

MEMORANDUM OF UNDERSTANDING
MOTOR TRANSPORTATION OUT OF SERVICE AREA CALLOUT
February 2, 2010

Detroit Edison Management and the Motor Transportation Bargaining Unit of Local 223, UWUA, have reached agreement regarding the process for selecting and compensating Motor Transportation bargaining Unit members who are assigned to "Out of Service Area" (Mutual Assistance) assignments involving out-of-state utilities

This MOU replaces the following MOU 's which are deactivated:

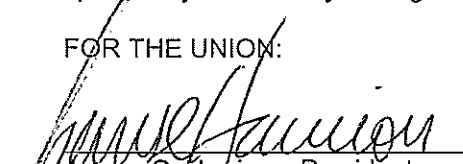
- "Motor Transportation Out of Service Area Callout" dated July 21,2003
- "CLUSTER AGREEMENT between UWUA LOCAL 223 and CORPORATE SERVICES – MOTOR TRANSPORTATION DIVISION", dated September 8, 2006


1. The Company will attempt to contact the chairperson or their designated representative for any out of service area assignments involving employees represented by the Motor Transportation Bargaining Unit.
2. The initial numbered canvass sequence will be established for out of area work assignments by using the following two workgroup seniority lists:
 - a. Motor Transportation SCO and WSC Mechanics in the same trade classification as a single workgroup, according to seniority.
 - b. Qualified Wrecker Drivers within the Motor Transportation bargaining Unit according to seniority.
3. Canvassing will start with the top of the list and descend the list until the identified number of qualified mechanics and wrecker Drivers accept the assignment.
4. Any subsequent assignment relating to the same storm event will continue at the point from which the canvassing stopped. It will be the employee's responsibility to inform the canvasser calling if they are ineligible for the current assignment. Ineligible employees who accept the assignment will be sent home from the assignment and removed from the list.
5. Qualified Wrecker Drivers will be identified and added to the list of eligible employees. Wrecker Drivers will be canvassed exclusively for vehicle delivery/retrieval purposes that require the use of a wrecker.
6. Management may disqualify non SCO/WSC locations from participation at any time based on work load and/or personnel availability at the time the need for this service is recognized.
7. Mechanics who accept an out of area assignment agree to have their shift changed to days for the duration of the assignment. Mechanics accepting the assignment should be released from work in order to have an eight hour rest period before starting the assignment. Short shift change pay will not be recognized.
8. Whenever employees are provided overnight lodging while rendering assistance to other electric utility companies, they will be given a \$40.00 allowance for each day they remain away from home overnight. In addition to the above, employees from the Motor Trans bargaining unit who are sent out of town to provide mutual assistance to non-DTE Energy companies will be paid at the double time rate in lieu of the time and one-half premium provided in Article 9, Section 9(c) and 9(d) of the Local 223, UWUA Trades agreement for the duration of the accepted assignment.
9. An employee will not be canvassed for an Out of Service Area assignment, nor will they be charged for the number of hours they would have worked in the assignment had they accepted or was otherwise qualified to accept the assignment, provided they are considered ineligible based on the following immediately prior to the canvass:
 - a. Military training.

- b. A workday or scheduled off day immediately preceding or following a scheduled vacation of three or more days.
 - c. Death in the family.
 - d. While on company or union business.
 - e. Jury duty.
 - f. On an assignment that would normally make them ineligible for canvass. I.e. On a bid outside of an SCO or WSC location or current assignment to the CNG Program.
 - g. No answer
(Note: Employee is responsible to notify the canvasser of these conditions when called)
10. With the exception of paragraph 9f above, mechanics not canvassed based on paragraph 9 above will maintain their current position in the list rotation. Mechanics not canvassed due to paragraph 9f above will maintain their numbered position when the list is updated. Mechanics also not available for call due to absence of thirty days or more will also retain their numbered position on the list.
 11. Mechanics may request to be removed from the list by completing the Out of Service Area Callout Form and submitting it to the Curb Committee.
 12. At each time the list is updated (usually at the completion of an Out of Area Assignment), any mechanic who has attained a year of service or any other qualified mechanic/wrecker operator who was not previously on the list will be added at their request by completing the Out of Service Area Callout Form and submitting it to the Curb Committee.
 13. Those Mechanics that accept the assignment will be placed at the bottom of the list in descending order based on the number of paid hours reported for the duration of the assignment. Those declining the assignment will be placed at the bottom of the list based on the high number of paid hours for the assignment. Ties will be handled by seniority.
 14. Mechanics placed on the list as "Wrecker only" but then subsequently qualify for full duty status on the list will be placed on the bottom of the current list.
 15. Mechanics must have current CDL & Medical card to be eligible for callout out of state.
 16. Mechanics that are grand fathered are only eligible for callout, "in state" (Michigan).
 17. The Motor Transportation bargaining unit is solely responsible for the maintenance and accuracy of the list. The list will be updated, reviewed and published by the Curb Committee. It is the employee's responsibility to review the list for correct phone numbers in order to be canvassed for assignment.
 - a. One number, same number as on Overtime listing
 - b. Work location

Either party may give the other party 30-days written notice of its intention is to terminate this MOU. ALL other Local 223 UWUA provisions and Motor Transportation Overtime Rules continue to apply unless specifically modified by this agreement.

FOR THE UNION:


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Local 223, UWUA, AFL-CIO


Mike Watkins, Chairperson
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FOR MANAGEMENT:


Diane M. Antishin, Director
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