

Utility Workers Union of America Local 223 Contract Bulletin

Details of the **TENTATIVE AGREEMENT** between Local 223 Trades, OPT and Gas members and DTE Energy



Brothers and Sisters,

The Local 223 Negotiations Team recently reached a new Tentative Agreement with DTE, dated July 17, 2017, that incorporates several key changes for our membership that align with the information we received from the recent re-negotiations survey:

In this agreement you will see:

- Annual base wage increases each year
- Maintained healthcare contributions from previous Tentative Agreement
- Revised progression language
- Time off for birth of child
- Increased VEBA contributions
- Increased hearing benefit
- Additional option for retirement
- Improved grievance procedure
- Retroactive pay for all hours worked back to 6-12-17

These changes align with what membership told us in our recent re-negotiation survey results. The following pages contain key components of the July 17 Tentative Agreement as they relate to Wages and Healthcare. This Tentative Agreement was unanimously approved by the Executive Board of Local 223.

In the next couple of weeks we will be holding several informational meetings. We encourage you to attend a meeting near you, to get answers to any questions you may have. Ballots will then be mailed to your homes and you will be given the opportunity to vote on this 4 year contract. Please take the time to review the bulletin and read all of the changes. We believe after reviewing the tentative agreement, you will agree with the recommendation of the Local 223 Executive Board and General Council by Voting **YES** for this agreement.



UWUA, LOCAL 223, AFL-CIO
15160 Commerce Drive N.
Dearborn, MI 48120
(313) 271-9700

WAGES AND BENEFITS:

The table below shows the new Tentative Agreement signed July 17, 2017. The tables provide relevant information related to general wage and yearly healthcare contribution increases. The changes to the current Tentative Agreement directly correlate with the feedback received from members as part of the recent Local 223 DTE Contract Re-Negotiations Survey 2017. The Local 223 Negotiations Team listened to what the membership said should be the top priorities for negotiating a new contract. Membership indicated that Higher Wages and Healthcare benefits were the top priorities. The Negotiations Team secured higher annual wage increases without any additional offsets to healthcare contributions and/or healthcare plan design from the initial Tentative Agreement of March 23, 2017.

General Wage Increase

2017	2.5%
2018	2.95%
2019	2.95%
2020	2.95%

NOTE: The Company will pay lump sum payments in lieu of a general base wage increase, less applicable tax deductions, to those classifications that are not eligible to receive general base wage increases.

(If you have received GWI increase in the past you are eligible to receive the GWI. If you have received a lump sum in the past, you will receive a lump sum.)

	Current Rate	2017 Rate 2.5%	2018 Rate 2.95%	2019 Rate 2.95%	2020 Rate 2.95%
	\$36.88	\$37.80	\$38.92	\$40.07	\$41.25
	\$40.53	\$41.54	\$42.77	\$44.03	\$45.33
	\$35.78	\$36.67	\$37.75	\$38.86	\$40.01
AVG Local Wage	\$37.05	\$37.98	\$39.10	\$40.25	\$41.44

Making Gains for Customer Service Representatives

Members also wanted this Tentative Agreement to ensure wage increases for all of our members. Listed on the next page are the wage gains for the Customer Representative Entry Level, Transactional and Specialist classifications.

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

CR Entry Level, Transactional (TR) and Specialist (SP) Classifications

2017	2.5% Lump Sum
2018	2% General Wage Increase and .95% Lump Sum
2019	2.95% Lump Sum
2020	2% General Wage Increase and .95% Lump Sum

CR Entry Level

A \$500 Lump sum will be paid in 2017 to the EL's, the employee must have been hired on or before the date of contract ratification and must be in the same classification.

Benefits

We were asked to maintain affordable healthcare for our members. Rumors were spread in the first tentative agreement that the healthcare contribution increases were much higher than they actually were. In our re-negotiations, we maintained the low increases from the March 2017 tentative.

Below is a chart that shows the contribution increase per year and the net annual increase for the average wage of \$37.05.

Healthcare Contribution Increase and Wage Increase Tentative Agreement dated July 17, 2017

Calendar Year	hourly	annual	Average Annual		Medical		Avg. yearly Healthcare	Average Member Net
			%	\$	% of base pay	Annual \$ Amount		
2016	\$37.05	\$77,064	n/a	n/a	3.00%	\$2,312	n/a	n/a
2017	\$37.98	\$78,998	2.50%	\$1,934	3.00%	\$2,370	\$58	\$1,876
2018	\$39.10	\$81,328	2.95%	\$2,330	3.15%	\$2,562	\$192	\$2,138
2019	\$40.25	\$83,720	2.95%	\$2,392	3.30%	\$2,763	\$201	\$2,191
2020	\$41.44	\$86,195	2.95%	\$2,475	3.45%	\$2,974	\$211	\$2,264
Totals				\$9,131			\$662	\$8,469

The average net impact of the July 17, 2017 Tentative Agreement's four year contract is **a gain of \$8,469.**

The chart shows that as a result of the July 17 Tentative Agreement, average annual wages have increased by more than \$9,131 over the four-year term of the Agreement. As a result of aligning the negotiation priorities from the membership survey results, the Negotiation Team delivered increased annual wages with minimal healthcare contributions and /or plan design changes. Also, it is important to note that healthcare contributions are considerably less for both Employee Only and Employee + 1 plans(s), thereby resulting in further gains for members.

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

Transactional Classification

Calendar Year	Average Wage Increase % and Average Annual \$	Average Yearly Healthcare Contribution Increase	Average Member Net Annual Increase
2017	2.5% Lump Sum \$832	\$50	\$782
2018	2% + .95% Lump Sum \$666+316=\$982	\$72	\$910
2019	2.95% Lump Sum \$1,001	\$51	\$950
2020	2% + .95% Lump Sum \$686+\$322=\$1,008	\$86	\$922

The average net gain of the July 17, 2017 Tentative Agreement's 4-year contract is a **net gain of \$3,564**.

Additional Healthcare Information – Coinsurance and Out-of-Pocket Maximums

Although there has been much debate recently about healthcare, two things that most everyone can agree upon are that: 1) healthcare can be complex and that 2) healthcare costs continue to increase. In an attempt to help members, the Negotiations Team will provide healthcare-related educational information periodically. A couple of potential areas of confusion for members include Out-of-Pocket Maximums and Coinsurance, which are addressed below with a hypothetical example of how these two items work follows.

A Local 223 member requires surgery at a participating hospital. The final cost of the surgery and related services totals \$15,000. A BCBSM PPO member will receive an Explanation of Benefit (EOB) detailing the covered services and amounts paid to the provider and facility. The EOB will also indicate the amount of Patient Responsibility. In this illustrative example, the following would apply:

Services Received	Total Amount of Services	Paid by BCBSM to Providers & Facilities	Patient Coinsurance	Patient Responsibility – Out-of-Pocket Maximum
Surgery, hospitalization, etc.	\$15,000	\$12,000 (\$15,000 X 80%)	\$3,000 (\$15,000 X 20%)	\$1,500

Although the member coinsurance is 20% (or \$3,000), **the member responsibility is capped at \$1,500** which is the amount of the Out-of-Pocket Maximum in the BCBSM PPO plan. **Each individual's Out-of-Pocket maximum cost share under the BCBSM PPO plan is \$1,500** (and \$1,000 for each Individual enrolled in the BCN HMO or HAP HMO plans). Knowing that members have a maximum amount of out-of-pocket expenses protects one from serious financial hardship. It is important to note that the example above is based upon receiving In-Network services – always check with your health plan to ensure your doctors are In-Network providers. Simply call the number on the back of your health plan ID card; or log on to their website to obtain further information.

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

HEALTH AND WELFARE BENEFITS

You will notice there are slight increases for employee contribution in each year. There is a slight increase to deductibles as well as an increase to the Prescription drug plan, but the Out of Pocket Max numbers stayed the same. All deductibles, coinsurance and copays (i.e. prescription, primary care physician, specialist office visit, urgent care visit, emergency room visit, ...) paid by participants for covered medical and prescription services accumulate toward the out of pocket maximums.

Medical services subject to deductible include inpatient hospital services, outpatient hospital services, lab, x-rays and imaging (i.e. MRIs).

Active Employee Healthcare Contributions

Effective January 1, 2018, the full-time annual employee medical contributions will change as follows:

Current Healthcare contributions: 2017

Employee2% Employee +12.5% Employee +2 or more3%

Local 223 - Employee PPO and HMO Medical Contributions - % of Base Pay

Year	2018	2019	2020	2021
Employee	2.10%	2.20%	2.30%	2.42%
Employee + 1	2.63%	2.75%	2.88%	3.03%
Employee + 2 or more	3.15%	3.30%	3.45%	3.63%

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

Active Employee Medical Plan Designs

Effective January 1, 2018, the medical plan designs will be as follows:

BCBS PPO

Network	PPO	
	BCBSM	
	In-Network	Out-of-Network
Deductible - Individual	\$400	\$800
Deductible - Family	\$800	\$1,600
Coinsurance	20%	40%
Medical OOP Max - Individual	n/a	n/a
Rx OOP Max - Individual	n/a	n/a
Total OOP Max - Individual	\$1,500	\$3,000
Medical OOP Max - Family	n/a	n/a
Rx OOP Max - Family	n/a	n/a
Total OOP Max - Family	\$3,000	\$6,000
Inpatient Hospital Services	20% after ded.	40% after ded.
Outpatient Services	20% after ded.	40% after ded.
Diagnostic Tests (Lab / X-Rays)	20% after ded.	40% after ded.
Office Visit - Primary Care	\$30	40% after ded.
Office Visit - Specialist	\$35	40% after ded.
Urgent Care	\$30	40% after ded.
Emergency Room (waived if admitted)	\$100	\$100
Retail Pharmacy (30 day supply)	In-Network	
Tier 1 - Generic	\$15	
Tier 2 - Formulary Brand	\$30	
Tier 3 - Non-Formulary Brand	\$50	
Specialty Pharmacy (30 day supply)		
Tier 4 - Formulary Specialty	\$60	
Tier 5 - Non-Formulary Specialty	\$70	
Mail Order Rx (90 day supply)		
Tier 1 - Generic	\$30	
Tier 2 - Formulary Brand	\$60	
Tier 3 - Non-Formulary Brand	\$100	

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

BCN HMO

	HMO
Network	BCN
	In-Network
Deductible - Individual	\$100
Deductible - Family	\$200
Coinsurance	10%
Medical OOP Max - Individual	n/a
Rx OOP Max - Individual	n/a
Total OOP Max - Individual	\$1,000
Medical OOP Max - Family	n/a
Rx OOP Max - Family	n/a
Total OOP Max - Family	\$2,000
Inpatient Hospital Services	10% after deductible
Outpatient Services	10% after deductible
Diagnostic Tests (Lab / X-Rays)	10% after deductible
Office Visit - Primary Care	\$25
Office Visit - Specialist	\$30
Urgent Care	\$25
Emergency Room (waived if admitted)	\$100
Retail Pharmacy (30 day supply)	In-Network
Tier 1 - Generic	\$15
Tier 2 - Formulary Brand	\$30
Tier 3 - Non-Formulary Brand	50% (\$50 min, \$75 max)
Specialty Pharmacy (30 day supply)	
Tier 4 - Formulary Specialty	\$60
Tier 5 - Non-Formulary Specialty	\$70
Mail Order Rx (90 day supply)	
Tier 1 - Generic	\$30
Tier 2 - Formulary Brand	\$60
Tier 3 - Non-Formulary Brand	50% (\$100 min, \$150 max)

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

HAP HMO

	HMO
Network	HAP
	In-Network
Deductible - Individual	\$100
Deductible - Family	\$200
Coinsurance	10%
Medical OOP Max - Individual	n/a
Rx OOP Max - Individual	n/a
Total OOP Max - Individual	\$1,000
Medical OOP Max - Family	n/a
Rx OOP Max - Family	n/a
Total OOP Max - Family	\$2,000
Inpatient Hospital Services	10% after deductible
Outpatient Services	10% after deductible
Diagnostic Tests (Lab / X-Rays)	10% after deductible
Office Visit - Primary Care	\$25
Office Visit - Specialist	\$30
Urgent Care	\$25
Emergency Room (waived if admitted)	\$100
Retail Pharmacy (30 day supply)	In-Network
Tier 1 - Generic	\$15
Tier 2 - Formulary Brand	\$30
Tier 3 - Non-Formulary Brand	50% (\$50 min, \$75 max)
Specialty Pharmacy (30 day supply)	
Tier 4 - Formulary Specialty	\$60
Tier 5 - Non-Formulary Specialty	\$70
Mail Order Rx (90 day supply)	
Tier 1 - Generic	\$30
Tier 2 - Formulary Brand	\$60
Tier 3 - Non-Formulary Brand	50% (\$100 min, \$150 max)

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

Advanced Utilization Management Program – Effective January 1, 2018, the Company will utilize an Advanced Utilization Management Program for prescription drug coverage. The Advanced Utilization Management Program for prescription drug coverage will be maintained and updated by the Pharmacy Benefits Management Company (PBM). The patient will be required to follow the Advanced Utilization Management program when filling or re-filling a prescription on or after January 1, 2018.

(e) **Healthy Living Requirements (HLR)** – Employees and spouses enrolled in DTE Local 223 medical plans must each complete both Healthy Living Requirement tasks during the Healthy Living Qualification Period (see the chart below for the dates of the HLR Qualification Period).

- **Task 1:** Obtain an Annual Physical with required biometric lab tests and submit a completed Physical Screening Form to the third party administrator(s) before the end of the Healthy Living Requirement (HLR) Qualification Period. A completed Physical Screening Form must be received by the third party administrator(s) before the end of the Healthy Living Requirement (HLR) Qualification Period.

- **Task 2:** Complete an online health assessment before the end of the Healthy Living Requirement (HLR) Qualification Period.

Non-compliance by an employee, enrolled on a DTE Local 223 medical plan with the above Healthy Living Requirements, will result in the employee being charged a Healthy Living Requirements (HLR) Surcharge (according to the HLR Surcharge Schedule chart listed below) that will be assessed during the Healthy Living Requirements (HLR) Surcharge Period listed below.

Non-compliance by an employee’s spouse, enrolled on the employee’s DTE Local 223 medical plan with the above Healthy Living Requirements, will result in the employee being charged a Healthy Living Requirements (HLR) Surcharge (according to the HLR Surcharge Schedule chart listed below) that will be assessed during the Healthy Living Requirements (HLR) Surcharge Period listed below.

Healthy Living Requirements – Qualification Period, Surcharge Period and Surcharge Schedule

<i>HLR QUALIFICATION PERIOD</i>	<i>HLR SURCHARGE PERIOD</i>	<i>HLR SURCHARGE FOR EMPLOYEE</i>	<i>HLR SURCHARGE FOR SPOUSE</i>
October 1, 2016 - September 30, 2017	January-December 2018	\$800 annual (\$30.77 per pay period)	\$800 annual (\$30.77 per pay period)
January 1, 2018 - June 30, 2018	January-December 2019	\$1,000 annual (\$38.46 per pay period)	\$1,000 annual (\$38.46 per pay period)
January 1, 2019 - June 30, 2019	January-December 2020	\$1,200 annual (\$46.15 per pay period)	\$1,200 annual (\$46.15 per pay period)
January 1, 2020 - June 30, 2020	January-December 2021	\$1,200 annual (\$46.15 per pay period)	\$1,200 annual (\$46.15 per pay period)

January 1, 2021-June 30, 2021

Plan Elimination – Effective January 1, 2018, Aetna Open Choice PPO healthcare plan, Priority Health HMO healthcare plan and Delta EPO dental plan will be eliminated.

Hearing Benefit – The Hearing benefit for each active employee and their dependents has been increased from \$600.00 to \$1,000.00.

(Numbers in the boxes/tables may not be exact but are very close and are meant as an example.)

Retiree Medical Contributions – Retiree Health Care Provisions/Contributions For OPT/Trade employees hired prior to June 30, 2007 and for Gas Division employees hired prior to January 1, 2001:

- **For those who retire on or after January 1, 2018, the pre-65 retiree medical contribution will be \$135 per month.**
- **For those who retire on or after January 1, 2019, the contribution will be \$145 per month.**
- **For those who retire on or after January 1, 2020, the contribution will be \$160 per month.**

Monthly contributions cease and participation in the Company's group health plan ceases when the retiree and all dependents become eligible for the Company annual subsidy as described in Section 10.10(i) 9(ii) ...

Unsubsidized Lump Sum Payment Option – Effective September 1, 2017, add a 100% unsubsidized lump sum payment option for retirees and terminated vested pension plan participants. Should it be administratively feasible to implement this option on an earlier date, the Company will notify the Union.

Retirement Counseling – Effective June 30, 2017, the in-person retirement counseling program will be eliminated. Effective July 1, 2017, employees seeking retirement counseling will be assigned a DTE qualified specialist (currently, through Your Benefits Resource Center) for questions related to retiree income and medical.

401(k) – As soon as practicable, Company match and additional company contributions will not be delivered 100% in DTE Energy stock. Instead they will be deposited into a Target Fund based on your age.

Funeral Time Modify Section 10.4, *To add "step-child"*

Section 10.4 Funeral Time. An employee will be paid regular straight-time hourly rate of pay when absent during scheduled work hours because of the death of a member of that employee's immediate family: spouse, child, **step-child**, father, mother, sister, brother, father-in-law, mother-in-law, grandfather, grandmother, or grandchild provided.

Opt Out Credits – Effective January 1, 2018, if a Local 223 employee is enrolled in his or her spouse's DTE Energy medical, dental or vision benefits, the Local 223 employee will not be eligible to receive a medical, dental and vision opt out credit.

Same Sex Domestic Partners – Effective January 1, 2018, same-sex or opposite-sex domestic partners are not eligible to receive benefits without a valid marriage certificate, pursuant to changes in federal law.

New Hire – Retiree Contributions (VEBA Contributions) – For new hires in the Trade, OPT and Gas Divisions on or after June 7, 2010 (page 87, paragraph iv., of the 2013-2017 CBA), effective June 6, 2017, increase the current \$35/week contribution to \$37.50/week, and effective January 1, 2020, increase the \$37.50/week contribution to \$40.00/week.

The effective date of the first increase (\$35/week to \$37.50/week) will be June 6, 2017.

Progressions – As a result of our re-negotiations, Local 223 made improvements on progressions. For anyone who is currently employed at DTE they will not be affected by the new hire progressions. The information listed on next page only applies for employees who are hired on or after August 21, 2017.

- (a) **Progressions** – For employees who are hired into the Company on or after August 21, 2017, the progressions will be as follows; unless otherwise mutually agreed between the Union and Management Representatives in each Bargaining Unit (term and conditions of existing agreements will remain in full force and effect).

- (b) The parties agree to create new hire progressions for Trades, OPT, and Gas. **For employees who are hired into the Company on or after August 21, 2017, the progressions will be as follows:**

For Trades:

- For positions with current starting rates of \$17.00/hour or higher, only the starting rates will be reduced by 2 T-grades.

For Gas:

- The starting rate will be 60% of the applicable max rate, less \$1.00; thereafter, the rate will be increased by \$1.00 every 12 months, until the existing progressions are completed (the total length of the progressions will remain unchanged).

For OPT:

- The current “MIN” wages for all OPT positions will be frozen for the 2018 and 2020 general wage increases of the 2017-2021 Collective Bargaining Agreement. This will not extend the total time to reach the MAX. The Bargaining Unit and management (and/or their delegates) agree to meet to implement changes to OPT progressions to ensure total time to reach MAX is not increased. Discussions should commence as soon as possible following the ratification of this TA. The meeting will be set up by management. The MIN freeze will not begin until parties have completed the OPT progression changes.

Life Insurance:

Local 223 will have option to accelerate payment of death benefits if an employee is terminally ill (having a life expectancy of 12 months or less). The amount of Employee Term Life Insurance that an employee may elect is equal to 80% of the amount in force on your life on the date Prudential receives the proof that an employee is terminally ill. Amount cannot exceed \$250,000. Company will provide additional details regarding this benefit – description provided on this document is just a summary.

SUCCESSOR CLAUSE

Extended to January 1, 2022

Retirement Decision Window – The Company agrees to provide a retirement decision window from the effective date of the Agreement through Saturday, September 30, 2017 to allow employees to review the terms of the new Agreement. OPT, Trades and Gas employees who wish to retire under the terms of the prior 2013-2017 Agreement must request an effective retirement date that is on or before Saturday, September 30, 2017. In order to retire effective September 30, 2017, an employee’s last day on the active roll must be September 29, 2017, and the employee must make a retirement request no later than 11:59 p.m. on September 29, 2017. Employees must make a retirement request by contacting Your Benefits Resources Center at 1-866-899-4383 **AND** Janet Posler, or equivalent, at DTE Energy at 313-235-7330. Employees who call after the close of business must leave a message that includes their name, ID number, telephone number, last day of active employment and effective date they are requesting retirement, which will be the day immediately following the employee’s last day on the active roll. A request to retire that is made on September 30, 2017 will not have an effective retirement date any earlier than Sunday, October 1, 2017 and will be a retirement under the terms of the new 2017-2021 CBA.

new language

The next several articles have language changes. The new language is bold and underlined. The removed language is bold and lined through.

Union Activities Modify Section 8.1, *Union Activities*, as follows:

(For the Gas Division) — *Union Activities* — The Union agrees that its officers, representatives, and members will not solicit memberships nor engage in Union activities on Company time, except as provided herein, and that its officers, representatives, and members will not intimidate or coerce employees in any manner at any time.

c) Except as provided above, no absence with pay will be permitted for Union activities. Absence without pay for Union activities **may will** be permitted subject to the following conditions:

(i) It will not interfere with the operation of the Company's business; and

(ii) The Union shall give the Company as much advance notice as possible when requesting such absence.

~~**(ii) With respect to any one (1) absence in excess of ten (10) scheduled working days, reasonable advance written notice is presented by the Union President to the Director of Human Relations prior to the commencement of such absence. The Union shall give the company as much advanced notice as possible when requesting such absence.**~~

(For Gas Division AND T&SO Department) — The Union agrees that its officers, representatives and members will not solicit memberships nor engage in Union activities on Company time, except as provided herein, and that its officers, representatives and members will not intimidate or coerce employees in any manner at any time. Union representatives shall be allowed time off, without loss of pay, during their scheduled work hours for the purpose of investigating differences or processing grievances. Absence without pay for Union activities **may will** be permitted subject to the following conditions:

(a) It will not interfere with the operation of the Company's business; and

(b) The Union shall give the Company as much as advance notice as possible when requesting such absence.

~~**With respect to any one (1) absence in excess of ten (10) scheduled working days, reasonable advance written notice is presented by the Union President to the Director of Human Relations prior to the commencement of such absence.**~~

Outside Contractors Modify Section 8.5, as follows: Section 8.5. *Outside Contractors*. (See Sec. 12.2c) (For Trade and those classifications listed in attachment "A" OPT Election/Recognition history) a. If Management proposes to contract work which is regularly and customarily done by the employees in a bargaining unit, and such contracting appears to threaten their security of employment, the chairperson or chief steward of the division will be given **prior notice prior to the start of any work thereof.**

Modify Section 8.6, Safety, as follows:

- b. (For the Trades, those classifications listed in attachment “A” OPT Election/Recognition history, and the Gas Division) – Should an employee working alone in the field become apprehensive of his or her safety in the course of his or her work, the employee **will move to a place of safety** and immediately notify the Dispatch Board of his or her concern and of the reasons therefore. Supervisory personnel will determine whether the employee should attempt to execute the work order or leave the area and defer the work order. In the event supervisory personnel determine that the work order should not be deferred, the employee will be instructed to stand outside of the area and await assistance which will be made available to the employee through his or her immediate supervisor. The supervisor will stand by on the job site until the job is completed if the job cannot be deferred.

Temporary Assignments Modify Section 8.10, Temporary Assignments for those classifications listed in attachment “A” OPT Election/Recognition history to Non-Represented Classifications, as follows:
Temporary Assignments for those classifications listed in attachment “A” OPT Election/Recognition history to Non-Represented Classifications.

- a. Management may canvass employees based on their availability, skills and location. Seniority will be considered when selecting volunteers for these assignments. **Management shall provide prior notice to the Union as to which employees will be canvassed and will provide notice to the Union as to which employees were selected for these temporary assignments.** Employees selected for these assignments will, upon termination of such an assignment, be returned to their permanent OPT represented classification.

MEDICAL EXAMINATIONS

Modify Section 8.13, as follows:

(For the Trade and those classifications listed in attachment “A” OPT Election/Recognition history) – If medical examinations are required by the Company for an employee, they shall be at the Company’s expense. Written reports of such examinations **(including return to work documentation or first-aid situations not requiring medical attention beyond first-aid)** will be given to an employee, upon request from the employee, except where the examination is a routine pre-hire examination for someone new to the Company; ~~or an examination to determine if an employee who has been absent is ready to return to work, or in first-aid situations not requiring medical attention beyond first-aid.~~ If such employee...

(For the Gas Division) The Company reserves the right to require that an employee returning from a non-occupational disability be examined by the Company doctor on Company time and at Company expense and his/her determination shall govern whether or not the employee is medically able to return to work. **Written reports of such examinations (including return to work documentation or first-aid situations not requiring medical attention beyond first-aid) will be given to an employee, upon request from the employee, except where the examination is a routine pre-hire examination for someone new to the Company.**

POSITIVE DISCIPLINE

Modify Section 8.31, *Positive Discipline*, as follows:

Except as provided in Article 6, if during any discussion under Positive Discipline an employee requests Union representation, the Supervisor will cease the discussion until such time as Union representation is provided. Coaching and counseling are not discipline. If an employee is given a Written Reminder, the employee shall be notified of his/her right to be represented by a Union representative. Unless otherwise agreed between the Company and the Union, all Oral Reminders, ~~and~~ Written Reminders, and DML's shall be ~~furnished given~~ to the Chairperson of the Bargaining Unit in which the employee works. Oral Reminders, Written Reminders, and DMLs will be deactivated in 6, 12 and 18 months, respectively, in accordance with the spirit and intent of Company Policy EM4 and the Company Employment Standards for Gas Division employees. In case of a suspension or demotion, if an employee goes for three years without discipline, earlier discipline will not be used against the employee. However, Management reserves the right to review the entire disciplinary record of any employee bidding into Fermi 2 if such an employee has received discipline within the last five years.

CHOICE OF HEADQUARTERS

Modify Section 8.35, *Choice of Headquarters* (For those listed in attachment "A" OPT Election/Recognition history), as follows:

- e. If the posted vacancy is outside the bargaining unit and one or more qualified candidates are represented employees, a represented employee may will be asked to serve on the monitoring panel or the Union may review the proposed recommendations before any selection is made to understand the criteria and proposed selection. Although not binding, Management will thoroughly review the panel's recommendations before selecting an applicant to fill the position.

POSTING NOTICES OF VACANCIES

Modify Section 8.38, *Posting Notices of Vacancies* (For those classifications listed in attachment "A" OPT Election/Recognition history), as follows:

- d. If the posted vacancy is outside the bargaining unit and one or more qualified candidates are represented employees, a represented employee may will be asked to serve on the monitoring panel or the Union may review the proposed recommendations before any selection is made to understand the criteria and proposed selection. Although not binding, Management will thoroughly review the panel's recommendations before selecting an applicant to fill the position.

TIME OFF FOR BIRTH OF A CHILD

Not Otherwise Covered Under the Family and Medical Leave Act (FMLA) or Comprehensive Time Off (CTO)

To the extent that all CTO has been exhausted, an employee shall be excused for a maximum of 8 hours, without loss of straight time pay, for extenuating circumstances not covered by FMLA or CTO. A child in this case will be defined the same as existing CBA language of covered dependent. It is the employee's responsibility to request this type of absence. The absence will initially be unpaid permissible. The employee will be required to provide proof. If the proof is received and approved, the absence will be corrected and paid retroactively. If the absence is not approved, the absence will be corrected as unpaid non-permissible. The time allowed to provide the required proof will be 15 days.

UNION SECURITY/CHECK-OFF AUTHORIZATION LANGUAGE

Section 1.4 Agency Shop

- (a) The Company shall, if an employee so elects, deduct from the pay of each new bargaining unit employee who, on or after the effective date of this Agreement, authorizes deductions for membership dues and initiation fees, in sums established by the Union. The Company shall continue to deduct membership dues and initiation fees (if applicable), of current employees who have authorized such deductions.
- (b) The Company shall neither encourage nor discourage current or new employees within the bargaining units represented by Local 223 to be members of the Union.

Section 1.5 Assignment and Authorization for Deduction of Initiation Fee, Dues, Substitute Payments, Contributions, and Assessments

- (a) The Company will, hereafter, with respect to each employee who has individually and voluntarily authorized such deduction in writing in a form acceptable to the Company, deduct from the wages due an employee his/her membership dues or substitute payments, including:
1. A duly authorized uniform initiation fee assessed by the Union.
 2. Duly authorized membership dues (including such general assessments as may be a party thereof) levied by the Union.
 3. Substitute payments.
 4. Duly authorized contributions to the Utility Workers Union of America Legislative Education Fund, a Federal Political Action Committee established pursuant to 52 U.S.C. Section 30118(b) of the Federal Campaign Finance Act.

Any such authorization may be revoked at any time by the employee by sending notice to the Paymaster of the Company and to Local 223 by registered mail, return receipt requested. As a convenience, the Company will continue to deduct dues of an employee transferred to a classification not covered by this Agreement during his/her trial period of six (6) months. The authorization will be automatically canceled when employment in the Company is terminated for any reason, or six (6) months after an employee is so transferred. If such an employee returns to a bargaining unit during the term of this Agreement, the applicable return section of this Agreement will apply.

- (b) The Company will remit to the Treasurer of the Union by the 10th day of each month the dues, substitute payments, contributions to the Utility Workers Union of America Legislative Education Fund, a Federal Political Action Committee established pursuant to 52 U.S.C. Section 30118(b) of the Federal Campaign Finance Act initiation fees and general assessments deducted from employees' wages in the preceding month. If no pay is due an employee, or if for some other reason deductions are not made at the agreed times, the Company will attempt to make the overdue deductions later in the same month, if possible, after which the Company will not be responsible.
- (c) Duly authorized and uniform initiation fees, substitute payments, contributions to the Utility Workers Union of America Legislative Education Fund, a Federal Political Action Committee established pursuant to 52 U.S.C. Section 30118(b) of the Federal Campaign Finance Act, and dues (including such general assessments as may be a part thereof) shall be in the amounts certified in writing to the Company over the signature of two (2) officers of the Local Union.

- (d) Local 223 stewards and/or their designees shall be permitted during the first 60 days of employment, the opportunity to meet privately with each new employee to discuss the benefits of a union contract and union membership. The steward and/or their designee shall be afforded one additional opportunity per year to discuss the above. The steward and/or their designee and the employee shall be allowed to remain on the clock for up to 30 minutes during normal work time.
- (e) The Company will provide the Secretary of Local 223 a monthly list of all employees whose position is within the bargaining units represented by Local 223.
- (f) If a member decides to resign from the Union, the member must notify the Union in accordance with its Constitution and Bylaws.
- (g) Dues will be deducted by the Company from the employee's paycheck within 15 days of receipt of check-off authorization.
- (h) This Article shall be interpreted and applied consistent with Michigan Public Acts 348 of 2012 and 269 of 2015 ("the Acts"). In the event of one or both of the Acts is repealed or modified, the parties agree to return to the applicable respective language that was in Article I of the 2013-2017 collective bargaining agreement.

GRIEVANCE PROCEDURE

Section 4.1. *Union and Company Representatives.* The Union will furnish the Company with the names of its duly appointed or elected representatives and their alternates, and members of its Grievance Committee in each bargaining unit (and such changes as may occur from time to time in such personnel), within five (5) days of their appointment or election, so that the Company may at all times be advised as to the authority of the individual Union representatives with whom it may be dealing. Likewise, the Director of Human Relations will furnish the Union the names and/or titles of the ~~President's Delegate by Business Unit and Company officials designated to settle or decide grievances at Steps 1, 2 and 3 as set forth below.~~ appropriate Labor Relations Representative/President's Delegate and Business Unit Representative and/or Company officials designated to settle or decide grievances as set forth below.

Section 4.2. *Grievances.*

a. *(Step 1) Discussion with Immediate Supervisor.* Should any disagreement arise between any employee or employees covered by this Agreement and the Company, it shall be deemed a grievance. It shall be discussed by the employee or employees and his/her or their immediate supervisor, either personally, or with or through his/her or their Union representative. If the grievance cannot be settled by discussion it will be reduced to writing promptly, and in a clear manner. The grievance will be immediately assigned a grievance number. If the written grievance is not so submitted within ~~twenty (20) days~~ ten (10) (exclusive of Saturdays, Sundays, and holidays) of the action of the Company causing the disagreement, it will be considered to no longer exist. An extension will be granted, by mutual consent, for five (5) additional days. Only one extension will be granted (If the disagreement involves the issuance of an Oral Reminder or a Written Reminder, the discussion will also include at least the second line supervisor.) If not resolved at this discussion stage, these disciplinary issues may go directly to Step 3. ~~If a grievance involves allegations of harassment or discrimination it may proceed directly to Step 3.~~ Harassment and/or Discrimination grievances shall be immediately processed from Step 1 to Step 3. No grievance that has been discussed with or through a Union representative will be adjusted unless a Union representative is present or has been offered the opportunity to be present. The immediate supervisor will have ~~ten (10)~~ five (5) days exclusive of Saturdays, Sundays and holidays from the date the grievance is first submitted to provide a written answer to the grievant and/or Union representative. An extension shall be granted.

by mutual consent, for five (5) additional days. Only one extension shall be granted. If such an answer is not given within the required ~~ten (10)~~ **five (5)** days, the grievance may be appealed to Step 2 without a written answer from the immediate supervisor. It is understood that all settlements and/or answers at this discussion level are without prejudice or precedent to the Company or the Union and either party may take an entirely different position if the grievance is appealed to Step 2. It is further understood that no employee will leave work for the purpose of discussing a grievance without first obtaining permission from his/her supervisor and being properly relieved. The Company, except as otherwise agreed, will pay not more than one aggrieved employee and one Union representative for time necessarily lost from regular working hours while discussing such grievance with the supervisor.

- b. Step 2. ~~Interest Based Bargaining Meeting (IBB)~~ If the grievance is not settled at Step 1, the Union will have **five (5)** days (exclusive of Saturdays, Sundays, and holidays) to appeal the grievance to Step 2. If the Union does not appeal within **five (5)** days (exclusive of Saturdays, Sundays, and holidays) the grievance, will be considered to no longer exist. ~~In addition to the times mutually agreeable by the parties IBB meetings will be scheduled every Thursday [Reference to IBB removed].~~

The Company official so designated to whom the Step 2 grievance is presented, or someone delegated by the Company official with authority to settle or decide the grievance shall, unless otherwise agreed to by the Union, shall convene a Step 2 meeting of the parties within twenty (20) days (exclusive of Saturdays, Sundays and holidays) of receipt of the written grievance. ~~Using the Interest Based Bargaining (IBB) process, the parties will make a good faith effort to resolve the grievance at this Step 2 meeting. Labor Relations may facilitate these Step 2 discussions and will record the resolution reached by the parties. [Reference to IBB removed].~~

The parties agree that if Step 2 has not been heard on day 10 of management's 20-day timeline, the Union shall provide a courtesy notice to Labor Relations account at laborrelations@dteenergy.com of the lack of hearing. If the Step 2 is still not heard within management's 20-day timeline, the grievance will be considered granted and closed.

There shall be no Step 2 meeting for Harassment and/or Discrimination grievances. Harassment and/or Discrimination grievances shall be immediately processed from Step 1 to Step 3's four (4) member panel hearing.

Step 2 meeting shall be conducted by a management representative with decision-making authority. A Union representative shall be present with the grievant(s) at the Step 2 meeting. The management representative who heard the Step 1 grievance shall not hear Step 2.

All Interest Based Bargaining (IBB) references shall be stricken and henceforth be known as Step 2.

It is understood that, unless otherwise agreed to in writing, all settlements and/or answers at Step 2 are without prejudice or precedent to the Company or the Union and either party may take an entirely different position if the grievance is heard at Step 3.

- c. Step 3. President's Delegate Hearing **For – Discharge Grievances and Decision Making Leave Grievances Only.**

If the resolution is not reached at Step 2 **Discharge or a Decision Making Leave**, the Secretary or the President of the Local Union may, within twenty (20) days (exclusive of Saturdays, Sundays, and holidays) after the date of the ~~IBB Step 2~~ session submit the grievance in writing to ~~the President's Delegate with full power and authority to settle or decide the grievance~~ **Manager and/or Director of Human Relations**. If the grievance is not so submitted ~~to the President's Delegate~~ within such twenty (20) days, it will be considered to no longer exist. **Once a grievance is submitted to Step 3, a** Step 3 hearing will be scheduled at the earliest mutually agreeable time. Unless otherwise

agreed, such a Step 3 hearing will take place within thirty (30) calendar days of the Union's appeal to Step 3 **and be conducted in this manner (except as modified in "i" and "ii" below): a) Each party shall have 1.5 hours to present its entire case. b) Each party may present an opening statement, submit relevant exhibits, and call witnesses within the allotted time period.** The President's Delegate will have five (5) days (exclusive of Saturdays, Sundays, and holidays) from the end of the last Step 3 meeting to mail to the Local Union office and the Bargaining Unit Chairperson, his/her decision in writing, unless the time is waived or extended by the Union. Provided, however, that if a stenographic transcript is made of the Step 3 meeting or meetings, the last meeting will be considered to have been held on the day such transcript is placed in the hands of the President's Delegate. **The parties agree to mutually share costs of the transcription of the Step 3 Hearing.**

[NEW SECTION AND NEW LANGUAGE]

- i. Step 3 - Discharge Grievances and Decision Making Leave grievances. Shall be heard at arbitration within six (6) months of the Union's arbitration appeal of the Step 3 decision. Only Discharge grievances shall be heard at arbitration within six (6) months of the Union's arbitration appeal of the Step 3 decision. There shall be no exceptions or extensions of the six (6) month timeline, except for extraordinary and unforeseen circumstances outside of either party's control. The party who violates the six (6) month timeline, absent extraordinary circumstances, shall be responsible for the cancellation costs of the arbitration and the first Two Thousand Dollars (\$2000.00) of the arbitrator's costs of the rescheduled date. If there is a dispute about what constitutes extraordinary and unforeseen circumstances, the parties shall schedule a conference call with the selected arbitrator to discuss.**
- ii. Step 3 - Four-Member (4) Panel Hearing For - Oral Reminder, Written Reminder, and Contract Interpretation cases. Shall be heard by a four (4) member panel consisting of a Local Union Officer, a Union Executive Board Member, Manager or Director from the business unit, and Director or Manager of Human Relations. The Union and Company shall present their respective cases in accordance with the Step 3 time limits agreed to in this section (1.5 hours per side). The parties shall first attempt to schedule the panel hearing on the same date as the monthly Grievance Committee Meeting or at mutually convenient time, if all panel members are not available on the Grievance Committee Meeting date. Each party shall have a separate presenter, who shall not have a vote. The panel shall confer and vote on a decision immediately after the Step 3 Hearing. The grievance will be deemed granted or denied by a majority vote and the decision will be final and not appealable. If there is a 2-2 tie, the Union may appeal to Arbitration in accordance with Section 4.3 below.**

Section 4.3. *Arbitration of Grievances.* If the Union is not satisfied with the decision of Management at Step 3 of any grievance which concerns the meaning or application of the terms of this Agreement, then the Union may submit such grievance to arbitration in accordance with Article 5 within sixty (60) calendar days after the mailing by the Company (**electronic mail is sufficient**) to the Local Union office of the decision of the President or the President's Delegate at Step 3. **Likewise, if there is a 2-2 tie in a four (4)-member panel hearing, the Union may submit such grievance to arbitration in accordance within sixty (60) calendar days of notice of a decision.** Any such grievance not so submitted to arbitration within sixty (60) calendar days will be considered to no longer exist. Grievances which do not concern the meaning or application of the terms of this Agreement may not be submitted to arbitration, and will be considered to no longer exist. The question of whether a grievance is subject to arbitration may be arbitrated.

Section 4.4. *Persons Present.* Either of the parties may have present at the meetings provided for in the foregoing steps, any person or persons they may consider necessary to the proper consideration and

settlement of the grievance. It is understood that, except as otherwise specifically agreed to in writing by the Company, not more than three (3) employees of the Union's choosing shall be paid by the Company for the time lost from their regular working hours while attending, Step 2 and Step 3 hearings and for one (1) employee while attending arbitration.

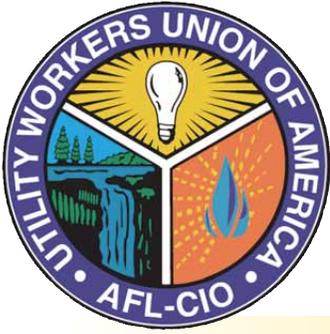
~~Section 4.5. Step 3 **Digital audio recording/Stenographic Transcription. The Company will make an audio recording of each meeting held at Step 3, utilizing a digital audio recording device, and shall provide, at its expense, stenographic transcripts of such meetings in all cases (i) involving a Decision Making Leave (DML) or discharge, (ii) where the Union, by its President, makes a written request to the Director of Human Relations, not to exceed twelve (12) in any calendar year, and (iii) where a case is submitted to arbitration under either Section 4.3 or Article 6 herein. As it pertains to (i), a stenographer shall be present at the Step 3 meeting and prepare a contemporaneous transcription. With respect to (ii) and (iii), transcriptions shall be made from the Step 3 meeting audio recording. The Company shall furnish transcripts to the Union within 30 days, unless otherwise agreed, of either the Step 3 meeting, the Union's petition for arbitration, or upon the Union's request, as applicable in (ii) above. When there is a request by the President of the Union for said transcripts, such request must be made within fifteen (15) days (exclusive of Saturdays, Sunday and holidays) of the date of President's Delegates Step 3 decision. In these instances, the sixty (60) calendar days for appeal for arbitration shall commence with the mailing by the Company of the transcript. In all other cases, the Company shall provide the Union a copy of the audio recording within 5 days of the Step 3 meeting.**~~

The Company and the Union shall jointly utilize a court reporter to transcribe the Step 3 proceedings for discharges and DMLs only. The parties agree to share all costs associated with the transcription. The Company and the Union may jointly request copies of the Step 3 transcript within 30 days of the hearing or request transcripts upon the Union's petition for Arbitration.

* * *

Section 8.33. *No Discrimination.*

- a. Neither the Company nor the Union will in violation of any state or federal law or Company Policy (EM 1 and EM 11) discriminate against any employee in the application of the terms of this Agreement because of race, creed, color, national origin, sex, age, disability or other distinguishing characteristics as defined by said Company Policy.
- b. The Union acknowledges and agrees that the Company has the right and responsibility to discipline for just cause any employee who discriminates against or harasses another employee. The Company and Local 223 are committed to eliminating discrimination/harassment in all forms in the workplace.
- c. Any claims of violation of this Section 8.33 may be taken up as a grievance.
- d. There shall be no Step 2 meeting for Harassment and/or Discrimination grievances. Harassment and/or Discrimination grievances shall be immediately processed from Step 1 to Step 3's four (4) member panel hearing.**



Local 223 UWUA announces **Statewide Tentative Agreement**

INFORMATIONAL MEETINGS

Local 223 Informational Meetings regarding the tentative agreement will be held in various locations from August 3 to August 9, 2017.

IMPORTANT MESSAGE TO THE MEMBERSHIP

Be sure to attend one of the following informational meetings. Ballots will be mailed to your home on Wednesday, August 2, 2017 and **must** be returned by way of U.S. mail **only**, and in the **Post Office Box #1247, Greenfield Post Office, Dearborn, MI** by 9:00 a.m., **Friday, August 18, 2017** in order to be counted.

Any member who has not received a ballot by Wednesday August 9, 2017, please notify **CONTRACT RATIFICATION COMMITTEE CHAIRPERSON LEROY HUCKLEBERRY 313.216.0795 or 313.271.9700**

NOTE: This ratification will be a combined vote for Trades, OPT and Gas members.

AREA	LOCATION	DATE	TIME
GRAND RAPIDS AREA	Kent-Ionia Labor Council 918 Benjamin Avenue, NE Grand Rapids, MI 48503 (616) 456-8233	Thursday, August 3, 2017	7:00 p.m.
NORTH AREA	DoubleTree by Hilton - Port Huron 800 Harker Street Port Huron, MI 48060 (810) 984-8000	Monday, August 7, 2017	7:00 p.m.
SOUTH AREA	Crystal Gardens - Southgate 16703 Fort St. Southgate, MI 48195 (734) 285-2210	Tuesday, August 8, 2017	7:00 p.m.
CENTRAL AREA	DoubleTree by Hilton - Detroit/Dearborn 5801 Southfield Expressway Detroit, MI 48228 (313) 982-3983	Wednesday, August 9, 2017	7:00 p.m.