

AGREEMENT

between

KINDER MORGAN, INC.

and

USW

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION ON BEHALF OF
ITS LOCAL # 1999-31**

**Effective March 27, 2017 to
March 26, 2022**

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ARTICLE 1. RECOGNITION

Section 1.1. Agreement. This Agreement by and between Kinder Morgan, Inc. hereinafter the “Company” and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of its Local 1999-31 hereinafter referred to as “Union” for the Company’s employees identified in Section 1.2.

Section 1.2. Included and Excluded Employees. The Company recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time production and maintenance workers employed at the Company’s Terminal, located at 2500 North Tibbs Avenue, Indianapolis, Indiana, but excluding office & clerical employees, temporary workers, contractor employees, professionals, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2. MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion as follows:

- A. To establish quality and production standards, job descriptions, and the evaluation of job performance;
- B. To establish any department, operation or service and to otherwise generally manage the Company;
- C. To determine when overtime will be worked and by whom;
- D. To determine what classifications are appropriate to accomplish the existing workload including the right to add new classifications or modify, combine or delete existing classifications. The Company shall determine what duties shall be performed by any classification. In the event a new classification is established, the Company will bargain the wage rate with the Union;
- E. To assign duties or tasks to employees, and absent a reasonable health or safety consideration, no employee may refuse to perform any duty or task assigned to him/her;
- F. To determine the number of employees to be employed;
- G. To hire employees, determine their qualifications consistent with this Agreement and assign and direct their work;
- H. To promote based on qualifications, demote, discipline, discharge, transfer, lay off, recall to work employees;
- I. To implement processes to improve the efficiency of operations;

- J. To determine the personnel, methods, means, and facilities by which operations are conducted, including the right to use non-bargaining unit employees when bargaining unit employees are not readily available to meet customer needs;
- K. To set the starting and quitting times and the numbers of hours and shifts to be worked and otherwise determine work schedules;
- L. To determine the services to be rendered;
- M. To contract out any work when it has bona fide business reasons to do so, after having offered the work to available qualified employees;
- N. To close down, sell, transfer, relocate or move the Company's operations or any part thereof provided it negotiates upon request from the Union concerning the effects thereof;
- O. To expand, reduce, alter, combine, transfer, assign, or cease any job, classification, position, department, operation or service provided it negotiates upon request from the Union concerning the effects thereof;
- P. To add, remove, control and regulate the machinery, facilities, equipment and other property of the Company;
- Q. To introduce new or improved methods of production, service, technology, distribution, and maintenance including materials, machinery and equipment;
- R. To determine the number, location and operation of departments, divisions and other units of the Company;
- S. To issue, amend, revise, suspend and terminate policies, rules, regulations and practices and take corrective action to enforce such policies, rules, regulations and practices including drug and alcohol and safety rules and policies. Corrective action includes the right to reprimand, suspend, discharge or otherwise discipline employees for proper cause.

The Company's failure to exercise any right shall not be considered a waiver of the Company's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3. UNION MEMBERSHIP AND CHECKOFF

Section 3.1. Membership in the Union. Each Employee who, on the effective date is a member of the Union and each Employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each Employee who is not a member of the Union on the effective date and each Employee who is hired thereafter shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date, whichever is later, acquire and maintain membership in the Union.

The above provision shall only be implemented to the extent permitted by State or Federal Law.

Section 3.2. Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each Employee who would be required to acquire or maintain membership in the Union if the provision in Section 1 above could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date, whichever is later, to pay to the Union each month a service charge as a contribution towards the Union's collective bargaining representative expenses. The amount of the service charge, including an initiation fee if applicable, shall be as designated by the Union's International Secretary-Treasurer.

Wherever Section 1 or 2 above is applicable:

- a. The Company will check off monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary checkoff authorization cards. The Company shall remit monthly any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of USW Form R-115 or its equivalent.
- b. The Union will be notified of the amount transmitted for each employee (including the hours and earnings used in the calculation of such amount) and the reason for non-transmission such as in the case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, or insufficient earnings.
- c. The Union's International Secretary-Treasurer shall notify the Company in writing of any employee who is in violation of any provision of Section 1 or 2.
- d. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions.

The above provisions shall only be implemented to the extent permitted by State or Federal law.

ARTICLE 4. NO STRIKES AND NO LOCKOUTS

Section 4.1. No Strike. The Union agrees that during the term of this Agreement, neither the Union, nor any of its members, officers, stewards, agents or representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the Kinder Morgan Terminals for any reason or because of any dispute between the Company and the Union or any of the Company's employees, or in sympathy with any Union or employees or with any other individual or group.

Section 4.2. No Lockouts. The Company agrees that it will not cause, permit or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 5. NON-DISCRIMINATION

Section 5.1. No Discrimination. The Company and the Union agree there shall be no discrimination or harassment against any employee because of his/her race, color, religion, pregnancy, sex, sexual orientation, gender identity, national origin, age, marital status, disability, genetic information, military or veteran status, citizenship status, or other protected category, or in violation of any applicable state law. Harassment against any employee, visitor, supplier, customer or agent of the Company will not be tolerated and shall be cause for discipline up to and including termination of employment.

The use of the male or female gender nouns or pronouns in this Agreement is not intended to describe any specific employee or groups of employees, but is intended to refer to all employees regardless of sex.

Section 5.2. Interpretation. This Article shall be interpreted in accordance with applicable laws and the Employer's Harassment Prevention Policy and Equal Employment Opportunity Policy.

Section 5.3. Reasonable Accommodation and Light Duty. In the administration of this Contract, the Company shall provide reasonable accommodation to qualified individuals with a disability and to employees based upon religious tenets. The Company shall determine the need for and extent of such accommodation and shall be in accordance with the requirements and interpretations of the Americans with Disabilities Act Amendment Act of 2008 and Title VII of the Civil Rights Act of 1964, and consistent with provisions of this Agreement.

In order to return employees to work after an injury or illness as soon as possible, the Company may, at its discretion, require employees to perform available light or modified duty work when medically released, with restrictions. If there is a dispute as to an employee's medical condition, including his ability to perform certain duties under this section, the Company may require the employee to be evaluated by a physician selected by the Company. In the event there is a dispute between the employee's treating physician and the Company's physician, an independent medical exam shall be performed by a physician who will be selected by the Company's physician and the employee's treating physician.

Section 5.4. Remedy by Arbitrator. An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay and benefits to a prevailing grievant and has no authority to award compensatory, punitive or monetary damages other than back pay.

ARTICLE 6. GRIEVANCE AND ARBITRATION

Section 6.1. Grievance. A grievance is any dispute or complaint involving the interpretation or application of specific provisions of this Agreement. Grievances shall be processed and resolved as provided in this Article.

Section 6.2. Grievance Steps. Employees and the Terminal Supervision will attempt to resolve problems informally. Upon request Union designated Representative(s) shall be present.

Step 1: If a dispute cannot be resolved informally and the employee wishes to pursue the issue, the Union on behalf of the Employee shall submit the grievance in writing to the Terminal Manager, on a form provided by the Union, within 15 days following the day on which the incident which gave rise to the grievance occurred. The Terminal Manager and Human Resources Representative will meet with the employee and his union representative within 10 days following receipt of the grievance and will provide a written response to the grievance within 5 days following the meeting. Such written response shall be provided to the Unit President and the aggrieved Employee.

Step 2: If the grievance is not resolved in Step 1, the Union may, within 10 days of receipt of the Company's written response, request a Step 2 Grievance Meeting with the Director, Operations and the Director, Human Resources. The Director, Operations and the Director, Human Resources, or their designated representatives, will meet with the Unit President and International Staff Representative of the Union or their designee, at a mutually agreed upon time and location to discuss the grievance. Within 10 days following the meeting, the Company will provide a written response to the grievance. Such written response shall be provided to the Unit President and the International Staff Representative of the Union.

Step 3: Arbitration. The adjustment, settlement or appeal to arbitration of any grievance advanced to step two (2) shall be the responsibility of the International Representative of the Union or their designee. If a grievance has not been resolved in Step 2, the Union may appeal it to arbitration within 30 days after receipt of the 2nd Step answer. The arbitrator shall be mutually agreed to by the Company and the Union. If the parties cannot agree to an arbitrator, the arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall strike names alternately, and the parties shall strike names alternately and rotate who strikes first from case to case. Each party shall have the right to strike the entire panel of arbitrators once. The parties shall follow the rules of FMCS. The decision of the arbitrator shall be final and binding on the parties. The expenses of arbitration shall be borne equally by the parties. In rendering his decision, the arbitrator shall not add to, subtract from, modify, or amend any provisions of this Agreement. The arbitrator shall render a written decision within 30 days after receipt of the parties' briefs or 30 days from the conclusion of the hearing if no briefs are filed by the parties.

Section 6.3. Time Limits in Grievance and Arbitration. Time limits under this Article are calendar days. Time limits may be extended by written mutual agreement of the parties. If a grievance is not filed within the time provided in Step 1, then the grievance will be dismissed without any necessary action on the part of the Company. If the Company fails to answer a grievance at any step, it shall be granted in favor of the aggrieved employee as requested. Any grievance dismissed and/or granted in accordance with this section shall not be used to set precedence.

Section 6.4. Grievance Meetings and Arbitration Attendance. Grievance meetings will be held at times mutually agreeable to the Company and the Union. Terminal employees that attend any meeting involving a grievance filed in accordance with the Agreement shall be compensated by the Company, this provision excludes Arbitration. Each party is responsible for the payment of its representatives, witnesses, and attendees whose attendance is reasonably necessary during an Arbitration Hearing. The expenses of arbitration shall be borne equally by the parties; however, each party shall be responsible for the expense and compensation of its representatives, witnesses and attendees.

The adjustment, settlement or appeal to arbitration of any grievance advanced to step three (3) shall be the responsibility of the International Representative or his designee.

ARTICLE 7. SENIORITY

Section 7.1. Seniority. Seniority is the total period of time for which an employee has been employed by the Company since the most recent date of hire. In the event two or more employees have the same seniority date, the employee with the earlier birth date in the year shall have greater seniority.

Section 7.2. Probationary Period. Employees shall be on probation for their first 120 days worked. Absences will not count toward the 120 work day period. If the employee is terminated at any time during this probationary period, such termination shall not be subject to the grievance or arbitration provisions of this Agreement. The Company may extend the probation period by 120 days. After completion of the probationary period, the employee's seniority shall date back to his first day of employment.

Section 7.3. Filling Positions.

- a. The Company shall have the exclusive right to determine when or if positions / vacancies are to be filled. When filling permanent vacancies, they will be filled from among qualified employees on the basis of skill and ability, or on the basis of seniority where skill and ability of two or more employees are relatively equal. When there are no qualified employees, the Company may fill that position as it sees fit.

When filling a permanent vacancy in a classification, such vacancy shall be posted for three (3) working days during which period employees may submit bids during the period of posting. Such notice shall set for the duties of the job classification, rate of pay and the expiration of the posting time.

- b. In the event the Company creates a new classification the following will apply:

The Company will post a notice of a vacancy in a new classification for three (3) working days. Employees may submit bids during the period of posting. Such notice shall set for the duties of the job classification, rate of pay and the expiration of the posting time. When filling vacancies in a new classification, they will be filled from among qualified employees on the basis of skill and ability, or on the basis of seniority where skill and ability of two or more employees are relatively equal. When there are no qualified employees, the Company may fill that position as it sees fit.

- c. In the event there is a temporary vacancy in a classification due to a regular full-time employee's absence due to a worker's compensation injury/illness, personal injury/illness or other leave of absence the Company may employ a temporary employee during the regular full-time employee's absence. Such temporary employee will be entitled to the rate of pay in this agreement and after six (6) months all other benefits of this agreement that they would qualify for under the agreement.

Section 7.4. Layoff From Reduction In The Workforce And Recall. In the event it is necessary to reduce the work force, employees shall be laid off in reverse order of seniority, provided the senior employee has the skill and ability to perform the remaining work. When skill and ability are equal, the employee with less seniority will be laid off first. Employees laid off will be recalled in reverse order (last employee laid off will be the first employee recalled), provided they have the skill and ability to perform the work to be done.

In the event a non-probationary employee is laid off because of a reduction of force for a period not to exceed 24 months from date of layoff, he is eligible for recall to fill a vacancy provided he has the skill and ability, to perform the work. He must return to work within 3 working days after notice is delivered by the Company.

Laid off employees are responsible for providing in writing, and keeping updated in writing, contact information to which recall notice could be communicated: mailing address, phone number, email address.

Section 7.5. Termination of Seniority. Continuous service shall be broken and the employment relationship terminated in the following situations:

- A. Voluntarily leaving the employ of the Company (including retirement).
- B. Discharge for proper cause.
- C. Failure to report to work within three (3) calendar days after date of written notice of recall to work after a layoff, given by the Company by registered mail, and addressed to the employee at his last address appearing on the records of the Company. Failure on the part of any employee to keep the Company informed of this correct address relieves the Company of all responsibility regarding notification under this paragraph.
- D. Layoff exceeding 24 months.
- E. Disability leave of absence for more than 24 months. Before an employee's seniority and employment is terminated under this Article, the employee may provide the Company with adequate medical documentation if he/she wishes to return to work. Upon submission of the medical documentation, the Company will evaluate the employee's medical restrictions, if any, and determine if the employee can return to work with or without a reasonable accommodation.
- F. The employee, based on skills and performance, fails to be able to satisfactorily meet the requirements of the essential functions of the classification after an adequate training period.
- G. Absence from work for 3 consecutive work days without having properly notified the Company, unless satisfactory documentation for not notifying management is provided upon the employee's return to work.
- H. Working on a regular or temporary basis while on leave of absence without permission of the Company.

Section 7.6. Seniority Lists. The Company will annually furnish the Union with the seniority list of employees covered by this Agreement. The list shall be considered accurate unless challenged within 30 calendar days after receipt by the Union.

ARTICLE 8. SUBSTANCE ABUSE

The Company and Union are vitally concerned with the safety, health and well-being of all employees, the safe and reliable performance of Company work, and the best interests of our customers and local community. The presence and use of illegal drugs or abuse of alcohol in the workplace is not compatible with these goals and will not be tolerated by either the Company or the Union. The Company and Union agree to fully cooperate in maintaining a drug and alcohol free workplace and a workplace, which employees do not report for work under the influence of drugs or alcohol.

To that end, employees will be subject to the Company's "Drugs and Alcohol in the Workplace" policy including any changes or amendments to that policy. The policy includes a zero tolerance provision in which employees will be terminated if they test positive for drugs or alcohol. In the event changes occur in federal or state law regarding drug or alcohol testing or the coverage of the law changes affecting employees in the bargaining unit, the parties agree to fully conform to any such changes.

ARTICLE 9. HOURS OF WORK AND OVERTIME

Section 9.1. Work Week. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours or work per day or days of work per week. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours or work per day or days of work per week. The presently constituted work week shall commence with the start of the first scheduled shift on Sunday and shall end with the end of last scheduled shift on the following Saturday. The presently constituted work day shall consist of a twenty-four (24) hour period commencing at 6:00 a.m. For purposes of this Agreement, holidays and Sundays shall also be the twenty-four (24) hour period commencing at 6:00 a.m.

Section 9.2. Pay Periods. The Company will pay employees bi-weekly by direct deposit, unless prohibited by state law. Employees will be paid current, with overtime and exception pay paid in arrears. The presently constituted Pay Period shall commence with the start of the first scheduled shift on Sunday and shall end with the end of the last scheduled shift on the second succeeding Saturday.

Section 9.3. Overtime Pay. The Company will determine when overtime work is to be performed and assigned by low hours. All work in excess of forty (40) hours in any work week will be paid at 1 ½ times the employee's regular rate. Hours paid but not worked for Holidays, Vacation and Jury Duty will count toward overtime. There shall be no pyramiding of overtime pay.

Section 9.4. Reporting Pay. An employee reporting for work, at the employee's scheduled shift starting time, shall be furnished four (4) hours of work or pay at the employees regular rate at management's discretion. In the event of an emergency beyond the control of the Company, which prevents the operation of the facilities or any of its departments, or breakdown of any major equipment which affects the ability of an employee to work, the Company shall not be required to comply with the reporting provisions of this Agreement.

Section 9.5. An employee notified not to report to work at least two (2) hours prior to their scheduled start time, shall not be eligible for reporting pay.

Section 9.6. Call-Out Pay. An employee who is off duty and is called by the Company and reports for work outside his regular schedule shall receive not less than four (4) hours pay at one and one half (1 ½) times his regular rate. If the call-out extends into the workday, then only hours worked prior to the scheduled start time count as call-out hours. If an employee is able to perform the needed work without going to the work site, the employee will receive pay for the actual time worked.

Section 9.7. Meal Allowance.

- (a) Any hourly employee required to work two (2) hour or more in excess of their regularly scheduled hours on a regularly scheduled workday shall receive ten dollars (\$10.00) as a meal allowance. If the employee is required to work four and one-half (4-1/2) hours beyond their regular schedule on a regularly scheduled workday, the employee shall receive an additional ten dollars (\$10.00) meal allowance.
- (b) Any hourly employee required to work six (6) hours or more on a call-out day on which the employee is not regularly scheduled to work, and they did not receive at least four (4) hours' notice before their reporting time, shall receive ten dollars (\$10.00) as a meal allowance.
- (c) Employees are only eligible for the above meal allowance if the Company does not provide a meal.

Section 9.8. In the event an employee actually works seven (7) consecutive days in a work week, the employee shall be paid double (2) the straight time rate for all hours worked on the seventh day. For this section only, Holidays, Vacation, STD and Jury Duty will not count as actual work.

ARTICLE 10. JOB CLASSIFICATIONS AND WAGES

Section 10.1. Wages

Classification	Current	Upon Ratification	3/27/2018	3/27/2019	3/27/2020	3/27/2021
Terminal Operator	\$34.63	\$2,000	\$1,500	\$1,500	.75 \$750	.75 \$500

New-Hire Wage progression

Classification	Probationary Period	1st Year	2nd Year	3rd Year
Terminal Operator	85% of Classification	90% of classification	95% of classification	100% of classification

New employees or salaried employees transferred into an hourly classification will be paid in accordance with the New-Hire Wage progression. The Company may at its discretion start a new or transferred employee at the 1st, 2nd and 3rd year rate of progression based on their qualifications and experience.

Section 10.2. Shift Differential. If you work a fixed second shift you will receive a shift differential of seventy-five cents (\$.75) per hour. If you work a fixed third shift you will receive a shift differential of one dollar and fifty cents (\$1.50) per hour.

Upon the expiration of this collective bargaining agreement, the Employer's obligation to provide increases shall terminate, and no future wage increases will occur unless specifically agreed in writing by the parties.

Section 10.3. Summer Help. The Company shall have the right to hire summer helpers from May 1 to September 1 each year. Summer helpers shall not be eligible for any benefits under this Agreement. The Company shall have the right to determine the wage rate for summer helpers. Summer helper's duties will include general labor (i.e. painting, housekeeping, moving and ground keeping). Any employee on temporary layoff will be offered the opportunity to fill a summer help position at the wage rate before his temporary layoff.

ARTICLE 11. HEALTH AND WELFARE

The following Company benefit Plans and Policies are provided to employees during the term of this Agreement in the same manner as provided to Terminals Group non-union employees, including any changes in plans or premium rates that apply to non-union employees. In the event the Company makes significant changes that directly impact the employees covered under the Plan, the Company shall give the Union thirty (30) days advance notice of the proposed changes and meet with the Union to explain the changes.

- a) Medical Plan including prescription drug programs
- b) Dental Plan
- c) Vision Plan
- d) Health Care and Dependent Care reimbursement accounts (Flexible Spending and Health Spending Accounts).
- e) Basic Group Life Insurance Plan, AD&D and Business Travel Accident Insurance
- f) Optional AD&D and Optional Life Insurance which can be purchased by employees
- g) The Kinder Morgan, Inc. Savings Plan 401(k)
- h) Employee Assistance Program (EAP)
- i) The Kinder Morgan, Inc. Retirement Plan
- j) Short Term Disability (STD) and Long Term Disability (LTD) Plans. Employees will have no waiting period before STD benefits begin as long as they provide a Doctor's note.
- k) Tuition Reimbursement Policy
- l) Employee Recognition Policy
- m) Kinder Morgan Retiree Medical Plan (non-subsidized).
- n) Payment upon Separation from Employment Policy
- o) Employee Stock Purchase Plan (ESPP)
- p) Kinder Morgan Leave as defined in the Approved Time Off and Leave of Absence Policy revised on 01/01/2016.

In the event local, state or federal law or Executive order requires employers to provide a minimum number of paid leave hours for specific reason, such as illness or family situation, to the extent permitted by law, all legally required leave will run concurrently with Company-provided leave. The provisions of this Agreement concerning applicable paid leave, vacation and benefits

provisions count toward the minimum requirement of such laws. If the law does not permit the leave to run concurrently with Company-provided leave, the legally required leave, whether paid or unpaid, must be used and exhausted first before accessing Company-provided leave.

ARTICLE 12. HOLIDAY

Section 12.1. Ten (10) holidays will be observed each year. Employee will observe the same 10 designated Kinder Morgan Corporate holidays. The Company shall post the holiday schedule to be observed prior to the year in which the holidays will be observed.

Section 12.2. For each holiday observed, an employee shall receive, as pay for such holiday, the regular straight time rate for eight (8) hours.

Section 12.3. An employee who works on an observed holiday, as defined in section 12.1, shall receive, in addition to the holiday pay provided for in Section 12.2 of this Article, one and one-half (1-1/2) time the straight time rate for such hours worked.

Section 12.4. For the purpose of computing overtime pay for work in excess of forty (40) hours in a week in which a holiday occurs, only those hours regularly scheduled on the holiday for which the employee received holiday pay shall be counted as hours worked.

Section 12.5. Rotating shift employees will observe holidays on the calendar days on which the holidays fall. For employees working Non-Rotating shifts holidays falling on Sunday will be observed on the following Monday and holidays falling on Saturday will be observed on the preceding Friday. In no case will an employee receive holiday pay for both days covered by a single holiday nor will any employee be considered as being covered on both such days for any other application of the provisions of Article 12.

ARTICLE 13. VACATION

Section 13.1. Vacation Scheduling. All eligible employees accrue vacation depending on the length of time they have been employed with the Company, which may include adjusted service with a previous employer through a merger or acquisition. The accrual schedule below shows accrual rates for full-time employees.

<u>Length of Continuous Service</u>	<u>Vacation Hours Accrued Per Month</u>	<u>Vacation Hours Accrued on Annual Basis</u>
Less than 12 months	6.66 hours per month	80 hours per year

12 months - 9 years	10.00 hours per month	120 hours per year
10 years - 19 years	13.33 hours per month	160 hours per year
20 + years	16.66 hours per month	200 hours per year

Except during the first full year of employment as noted below, vacation accrual begins January 1, of each calendar year. An individual who has a 10 or 20 year anniversary will start accruing vacation at the higher level on January 1, in that same calendar year. Employees must complete 12 months of service before they are eligible to accrue vacation at the rate of 10 hours per month.

Vacation time is awarded the last day of the month. An employee must be hired on or before the 15th day of the month to accrue time for that month. Vacation pay is computed on the employee's base rate of pay. Vacation hours paid but not worked shall be counted for the purpose of calculating weekly overtime pay.

Employees may carry over up to 40 hours of accrued vacation to the next calendar year.

Upon termination, an employee will be paid for any unused, accrued vacation

Section 13.2. Vacation Scheduling. A calendar will be distributed by management beginning on or before January 1 on which employees, by seniority, will indicate their selection of vacation weeks. Each employee will have seven (7) calendar days following receipt of the calendar to indicate his selection. Following seven (7) calendar days of receiving the calendar, the next employee, by seniority, will indicate his selection of vacation weeks. Any employee who fails to make his selection of vacation weeks within seven (7) calendar days of receiving the calendar will go to the bottom of the seniority list for purposes of selecting vacation weeks. This procedure will be followed until all employees, by seniority, have made their selection.

Employees requesting two (2) or more consecutive weeks of vacation, may be granted with Management approval. A week of vacation is defined as seven (7) consecutive calendar days. Vacation hours will be paid equal with the number of hours scheduled for that shift.

The selection process should be completed on or before February 1st.

Section 13.3. Single Day Vacation. Single Day vacation can consist of one (1) or two (2) or three (3) days at a time. Single day vacation is vacation that is not scheduled as provided for in Section 13.2 and subject to the following:

- A. Requests for single day vacation shall be made no later than the Monday of the week prior to the week in which the vacation day(s) would occur.
- B. All requests for single day vacation will be made in writing to the employee's immediate supervisor.
- C. No reason will be required by supervision from the employee for such a request.
- D. All requests will be honored on a "first come" basis; however, where requests are received in the same day, seniority will prevail.

E. Management will not be required to grant single day vacation under this provision where it will change or detrimentally affect the terminal operating conditions or crew strength requirements.

ARTICLE 14. SAFETY

Section 14.1. Safety Policies and Procedures. The Company will maintain policies, procedures, and practices for the health and safety of its employees as required by applicable law. In some cases the Company may establish health and safety policies, procedures, and practices that exceed the requirements of applicable law. The Company and the employees represented by this Agreement commit to cooperate on all matters pertaining to health and safety. The employees represented by this Agreement agree to support and comply with the safety policies, procedures and practices established by the Company. Employees are required wear PPE, and it is every employee's responsibility to immediately report every accident to the shift Supervisor or to the Terminal Manager. Failure to comply with this requirement to immediately report all accidents will be grounds for disciplinary action.

Section 14.2. Safety Equipment. Employees are required to use health and safety equipment, which includes Company provided uniforms, in accordance with Company policies, procedures and practices. Any health and safety equipment required by the Company will be provided to employees without charge by the Company. A.N.S.I. approved personal protective safety boots and A.N.S.I. approved prescription safety glasses, for employees who require prescription glasses, will be purchased by the employee and, employees who have completed their probationary period will be reimbursed at the current reimbursement rate, so long as the employee follows the Company's reimbursement policy. During the term of this Contract, the reimbursement rate for safety boots is up to \$200 annually. The Company shall provide one pair of prescription safety glasses with fixed sides, every 2 years.

Employees will take reasonable care of equipment, protective clothing, such as gloves, protective footwear and glasses and uniforms. If such equipment is damaged and no longer usable, it will be returned to and be replaced by the Company at no cost to the employee. Lost equipment will be replaced at the employee's expense.

Uniforms are not the personal property of employees and will be returned when replaced or upon the employee's leaving employment with the Company.

Section 14.3. Safety Committee. A terminal safety committee will be recognized to advise management concerning health and safety matters. The safety committee will consist of a minimum of 1 bargaining unit employee, appointed by the Union and 1 management employee.

The employee health and safety committee has no authority to:

- A. Change Company health and safety policies, procedures or practices;
- B. Conduct health and safety inspections that are not authorized by the Company; or
- C. Report violations of an applicable law or regulation to the authority with jurisdiction as an agent of the Company. Employees have certain rights under applicable state and federal

health and safety laws and regulations to file a complaint or report unsafe conditions. These rights do not extend to reporting violations as an agent of the Company.

Health and safety work done by a member of the employee health and safety committee must be conducted on Company time with the advance permission of the Terminal Manager.

Section 14.4. Enforcement of Provisions. Any violations of the terms and provisions of this Article shall subject an employee to disciplinary action, including discharge.

Section 14.5. Physical Examinations. The Company may require employees to submit to physical examinations as allowed by law or regulation.

ARTICLE 15. TWIC

U.S. Transportation Security Administration – Transportation Worker Identification Credential (TWIC): The Transportation Security Administration (TSA) requires workers at facilities subject to the Maritime Transportation Security Act and regulated by the U.S. Coast Guard to obtain a Transportation Worker Identification Credential (TWIC). The TWIC is an ID and access card that workers must have in order to have unescorted access at these facilities.

In the event that the Company becomes subject to the provisions of this regulation, employees will be required to obtain and maintain a Transportation Worker Identification Credential (TWIC) as a condition of employment. The Company will pay the cost of the TWIC. However, any employee who voluntarily leaves the Company's employment within 6 months of obtaining the TWIC will be required to repay this amount. A lost TWIC must be replaced at the employee's expense.

Any employee who was hired before February 1, 2016, who is unable to obtain a TWIC for any reason may, if he has enough seniority, exercise seniority and perform work in any area which work regularly occurs on a daily basis and which management identifies as non-TWIC work area. Any employee hired after February 1, 2016, who is unable to obtain and maintain a TWIC for any reason will not have access to the terminal work site(s), will be disqualified from employment, and his/her employment will be terminated.

ARTICLE 16. DURATION AND SCOPE OF THE AGREEMENT

Section 16.1. Duration. This Agreement shall become effective immediately upon ratification by the Union's membership and shall continue in full force and effect through March 27, 2022. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other not later than 60 days before expiration of this Agreement.

Section 16.2. Totality of Agreement. This Agreement contains all the provisions agreed to between the Company and the Union concerning wages, hours and other terms and conditions of employment. All prior agreements, understandings, past practices, including those written and signed by the Company and the Union, that are in conflict with this agreement shall terminate

upon the effective date of this Agreement. No understandings, undertakings, past practices, amendments or modifications of this Agreement shall be valid unless it is agreed to by the Company and the Union, reduced to writing and properly signed by both parties. Prior Agreements, understandings, and past practices existing during the ownership of the Company's facility by BP Products North America, Inc. will not be referred to by either party.

Section 16.3. Mid-Term Bargaining. Upon written agreement by the parties, any Article of this Agreement may be reopened for permissive bargaining during its term. The written notice should include the specific provisions of the contract to be negotiated. In the event of mid-term negotiations, the provisions of Article 4 (no strikes / no lockouts) will remain in effect.

Section 16.4. Invalidity of Agreement. If any terms of this Agreement are declared invalid by any Court or by reason of existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any portion of this Agreement is declared invalid, the parties shall bargain as soon as practicable for the purpose of resolving any conflict that arose out of any judicial or legislative action.

Section 16.5. Notice of Termination to the Company. Written notice as required by this Article, shall be sufficiently served by the Union upon the Company when such notice is addressed to, sent by certified mail, return receipt requested and delivered to the Vice President Human Resources, and a duplicate of such notice to the Terminal Manager, or to other address as the Company shall furnish, in writing, to the Union:

Vice President of Human Resources
Kinder Morgan, Inc.
1001 Louisiana Street
Suite 1000
Houston, TX 77002

Terminal Manager
KM Phoenix - Indianapolis
2500 North Tibbs Avenue
Indianapolis, IN 46222

Section 16.6. Notice of Termination to the Union. Written notice shall be sufficiently served by the Company upon the Union when such notice is addressed to, sent by certified mail, return receipt requested, and delivered to the District Director, and a duplicate of such notice to the Sub-District Director, or to other address as the Union shall furnish, in writing, to the Company:

District Director
1301 Texas St
Room 200
Gary, IN 46402

Sub-District Director
9402 Uptown Drive
Suite 600
Indianapolis, IN 46256

ARTICLE 17. AGREEMENT

This Agreement is effective March 27, 2017 and includes all terms with respect to wages, hours, and general working conditions between the Company and the Union.

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION ON
BEHALF OF ITS LOCAL # 1999-31

For Kinder Morgan G.P. Services Co., Inc.

/s/
Leo Gerard
International President

/s/
Cindy Grimes
Vice President, Human Resources

/s/
Thomas Conway
International Vice President of Administration

/s/
Judy Archer
Director, Human Resources

/s/
Fred Redmond
International Vice President of Human Affairs

/s/
Rick A. Seaman
Director, Operations

/s/
Stan Johnson
International Secretary-Treasurer

/s/
Donald A. Alexander
Manager, Terminal

/s/
Michael Millsap
District-7 Director

/s/
Cecilia Montanez
Human Resources Representative

/s/
Wayne A. Dale
Sub-District Director

/s/
James C. Adcock
Staff Representative

/s/
Kelly Ray Hugunin
Local Union Representative

/s/
Edward Boswell
Unit President

/s/
Dennis Reddick
Unit Vice President