STATE OF MICHIGAN

COURT OF APPEALS

JASJIT K. SINGH and JASWANT SINGH,

Plaintiffs-Appellants,

v

DAVENPORT UNIVERSITY, PATRICIA MORGENSTERN, DIANNE REY, and DAVE VENEKLASE,

Defendants-Appellees.

UNPUBLISHED
January 20, 2004

No. 244826
Ingham Circuit Court
LC No. 02-000624-CD

Before: O'Connell, P.J., and Wilder and Murray, JJ.

PER CURIAM.

Plaintiff[1] appeals as of right the trial court's grant of summary disposition to defendants based on plaintiff's failure to first submit her claim to arbitration. We affirm. The only issues on appeal are whether plaintiff, a former Davenport University employee, agreed to resolve her termination dispute in binding arbitration, and whether the limitation period in the arbitration agreement provided her adequate time to discover her cause of action and make a formal request for arbitration. Because a later revision of internal procedures did not affect the validity of plaintiff's assent to binding arbitration and plaintiff's claim of "constructive discharge" necessarily meant that plaintiff knew of her cause of action at termination, the arbitration agreement was valid and did not contain an unreasonably short limitations period.

Plaintiff began working for defendant Davenport in 1987. When she began employment, plaintiff agreed to conform to defendant Davenport's policies and regulations. One of these policies, the Fair Treatment Policy, governed the resolution of internal disputes. In 1996, defendant Davenport added an additional policy, the Employee Issue Resolution Process, requiring all employees to submit to binding arbitration any wrongful termination dispute that could not be resolved through the internal process established in the Fair Treatment Policy. The arbitration agreement clearly indicated that if disputes were not submitted to arbitration within

[1] Because plaintiff Jaswant Singh's claim is merely derivative of the claim of his wife, Jasjit, the term "plaintiff" applies exclusively to Jasjit Singh in this opinion.

ninety days of termination, the employee would forfeit the right to recover. The arbitration agreement also clearly indicated that it was separate and distinct from the existing internal dispute resolution process. Plaintiff acknowledged in writing that she had received the new arbitration requirement and understood that the arbitration policy applied to her. In January 2001, plaintiff resigned her position with defendant Davenport rather than accept an alleged demotion. According to her resignation letter and the complaint, plaintiff did not resign of her own will but was forced out of her job by the discriminatory behavior and tactics of defendants. After accepting the arbitration agreement, plaintiff assented to a revision of the Fair Treatment Policy.

Plaintiff first argues that her agreement to a revised version of internal procedures that did not mention arbitration was essentially an agreement to dispose of the arbitration process. We disagree. When a contract's language is clear and unambiguous, its interpretation is a question of law for the court. *G&A Inc v Nahra*, 204 Mich App 329, 330; 514 NW2d 255 (1994). We review de novo a grant of summary disposition based on that interpretation. *Id*. In this case, the arbitration agreement to which plaintiff agreed specifically applied to issues that Davenport's internal procedures did not resolve. Therefore, no revision of the internal procedures alone could reasonably be perceived as affecting the agreement to arbitrate. Because the revision of internal procedures had no affect on the earlier agreement to arbitrate, the trial court correctly found plaintiff bound by the exclusive arbitration remedy in the arbitration agreement.

Plaintiff next argues that the trial court erred when it deemed that the ninety-day limitation for requesting arbitration was a reasonable limitation in this case. We disagree with plaintiff. Parties may agree to a shorter limitations period than the law would ordinarily provide if the period proves reasonably sufficient to allow the plaintiff to discover the wrong and demand recompense. *Herweyer v Clark Hwy Services*, 455 Mich 14, 20; 564 NW2d 857 (1997). Here, plaintiff heavily relies on the fact that she did not receive her employment records until after the ninety days ran, effectively preventing any reasonable investigation. However, plaintiff waited roughly two months after her alleged constructive termination to even request the file. Also, plaintiff had already filed an extensive and detailed grievance several months before her allegedly forced resignation, so no lack of information prevented her from similarly requesting arbitration of her issues. The limitation applies to beginning the arbitration process, which plaintiff could have done with the information she had. The limitations period did not restrict plaintiff from further investigating her claim. In light of plaintiff's "constructive discharge" claim, she had sufficient understanding of her claim at the time of her resignation, so the agreement fairly provided her a reasonable amount of time to request arbitration. *Rembert v Ryan Family Steakhouse, Inc*, 235 Mich App 118, 159; 596 NW2d 208 (1999). Finally, plaintiff's constant reliance on "constructive discharge" as the root of her claim prevents her from now characterizing her resignation as something other than termination. Because plaintiff's claims sought redress for an alleged termination issue that fell within the ambit of the arbitration agreement, the trial court correctly granted summary disposition to defendants.

Affirmed.

/s/ Peter D. O'Connell
/s/ Kurtis T. Wilder
/s/ Christopher M. Murray