

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DTE ENERGY FLEET BUSINESS UNIT
AND
UWUA LOCAL 223
MOTOR TRANSPORTATION BARGAINING UNIT
RE: TEMPORARY ASSIGNMENT AGREEMENT
December 10, 2015**

This Memorandum of Understanding (MOU) between the Fleet Business Unit of DTE Energy and the Motor Transportation Bargaining Unit of Local 223, UWUA, AFL-CIO replaces the current "Fleet Temporary Assignment Agreement" dated September 8, 2006. However, the provisions in the settlement agreements for MT-494 and MT-615 are incorporated into this MOU.

Unless specified otherwise herein, the parties agree that the provisions set forth in the Local 223, UWUA-Trades Collective Bargaining Agreement (CBA) and Overtime rules will continue to apply for all the respective classifications in the Motor Transportation Division, except as agreed to below. The parties are committed to the Continuous Improvement philosophy in order to improve performance and our ability to compete.

General Rules -- FILLING TEMPORARY VACANCIES

This Agreement covers all locations and all members in the Motor Transportation Bargaining Unit when management declares a vacancy under the following circumstances.

The following provisions are hereby incorporated from previous Agreements as indicated:

- a) Travel time is added to overtime balance (per the MT-615 settlement agreement).

Temporary Vacancy – More than 30 Days but Not to Exceed Six Months - Article 8.35 of the CBA will be followed for "Temporary Vacancies" expected to last more than thirty (30) working days but less than six (6) months. Management also has the choice of either posting or conducting a canvas to expedite filling the vacancy.

"Short Term" Temporary Assignments -- 30 Days or Less - the following procedure shall be adhered to when filling "Temporary Assignments" of thirty (30) days or less at a specific location:

Sr. Mechanic A	Sr. Mechanic B	Mechanic	Mechanic Assistant
1. Canvas by Senior A seniority.	1. Canvas by Sr. Mechanic "B" seniority.	1. Canvas by seniority of available Mechanics.	1. Canvas by seniority only.
2. Canvas by seniority of available Sr. B's and Mechanics	2. Canvas by seniority of available Sr. A's and Mechanics	2. Canvas by available qualified Apprentice seniority	
		3. Canvas by Senior Mechanic seniority	

When a "Short Term Temporary Assignment" is not filled at the identified location, then proceed to the **next closest location within the location's assigned cluster** using the following process:

Sr. Mechanic A	Sr. Mechanic B	Mechanic	Mechanic Assistant
1. Canvas by Sr. Mechanic "A" by overtime list ranking.	1. Canvas Sr. Mechanic "B" by overtime list ranking.	1. Canvas Mechanic or qualified Apprentice by overtime list ranking.	1. Canvas by overtime ranking only
2. Canvas by available Sr. "B's" and Mechanics by seniority list ranking	2. Canvas by available Sr. "A's" and Mechanics by seniority list ranking	2. Canvas by Sr. Mechanic overtime list ranking.	

When an employee accepts an assignment with a new shift that starts eight (8) hours or less from the end of their current shift, it will be done with the understanding that the employee will be released nine (9) hours before the start of the new assignment and that there will be no short shift change paid.

When one or more employees have an equal number of overtime hours at the time of the canvass, the most senior employee shall have preference.

If the temporary assignment is not yet filled, repeat the above steps at subsequent next closest location(s) within the cluster until filled:

- a) Employees currently on short term assignments are considered "not available" for other short term assignments.
- b) Employee currently filling temporary vacancy will not be available for new temporary vacancy but will be available for a short term assignments.
- c) If more than one temporary or short term assignment becomes available on the same day, the senior employee in the canvassed group will have first choice of assignments.
- d) For Clusters 1, 2, 3, 4, 5, and 6, proceed to Warren SC L-100.
- e) For Cluster #7, the canvass will proceed from Lynch Road, Coolidge Station, and Michigan Avenue to Allen Road (NOTE: Allen road will be the headquarters for Gas employees).

Temporary Vacancies that are Expected to Exceed Six (6) Months

- a) Temporary assignments that are expected to exceed six (6) months will be bid within the Bargaining Unit per Article 8, Section 35 of the CBA when an employee who is on a temporary leave is expected to return to his position without restrictions.
- b) Prior to filling a temporary assignment that is expected to exceed six (6) months, a discussion will be held between the appropriate Fleet Manager or designate, and the Bargaining Unit Chairperson or their designated Representative.

Temporary Mechanic Vacancies – Warren Service Center Garage/Allen Road Station

For vacancies expected to last less than six (6) months at Warren Service Center or Allen Rd Station, 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) Any proposed use of contractors at either Warren SC or Allen Road Station shall have the appropriate notification provided to the union per Article 12, Section 2 of the CBA.

Fleet Cluster Areas

For the purposes of this agreement, the Fleet Cluster alignment is as follows:

Warren SC L-100

*Beech Street Garage (4)

Cluster #1

Trombly SC
Caniff SC
Redford SC

Cluster #2

Western Wayne SC
Ann Arbor SC
Newport SC

Cluster #3

Pontiac SC
Shelby SC
Howell SC

Cluster #4

Mt. Clemens SC
Marysville SC (1)
Lapeer SC
NAEC SC

Cluster #5

Belle River PP
St. Clair PP
Marysville SC (1)

Cluster #6

Monroe PP
Fermi II
Trenton Channel PP (2)
River Rouge PP (2)
Newport SC (3)

Cluster #7 (5)

Allen Road Station
Lynch Road Station
Coolidge Station
Michigan Ave. Station

- (1) Marysville SC personnel can be used to support Belle River PP/Marysville PP due to proximity and required qualifications.**
- (2) River Rouge PP and Trenton Channel PP can be supported directly from Warren SC also due to proximity and required qualifications.**
- (3) Newport SC can be used to support Monroe PP and Fermi II due to proximity and required qualifications.**
- (4) Warren SC will support Beech St. directly.**
- (5) Allen Road Station will be the feeder location for Cluster #7.**

If Motor Transportation Cluster changes are anticipated, Management will discuss the impact of such changes with the Bargaining Unit Chairperson prior to implementation. Management reserves the right to make changes following the discussion. The Union reserves the right to grieve management's decision in accordance with Article 4 of the Local 223 CBA.

This MOU will be in effect for the duration of the current Local 223 Collective Bargaining Agreement (March 25, 2013 – June 7, 2017) and can be reviewed by both parties at any time.