

TEMPORARY ASSIGNMENT AGREEMENT
Between LOCAL 223, UWUA, Motor Transportation Division
and DTE Energy Corporate Services,
February 2, 2010

This Memorandum of Understanding between DTE Energy and Local 223, UWUA - AFL-CIO is designed to replace the current "Fleet Cluster Agreement" and to incorporate the provisions of the March 17, 1993 MT-615 step 3 settlement and the MT-494 Step 3 answer into a combined, "Fleet Temporary Assignment Agreement".

Unless specified otherwise herein, the parties agree that the provisions set forth in the Local 223, UWUA-Trades agreement and Overtime rules will continue to apply for all the respective classifications in the Motor Transportation Division, except as agreed below.

The parties agree that, with the authorization and implementation of this MOU, all employees in the Motor Transportation Bargaining Unit will be available and trained to perform work on both gas and electric vehicles where required.

The parties commit to the continuous improvement philosophy in order to improve performance and our ability to compete.

General Rules -- FILLING TEMPORARY VACANCIES

This Agreement covers all locations and all members in the Motor Transportation Bargaining Unit when management identifies a need for temporary staffing.

1. The following provisions are hereby incorporated from previous Agreements as indicated:
 - a) Travel time is added to overtime balance (per the MT-615 Step 3 Settlement)
 - b) Work assignments may be made without regard to seniority (per the MT 494 Step 3 answer)

Temporary Vacancy – More than 30 Days but Not to Exceed Six Months

Article 8.35 of the collective bargaining agreement will be followed for Temporary vacancies expected to last less than six months but more than 30 working days. Management also has the choice of either posting or conducting a canvas to expedite filling the vacancy.

"Short Term" Temporary Assignments -- 30 Days or Less

The following procedure shall be adhered to when filling temporary assignments of 30 days or less at a specific location:

Sr. Mechanic A	Sr. Mechanic B	Mechanic	Mechanic's Assistant
1. Canvas by senior A seniority.	1. Canvas by Sr. Mechanic "B" seniority.	1. Canvas by seniority of available Mechanics.	1. Canvas by seniority only.
2. Canvas by seniority of available Sr. B's and Mechanics	2. Canvas by seniority of available Sr. A's and Mechanics	2. Canvas by available qualified Apprentice seniority	
		3. Canvas by Senior Mechanic seniority	

When a short term assignment is not filled at the identified location, then proceed to the **next closest location** using the following process.

Sr. Mechanic A	Sr. Mechanic B	Mechanic	Mechanic's Assistant
1. Canvas by Sr. Mechanic "A" by overtime list ranking.	1. Canvas Sr. Mechanic "B" by overtime list ranking.	1. Canvas Mechanic or qualified Apprentice by overtime list ranking.	1. Canvas by overtime ranking only
2. Canvas by available Sr. "B's" and Mechanics by seniority list ranking	2. Canvas by available Sr. "A's" and Mechanics by seniority list ranking	2. Canvas by Sr. Mechanic overtime list ranking.	

When an employee accepts an assignment with a new shift that starts 8 hours or less from the end of their current shift, it will be done with the understanding that the employee will be released 9 hours prior to the start of the new assignment and that there will be no short shift change paid.

When one or more employees have an equal number of overtime hours at the time of the canvass, the most senior employee shall have preference.

If the temporary assignment is not yet filled, repeat the above steps at subsequent next closest location(s) until filled:

- a) Employees currently on short term assignments are considered "not available" for other short term assignments.
- b) Employee currently filling temporary vacancy will not be available for new temporary vacancy but will be available for a short term assignments.
- c) If more than one temporary or short term assignment becomes available on the same day, the senior employee in the canvassed group will have first choice of assignments.

Temporary Vacancies That are Expected to Exceed Six (6) Months


- a) Temporary assignments expected to exceed six (6) months will be bid within the Bargaining Unit per article 8, Section 35 when an employee who is on a temporary leave is expected to return to his position without restrictions.
- b) Prior to filling a temporary assignment exceeding 6 months, a discussion will be held between the appropriate Fleet Manager or designate, and the Bargaining Unit Chairperson or their designated Representative.

If management proposes to bypass a location outlined by the above process, they will only do so after having a discussion with the Bargaining Unit Chair or their designated representative.

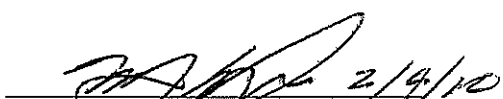
With the signing of this MOU, the parties agree that this agreement will be permanent and binding, unless modified by the parties.

For the Union:

For the Company:


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


Diane M. Antishin Date
Director, Human Relations
Detroit Edison Company


Mike J. Watkins, Jr. Date
Chairperson, Motor Trans
Local 223, UWUA, AFL-CIO


William Pettit Date
Fleet Director, Supply Chain
Detroit Edison Company