are eligible for meals under the same conditions as an hourly person; however, meal tickets are not available for salaried individuals.

Lunches may be purchased anywhere the supervisor or shift supervisor agrees is feasible to utilize. Obviously, long distances to a restaurant need to be avoided to reduce wasted time for the water treater. The current amount that Sinclair Casper Refining Company will pay for a meal is \$10.00. The employee is responsible for any amount over



this limit and will reimburse the refinery for any amount over this limit.

## **Keys**

Keys that are issued to you remain the property of Sinclair Casper Refining Company and should be returned upon leaving employment. If they are lost, please contact Human Resources immediately.

## **Intracompany Transfers**

Employees interested in transferring to another department must notify their supervisor in advance and receive authorization to interview before the transfer will be considered. Employees interested in transferring should discuss this with the Human Resources Department after they have spoken with their immediate supervisor. Employees must remain in their positions for a minimum of six months before being considered for an employee requested transfer. The Company reserves the right to transfer employees at any time to meet business needs.

## **Exiting Employment**

All company-issued property (uniforms, keys, equipment, credit cards) must be returned prior to receiving a final paycheck from the Human Resources Department. Following your last day of employment, the Human Resources Department should be kept informed of any address changes for mailing of W-2 forms at the end of the year. Terminating employees will be asked to complete an exit interview with Human Resources personnel. Employees leaving employment agree that the company may deduct from a final paycheck the value of any company property not returned at the time of termination, i.e. uniforms, company equipment, etc.

## **Employee File Review**

Employee files are the property of the company. Employees may review their files by submitting a request in writing to the Human Resources Department. A time will be established when the employee may come to the Human Resources office to review the file under the supervision of a Human Resources representative



# Benefits

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*Sinclair Services Company strives to provide excellent employee benefits at a minimal cost for the employee. The following is a brief summary of the various plans offered. These plan summaries are intended to supplement, not replace, the information contained in the Summary Plan Descriptions (SPD). Employees should familiarize themselves with the information contained in the SPD(s). SPD(s) can be accessed on the Sinclair Benefits Webpage at <http://benefits.sinclairoil.com> or obtained from your Human Resources Representative.*

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## Benefits Eligibility

Employees averaging 30 hours per week are eligible on the first day of employment to enroll in the Sinclair Medical, Dental, and Vision insurance. All other benefits described in this section are subject to an employee averaging 40 hours per week (except for the CAP plan). Employees must enroll within 30 days of eligibility or lose eligibility for coverage until the next open enrollment period. It is the employee's responsibility to enroll.

## Health Savings Account (HSA)

Eligibility requires enrollment in one of the High Deductible (HD) medical plans. The HSA allows employees to set money aside on a pre-tax basis to pay for qualified medical expenses (with pre-tax monies), and to earn interest on the HSA account balance on a tax-free basis. The annual maximum amounts an employee may contribute are determined yearly by the IRS and the type of coverage selected. Upon authorization, the company will instruct the HSA administrator to establish a HSA. The employee determines if and how much per month to contribute to a HSA. See the Human Resources office for details.

## Flexible Spending Accounts

Employees meeting eligibility requirements for the medical plan are eligible to enroll in Flexible Spending Accounts the first of the month following employment. This benefit allows the employee to be reimbursed for eligible health care and/or dependent care expenses with pre-tax dollars. It is the employee's responsibility to enroll annually.

## Company Provided Life & Accidental Death & Dismemberment

Upon date of hire, regular, full-time employees have a life insurance benefit paid for by Sinclair of 1x base annual salary, to a maximum of \$250,000. This policy includes an accidental death and dismemberment (AD&D) benefit equal to 100% of the value of the life insurance benefit.

## Supplemental Group Life Insurance

Regular, full-time Sinclair employees are eligible to enroll in the Sinclair Life Insurance Plan and must enroll within 30 days of eligibility to have up to the guaranteed amount of insurance available without providing evidence of insurability. Late entrant applications with medical certification may be possible. Available coverage includes life insurance protection for the employee, spouse and dependent children. It is the employee's responsibility to enroll. The life insurance is term coverage that pays a specific amount to the beneficiary in the event of the death of a covered individual. Premiums are deducted on a post-tax basis.

## Supplemental Accidental Death & Dismemberment (AD&D)

Regular, full-time Sinclair employees are eligible to enroll in the Sinclair AD&D Insurance Plan. It is the employee's responsibility to enroll. This benefit provides 24-hour, 365 days per year accidental death and dismemberment coverage on or off the job. Employees may choose coverage at affordable group rates for themselves and may elect coverage for their spouse and eligible dependents. The monthly AD&D premium varies depending on the amount and type of coverage chosen. Premiums are deducted on a post-tax basis.



## Long Term Disability (LTD) Insurance

Regular, full-time employees are automatically covered by LTD coverage at the date of hire. This plan provides a benefit, should the employee become disabled while participating in this plan, equal to sixty percent (60%) of the employee's basic monthly wage, to a maximum of \$15,000 less disability payments received from other sources, including Social Security.

## Short Term Disability (STD) Insurance

Regular, full-time employees are automatically covered by STD coverage at the date of hire. This STD benefit is coordinated with the sick leave program. It provides income replacement from 60-100% of pay, depending on years of service, as outlined in the chart below. This benefit provides coverage for non-work related accidents or illnesses.

<u>Years of Service</u>	<u>100%STD Coverage</u>	<u>60% STD Coverage</u>
Less than 1 year	2 weeks	22 weeks
1 year	4 weeks	20 weeks
2 years	6 weeks	18 weeks
3 years	8 weeks	16 weeks
4 years	10 weeks	14 weeks
5 years	14 weeks	10 weeks
6 years	16 weeks	8 weeks
7 years	18 weeks	6 weeks
8 years	20 weeks	4 weeks
9 years	22 weeks	2 weeks
10 years or greater	24 weeks	N/A

### STD Waiting Period

There is a 10-working day waiting period before STD begins. Compensation during the STD Waiting Period comes from Sick Leave the STD Waiting Period Bank, and/or vacation if applicable.

### STD Waiting Period Bank

For those hired prior to April 1, 2013, a STD Waiting Period Bank has been established, separate from the sick leave policy and is available on a one-time basis. This bank is to be used specifically for the STD 10-day waiting period. If an employee had at least 10 days in the "old" sick leave bank as of April 1, 2013, he/she will have the full 10-day Waiting Period Bank accessible. If an employee had less than 10 days in the "old" sick leave bank as of April 1, 2013, he/she will be able to use that balance as the STD Waiting Period bank. If an employee with a

STD Waiting Period Bank subsequently has a STD event, and uses this Waiting Period Bank; STD events thereafter will use the normal sick leave during the waiting period.

## Business Travel Accident Insurance

Sinclair provides business travel accident coverage for employees on a 24-hour a day, 7-days a week basis at no cost to the employee. This benefit is equal to five (5) times the employee's annual wage to a maximum of \$750,000.

## COBRA (Continuation of Medical Coverage)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) provides employees and their qualified beneficiaries the opportunity to continue medical insurance coverage for up to 18 to 36 months under Sinclair's





medical insurance plan when a “qualifying event” occurs. COBRA rights are explained in the SPD for the Sinclair medical plan, and in notices sent to employees by the Human Resources Department, both at the time of enrollment in a medical plan and when an employee/dependent has a “qualifying event.” Contact the Sinclair Services Human Resources Department for more information.

### Capital Accumulation Plan (CAP)

The Sinclair Capital Accumulation Plan is a qualified plan under the Internal Revenue code. It has two parts: a 401(k) Plan and a Profit Sharing Plan. Investment of the funds in this Plan is at the discretion of the employee. The Plan accepts rollover contributions from qualified employer plans. The Plan includes contributions from the following:

\*401(k) Plan-All employees are eligible to join the 401 (k) Plan upon hire and enrollment elections. The plan provides for employee pre-tax contributions up to the allowed IRS contribution limits (see Human Resources for details), and Sinclair matching contributions (dollar for dollar) up to 6%. This match is declared annually by the Sinclair Oil Corporation Board of Directors. Vesting of company contributions is achieved as follows:

<u>Years of Vesting Service</u>	<u>Percent of Vested Accrued Benefit</u>
Less than three (3) years	none
At least three (3) years	100%

\*Profit Sharing Plan-All employees are eligible upon hire. This plan provides employees the opportunity to share in the profits they help Sinclair achieve each year. Contributions are made annually following the end of the plan year (December 31). The contribution amount is declared annually by the Sinclair Oil Corporation Board of Directors. The plan is funded entirely by employer contributions. Such contributions are placed in the funds the employee has selected for the Plan. Vesting in the Profit Sharing contributions is achieved as follows:

<u>Years of Vesting Service</u>	<u>Percent of Vested Accrued Benefit</u>
Less than three (3) years	none
At least three (3) year	100%

### Holidays

As a regular, full-time employee, you are eligible to receive pay for ten holidays each calendar year. This is a combination of holidays designated annually by Sinclair and "floating" holidays, which are selected by the employee with advance approval of the supervisor. You will be paid eight (8) hours for the holidays at your regular, base rate of pay.

Holidays normally designated include:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving (operators designate)
Independence Day	Christmas Day
Labor Day	

When an employee calls in sick both the day before and day after a holiday, the supervisor may request proof of illness. If such proof is requested, but is not provided, the holiday will be changed to a sick leave day.

- Any holiday falling on a Saturday or Sunday will be observed on the Friday before or the Monday after the holiday, unless you are required to work the actual holiday, in which case the holiday will be observed on the actual date.



- You will be paid for working on a holiday as stated in the Pay Practices Section of this Handbook.

**Vacation**

Vacation time is earned on a service anniversary basis as outlined below, and may be taken by regular, full-time employees after six (6) months of continuous employment (see note below). Vacations must be approved in advance by the supervisor. Non-exempt employees can use vacation in four-hour increments. Vacation pay is calculated at the employee regular base rate of pay.

Vacation is not cumulative from year to year and must be used before the end of the calendar year. Each supervisor will authorize and schedule vacation as business permits.

Note: For newly hired employees who have completed six months of service, up to five (5) days' vacation may be taken. However, any used vacation days will be deducted from the ten (10) days which is fully earned on the first anniversary date.

After 1 Year-less than 5 years	2 weeks (80 hours)
5 years but less than 10 years	3 weeks (120 hours)
10 years but less than 20 years	4 weeks (160 hours)
20 years but less than 30 years	5 weeks (200 hours)
30 years or more	6 weeks (240 hours)

**Sick Leave**

Regular, full-time employees are eligible for paid sick leave immediately upon hire. The amount of sick leave available is as follows:

	<u>Weeks at Full Pay</u>
New hires prior to July 1	2 (10 working days)
New hires July 1 and after	1 (5 working days)
Each January 1 thereafter	2 (10 working days)

The Sick Leave Bank is refreshed to 10 days each January 1. Sick leave does not carry over from year to year. Sick leave may be used for absences from work due to personal illness or off duty injury, as well as caring for a dependent, spouse, child, or parent who requires assistance due to illness or injury. Sick leave pay is calculated at the employee's regular base rate of pay. In order to receive sick pay, the employee must request it from their immediate supervisor and proof of illness maybe required.

**Employee Service Recognition Program**

The Employee Service Recognition Program honors the loyalty and longevity of Sinclair employees. The program begins at five years of service and continues at each subsequent five year increment. The employee being recognized will receive a framed certificate and service emblem.

Employees who have left the company and have returned to employment will be given credit for prior years of service under this program.

**Employee Retirement Recognition Program**

The Employee Retirement Recognition Program pays tribute to employees who retire over the age of 62 with at least 15 years of service. The program is divided into two different categories.

**Employees retiring with 15 to 19 years of service receive:**

- Four days/three nights of paid R&R at any of the company hotels or resorts, to be used within the first year following retirement. Only the retiree and spouse are eligible for this benefit.



- \$500 credit toward Sinclair Oil/hospitality purchases. This will be given as a company gift card.

**Employees retiring with 20 or more years of service receive:**

- Six days/five nights of paid R&R at any of the company hotels or resorts, to be used within the first year following retirement. Only the retiree and spouse are eligible for this benefit.
- \$1000 credit towards Sinclair Oil/hospitality purchases. This will be given as a company gift card.

A four-week written notice is required for eligibility.

**Retirement Notice Incentive Program**

To effectively identify and train successors for experienced employees who are retiring, qualifying employees who give at least six months’ notice of their retirement will be eligible to receive one years’ accrued vacation at the time of retirement. To be eligible for this program, the employee must be at least age 62 with 12 years’ service at the time retirement. The employee must give his/her supervisor and the Human Resources department written notice confirming the retirement date.

**Jury Duty**

Full-time employees required to serve on a jury may do so without suffering loss of pay. Sinclair will make up the difference between what the employee receives for jury duty and the employee's regular base rate of pay.

**Funeral Leave**

Full-time employees may receive paid time off to attend funerals of immediate family members, i.e., spouse, child, parent, parent-in-law, brother, sister, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparent, grandchild. This benefit allows up to three (3) working days if the distance traveled is 500 miles or less one way, or up to four (4) working days if more than 500 miles one way. Funeral leave is calculated at the employee’s regular base rate of pay.

**Occupational Disability Supplement**

Occupational disability supplement provides replacement income for eligible employees suffering an extended lost-time, work-related injury. Any benefit due will be calculated at the employee's regular base rate of pay. Eligibility and length of time of the pay continuance are based on the following schedule:

<u>Completed Years of Service</u>	<u>Maximum Number of Weeks at Full Pay</u>
Less than 6 months	0
6 months to 1 year	4
1 year to 2 years	8
2 years to 3 years	12
3 years to 4 years	18
4 years to 5 years	22
5 years to 6 years	28
6 years to 7 years	32
7 years to 8 years	38
8 years to 9 years	42
9 years to 10 years	48
10 years and more	52



Benefits payable shall be reduced by the amount of any Federal or State statutory disability benefits, e.g., Workers Compensation, Social Security. The combined benefits payable from such services and from this policy will not exceed the regular base rate of pay.

You will be eligible for a new occupational disability supplement with each new on-the-job injury.

### **Leave of Absence (FMLA)**

In compliance with the Family Medical Leave Act, up to twelve (12) weeks of unpaid, job-protected leave is provided to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for at least one year and 1,250 hours over the previous 12 months. Please refer to the attached FMLA policy.

### **ADA Leave**

Under the Americans with Disabilities Act (ADA), employees may be eligible for ADA leave where all three of the following circumstances are met.

- The employee has exhausted FMLA leave or has no FMLA leave available, and
- The employee's medical condition falls under the ADA and
- The medical condition persists to the extent that they are not able to return to work (either with reasonable accommodation or possible re-assignment to a different position)

### **Educational Assistance**

After three months of employment, regular, full-time employees are eligible to enroll in pre-approved education courses and receive financial assistance from Sinclair. Such courses, as well as books and eligible fees, will be reimbursed at 75% upon successful completion of the course. Individual classes require prior review with the employee's supervisor and approval of the Educational Assistance Review Committee.

Assistance toward completion of a bachelor's degree is also available upon completion of two years continuous employment if the degree is related to company operations. Contact the Human Resources Department for additional information, or access the Educational Assistance Policy on the SinclairNet benefits page.

### **Hotel Benefit (R&R)**

After two years of employment, regular, full-time employees may take their eligible dependents (or, if single without dependent children, a guest) to any of Sinclair's hotel or resort properties for two nights each anniversary year, subject to availability. Meals, lodging and many recreational activities at the facility are included. After completing five years of service, the employee may schedule five nights each anniversary year, subject to availability.

Employees can access the Hotel Benefit Policy, dates of availability, and a reservation form on the SinclairNet benefits page. Contact your Human Resource Department for assistance in scheduling your hotel benefit.

### **Sinclair Discount Credit Card**

Full-time employees are eligible to apply for a Sinclair employee discount credit card. The amount of credit authorization is based on credit worthiness. This card will entitle the employee to charge all purchases at stations selling Sinclair products, as well as at Sinclair's hotel and resort properties. The monthly billing will extend a 5% discount on all purchases. The balance owing is due and payable each month. Payments must be kept current in order to qualify for the 5% discount. If at the time of voluntary termination, the employee has had a good credit history with Sinclair, the employee may keep this account open and the discount will be discontinued. Qualified retirees will be able to maintain the discount.

### **Referral Bonus**

This program provides a financial incentive for Sinclair employees who refer individuals to work in the refinery on a full-time basis.



If the referred individual is employed on a full-time basis, the referring employee is eligible to receive a bonus in the amount outlined below at time of hire (dependent on the level in which the individual is hired), and if the referred individual remains employed with the Casper refinery on a full-time basis for twelve months (one year), the referring employee will receive an additional bonus, as outlined below.

**Program Details**

Candidates must list the name of the referring employee on the original employment application on file in the Human Resources office. The referring employee’s name cannot be added at a later date. The referring employee will be responsible to apply for both the initial and twelve-month (one year) bonus. This can come in a written request, by e-mail or otherwise, to the Human Resources manager at the refinery. To receive the bonus, the referring employee must make application within 90 days of the date of hire and the twelve month (one-year) anniversary.

The referred individual must be employed at the Refinery on a full-time basis for a period of twelve months (one year) in order for the referring employee to receive the twelve-month (one year) bonus.

Referred individuals must not already be currently employed with Sinclair Oil Corporation.

The Employee Referral Payment will not be paid if the referred candidate is a former refinery employee who terminated after January 25, 2013.

Referral Bonus Amounts

<u>Position employee is hired into</u>	<u>Time of Hire bonus</u>	<u>Twelve-month bonus</u>
Technician D	\$100	\$200
Technician C	\$200	\$300
Technician B	\$400	\$600
Technician A	\$500	\$700
Technician, Senior	\$700	\$900
Technician, Lead	\$900	\$1100
Salaried, Non-Exempt	\$200	\$300
Salaried, Exempt	\$900	\$1100



# ***Payroll Procedures-Pay Practices Policy***

## **Non-Exempt Employees**

Non-exempt employees should record hours worked on the time sheet provided. Non-exempt employees may only work the hours for which they are scheduled, unless otherwise authorized by a supervisor.

As referenced in the work hours policy, employees are authorized a 45-minute lunch break, which will not be considered as time worked.

Hours worked are to be recorded in quarter hour increments on a time sheet. Non-exempt employees must review their time sheet at the end of the time reporting period to verify its accuracy. If there are discrepancies, it should be reviewed with the supervisor and the changes made on the time sheet. Both the employee and the supervisor must sign the time sheet before it is submitted to the payroll department for processing.

## **Exempt Employees**

Exempt employees should only report exceptions on the time sheet provided, i.e., sick leave, vacation, floating holidays, jury duty, etc.

## **Overtime & Workweek**

Employees may be scheduled to work from 8 to 12 hours daily as defined by their work area. It is the policy of Sinclair to pay all hourly and salaried non-exempt employees overtime for hours worked in excess of eight hours a day or forty hours in a workweek. A workweek is 168 consecutive hours as defined for your job classification. Unless specifically authorized by his or her supervisor, employees are not permitted to work unscheduled overtime.

In addition to their base rate, all hourly and non-exempt employees will receive premium pay for the following time worked:

- Any time worked in excess of eight hours in a day.
- Any time worked in excess of forty hours in a week, not including the above.
- Any time worked on a company recognized holiday.

Premium pay will be equivalent to 1 ½ times your normal base rate for the time worked (for shift workers this would include shift differential). Hours for which daily overtime is paid will not be used in calculating weekly overtime.

Benefit pay for a holiday will be considered as time worked for calculating weekly overtime. Other absent hours paid in a workweek, such as sick leave, floating holiday, vacation, jury duty, funeral & occupational disability supplement will not be included as hours worked when calculating weekly overtime.

## **Work Schedules**

The Company may establish different work shift hours for its various operations.

The employees' work schedule-including any revisions-will be posted prior to the beginning of each scheduled work week.

An employee who works on his scheduled day off will not be required to lay off on another scheduled work shift. An employee whose scheduled shift (day, afternoon or night) assignment is changed to another shift during the same work week, after it has been posted, will be paid at the rate of time and one-half for the first changed shift except when:

- Promoted to fill a permanent or temporary vacancy scheduled on another shift (day, afternoon, or night).



- The change is made at the employee's own request
- More than 24 hours' notice is given to the affected employee

## Shifts

Shifts are defined as follows: For 8-hour a day employees:

- Day Shift- a work shift starting at or after 7:00a.m. and ending at or before 3:00 p.m. (2nd shift)
- Afternoon Shift - a work shift starting at or after 3:00 p.m. and ending at or 11: 00 p.m. (3rd shift)
- Night Shift- works shift starting at or after 11:00 p.m. and ending at or before 7:00 a.m. (1st shift)

Employees scheduled to work on:

- The day shift will receive no shift differential.
- The afternoon or night shifts will receive the shift differential in effect at the time worked. Shift differential will be used in the computation of overtime pay.

Maintenance personnel will receive shift differential only if scheduled to start work between 3:30p.m. and 7:00a.m.

All personnel will be required to work shift work when requested by management.

## Double Time

Employees shall be compensated at double their straight time rate of pay for all work performed on the seventh consecutive day worked within the work week only during turnarounds in their specific area. If however, an employee absents him/herself for a portion of a day, then that time shall not be counted in the computation of double time pay for the seven consecutive days of work.

## Call-Out Pay

An employee called out for work between his regular work shifts and after having left the refinery, will be paid at time and one half for such work or minimum payment of four hours at his/her regular rate, whichever is greater.

All employees are expected to be available for call out and overtime work. For this reason, a current phone number must be kept on file with the Company.

The Company's obligation in calling out employees is limited to one telephone call to the employee's place of residence. If during that one call the line is busy, the Company need not wait more than five minutes for the busy line to clear. If the call is completed to the employee's home, the Company need not wait more than ten minutes for the employee to return the call in person.

## Holiday Pay

- Holidays worked will be paid double time and one half for all hours worked. Applicable shift differential will be added after holiday pay is calculated
- If a holiday falls on an employee's scheduled day off, it will be paid at his/her regular straight time rate.
- When an employee's granted vacation period includes one of the specified unworked paid holidays, for which the employees would have been compensated had he/she not been on vacation, the employee is to be paid for an extra day at this regular rate of pay.



- Any regular employee not required to work on any of the designated holidays will receive pay at his regular straight time rate for the scheduled shift.
- If an employee is scheduled to work on a holiday and is absent for vacation, sick leave, personal holiday, or funeral leave, he/she will be paid unworked holiday pay and the absence pay for that day.

## **Direct Deposit**

Employees may elect to have their paycheck deposited directly into their accounts at the financial institution of their choice. Eligibility is immediate following receipt of the first paycheck. Employees may access payroll stubs on-line using the Employee Self Service portal found on the SinclairNet benefits page.

## **Payday**

For those enrolled in direct deposit, paychecks will be automatically deposited every other Friday. When a payday falls on a holiday, the paycheck will be deposited on the prior business day.

Those not enrolled in direct deposit will have their paycheck mailed to their home address on the scheduled payday. All problems related to an employee's pay should be taken up with the employee's supervisor, who will then work with the Human Resources Department or the payroll office to resolve the issue.

## **First Paycheck**

Employees will be paid for hours actually worked within the payroll period. Therefore, depending on when a new employee starts work within the pay period, his or her first paycheck will reflect only the days worked before the end of that pay period.

When the first paycheck is received, employees should verify that the name, address, social security number and withholdings are correct.

## **Deductions**

Social Security (FICA), Federal Income Tax and any applicable State Tax are required by law to be withheld from a paycheck.

All other deductions, with the exception of tax liens or garnishments, will require the employee's signature as authorization, e.g., insurance plans requiring employee contributions.

## **Employee Records**

It is requested that employees notify the Human Resources Department immediately if any of the following changes occur, as it could affect an employee's benefits:

- Person to notify in case of an emergency
- Legal name
- Marital status
- Address or telephone number
- Number of dependents, i.e. birth, adoption, age limitation
- Beneficiary for insurance purposes
- If using direct deposit, a change in financial institution or account information





## ***Safety & Security***

Sinclair promotes safety and actively supports accident prevention programs for all employees. Any accident, no matter how minor, must be reported to the supervisor or department head immediately. Please see the section under Workers Compensation for additional information.

We are committed to a strong, effective Safety Program designed to prevent injuries and to protect your health on the job. Protective clothing and equipment such as fire resistant clothing, hard hats, safety boots, safety glasses and hearing protection must be worn in designated areas or under designated conditions. Discounts are available for the purchase of safety boots.

Key elements in the Company Safety Program are:

- 1) Safety procedures that provide a basis for safe job performance.
- 2) Employees are responsible for complying with safe operating procedures.
- 3) Maintaining areas in a safe, healthful work condition.
- 4) Safety and job training for all employees.
- 5) Participation will be required in fire-fighting and emergency procedures.
- 6) Complete information on the Safety Program is found in the Safe Operating Procedures Manuals.

### **Weapon Free Workplace**

In order to ensure a workplace safe and free of violence for all employees, Sinclair Casper Refining Company prohibits the possession or use of weapons on company property including inside the gated area of the refinery (north side of the tracks), or any other location while doing work for the company. Company property excludes parking lots under the company's ownership or control. Weapons include, but are not limited to: firearms, explosives, and other weapons that might be considered dangerous or that could cause harm and that are not otherwise authorized by the company to be used by an employee as part of his/her job function. Sinclair Casper Refining Company reserves the right at any time, and at its discretion to search all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, etc., while located on company property for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Please contact your supervisor or the Human Resources office with questions.

### **Security**

Security personnel are responsible for controlling the flow of Company property or materials in or out of the plant. As part of this responsibility, they are required to conduct, as needed, searches of lunch boxes, parcels, briefcases or other containers. Automobiles in secured Company areas are also subject to search.

The Company provides a locker for your personal protective equipment and clothing. If a locker inspection is conducted, you will be given the opportunity to be present. The Company necessarily reserves the right to inspect your locker without you being present if the circumstances warrant. An inspection of this nature would only be conducted with the permission of the Refinery Manager.

### **Security Tips**

Safety and security are everyone's responsibility and cannot be stressed enough. Each employee is asked to observe the following guidelines, which will assist in providing a safe and secure property:

- Report any suspicious persons or unusual activities immediately to management.
- Never reveal the work location of a fellow employee to anyone other than another employee.



- Never discuss security incidents that may have occurred at the plant with guests or outsiders.
- If an employee or visitor is injured or ill, report this to management at once.
  - If serious, call an ambulance.
- All keys given to employees in the course of employment are the property of Sinclair. Protect and use them with extra care and return them to the proper place or authority at the end of use. Employees should not give keys to others, nor should they make copies of keys entrusted to them without prior written authorization.
- If a member of the press, law enforcement representative, private investigator or other similar person inquires as to an employee, an incident at the property or company practices in general, employees are not authorized to speak in behalf of the company. You may respond to inquiries regarding terms and conditions of employment.

### **Workers Compensation**

Sinclair provides benefit coverage for on the-job illness or injury in accordance with State Workers Compensation Laws. All on-the-job injuries or illnesses must be reported immediately to the supervisor. If the supervisor is not present, then contact the department head, Human Resources or the Environmental, Health and Safety (EH&S) Department. Be prepared to provide information that is needed to complete a "First Report of Injury." The "First Report of Injury" must be completed in detail.

Should an injury or illness require medical attention beyond first aid, the employee must contact the Human Resource or EH&S Department to be authorized for medical treatment. Sinclair uses local industrial clinics to treat all on-the-job injuries. All medical treatments must be pre-approved by the Human Resource or EH&S Department.

If the injury involves lost time, then a note from the physician must be submitted to the Human Resource or EH&S Department. In addition, the employee is required to forward to the Human Resource or EH&S Department the physician's follow-up statement immediately following each treatment.

### **Drug/Alcohol Testing Policy**

To ensure a drug/alcohol-free work place for all employees, Sinclair has established a drug/alcohol testing policy that applies to all employees at all levels. Please see the Drug and Alcohol Testing Policy.

All medications that you are prescribed that could impair your safety must be reported to the Human Resource or EH&S Department in order for the company medical officer to approve the use of such medications while working



Sinclair Services Company/ Sinclair Casper Refining Company

## ***Equal Employment Opportunity Policy***

It is the policy of Sinclair Services Company (hereafter referred to as “Sinclair”) to provide equal Employment opportunity to all individuals without regard to race, color, religion, gender, age, national origin, disability, genetic information, sexual orientation, gender identity or any other status or characteristic protected by law; to prohibit harassment based upon these factors, and to ensure that retaliation or discrimination does not occur if any employee reports violation of federal, state, or local laws.

This policy applies to recruitment, hiring, training, promotion, transfer, demotion, termination, compensation, benefits, and all other aspects of employment.

Each employee is hereby advised that discrimination of any type will not be tolerated by Sinclair. This includes, but is not limited to electronic communication and social media use as it relates to other employees. All employees may report any complaints or possible violations to either the department head, to the vice president for the division in which they are employed or to a manager in the Human Resources Department (see phone numbers below). Sinclair will promptly investigate and resolve all complaints with appropriate confidentiality. Employees found to have engaged in illegal discrimination will be subject to disciplinary action up to and including termination.

Sinclair’s policy forbids retaliation against anyone who reports prohibited discrimination. Sinclair will take corrective action against any employees who harass, embarrass, or retaliate in any respect against anyone who had made a complaint regarding unlawful discrimination. If you feel you have been retaliated against for having raised a complaint, you should report this to either your department head, to the vice president for the division in which you are employed, or the manager in the Human Resources Department (see phone numbers below).

Sinclair has a program of affirmative action. As part of this program, Sinclair will continue to emphasize to employees, potential employees, potential employees, customers, vendors, and others that equal opportunities in Sinclair are based upon individual merit will continue to encourage persons to seek employment and strive for advancement upon such basis.

Each manager, supervisor, and employee within the organization is charged with the enforcement of this policy and the implementation of these programs within his or her area of responsibility.

Effective June 1, 2016

To report discrimination or retaliation complaints, contact one of the following:

Refinery Manager:	(307)232-2462
Refinery Human Resources Manager:	(307)232-2464
Vice-President, Refinery Operations:	(801)524-2834
Sinclair Services Company Human Resources:	(801)524-2718



## ***Policy Against Sexual Harassment***

It is the policy of Sinclair Services Company/Sinclair Oil Corporation and its' subsidiaries (hereafter referred to as "Sinclair") that sexual harassment in any form will not be tolerated. You should be advised that sexual harassment may take many different forms. For example, one can be sexually harassed if overt sexual activities are occurring on the job. In addition, sexual harassment can occur merely by the creation of a hostile, offensive, or intimidating work environment.

Sinclair's policy, in compliance with federal law, prohibits: 1) Unwelcome sexual advances; 2) Requests for sexual favors; and 3) Other verbal or physical conduct of a sexual nature made to an employee.

You should avoid any use of language with sexual meanings, offensive touching, inappropriate gestures, lewd or "dirty" jokes, sexually suggestive comments, use of offensive written or graphic material, slurs or other verbal references to an individual's gender, or any other conduct which could offend your fellow employees. This includes but is not limited to, electronic communication and social media use as it relates to other employees.

Any complaints involving sexual harassment will be taken seriously by Sinclair, will be investigated promptly, and will be resolved with appropriate confidentiality. Filing a false claim of harassment is serious misconduct, and may result in disciplinary action, up to and including termination. Each manager, supervisor, and employee within the organization is charged with enforcement of this policy. As stated in the Equal Employment Opportunity Policy, you should direct these complaints to either the manager of the facility at which you are employed, to the vice president, or to a manager in the Human Resources Department (see phone numbers below). Sexual harassment is extremely serious misconduct, and may result in disciplinary action, up to and including termination.

Sinclair's policy forbids retaliation in any form against anyone who has reported sexual harassment. Sinclair will take corrective action up to and including termination against employees who harass, embarrass or retaliate in any respect against one who has made a complaint regarding sexual harassment. If you feel you have been retaliated against for having raised a complaint, you should report this to either the manager of the facility at which you are employed, to the vice president, or a manager in the Human Resources Department (see phone numbers below).

To report sexual harassment or complaints of retaliation, contact one of the following:

Refinery manager:	(307)232-2462
Refinery Human Resources Manager:	(307)232-2464
Vice-President, Refinery Operations:	(801)524-2834
Corporate Human Resources:	(801)524-2718



## ***Drug/Alcohol Testing Policy***

### **Statement of Policy**

Sinclair Services Company employees should refrain from substance abuse. Substance abuse includes the use of illegal drugs, and the misuse of alcohol, prescription medications, and over-the-counter drugs. It is Sinclair's policy that its employees (1) not illegally use drugs; (2) not abuse alcohol, prescription or over-the-counter medications; (3) not illegally be under the influence of drugs or alcohol during employment hours; (4) not be impaired by medications or alcohol during employment hours, and (5) not illegally manufacture, distribute, dispense, or possess drugs or alcohol at the work place.

### **Drug/Alcohol Testing Program**

Under the Drug/Alcohol Testing program, Sinclair will test for the illegal use of drugs listed in the Controlled Substances Act, 21 U.S.C. 812 (1970, Updated Annually), or their metabolites, including but not limited to the following substances:

**Amphetamines**  
**Cocaine**  
**Hallucinogens**  
**Cannabinoids**  
**Opiates**

NOTE: Under federal regulation, the use of marijuana even for medicinal purposes is illegal. For workplace safety reasons, Sinclair does not recognize medical marijuana usage as a legitimate reason for a positive drug test result. Should an employee receive a recommendation for medicinal marijuana by a physician or practitioner, the employee is required to give notice to an authorized representative (Human Resources Manager or Company Officer) in advance of implementing the treatment.

Sinclair will test for alcohol on a "Reasonable Cause" basis.

**Drug tests** will be performed by urinalysis, or by any other approved method that meets applicable Federal and State statutes, or regulations, using an initial screening test. "Non-Negative" screening results will be confirmed by a gas chromatography/mass spectrometry (GC/MS) test.

**Alcohol tests** will be performed using an evidential breath-testing device that complies with the National Highway Traffic Safety Administration's Model Specifications for Screening Devices to Measure Alcohol in Bodily Fluids.

Sinclair has adopted Procedures for Drug Testing and for Alcohol Testing under this Drug/Alcohol Testing Policy. These procedures shall guide testing performed under this Policy. Copies of these procedures are available to employees upon request. Testing covers all levels of employees, including management and supervisory employees.

**Under the Sinclair Drug/Alcohol Testing program, drug/alcohol tests will be administered under the following circumstances:**



**1) Pre-employment:** All applicants for employment, where permitted by State Law, will be given a pre-employment drug test subsequent to a conditional offer of employment; consent to such a test is a required condition of employment.

**2) Random:** All employees, where permitted by State Law, are subject to testing for drugs on a random basis; selection for testing shall be done using a random selection process.

**3) Reasonable cause:** All employees are subject to drug and/or alcohol testing based on Reasonable Cause. Reasonable Cause will be found if Sinclair has reason to believe that an employee's actions, appearance or conduct indicate the use of illegal drugs, misuse of alcohol, misuse of prescription or over-the-counter drugs, or other violation of Sinclair's drug testing policy. Grounds for Reasonable Cause testing include, but are not limited to, the following: Incidents that involve accidents, injuries, excessive absences, excessive tardiness, altercations, lengthy absence, possession of drugs or drug paraphernalia, cash shortages, thefts, or incidents resulting in a payment by Sinclair for medical expenses or property damage. A Corporate Officer, Refinery Manager, Property General Manager, the Vice President of Human Resources, or the Refinery Human Resources Manager, must approve Reasonable Cause tests.

**4) Post-Incident/Accident:** All employees involved in a work-related incident/accident in which the supervisor determines that, (1) medical attention is required, other than minor first aid, and/or (2) significant property damage has occurred to company property, employee property, or any third party's property, are subject to post-incident/accident drug testing, unless prohibited by State Law. The employee will provide an appropriate specimen for drug testing within 32 hours after an incident/accident. Refusal to do so constitutes violation of this policy.

**5) Workers' Compensation Event:** Any employee involved in a workers' compensation event that results in lost time and/or requires a visit to a health care provider shall undergo a drug test within 32 hours following the incident.

**6) Periodic:** All employees, including management and supervisors, who are required by government regulation or company policy to visit a health care provider shall be drug tested as part of each such visit. In addition, all employees will be subject to testing for drugs on a periodic basis. Testing will be administered in a uniform fashion to all employees based on a time frame selected by the company.

**7) Post Rehabilitation:** Employees who are engaged in, or have completed drug counseling or rehabilitation are subject to testing, without notice, for up to two years following completion of such programs.

**8) Change of position:** Any employee being considered for a change from a position not previously requiring drug/ alcohol testing to a position which does require drug/alcohol testing on any basis is subject, where permitted by State Law, to testing prior to the change being finalized.

## Consequences of Violating Policy

Any person who (1) refuses to submit to a drug/alcohol test; (2) fails to truthfully complete and/or sign the forms required for the drug/alcohol test; (3) attempts to alter or tamper with a urine specimen, breath specimen, or any other authorized specimen, form or the test results; (4) admits to current substance abuse (as defined herein); (5) is convicted by a court of, or pleads guilty or nolo contendere to, any charge relating to illegal use, possession, manufacture, or distribution of drugs or alcohol; (6) has a confirmed positive drug test result; (7) has an alcohol concentration of .04 or greater on a breath alcohol test or (8) violates this policy in any other respect, shall be ineligible for consideration for employment for a period of at least 120 days, or in the case of a current Employee shall be subject to disciplinary action up to and including termination of employment.



A positive test result on the alcohol test is defined as an alcohol concentration of .04 or greater. A positive drug test result is defined as follows: Any GC/MS test result showing drugs or their metabolites including, but not limited to, the following substances in amounts at or above the stated limits:

<b>Amphetamines</b>	500 ng/ml	<b>Cannabinoids</b>	15 ng/ml
<b>Cocaine</b>	150 ng/ml	<b>Opiates</b>	2000 ng/ml
<b>Hallucinogens</b>	25 ng/ml		

Sinclair reserves the right to test for additional drugs or adulterants based upon the reasonable determination or the need to do so. Sinclair will treat drug/alcohol test results in a confidential manner. Specimen samples shall be stored as prescribed by available state and/or federal regulation.

The individual(s) designated by the Vice President of Human Resources will review positive drug/alcohol test results within a reasonable time period. Employees and applicants have to explain their positive test results. Test results will be made available to the applicant or employee upon written request where required by law. Employees who test positive on a drug test shall have the right to request a second confirmatory test on the same sample under conditions approved by Sinclair.

Such a right may be exercised only by a written request by the employee to the Sinclair Services Company Vice President of Human Resources within seven (7) business days after the employee is informed of the drug test results. The re-test must be done immediately, at the employee's expense, and by a lab approved in advance by the Vice President of Human Resources. If the subsequent test is negative, the employee will be reimbursed for the cost of the test.

Employees, who have had their employment terminated as a result of a positive drug/alcohol test, may be eligible for rehire if the following conditions have been met:

- 1) A period of not less than 120 days has passed since the employment termination occurred.
- 2) Proof has been provided of successful completion of a certified drug/alcohol counseling and rehabilitation program.
- 3) They have signed an agreement allowing for up to 2 (two) years of unannounced drug/alcohol testing at intervals to be determined by the employer.

Sinclair has established an Employee Assistance Program in compliance with state and federal regulations. Should an employee disclose a substance abuse problem including the use of illegal drugs and/or the misuse of alcohol, prescription medications, or over-the-counter drugs to an authorized Sinclair representative (Human Resources Manager or Company Officer), upon evaluation, they may receive assistance in overcoming such abuse.

Self-disclosure of substance abuse must take place outside of knowing of or being dispatched to take a drug test. Otherwise, the employee may be subject to further disciplinary action up to and including termination per this policy. For more information regarding this program, please contact the Sinclair Services Human Resources office.

## **No Employment Contract**

Each employee of Sinclair is an employee-at-will. Employment with Sinclair shall constitute agreement by the employee to abide by this drug/alcohol testing policy and to submit to drug/alcohol testing as a



condition of employment. Nothing in this policy shall be interpreted as a modification of the employment-at-will status of each employee or as a contract of employment.

Passing the drug/alcohol test is only one of many considerations for employment and shall not be construed as an offer of employment or continued employment

All questions concerning this policy shall be directed to a Corporate Officer, or the Sinclair Services Company Vice President of Human Resources.





## ***Personal Relationship and Nepotism Policy***

### **Purpose**

The purpose of this Personal Relationship and Nepotism Policy is to protect the interests of the company and its employees by avoiding relationships that may cause conflicts of interest or potential bias or favoritism in any area of a) personnel management, including, but not limited to hiring, salary administration, promotions, employee relations, discipline or termination or b) the company's business relationship with outside persons and entities.

### **Policy**

**Personal Relationship**—A “Personal Relationship” is defined as a romantic or sexual relationship between two people.

Supervisor/Subordinate—Sinclair prohibits Personal Relationships between any Supervisor and his or her Subordinates. Any Supervisor who becomes involved in a Personal Relationship with any Subordinate may not continue to be a Supervisor of that Subordinate, and may be subject to discipline, up to and including termination. Upon adoption of this Policy, or thereafter as soon as such a relationship develops, both the Supervisor and the Subordinate must disclose such relationship in writing to their own Manager, and to the Human Resources Department. The company will review the situation, and will decide the appropriate action for the Supervisor. If such action is not termination, then the company will decide which employee is to be transferred to another position or terminated if no position is available.

**Business Associate**—Personal Relationships between a company employee (who has the ability to impact the company's relationship with a Business Associate) and such Business Associate must be disclosed in writing by the employee to the employee's Manager. If such a Personal Relationship exists at the time of adoption of this Policy, the employee must immediately disclose such relationship in writing to the employee's Manager. If such a Personal Relationship occurs at any time after the adoption of this Policy, the employee must promptly disclose such relationship in writing to the employee's Manager, if possible before the company enters into, renews, extends, etc. any business relationship with such Business Associate. If such a Personal Relationship creates, in Sinclair's sole discretion, a conflict of interest, Sinclair will determine appropriate steps relative to protecting its interests.

### **Nepotism**

**Supervisor/Subordinate**—“Nepotism” occurs when a Supervisor is a Family Member of any of his/her Subordinates. Nepotism is contrary to Sinclair's interests. Individuals will not be hired, transferred or promoted into a position that will result in Nepotism. Prior to an employment offer, promotion or transfer, the Manager must certify to the Human Resources Department that the candidate is not a Family Member of the Manager or any other person who will be in a position of Supervisor to such candidate. If any employee, after employment, becomes a Supervisor or Subordinate of a Family Member, both the Supervisor and Subordinate must promptly disclose such in writing to their own Manager and the Human Resources Department. The company will review the situation, and will decide which of the employees may need to be transferred to another position or terminated if no position is available.

**Business Associate**—“Nepotism” occurs when a company employee (who has the ability to impact the company's business relationship with a Business Associate) is a Family Member of such Business Associate. If Nepotism occurs with a Business Associate, the employee must promptly disclose such in writing to the employee's Manager, if possible before the company enters into, renews, extends, and etc. any business relationship with such Business Associate. If such a Nepotism situation creates, in Sinclair's sole discretion, a conflict of interest, Sinclair will determine appropriate steps relative to protecting its interests.



## Definitions

**“Supervisor”** is defined, with respect to a particular Subordinate, as any employee who can initiate or participate in decisions involving a direct benefit to the Subordinate, such as hiring, retention, transfer, promotion, wages, work assignments, leave requests, or any other benefit of employment. As used in this Policy, Supervisor is used in a much broader sense than the term is commonly used and includes individuals beyond the direct chain of command above a Subordinate.

**“Subordinate”** is defined, with respect to a particular Supervisor, as any employee whose hiring, retention, transfer, promotion, wages, work assignments, leave requests, or any other benefit of employment can be effected in any way by that Supervisor. As used in this Policy, Subordinate is used in a much broader sense than the term is commonly used and includes individuals beyond the direct chain of command below a Supervisor.

**“Manager”** is defined as the person who is an employee’s immediate day to day supervisor.

**“Family Member”** is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first-cousin; and relationships by marriage—husband or wife (as defined by federal law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above. “Family Member” also includes foster children or foster parents.

**“Business Associate”** is defined as any person or entity doing business with Sinclair in the capacity of contractor, consultant, vendor, supplier, wholesale customer or similar role. Business Associate also includes individuals associated with such Business Associate, including owners, employees, contractors, consultants, etc.

## Exceptions

With regards to the Nepotism portion of this Policy, all current relationships which may be in violation at the date of Policy implementation should be promptly disclosed in writing by the Supervisor to his/her supervising Manager and the Human Resources Department, and, if so disclosed, may be “grandfathered.”

The Nepotism portion of this Policy does not apply in cases where persons are hired on a temporary basis, such as a summer internship or who are assigned on a temporary basis to fill a company need.

Sinclair reserves the right to grant exceptions to this Policy. Any such exception must be approved in advance by the departmental Vice President and the Vice President, Human Resources.

Family Members employed as an exception to this Policy will be required to complete an “Exception to the Nepotism Policy” form, acknowledging that they understand their own promotional opportunities may be limited, to prevent direct or indirect reporting relationships and employment within the same chain of command.



## ***Code of Business Conduct and Ethics***

Conducting business with integrity and in an ethical and legal manner is a primary objective of Sinclair Services Company ("Sinclair"). The following Code of Business Conduct and Ethics has been adopted by the Board of Directors of Sinclair. Every employee of our Company is responsible for understanding and conducting themselves in accordance with this Code. If you have any questions about this Code, please contact your supervisor or the General Counsel's office.

### **Introduction**

Sinclair is committed to conducting its business with integrity and in an ethical and legal manner. Sinclair values its good name and its role as a good citizen in each community in which it does business. Sinclair's reputation for integrity and honesty ultimately depends upon the actions of those who deal with the outside world on Sinclair's behalf.

## ***Standards of Conduct***

### **Work Environment**

The Company is committed to providing its employees with safe and healthful work environment, free from harassment (sexual, racial, or religious harassment, including sexual orientation, and gender identity), intimidation, or personal behavior not conducive to a productive work climate. All employees are to be treated with respect.

### **Communication**

The Company is committed to conducting business in an open and honest manner. All communications, whether internal or external, should be accurate and forthright. The Company is committed to providing open communication channels that encourage candid dialogue relative to employee concerns, responsible opinions, and constructive criticism of the Company, its supervisors, managers, and/or policies. It is never the Company's intent to discourage feedback through either intimidation or perceived disinterest.

### **Outside Employment**

Employees owe the Company their undivided business loyalty. All full-time employees may not be involved in employment outside the Company unless, after discussion with their supervisor, it is clear that such employment will not interfere with the safe and effective performance of their duties for the Company. Reference should be made to the section below on conflicts of interest in determining whether outside employment is appropriate.

### **Charitable Contributions**

Employees are encouraged to support the charitable efforts of the communities in which they live and in which the Company does business. Under no circumstances, however, should an employee either directly or indirectly, be subject to pressure by the Company or any employee to support, by way of individual contributions or charitable endeavors, any charitable organization. No employee may have his or her employment or chance of future advancement conditioned in any way on the employee's support of charitable endeavors

### **Confidentiality**

All employees, both during and after their employment by the Company, must respect the proprietary information and trade secrets of the Company and its customers and suppliers and may not disclose any such proprietary information unless the individual or firm owning the information properly authorizes the release or disclosure. New employees and contractors must protect the secrecy of proprietary information of their former employers.



## **Fair Dealing**

Each employee should endeavor to deal fairly with the Company's customers, suppliers, competitors, and other employees. No employee should take their unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

## **Protection and Proper Use of Company Assets**

Each employee is a steward of the Company's assets, and as such, has an obligation to protect and preserve Company assets and to seek to ensure their efficient use. Theft, carelessness and waste have a direct and negative impact on the Company's profitability. All Company assets should be used for legitimate business purposes only.

The misappropriation, conversion to personal use, theft of the Company property (including confidential and proprietary data such as patents, trade secrets and other intellectual property, drawings, designs, manufacturing processes and sales and market data) is grounds not only for termination of employment, but for criminal prosecution and other legal action to recover damages for losses sustained, or other legal remedies available either during or after employment with the Company. Theft of property of other employees is also strictly prohibited.

## **Commercial Transactions**

We are committed to selling our products and services and purchasing the goods and services of others honestly and will not pursue any transaction that requires us to act unlawfully or in violation of this Code. The Company will avoid any conduct or understanding that may illegally restrain trade. Sales of the Company's products and services of others must be free from any inference or perception that favorable treatment was sought, received, or given by way of payments, gifts, favors, entertainment, or other gratuities. Bribes, kickbacks, and other improper payments shall not be made on behalf of the Company in connection with any of its businesses. Amounts paid as tips or gratuities for services will be consistent with local customs and practices. No excessive fees, commissions or other payment will be made.

Under the U.S. Foreign Corrupt Practices Act, it is unlawful for the Company to authorize, direct or knowingly allow the payment or the making of a promise to pay anything of value to any foreign official, foreign political party or candidate for political office for the purpose of influencing or inducing such official to use his or her influence or discretion to obtain or retain business or gain favorable treatment for the Company. Care must be taken when dealing with foreign customers and vendors to comply with local and foreign laws.

## **Gift Giving and Receiving**

Employees may not accept gifts, gratuities, entertainment, or favors from existing or potential customers or vendors, or anyone doing or seeking to do business with the Company, if acceptance of such gift, gratuity or the like could have, or could be perceived as having, an influence over the employee's or the contractor's decision regarding Company business. The receipt of gifts, gratuities and the like which go beyond the common courtesies normally associated with accepted business practices is prohibited. Similarly, the giving of such gifts or gratuities on behalf of the Company is prohibited.

## **Conflicts of Interest**

Each employee must conduct him or herself in an honest and ethical manner and avoid any actual or apparent conflict of interest. A conflict of interest occurs when an individual's private interest interferes in any way with the interests of the Company as a whole. However, an employee may engage in lawful concerted activity regarding terms and conditions of employment without violating this policy. Situations that may involve a conflict of interest include, but are not limited to, having a direct or indirect (including immediate family) substantial economic interest in an entity that transacts business with the Company or is in competition with it. A conflict of interest situation can arise when an employee takes actions or has interests that make it difficult to perform his or her Company work objectively and effectively. Conflicts of interest situations also arise when an employee, or member of his or her family, receives improper personal benefits as a result of his or her position in the Company. Loans to, or guarantees of obligations of, such persons are of special concern.



Business interests that are in any way detrimental to or in conflict with the interests of the Company should be avoided. In particular, employees who have responsibility for buying or selling goods or services should avoid having any interest that can influence their independence of judgement with regard to appropriate business decisions.

No employee shall, on behalf of the Company, authorize or enter into any transaction or other business arrangement involving an undisclosed conflict of interest. In the case of any proposed transaction or arrangement that may involve a conflict of interest, the employee concerned should disclose the conflict of interest to the responsible officer within the Company who has no conflict of interest with respect to the transaction or arrangement.

Caution must be exercised by all to ensure that personal interests never give the appearance of conflicting with the best interests of the Company in any way. This holds true in any of the Company's business dealings, whether buying or selling services or commodities as vendor or customer. Any situation that could be, or could be perceived as, a conflict of interest, including any transaction or relationship that must be reasonably could be expected to give rise to a conflict of interest, must be reported to senior management. Business interests that are in any way detrimental to or in conflict with the interests of the Company should be avoided. In particular, employees who have responsibility for buying or selling goods or services should avoid having any interest that can influence their independence of judgment with regard to appropriate business decisions.

No employee shall, on behalf of the Company, authorize or enter into any transaction or other business arrangement involving an undisclosed conflict of interest. In the case of any proposed transaction or arrangement that may involve a conflict of interest, the employee concerned should disclose the conflict of interest to the responsible officer within the Company who has no conflict of interest with respect to the transaction or arrangement.

Caution must be exercised by all to ensure that personal interests never give the appearance of conflicting with the best interests of the Company in any way. This holds true in any of the Company's business dealings, whether buying or selling services or commodities as vendor or customer. Any situation that could be, or could be perceived as, a conflict of interest, including any transaction or relationship that reasonably could be expected to give rise to a conflict of interest, must be reported to senior management.

### **Compliance with Laws**

It is the Company's policy to comply, and take all reasonable actions to cause compliance, with all applicable laws, rules and regulations of every nation, state or local jurisdiction in which the company conducts business of every nation, state, or local jurisdiction in which the Company conducts business. Every employee, no matter what position he or she holds in the Company, is responsible for ensuring compliance with applicable laws.

### **Financial Integrity**

Investors, creditors, governmental entities, and the Company's management itself rely on the accuracy of the Company's accounting records. It is imperative that the accounting records and the reports and statements produced or derived from those records be maintained and presented in accordance both with the laws and regulations of each applicable jurisdiction and with accepted principles of accounting.

### **Accuracy of Company Records**

All transactions must be properly authorized and completely and accurately recorded on the Company's books and records in accordance with generally accepted accounting practices and established financial policy. No undisclosed or unrecorded fund or asset shall be established for any purpose. No payment shall be approved or made with the intention or understanding that any part of such payment is to be used for a purpose other than that disclosed in the documents supporting the payment. No withdrawal will be made from any disbursement account then only by authorized personnel.



## **Corporate Opportunities**

Employees are prohibited from (a) taking for themselves personally opportunities that are discovered through the use of Company property, information or position; (b) using Company property, information, or position for personal gain; and (c) competing with the Company. Employees owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

## **Antitrust Laws**

The Company is committed to fostering free market competition and preserving the free enterprise system. Employees must never discuss or engage in price fixing or bid rigging, allocation of markets, geographically or by customers, or in the fixing of production or quotas for production. Employees must also never exchange information with competitors regarding prices, market share, cost data or any other data the exchange of which would be considered in violation of anti-trust laws. Any employee with a question as to compliance with the antitrust laws should contact the General Counsel's office.

## **Political Contributions and Payments**

Employees may not use Company funds or assets for contributions of any kind, to any political party or committee in the United States or to any candidate for, or holder of, any office of any national, state or local government in the United States except in cases where such use of Company funds or assets with respect to certain non-federal political matters is clearly permitted by all applicable laws. The company recognizes the need for, and therefore encourages, its employees to contribute their personal funds and their personal time to support candidates and causes or candidates and causes of their choice.

Under no circumstances, however, should an employee either directly or indirectly, be subject to pressure by the Company or any employee to support, by way of individual political contributions or political endeavors, any particular political cause or candidate. Good judgement should be exercised to ensure that personal involvement in political activities does not impair an individual's work effort or adversely affect the Company's standing or image in the community.

## **Compliance**

Every employee of Sinclair must be familiar with their obligations under this Code and conduct themselves accordingly. No employee should ever act otherwise. Failure by an employee to do so may result in appropriate disciplinary action up to and including termination. Every employee will affirm their agreement to adhere to this Code by signing the attached Compliance Certificate and returning a copy to their Human Resources Department.

## **Reporting Violations**

Employees are expected to report promptly to management any perceived violations of law or this Code so that the Company can take appropriate corrective action including, if required, notification of the violation of law to the appropriate governmental authorities. Normally, an employee should discuss such matters with the employee's immediate supervisor. Each supervisor is expected to be available to subordinates for that purpose. If an employee is dissatisfied following review with the employee's immediate supervisor, that employee is encouraged to request further reviews, in the presence of the supervisor or otherwise. Reviews should continue to the level of management appropriate to resolve the issue. Depending on the subject matter of the question, concern, or suggestion, each employee has access to alternative channels of communication within the Company including, the General Counsel, any Vice President or the President. Any employee who, in good faith, reports what he or she believes to be a violation of law or of this Code will not be subject to any disciplinary action or other form of retaliation as a result of making such report. Any supervisor or manager who retaliates against an employee who makes such a report will be subject to appropriate discipline, up to and including termination.



# ***Compliance Certificate***

I have read and understand the Code of Business Conduct and Ethics (the "Code") of Sinclair Casper Refining Company (the "Company"). I will adhere in all respects to the ethical standards described in the Code. I further confirm my understanding that any violation of the Code will subject me to appropriate disciplinary action, up to and including termination.

Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

Please return this signed Compliance Certificate to your Human Resources Department within 7 days of your receipt of this Code.



## ***Computer Acceptable Use Policy***

### **Overview**

Computer systems, network access and email are integral parts of everyday business at Sinclair Services Company (hereinafter Sinclair). It is important that all employees- computer users and non-computer users- have a clear understanding of what is necessary to protect the integrity and availability of these systems. The following acceptable practices of Sinclair's computer systems will help insure the network services and information are kept secure and available for use.

### **Use of the Internet and Network Resources**

Internet connection and services are provided for employees and persons legitimately affiliated with the company for the efficient exchange of information and the completion of assigned responsibilities consistent with company purposes. Electronic communication channels developed and supported by Sinclair must be used in accordance with these terms and conditions set forth by the company and agreed to in writing.

The use of the Internet and other network resources by any employee or other person authorized by Sinclair must be consistent with this use policy and existing security policies. Sinclair computer users are required to:

- Respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained;
- Protect data from unauthorized use or disclosure as required by state and federal laws and other Sinclair policies;
- Respect the integrity of computing systems; for example, users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system;
- Limit personal use of the Internet facilities and equipment to that which is appropriate and incidental to the employee's official assignments and job responsibilities;
- Emails must not be stored on personal devices or personally managed storage solutions. Company files/documents are not allowed on personal devices or personally managed storage solutions without the express written permission of the Vice-President of IT.
- Safeguard their accounts and passwords. Individual user accounts and passwords are assigned to single users and are not to be shared with any other person. Users are expected to report any observations of attempted security violations.

It is not acceptable to use company network resources for:

- Activities unrelated to Sinclair's business purpose, official assignments and/or job responsibilities;
- Any illegal purpose, including transmitting threatening, obscene, or harassing materials or correspondence;
- Unauthorized distribution of Sinclair data and information;
- Interfering with or disrupting network users, services, or equipment;





- Private purposes such as marketing or business transactions;
- Solicitation of any kind including profit and nonprofit;
- Representing personal opinions as those of Sinclair;
- Uploading or downloading pornographic or obscene materials, images, or software; Sinclair reserves the right to log network use and monitor file server space utilization by users and assumes no responsibility or liability for files deleted due to violation of file server space allotments. Sinclair reserves the right to remove a user account from the network.

## **Use of E-Mail**

Pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510 et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving PRIVATE or CONFIDENTIAL electronic communications. System administrators and others have access to all e-mail and user access requests, and will monitor messages as necessary to insure efficient performance and appropriate use. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

Sinclair's e-mail system is part of the business equipment and technology owned by the company and should only be used for business purposes. Data and information sent using the email system should only be sent to authorize sources. All of the guidelines developed for the use of the Internet apply to the use of e-mail.

No e-mail messages should be created or sent that may constitute intimidating, hostile, or offensive material on the basis of gender, race, color, religion, national origin, or disability. The company's policy against sexual or other harassment applies fully to the e-mail system, and violation of that policy is grounds for discipline up to and including termination of employment.

Any employee who becomes aware of misuse of the e-mail system should promptly notify their supervisor, the IT department, or the Human Resources department.

## **Use of Computer Software**

It is the policy of Sinclair to respect all computer software copyrights and to adhere to the terms of all software licenses to which Sinclair is a party. Users may not duplicate any licensed software or related documentation for use either on company premises or elsewhere unless Sinclair is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or Sinclair to both civil and criminal penalties under the United States Copyright Act (17 U.S.C. 101 et seq.). Users may not give software to any third party including clients, contractors, customers, or others. Users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

### **Users may not:**

- Download, install, or use any software product in violation of its copyright or license;
- Link to executable program files on another user's computer or on any network server without authorization from the IT department;
- Use any computer or network server to distribute copyrighted material;
- Copy an audio CD or music tracks in any file format and/or make it available for others to download on any computer or network server;
- Copy or play game software in any file format and/or make it available for others to download on any computer or network server.



## **Purchasing Computer Software**

Software products may not be purchased, installed and used on company-owned computers without specific written approval from the IT department. Refinery Managers are responsible for approving the necessary programs at company refineries. To purchase software, users must obtain the written approval of their supervisor or area manager and then follow the same company procedures for the acquisition of other company assets. Once approved, software products will be purchased by the IT department.

Software may not be purchased through user's personal or corporate credit cards, petty cash, or travel, entertainment, or other expense-related budgets. Software acquisition is restricted to ensure that the company has a complete record of all software that has been purchased for company computers and can register, support, upgrade, and correctly administer applicable licenses.

## **Registration of Software**

Software will be delivered to the IT department after purchase to complete registration and inventory requirements. Software must be registered in the name of SINCLAIR and job title or department in which it will be used. Due to personnel turnover, software will not be registered in the name of the individual user.

## **Installation of Software**

After registration, the software will be installed by the IT department. Manuals, tutorials, and other user materials will be provided to the user if available. Once installed on the hard drive, the original diskettes or CDROM will be kept in a safe storage area maintained by the IT department.

Sinclair's computers are company-owned assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on company machines. Users are not permitted to bring software from home and load it onto company computers. Company-owned software cannot be taken home and loaded on a user's home computer if it also resides on a company computer. The company will purchase a separate package and record it as a company-owned asset if a user is required by his/her supervisor to use software at home.

## **Shareware and Freeware**

It is the policy of Sinclair to pay shareware authors the fee they specify for use of their products. Registration of shareware products will be handled the same way as commercial software products. Freeware software may not be installed on any company-owned computer without specific written approval from the IT department. This is to ensure compatibility and interoperability with standard company-owned software.

## **Audits**

The IT department will conduct periodic audits of all Sinclair's computer equipment, including desktops and portables, to ensure that the company is in compliance with all software licenses and to verify each user's compliance with this policy. The full cooperation of all users is required during audits.

## **Penalties and Disciplinary Action**

This policy is intended to be illustrative of the range of acceptable and unacceptable uses of computer systems and is not necessarily exhaustive.

Sinclair will review violations of this policy on a case-by-case basis. Violations may result in disciplinary action as appropriate.

If you have any additional questions about the above policy, please direct them to your immediate supervisor, the IT department, or the Human Resources department.



## ***Social Media Policy***

Social media can be a fun and rewarding way for an employee to share life and opinions with family, friends, and co-workers. However, use of social media also presents certain risks and carries with it responsibilities. To assist in making responsible decisions about use of social media, the company has established these guidelines for the appropriate use of social media.

### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the internet, including to one's own or someone else's web blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication.

The same principles and guidelines found in the company's policies apply to an employee's activities online.

1. Ultimately an employee is solely responsible for what he/she posts online.
2. Before creating online content, consider some of the risks and rewards that are involved.
3. Keep in mind that an employee's conduct can adversely affect his/her job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the companies or our legitimate business interests and may result in disciplinary action up to and including termination.

### **Know and follow the rules**

Carefully read these guidelines, and the Employee Handbook, to ensure that your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject an employee to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow associates, customers, members, suppliers, or people who work in behalf of the company. Also, keep in mind that as an employee you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet.

Nevertheless, if an employee decides to post complaints or criticism, avoid using statements, photographs, videos or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates, or suppliers, or that might constitute harassment or bullying.

Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, sexual orientation, gender identity, or any other status protected by law or company policy.

### **Be honest and accurate**

An employee should make sure that he/she is always honest and accurate when posting information or news, and if he/she makes a mistake to correct it quickly. Also, be open about any previous posts he/she knows to be false about the company, fellow associates, customers, suppliers, and people working on behalf of the company or our competitors.

### **Post only appropriate and respectful content**

Maintain the confidentiality of the company's copyright and intellectual property, trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, 'know-how' and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Do not create a link from a blog, website or other social



networking site to the company's website without identifying yourself as an employee of the company.

An employee should only express his/her personal opinions. An employee should never represent himself/herself as a spokesperson for the company. The employee should be clear and open about the fact that he/she is an employee and make it clear that his/her views do not represent those of the company, fellow associates, members, customers, suppliers, or people working on behalf of the company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Sinclair Oil Corporation."

### **Using Social Media at Work**

Do not use social media while on work time or on equipment provided by the company, unless it is as authorized by your Vice President. Do not use the company's email address to register on networks or blogs.

### **Retaliation is prohibited**

The company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Concerted activity**

Nothing contained herein is intended to prohibit an employee from engaging in lawful concerted activity relating to terms and conditions of employment.



## ***Family Leave/Medical Leave Policy***

### **Who is Eligible?**

Any employee who has been employed by Sinclair Casper Refining Company/Sinclair Services Company (hereinafter referred to as "Sinclair") at least 12 months and has worked at least 1,250 hours during the 12 months preceding the commencement of a leave of absence is eligible for family or medical leave of absence. There may be other eligibility requirements, depending on an employee's individual situation.

### **What is Family Leave/Medical Leave?**

Federal law provides that eligible employees may take up to 12 weeks (or 26 weeks in compliance with the Support for Injured Servicemembers Act 2007) of unpaid leave for the following reasons:

- The employee is unable to perform the functions of his/her job due to a serious health condition;
- The employee's attendance is required at the birth of his/her child;
- The employee desires to care for his/her newborn child, if within twelve months after the birth of the child;
- The employee desires to care for his/her child who has been placed with them for adoption or foster care, if within 12 months after date of placement;
- The employee is needed to care for his/her spouse, child (less than 18 years or disabled) or parent who has a serious health condition.
- The employee is needed to address any qualifying exigency arising out of the fact that his/her spouse, child or parent is on active duty (or notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- The employee is needed to care for his/her spouse, child, parent or next of kin who is recovering from a serious illness or injury sustained in the line of duty while on active military duty (maximum entitlement is 26 weeks)

Specific requirements must be met to qualify for each type of leave and the Sinclair Services Company Human Resources Department ("S.S.C. Human Resources") can explain them in more detail.

### **How is Family Leave/Medical Leave requested?**

An employee requesting leave should complete an "Application for Family Leave/Medical Leave" form and provide appropriate documentation, as requested, to establish the reasons for the leave. The Application must be submitted to the employee's immediate supervisor, who will forward it to S.S.C. Human Resources. All Family Leaves/Medical Leaves must be approved by S.S.C. Human Resources.

If the need for leave is foreseeable, the employee must request the leave at least 30 days in advance. If such 30-day advance notice is not possible, the leave must be requested as soon as possible, on the same day as the employee learns of the need for leave (or the next business day if the need arises after business hours). If the leave is foreseeable and based on a planned medical situation, the employee must make a reasonable effort to schedule the leave so as not to disrupt unduly company operations. Failure to request the leave adequately in advance may result in delay or denial of leave.

### **What documents are needed to support FMLA leave?**

Certification of Serious Health Condition of employee, spouse, child or parent of the employee

If a leave request is based on an employee's own or a family member's serious health condition, it must be



supported with medical information on a form provided by Sinclair which states the date the condition commenced, the likely duration of the condition, and the appropriate medical facts relating to the condition.

Where an employee's own health condition is involved, a health care provider must also certify that the employee is unable to perform the functions of his or her position, including the duration of such a work restriction. Where a family member's health condition is concerned, a health care provider must certify that the employee is needed to care for the family member.

Sinclair may request recertification of medical conditions at reasonable intervals, and will require an employee to report periodically on his/her status and intention to return to work.

Sinclair has a Certification of Physician or Practitioner form for your health care provider to complete and it should be attached to your Application for Leave. In all cases of leave for a serious health condition, Sinclair reserves the right to request a second medical opinion at company expense, from a health care provider selected by Sinclair. Failure to provide requested medical information may result in delayed approval or denial of leave.

Documentation of Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

Documentation of the Need for Servicemembers FMLA leave to care for an injured or ill Servicemembers

Employees requesting this type of FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's illness or injury incurred on active military duty that renders the member medically unfit to perform his or her military duties.

### **What is the period of leave?**

Eligible employees may be granted unpaid leave of up to 12 weeks (26 weeks if caring for an injured or ill military Servicemembers) in any 12-month period, as defined by Sinclair. The company has adopted a definition as follows:

"A rolling 12-month period measured backward from the date an employee uses any FMLA leave."

In the case where both spouses work for the company, they are limited to a total of 12 weeks (26 weeks if caring for an injured or ill military Servicemembers) between them in any 12 month period, unless the leave is necessitated by the employee's serious health condition or that of the employee's spouse or child.

In certain circumstances, the leave may be taken on an intermittent or reduced schedule basis. Such arrangements must be approved in advance by the employee's supervisor and S.S.C. Human Resources. If the leave is for the employee's own serious health condition or that of a sick family member, the need for intermittent leave must be medically certified. In other cases, intermittent leave schedules are subject to S.S.C. Human Resources approval. Where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatment of the employee or family member, the company reserves the right to temporarily transfer the employee to a comparable position that better accommodates the employee's recurrent periods of leave.

### **How does Family Leave/Medical Leave interact with paid leaves to which the employee may be entitled?**

It is Sinclair's policy that employees use all paid leave to which they are entitled during the period they are on family or medical leave. Employees taking leave for reasons other than their own serious health condition must use any earned vacation at the beginning of the family leave period. Employees taking leave for their own serious



health condition must use sick leave, vacation or a combination of the two. The use of these paid leave entitlements will be counted against the total 12-week FMLA leave entitlement. Please note that vacation, holidays and sick leave and other benefits do not accrue during the period of unpaid leave.

What employee benefits continue while on Family Leave/Medical Leave? Employees on leave under this policy will continue on the Sinclair medical benefits plan on the same terms as active employees, except that the employee must make arrangements with the S.S.C. Benefits Department to pay the employee's portion of the coverage premium. If the employee is on paid leave, the Deductions will continue from an employee's paycheck.

If an employee desires to continue life insurance, disability insurance or other types of benefits paid through salary deduction, the employee must make arrangements with the S.S.C. Benefits Department to pay these directly during the period of unpaid leave. For purposes of pension/retirement plans, any period of FMLA unpaid leave will be treated as continued service and will not constitute a "break in service."

If an employee fails to return to his/her job after a Family Leave/Medical Leave, the employee will be liable for the premiums paid by Sinclair to maintain insurance coverage during unpaid leave unless (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or family member under FMLA; or (2) the failure to return stems from circumstances beyond the control of the employee, as defined by the FMLA.

What happens when an employee returns from Family Leave/Medical Leave? Generally, an employee will be reinstated to the same or an equivalent position upon the employee's return to work, unless the employee was hired for a specific job period which has expired. Certain highly compensated employees ("key employees") as defined by the company, may not be entitled to reinstatement

Employees on leave due to their own serious health condition will be required to provide medical certification verifying their ability to return to work ("fitness for duty"). Failure to return to work on the day after the expiration of leave may result in disciplinary action, up to and including termination of employment.

Any questions concerning this Policy and its interpretation shall be directed to S.S.C. Human Resources.  
June 1, 2016



# ***Employee Handbook Acknowledgment***

I have read and understand the contents of the Sinclair Services Company/Sinclair Casper Refining Company (hereinafter "Sinclair") Employee Handbook, including the Equal Employment Opportunity Policy, the Policy Against Sexual Harassment, the Personal Relationship and Nepotism Policy, the Code of Business Conduct and Ethics Policy, the Social Media Policy, the Acceptable Use and Information Security Policies overview, the Drug/Alcohol Testing Policy, and the Family Leave/Medical Leave Policy.

I understand I am an employee of both Sinclair Casper Refining Company and Sinclair Services Company.

I agree to abide by all of the above, and any other policies, rules or guidelines adopted by Sinclair from time to time at Sinclair's discretion. I understand these policies, rules or guidelines are subject to change without notice, and that this is not an all-inclusive list.

I also acknowledge that Sinclair is an at-will employer, and I am an employee at-will. Sinclair's use of this Employee Handbook or use of discipline in general, is not intended to restrict the right of management to terminate employment at any time or for any reason. Nothing herein shall modify employment at-will or constitute an employment contract.

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Employee Name (Please Print)

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Date:

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Employee Signature









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