

JOINT NOTES SUMMARY INDEX

JOINT NOTES SUMMARY	1
INDEX	1
JOINT NOTES SUMMARY	2
MAINLINE DUTIES	2
OPERATIONAL DUTIES	2
1990 11/29 <i>Maintenance Duties Breakdown (Operations)</i>	2
2004 7/13 <i>Bargaining Unit Work – Q Grade Tests</i>	2
SUPERVISOR ENCROACHMENT	2
CONTRACTOR ENCROACHMENT	3
WORK ASSIGNMENTS	3
2004 11/30 <i>Fire Extinguisher Inspection - Des Moines</i>	3
2006 10/31 <i>Cleaning of the Fractionator – Des Moines, Ia</i>	3
2007 2/27 <i>Communication of Asset Integrity Projects</i>	3
OVERTIME	4
2004 7/13 <i>Scheduling to Offset Overtime</i>	4
TWELVE HOUR SHIFT OPTIONS	4
UTILIZATION OF THE HALF-TIME OVERTIME PAY CODE	5
SHIFT SWAPPING/EXCHANGES	6
MANAGEMENT USE OF "TRAINING RATES", COMPANY RELOCATION	6
1997 9/10 <i>Repayment of Advances When Moving from Salaried to</i>	7
& 12/10 <i>Hourly Payroll</i>	7
LOCATION RELIEF (OPERATIONS)	7
1983 2/2 <i>Relief</i>	7
1992 12/2 <i>Vacation Relief at Other Locations</i>	7
CALL OUTS AND CALL LISTS	7
HOLIDAY TIME CODING	7
SHIFT DIFFERENTIAL	8
BENEFITS	9
WELDER UPGRADE AND PAY	9
EXHIBIT A	10
DESIGNATED OPERATOR/TECHNICIAN DUTIES	10

JOINT NOTES SUMMARY

MAINLINE DUTIES

- 1987 7/18 The Company agreed that any reference to Line Patrol Foreman (now titled Coordinator, Operations and Maintenance, or COM duties be limited to the main line unit only.
- 2000 4/11 Coordinator, Operations and Maintenance (COM) should not perform both a supervisor role and a COM role simultaneously. Previous agreements prevent COMs from supervising non M/L employees within the boundaries of the station or terminals.
- 2002 8/13 Line locates on covered lines should first be offered to either a qualified bargaining unit employee within the immediate area (DPMO, crew member, operator) or a COM. If none of those personnel are available, management may use any qualified individual to respond to the locate request.

OPERATIONAL DUTIES

- 2002 4/9 Non-bargaining unit employees are allowed to train and complete bargaining unit operator work, so long as the non-bargaining unit employee is being directly supervised by the bargaining unit operator and not taking work away or encroaching on work identified as bargaining unit work.

1990 11/29 **MAINTENANCE DUTIES BREAKDOWN (OPERATIONS)**

A final list of the breakdown and separation of Operator and technician duties was compiled and agreed upon. Updated 11/2018 (See EXHIBIT A)

2004 7/13 **BARGAINING UNIT WORK – Q GRADE TESTS**

Bargaining unit employees at West Tulsa, Des Moines, and Minneapolis who currently perform tests, will also complete all QC tests for Q grade on equipment that already exists at these locations. This will include completing and signing the certificate of analysis. This certificate records the test data and certifies that the product meets specifications. Locations that don't have testing equipment will send samples to the Central Lab or one of the hub locations listed above for testing. QCR's will continue to be allowed to retest on test samples or perform tests when bargaining unit operators are not available.

SUPERVISOR ENCROACHMENT

- 1990 8/22 A supervisor may perform routine testing at covered locations only after an operator cannot be called out or placed on overtime, or in an emergency situation.
- 1988 4/15 Sampling and testing of contaminated product that originates at an hourly paid manned terminal is hourly paid work.

1982 4/21 A technician or supervisor may pump a sump sufficiently to clear a lockout. Follow up would be performed by calling in an hourly employee. Fuel oil set-off and any other general maintenance would be performed as hourly employees are available.

CONTRACTOR ENCROACHMENT

1988 11/2 &
1993 3/3 (Mainline) Maintenance crews will be used on right of way duties when available and contractors will only be used on an as-needed basis. It is appropriate for contractors to perform initial right of way clearing and Maintenance Crew employees should be utilized to maintain rights of way.

1985 7/17 (Operations) Company agreed that contractor should not have opened and/or closed mainline and in-station valves. This work should have been assigned to employees who normally do this work.

1991 11/20 (Operations) It was agreed that taking a line out of or into service would be handled thus: as long as M/L unit is running, it's hourly work whether taking it out of service or placing it back into service. This DOES NOT apply once it has been turned over to the contractor and they can refill or pressure while the line is out of service.

WORK ASSIGNMENTS

2004 11/30 FIRE EXTINGUISHER INSPECTION - DES MOINES

If there are no local regulations governing the inspection of fire extinguishers at the Des Moines, IA Complex, the Company agrees to continue using bargaining unit personnel to comply with the NFPA Standards for the monthly and annual inspection of un-pressurized/handheld extinguishers at this facility.

2006 10/31 CLEANING OF THE FRACTIONATOR – DES MOINES, IA

The supervisor will determine the means to complete the activities involved in the cleaning of the fractionator (i.e., cleaning of the condenser, tube bundles, washing of the fractionator skid, etc). For example, union represented employees (crew or location staff) and/or contractors will be used based on availability or priority of work to be accomplished and this will be communicated to the work unit as soon as practically possible.

2007 2/27 COMMUNICATION OF ASSET INTEGRITY PROJECTS

The following summarizes an arbitration ruling and agreement reached between the Union and Management:

The arbitrator is of the conclusion that the totality of the evidence presented warrants a granting of Grievances to the extent that the "Team," including the supervision of these various Asset Integrity Crews and/or Maintenance Crews, be approached and afforded an

explanation regarding upcoming projects and ascertain whether it can reasonable perform these projects prior to them being contracted out.

The ultimate decision, in conjunction with the availability of the Crews, must be left with management under the Management Rights Provision. In other words, the employees must be afforded at least an opportunity to hear about the projects in conjunction with supervision relative to timeframe, costs and availability in the discussion relative to whether these matters can in fact be performed by them.

Compliance with this award and the right of first refusal provision referenced in the award is achieved when information is provided to some, if not all, members of each respective Crew as information regarding Asset Integrity projects becomes available to the Asset Integrity Supervisor(s). Compliance with this award is also achieved when these discussions are held with the intent of informing Crew members of available projects while retaining the Supervisor's right to select the projects and/or direct the work force.

OVERTIME

2004 7/13 SCHEDULING TO OFFSET OVERTIME

An employee is not expected to take a day off in his/her scheduled work week to offset overtime.

EXAMPLE: An employee on his/her day off is contacted and told their schedule has been changed to work that night and is then instructed to take the following day off. This is compensated as outlined in Article XVI, Par 5 if the employee was provided with less than twenty-three (23) hours of notice. Otherwise the change in schedule is acceptable and does not result in additional compensation.

If, however, an employee is simply called to come into work that night and then told the next day to take time off later in the week to off-set the hours worked, this is changing the schedule to off-set overtime and is not allowed. In this case, the employee would be compensated at one and one-half (1-1/2) times their regular rate for the hours worked the night they were called in and at their regular rate for the originally scheduled hours of work.

- 2013 3/7** A safety concern is recognized regarding offering overtime with a priority on fatigue as opposed to first offering to the person lowest on overtime, as is the possibility that a person not working could be otherwise engaged in an activity that could also create fatigue. The LRC recommends asking the employee lowest on OT if they are capable of coming in when called. The employee needs to take into account the number of days in a row worked and other non-work activities when responding. If the employee is not capable, mark the OT log as a turn down and move to the next available employee. Employee fatigue guidance as noted in Control Room Management (CRM) will apply once on shift.

TWELVE HOUR SHIFT OPTIONS

- 1996 4/10** Twelve-hour shift rotations that include one or more weeks per cycle in excess of 40 hours per week will produce "built-in" overtime. The intent of the 1993 Labor Agreement was to offset the cost of the built-in overtime by eliminating shift differential. Under the terms of

the 1996 Labor Agreement, wages continue to increase while there is no change in shift differential. The amendment to Article XXI provides employees and supervision at locations considering twelve (12) hour shifts the latitude to design schedules which, to the extent practicable, make the economic consideration neutral (i.e. minimal deviation from compensation which would be paid if normal eight (8) hour shift rotations are utilized).

Factors which drive this potential “over” or “under” compensating employees are the number of employees in a rotation, the number of rotations per year, rates of pay, and rates of shift differential. Possible solutions may range from reinstating shift differential (at the standard rate) to an additional day off per year. Many other possible solutions to minimizing "over or under" compensation exist and are best determined on a location basis. All schedules other than standard eight (8) hour shifts are to be reviewed and approved by the GWC and the location supervisor.

UTILIZATION OF THE HALF-TIME OVERTIME PAY CODE

The following provides an example of the appropriate use of the half-time pay code (OTX) in the event a holiday falls at the beginning or end of a “built in overtime” week for employees regularly scheduled to work a twelve hour shift. (Examples follow)

Example 1: Holidays worked during a twelve hour shift on the overtime week may require a half-time payment if the holiday worked falls at the end of the work week resulting in excess of forty (40) hours worked in the week, maintaining an equalization of pay over the course of the year.

	<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Total hours paid</u>
Total hours worked	12	12	12	12 (H)	
Total hours paid	12	12	12	30	66
(Converted to straight time)					
Add half time OT hours				+8.(OTX) =	<u>4</u>
Total “straight time” hours paid					<u>70</u>

Example 2: If the holiday worked during an overtime week falls during the first half of the week, the half-time payment will not apply.

	<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Total hours paid</u>
Total hours worked	12 (H)	12	12	12	
Total hours paid	30	12	12	4	58
(Converted to straight time)					
Day 4 eight (8) hours of overtime (1.5 X regular hours)				12	<u>12</u>
Total “straight time” hours paid					<u>70</u>

SHIFT SWAPPING/EXCHANGES

1996 4/10 A. Persons exchanging on an 8 or 10-hour schedule must complete the swap within a 40-hour workweek. Due to federal wage and hour restrictions, work in excess of 40 hours *is* considered overtime. Agreement to swap shifts which creates an overtime situation in a forty (40) hour week will not be allowed. Agreement to swap shifts that create a double-back situation shall negate such double-back payment. (Example to follow)

	S	M	T	W	Th	F	S
Schedule A	E	E	O	O	D	D	D
Schedule B	O	D	D	D	D	D	O

"A" wants Monday evening off, "B" agrees to switch.

Schedule A	E	D	O	O	D	D	D
Schedule B	O	E	D	D	D	D	O

Both "A" and "B" have unpaid double-backs: "A" on Sunday - Monday and "B" on Monday - Tuesday. However, both still have 40 hours.

B. Persons exchanging on 12-hour shifts should complete the swap within the same work week. An exception to this may occur in the difference between a thirty-six (36) hour and a forty-eight (48) hour workweek, provided the swap creates no more overtime than the regularly scheduled overtime.

	S	M	T	W	Th	F	S	
Week 1 A	12	12	0	0	0	12	12	48 hrs
Week 1 B	0	0	12	12	12	0	0	36 hrs
Week 2 A	0	0	12	12	12	0	0	36 hrs
Week 2 B	12	12	0	0	0	12	12	48 hrs

"A" wants Monday off in his/her 48-hour week. "B" agrees to work it. "A" now has a 36-hour week and "B" a 48. The next week (Week 2) "A", works one of "B's" 12-hour shifts so "A" still gets a 48-hour week and "B" drops back to 36. Their totals for the two-week period remains at 84 hours so there is no difference in total hours worked.

MANAGEMENT USE OF "TRAINING RATES", COMPANY RELOCATION

2001 8/7 Clarification and agreement was reached regarding management's right to determine the appropriate hiring rate, potential hiring bonus, and relocation package to attract experienced candidates to Magellan Midstream Holdings. Once a candidate accepts employment, he/she then becomes an employee covered by the collective bargaining agreement and is bound to the terms agreed upon in the contract. Management may utilize the precedent set with Welders to hire experienced external candidates at the qualifying rate as opposed to the entry-level rate. This determination, with management discretion, may apply to all experienced candidates who are extended an offer of employment to one of the classifications covered by the collective bargaining agreement.

1997 9/10 & 12/10 REPAYMENT OF ADVANCES WHEN MOVING FROM SALARIED TO HOURLY PAYROLL

The bargaining unit payroll is currently paid two weeks in arrears of the current pay period. An advance of \$1,500 is recommended with up to ten (10) months to repay. To reduce any severe, immediate consequences from moving to hourly from a non-hourly position, the Payroll department will arrange a repayment to be spread over twenty (20) pay periods.

LOCATION RELIEF (OPERATIONS)

1993 12/8 The Company agreed to make the practice of assigning bargaining unit personnel to relieve non-Union personnel at non-covered locations a voluntary assignment during "normal" work weeks while investigating with appropriate supervisors alternate staffing and scheduling options.

1983 2/2 RELIEF

Personnel from non-covered locations may not be used to provide relief at covered locations.

1992 12/2 VACATION RELIEF AT OTHER LOCATIONS

Employees who work in a position specifically designed to provide relief for certain locations shall not be forced to schedule his/her vacation with other locations in which a relief person has been designated to furnish relief for certain other locations. In the event of conflict, the location supervisor(s) should contact the Manager, Operations and a solution will be worked out by using outside relief or, as a last resort, filling the vacancy with a supervisor. (The supervisor will need to meet OQ qualifications.)

CALL OUTS AND CALL LISTS

1989 2/1 Employees who are called to work outside their normal schedule will be informed of the anticipated time required for the call-out. It is not the Company's intent to avoid payment of call out time by holding an employee over beyond the original purpose of the call out. Unexpected circumstances may require that an employee work longer than originally told.

HOLIDAY TIME CODING

2005 3/29 The following are examples to reflect proper timesheet entry for shift workers when holidays fall on the weekend:

- a. Employees regularly scheduled to work shift work 24/7 – observe holidays on the actual holiday. For example, if Christmas Day falls on Sunday and the Company observes the holidays on Friday, December 23 and Monday, December 26, the following should be recorded: Christmas holidays should be recorded as December 24 and December 25. If not scheduled to work on those days, record eight (8) hours as holiday not worked. Likewise, any hours worked on December 23 or December 26 (identified by the company as observed holidays) would be recorded as standard hours (not holiday hours at a premium rate.)

- b. Employees who do not work scheduled hours on weekends (mainline unit employees OR shift workers who are only scheduled during M-F shifts) – should recognize holidays as designated by the Company holiday schedule found on the Company Intranet.
- c. Employees who, during the holiday week, work any schedule that does not fall into the above categories (i.e., scheduled to work Tuesday – Saturday, or any other schedule including Saturday hours) – observe holidays on the actual holiday. See the explanation in “a” above. In this case, if only one employee is scheduled for the holiday week to work on a weekend, they may be the only individual at their work location to observe the actual holidays while all others observe the holidays as designated by the Company holiday schedule found on the Company Intranet.

SHIFT DIFFERENTIAL

1996 4/10 There is no shift differential when an employee is consistently scheduled for 5, eight-hour non-rotational day shifts (0800-1600). If the schedule is changed to 4, 10 hour shifts (0600-1600 or 0800-1800), there is still no shift differential since the employee went from a straight day shift to working hours between 0600 and 1800. The following examples refer ONLY to employees who do not work a rotational shift schedule.

1. If an employee is scheduled for ten (10) hour days with no built-in overtime for the week and any part of the shift falls outside 0600 hours-1800 hours, the employee is eligible for shift differential for those hours outside of the normal day shift.
2. Employee is scheduled to work 0600-1400, 5 days a week, This offers 2 hours of shift differential (0600-0800). The schedule changes to four, ten-hour days (0600- 1600). The employee is still eligible for the same 2 hours shift differential since both the original schedule and the current schedule are outside normal day shift hours.

2005 11/1 All employees regularly scheduled to work twelve (12) – hour shift rotations, as provided for in Article XIII, will follow these consistent steps regarding the coding of shift differential:

- a. Regularly scheduled 12-hour shift rotations that include “built-in overtime” are NOT eligible for shift differential, regardless of whether the individual is in training or is qualified.
- b. With the exception of “built-in overtime”, shift differential will be paid to employees working overtime outside of the “built-in overtime” schedule. Applicable shift differential codes should be added ONLY when a “12-hour” shift employee is working hours outside of the “built-in overtime” schedule.
- c. Since 12-hour shifts have not been identified as eligible for shift differential in Article XXI, par 1-2, time coded should reflect either evening differential for applicable hours between 4PM and midnight, or night differential for applicable hours between midnight and 8AM.

BENEFITS

- 2012 4/11** ERISA impact of pension or 401(k) retirement distribution during the first year of layoff due to position elimination. An employee's decision to return to work after making a retirement distribution from either fund could result in significant tax consequences to the employee as well as jeopardizing the status of the Company's retirement plans. All such decisions should therefore be carefully thought out and discussed with the employee's financial/tax advisor and appropriate company subject matter experts.

WELDER UPGRADE AND PAY

- 1998 12/2** It is agreed to make upgrade pay uniform by only paying upgrade pay when Welders weld on jurisdictional piping that requires Non-Destructive Testing (NDT), (i.e., X-ray, Hydro, Mag particle, Dye penetrant) work.

UNION REPRESENTATION DURING DISCIPLINARY ACTION

- 2017 9/27** The Company and GWC have differing views regarding the responsibility for union representation during disciplinary meetings. The Company contends that the intent of the note in Exhibit C of the collective bargaining agreement is for the employee to choose if they desire to have representation available at such meetings. If so, notify supervision. The Union contends the Note calls for representation to be present for any disciplinary action beyond Level One, due to the potential for precedent setting, and implications for employees not in the meetings. Accordingly, the Union contends the steward should be notified of impending Level Two actions, so that representation can be arranged. The Company does not agree that it is obligated to notify the steward, but the employee may ask for union representation if desired.

EXHIBIT A
DESIGNATED OPERATOR/TECHNICIAN DUTIES

As a Result of Eliminating the Maintenizer Classification in 1991

Updated January, 2022

	<u>Operator Duties</u>	<u>Technician Duties</u>
1. Calibrate rack meters every six months or as needed.	X	
2. Inspect, maintain and calibrate additive pumps.	X	
3. Perform thermometer accuracy checks.	X	
4. Perform computerized rack probe accuracy checks.	X	
5. Retrieve and ship product and water samples.	X	
6. Perform inspection and cleaning of transformers and control centers.		X
7. Overhaul main line meters once per year or as needed.		X
8. Change out turbine meters.	X	
9. Maintain rack operators and equipment.	X	
10. Implement computerized upgrades.		X
11. Overhaul additive pumps and equipment.		X
12. Maintain sump system.	X	
13. Repair sump pumps and motors.		X
14. Maintain rack loading and relief lines, including pop-offs.	X	
15. Maintain and repair electric gate (Technician will handle electrical).	X	
16. Change air filters on the computer.	X	
17. Maintain and repair interface equipment.		X
18. Maintain valves.	X	
19. Repair and overhaul valves.		X
20. Maintain and repair motor operators on valves.		X
21. Maintain low voltage electrical equipment.		X
22. Perform general repair of mechanical equipment.	X	
23. Maintain tank gauges.	X	
24. Repair tank gauge system.		X
25. Maintain mowing equipment.	X	
26. Maintain portable pumps.	X	
27. Test high level alarms.	X	
28. Change tank pump (Technician will handle electrical).	X	
29. Maintain and adjust set stop/visible register.	X	
30. Assist Maintenance Crew and Technician personnel.	X	