

MEMORANDUM OF UNDERSTANDING
Between the Motor Transportation Bargaining Unit of LOCAL 223 UWUA and
CORPORATE SERVICES – FLEET DIVISION

February 2, 2010

This Memorandum of Understanding between DTE Energy and UWUA Local 223, AFL-CIO, specifically the Motor Transportation bargaining unit describes the selection process and guidelines for the assignment of qualified Automotive Mechanics who possess the background, skills and training to act as Subject Matter Experts, assisting the Company in a structured training program. Unless specified otherwise herein, the parties agree that the provisions set forth in the Local 223, UWUA -Trade agreement will continue to apply, except as agreed below.

General

When the Company decides to provide training for DTE journeymen and apprentice Automotive Mechanics using qualified Motor Transportation bargaining unit members as subject matter experts for developing and delivering training assignments, the following guidelines shall apply in order to determine eligibility for "step up" pay in accordance with Article 8.10b (Trades) of the Local 223, UWUA Agreement and the terms of this Agreement.

The Union agrees that the assignment of bargaining unit members as "subject matter experts" does not preclude the Company from making simultaneous or subsequent assignments to other DTE employees or vendors as determined by the Company. The parties agree that any reference herein to "training" excludes developing or administering proposals or contracts which relate to vendor supplied training. The parties also agree that assigning bargaining unit members the task of orienting or providing guidance for the purpose of familiarization with job tasks or duties is not considered to be a "subject matter expert" assignment under this Agreement.

The parties agree that when qualified bargaining unit members will be paid the maximum pay grade for a Sr. Mechanic plus "step up" pay equal to 5% when they are assigned by Management to a specific Subject Matter Expert assignment.

Any person assigned to an Automotive Technology Subject Matter Expert assignment shall be removed from their overtime list until the start of the next scheduled shift upon termination of the training assignment. This includes eligibility for "on call" and "emergency" overtime. Only the overtime required to complete the training assignment will be worked, however, any overtime worked during the assignment will be charged to the employee as outlined in the Motor Transportation Overtime Rules.

Selection Procedures

When Management anticipates assigning a Local 223 represented employee as an Automotive Technology Subject Matter Expert, the following procedure will be used:

1. Automotive Technology Subject Matter Expert assignments will be posted at all Motor Transportation headquarters locations.
2. The Training Advisory Group (TAG) committee composed of an equal number of Management and Union representatives will review all applicants, consider qualifications and determine who will be selected for assignment. "Qualified" means expertise or demonstrated skills and/or knowledge in the area of specified need.
3. If more than one applicant receives a majority vote from the TAG selection committee, seniority will be considered. If it is a tie vote, Management's vote will decide the employee selected. The TAG committee will review the program status quarterly. Selection committee review frequency may be adjusted as jointly agreed.
4. If management proposes to by-pass the senior employee, they will discuss the selection with the Union prior to making the assignment.

5. Any person who agrees to accept the assignment must fulfill the commitment unless released from the assignment.
6. Long term assignments are defined as those lasting 18-months or longer. These assignments will be re-evaluated by the TAG committee at 18 months and extended in 6-month increments as required.

Qualifications

The qualifications in order to be considered for an Automotive Technology Subject Matter Expert assignment shall include:

- Documented training and experience in a specific Automotive Technology, process, procedure or technique as required for the assignment (I.e. Engine, Hydraulics, Transmission, Computer, etc.).
- No active discipline
- Physically able to perform all duties of the assignment.
- Other criteria as jointly agreed upon by Management and the Union may be added.

Typical Duties – As part of a formal instructional plan or process

- Work with Fleet Management on the development of formal MT training programs
- Update manuals and communicate changes to MT employees through formal and demonstrative instructional methods.
- Promote teamwork
- Schedule training sessions
- Communicate with Management and peers
- Additional duties as jointly agreed upon by Management and the Union may be added.

Performance Review

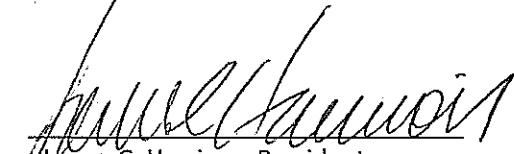
If Management does not believe an employee is adequately performing their assigned Automotive Technology Subject Matter Expert assignment, they will discuss the matter with the Union prior to making the decision to remove the employee from the assignment.

Duration of the Memorandum

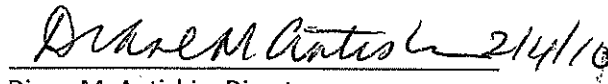
This agreement may be revised at any time by mutual consent of the parties. This memorandum will remain in effect for one year, and after that, may be dissolved by either party at any time with 14 days prior written notice to the other party.

FOR THE UNION:


FOR THE COMPANY:




 James C. Harrison, President
 Local 223, UWUA, AFL-CIO



 Diane M. Antishin, Director
 Human Relations
 DTE Energy Company



 Mike Watkins, Chairperson
 Motor Transportation BU
 Local 223, UWUA, AFL-CIO



 William E. Pettit, Fleet Director
 Corporate Services
 DTE Energy Company