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A Workplace Law Update

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# Employers: Beware of Employment Agreement Integration Clauses and Their Impact on Prior Employee Agreements

By: John T. Below, Member, Workplace Law Group

A recent Michigan Court of Appeals decision offers an important lesson for employers about how written employment documents interact – especially when there is an integration clause in an employment contract.

On February 17, 2026, the Michigan Court of Appeals in *Mayberry v. Acrisure Wallstreet Partners, LLC,* et al., held that when an employment agreement unambiguously states that "it is the parties' entire agreement and prohibits supplementation except by a specified written modification, a limitations clause contained only in a separate employment application is not part of the contract" and, thus, cannot be used to bar the former employee's claim for breach of the contract.

The appellate court affirmed the trial court's denial of the defendant employer's summary disposition motion, in which the employer argued that the plaintiff's employment application, which preceded his written employment agreement, contained a six-month contractual claim limitations period and, as a result, the claim was time barred. Specifically, the plaintiff's application contained a six-month claim limitation period but his subsequent employment agreement did not. The employment agreement did contain "explicit integration and anti-supplementation provisions" and, accordingly, the application-based six-month claim limitation period was unenforceable. The court stated the employment agreement was "a fully integrated contract that expressly supersedes prior employment agreements and prohibits supplementation by extraneous writings absent a signed written modification expressly referencing the agreement." Because the application's limitations period was not "incorporated into the employment agreement in the manner the agreement requires, it was not a term of the employment contract and could not bar plaintiff's breach-of-contract claim."

**Lesson to be Learned:** In preparing and negotiating a written employment contract, most of which contain an integration clause like the one in the *Mayberry* case, employers must be careful to look back on any important prior agreements, whether contained in an application, handbook acknowledgment, or any other writing, and be sure to add them to the employment agreement.

Please contact the author, John Below, or any member of Bodman's **Workplace Law Group** if you need assistance with your workplace policies or documentation. Bodman cannot respond to your questions or receive information from you without establishing an attorney-client relationship and clearing potential conflicts with other clients. Thank you for your patience and understanding.

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