

Title VII Limitations Period May Not Be Shortened By Contract

The U.S. Court of Appeals for the Sixth Circuit held that employers cannot by contract shorten the statutory limitations period (i.e. the time period within which a claim must be brought) under Title VII, writes **Fiona W. Ong** for Shawe Rosenthal's **E-Updates**.

Ong explains:

"In Logan v. MGM Grand Detroit Casino, the employee signed a job application containing a provision that established a six-month limitations period for bringing any lawsuit against the employer and that waived any applicable statutes of limitation. The employee, 216 days after her resignation, filed a charge of discrimination with the EEOC, and after she received a notice of right to sue, brought suit in federal court. The employer moved to dismiss her lawsuit because it was not timely filed within the contractual six-month period."

Addressing the issue for the first time, the court found that contractual limitation in Title VII cases to be unenforceable.

Read the article.