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**Letter of Agreement Between
The Lansing Community College Chapter of the Michigan Association For Higher Education
at Lansing Community College MEA/NEA
And
Lansing Community College**

April 29, 2011

The Lansing Community College Chapter of the Michigan Association For Higher Education at Lansing Community College and Lansing Community College enter into this agreement for the purpose of revising Article XX Grievance Procedure:

The parties agree that:

1. Effective immediately, Article XX. Sections C 3 and 4 (Levels 3 and 4) are revised as follows:

"Level Three- Voluntary Mediation

If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within fourteen (14) calendar days of the Level Two answer. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association, and the College.

4. Level Four- Arbitration

- a. Association Request for Arbitration- If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with

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the Michigan Employment Relations Commission and delivering a copy of the request to the College's Human Resources Department within twenty-eight (28) calendar days after either (1) the mediation date; or (2) the date the parties elected to forgo mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

- b. Arbitrator Selection- An arbitrator shall be selected by mutual agreement of the parties when possible, otherwise by each party alternately striking a name from the panel provided by the Michigan Employment Relations Commission, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the Michigan Employment Relations Commission is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is cancelled, the canceling party shall pay the cancellation costs unless there is agreement to share the costs.
- c. Powers of the Arbitrator- The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement; or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CHANGE ANY CLASSIFICATION WAGE RATES, WORKLOADS OR PERFORMANCE STANDARDS, BUT MAY OTHERWISE RULE ON GRIEVANCES INVOLVING SUCH MATTERS.
- d. Cooperation- The College and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.

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