

MEMORANDUM OF UNDERSTANDING (MOU)
Between the
DTE ENERGY COMPANY and UWUA LOCAL 223 – STORES DIVISION
ENTRY LEVEL POSITION: UTILITY EMPLOYEE – POWER PLANT - STORES
February 20, 2014

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 – POWER PLANT - STORES**. The parties hereby agree as follows:

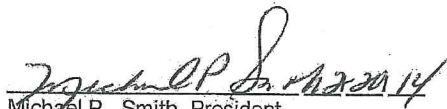
1. The parties agree that no more than three (3) new positions of **UTILITY EMPLOYEE – POWER PLANT - STORES** will be established in the DTE Energy Power Plants (Monroe PP, Trenton PP, Belle River PP, St. Clair PP, Greenwood Energy Center, and River Rouge PP). It is agreed and understood that the creation 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 provisions shall apply.
2. This classification will be established in the Stores Bargaining Unit of Local 223 UWUA.
3. The wages for the **UTILITY EMPLOYEE – POWER PLANT – STORES** 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 – POWER PLANT – STORES** employee(s) headquarters will be specified at the time of hire.
6. The **UTILITY EMPLOYEE – POWER PLANT – STORES** may float between the power plant locations listed in this MOU.
7. The **UTILITY EMPLOYEE – POWER PLANT – STORES** 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 Tool & Warehouse Person should be kept at a minimum. (See job description for details.)
 - a. If needed and 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

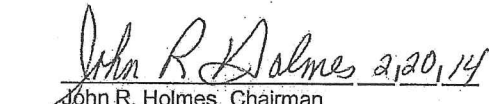
Agreement unless specifically modified by this MOU. This step up pay rate will be T-13. The number of times that this employee is stepped up to Tool & Warehouse Person Leader should be kept at a minimum. (See job description for details.)

9. The new classification will be established in the Power Supply seniority list in the Stores Division of UWUA Local 223.
10. 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 – POWER PLANT - STORES) shall be reduced before any other classifications within the Stores Division.
11. Employees transferred into the classification of UTILITY EMPLOYEE – POWER PLANT - STORES 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 - STORES classification unless otherwise mutually agreed upon by Management and the Union.
12. At the end of the two (2) year period, the qualified employee(s) in the UTILITY EMPLOYEE – POWER PLANT - STORES classification shall be placed in and shall perform the duties of the Tool & Warehouse Person - Relief classification at the T-1 wage rate as established by the Collective Bargaining Agreement.
 - a. Upon becoming a Tool & Warehouse Person - Relief, the employee may be utilized in the capacity of relief in the North or South areas as assigned by Management.
 - b. Upon becoming a Tool & Warehouse Person - Relief, the location of this employee will be in a “floater” capacity until such location is determined through a canvass.
13. A separate overtime list will be established for the UTILITY EMPLOYEE – POWER PLANT - STORES at each separate work group location.
14. UTILITY EMPLOYEE – POWER PLANT - STORES 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.
15. When canvassing open positions within the Stores Bargaining Unit, after all other bargaining unit employees have been canvassed the UTILITY EMPLOYEE – POWER PLANT – STORES shall then be canvassed prior to the position being offered company-wide.
16. There will be a six (6) month bidding restriction for any new employee in this classification unless otherwise agreed to between the Company and the Union.
17. 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.

18. 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.
19. 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.
20. As a result of this Agreement, Management and the Union will meet to develop the agreed upon "Tool & Warehouse Person Relief" classification within twenty-four (24) months of the signing of this agreement.

For the Union:


Michael P. Smith, President
Local 223 UWUA
AFL-CIO


John R. Holmes, Chairman
Stores Division
Local 223 UWUA, AFL-CIO

For the Company:


Diane M. Antishin, Executive Director
HR Ops & Chief Ethics Officer
DTE Energy


Anthony Tomczak, Director
Supply Chain Management
DTE Energy