

LOCAL 223 GAS DIVISION
Field Service
Memorandum of Understanding
Uniform Committee Guidelines

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree that they will work together to review the existing clothing practices, and to explore developing a more cost effective process that serves the needs of the Union and the Company. The Company and the Union agree to the following principles:

- A) The uniform needs of Field Service will be independently assessed by representatives of the workforce, and by management. The union will be provided releases for (1) one-half (1/2) day meetings for the purpose of assessing the uniform requirements of the group. Up to 4 represented employees designated by the Union, 1 from each station (Lynch Rd, Allen Rd, Michigan Ave, & Coolidge) may attend their respective group's meeting.
- B) The cumulative needs of all the Operations groups will be reviewed by a committee consisting of 2 Management representatives, 2 Union Officers, and up to 4 represented employees to be selected by the Union. This committee will meet as often as needed. If the Company and Union are unable to reach a resolution, the company will honor the work clothing provisions as outlined under article 8.20, and any other applicable provisions of the CBA.
- C) It is understood that Management and the Union reserve the right to substitute meeting attendees as needed, based on the issues.

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

LOCAL 223 GAS DIVISION
Field Service
Boot and Shoe Allowance

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree that in the first year of the successor collective bargaining agreement to the 2004-2007 collective bargaining agreement between the Company and Local 223 (hereinafter "successor cba"), the Company will increase the current safety and work shoe allowances as currently established in Section 8.20 of the cba by \$15.00 to \$175.00 and \$145.00 respectively. If an agreement on a comprehensive Gas Operations uniform policy is reached by October 7, 2007, the new allowances will remain in effect until the expiration of the successor cba. If such agreement is not reached by the October 7 deadline, the allowances will revert to the current amounts of \$160.00 and \$130.00. The October 7th deadline may be extended by mutual agreement of both parties.

For purposes of this Boot and Shoe Allowance agreement only, a contract year is defined as running from July 1 through the subsequent June 30. In this regard, the first year of the successor cba begins on July 1, 2007.

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

LOCAL 223 GAS DIVISION
Field Service
Memorandum of Understanding
Work Assignments by Sections

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree to canvass all incumbent Field Service employees to pick new work area assignment by sections.

1. The Company agrees to canvass all incumbent Field Service employees to pick sections every three years by seniority.
2. Neither existing employees nor new hires who hire into the stations will have bumping rights into sections. Employees will be placed wherever there are openings until the next scheduled cycle for employees totally re pick sections.
3. The appropriate Company leaders at each station shall determine how many employees by classification are required in each section or area within the station's regional boundary.
4. Prior to employees picking section areas, the Company will provide a map of said sections and Supervisors and/or Formal Leaders so the employees can make educated decisions on their preference of sections.
5. If employees choose not to pick a section then they will be considered floaters and go wherever assigned.
6. Employees might not be assigned work in their preferred area. When the dispatch group auto routes work, at the Company's discretion an employee might be relocated away from his preferred area into adjacent areas.
7. Section assignment may change not only due to location of workload, but also due to seasonal activity and the number of available FSO employees.
8. At its discretion, the Company may exercise its contractual right to loan employees from one station to another.

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

**LOCAL 223 GAS DIVISION
Field Service**

**Memorandum of Understanding
General Service Technician Count**

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree that Field Service based General Field Operators will not be counted in the Company's obligation to maintain 72 General Service Technicians outlined within the Gas addendum to the CBA . All other terms and conditions of the CBA will continue to apply.

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

LOCAL 223 GAS DIVISION
Field Service
Memorandum of Understanding
Personal Day procedure modification

Personal Day Off

Service employees will be permitted personal days off without an explanation. A vacation / CTO day must be used for the personal day off unless the employee's vacation / CTO time is used up. A voluntary day off will be allowed if the employee's vacation/CTO is used up.

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree that:

- 1) Personal days will be limited to two employees per station with 49 or fewer employees and three employees per stations with 50 or more employees.
- 2) Personal days will be allowed on the day shift only.
- 3) Request for personal days will be honored on a first come first serve basis. In order to assure that the first come first serve basis is honored, the Company will have a designated Management Representative available to receive the calls.
- 4) **The cut off time for requesting said personal days would be 7:30 am.**
- 5) Personal days cannot be taken
 - A Before or after a holiday
 - B Before or after a scheduled vacation/CTO day
 - C On Fridays
 - D During a Holiday week
- 6) The number of instances in which an employee can utilize this provision shall be limited to no more than twelve (12 instances per employee throughout a rolling 12 month period. Personal days are intended for emergencies to assist the employee when other scheduled arrangements cannot be made.

This agreement will supersede the previous agreement(s) on Personal Days Off.

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

LOCAL 223 GAS DIVISION
Field Service
Memorandum of Understanding
Home Start Proposal

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree that they will work together to explore the possible implementation of a Home Start program for Field Service employees, that serves the needs of both the Company and the Field Service employees. The Director of Southeast Operations and the Union Officers will begin meeting immediately to explore the parameters, timeframes, and guidelines for this initiative.

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

**LOCAL 223 GAS DIVISION
Field Service**

**Memorandum of Understanding
Workload Management proposal**

The Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO ("Union") and Michigan Consolidated Gas Company ("Company") agree to establish a Workload Management Review Committee consisting of the Director of Performance Management, the Director of Southeast Operations, and the Gas Division Bargaining Unit Officers, to review the Field Service workload in the MichCon Southeast region. This Committee will meet quarterly, and will establish their own guidelines, unless specific guidelines are defined within the new 2007 Collective Bargaining Agreement (CBA). If so, this Committee will be structured and will operate in full accordance with the (CBA).

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

**LOCAL 223 GAS DIVISION
Field Service**

**Memorandum of Understanding
G9 program proposal**

Michigan Consolidate Gas Company (“the Company”) and the Gas Division Bargaining Unit of Local 223, UWUA, AFL-CIO (“Union”) agree to establish a team to explore re-establishing G9 opportunities within Field Service. The Director of Field Service, Director of Marketing, and the Union Officers will meet and establish their own parameters, timeframes and ground rules. These groups will meet within one month of ratification of the cba

This agreement is pending ratification of the 2007 CBA, and signed effective August 10th, 2007.

Agreed on behalf of the Company

Agreed on behalf of the Union

