

**MEMORANDUM OF UNDERSTANDING  
CLUSTER AGREEMENT between  
UWUA LOCAL 223 and  
CORPORATE SERVICES - MOTOR TRANSPORTATION DIVISION**

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**September 8, 2006**

This Memorandum of Understanding between DTE Energy and Local 223, UWUA - AFL-CIO is designed to implement a Fleet Cluster arrangement and clarify implementation details within the Motor Transportation Division. The Motor Transportation Division cluster arrangement is provided in Item No. 3 of this agreement.

**GENERAL**

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

1. Both 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.
2. During discussions, the parties expressed commitment to the DTE Energy Operating Principles as a cornerstone to creating integrated and flexible systems to provide faster, better and cost effective service to end users. The parties committed to the philosophy that they must continually look to improve processes in order to improve performance and our ability to compete.

**FILLING TEMPORARY MECHANIC VACANCIES**

**1. General Rules**

This understanding is a supplement to the MT-615 Step 3 settlement letter dated March 17, 1993, and covers recent and any future changes to Motor Transportation cluster groups. This agreement covers all employees in the Motor Transportation Bargaining Unit when a temporary vacancy is declared or when the workload requires additional support for short term assignments.

- a. Temporary vacancies will be filled by low overtime, by classification, on a shift for shift basis. If temporary vacancies cannot be filled within the cluster, the assignment will be offered to the qualified employee at the Warren Service Center.
- b. In cases that require step-up that are expected to be less than 30-days, the assignment will be offered to the qualified employee at the work location. If not filled at the work location, it shall next be offered to the qualified employee within the cluster. If still not filled, the assignment will be offered to a qualified employee at Warren Service Center by seniority.
- c. Temporary step-up assignments expected to exceed 30 days will be filled in accordance with Article 8, Section 10 of the agreement.
- d. Employees currently on temporary assignment will not be considered available for other temporary assignments that may occur.
- e. For purposes of this agreement, temporary vacancies will be defined as those expected to last less than 6 months. A short-term assignment is defined as 30 working days or less.
- f. Vacancies that are expected to exceed 6 months, but when an employee is expected to return to his position without restrictions, will be bid within the Bargaining Unit and filled per article 8, Section 35 of the agreement.
- g. Prior to filling a temporary assignment exceeding 6 months, a discussion will be held between the appropriate Fleet Manager or his/her delegate, and the Bargaining Unit Chairman or the next available Officer prior to action being taken.

- h. If more than one temporary assignment becomes available on the same day, the most senior qualified person in that job classification headquartered at the work location will be offered the assignment. If not filled at the work location, it will then be offered to a qualified employee within the cluster. If the assignment cannot be filled within the cluster, it will be offered to the qualified employee at Warren Service Center.

## 2. Temporary Mechanic Vacancies - Warren Center Garage

For vacancies expected to last less than 6 months at Warren Service Center, the following will apply:

- a. Management has the option of not filling vacated positions.
- b. Management may fill the vacancy by using temporary contract help with prior discussion with the Bargaining Unit Chairman or the next available officer.
- c. The onsite use of contract personnel for a period of over sixty days shall be discussed with the Bargaining Unit Chairman or next available officer prior to taking action.

## 3. Fleet Cluster Areas

For the purposes of this agreement, the Fleet Cluster Areas are as follows:

### South Area

- **Warren Service Center**
  - Beech St. Garage
  - Boat Club
  - Conners Creek PP
  - Facilities Operations Edison Ctr.
  - General Offices
  - Mechanical Mailing Ctr.
  - Service Building
- **Trombly Service Center**
  - Noble
  - NE Station
- **Allen Road Facility**
  - Lynch Road
  - Caniff SC
  - Outer Drive WH
  - River Rouge
- **Monroe Power Plant**
  - Fermi 2
  - Newport SC
  - Trenton Channel PP
  - Sibley Quarry
- **Western Wayne Service Center**
  - Ann Arbor SC
  - Broadway
  - Michigan Avenue

### North Area

- **Redford Service Center**
  - Coolidge
  - Royal Oak
  - Technical Training Center
  - Farmington Comm.

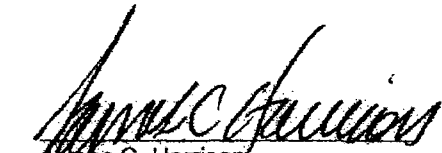
- **Mt Clemens Service Center**
  - St. Clair PP
  - Belle River PP
  - Belle River Compr. Station
  - Marysville PP
  - Marysville SC
  - Greenwood EC
  - NAEC
  - Macomb Center
  - Harbor Beach PP
  
- **Pontiac Service Center**
  - Shelby SC
  - Milford
  - Wixom Pole Yard
  - Howell SC
  - Lapeer SC
  
- **Wealthy Center**
  - Muskegon

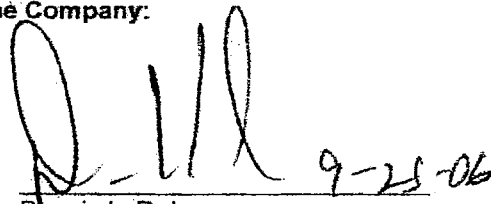
In the future, if Motor Transportation Cluster changes are anticipated, management will discuss the impact of such changes with the bargaining unit Chairman prior to implementation. Management reserves the right to make changes following the discussion. Union reserves the right to grieve management's decision in accordance with Article 4 of the Local 223 agreement.

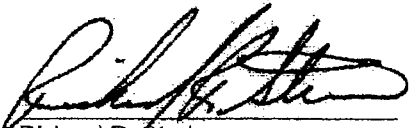
With the signing of this MOU, the parties agree that this agreement will be permanent and binding, unless modified by the parties.

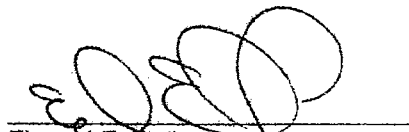
**For the Union:**

**For the Company:**

  
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