

## MEMORANDUM OF 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

April 14, 2022

IT IS AGREED by and between the negotiating committee representing the employees and the bargaining unit and the negotiating representatives of Magellan Midstream Holdings, GP, LLC (Magellan) that the following settlement of issues shall be presented to the employees in the bargaining unit by Local Union No. 348, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW) and to the Company by its representatives.

1. Notice of approval of this settlement by each party shall be communicated to the other party on or before May 20, 2022 or the memorandum shall have no effect.
2. The changes to the current Agreement negotiated between the Company and the bargaining unit shall be in the form of the Agreement hereto included and marked Attachment I and II (such Agreement being hereinafter referred to as The Agreement), if approved by the bargaining unit and Magellan Midstream Holdings, GP, LLC. If approved, the Agreement, when signed shall be retroactively effective as of 12:01 a.m., February 1, 2022.

## ATTACHMENT I

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 (\$2,500) less applicable tax withholdings will be payable within 30 days of ratification of this Agreement.

ATTACHMENT II  
AMENDMENTS TO ARTICLES

PREAMBLE

- A. The Preamble shall be amended by deleting the date “August 1, 2019” and substituting therefore the following: “April 14, 2022.”

ARTICLE II

- A. TERM OF AGREEMENT: February 1, 2022 through January 31, 2026.

ARTICLE III

- A. Paragraph 2, Northern Area, is amended to now read as follows: “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.”

ARTICLE VI

- A. Paragraph 4, sentence 1 shall be amended to read: “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.”
- B. Paragraph 5, sentence 2 shall be amended to read: “Candidates with relevant industrial experience may be hired at one of the qualified rates higher than the new hire rate with Director level approval.”
- C. Paragraph 6, sentence 1 shall be amended to read: “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 the date of award, unless such job is discontinued or he/she is displaced from it by an employee under the demotional procedure.”.
- D. Paragraph 9 has multiple subparagraphs. Replace the words “Summer leased workers” with “Summer workers”.

ARTICLE VII

- A. Move the second Paragraph under 2c, to become the second paragraph under 2a.
- B. Paragraph 2c will be amended in its entirety to read: “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 open 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.”

- C. Paragraph 4, sentence 1 shall be amended to read: “In addition to the option in paragraph 3 above, the employee as described in 2(a) above, may select options offered sequentially as follows:”
- D. Paragraph 4d, the following language will be removed “If Option IV presents no possibilities:”
- E. Paragraph 4e, remove “Option V - A regular, full-time employee whose job has been discontinued or who has been displaced and is unable to displace any other employee in accordance with Options I through IV above, due to insufficient seniority may, if his/her seniority is adequate, displace the least senior employee in the system whose duties he/she has sufficient fitness and ability to perform and whose job he/she is eligible to bid and be awarded.”
- F. Paragraph 5, replace “twenty (120)” with “eighty (180)”. Add a new sentence to read: “This paragraph applies if overall headcount in a particular classification is decreased at a facility, and is restored within one hundred eighty (180) days.”
- G. Add a new sentence to Paragraph 6 to read: “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.”

#### ARTICLE VIII-A

- A. Unless noted below, remove the work “Leased” from this entire Article, to reflect “Summer Workers.”
- B. Paragraph 1, sentences 3 and 4 shall be amended to read: “During this period, 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.”
- C. Paragraph 2 will be amended in its entirety to read: “Duties will be subject to the Company Summer Worker Program. Wage rates will be no less than the Summer Rate reflected in Exhibit B.”

#### ARTICLE XVI

- A. Paragraph 7 remove the sentence: “(See Joint Note Summary for examples.)”

#### ARTICLE XIX

- A. Paragraph 6, add a new paragraph 6(f) to read: “Paid Parental Leave”

## ARTICLE XXIII

- A. Paragraph 2 remove from the first sentence: “, plus one (1) week for each full year of service, if fifteen (15) years or more,”
- B. Paragraph 3 will be amended in its entirety to read: “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, 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.”
- C. Paragraphs 4 and 4(c), all references of “ninety (90) day(s)” to now read “forty-five (45) days.”

## ARTICLE XXXIII

- A. Update all names of committee members to reflect current negotiations team on both sides. Add appropriate names for USW below:

“IN WITNESS WHEREOF, this Agreement is executed this 14<sup>th</sup> day of April, 2022.

UNITED STEELWORKERS, AFL-CIO, AND LU 348

By (s) Thomas Conway, President  
(s) John E Shinn, Secretary-Treasurer  
(s) David R. McCall, Vice President of Administration  
(s) Kevin Mapp, Vice President of Human Affairs  
(s) Emil Ramirez, District 11 Director  
(s) Robert Tripp, Staff Representative

United Steel Workers International Union, Local 348

By (s) Christie Breedlove, President, General Workers’ Committee  
(s) Lee Hodgins, Vice President, General Workers’ Committee  
(s) Micheal Tanhoff, General Workers’ Committee

Magellan Midstream Holdings, GP, LLC Labor Relations Committee

By (s) Melanie Little, Senior Vice President, Operations  
(s) Michael Pearson, Senior Vice President, Technical Services  
(s) Jeff Myers, Director, Operations  
(s) Cody Annis, Manager, Operations  
(s) Jeremy Martin, Manager, Operations Control  
(s) Chris Matousek, Human Resources Business Partner”

EXHIBIT A

- A. Paragraph 5a will be amended in its entirety to read: “There will be six consoles named: Consoles 1 & 4 = Group A; Consoles 2 & 3 = Group B; Consoles 7 & 9 = Group C.”
- B. Paragraph 5b, add “, or Group C” after “Group B”.
- C. Add a new Paragraph 5(i) to read: “
  - 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.””

EXHIBIT B

- A. Delete the first paragraph of Exhibit B narrative.
- B. Remove the first sentence from the second paragraph of Exhibit B narrative.
- C. Change the first sentence of the third paragraph of Exhibit B narrative to read: “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.)” Remove references to the year “2019”.
- D. Change all wage rates, dates of coverage, and job classifications to read as follows:

**“EXHIBIT B**

(Spreadsheet detail to insert here)

- A. Add a new sentence after the second footnote to read:
  - \*\* “The rate for Qualified Sr Welder will be the same as Qualified Sr Lead Welder.”

EXHIBIT C

- A. Update Visio chart for Disciplinary Process to print in black ink for better visibility.
- B. Move the “Note:” section to a new page following the Disciplinary Process Chart. The first sentence begins with one asterisk. Begin the second sentence in the Note section with two asterisks.

## ADDENDUM 1

A. Delete current Addendum 1 and replace with reference to the following applicable terms of the NOB pattern:"

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2. WAGES:

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5. RATIFICATION BONUS: A ratification bonus of two thousand five hundred dollars (\$2,500) less applicable tax withholdings will be payable within 30 days of ratification of this Agreement.

ADDITIONAL AGREEMENTS

- A. The Union and Company agree to work together to increase awareness of EAP availability and services, through Labor Committee Joint Notes, or other avenues throughout the term of the contract.
- B. The Union and Company agree that the only changes to the Joint Note Summary document is to change the cover page effective date to 2022, and Exhibit A reflecting "Updated April, 2022."

Agreed to and accepted this 14th day of April, 2022.

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

Magellan Midstream Holdings, GP, LLC

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Robert Tripp  
Staff Representative

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Jeff Myers  
Director, Operations

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Christie Breedlove  
President, General Workers Committee  
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Cody Annis  
Manager, Operations

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Lee Hodgins  
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Manager, Operations Control

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Micheal Tanhoff  
Member, General Workers Committee

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Chris Matousek  
Human Resources Business Partner