

AGREEMENT
BETWEEN
MAGELLAN MIDSTREAM HOLDINGS GP,
LLC
and
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(USW) AND LOCAL UNION NO. 348

Effective February 1, 2022



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**AGREEMENT BETWEEN
MAGELLAN MIDSTREAM HOLDINGS GP, LLC
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (USW)
AND LOCAL UNION NO. 348**

THIS AGREEMENT is made and entered into April 14, 2022, between Magellan Midstream Holdings, GP, LLC, a limited liability company, hereinafter called the Company, and United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union (USW) and Local Union No. 348, hereinafter called the Union, certified by the National Labor Relations Board as the exclusive representative for the purposes of collective bargaining for the classes of employees specified in Article I.

**ARTICLE I
OPERATIONS COVERED**

This Agreement shall include all operating and maintenance employees of the Company on the system of the Company, including all pipelines, stations, and terminals and including all Mainline Controllers at the Company's general office, but excluding all other employees at the Company's general office and Region offices and all other supervisory employees. It is expressly understood in connection with this stated coverage that should any difference of opinion or dispute develop with reference thereto, the difference of opinion or dispute shall be determined solely from the language of the National Labor Relations Board orders in the following numbered cases: 17-R-1211, 17-R-850, 17-R-1161, 17-RC-226, 18-R-1713, 18-RC-78, 17-RC-216, 17-RC-227, 17-RC-397, 17-RC-542, 17-RC-590, 17-RC-591, 17-RC-795, 17-RC-1422, 17-RC-1910, 17-RC-3330, 17-RC-8154, 18-RC-14006, 18-RC-14957, 17-RC-12163, 17-RC-12184, and 17-RC-069559, and shall not be determined in any manner by reference to the coverage stated above.

Other Coverage: If the Union is designated by the National Labor Relations Board as the exclusive representative for the purpose of collective bargaining for other operating units of the Company, this Agreement shall be extended to include such units for the classes of employees therein covered.

ARTICLE II

TERM OF AGREEMENT

This agreement shall become effective as of February 1, 2022, except as otherwise expressly provided, and shall remain in effect through January 31, 2026, and thereafter unless terminated by either party on sixty (60) days' written notice by the party electing to terminate. If such notice of termination is given, the parties thereto within said period of sixty (60) days shall confer for the purpose of mutually considering on what terms and conditions this Agreement may be amended instead of terminated. This Agreement is also subject to termination as provided in Article XXIII.

ARTICLE III

WORKERS' COMMITTEES

1. Local Stewards will be selected by the Union, one (1) for each work unit, such as a mainline pumping station or maintenance crew. It is agreed to the extent that there are members in a unit having one (1) or more years of service with the Company that no employee with less than one (1) year of service shall be permitted to serve as a Location Steward, unless mutually agreed upon between the Union and the Company. A list of Location Stewards shall be provided to the Human Resources Business Partner and updated as needed.
2. There shall be a General Workers' Committee composed of one (1) member from each Operating Area under the coverage of this Agreement. No more than one (1) member of the Committee shall be employed in the same Operating Area. Two (2) members of such Committee shall constitute a quorum. For purposes of this Article III, the "Operating Areas" are defined as follows:

Southern Area: All lines, terminals and stations lying south of the southern borders of Iowa and Nebraska, including the Mainline Controllers in Tulsa, Oklahoma.

Northwestern Area: Beginning at the Nebraska and Kansas state lines, north to and including Grand Forks, North Dakota, and all intermediate lines, terminals and stations including Omaha and Doniphan, Nebraska.

Northern Area: Beginning at the Iowa and Missouri state lines, north to and including the Minneapolis terminal, the original Chicago line, and including all intermediate lines, terminals and stations.

3. In the event of the absence of a member of the General Workers' Committee (GWC), the alternate shall take the member's place. The President of the GWC shall designate an alternate if neither of the two elected representatives is available. Such alternate shall be employed in the same Operating Area as the absent member(s).

4. The Company's Director, Human Resources, hereinafter referred to as Director, or a person selected by him/her, and the General Workers' Committee (GWC) shall meet tri-annually, at such time and place as may be mutually agreed upon. Meeting dates for the following year shall be established at the last meeting of the year. Three (3) members of the GWC, one (1) from each operating area, shall be scheduled on the Monday through Friday day shift on the weeks the tri-annual meetings are held. The Company shall pay for the time spent by these three (3) members of the General Workers' Committee in attending the tri-annual Labor Relations Committee (LRC) meetings. The Company agrees to pay for the travel time to the host city, the time to meet with the Company, and the time for the GWC member to return to his/her work location. In the event a GWC member participates by conference call and is not otherwise scheduled to work, the Company agrees to pay a call-out for the duration of the LRC meeting. The Company shall pay the cost of meeting room expenses for the quarterly meetings. A fourth meeting may be scheduled at the request of either party.
5. Employees, other than those mentioned in paragraph 4 of this article, when mutually agreed by the Company and GWC to attend a labor relations committee (LRC) meeting called by the Company, shall be paid for the time spent plus reasonable and necessary expenses incurred as a result of attending the meeting.
6. Members of the General Workers' Committee shall be compensated for time lost to attend negotiation sessions with the Company for subsequent contracts. This applies only to three members of the GWC and only when meeting directly with Company management, including travel to/from such meetings.
7. The Company is not obligated to compensate for any other lost time or expenses incurred by covered employees acting on behalf of the Union, unless otherwise provided for by the Agreement.
8. GWC approval for bargaining unit employee committee participation is required when the committee's objective and/or purpose directly affects the bargaining unit. Safety committees are an example where GWC approval is required. GWC approval is not required for committees when the objective and/or purpose is "brainstorming", research and development, etc. Further, GWC approval is not required for bargaining unit employees to participate in training.

ARTICLE IV SERVICE IN THE ARMED FORCES

This Agreement is subject to all the rights granted to employees and former employees serving with the Armed Forces, under the Acts of Congress known as the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Soldiers' and Sailors' Relief Act, the Selective Service Act, and such other rights as may be granted to such employees by any other present or future Act of Congress. If Company policy provides a greater benefit than required by law, the employee will receive the benefit of the then current policy.

An employee who re-enters the employment of the Company after discharge from the Armed Forces, within the time and under the circumstances provided by law, shall take the same seniority to which he/she would have been entitled had he/she not been on military leave.

ARTICLE V SENIORITY

1. Seniority shall not become effective until after an employee has been on the payroll and determined to be qualified without a termination and subsequent re-employment. During this period, he/she will be considered a probationary employee. The new employee will have a one hundred eighty (180) day qualification period which begins with the first day of employment. If the employee is deemed qualified by the Company prior to the end of such one hundred eighty (180) day period, the employee will be moved up to "Qualified I" at that time. The Company may provide the employee with additional qualification time of thirty (30) days beyond one hundred eighty (180) days to qualify, but may exercise this right in its sole discretion. Additional time beyond a thirty (30) day extension may be provided to the employee through mutual agreement between the Union and the Company. The Company may disqualify and/or terminate such employee at any time during the one hundred eighty (180) day or any such additional probationary period, and such employee shall not have any recourse to the grievance and arbitration process under Articles IX and X. Upon successful completion of his/her probationary employment, his/her seniority will be computed from the date he/she was employed as a probationary employee.
2. a. The seniority of all employees now covered or hereafter coming under the coverage of this Agreement shall be computed in accordance with Paragraph 1 of this Article.

- b. Employees entering the bargaining unit through an NLRB election shall be placed in the order of Company seniority. No employee shall have a seniority date less than the entry date into the bargaining unit; except as provided in Paragraphs 2 (a), 2 (c), and 5 of this Article.
 - c. Employees re-entering the bargaining unit shall be placed in the order of seniority as when they left the unit, less one (1) year of seniority for every year out of the bargaining unit. No employee shall have a seniority date less than the entry date into the bargaining unit.
 - d. If an employee terminates employment with the Company and subsequently is rehired by the Company within one (1) year of his/her termination date, such employee's seniority date shall not be affected.
 - e. Employees who have not previously attained seniority and transition from summer employment directly to a temporary position will not be eligible to accrue seniority for their period of summer employment. In the event such employee transitions from summer employment or temporary status to regular full-time status, seniority will revert to most recent hire date without a break in service.
3. An employee shall not be permitted to bid for a job except for one created, or for a vacancy arising as outlined in Article VI.
4. a. If an employee on Short Term Disability or Long Term Disability receives medical clearance and returns to work as soon as he/she is able, and in no event later than six (6) months from the initial date of disability, he/she shall be returned to his/her former job with accumulated seniority, provided his/her former job has not been discontinued or he/she has not been displaced by whatever means allowed under this Contract. If his/her former job has been discontinued, or he/she has been displaced, at the time he/she becomes able to return, he/she may (i) fill an existing vacancy, or (ii) elect layoff status for up to twelve (12) months. It shall be the responsibility of such employee to comply with all information requests and reporting requirements of the Company's disability insurance administrator, and also to be examined from time to time by a physician selected by the Company upon request of the Company. If such an employee refuses or neglects to comply with any information requests or reporting requirements, fails to return to work as soon as he/she is able or, in any event, refuses or neglects to be examined by Company physicians from time to time when requested by the Company, he/she shall be terminated and have no further rights under this Agreement.

- b. If the disability extends beyond six (6) months and the employee remains on Long-Term Disability under the Company's Long Term Disability plan for the duration of his/her absence from work, he/she may, if qualified, fill an existing vacancy, or be placed on layoff status at the time such employee is able to return to work. If such employee returns to work within twelve (12) months from the initial date of disability, his/her seniority shall be unaffected. If such employee is on Long Term Disability for more than six (6) months, then upon return to work, such employee's seniority shall be calculated as set forth in paragraph 2(c) above.
 - c. Jobs posted for vacancies created by seriously disabled employees shall be posted once for each occurrence and shall indicate the specifics of the situation, subject to applicable laws regarding privacy of employee medical information. Any employee filling such a vacancy has the following options if the disabled employee returns to work within six (6) months: (i) if a new hire filled such vacancy, he/she may be appointed to a vacated position or be terminated without layoff rights; (ii) if an existing employee filled such vacancy, he/she may elect to bid an open position, be appointed to a vacant position, return to his/her former position, or elect layoff status for up to twelve (12) months.
- 5. If an employee elects layoff as provided in Article VII and Article XXIII and is re-employed in a regular, full-time position and is qualified or qualifying within one (1) year, his/her seniority shall not be affected.
 - 6. It is agreed that the senior employee on layoff in an area who has on file the proper notice in that area, shall be the first offered re-employment in that area as provided in Article VIII, Paragraph 2 (c), provided he/she has the fitness and ability to perform the duties of the job. Failure to report for work within four (4) days of the receipt of the offer shall constitute rejection of the offer.
 - 7. It will be the responsibility of each employee who elects layoff to notify the Director (or designee) of any change in mailing address (which may be an email address) and, at least once each ninety (90) days after commencing layoff, of his/her availability for work and furnish the Director (or designee) an address to which a reply can be directed. Failure to comply with this paragraph shall relieve the Company of the responsibility of notifying the employee of offers of re-employment or bulletins of vacancies.
 - 8. A revised seniority list will be furnished and posted every six (6) months during the term of this Agreement. An employee who takes exception to the list or any supplement thereto is privileged to file a written complaint with the Company

within thirty (30) days after posting and the exception will be jointly investigated by the Company and the General Workers' Committee. If an error is found it shall be corrected. When an employees' seniority date is first posted and no exception is taken within thirty (30) days, such date shall be final for all purposes.

9. If two (2) or more employees have the same seniority date, seniority shall be determined by alphabetical order beginning with last name, then first name, then middle name.

ARTICLE VI

PROMOTIONS, BIDS, AND APPOINTMENTS

1. In filling vacancies for which bids are posted, the Company will be guided by the principle of seniority, taking into account ability and fitness (fitness is defined as active employment status, and having all physical qualities to perform essential job functions including respirator certification when required), that the individual is actively at work, as well as in good standing (good standing is defined as having received no level II Written or higher discipline in the previous eighteen (18) months). Promotions shall be confined to the coverage of this Agreement. When a vacancy, other than a temporary vacancy, occurs in any regular, full-time job held by an operating or maintenance employee, a bulletin shall be emailed to all employees and posted for a period of fourteen (14) calendar days, during which time the eligible employees will have an opportunity to submit written bids for the vacancy. Such bulletin shall designate the name of the classification, location and rate of pay and reason for such vacancy. Employees will submit union bids to Human Resources according to the union bid slip and notify his/her current supervisor of any bids and/or retractions.
2. These bulletins will be confined to the coverage of this Agreement and the filling of the vacancy will be made from employees covered by this Agreement. The Company has the ability to seek external candidates for consideration of union represented positions during the same period of time as the union bid process. In the event a union represented employee exercises his/her right to bid, and accepts being awarded the union posted position during the formal union bid process, the represented employee will be awarded the position. If no employee under the coverage of this Agreement is found competent to fill the job, the Company may fill the vacancy in any manner it may choose. If the Company has been unable to fill the vacancy within one hundred eighty (180) days from the date it was posted, it shall be re-posted.

3. When an employee has been designated to fill a vacancy for which he/she has bid, he/she shall, within one (1) hour, accept or reject the job after he/she has been notified by the Company. If he/she accepts the job, the Company shall place him/her in the job within sixty (60) days, unless a different timeframe is mutually agreeable between the Union and Company. If he/she rejects the job, it shall be awarded to the employee with the next highest seniority who has bid the job and is qualified. If, in the opinion of the Company, it is deemed necessary to deviate from the foregoing, the proposed deviation shall be discussed with the General Workers' Committee (GWC) and if an agreement is not reached, a deviation made by the Company may be made a subject of complaint and disposed of as outlined in Articles IX and X.
4. A qualified employee who bids or is appointed to a position that does not represent a promotion shall be paid a rate equal to eighty-five (85) percent of the appropriate qualified rate for the progression level of the individual, but no less than the new hire rate of the job classification of the bid or appointed job. This is also applicable when an employee in the same classification transfers from one location to another. Upon qualifying, the employee shall move to the appropriate qualified rate, effective at the beginning of the pay period following qualification. A qualified employee who bids or is appointed to a position that represents a promotion shall retain the qualified rate of the previous position held. Qualified mainline controllers who transfer from one console grouping to another will retain the qualified rate of a mainline controller while qualifying on the first, and subsequent, consoles in the new console grouping. After qualifying in the new position (or in the case of a lead controller, qualifying on all consoles in an operations control group), the employee shall be paid the appropriate qualified rate. (See Exhibit B)
5. The employee receiving the assignment shall have no more than one hundred eighty (180) days to prove his/her fitness and ability. Candidates with relevant industrial experience may be hired at one of the qualified rates higher than the new hire rate with Director level approval. There may be times when management may request to extend qualifying time (and qualifying pay) beyond one hundred eighty (180) days, through mutual agreement with the GWC. If, in the opinion of the Company, he/she has failed to qualify, he/she shall return to his/her former position and the action of the Company may be made the subject of complaint and disposed of as outlined in Articles IX and X. In the event an employee fails to qualify, the vacancy will be filled by the next senior eligible bidder on the original posting. An employee who has failed to qualify will not be eligible to bid on other positions of the same classification at the location where the employee failed to qualify, or at other positions of the same classification at locations of similar or greater complexity for a period of one (1) year from the

date of disqualification, and after that year the employee must provide documentation to reflect a skill level change (i.e., training, coursework, etc). Location complexity will be determined by the Labor Relations Committee (LRC).

6. An employee who has been awarded and has accepted a job through the regular bidding channels or by appointment shall not be entitled to bid another job in the same classification until after the expiration of fourteen (14) months from date of award, unless such job is discontinued or he/she is displaced from it by an employee under the demotional procedure. Exceptions to this timeframe may be submitted to the Labor Relations Committee (LRC) for consideration. Employees first entering a bargaining unit position will not be eligible to bid for a period of one (1) year. Such employees may request of the Director, Operations to be appointed to a vacant position left unfilled after the bidding process has been exercised. Appointment is at the discretion of the Director, Operations.
7. If, in the opinion of the Company, it is deemed necessary to deviate from seniority in making an award, the proposed deviation shall be discussed with the General Workers' Committee and, if an agreement is not reached, a deviation from seniority by the Company may be made the subject of complaint and disposed of as outlined in Articles IX and X.
8. Regular, full-time employees covered by this Agreement shall be eligible to bid all vacancies posted, (provided he/she has sufficient fitness and ability), subject to qualifications specified in Exhibit A.
9. The Company neither discriminates against nor gives preferential treatment to employees because of marital or family relationships. However, there are circumstances that may arise where the employment of a relative may compromise either the Company or its employees when the Company employs two or more members of an immediate family.

The Company will not hire, transfer, or promote relatives of employees into situations where the possibility of favoritism or conflicts of interest might exist. Therefore, relatives will not be hired or employees promoted or transferred into a position which requires reporting responsibility (either one to the other or to the same direct supervisor at the same work location). Summer workers may, at supervisor discretion report to the same direct supervisor at the same work location as the bargaining unit employee relative. Any exceptions to this paragraph are to be mutually agreed upon between the Union and Company.

If employees are placed in a situation that violates this nepotism provision through no fault of their own, this paragraph will not apply.

For the purpose of this Article, relatives are defined as:

Mother/Stepmother	Brother	Sister
Mother-in-law	Brother-in-law	Sister-in-law
Father/Stepfather	Daughter/Stepdaughter	Grandfather
Father-in-law	Daughter-in-law	Grandmother
Son/Stepson	Spouse	Grandchild
Son-in-law	Domestic Partner	

“Domestic Partners” are defined as individuals in an intimate, interpersonal relationship who live together but are not considered as legally married.

If employees wed while working for the Company and will be required to work where reporting responsibilities occur in the chain of command up to the same Supervisor at the same work location, the employees will decide (with management approval) who shall transfer to another area of the Company. If a suitable vacancy and transfer does not occur within three (3) months, the employee affected shall be placed on layoff.

ARTICLE VII

DEMOTIONS AND DISQUALIFICATIONS

1. When discontinuing positions at a location, the Company will eliminate the positions of the least senior employees in that classification at that location.
2. An employee’s demotional options are dependent upon the employee having the fitness and ability to perform the duties of the position and upon their seniority being greater than that of any employee they displace. Employees may not circumvent the demotion process by taking Paid Time Off (PTO).
 - a. If a regular, full-time employee's job is discontinued, and his/her seniority is adequate, he/she may displace the employee with the least seniority in the same classification or he/she may displace the employee with the least seniority in the lower classification(s) in the order as shown in Paragraph 4 of this article. All vacant positions shall be included in an employee's demotional options.

The employee displaced shall, within two (2) days, excluding weekends and holidays, and not thereafter, notify the Company of his/her election to exercise his/her demotional rights and thereafter, if he/she so elects, will demote to the classification to which he/she is entitled. The procedure will

be repeated until the employee with the least seniority exercises his/her rights as provided in this Article and Article XXIII. When an employee is demoted to the job to which he/she is entitled, he/she will be given a reasonable time, not to exceed one hundred eighty (180) days to receive training on the job under competent supervision and will qualify in that time.

- b. If an employee is disqualified due to violation of local, state, or federal law, his/her demotional options are restricted to layoff or bidding/accepting a vacant position.
 - c. If a regular, full-time employee disqualifies from his/her current position, his/her demotional options are limited to open positions of lesser qualifications, or to the same position at facilities of lesser complexity than the location from which he/she was disqualified, or layoff with recall rights. This does not apply to the disqualification of a single Operator Qualification (OQ) task.
3. An employee displaced from his/her position by reason of discontinuance of the position always has the option to elect layoff or a vacant bargaining unit position anywhere in the system.
4. In addition to the option in paragraph 3 above, the employee as described in 2(a) above, may select options offered sequentially as follows:
- a. Option I – Location: The employee may displace the least senior employee in the next lower classification at the same location. If this option is not available, the employee may displace the least senior employee in sequentially lower classifications at that location, if any. If the employee has no home location options, he/she proceeds to Option II.
 - b. Option II – Within a 50-mile air radius of home location: The employee may displace the least senior employee in the same classification within 50 miles from his/her present home location. If none, he/she may displace the least senior employee in successively lower classifications within 50 miles of his/her home location. If Option II presents no possibilities;
 - c. Option III – Operating Area: The employee may displace the least senior employee in the same classification within his/her Operating Area. If none, he/she may displace the least senior employee in successively lower classifications within the Operating Area. If Option III presents no possibilities;

- d. Option IV – System-wide (under contract coverage): The employee may displace the least senior employee in the same classification system-wide. If none, he/she may displace the least senior employee in successively lower classifications system-wide.
5. If a regular, full-time job is discontinued, the employee who held such job, whether he/she exercises his/her demotional rights or elects layoff, will, if such a job is reopened within one hundred eighty (180) days, return to it, unless he/she has been appointed to or awarded another regular, full-time job within the interim period. If such discontinued job is reopened more than one hundred eighty (180) days thereafter, it will be posted. This paragraph applies if overall headcount in a particular classification is decreased at a facility, and is restored within one hundred eighty (180) days.
6. An employee who has been displaced from a regular, full-time job by reason of the demotional procedure will return to his/her former classification at the location when a regular, full-time vacancy occurs in his/her former classification within one hundred eighty (180) days, unless he/she has been appointed to or awarded another regular, full-time job within the interim period. If such vacancy occurs more than one hundred eighty (180) days thereafter, it will be posted. Regardless of seniority, the individual initially demoted who meets the criteria in this paragraph will be given the first opportunity to return to the position/location.
7. When two (2) or more jobs are discontinued on the same day in a unit, as shown in Exhibit A, the employees affected shall demote or displace as a group. A list of employees affected shall be compiled in accordance with their seniority. The Company will give the senior employee his/her options for demoting, and at that time, he/she shall make his/her election as to demoting or passing. If he/she elects to demote, the employee he/she displaced will be placed on the above list in order of his/her seniority and the process repeated until all demotions have been satisfied. If an employee fails to make an election on the first day within the time designated by the Director (or designee), he/she will be bypassed that day and the next senior employee shall be given his/her options. An employee who passes on the first day remains on the list and is given an opportunity to exercise his/her rights on the second day, within the time designated by the Director (or designee) and, at such time, the employee will exercise his/her rights or be placed on layoff status.
8. If, in the opinion of the Company, it is deemed necessary to deviate from the foregoing in making a demotion, the proposed deviation shall be discussed with the General Workers' Committee and if an agreement is not reached, a deviation

made by the Company may be made a subject of complaint and disposed of as outlined in Articles IX and X.

9. Any employee performing a Department of Transportation (DOT) covered task must be qualified in accordance with the Company's Operator Qualification (OQ) Plan.

ARTICLE VIII

TEMPORARY OR PART-TIME ASSIGNMENTS

1. All employees will be required to upgrade only to the next higher classification, if Operator Qualified, as outlined in Exhibit A with the exception of Truck Driver to Welder, if not already certified at Company expense as a Welder.
2.
 - a. When a temporary vacancy occurs, and it is determined by the Company that the vacancy shall be filled, it shall be filled on an as-needed basis as determined by location supervision by upgrading from the same shift Operator Qualified employees from the next lower classification in accordance with Exhibit A.
 - b. All overtime and/or upgrade shall be distributed as provided in Article XIII, Paragraph 3. In the event the vacancy cannot be filled in the foregoing manner, the supervisor, if Operator Qualified, may be assigned the vacancy within the limits of Paragraph 3 of this Article.
 - c. Temporary vacancies will not be posted for bid, except one (1) year leaves of absence as provided in Article XVII, Paragraph 2 (Union Leave). After upgrading in the work unit all eligible employees, vacancies in the lowest classification will be filled by following the procedure as outlined in Article V, Paragraph 6, then by appointment or hiring. Such temporary assignments will not exceed one hundred seventy-nine days (179) days and will be discontinued when all regular employees return to their normal schedule.
 - d. Temporary vacancies due to a serious disability shall be handled as set forth in Article V, Paragraph 4c (Seniority).
 - e. A temporary vacancy that is filled due to a military leave deployment may extend beyond one hundred eighty (180) days with mutual agreement by the Company and GWC. Upon the completion of the temporary assignment, he/she will have the ability to bid other vacant positions at that time, but will not be eligible for layoff status at the completion of the temporary assignment.

3. The Company may post temporary positions that are defined for a specific purpose or project and for a specific period not to exceed one hundred eighty (180) days.
4. In addition to the temporary staffing situations aforementioned in this Article VIII, the Company may employ, without posting, as many as six (6) temporary employees to perform bargaining unit work under the terms and conditions set forth in Paragraph 6 of this Article. Any such positions in excess of six (6) sought by the Company will be subject to approval by the General Workers' Committee.
5. If an employee is furnishing temporary relief at a location other than his/her own, he/she will be allowed reasonable and necessary mileage to/from that location plus reasonable and necessary mileage to/from his/her temporary lodging.
6. Terms and Conditions for employing part-time employees to perform bargaining unit work shall be as follows:
 - a. Prior to hiring a part time employee in a non-posted position to perform bargaining unit work, the General Workers' Committee (GWC) will be informed of the duties to be performed and of the anticipated work schedule. Any deviation from the delineation of duties will be subject to the grievance process.
 - b. The total number of such positions will not exceed six (6) at any one time nor more than one (1) at any location unless approved by the GWC.
 - c. No employee in such position will work more than fifteen hundred (1,500) hours in the first twelve (12) months of employment, nor more than one thousand (1,000) hours in any calendar year thereafter.
 - d. Wages:
 - (i) The incumbent of such position will be paid the entrance rate while training and qualifying;
 - (ii) If less than the full range of duties of the corresponding regular bargaining unit classification is required, the incumbent will be paid the qualifying rate when trained and proficient in performing the duties for which he/she was hired;
 - (iii) If the incumbent must be proficient in all duties of the corresponding bargaining unit classification, he/she will be paid the qualified rate of pay when trained and qualified.

- e. Training: The part time employee will have a maximum of sixty (60) days to train and become proficient in the duties for which he/she is hired if such duties are less than the full range of duties of the corresponding bargaining unit classification. If the employee will be required to attain proficiency in the total range of duties of the corresponding bargaining unit classification, the maximum qualification period will be one hundred eighty (180) days. Part time employees hired to work on a part time basis (less than 20 hours per week) will, at supervisory discretion, be allowed to work forty (40) hours per week during the training period.
- f. Seniority:
 - (i) Upon completion of 1040 cumulative hours of employment, the part time employee shall attain seniority. This includes all grievance rights.
 - (ii) Upon completion of 2080 cumulative hours of employment, the part time employee shall attain bidding rights.
 - (iii) The part time employee shall have no demotional rights. If an unfilled vacancy occurs, it shall be offered first to regular employees on layoff before it may be offered to a part time employee. There is, however, no requirement to offer a vacancy to a part time employee.
 - (iv) In the event a reduction in the work force is required, the part time employee will be placed on layoff prior to any regular full time bargaining unit employee at the affected location.
 - (v) For each completion of 2080 cumulative hours worked, the part time employee shall be entitled to a year's seniority.
 - (vi) A record of seniority for part time employees shall be maintained on a list separate from regular employees.
- g. Overtime and Premium Pay:
 - (i) All overtime shall go to regular full time employees unless declined by them in which case it may be offered to a qualified part time employee.
 - (ii) All hours worked in excess of forty (40) hours per week or beyond a normal scheduled work day (eight (8), ten (10) or twelve (12) hours) will be compensated at one and one half (1 1/2) times regular pay.

- (iii) All call outs will be offered to regular full time employees unless declined by them in which case the call out may be offered to a part time employee qualified to perform the assignment.

ARTICLE VIII-A

SUMMER LEASED OR LIMITED SCOPE WORKERS

1. The Company may hire a maximum of sixty (60) summer workers at any one time to work as Summer Workers. Individual Summer Workers may be used for a period of time not to exceed one hundred fifty (150) days, between May 1 and October 31 of each year. During this period of employment, no seniority shall accrue, and benefits, if any, are limited to those benefits offered to limited scope employees as described in the Company Summer Worker Program. It is recognized that although these individuals may be hired as limited scope employees, or through a leased worker agency, the individuals utilized may perform what is otherwise considered covered work.
2. Duties will be subject to the Company Summer Worker Program. Wage rates will be no less than the Summer Rate reflected in Exhibit B.
3. Summer Workers may be scheduled during the day, Monday through Saturday, not to exceed forty (40) hours per week. Scheduled working hours during the day may vary to accommodate summer school, etc. Summer Workers are not eligible for shift differential.
4. Summer Workers may perform their normal duties on overtime after all available regular full-time employees in the work unit have been offered the work and refused, except for mowing. In the case of mowing, Summer Workers may mow on overtime up to ten (10) hours per week per Summer Worker (a maximum of twenty (20) hours per week per location where two or more Summer Workers are utilized) without first using regular full time employees on overtime for mowing.

ARTICLE IX

COMPLAINTS AND DISPUTES

1. All complaints and disputes arising out of the interpretation or performance of this Agreement shall be governed in the manner of the settlement by the terms of this Agreement according to the following procedure.

2. The grievance must:
 - a. be submitted within twenty (20) calendar days of the happening of the event;
 - b. be signed by the individual(s) involved, the union representative, and/or the General Workers Committee (GWC), and submitted to the immediate supervisor or his/her designee;
 - c. state the specific Article(s) and Section(s) of Agreement that has been violated; and
 - d. state the remedy sought by the grievant(s).
3. A location committee composed of the grievant(s), steward and supervisor shall meet within twenty (20) calendar days of the filing to attempt to resolve the complaint.
4. In the event an agreement is not reached, complaints shall be discussed at the next meeting between the Company and the General Workers' Committee (GWC). If an agreement is not reached, the Director, or a person designated by him/her, shall render a decision in writing within twenty (20) calendar days. The Director, or a person designated by him/her, may request a meeting with the GWC prior to rendering a decision.
5. The General Workers' Committee (GWC) President, or person designated by him/her, shall review the Director's reply and seek input from management regarding the response, and shall have twenty (20) calendar days to provide a formal written response to the Director's reply provided in paragraph 4 above. The GWC may request a meeting with management prior to rendering a decision.
6. If the above step does not resolve the complaint, one member of the management labor team and one member of the GWC will meet within twenty (20) calendar days to attempt to resolve the grievance. Upon mutual agreement of both sides, this step may be bypassed to move to the arbitration procedure found in Article X.
7. If the procedure outlined above does not settle a dispute involving the interpretation or performance of this Agreement, the procedure outlined under Article X may be invoked by either of the parties after the written decision has been rendered as provided for in Paragraph 5.

ARTICLE X ARBITRATION

1. A grievance that has been processed in accordance with the provisions of the Article IX or Article XI, Paragraph 2 of this Agreement, but not satisfactorily settled, shall, upon the written request of the party desiring arbitration, be submitted to arbitration by an impartial arbitrator to be selected according to the following procedure:
 - a. Within thirty (30) days of the making of or receipt of said written request for arbitration, the Company shall request the Federal Mediation and Conciliation Service (FMCS) to submit the names of seven (7) disinterested persons qualified and willing to act as impartial arbitrators.
 - b. From such a list, the Union and the Company shall alternately strike one (1) name until six (6) names have been eliminated and the person whose name remains on the list shall be selected as the impartial arbitrator. The parties will alternate which one strikes the first name.
 - c. Each party may request a second panel from the FMCS. Each request must be made no later than thirty (30) calendar days from the receipt of the previous panel. Both parties will work together as expeditiously as practical to bring the matter to arbitration.
 - d. The expense of the arbitrator shall be borne equally by the parties. The arbitrator shall submit his or her decision and award in writing.
2. The Arbitrator is restricted to interpreting, applying and determining any violation of the performance and/or provisions of this Agreement and cannot add to, modify, delete, or otherwise change any provision of this Agreement.
3. Any request for information which either the Union or the Company believes it needs to process a grievance or arbitration will be acted on by the party being asked to provide information in an expeditious manner. The party requesting information will put any such request in writing and state why the information being requested is relevant and needed. This Section shall have no application to information requested in connection with the negotiation of a collective bargaining agreement.
4. The cost of the arbitrator, hearing room, and refreshments, shall be borne equally by the parties, except that each party shall be responsible for additional costs relating to their witnesses or representatives at the hearing. A cancellation fee incurred because the parties resolved a matter in advance of the hearing date shall also be borne equally by the parties.

5. Either party has the right to have a court reporter of its choosing at the hearing. No party shall receive a copy of the transcript, however, unless they pay one-half of the cost of the court reporter.
6. When the complaints, notices or decisions provided for in Articles IX, X, and XI are presented, given or rendered by mail, for the purpose of computing the time limits in said articles, they shall be deemed presented, given or rendered, as the case may be, at the time deposited in the United States mail as determined by the postmark. If they are rendered by means of electronic communication, such as e-mail or fax, the receipt date shall be confirmed by telephone or by e-mail receipt acknowledgement.

ARTICLE XI

DISCIPLINE, SUSPENSION, DISCHARGE AND LAYOFF

1. The disciplinary flow chart found in Exhibit C defines the disciplinary process agreed to by the Company and the Union. Various actions may be taken, depending on the severity of the incident. The options outlined in Exhibit C are not sequential, meaning that some instances may result in a coaching discussion and no discipline at all, while others may warrant a written warning and a day off without pay, or either option in-between. Each incident will be reviewed on a case-by-case basis, taking into consideration the tenure and recent performance history of the employee, as well as the severity of the incident.
2. If any employee is discharged, suspended or laid off as a disciplinary measure, he/she shall within seventy-two (72) hours, excluding Saturdays, Sundays and holidays, be given or mailed a written notice, dated and signed by the Supervisor or his/her representative, setting forth the reason for such discharge, suspension or layoff. A copy of all letters of reprimand, or discipline shall be given or mailed to the General Workers' Committee at the same time it is given or mailed to the employee. (A letter of reprimand is defined as any letter that includes or implies threat of disciplinary action.) Any employee who alleges that he/she has been unjustly discharged, suspended or laid off may, within thirty (30) calendar days after he/she has been notified in writing of discharge, suspension or layoff, notify the GWC to file a grievance on his/her behalf. The complaint shall state the facts with reasonable definiteness upon which the employee relies to substantiate his/her claim that his/her discharge, suspension or layoff was unjust.

If requested by the Company, the General Workers' Committee will meet with the Director, or a person designated by him/her, to discuss the complaint. The Director, or a person designated by him/her, shall render his/her decision in writing within twenty (20) calendar days after the complaint is received and, if

the decision is against the employee, such decision shall specifically set forth the findings of fact upon which the decision is based.

3. If the General Workers' Committee does not accept the decision of the Company, the complaint may be the subject of arbitration as provided in Article X.
4. If a terminated employee is reinstated to his/her former position through the arbitration process, the displaced employee shall return to his/her former position, unless the GWC and Company reach a mutually agreeable alternative solution.
5. The Company reserves the right to discharge, suspend or lay off an employee for just cause.

ARTICLE XII

TEMPORARY CHANGES IN CLASSIFICATION

1. If an Operator Qualified employee is temporarily assigned by his/her supervisor to a higher-paid classification, he/she shall receive the qualified rate for the higher classification until his/her temporary assignment is discontinued as prescribed in Article VIII, Paragraph 2 (a) and Article XIII, Paragraph 3.
2. All employees are required to perform any work in connection with the operation or maintenance of the pipeline system for which they are Operator Qualified regardless of classification and may be required to perform operations (e.g. spill clean-up activities) which are not routinely part of their duties. Any unreasonable departure from the ordinary or regular duties of a classification may be made the subject of complaint by the General Workers' Committee.
3. Coordinators, Operations and Maintenance (COM) and supervisors shall continue to perform such work as is now assigned to them by the Company and there shall be no change in the manner of working foremen and supervisors except as provided in Article VIII. See Joint Notes Summary for further clarification.

ARTICLE XIII

HOURS OF WORK

1. All hours worked in excess of forty (40) hours in a predetermined work week will be compensated at one and one-half (1 - 1/2) times the regular rate of pay. All hours worked in excess of a predetermined and assigned shift of either eight (8), ten (10), or twelve (12) hours in a twenty-four (24) hour period will be paid at one and one-half (1-1/2) times the regular rate of pay; provided, however, that this will not apply when employees voluntarily swap shifts with supervisory approval (see Joint Notes Summary for guidelines). A minimum of twelve (12) hours off between shifts in a twenty-four (24) hour period is acceptable provided that the proposed schedule is employee driven (approved by a majority of the work group.) All hours compensated at one and one-half (1-1/2) times the regular rate of pay are defined as premium or overtime hours. All hours worked and compensated at one and one-half (1-1/2) times the regular rate of pay will be deducted in the computation of overtime.
2. It is recognized that the scheduled hours of work will normally be forty (40) hours per week but may be less if a twelve (12) hour shift rotation is incorporated into a location's scheduling process. In no case will the scheduled hours of work be less than thirty-six (36) hours per location established work week. The workweek will average forty (40) hours under the twelve (12) hour shift rotation. The number of scheduled hours of work, work duties, and shift assignments shall be determined at each location through an agreement between the supervisor and a majority vote among the entire work group (all classifications covered by the contract at the location.) Any proposed schedule that deviates from the established eight (8) hour rotation shall be submitted for review and approval to the General Worker's Committee by the local union steward prior to implementation. If an agreed upon schedule can be provided to the GWC by late November/early December, the potential of approval can be complete by year end, offering the work group the opportunity to implement by January 1 and more time to select PTO preferences. If an agreement cannot be reached, a schedule will be established that distributes all work, work duties, and shift assignments uniformly to all employees. The scheduled hours of work, work duties, and shift assignments shall be agreed upon at least annually. Any changes in scheduled hours once established will be governed by Article XVI Call-Outs and Changes In Schedule.
3. All overtime/call-out and/or upgrade occurring in a work unit at a location will be distributed equitably insofar as practicable to all employees in that work unit who have the necessary qualifications. An employee who fills a job and becomes qualified and actually assumes the duties and responsibilities will be charged with

the greatest number of overtime (OT) hours worked in that classification at that location. (See Joint Notes Summary for example). If a bargaining unit employee is assigned temporarily to another unit, he/she assumes the highest OT in that classification at that location. All OT worked during such temporary assignment will be added to his/her home location OT on return. If all employees in the work unit refuse the overtime/call-out, the least senior employee will be required to work it the first time, followed by the next least senior employee, and so on, per calendar year. Overtime/Call-out worked on a voluntary basis at non-represented locations will also be included on the overtime record.

4. No employee will normally be required or normally be permitted to work in excess of sixteen (16) consecutive hours in a twenty-four (24) hour period. Employees will not be required to work 50% or more overtime on a sustained basis.
5. Each employee will furnish the Company with a telephone number where he/she can be reached. Employee telephone numbers will be used for internal use only and will not be posted in view of external customers. No disciplinary action will be taken in the event an employee fails to respond when carrying a Company provided cell phone. All employees are required and expected to work a reasonable amount of overtime/call-out when requested by the Company.
6. Work performed by an employee outside of scheduled hours (e.g., telephone calls, computer assisted resolution to work issues) that does not require the employee to report to a company location (which for these purposes shall mean a company terminal, station, pipeline right-of-way or easement) does not qualify as a "call out" and shall be paid as follows: Any such time worked in the first forty-five (45) minutes shall be recorded in one, three-quarter (.75) hour increment of overtime, rounded up in one-quarter (.25) hour increments for any time worked thereafter. These hours will not be eligible for shift differential. The employee will be responsible for documenting details (who called, the issue, how the issue was addressed, and the outcome, etc) as requested by supervision. Multiple phone calls that occur within one (1), forty-five (45) minute increment surrounding the same issue are counted as a single event and not counted as multiple entries. Calls that do not require work performed by the employee (e.g., informational calls such as contractor coordination, Operations Control timing of product changes, etc) are not compensable.
7. Travel to and from and attendance at meetings, training programs and similar activities on a voluntary basis will not be counted as time worked, except that no employee will lose any regular base pay by reason of attending. If the time of the meeting falls outside the employee's work schedule, the time attending is not "time worked." The hours of meeting time which fall within the employee's work

schedule will be recorded as “time worked” (i.e., no loss of regular base pay). Prior to the event, employees and their supervisor will work together to schedule attendance and accommodate any necessary travel.

8. When attendance at Company meetings, training, etc. is required by the supervisor (mandatory), all time attending and travel time to and from the function is counted as time worked. If the meeting is complete in less time than the employee’s shift, the employee will be compensated for travel to return to the worksite to complete his/her shift, or, with supervisory approval, the employee may choose to take the remaining portion of his/her shift as paid time off or unpaid time.
9. An employee is obligated to report to his/her supervisor immediately when he/she will be absent from work. If he/she fails to report to his/her supervisor within twenty-four (24) hours from the beginning of his/her scheduled shift, without showing good and sufficient reason, he/she will be terminated for job abandonment.

ARTICLE XIV EXPENSES

1. A regular, home station will be designated for each employee. If the Company requires an employee to remain away from his/her home station overnight to perform work to which he/she has been assigned by the Company, the Company shall reimburse him/her for his/her reasonable living expenses as follows:

Effective on and after ratification of the Agreement the nights out per diem will be the lowest IRS per diem rate in effect within the overall area of coverage. The supervisor and employee will jointly discuss whether or not the supervisor will approve expenses submitted for reimbursement in lieu of paying the per diem rate. Employees are to confirm with the supervisor prior to submitting expenses for reimbursement and, if approved to reimburse expenses, to make fiscally responsible decisions regarding lodging and meals.

2. Food provided by the Company for overtime work shall be in addition to any per diem allowance to which the employee is entitled.

ARTICLE XV TRANSFER-TRANSPORTATION

1. When an employee is required to report at a regular place of work and he/she is instructed by his/her foreman or his/her supervisor to report at any other place for work, the Company shall furnish such employee with transportation or, if the Company does not provide transportation, then the Company shall reimburse the

employee for reasonable necessary expenses of such transportation, provided that the Company reserves the right to designate the mode of travel.

2. In case an employee is requested to report at other than his/her regular place of work and additional travel time is required, he/she will be paid for the additional travel time to and from the job as though he/she worked, except not to exceed eight (8) hours in a calendar day.
3. When mainline unit employees are headquartered at their home station, they shall be compensated for all time spent traveling in transportation provided by the Company to and from their home station warehouse and their work site. Each mainline unit employee shall report and return to his/her assigned home station warehouse, unless otherwise instructed by supervision, for the purpose of carrying out a work assignment.
4. When mainline unit employees are headquartered at other than their home station warehouse, they shall be compensated for all time spent traveling in transportation provided by the Company to and from their temporary headquarters and their work site. The temporary headquarters shall be at the hotel or the place in town designated by supervision. Each mainline unit employee shall report and return to his/her temporary headquarters, unless otherwise instructed by supervision, for the purpose of carrying out a work assignment.
5. Maintenance gangs are allowed to return to headquarters every two (2) weeks if possible. Mileage or distance is not to be used as a basis for returning to headquarters.
6. In the event a mainline unit employee works in excess of Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) prescribed work hours, the supervisor and employee shall work together to arrange alternative transportation or accommodations until such time as the employee is back into DOT work hours compliance. If an agreement is not reached, the solution will be at the discretion of the supervisor and may be made the subject of complaint and disposed of as outlined in Articles IX and X.
7. In the event an employee moves from one location to another as a result of exercising rights under this Agreement, the Company shall reimburse the employee for actual expenses of moving and transportation, supported by satisfactory evidence, according to IRS guidelines, provided the employee has been at his/her present location at least one (1) year. The Company shall also reimburse an employee said expenses not meeting IRS guidelines if the employee must move to meet Company requirements. The following limitations apply to moving and transportation expenses:

- a. When an employee drives his/her car, he/she will be paid for necessary mileage at the Internal Revenue Service (IRS) rate in effect for moving. Such payment will only be made for the initial trip from the old location to the new location.
 - b. In addition to the above mileage payments, the employee will be allowed not to exceed a total of five thousand dollars (\$5,000) for transporting his/her family and household goods to the new location. Household goods, as used in this paragraph, does not include livestock, feed, machinery, and similar equipment. Receipts should be turned in for reimbursement within one (1) year of the transfer date to the new location.
 - c. Each employee who is required to move his/her place of residence as a result of either being displaced or bumped as a result of a position elimination, or as a result of bidding another job after being advised of his/her position elimination, shall receive a lump sum payment of one thousand dollars (\$1,000). This lump sum payment shall be made in addition to the contract provisions for moving, provided the distance between the old and new places of work is a minimum of one hundred (100) miles. The employee will qualify for the one thousand dollar (\$1,000) lump sum payment after moving his/her place of residence or after one hundred twenty (120) days from the date the employee reports to the new work location, regardless of whether the employee moves his/her place of residence.
8. In the event an employee moves from one location to another as a result of exercising rights under this Agreement, provided he/she has been at his/her present location at least one (1) year, he/she shall be paid at the regular rate for the necessary travel time for the initial trip to the new location - except for that required by the Company on any holiday set forth in Article XVIII, which shall be at two and one-half (2-1/2) times the regular rate. Pay for such travel time shall not exceed eight (8) hours in any calendar day. Such travel time will be deducted in the computation of overtime on account of working in excess of forty (40) hours in any work week.
 9. An employee, who is on layoff and is offered and accepts a temporary job of one (1) week or more duration at another location within his/her area will be paid necessary travel time to the new location at the rate applicable to the temporary job and will be paid for necessary mileage at the IRS rate in effect for moving. Such payment will be made only for the initial trip to the new location.
 10. When an employee uses his/her own car at the request of the Company, he/she will be paid for necessary mileage at the IRS rate in effect for moving.

11. Employees are expected to live within a reasonable distance from their principal work location.

ARTICLE XVI

CALL OUTS AND CHANGES IN SCHEDULE

1. For the purposes of this Agreement, a “call out” shall mean an instance where an employee is required to physically report to a company location (which for these purposes shall mean a company terminal, station, pipeline right-of-way or easement) outside of normally scheduled work hours and after having already left his/her work location.
 - a. When an employee is called for work outside of his/her regular scheduled working hours and work is required of him/her, he/she shall be compensated for the actual time worked at one and one-half (1-1/2) times his/her regular rate of pay or for four (4) hours computed at his/her regular rate, whichever is greater. Shift differential applies as noted in Article XXI, Paragraph 7.
 - b. Actual time worked begins when the employee leaves for the assignment; provided, however, that such travel time considered will be only the actual travel time up to a maximum of one-half (1/2) hour.
 - c. When a call out is unplanned, (the employee was not aware of the call out prior to leaving the prior shift), the travel time for returning home will be counted as time worked; provided, however, that such travel time considered will be only the actual travel time up to a maximum of one (1/2) hour. In the case of planned call outs, time worked stops when the employee leaves the location.
 - d. If no work shall be required of an employee called out, he/she shall be compensated for three (3) hours at his/her regular rate, and the overtime book shall reflect two (2) hours of overtime.
 - e. In cases where an employee is called for work outside of his/her regularly scheduled working hours and works into his/her regularly scheduled shift, he/she will be compensated for the actual time worked prior to his/her regular shift at one and one-half (1 1/2) times his/her regular rate of pay. In this event, time worked shall include actual travel time to the call out not to exceed one-half (1/2) hour.

- f. All hours for which compensation is paid as a result of call outs shall be deducted in the computation of overtime on account of working in excess of forty (40) hours in any work week.
 - g. Tracking of call-out hours on the overtime record may be found in Article XIII, Paragraphs 3 and 5.
 - h. An employee who passes up an opportunity to work overtime will have the time recorded as a turn down, and identified as a turndown on an overtime tracking record.
- 2. An employee who reports for work as scheduled and for whom no work is provided or an employee who with less than eight (8) hours of notice is instructed by his/her supervisor not to report for work, shall receive a minimum of four (4) hours pay at the regular rate. Such hours will be deducted in the computation of overtime on account of working in excess of forty (40) hours in any work week.
 - 3. If an employee loses time because of a change in shifts or hours, he/she will be paid for the hours lost at his/her regular rate, and such hours lost shall not be deducted from the computation of overtime on account of working in excess of forty (40) hours in any work week.
 - 4. Each main-line unit employee (see Exhibit A, Upgrading and Demotion schedule) regularly working days will be assigned two (2) regularly scheduled days off in a work week and one (1) of these will be Sunday.
 - 5. Scheduled working hours for the following work week shall be posted no later than 4:00 p.m. on Wednesday. However, the Company may change the schedule after it has been posted in response to emergent needs and short notice requests. The revised schedule must be communicated to the employee before the first revision in the schedule is worked.
 - a. If an employee is provided more than twenty-three (23) hours of notice of a change in the work schedule, the employee will be compensated at the regular hourly rate until the employee has worked forty (40) hours in the work week. All hours worked after the fortieth (40th) hour will be compensated at one and one-half (1 ½) times his/her regular rate of pay.
 - b. If an employee is provided with less than twenty-three (23) hours of notice of a change in the work schedule, the employee will be compensated at one and one-half (1 ½) times his/her regular rate of pay for the first eight (8)

hours worked in the revised schedule for which less than twenty-three (23) hours of notice was provided. See Joint Notes Summary for further clarification.

- c. The only exception to this practice is employees working a twelve (12) hour schedule with hours added to the thirty-six (36) hour work week in which one and one-half (1 ½) times his/her regular rate of pay will be paid for the first four (4) hours of the additional shift.
6. If an employee is given less than twenty-four (24) hours of notice of a schedule change, he/she shall not be required to take time off from his/her scheduled work week for the purpose of offsetting overtime.
 7. In the event work is required of an employee three (3) hours before the beginning of his/her shift or three (3) hours after his/her shift, food will be provided at that time by the Company, if possible. Food will also be provided again, if possible, at eight (8) hours worked in excess of the employee's normal shift and every five (5) hours thereafter, so long as such employee is required to remain on the job. The employee shall be permitted to eat food so provided on Company time. If it is not possible for the Company to provide food, the Company will pay the employee fifteen dollars (\$15). Maintenance Crew employees are eligible to receive in addition to the fifteen dollars (\$15) one-half (1/2) hour at the appropriate hourly rate for each designated meal period. Provided, however, that Maintenance Crew employees eligible for per diem shall only be paid the one-half (1/2) hour at the appropriate hourly rate in addition to their per diem, and shall not be eligible for the fifteen dollar (\$15) meal pay.
 8. In the event a work related issue cannot be addressed over the telephone or other means and requires an actual call-out requiring the employee to travel and report to a work location, easement, or right-of-way to resolve the problem, the time involved in the initial call would be added to the actual call-out and not charged as a telephone or computer issue found in Article XIII, par 6, since it was not resolved over the telephone or by computer use.

ARTICLE XVII

UNION LEAVE

1. Leaves of absence will be granted to employees as needed to act as a representative of the Union in order to conduct business with the Company. Such leaves will not be applied toward the forty-five (45) day total referred to in Article XVII, Paragraph 2.
2. Leaves of absence for periods totaling not more than forty-five (45) days in a calendar year will be granted to an employee with one (1) year of service to act as a representative of the Union in order to conduct business unrelated to the Company. A written request for such leave shall be made to the employee's supervisor or his/her designee at least seven (7) calendar days prior to the start of such leave. The Company will be notified as soon as possible in the event less than seven (7) calendar days of notice are provided to the Union.
3. A leave of absence of one (1) year to not more than two (2) employees, but not to exceed one (1) employee at a work location at any one time, will be granted on request of the Union for the purpose of representing the Union. All such leaves granted under this paragraph shall be limited to one person per location unless approved by the Labor Relations Committee. Further, the total aggregate number of days referenced in the first sentence of this paragraph shall be limited to one hundred eighty (180) days per year unless approved by the Company. At the end of the one (1) year leave of absence, the employee will notify the Company of his/her intent to return to active employment within thirty (30) days of his/her release from Union duties. No employee will be carried on Union leave of absence for more than one (1) year, unless the leave of absence has been requested and approved. Upon return from Union leave of absence, the employee shall be eligible for a job in the classification and at the location from which he/she went on leave in accordance with Article VII, Paragraph 1. All such leaves shall be without pay and without loss of seniority.

ARTICLE XVIII HOLIDAY PAY

1. Employees covered by this collective bargaining agreement are eligible for the Company's designated holiday schedule according to company policy. Current company designated holidays include:

New Year's Day	Christmas Day
Memorial Day	Fixed holiday based on the day of the
Independence Day	week Christmas Day falls
Labor Day	Two Floating Holidays (New hire eligibility
Thanksgiving Day	determined by month
Day after Thanksgiving of hire)	
2.
 - a. An employee, when required to work on a company designated holiday, shall be paid for the hours worked at two and one-half (2-1/2) times the regular rate. An employee may not schedule an employee designated holiday on any other company designated holiday.
 - b. Shift workers shall observe the said holiday on the day the holiday occurs. All other employees shall observe the holidays according to the company designated holiday schedule. Operations Control will observe and code the "Fixed holiday based on the day of the week Christmas Day falls" and Christmas Day noted above, as December 24 and December 25. Reference Joint Notes Summary for additional examples.
3. An employee regularly scheduled to work on any of the above holidays, who is not required to work, shall be paid at the regular rate for his/her regularly scheduled hours not worked, and such hours will not be deducted in the computation of overtime due on account of working in excess of forty (40) hours in any work week. If such employee is scheduled to be temporarily upgraded to a higher classification on the holiday not worked, he/she shall receive the regular rate of such higher classification.
4. An employee who is off duty on any of the aforementioned holidays will be paid eight (8) hours at his/her regular rate for the holiday not worked and such hours will be deducted in the computation of overtime due on account of working in excess of forty (40) hours in any work week. If such employee has a split classification or is temporarily upgraded to a higher classification during the work week in which the holiday occurs, he/she shall receive eight (8) hours pay at the average regular hourly rate earned by him/her during such work week.

5. An employee called out to work on a holiday outside his/her normal scheduled hours shall be compensated for time worked at two and one-half (2 ½) times his/her normal rate of pay or four (4) hours computed at his/her regular rate of pay, whichever is greater.
6. An employee normally scheduled but not required to work on a holiday, and is called out on a holiday to work during his/her normal scheduled hours shall be compensated for time worked at one and one-half (1 ½) times his/her normal rate of pay or four (4) hours computed at his/her regular rate of pay, whichever is greater. This is in addition to the eight (8) hours holiday pay already due to the employee.
7. An employee on a twelve (12) – hour built in overtime schedule, normally scheduled to work their overtime on a holiday that falls at the end of said week, shall receive additional half (1/2) time pay for the eight (8) hours worked in excess of forty (40) hours that week. See Joint Notes Summary for example.
8. Anything else in this article notwithstanding, in no event shall an employee receive more than two and one half (2 ½) times their regular rate of pay for a holiday worked.
9. In the event the total number of holidays decreases during the term of this agreement, the company will increase the number of eligible hours to carry over existing PTO from one year to the next. Likewise, in the event the total number of holidays increases during the term of this agreement, the company will decrease the number of eligible hours to carry over existing PTO from one year to the next.

ARTICLE XIX

PAID TIME OFF (PTO) AND PTO SCHEDULING

1. PTO scheduling policy will be determined by location supervisors with the following minimum guidelines:
 - a. An employee eligible for PTO will be given an opportunity to indicate the PTO period or periods he/she prefers before March 1 of the calendar year; conflicts in PTO schedules will be decided in favor of the senior employee for one (1) period. PTO not scheduled or changes requested after March 1 will be granted at the discretion of the location supervisor on a first come basis without regard to seniority. The dates of the General Workers' Committee (GWC) quarterly meetings as provided for in Article III, Paragraph 4, will be posted and locations having a committee member will reduce by one (1) the number of employees allowed to schedule PTO during

those dates. An employee who transfers from another classification or location after the March 1 deadline must select his/her PTO dates so they do not conflict with the original approved PTO dates of other employees in his/her new classification or location, regardless of seniority.

- b. For Operations Control PTO scheduling, PTO selections will remain on a seniority basis per console, with up to a total of three (3) employees per console allowed to be off at the same time, at supervisor discretion.
2. For each scheduled working day while on PTO, the employee is paid his/her regular base rate for his/her regularly scheduled hours, not to exceed eight (8) hours in any day or forty (40) hours in any week, unless regularly scheduled work hours exceed eight (8) hours per day. Hours for which PTO pay is given are deducted in computation of overtime for hours worked in excess of forty (40) in any work week. When a recognized holiday falls within the employee's scheduled PTO period, the employee shall, in addition to his/her PTO pay, receive pay for such holiday at his/her regular base rate, even though the employee is not normally scheduled to work.
3. An employee on layoff will be paid a lump sum PTO payment for any PTO not yet taken as of the date of layoff.
4. An employee who terminates from the Company for any reason (including retirement) will be paid for any unused PTO in accordance with the Company's PTO policy.
5. A doctor's statement may be required if the employee misses more than two (2) scheduled shifts for illness. A doctor's statement may be required to support lost time immediately preceding or following holidays or PTO days.
6. Employees covered by this collective bargaining agreement are eligible for the Company's paid leave options according to company policy. Current paid leave options include:
 - a. Bereavement Leave
 - b. Illness of a Family Member (IFM Leave)
 - c. Holidays (addressed in Article XVIII)
 - d. Jury and Witness Duty (addressed in Article XX)
 - e. Military Leave (addressed in Article IV)
 - f. Paid Parental Leave

7. Employees covered by this collective bargaining agreement are eligible for unpaid leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) as enacted and as it may be amended from time to time. If an employee is eligible for FMLA leave and paid leave at the same time – such as Short Term Disability, Immediate Family Member Illness leave, or PTO – the paid leave will run concurrently with FMLA leave. If an employee is not eligible for FMLA leave and paid leave at the same time, FMLA leave will be unpaid leave.
8. In the event the total number of PTO hours decreases during the term of this agreement, the company will increase the number of eligible hours to carry over existing PTO from one year to the next. Likewise, in the event the total number of PTO hours increases during the term of this agreement, the company will decrease the number of eligible hours to carry over existing PTO from one year to the next.
9. See Joint Notes Summary for further clarification.

ARTICLE XX JURY DUTY

1. An employee called to jury duty shall remain on his/her original schedule. Employees on jury duty shall not be required to work a scheduled shift that falls within twelve (12) hours before or after their jury assignment. An employee permanently dismissed from jury service may be returned to his/her normal schedule if it can be accomplished without premium or overtime pay to the employee(s) rescheduled because of jury duty.
2. The Company will pay an employee for time lost from his/her scheduled work day at the regular rate due to the employee serving on a jury, provided such payment is not prohibited by state or federal laws. The amount received by an employee as jury fees shall not be deducted from the employee's wages. Hours for which an employee is compensated while on jury duty will be deducted in the computation of overtime due on account of working in excess of forty (40) hours in any work week.

ARTICLE XXI SHIFT DIFFERENTIAL

1. For all work on an eight (8) hour schedule between the hours of 4 p.m. and midnight (at select locations 3 p.m. to 11 p.m.), a differential of seventy-five cents (\$.75) per hour shall be paid over the regular hourly rate for the classification.

2. For all work on an eight (8) hour schedule between the hours of midnight and 8 a.m. (at select locations 11 p.m. to 7 a.m.), a differential of one dollar and fifty cents (\$1.50) per hour shall be paid over the regular hourly rate for the classification.
3. Shift-differential, overtime and premium-time application will be applied to the work hours referred to in Article XIII, with the same intent and reasoning as to other employee's scheduled hours covered by this Agreement. Schedules including built in overtime shall include provisions to equalize, as much as practicable, the associated compensation with the compensation that would be received if the employee were working a comparable eight (8) hour shift schedule.
4. Differentials, where applicable, shall be applied before overtime is calculated.
5. The shift differential shall not apply or be paid to mainline unit employees for work performed between the hours of 0630 and 1730 or for call-out work continuously before, or overtime beyond, the employee's regularly scheduled hours, except when his/her schedule is changed to hours outside of his/her normal scheduled day hours or when they perform work normally assigned to shift workers.
6. Employees may or may not be eligible for shift differential when working regularly scheduled twelve (12) hour shifts as provided for in Article XIII, dependent upon the "equalization" approach referenced in Paragraph 3 of this Article XXI (See Joint Notes Summary for clarification). Also, employees normally working constant (not part of any rotation shift schedule) ten (10) hour day shifts in place of normal eight (8) hour constant (not part of any rotating shift schedule) day shifts will not be paid shift differential if these shifts are within the hours of 0600 to 1800.
7. Shift differential on a call-out lasting less than two and three quarter ($2\frac{3}{4}$) hours is paid at the applicable regular differential rate only for the actual time of the call-out. Shift differential on a call-out lasting two and three quarter ($2\frac{3}{4}$) hours or more is paid at the applicable overtime differential rate of the actual time of the call-out.

ARTICLE XXII

HEALTH AND SAFETY

1. The Company intends to pursue its established policy of making every reasonable effort to protect the health and safety of its employees by maintaining safe working conditions and practices. Health and Safety measures specific to the KC Lab are found in Exhibit A, Paragraph 6.

2. a. Health and Safety Committees shall be established. There shall be a minimum of one committee per Operations Area (as defined in Article III) and a maximum of one committee per Manager of Operations jurisdiction.
- b. In order to promote overall safety, the union agrees these committees shall consist of representation from both bargaining and non-bargaining unit locations. There shall be no less than two bargaining unit employees on any given committee. Participation on the Health and Safety Committees will be voluntary for bargaining unit employees who shall be approved by the General Workers' Committee. The GWC reserves the right to rescind appointments of bargaining unit employees if it deems such action is warranted. Such action may be handled per Paragraph 8 of this Article.
- c. Each committee shall be generally composed of the following: a Technician, an individual with experience on the Maintenance Crew, and appropriate representation from facility operations. Each Manager of Operations will appoint appropriate non-bargaining unit members.
- d. The term lengths for its bargaining unit operations and maintenance members shall be for two (2) years with staggered terms. When a member leaves, he/she shall be replaced prior to the next scheduled meeting.
3. The functions of the committee shall be to:
 - a. Promote employee involvement in safety.
 - b. Provide feedback to management and to the General Workers' Committee.
 - c. Participate in audits and inspections.
 - d. Assist in conducting incident investigations and reviewing incident investigations from other areas
 - e. Recommend corrective action concerning safety issues.
 - f. Other activities that each committee deems appropriate.
 - g. Explore ways to improve District Safety Performance and Safety Performance across the organization.
4. The Area Health and Safety Committees shall meet at a minimum of twice per calendar year or as often as deemed necessary. The committee members will determine the location and frequency of the committee meetings. Employees shall be paid travel and expenses to attend scheduled meetings. No overtime or premium time shall be paid. Time spent in committee meetings by union members shall be considered compensated as regular assigned work.
5. The committee will appoint a secretary who will maintain the minutes of each

meeting for the term of this agreement. The secretary shall distribute copies of the minutes to each committee member, the applicable Manager of Operations, and the President of the General Workers' Committee. The secretary shall prepare an agenda prior to each meeting. Any employee may, and is encouraged to, submit items to the Secretary via a committee member to be included on the agenda.

6. The Company shall recognize the General Workers' Committee as members of a Health and Safety Committee. This Health and Safety Committee may request to meet with the Director, Environmental, Health, Safety and Security and/or persons selected by him/her during the regular quarterly meeting established in Article III, Paragraph 4, of the Agreement.
7. While members of the General Workers' Committee are not explicitly appointed to a committee except referenced in Paragraph 6 of this Article, they may attend any and all Health and Safety Committee meetings.
8. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the grievance and arbitration procedure set forth in this Agreement.
9. No employee shall be required to perform work beyond the usual and normal requirements of the job that will seriously endanger his/her physical safety; his/her refusal to perform such work shall not warrant or justify his/her discharge. No employee will normally be required or permitted to work in excess of sixteen (16) consecutive hours in a twenty-four (24) hour period.
10. All employees shall observe safety rules and practices as promulgated by the Company.
11. If requested by the Union, the Company will furnish the Union all available information on the morbidity and mortality experience of the employees covered by this Agreement. The Company will pay for all tests and physical examinations when requested by the Company.

ARTICLE XXIII

JOB SECURITY

1. An employee whose regular, full-time job is discontinued or an employee who is displaced from a regular, full-time job may elect layoff without pay or exercise his/her demotional rights.
2. An employee who is demoted through no fault of his/her own shall retain the rate of pay of his/her last regular, full-time job for a period of eighteen (18) weeks, provided he/she displaces in the highest-paid classification to which he/she is entitled. If such employee bids or is assigned to another regular, full-time job, he/she shall assume the appropriate rate of pay for such regular, full-time job.
3. Except as provided in Article XI, Paragraph 5, the Company Management, as of the date of this agreement, foresees no circumstances that would produce a Management decision to lay off regular, full-time employees. In the event unforeseen circumstances develop that make layoffs necessary prior to the expiration of this Agreement, the Company shall give or mail any employee to be laid off at least forty-five (45) days' written notice of any such layoff. A copy of such notice shall be given or mailed to the President of the General Workers' Committee. During the period following the initial Company notice of layoff and a termination of this Agreement pursuant to any termination notice, the Company will discuss this matter with the Union for the purpose of determining ways and means of avoiding a layoff or lessening the effects on employees involved.
4. The Company and Union recognize that continued employment opportunities for bargaining unit personnel is directly linked to the plant's efficient, competitive and profitable operations. In the event, however, the Company considers that it is necessary to lay off employees, it will provide the Union with forty-five (45) days written notice. At the written request of the Union, the parties shall meet during such 45-day period for the following purposes:
 - a. The Company will inform the Union of the business reason(s) for any planned changes resulting in layoffs within the bargaining unit.
 - b. The Union may submit recommendations for minimizing or eliminating the need for the layoff, and the Company will consider adopting such recommendations, and respond to the Union appropriately within 14 days.
 - c. If the Company deems the layoff unavoidable, the Company will meet with the Union during the forty-five (45) day period, to discuss the effect of such reduction and will be prepared to negotiate on the following subjects for the affected employees:

- (i) Specific application of the demotion and layoff procedures.
 - (ii) Possibilities of continued employment at other Company facilities and/or operations; and if the Company determines such opportunities are available, it is understood that moving and relocation expenses appropriate to the circumstances are subject to negotiations.
 - (iii) Vocational retraining or out-placement assistance.
 - (iv) Benefit plan applications
5. Should disagreement arise over the intent and purpose of the discussions, the willingness of either party to continue the discussions, or any other provision listed above, the objecting party will provide the other party the opportunity to discuss, at a higher level in the International Union or the Company, the prospects of continuing the discussions. If the discussions are terminated by either party at the higher level, the layoff will be implemented.
6. This is not intended to reduce or otherwise limit the rights' of the parties contained elsewhere in the current collective bargaining agreement. Therefore, this issue shall not be subject to arbitration.

ARTICLE XXIV CHECK OFF

The Company shall check off Union dues when authorized by a regular, full-time employee as follows:

1. The Company shall check off Union dues for the duration of the present Agreement when authorized by the employee as follows:

Magellan Midstream Holdings, GP, LLC
Attn: Payroll
PO Box 22186
Tulsa, Oklahoma 74121-2186

I hereby authorize Magellan Midstream Holdings, GP, LLC, my employer, to deduct from my wages for the first pay period of each month hereafter, regular, monthly dues as designated by and submitted to the United Steel Workers International Secretary Treasurer, such deductions to continue for a period of one (1) year from the date hereof and for each year thereafter unless terminated by me on any anniversary date by prior written notice to the Company to that effect. I expressly reserve the right to cancel this authorization at any time after the termination of the present collective bargaining Agreement between my employer and the above-named Union.

Date
Name
Address

Provided that, in those states where a lesser period is provided for cancellation, the laws of such state shall apply.

2. USW-PEP CHECK-OFF AUTHORIZATION

I hereby authorize and direct Magellan Midstream Holdings, GP, LLC to deduct from my pay the amount of \$_____ each April and October, and to remit said amount immediately to the Financial Secretary of Local 348, as my voluntary contribution to USW-PEP. This authorization and my contribution are voluntarily made based on my specific understanding: that they are not conditions of membership in the Union or of employment by my Employer; that I may contribute more or less than any guideline amount suggested and I will not be favored or disadvantaged by the Union for doing so; that I may refuse to contribute without reprisal; and that USW-PEP, which is connected with USWIU and the USW-COPE, will use the money contributed for political purposes,

including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance. I also understand that my contributions to USW-PEP are authorized by USWIU on behalf of joint fund-raising efforts for USW-PEP and USW-COPE.

This authorization is a continuing authorization and shall remain in full force and effect unless and until specifically modified or revoked in writing by me.

I understand my contribution shall be deducted from the paycheck from which no dues are taken.

Date

(Signature)

(Print or Type Name of Employee)

(Social Security Number)

3. If the laws of any state of which an employee is a resident shall require a check-off authorization to be signed by the employee's husband or wife or require an authorization in a form other than set forth in Paragraph 1 of this Article, the Company shall not be obligated to deduct Union dues until the employee shall furnish an authorization in conformity with such state law.

ARTICLE XXV

STRIKES AND LOCKOUTS

1. There shall be no cessation of work through strikes, lockouts, or illegal activities during the term of this Agreement.
2. In the event of a strike or work stoppage not authorized or encouraged by the Union, the Union will not be charged with violating this agreement, provided the Union within twenty-four (24) hours after being given proper notice by the Company of such work stoppage shall in writing:
 - a. Advise the strikers that the work stoppage is unauthorized;
 - b. Exert its efforts to terminate such strike or work stoppage;
 - c. Ask the strikers to return to work; and
 - d. Point out that the employees in question are violating the contract; provided, further, that the Union will take no action to defend employees who refuse to return to work after the above steps are taken.
3. A layoff of employees for economic or other legitimate business reasons does not constitute a lockout.

ARTICLE XXVI MANAGEMENT RIGHTS

The Company retains the exclusive right to manage the business. All the rights, powers, functions and authority of the Company that it had prior to the time any Union became certified as the exclusive collective-bargaining representative of the employees of the Company and that are not abridged by specific provisions of this Agreement are retained by the Company. Among the rights that the Company specifically retains (although not intended as a complete list) are the rights to direct the work force; to plan, direct and control operations; to determine the means, methods, processes and schedules of operations; to establish and require employees to observe Company policies, rules and regulations; to hire, lay off or relieve employees from duties; and to maintain order and suspend, demote, discipline and discharge employees for just cause, so long as such rights are not exercised for the purpose of discriminating against any employee. Reference Joint Notes Summary for further clarification.

ARTICLE XXVII SEVERANCE PAY

1. An employee who is laid off by the Company or whose employment is severed through no fault of his/her own, other than retirement or disability under the Magellan Pension Plan for USW Employees or respective disability benefit plans shall be granted severance pay as follows:
 - a. For employees who choose to give up their rights to recall as referenced in Articles V, VII, and XXIII, severance benefits shall be a minimum of four (4) weeks of pay at his/her regularly scheduled hourly rate, exclusive of overtime or premium time, or one (1) week of pay for each one (1) full year of service up to a maximum of twenty-six (26) weeks.
 - b. Employees who choose to retain their recall rights are only eligible for a maximum of four (4) weeks of severance pay at his/her regularly scheduled hourly rate, exclusive of overtime or premium time.
2. The least senior employee impacted by a lay off and subsequent severance option has the first choice to accept lay off. In the event a senior employee of the same classification and location as the impacted employee would elect to assume layoff without recall rights in order for the least senior employee to be retained, management may consider this option upon the written request of the senior employee. In considering all such requests, management will employ the principles of seniority.

ARTICLE XXVIII

NOTICES

All notices required to be given hereunder shall be in writing and shall be deemed to be properly served if delivered in person or sent by registered mail addressed to the party for whom intended as follows:

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-
Industrial and Service Workers International Union.

60 Blvd. Of The Allies
Pittsburgh, PA 15222

Secretary-Treasurer Local 348
United Steel Workers International Union
P.O. Box 17-1052
Kansas City, KS 66117-1052
USW5348@sbglobal.net

Human Resources Business Partner
Magellan Midstream Holdings, GP, LLC
13424 West 98th Street
Lenexa, KS 66215

or at such other address as the parties hereto may designate in writing.

ARTICLE XXIX

NON-DISCRIMINATION

1. The Company and the Union agree that this Agreement shall be applied equally to all employees without regard to race, color, sex, religion, national origin or age, or disability as required by law.
2. The use of the masculine gender in any provisions of this Agreement shall not be deemed to indicate any distinction based on sex. Such use of a masculine gender shall be deemed to include the feminine gender wherever it is found.

ARTICLE XXX

BENEFITS

1. Bargaining unit employees under coverage of this Agreement shall be eligible to participate in the Magellan 401(k) defined contribution plan, the education reimbursement plan, and the slate of the Magellan welfare plans, as currently in effect, and as they may be amended from time to time by the Company, in its sole discretion, including:
 - a. Medical insurance coverage
 - b. Dental insurance coverage
 - c. Life and Accidental Death & Dismemberment (AD&D) benefits
 - d. Business Travel Accident insurance
 - e. Flexible Spending Accounts
 - f. Short-Term Disability (STD) benefits
 - g. Long-Term Disability (LTD) benefits
2. Bargaining unit employees under coverage of this Agreement shall continue eligibility in the Occupational Death Benefit, and the Magellan Pension Plan for USW Employees in lieu of the company pension plan available to non-represented employees.
3. In the event of a significant change to the overall slate of Magellan welfare benefits, the Union will be notified ninety (90) days before the changes are effective. The Company agrees to cooperate with the Union to conduct a search for a possible union recommendation for a replacement package of welfare benefits, if requested to do so. However, the final decision regarding benefits rests solely with the Company until the next contract negotiation.
4. Worker Compensation
 - a. When an employee collects workers' compensation payments while still getting paid by the company, payroll will offset the difference of base pay with the amount the employee receives by the worker compensation agency. The company, on the other hand, is obligated to deduct workers' compensation reimbursement from the employee's W-2 at the end of the year as it is non-taxable.
 - b. No worker compensation benefits will be paid for a period of lost time if the employee does not obtain medical treatment by a medical doctor, an osteopathic doctor, or by a chiropractor by the third day of such period. Evidence of such treatment shall be furnished on forms furnished by the Company.

ARTICLE XXXI

JOINT NOTES SUMMARY

The Joint Notes Summary is an extension of this contract for further clarification. This Summary document and all additional joint notes taken through the term of the contract will be reviewed prior to the end of each contract period to determine continued validity. Any additional historical joint notes that are not captured in the Joint Notes Summary will not have any force or effect. All joint notes pertaining to previous classifications that have been changed will apply to the new classifications. Any arbitration documentation will stand on its own merit for future reference, but will not be included as an extension of this contract.

ARTICLE XXXII

SUCCESSORSHIP

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

A third party successor company shall not be required to continue the existing employee benefits, but shall be entitled to establish a package of benefits for employees covered by the Collective Bargaining Agreement that are reasonably comparable in the aggregate. If requested by the Union, the successor company shall negotiate with the Union in good faith regarding these benefits. Should an agreement not be reached, the successor company may proceed with implementation of the proposed Benefits Plans and the Union will not have the right to strike.

However, if the parties are unable to reach an agreement on Benefit Plans, the successor company will have the option to waive the foregoing “reasonable comparable Benefits Plans in the aggregate” commitment and provide the Union with the option to strike the successor employer on Benefits Plans only by giving the successor company forty-five (45) days of notice within fifteen (15) days after the Union has been informed by the successor company that it is waiving the commitment for “reasonable comparable Benefits Plans in the aggregate”.

ARTICLE XXXIII
VALIDITY

1. The terms of this Agreement are subject to all valid applicable state and federal laws.
2. Should any part of this Agreement be held invalid by any court of competent jurisdiction, such holding shall in no manner invalidate the entire Agreement or any part thereof not directly affected by such holding.

IN WITNESS WHEREOF, this Agreement is executed this 14th day of April, 2022.

UNITED STEELWORKERS, AFL-CIO, AND LU 348

By Thomas Conway

President

John E. Shinn

Secretary Treasurer

David R. McCall

Vice President of Administration

Kevin Mapp

Vice President of Human Affairs

Emil Ramirez

District 11 Director

Robert Tripp

Staff Representative

UNITED STEEL WORKERS INTERNATIONAL UNION, LOCAL 348

By Christie Breedlove

President, General Workers' Committee

Lee Hodgins

Vice President, General Workers' Committee

Micheal Tanhoff

Member, General Workers' Committee

MAGELLAN MIDSTREAM HOLDINGS, GP, LLC
LABOR RELATIONS COMMITTEE

By Michael Pearson

Senior Vice President, Technical Services

Melanie Little

Senior Vice President, Operations

Jeff Myers

Director, Operations

Cody Annis

Manager, Operations

Jeremy Martin

Manager, Operations Control

Chris Matousek

Human Resources Business Partner

EXHIBIT A
MAGELLAN MIDSTREAM HOLDINGS, GP, LLC
UPGRADING AND DEMOTIONAL SCHEDULE

MAINLINE UNIT

Lead Welder
Welder
Truck Driver
Truck Driver/Pipeliners
Pipeliner and/or Damage Prevention Maintenance Operator, (DPMO)

STATION AND TERMINAL UNIT

Lead Operator
Operator

OPERATIONS CONTROL UNIT

Lead Controller, Mainline Operations
Controller, Mainline Operations

KANSAS CITY LABORATORY UNIT

Lab Technician

1. Lead Welder, Welder, Truck Driver, Truck Driver/Pipeliners and Damage Prevention Maintenance Operator (DPMO) classifications require specific skills and bidders must demonstrate their qualifications in accordance with the respective requirements before being awarded the job. Employees, other than DPMO, in mainline units shall be required to pass the Department of Transportation requirements for truck drivers.
2. An employee performing a Department of Transportation (DOT) covered task must be qualified in accordance with the Company's Operator Qualification plan, prior to performing any covered task.
3. Welder Specific Information
 - a. A bidder for a welding position can have up to 60 days from his/her reporting date to both qualify as API and ASME Section IX certified and to obtain a CDL while retaining either their old rate of pay or the welder rate of pay (whichever is less).
 - b. A welding position candidate from outside the bargaining unit can have up to 30 days from reporting date to qualify as API and ASME Section IX certified

and up to 60 days to obtain a CDL while receiving 85% of welders pay.

- c. Both internal and external welder candidates shall have up to 180 days to exhibit safe working habits and practices and develop a working knowledge of Company procedures. Continual failure to exhibit or develop these will result in disqualification.
- d. The welder automatically receives the lead welder rate of pay when the lead welder goes on vacation or assumes the responsibilities of the supervisor or is assigned elsewhere on a temporary basis.

4. Damage Prevention Maintenance Operator (DPMO) Specific Information

- a. Successful bidders for a DPMO position will be subject to a 180-day qualification period. They must be qualified in the following areas within the 180-day qualification period; ability to locate pipeline(s) for all applicable locating scenarios; use of an on-line One-Call system; ability to read and comprehend maps, alignment sheets, and legal descriptions; complete excavation and trenching training and be qualified as an OSHA defined "competent person"; trained and qualified in Department of Transportation (DOT) line marking requirements.
- b. Job expectations regarding communication skills, social interaction (interacting with people), stress management, conflict resolution, prioritization skills (organizational skills), and the ability to work independently, are defined in the DPMO job description and will be included in each job posting. Mandatory training for these subject areas will be required for all individuals in the DPMO position.
- c. Successful bidders will also, within the first 30 days, demonstrate general aptitude/competency regarding the skills and qualifications listed above.

5. Operations Control Progression Process

- a. There will be six consoles named: Consoles 1 & 4 = Group A; Consoles 2 & 3 = Group B; Consoles 7 & 9 = Group C.
- b. Individuals promoted into a Lead Controller position will be trained and qualified to work on at least the two (2) consoles in Group A, Group B, or Group C, and will be worked into the scheduled rotation in order to stay current on operational changes on both consoles. The Lead Controller will be assigned to a primary console.

- c. Controller, Mainline Operations = Level 1, Lead Controller = Level 2.
 - d. There will be a minimum of three (3) Lead Controllers per console, and will be a bid position, with a prerequisite that the candidate must currently hold the position of a qualified Mainline Controller.
 - e. The work schedule for the fifth Controller per console (relief person, split) will be modified to add more weekend coverage. The additional controller on weekends will assist with, but not be limited to answering the 800-720-2417 number, answering controller's phones when they are temporarily away from their console, and assist controllers in emergency situations.
 - f. The relief position (may be one of the allotted level 2 positions) will continue to be offered to the highest senior person per console annually.
 - g. Employees will have up to forty-five (45) working days/console to qualify at level 2 if moving from one group to the other.
 - h. Management will administer an Operations Control testing simulation (COBRA), in addition to a math aptitude assessment, during pre-employment testing to select or deselect any controller candidates who apply, or bid to transfer or promote into Operations Control.
 - i. Job expectations regarding communication skills, social interaction (interacting with people), stress management, conflict resolution, prioritization skills (organization skills), and the ability to work independently, are defined in the Controller, Mainline Operations job description and will be included in each job posting.
6. Kansas City Laboratory Specific Information
- a. Education Standard: Kansas City Lab Technicians must have (at minimum) a four (4) year degree from an accredited university or college with a major in a natural science with laboratory component (e.g., Physics, Astronomy, Chemistry, Biology, or Earth Sciences)
 - b. Leased Workers
 - (i.) Leased workers will be utilized by the Company to perform Bargaining Unit work during temporary periods of demand for testing services, including (but not limited to) the following: a) training, including that associated with testing program startup periods, b) overlapping holiday PTO for full-time and part-time employees, c) short-term and long-term disability, d) staffing vacancies; and, e) special projects.

(ii.) Under the leased staffing situations aforementioned, the Company at their sole discretion may employ as many as two (2) leased workers to perform seasonal or emergent Bargaining Unit work for a period not to exceed one hundred eighty (180) days. Any such positions in excess of two (2) and any period in excess of one hundred eighty (180) days for a specific leased worker, sought by the Company, will be subject to approval by a GWC Representative.

(iii.) The Company is not obligated to fill any vacancies.

c. Health & Safety

(i.) In addition to other Company safety programs that are relevant to laboratory operations, the laboratory will continue to operate in accordance with the Chemical Hygiene Plan (CHP) as required by OSHA standard 29 CFR 1910.1450 – Occupational Exposure to Hazardous Chemicals in Laboratories.

(ii.) In order to ensure the participation of the Employees in continuously improving the CHP and the general safety practices of the laboratory, the Company will annually convene a CHP Review Committee. The CHP Review Committee will be comprised of two laboratory Employees selected by the Union, a Company Safety Specialist (or his/her delegate), and the Company Laboratory Supervisor. The Company will consider recommendations of the CHP Review Committee as appropriate for annual revision of the CHP; however, the Company reserves the right to make changes to the CHP as necessary according to its interpretation of all applicable laws and regulations.

d. Paid Lunch: The scheduled shift of represented employees in the KC Lab will include a thirty (30) minute paid lunch.

e. The one hundred eighty (180) day qualifying period for a Lab Technician provides for a new hire rate at eighty-five (85) percent of the qualified rate, with the “qualifying rate” as the mid-rate between new hire and qualified rates, used at the sole discretion of management as a Lab Technician demonstrates progression towards qualification.

7. Mowing Specific Information

a. The Company may continue to contract out mowing at all locations where contractors are performing the work.

- b. The Company and Union agree that the mowing of dikes and firewalls at any location may be contracted to those with equipment to safely perform such work.
- c. See additional mowing related language in Article VIII-A, Paragraph 4.

EXHIBIT B

Once a new employee is qualified, the six (6) month time period required at each qualified level (Qualified I, Qualified II, Qualified III, etc) is not increased or decreased by bidding to a different job. "Qualifying time" when transferring or promoting to a different job, applies to the six (6) month timeframe for the current qualification level of the employee.

Employees transferring to a job at the same or lower job classification will transfer at the qualifying rate (eighty-five percent (85%) of the applicable qualified level of the transferring employee.) For example, a transferring employee at the Qualified I level will "qualify" at the New Hire rate of the new classification. A transferring employee currently at the Qualified VII rate will "qualify" at eighty-five percent (85%) of the Qualified VII new classification rate.) An individual is not eligible to transfer or promote to a higher qualified level in the progression table.

Employees promoting to a higher classification level (or transferring to a job at a higher hourly rate) will transfer at the qualified pay rate of the current classification, or at the qualifying rate of the new classification (whichever is higher.) The employee will transfer at their current qualified level (Qualified I, Qualified II, Qualified, III, etc), and once qualified, will be paid at the applicable position level.

Subject to the terms of the agreement, the following wage rates shall go into effect upon contract ratification, with annual increases to occur at the beginning of the pay period following the effective date of each anniversary thereof during the term of the Agreement.

MAGELLAN MIDSTREAM HOLDINGS, GP, LLC

HOURLY WAGE RATES

FEBRUARY 1, 2022 TO JANUARY 31, 2023

40-HOUR WEEK

Job Classification	New Hire	Qualified Level (I, II, III, IV, V, VI, VII, Sr)														
		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		
		Qualified I	Qualified II	Qualified III	Qualified IV	Qualified V	Qualified VI	Qualified VII	Qualified	Qualified	Qualified	Qualified	Qualified	Qualified	Qualified	Qualified
																Senior
Lead Controller, Mainline Ops*		\$39.22	\$41.45	\$43.70	\$45.93	\$48.15	\$50.40	\$52.63	\$54.88							
Controller, Mainline Ops	\$33.61	\$35.65	\$37.68	\$39.72	\$41.76	\$43.78	\$45.82	\$47.86	\$49.89							
Lead Welder																
Welder**	\$38.66	\$39.72	\$40.76	\$41.82	\$42.87	\$43.92	\$44.97	\$46.02	\$48.96							
Truck Driver	\$28.98	\$30.83	\$32.70	\$34.55	\$36.42	\$38.27	\$40.13	\$41.98	\$43.85							
Pipeliner	\$27.73	\$29.50	\$31.27	\$33.05	\$34.83	\$36.59	\$38.37	\$40.15	\$41.91							
Damage Prevention Maintenance Operator (DPMO)	\$27.73	\$29.50	\$31.27	\$33.05	\$34.83	\$36.59	\$38.37	\$40.15	\$41.91							
Lead Operator	\$29.78	\$31.70	\$33.62	\$35.55	\$37.48	\$39.40	\$41.33	\$43.24	\$45.18							
Operator	\$28.98	\$30.83	\$32.70	\$34.55	\$36.42	\$38.27	\$40.13	\$41.98	\$43.85							
Lab Technician***	\$28.25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A							

At least \$17.00/hr

Summer Leased Worker

MAGELLAN MIDSTREAM HOLDINGS, GP, LLC

HOURLY WAGE RATES

FEBRUARY 1, 2023 TO JANUARY 31, 2024

40-HOUR WEEK

Job Classification	New Hire	Qualified Level (I, II, III, IV, V, VI, VII, Sr)									
		For a		For a		For a		For a		For a	
		Qualified	mos	Qualified	mos	Qualified	mos	Qualified	mos	Qualified	mos
		For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos	For a period of 6 mos
		Qualified I	Qualified II	III	IV	Qualified V	VI	VII	Qualified	Senior	Qualified
Lead Controller, Mainline Ops*		\$40.39	\$42.69	\$45.01	\$47.31	\$49.60	\$51.91	\$54.21	\$56.52		
Controller, Mainline Ops	\$34.62	\$36.72	\$38.81	\$40.91	\$43.01	\$45.09	\$47.19	\$49.29	\$51.38		
Lead Welder									\$50.43		
Welder**	\$39.82	\$40.91	\$41.99	\$43.07	\$44.15	\$45.24	\$46.32	\$47.40	\$48.48		
Truck Driver	\$29.85	\$31.76	\$33.68	\$35.59	\$37.51	\$39.42	\$41.33	\$43.24	\$45.16		
Pipeliner	\$28.56	\$30.38	\$32.21	\$34.04	\$35.87	\$37.69	\$39.52	\$41.35	\$43.17		
Damage Prevention Maintenance Operator (DPMO)	\$28.56	\$30.38	\$32.21	\$34.04	\$35.87	\$37.69	\$39.52	\$41.35	\$43.17		
Lead Operator	\$30.67	\$32.65	\$34.63	\$36.61	\$38.61	\$40.58	\$42.57	\$44.54	\$46.54		
Operator	\$29.85	\$31.76	\$33.68	\$35.59	\$37.51	\$39.42	\$41.33	\$43.24	\$45.16		
Lab Technician***	\$29.09	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

At least \$17.50/hr

Summer Leased Worker

MAGELLAN MIDSTREAM HOLDINGS, GP, LLC
HOURLY WAGE RATES
FEBRUARY 1, 2024 TO JANUARY 31, 2025
40-HOUR WEEK

Job Classification	New Hire	Qualified Level (I, II, III, IV, V, VI, VII, Sr)														
		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos				
		Qualified I	Qualified II	Qualified III	Qualified IV	Qualified V	Qualified VI	Qualified VII	Qualified Senior							
Lead Controller, Mainline Ops*		\$41.60	\$43.98	\$46.36	\$48.73	\$51.09	\$53.47	\$55.84	\$58.22							
Controller, Mainline Ops	\$35.66	\$37.82	\$39.97	\$42.14	\$44.30	\$46.44	\$48.61	\$50.77	\$52.92							
Lead Welder																
Welder**	\$41.02	\$42.14	\$43.25	\$44.37	\$45.48	\$46.60	\$47.71	\$48.83	\$51.95							
Truck Driver	\$30.74	\$32.71	\$34.69	\$36.66	\$38.64	\$40.60	\$42.57	\$44.54	\$46.52							
Pipeliner	\$29.41	\$31.30	\$33.18	\$35.06	\$36.95	\$38.82	\$40.70	\$42.59	\$44.46							
Damage Prevention Maintenance Operator (DPMO)	\$29.41	\$31.30	\$33.18	\$35.06	\$36.95	\$38.82	\$40.70	\$42.59	\$44.46							
Lead Operator	\$31.59	\$33.63	\$35.67	\$37.71	\$39.77	\$41.80	\$43.84	\$45.88	\$47.93							
Operator	\$30.74	\$32.71	\$34.69	\$36.66	\$38.64	\$40.60	\$42.57	\$44.54	\$46.52							
Lab Technician***	\$29.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A							

At least \$18.00/hr

Summer Leased Worker

MAGELLAN MIDSTREAM HOLDINGS, GP, LLC
HOURLY WAGE RATES
FEBRUARY 1, 2025 TO JANUARY 31, 2026
40-HOUR WEEK

Job Classification	New Hire	Qualified Level (I, II, III, IV, V, VI, VII, Sr)									
		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos		For a period of 6 mos	
		Qualified I	Qualified II	Qualified III	Qualified IV	Qualified V	Qualified VI	Qualified VII	Qualified Senior	Qualified Senior	Qualified Senior
Lead Controller, Mainline Ops*		\$43.06	\$45.51	\$47.98	\$50.43	\$52.88	\$55.34	\$57.79	\$60.26		
Controller, Mainline Ops	\$36.90	\$39.14	\$41.37	\$43.61	\$45.85	\$48.07	\$50.31	\$52.55	\$54.78		
Lead Welder									\$53.76		
Welder**	\$42.45	\$43.61	\$44.76	\$45.92	\$47.07	\$48.23	\$49.37	\$50.53	\$53.76		
Truck Driver	\$31.82	\$33.85	\$35.90	\$37.94	\$39.99	\$42.03	\$44.06	\$46.10	\$48.15		
Pipeliner	\$30.44	\$32.39	\$34.34	\$36.29	\$38.24	\$40.18	\$42.13	\$44.09	\$46.02		
Damage Prevention Maintenance Operator (DPMO)	\$30.44	\$32.39	\$34.34	\$36.29	\$38.24	\$40.18	\$42.13	\$44.09	\$46.02		
Lead Operator	\$32.70	\$34.81	\$36.92	\$39.03	\$41.16	\$43.26	\$45.38	\$47.48	\$49.61		
Operator	\$31.82	\$33.85	\$35.90	\$37.94	\$39.99	\$42.03	\$44.06	\$46.10	\$48.15		
Lab Technician***	\$31.01	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

At least \$18.50/hr

Summer Leased Worker

Please note: All footnotes will apply for the duration of this contract.

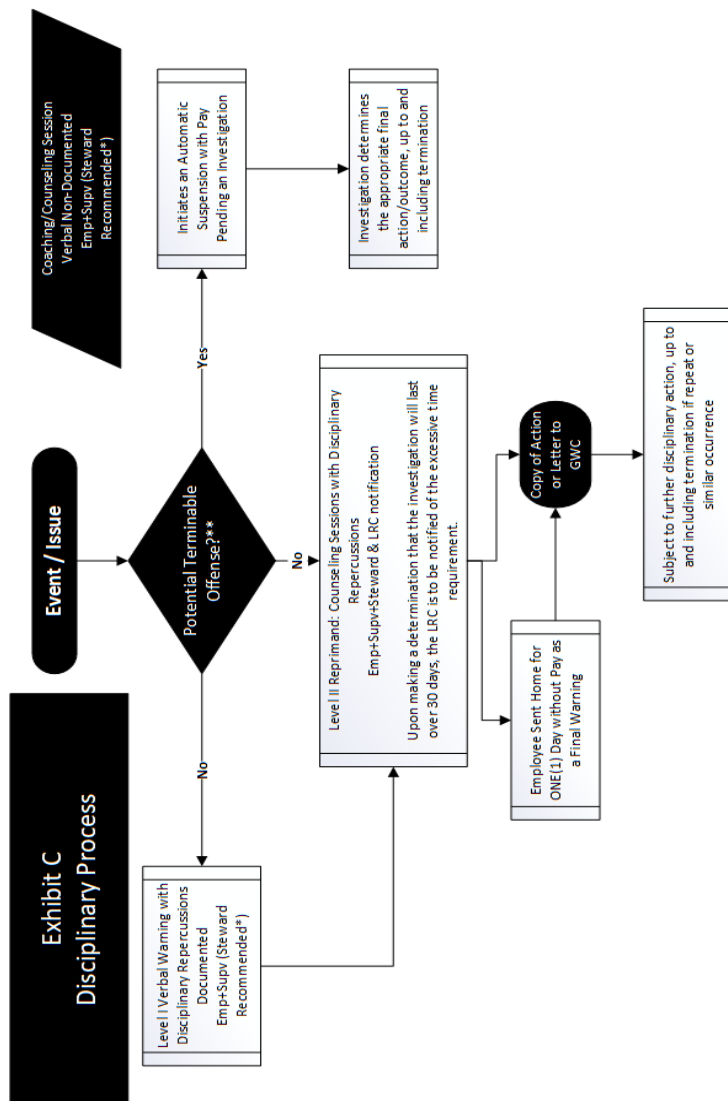
- * Lead Controller, Mainline Operations rate of pay will maintain a 10% differential above the Controller, Mainline Operations rate.
- ** New Welder hires will be placed subject to relevant industrial experience, with placement at Qualified Sr upon final qualification. The rate for “Qualified Sr” Welder will be the same as “Qualified Sr” Lead Welder.
- *** Upon qualification, the Lab Tech will promote to the Senior wage rate. See Exhibit A, Par 6e regarding use of a qualifying pay rate.

When the Company finds it necessary to operate unmanned or non-automated stations temporarily, the Lead Operator rate will be paid regardless if the unit is diesel, electric, or turbine.

Annual Incentive Program (AIP)

The Company fully expects and intends to continue the Annual Incentive Program (AIP). The Company reserves the right at any time, and from time to time, to amend, in whole or in part, any and/or all the provisions of the program. Decisions regarding amendment of all or part of the provisions of any of the aforementioned will be communicated to the GWC as soon as possible to enable them to determine whether or not the Union wishes to continue participation.

EXHIBIT C



Note:

* It is the responsibility of the employee to request representation. If Steward is not available on a timely basis or not acceptable to the employee, the employee may choose other representation if desired.

** It is understood that in some instances, a day off without pay will not apply if the employee's actions were severe enough to warrant immediate termination.

ADDENDUM 1

1. **TERM OF AGREEMENT:** February 1, 2022 through January 31, 2026.
2. **WAGES:**

Effective February 1, 2022, all hourly wage rates will be increased 2.5% rounded to the nearest cent.

Effective February 1, 2023, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

Effective February 1, 2024, all hourly wage rates will be increased 3.0% rounded to the nearest cent.

Effective February 1, 2025, all hourly wage rates will be increased 3.5% rounded to the nearest cent.
3. **HEALTH CARE:** The Company renews and extends its current commitments that the Company's contributions toward premiums for the Magellan medical plan for active employees will be based on an employer contribution rate of 80% of the premium and an employee contribution rate of 20% of that premium.
4. **NO RETROGRESSION:** The Company agrees to renew the letter agreements on layoff notice, plant closure, rate retention, national health insurance, health and safety, successorship, and job security where such letter agreements exist.
5. **RATIFICATION BONUS:** A ratification bonus of two thousand five hundred dollars (\$2500) less applicable tax withholdings will be payable within 30 days of ratification of this agreement.

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