

ENMAX – SHEPARD ENERGY CENTRE PROJECT
PROJECT LABOUR AGREEMENT

ENTERED INTO THIS 5th DAY OF December, 2010

BY AND BETWEEN:

**THE APPROPRIATE REGISTERED EMPLOYERS' ORGANIZATION(S) OR
EMPLOYERS' ORGANIZATION(S)**
(the "Employers' Organization(s)" or "the Registered Employers' Organization(s)")

-and-

THE APPROPRIATE GROUPS OF BUILDING TRADES' UNION LOCALS
(the "Union(s)")

WHEREAS KBV Shepard Power Partners (hereinafter "KBV") intends to use TIC Canada ULC as subcontractor to construct capital facilities as part of the ENMAX – Shepard Energy Centre Project near Glenmore Trail and 84 Street S.E., Calgary, Alberta (the "Project");

AND WHEREAS this Project Labour Agreement (the "Agreement") will provide a forum through which key stake holders including contractors, unionized labour and the construction project owner may address issues of mutual concern;

AND WHEREAS this Agreement is beneficial to all of the stake holders in terms of communication and working relationships;

AND WHEREAS it is the expressed intention of all of the parties hereto that the execution of this Agreement in no way detracts from the bargaining authority of any Registered Employer Organization or any group of Trade Unions pursuant to a Registration Certificate or otherwise, nor does it in any way act as a surrender of any bargaining authority that any such group may hold.

NOW THEREFORE IT IS AGREED that the Employers' Organizations and the Unions have, based on the mutual understandings set out above, entered into the following terms and conditions of employment.

Scope and Definition

1. This Agreement shall be attached to and form part of each of the referenced Provincial Construction Collective Agreements between the respective registered employers' organizations and groups of trade unions. This Agreement shall only apply in respect of Employers and employees engaged in the Specialty Sector and the General Sector of the construction industry.
2. This Agreement is intended to cover Capital Works as set out in Schedule 1 of this Agreement which schedule shall be amended and updated from time to time in consultation with KBV.

Duration and Application of Subsequent Collective Agreements

3. The provisions of this Agreement shall continue until KBV confirms the conclusion of the Project, notwithstanding that such event may take place after the expiry date of the existing Collective Agreement. It is the intention of the parties that the work encompassed by this Agreement shall continue without abatement by strike, lock-out, work slowdowns, or any other action designed to limit output.
4. As collective bargaining, pursuant to a Registration Certificate or otherwise, may take place in the construction industry which will affect terms and conditions of employment, save and except where the same are provided for in this Agreement, such variations in the resulting Collective Agreement shall be picked up for the Project. Any applicable changes will be effective for the purposes of this Agreement as and when such changes become effective pursuant to the resulting Collective Agreement.
5. In the event a referenced Collective Agreement ceases to be in effect, then the applicable provisions of the most recent Collective Agreement shall apply, until such time as a renewal agreement is entered into by the Employers' Organization and the Union or the successors of either.
6. Each Employers' Organization and each counterpart Union undertake to propose to the other and to agree with the other that this Agreement will be attached to and form part of the Collective Agreement that will be concluded pursuant to any round of construction collective bargaining entered into or initiated during any period during the duration of this Agreement.

Part 3, Division 8 of the Alberta Labour Relations Code

7. In the event that KBV, and/or TIC Canada ULC, at their discretion, apply pursuant to Part 3, Division 8 of the Code to have the Project or any part thereof designated pursuant to Section 196 of the Code and provided that under such designation the then existing terms of the Collective Agreements between the respective Unions and the Registered Employers' Organizations are designated as the Collective Agreement between the Principal Contractor and the affected Trade Unions, then the signatories to this letter will support such designation application and the Parties hereto and those bound by this Agreement, agree that the terms of such Project Collective Agreement or Agreements will, insofar as they apply to those Unions, Employers and Employees, consist of the then existing or most recent Collective Agreement or Agreements as modified by this Agreement.

No Bargaining Relationship for ENMAX or KBV

8. It is understood by the parties hereto that no bargaining relationship is created by ENMAX Power Corporation or by KBV with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta, by voluntary recognition or by action of law pursuant to Division 5 or 6 of the Alberta Labour Relations Code. Similarly, where ENMAX Power Corporation or KBV have participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this document and the enhancement of the Project and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by action of law, would bind ENMAX Power Corporation or KBV to any Collective Agreement with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta.

Effective Date

9. This Agreement shall become effective for each of the signatory trades below on the date signed below or on July 1, 2010, whichever date is later.

Review of Project Terms

10. This Agreement shall be reviewed by the Parties from time to time in consultation with KBV. Any modifications to this Agreement shall require KBV's designee's approval in writing.

Alcohol and Drug Policy

11. It is agreed that the Alcohol and Drug Policy contained in the Canadian Model for Providing a Safe Workplace, October 2005 edition, shall be applicable on this project.

Basic Agreements

12. The Parties Agree To:
 - a. Establish methods of resolving issues that the parties to and the persons bound by this Memorandum of Understanding are unable to quickly resolve;
 - b. Assist in the development, implementation and administration of initiatives towards the enhancement of quality, productivity, safety, cost and schedule;
 - c. Deal with such matters as are referred to it by the terms of this Memorandum of Understanding;
 - d. Establish a forum, or forums through which commitments will be fulfilled.
13. The parties shall provide for joint stewardship of key performance measures by labour and contractors including, without restricting the generality of the foregoing, safety, quality, cost, productivity and schedule.
14. The Parties agree that they shall deal with the below listed matters on the basis that they will consider each of the items and agree on programs, implementation and administration. Those matters are health and safety, site closures, pre-job markups, training and maximization of the practical use of apprentices, and where appropriate, trainees.

15. The Parties agree that they will provide for the implementation of and administration of the program to minimize absenteeism and maximize retention, the commitments to increase productivity, the program of job steward/supervisor leadership, the program for delivery of training and skills upgrading, and to assist in recruitment.
16. The Parties agree to discuss matters of mutual interest pertaining to the construction project with the objective of promoting and maintaining beneficial relations and co-operation between the parties, and to discuss and implement ways to make the construction project successful.
17. The Parties agree to support and participate in value-added programs such as Behavioral Based Safety, semi-automatic and automatic welding technologies, and TIC Canada ULC productivity enhancement programs.

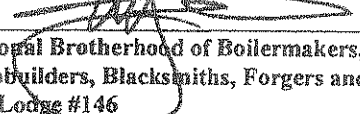
SCHEDULE 1

1. CAPITAL WORKS are defined as the Construction, as that term is defined in the *Alberta Labour Relations Code*, of that portion of the Project within the plant site battery limits, awarded under contract for construction by TIC Canada ULC (generally defined as “anchor bolts up” for the power block area as well as site underground piping and electrical installation) as sub-contractor to KBV.
2. Capital Works shall specifically exclude the following:
 - (a) construction work in respect to any contracts awarded
 - (i) to non-Building Trades affiliated contractors, or
 - (ii) prior to the date of this Agreement unless specifically included by KBV.
 - (b) work performed by KBV’s contractors and their subcontractors.
3. “Capital Works” pursuant to this Agreement will be deemed to be completed when ENMAX Power Corporation has assumed possession of such work or component portion. If a contractor performs construction work in respect of an aspect of the project after it is assumed by the owner, then KBV may choose to declare that this agreement also applies to that work.
4. KBV may amend this schedule in its discretion.

Respecting the Parties in each Trade Jurisdiction:

For the General Construction Boilermakers:


Signed this 4 day of AUGUST, 2010


Per: 
International Brotherhood of Boilermakers,
Iron Shipbuilders, Blacksmiths, Forgers and
Helpers, Lodge #146

Per: 
Boilermaker Contractors' Association
of Alberta

For the General Construction Bricklayers - Refractory:

Signed this 13 day of July, 2010


Per: 
International Union of Bricklayers,
and Allied Craftsmen, Local #2

Per: 
Construction Labour Relations – An
Alberta Association Bricklayers – Refractory
(Provincial) Trade Division

For the General Construction Carpenters:


Signed this 20th day of October, 2010


Per: 
United Brotherhood of Carpenters and
Joiners of America, Local #2103

Per: 
Construction Labour Relations – An
Alberta Association Carpenters
(Provincial) Trade Division

For the General Construction Cement Masons:

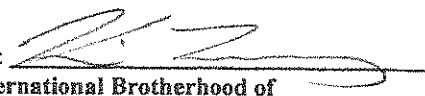
Signed this 5th day of Aug, 2010

Per: 
Operative Plasterers and Cement Masons
International Association of the United
States and Canada, Local #222

Per: 
Construction Labour Relations – An
Alberta Association of Cement Masons
(Provincial) Trade Division

For the General Construction Electricians:


Signed this 30th day of September, 2010


Per: 
International Brotherhood of
Electrical Workers, Local #424

Per: 
Electrical Contractors Association
of Alberta

For the General Construction Elevator Constructors:

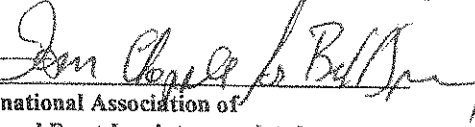
Signed this _____ day of _____, 2010


Per: 
International Union of
Elevator Constructors, Local #130

Per: 
Construction Labour Relations – An
Alberta Association Elevator Constructors
(Provincial) Trade Division

For the General Construction Insulators:

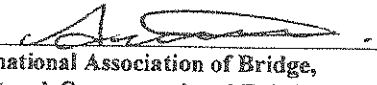
Signed this 6TH day of July, 2010


Per: 
International Association of
Heat and Frost Insulators and Asbestos
Workers, Local #110

Per: 
Construction Labour Relations – An
Alberta Association Insulators
(Provincial) Trade Division

For the General Construction Ironworkers - Reinforcing:


Signed this 6TH day of July, 2010


Per: 
International Association of Bridge,
Structural, Ornamental and Reinforcing
Ironworkers, Local #725

Per: 
Construction Labour Relations - An
Alberta Association Ironworkers -
Reinforcing (Provincial) Trade Division

For the General Construction Ironworkers - Structural:

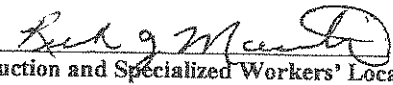
Signed this 6TH day of July, 2010


Per: 
International Association of Bridge,
Structural, Ornamental and Reinforcing
Ironworkers, Local #725

Per: 
Construction Labour Relations - An
Alberta Association in Structural
(Provincial) Trade Division

For the General Construction Labourers:

Signed this 6 day of July, 2010

Per: 
Construction and Specialized Workers' Local
#1111

Per: 
Construction Labour Relations - An
Alberta Association Labourers (Provincial)
Trade Division

For the General Construction Millwrights:

Signed this 6 day of July, 2010

Per: [Signature]
Millwrights, Machinery Erectors Maintenance
and Industrial Local #1360 of the United
Brotherhood of Carpenters and Joiners
of America

Per: [Signature]
Construction Labour Relations - An
Alberta Association Millwrights
(Provincial) Trade Division

For the General Construction Operating Engineers:

Signed this 6th day of July, 2010

Per: [Signature]
International Union of Operating Engineers,
Local #955

Per: [Signature]
Construction Labour Relations - An
Alberta Association Operating Engineers
(Provincial) Trade Division

For the General Construction Plumbers and Pipefitters:

Signed this 6 day of July, 2010

Per: [Signature]
United Association of Journeymen and
Apprentices of the Plumbing and Pipefitting
Industry of the United States and Canada,
Locals #496

Per: [Signature]
Construction Labour Relations - An
Alberta Association Mechanical
(Provincial) Trade Division

For the General Construction Painters:

Signed this 10 day of AUGUST, 2010

Per: [Signature]
International Union of Painters
An Allied Trades, Local #177

Per: [Signature]
Alberta Coating Contractors
Association

For the General Construction Sheet Metal Workers:

Signed this 6 day of July, 2010

Per: [Signature]
Sheet Metal Workers International,
Local #8

Per: [Signature]
Construction Labour Relations - An
Alberta Association Sheet Metal
(Provincial) Trade Division

For the General Construction Sheeters, Deckers and Cladders:

Signed this 6 day of July, 2010

Per: *Don Woutch*
Sheet Metal Workers International,
Local #8

Per: *[Signature]*
Construction Labour Relations & An
Alberta Association Sheeters, Deckers and Cladders
(Provincial) Trade Division

For the General Construction Teamsters:

Signed this Aug 12 day of Aug, 2010

Per: *[Signature]*
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
Of America, Local # 362

Per: _____
Industrial Contractors Association
Of Alberta

ICA

Per: *[Signature]*
Operative Plasterers and Cement
Masons International Association
of the United States and Canada, Local #222

Per: *[Signature]*
Construction Labour Relations –
An Alberta Association Plasterers
(Provincial) Trade Division