

AGREEMENT ON NPLA / NDPA DEMARCATION

This Agreement on Demarcation under the National Pipe Line Agreement and the National Distribution Pipeline Agreement (the “Demarcation Agreement”) is hereby executed and agreed to on November 5, 2021 by the Pipe Line Contractors Association (“PLCA”), the Distribution Contractors Association (“DCA”), and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (“United Association”) (collectively the “Parties”).

1. The PLCA and the United Association are the parties to the National Pipe Line Agreement, inclusive of all attachments thereto (“NPLA”). The scope of work falling under the coverage of the NPLA is set out therein including but not limited to in Article I. The PLCA and the United Association agree that the final and binding Demarcation Standard in Section 4 below shall be made part of the NPLA as if set out in full therein.
2. The DCA and the United Association are the parties to the National Distribution Pipeline Agreement, inclusive of all attachments thereto (“NDPA”). The scope of work falling under the coverage of the NDPA is set out therein including but not limited to in Article I. The DCA and the United Association agree that the final and binding Demarcation Standard in Section 4 below shall be made part of the NDPA as if set out in full therein.
3. The DCA is not a party to or bound by the NPLA. The Parties agree that the execution of this Demarcation Agreement shall not be deemed to be an acceptance or ratification of the NPLA by the DCA. The PLCA is not a party to or bound by the NDPA. The Parties agree that the execution of this Demarcation Agreement shall not be deemed to be an acceptance or ratification of the NDPA by the PLCA. For the avoidance of doubt, after the execution of this Demarcation Agreement, the DCA shall not be deemed to be a party to the NPLA and the PLCA shall not be deemed to be a party to the NDPA.
4. The Parties agree and acknowledge that in order to determine whether work falls under the coverage of NPLA Article I on the one hand or NDPA Article I on the other hand, the following interpretation of the coverage demarcation between the NPLA and the NDPA shall apply (the “Demarcation Standard”):
 - a. The NPLA covers all Transmission Pipelines and the NDPA covers all Distribution Pipelines, as those terms are defined below.
 - i. A **Transmission Pipeline** is defined to include the following:
 1. A pipeline with an actual operating pressure of 200 psi or greater, regardless of diameter.
 2. A pipeline that is (i) greater than 16” in diameter and (ii) has an actual operating pressure of 151 psi or greater.
 3. Includes (i) all gathering lines, (ii) all pipelines within, to, and from storage fields and (iii) all service lines to large volume customers such as factories, power plants, and institutional users of gas.¹

¹ Large volume customers receive similar volumes of gas as a distribution center and include factories, power plants and institutional users of gas.

- ii. A **Distribution Pipeline** is defined to include the following:
 1. A pipeline with an actual operating pressure of 150 psi or lower, regardless of diameter.
 2. A pipeline that is (i) 16" in diameter or less and (ii) has an actual operating pressure of 199 psi or less.
 - b. This Demarcation Standard is considered explanatory of and supplementary to the language in the NPLA and NDPA and is made a part of both the NPLA and the NDPA as a binding interpretation by the parties to each agreement.
5. The Demarcation Standard shall not be deemed to be an admission as to what constitutes a Transmission Pipeline or a Distribution Pipeline for any work or job previously performed or in progress (i.e. an employer has provided a pre-job notification to the United Association) under the NDPA or the NPLA prior to December 1, 2021. Absent agreement of the Parties, in no event shall any work be performed in a manner inconsistent with the Demarcation Standard after December 1, 2022 regardless of when the work was pre-jobbed.
6. The PLCA and the UA agree and acknowledge that the Demarcation Standard is incorporated into and made part of the NPLA by execution of this Demarcation Agreement and the Demarcation Standard is binding on all employers signatory to the NPLA. The DCA and the UA agree and acknowledge that the Demarcation Standard is incorporated into and made part of the NDPA by execution of this Demarcation Agreement and the Demarcation Standard is binding on all employers signatory to the NDPA. The Parties further agree and acknowledge that the Demarcation Standard can only be modified by written agreement of the Parties to this Demarcation Agreement.
7. The Demarcation Standard shall be deemed applicable to work pre-jobbed on or after December 1, 2021. Thereafter and consistent with the terms of this Demarcation Agreement and the Demarcation Standard, employers that are signatory to the NPLA and/or NDPA shall submit pre-job notifications under the NPLA for Transmission Pipeline work and shall submit pre-job notifications under the NDPA for Distribution Pipeline work. The United Association shall not be obligated to provide manpower under the NPLA to any employer for work meeting the definition of a Distribution Pipeline and likewise shall not be obligated to provide manpower under the NDPA to any employer for work meeting the definition of a Transmission Pipeline. In the event the United Association declines to provide manpower pursuant to the terms of this paragraph, any dispute concerning the United Association's decision to refuse to provide manpower pursuant to the terms of this paragraph shall be resolved under the grievance arbitration procedures set forth in the collective bargaining agreement under which the employer submitted the pre-job notification.
8. Each Party to this Demarcation Agreement represents and warrants that (i) the person signing this Demarcation Agreement is authorized to do so; and (ii) this Demarcation Agreement represents the entire agreement among the Parties regarding the interpretation and meaning of the NPLA and/or NDPA for purposes of interpreting the coverage demarcation between the NPLA and/or the NDPA.
9. The PLCA represents and warrants that it enters into this Demarcation Agreement on behalf of all employers signatory to, working under, or otherwise bound to the NPLA. The DCA represents and warrants that it enters into on behalf of all employers signatory to, working under, or otherwise bound to the NDPA. The United Association enters into this Demarcation Agreement to be binding on the United Association and all local union affiliates performing work under the NPLA and/or the NDPA

- 10. Notwithstanding the foregoing, the Parties recognize that there may be Addenda to the NDPA, existing as of December 1, 2021, that provide for coverage that is contrary to the Demarcation Agreement. The Parties agree that such provisions on coverage shall continue in full force and effect until the end of the current term of such Addenda. Thereafter, the provisions of the Demarcation Agreement apply in full. This Demarcation Agreement shall be incorporated into all Addenda to the NDPA executed on or after December 1, 2021.
- 11. Except as clarified in this Demarcation Agreement, the terms and conditions of the current NDPA and NPLA shall remain the same.

The undersigned Parties hereby accept and agree to the terms set out in this Demarcation Agreement:

FOR THE PIPE LINE CONTRACTORS ASSOCIATION:

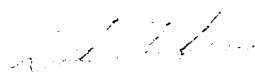


Dwayne Osadchuk
PLCA President

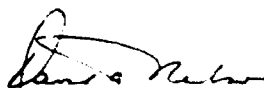


Elizabeth Worrell
Managing Director & Chief Legal Counsel

FOR THE DISTRIBUTION CONTRACTORS ASSOCIATION:



Dale Anderson
Co-Chairman, DCA Labor Committee



Dave Nelson
Co-Chairman, DCA Labor Committee

Jay Osborn
Co-Chairman, DCA Labor Committee

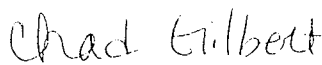


Robert Darden
DCA Executive Vice President

**FOR THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING & PIPE
FITTING INDUSTRY OF THE U.S. AND CANADA,
AFL-CIO:**



Mark McManus
General President



Chad Gilbert
Director of Pipeline & Gas Distribution