

## The Detroit Edison Company

### Distribution of Overtime Definitions / Practices Instrument Occupational Group Power Generation

Reference Date: September 10, 2007

Effective Date: April 1, 2008

For the purpose of effectuating Article IX section 12 of the Agreement between the Detroit Edison Company and Local 223, U.W.U.A., AFL-CIO dated June 4, 2007, the parties agree to the following definitions and practices for Instrument and Control Technician Employees in Power Generation..

#### 1. Article IX, Section 12, Paragraph C: Overtime Work Groups Defined

- An overtime work group is defined as an Instrument Occupational Group at a specific headquarters or location.
- An employee may only be in one overtime work group.

#### 2. Accounting for the Distribution of Overtime

- **Eligible Employees**

Employees are eligible for an overtime assignment except:

- a) Employees who have notified their supervisor in writing that they do not wish to be canvassed for overtime assignments. This notification will remain in effect for a minimum of thirty calendar days.
- b) Employees who are scheduled to work a shift connected to the overtime assignment, which would result in working more than 16 consecutive hours or more than 16 hours in a 24-hour period.
- c) Employees who are absent as defined in the current Collective Bargaining Agreement. These employees become eligible for overtime assignments when they return to work.
- d) When the overtime assignment would occur during vacation periods as defined in the current Collective Bargaining Agreement.
- e) When employees are unavailable due to Company / Union or official Union business as requested by the Bargaining Unit Chairperson and/or Officers of Local 223.
- f) When an employee is on restricted duty.
- g) Employees fulfilling military obligations.
- h) Employees scheduled for required Company training.

- **The Overtime Canvass**

- a) The eligible employee having the lowest accumulated overtime hours on the overtime list will be offered the first available overtime assignment. The canvass will continue by overtime list standings until the assignment is filled.
- b) Normal canvassing times for each work group will be established by Management and Union representatives.
- c) Management will make one reasonable attempt to contact eligible employees for the assignment during each canvass. When a canvass is conducted outside of normal business hours, and the employee does not answer their phone, it is understood that management will leave a voice message regarding the overtime assignment.

- **Exceptions to the Normal Canvass**

- a) *Casual overtime* will be assigned, as required under Article IX, Section 12e. If the casual overtime is declined by the employee to whom it was assigned, it will be considered unexpected overtime, and eligible employees low in accumulated overtime will be asked to complete the job.
- b) In an emergency, management may canvass any employees in the overtime work group.
- c) The *Cross Plant Overtime Request* will be utilized when Management determines that manpower is necessary after exhausting a single plant's overtime list. The Requesting Plant will use the Canvass Sequence [see attachment "B"]

### 3. Charging of Overtime Hours

- a) Charges to the overtime list will normally be made each assignment. Exceptions will be agreed to by Union and Management representatives.
- b) Employees having declined an overtime assignment, will be charged the hours that they would have been paid had they worked.
- c) Premium hours paid on travel time hours are not chargeable.
- d) Overtime hours missed that an employee is compensated for under Workmen's Comp guidelines are chargeable to the overtime list.

### 4. Overtime List Placement

- a) Newly hired employees or employees new to the classification will be placed on the overtime list with the hours of the middle employee in their overtime work group or the hours the employee had accumulated prior to leaving, whichever is higher.
- b) Employees temporarily transferred to another overtime work group will be placed on the overtime list 1 hour higher than the highest individual in the overtime work group.
- c) Employees temporarily transferred to another overtime work group will, upon their return, be charged with the actual overtime hours worked and declined, which they were eligible for in the temporary work group. Those hours will be added to the hours that the employee had accumulated in their overtime work group prior to the temporary assignment.
- d) Employees returning from absences due to job related injuries (Workmen's Comp) will, upon their return, be charged any overtime hours missed that an employee is compensated for under Workmen's Comp guidelines. Those hours will be added to the hours that the employee had accumulated in their overtime work group prior to the job related injury.
- e) Employees that bid to a non-represented position and subsequently return to an overtime work group after an absence of more than 6 months will be placed on the overtime list at 1 hour higher than the highest individual in the overtime work group.

- f) Employees who removed themselves from the overtime list, or were on light duty from non-occupational injury or illness returning to their overtime work group from an extended absence (except vacations) of thirty calendar days or more will be charged with the hours of the middle employee in their overtime work group or the hours the employee had accumulated prior to the absence, whichever is higher
- g) Calculating the middle employee hours for placement purposes:

Odd Number in Group	Even Number in Group
10	10
8	8
6 ← 6	6 $\frac{6 + 4}{2} = 5$
4	← 5
2	4
	2
	1

**5. Temporary Transfer of Instrument Occupational Groups**

When it becomes necessary to request personnel from one location to another for temporary supplementation of manpower, the requesting plant will notify the Bargaining Unit Chairman or delegate. The parties will agree to the purpose of the assignment, number of people needed, the Canvass Sequence [see attachment “B”], shift schedule, and the duration of the assignment. When an agreement is reached between the parties, the Temporary Transfer form [see attachment “A”] is then signed by the respective representative from each party and then the canvassing process will begin.

- **Canvassing:**

The Home Plant will conduct canvassing, and the information provided will include:

1. location of assignment
2. duration of the assignment. [rotation if a lengthy assignment]
3. shift schedule
4. work to be performed
5. time and mileage compensation as per Art.8 Sec.16 of the contractual agreement

All transfers will be on a **voluntary** basis and by **seniority**. Once the assignment has been accepted the individual will be given a notice of transfer to the requesting plant, which will include the supervisor to report to, the starting time, and date of transfer. An individual accepting an assignment will not be eligible for another assignment until the original assignment is complete. If there is a need to extend the original assignment, the Bargaining Unit Chairman will be notified.

- **Overtime:**

When an individual is transferred to the requesting plant he/she will be placed 1 hour higher than the highest person on the list. A person can only remain on one overtime list at a time. All overtime opportunities [refused and worked] will be charged to the home plant’s overtime list when returning to Home Plant. Employees that decline to accept the request for an assignment at a location other than their Home Plant **will not** be charged for overtime hours worked by employees that do except the assignment.

- **Tools and Equipment:**

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Employees will bring assigned tools and personal protective equipment with them. The Home Plant will make arrangements with the requesting Plant to insure that FRC follows the employee. The requesting plant will provide lockers room facilities and parking permits if necessary.

## Fossil Generation Temporary Transfer Form Attachment A

Date \_\_\_\_\_ Manpower Requested \_\_\_\_\_

Home Plant \_\_\_\_\_ Requesting Plant \_\_\_\_\_

Assignment Duration: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Shift Schedule: \_\_\_\_\_

Work to be performed \_\_\_\_\_

Will there be any rotation of manpower during the assignment?    Yes or No

If so, when \_\_\_\_\_

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

## Plant Canvass Sequence

### Attachment B

<b>Harbor Beach P.P.</b>
Greenwood
Marysville
Belle River
St. Clair
Conners Creek
River Rouge
Trenton Channel
Monroe

<b>Greenwood E.C.</b>
Marysville
Belle River
St. Clair
Harbor Beach
Conners Creek
River Rouge
Trenton Channel
Monroe

<b>Marysville P.P.</b>
Belle River
St. Clair
Greenwood
Conners Creek
River Rouge
Harbor Beach
Trenton Channel
Monroe

<b>St. Clair P.P.</b>
Belle River
Marysville
Greenwood
Conners Creek
River Rouge
Trenton Channel
Harbor Beach
Monroe

<b>Belle River P.P.</b>
St. Clair
Marysville
Greenwood
Conners Creek
River Rouge
Trenton Channel
Harbor Beach
Monroe

<b>Conners Creek P.P.</b>
River Rouge
Trenton Channel
Monroe
St. Clair
Belle River
Marysville
Greenwood
Harbor Beach

<b>River Rouge P.P.</b>
Trenton Channel
Conners Creek
Monroe
St. Clair
Belle River
Marysville
Greenwood
Harbor Beach

<b>Trenton Channel P.P.</b>
River Rouge
Monroe
Conners Creek
St. Clair
Belle River
Marysville
Greenwood
Harbor Beach

<b>Monroe P.P.</b>
Trenton Channel
River Rouge
Conners Creek
St. Clair
Belle River
Marysville
Greenwood
Harbor Beach

\* Interaction with Fermi 2 will be in accordance with the current CBA.