VIA EMAIL DELIVERY:

November 16, 2026

Eric Schultz
President
USW Local 7-1
2045 Schrage Ave.
Whiting, IN 46394
President@usw7-1.com

Robert E. Lofton
USW District 7. Sub-District 5 Director
1301 Texas St. 2nd Floor Rm. 205
Gary, IN 46402
rlofton@usw.org

Re: Response to Union's emails of November 11 and 13, 2026 - copies enclosed

Dear Messrs. Schultz and Lofton,

The Company is in receipt of your emails dated November 11 and November 13, 2026, regarding the Union's inability to perform a review and produce information it committed to providing in follow-up to the party's last negotiating session of October 26, 2026.

First, the Company disagrees with the Union's characterization that its ongoing review is being conducted at the Company's request. At our October 26th bargaining session, the Company presented modified language addressing a recurring Union concern. The Union then indicated its intent to further review the Company's current comprehensive settlement offer of May 22, 2026, to identify similar provisions where modifications might be warranted, if any, as well as identify certain proposals where the Union believed the Parties may be close to tentative agreement. To be clear, the review of this information was volunteered by the Union and not requested by the Company. Furthermore, the Union did not raise any concerns about its ability to perform its review during the meeting of October 26th. To now raise these allegations more than two weeks after the parties last met calls into question whether the Union is bargaining in good faith or simply continuing to delay and frustrate the process.

The Union has had the content of the Company's comprehensive settlement offer of May 22, 2026, since that date. To now, feign—nearly six months after that offer was made—that the Union does not possess the content of that settlement offer, is simply bad faith bargaining and an overt effort to frustrate negotiations. This comprehensive settlement offer was developed and refined through an iterative bargaining process with the Union, with modifications clearly communicated to the Union as negotiations have progressed. This settlement offer is comprised of four (4) discreet modifications to the Company's last best and final offer of March 2, 2026, as follows:

- Company Proposal #10 version E dated 3/13/26
- Company Proposal #6C Scheduling Tools and Time Clocks version A dated 3/17/26
- Company Counterproposal #6J Artificial Intelligence (AI) version B dated 3/17/26

- Company Proposal #2 Maintenance and Environmental Staffing Adjustments version E dated 5/22/26

The four aforementioned modifications were provided in writing and explained in detail at the bargaining table, and the Union stated it fully understood these modifications. It should also be noted that the two modifications made on March 17, 2026, were made by the Company at the suggestion of the Union.

Nevertheless, in an effort to accommodate the Union's request and facilitate continued discussions, the Company recently assembled another set of those documents, which were shared again on November 10, 2026, and reflect the Company's settlement offer of May 22, 2026. Those are the same materials provided to you throughout bargaining.

To summarize: 1) the Union took the Company's March 2, 2026, offer to a ratification vote; 2) the Company subsequently provided in writing and explained in detail each of its four modifications to the March 2, 2026, offer at the bargaining table; 3) the Union asserted it had no questions regarding these modifications; and 4) on June 10th, the Union rejected the Company's settlement offer of May 22, 2026. Given these facts, the Union's varying claims regarding its possession of these materials are difficult to reconcile. It cannot now credibly claim that it did not have or understand the very offers upon which it acted in June. This newly asserted uncertainty is both disingenuous and raises serious concerns regarding the Union's good-faith bargaining position. Regarding the scope/content of the Company's May 22, 2026, settlement offer, those documents speak for themselves.

The Company has and remains willing to continue bargaining in good faith toward reaching a successor collective bargaining agreement, but its ability to effectively do so has been significantly undermined by the Union's bad faith actions. Our employees and your members expect and deserve the Parties to bargain in good faith, and we respectfully request the Union to do so, commit to an ongoing series of negotiating sessions, and come prepared to engage in meaningful bargaining directed toward reaching an agreement. The Company is available to meet tomorrow, Tuesday, November 17, 2026, and daily through the balance of the week. Please reach out to Alissa Smundin to confirm the Union's availability.

Respectfully,

T.R. Hanson
bp Whiting
Manager – Labor & Employee Relations

cc: Chris Della Franco, VP Refining - Whiting
Michael Stender, VP of People Relations - Americas