

## Memorandum of Understanding Fleet Operation of DTE Energy

This Memorandum of Understanding, entered into on October 25, 2007 between Fleet Operation Management and the Motor Transportation Bargaining Unit of Local 223, UWUA, supersedes the 1961 Memorandum of Interpretation.

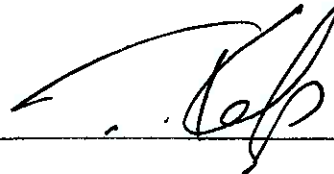
The parties recognize that it is in the best interest of both the Motor Transportation Bargaining Unit and Management to hire and retain only the best-qualified employees into the positions represented by the Motor Transportation Bargaining Unit. Therefore, whenever hiring such an employee from outside the DTE Energy Company and the Motor Transportation Bargaining Unit, the parties agree:

1. When Management interviews candidates for any classification on Motor Transportation Bargaining Unit seniority list, Motor Transportation Bargaining Unit Representatives (2) will be invited by Management to participate in the employment process, to include the screening of resumes after the initial screening by Human Resources, interviews, and to provide their comments and observations on the employment candidates to Management.
2. At each monthly Tag committee meeting Management will report out on the progress of the new Employee's Training Plan. The Tag committee will assist with corrective actions as deem necessary.
3. If based on Management's observations such new employees are found to be unsatisfactory during their 12-month probationary period; Management will exercise their right under Article 7 Section 14.
4. WHEREAS, Management deems it necessary to have such new employee work at Warren Service Center for a period of time where there is constant direct supervision so that such employee's suitability for the work can be preliminarily judged.
5. Candidates hired for DTE Energy Service Centers will spend ninety (90) days at L-100 WSC or TDC receiving core and specialized training. The time spent at Warren Service Center will not normally exceed six (6) months based on the employee's performance and progression. The candidate must meet all of the classification's core training that is required. (Fleet Operation Training Matrix)
6. In order to avoid unnecessary delay or confusion in possible transfers, Management will post a notice for "Choice of Headquarters" for the location where the unfilled vacancy exists, as provided for in Article VIII, Section 35, of the contract, at least fourteen (14) days before the completion of the training period at Warren Service Center. If an employee on probation is the successful bidder on a district Service Center position they will remain (headquarter) at Warren Service Center until successful completion of training (Unless otherwise mutually agreed to).

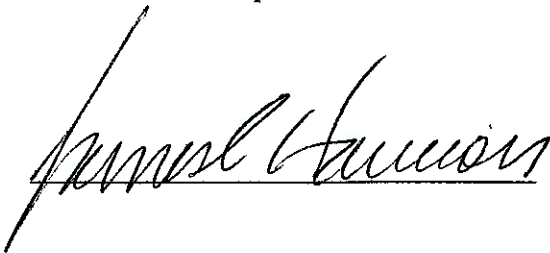
7. It is understood that after the period established under paragraph 5 has expired and posting under Article VIII, Section 35, has taken place, such new employee may be assigned to any vacancy in his classification which remains unfilled at any headquarters.
8. It is recognized by the parties here to that, in order to complete the training period at Warren Service Center for a new employee, it may require the filling of a vacancy at some locations by temporary assignment. This will be done under appropriate provisions of the Motor Transportation Cluster Agreement and the current contract agreement.



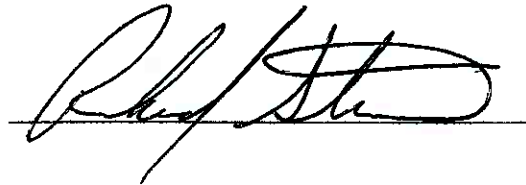
Nick Bitner  
Manager  
Fleet Operations



Todd Kolp  
Manager  
Fleet Operations



Jim Harrison  
President  
Local 223 UWUA AFL - CIO



Richard Strain  
Chairman  
Motor Transportation Bargaining Unit