

MEMORANDUM OF UNDERSTANDING (MOU)
Between the
DTE ENERGY COMPANY and UWUA LOCAL 223 – STORES DIVISION
ENTRY LEVEL POSITION: UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING
February 22, 2016

DTE Energy, hereinafter referred to as "the Company" or "Management", has met with Local 223 Utility Workers Union of America (UWUA), hereinafter referred to as "the Union", regarding the development of the classification of **UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING**. The parties hereby agree as follows:

1. The parties agree that up to one (1) new position of **UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING** will be established in the DTE Energy Regional Service Centers (Allen Road, Warren Service Center, Lynch Road, Coolidge Station, or Michigan Avenue). It is agreed and understood that the creation of these positions do not guarantee a general staffing level for this classification, or a minimum or fixed number of employees at any particular location mentioned in this paragraph. Unless specifically mentioned in this MOU, all Collective Bargaining Agreement (CBA) provisions shall apply.
2. This classification will be established in the Stores Bargaining Unit of Local 223 UWUA in the Operations Seniority List.
3. The wages for the **UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING** will be \$20.00 per hour. Scheduled contractual wage increases will be paid as a lump sum payment only.
4. This classification will be populated in accordance with the Collective Bargaining Agreement between DTE Electric Company, DTE Gas Company, DTE Energy Corporate Services, LLC and UWUA Local 223.
5. The **UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING** employee(s) headquarters will be specified at the time of hire.
6. The **UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING** may float between the service centers locations listed in this MOU. Reporting to any other location than those listed in this MOU will require travel time and mileage as per the CBA.
7. The **UTILITY EMPLOYEE – ENERGY GAS – WAREHOUSING** may be assigned as relief within this classification.
8. If duties outside of the job description are assigned by Management, step-up pay will be determined in accordance with Article 8 Section 10 of the Collective Bargaining Agreement unless specifically modified by this MOU. This step up pay rate will be T-1. The number of times that this employee is stepped up to Supplyperson shall be kept below 1,040 hours. (See job description for details.)

- a. If Management deems it necessary to step up a Utility Employee to Senior Supply Person the step-up pay will be determined in accordance with Article 8 Section 10 of the Collective Bargaining Agreement unless specifically modified by this MOU. This step up pay rate will be T-13. The number of times that this employee is stepped up to Supplyperson Leader shall be kept at a minimum. (See job description for details.)

9. If the need should arise for a Corporation-wide redeployment and/or reorganization under Article 7 Section 11 of the Collective Bargaining Agreement, this classification (UTILITY EMPLOYEE – ENERGY GAS -WAREHOUSING) shall be reduced before any other classifications within the Stores Division.

10. Employees transferred into the classification of UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING through redeployment and/or reorganization under Article 7 Section 11 of the Collective Bargaining Agreement shall remain frozen at their current pay rate until they are within the pay range of the UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING classification unless otherwise mutually agreed upon by Management and the Union.

11. At the end of the one (1) year period, the qualified employee(s) in the UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING classification shall be placed in and shall perform the duties of the Supply person - Relief classification at the T-1 thru T-11 wage rate as established by the Collective Bargaining Agreement based upon step up to the Supply person classification while in the capacity of a Utility Employee – Energy Gas – Warehousing.
 - a. Upon becoming a Supplyperson - Relief, the employee may be utilized in the capacity of relief in the East, West, North, or South areas as assigned by Management.
 - b. Upon becoming a Supplyperson - Relief, the headquarters of this employee will be in a “floater” capacity until a permanent headquarters is determined through a canvass of the Utility Employees.

12. A separate overtime list will be established for the UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING at each separate work group location.

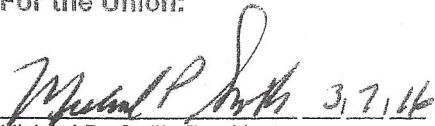
13. UTILITY EMPLOYEE – ENERGY GAS - WAREHOUSING will be eligible for overtime on another overtime list at the same location only after all individuals on the original overtime list have been canvassed first.

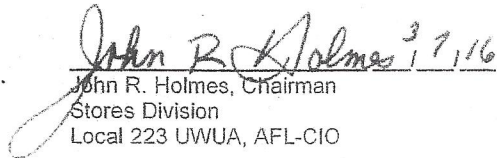
14. For vacation purposes, the Utility Employee shall be considered a part of the workgroup at the Service Center in which they are headquartered.

15. There will be a twelve (12) month bidding restriction on any Stores Bargaining Unit position for any new employee in this classification unless otherwise agreed to between the Company and the Union.


16. This MOU will be in effect for the duration of the current Local 223 Collective Bargaining Agreement (March 25, 2013 – June 7, 2017) unless written notice is given by either party thirty (30) days prior to the expiration of the current CBA.
17. The parties agree and understand that this MOU does not establish a practice or precedent, nor does it promise the implementation of any such future program.
18. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements or representations, written or oral, concerning the establishment of these positions.
19. As a result of this Agreement, Management and the Union will meet to develop the agreed upon "Supplyperson Relief" classification within twelve (12) months of the signing of this agreement.

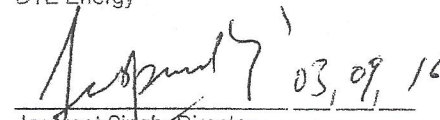
For the Union:


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