

STATE OF MICHIGAN  
COURT OF APPEALS

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LANSING COMMUNITY COLLEGE CHAPTER  
OF MICHIGAN ASSOCIATION FOR HIGHER  
EDUCATION,

UNPUBLISHED  
January 21, 2016

Plaintiff-Appellant,

v

LANSING COMMUNITY COLLEGE BOARD  
OF TRUSTEES and LANSING COMMUNITY  
COLLEGE,

No. 323902  
Ingham Circuit Court  
LC No. 14-000359-CL

Defendant-Appellee.

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Before: RONAYNE KRAUSE, P.J., and GADOLA and O'BRIEN, JJ.

PER CURIAM.

Plaintiff appeals by right the order granting summary disposition in favor of defendants based on a determination that plaintiff failed to comply with the requirements of the Michigan Uniform Arbitration Act (MUAA), MCL 691.1681 *et seq.*, by filing a motion to vacate an arbitration award within 90 days of the award. Additionally, plaintiff appeals the trial court's order granting defendants' request for attorneys' fees and costs under the MUAA. Because the MUAA did not govern this case, we reverse the grant of summary disposition and vacate the award of attorney fees and costs.

The only dispositive issue in this matter is whether, as the trial court found, the MUAA applied to the labor contract arbitration at issue. This Court has already determined that

The Michigan arbitration act (MAA), MCL 600.5001 *et seq.*, was repealed by our Legislature pursuant to 2012 PA 370. It was replaced by the Uniform Arbitration Act (UAA), MCL 691.1681 *et seq.*, which was enacted by 2012 PA 371. The repeal of the MAA and the enactment of the UAA became effective July 1, 2013. See 2012 PA 370 and 2012 PA 371. While the UAA provides that it "governs an agreement to arbitrate whenever made," MCL 691.1683(1), it also provides that "[t]his act does not affect an action or proceeding commenced ... before this act takes effect," MCL 691.1713. Consequently, because defendant filed its claim for arbitration before July 1, 2013, the arbitration proceeding was commenced before July 1, 2013, and the UAA does not apply. Instead, the MAA continued to

govern the proceeding. [*Fette v Peters Constr Co*, 310 Mich App 535, 542; \_\_\_ NW2d \_\_\_ (2015<sup>1</sup>).]

The parties agreed to arbitration on February 25, 2013, which was before the MUAA went into effect. Because the arbitration claim was filed before the MUAA went into effect, the MUAA does not apply. *Fette*, 310 Mich App at 542; see also *Nickola v MIC Gen Ins Co*, \_\_\_ Mich App \_\_\_, \_\_\_; \_\_\_ NW2d \_\_\_ (2015) (Docket No. 322565, slip op at p 9 n 9).

We review de novo a trial court's decision to grant or deny a motion for summary disposition. *Dressel v Ameribank*, 468 Mich 557, 561; 664 NW2d 151 (2003). The only basis for the dismissal was plaintiff's failure to comply with the MUAA provision requiring the filing of a motion to vacate an arbitration award within 90 days of the issuance of the award. MCL 691.1703(2). However, because the MUAA does not apply, MCL 691.1713, the trial court erred in dismissing the case on these grounds. We therefore reverse the trial court's grant of summary disposition. Because the parties stipulated to the award of attorney fees and costs based on the ruling that the MUAA applied to this case, we also vacate that award.

The grant of summary disposition is reversed, the award of attorney fees and costs is vacated, and we remand for further proceedings. We do not retain jurisdiction.

/s/ Amy Ronayne Krause  
/s/ Michael F. Gadola  
/s/ Colleen A. O'Brien

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<sup>1</sup> We appreciate that the trial court's order was entered before *Fette* was decided, so the trial court would not have had the benefit of that decision.