

# Labor & Employment Law

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## No Wrongful Termination Where Employee Acknowledges At-Will Status

*Talford v. Columbia Medical Center*

198 S.W.3d 462 (Tex. App.—Dallas Aug. 4, 2006).

In this employment law case, the court found the plaintiff was an at-will employee, and therefore, her employer was able to terminate her without cause.

Talford alleged that Defendant, Columbia Medical Center (“Columbia”), had a policy allowing transfers from a related facility without loss of benefits. Talford was employed by a related facility and claimed that she applied for a pharmacy position with Columbia in response to a newspaper advertisement and that a human resources recruiter offered her a position with no lost benefits, conditioned on her transfer to the Columbia Medical Center’s location. Talford accepted the offer, but when she arrived for orientation, was informed that the pharmacy director was still interviewing for the position. Talford was subsequently notified that she had never been hired for the position and that someone else was selected for the job. As a result, Talford brought suit against Columbia for breach of contract.

Columbia moved for summary judgment, claiming that Talford was employed “at-will” with no guarantee of future employment and that the alleged oral contract for transfer and continuation of her employment failed to satisfy the statute of frauds, which requires certain agreements to be in writing. The trial court granted Columbia’s motion and Talford appealed, claiming that the court erred in holding as a matter of law that she had failed to establish a claim for breach of contract.

The general rule in Texas is that absent a specific agreement to the contrary, an employer may terminate employment at-will, for good cause, bad cause, or no cause at all. To overcome the presumption of at-will employment, the employer must unequivocally indicate an intention to be bound not to terminate the employee except under clearly specified circumstances. Talford argued that there was a valid agreement to transfer even though she was transferring from one at-will position to another at-will position. However, according to the employment-at-will doctrine, Columbia could have terminated her before or after she started work; therefore, Talford did not have any guarantee of future employment. Because Talford acknowledged her status as an at-will employee, she did not meet her burden under Texas law of proving Columbia’s intention not to terminate her. As an at-will employee, Talford failed to establish a claim for breach of contract to transfer and continue her employment. Accordingly, the court of appeals upheld the summary judgment granted in Columbia’s favor.



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