

Texas-specific answers to employment law questions

The first and best place to look for employment advice is Laura Franze's *Texas Employment Law*. It provides well-supported answers to both common and difficult questions, annotating its suggestions with **4,300 cases and 172 forms**. For example:

1. **Retaliation.** "How has the Supreme Court's *Burlington Northern* decision changed the landscape of retaliation claims? While the court broadened the types...." Page F-20
2. **Employee policies.** "Can I use e-mail to distribute a new binding policy or agreement, like an arbitration agreement? Probably yes, but you must exercise caution. As outlined by...." Page F-21
3. **Reporting requirements.** "What changes has the EEOC made to reporting requirements? In its first revision in 40 years, the EEOC has...." Page F-21
4. **Religious discrimination.** "Has there been an increase in attention to claims of religious discrimination? Yes, there has been.... Employers must maintain balance...." Page F-22
5. **Sarbanes-Oxley.** "What do HR professionals need to know about Sarbanes-Oxley? SOX requires public companies to adopt or modify...." Page F-22 "What are the lessons learned from the first three years of case decisions involving the whistleblower provisions of the Sarbanes-Oxley Act?" Page F-23
6. **Benefits for domestic partners.** "What should employers consider in offering domestic partner benefits? Offering benefits to domestic partners isn't as simple as inserting the phrase "and domestic partners" into existing policies. Consider...." Page F-24
7. **Discovery.** "What are common discovery issues in employment litigation? Electronic discovery issues are taking center stage...." Page F-25
8. **Age discrimination.** "What is the impact of the Supreme Court's *Smith v. City of Jackson* decision on disparate impact and the ADEA? The Supreme Court surprised many observers by holding that...." Page F-26
9. **Privacy.** "Can an employer legally monitor employees in the workplace? They not only can, but they do. For example...." Page F-27 "Can an employer install video cameras in the workplace? What liability problems come from issuing cell phones to employees? Can an employer use an employee's personnel information?" Page F-28
10. **Military service.** "What are our obligations when one of our employees is called into active duty? USERRA guarantees non-temporary employees the right to...." Page F-29
11. **Investigations.** "Do employers have to allow employee representatives during investigations or disciplinary meetings if the workforce is nonunion? No. The NLRB overruled its decision...." Page F-30 "How should a new HR manager approach workplace investigations? What are the notice requirements?" Page F-31
12. **Overtime rules.** "What is the impact of the DOL white collar exemption regulations on overtime? The changes to the duties tests are subtle in that...." Page F-32
13. **Homeland security.** "Can an employer open mail addressed to an employee at work? In most cases, yes. However...." Page F-36 "In the interest of workplace safety, may we decline to hire applicants based on criminal records? Are there any state law limitations on background checks in Texas?" Page F-38
14. **Grooming.** "Are there limitations on prohibiting visible tattoos in the workplace? Dress codes are generally upheld in the courts. In the right circumstances...." Page F-38

These and 54 more questions are directly answered in detail, with citations to supporting authority, in the initial pages of *Texas Employment Law*.

172 forms

Provided on the CD, these custom-drafted forms and checklists from some of the best management and employee lawyers in Texas will improve your advocacy and save hours of painstaking drafting. Most of the forms are specific to particular types of cases. You receive:

Discovery

Deposition outlines ■ Triple-threat discovery documents
■ Responses and objections to interrogatories ■ Document requests

Pretrial

Motions for summary judgment ■ Motions to stay and compel arbitration

Trial

Jury questionnaires ■ Voir dire questions ■ Motions in limine ■ Trial briefs

Other

Screening and interview checklists ■ Retainer agreements and letters ■ Non-competes ■ Employment agreements ■ Releases and severance agreements ■ Investigation checklists



Contents, forms, and sample pages inside...

Q. Can an employer use an employee's personal information?

Nat without the employee's permission, Texas has enacted legislation making it a civil offense for a person to use someone else's personal identifying information without their authorization. The new Texas law also requires businesses to safeguard sensitive personal information in their custody and control. This law took effect on September 1, 2005. Tex. Bus. & Com. Code, Chapter 48, Section 48.001 et seq. (Yemson 2005).

Personal identifying information is defined as "information that alone or in conjunction with other information identifies an individual." Section 48.002(1). This information includes a person's name, Social Security number or other government-issued identification number, and date of birth; a person's mother's maiden name; unique biometric data such as voiceprint or fingerprint; unique electronic identification number, address or routing code; and telecommunication access devices. Distinct from personal identifying information is "sensitive personal information," which is defined as an individual's first name or initial and last name in combination with specified types of personal identifying information. Section 48.001(2).

Businesses that store and maintain any sensitive personal information, even if it is within their employees' personnel files, must "implement and maintain reasonable procedures, including taking any appropriate corrective action" to protect against unauthorized or illegal use of that information. Such reasonable safeguards for consumer information that is not to be maintained may include shredding, erasing or otherwise making consumer information unreadable. This requirement does not extend to financial institutions. Section 48.102.

In addition to protecting this information, persons conducting business in this state are under an obligation to report any breaches of security to those persons whose sensitive personal information "was, or is reasonably believed to have been, acquired by an unauthorized person." Various notice mechanisms are considered appropriate, including e-mail and local postings in popular media if the number of suspected breaches exceeds 50,000 people. Section 48.103.

However, enforcement of this legislation is not explained well in the statute. The statutory language holds that a "person" is subject to civil penalties, ranging from \$2000 to \$50,000 per day, for violating this statute. In addition to civil penalties, any "person" who unlawfully uses another's identity is subject to a private right of action under the Texas Deceptive Trade Practices Act, which provides for treble damages in certain situations. The statute does not specify the remedy against businesses for any alleged failure to maintain the privacy of their information.

HOT TOPIC #10: MILITARY SERVICE**Q. What are our obligations when one of our employees is called into active duty with the armed forces?**

The Uniform Services Employment and Re-employment Rights Act of 1994 ("USERRA") guarantees non-temporary employees the right to take an unpaid leave of absence to serve in the military for a period generally not to exceed five years, and to return to their job with accrued seniority and other employment protections. The law also prohibits employment discrimination based on past, current or future military obligations including:

- Hiring.
- Promotion.
- Re-employment.
- Termination.
- Benefits.

This law applies to all members of the United States Armed Forces, including members of the Reserves and the Army and Air National Guards while performing federal service, the commissioned Corps of the Public Health Service, as well as other categories of persons designated by the President in times of war or emergency. The law covers all forms of active duty, plus inactive training duty, and applies whether service is voluntary or involuntary. Employees on military leave are entitled to continuation of medical benefits on the same terms and conditions as other employees for up to 30 days, and thereafter at no more than 102% of the full cost of coverage. An employee entering military service becomes an inactive participant in any retirement plan, and is generally entitled to continue coverage of other benefits only to the extent other employees of similar status are provided such coverage during leaves of absence for other purposes. Upon discharge, an employer is required to re-employ an individual on military leave as if there had been no

Practice Note

In many cases, the company will want to take steps to preserve the confidentiality of the investigation and will want to avoid inadvertent waiver of available legal privileges. Where the investigation is conducted by an independent outside law firm, the engagement letter will usually follow the structure contemplated by *Ujifohn Co. v. United States* in an attempt to preserve privilege. Typically, the outside law firm assumes primary responsibility for carrying out the investigation, with the firm itself retaining and controlling any forensic accountants or other experts deemed necessary. Despite taking precautions to preserve privilege, the company and the investigator ought to assume that privilege may not apply at some point in the future and conduct and document the investigation accordingly. There is never absolute assurance that attorney-client privilege or the attorney work product privilege will be respected in any subsequent litigation or proceedings.

Agency policies often pressure companies to disclose legally privileged internal investigations of potential misconduct. In some cases, reaching a plea arrangement with the government has been conditioned on a waiver of privilege and full disclosure. On January 20, 2003, the U.S. Department of Justice revised the principles that its prosecutors follow in determining whether to bring criminal charges against a company to place heavier emphasis on whether the company waives the attorney-client and work product privileges or otherwise discloses privileged information to the prosecutor. The SEC has taken a similar view. At the same time, the trend in the courts seems to favor the view that waiver of privilege before a governmental agency constitutes waiver with regard to subsequent third party litigation as well.

Thus, companies can get squeezed between government policy, engaging waiver and recent court decisions making attempts at "partial waiver" difficult. Some companies enter into confidentiality agreements with the government that, among other things, stipulate that the company is not waiving legal privilege with respect to the disclosed information. The recent case of *McKesson v. San Francisco Superior*

Court 15, Cal.App.4th 1229 (9 Cal. Rptr. 3d 812) (2004), however, illustrates that confidentiality agreements with regulators may not protect the privilege against later private litigants. See generally Ch. 33 (Sarbanes-Oxley Whistleblower Claims).

Caution

Companies considering waiver of privilege in investigations should consider that if negotiations with the government fail, waiver cannot be taken back. Consider the case of the Justice Department's post-Enron investigation of Arthur Andersen. At Andersen's criminal trial, the Justice Department offered once-privileged communications between Andersen employees and Andersen in-house counsel. One such communication formed the basis for the jury's conviction, according to the jury's post-verdict press conference. While the 2002 Andersen jury verdict was ultimately set aside by the Supreme Court (*United States v. Andersen*, 374 F.3d 281 (2005)), the jury's verdict is generally credited with causing or hastening the demise of the firm.

Sarbanes-Oxley investigations triggered by a whistleblower covered under Sarbanes-Oxley increase the intensity of concern in selecting a qualified and independent investigator. Sarbanes investigations also raise fairly unusual issues concerning the proper identification of the "client" to whom the investigator will report. Under §10A of the 1934 Act, the Audit Committee or the full Board is the usual overseer, but this can vary if, for example, significant numbers of those constituencies are targets of the claimed transgressions. In some cases the internal investigation is best accomplished by independent counsel to the Audit Committee or other similar committee of the Board of the Company, acting with such outside advisors as the facts may require.

Practice Note

If the Company has a Qualified Legal Compliance Committee, that might be the appropriate manager of the investigation, especially if the matter being studied involves financial issues or actual or alleged irregularities which might have been reviewed in the past by the Audit Committee. To be fully effective under Sarbanes-Oxley, the QLCC must be in exist-

Direct and well-supported answers. Common questions are answered in plain English. Use this initial 49-page section to promptly and impressively respond to telephoned or e-mailed client queries.

Practice tips. Suggestions from the front lines of counseling and litigating are found on almost every page of *Texas Employment Law*.

172 Forms

Discovery

Oral and Video Deposition Duces Tecum to Defendant, to Plaintiff, Deposition Duces Tecum to Defendant City in Whistleblower Case

3 Deposition Outline Checklists: for Deposing Defendant's Employees, for Deposing the Plaintiff, for Deposing the Plaintiff in False Imprisonment

Standard Responses and Objections and Answers to Interrogatories, Standard Responses and Objections and Answers to Request for Production of Documents, Standard Instructions and Definitions for Defendant's Written Discovery to Plaintiff, Defendant's "Triple Threat" Discovery Propounded to Plaintiff, Defendant's "Triple Threat" Discovery Propounded to Plaintiff Employee's Spouse, Sworn Statement by Non-Managerial Employee of Defendant

Standard Instructions and Definitions for Plaintiff's Written Discovery to Defendant, Plaintiff's "Triple Threat" Discovery to Defendant in Age Discrimination Case, Plaintiff's Standard "Triple Threat" Discovery to Defendant, Plaintiff's "Triple Threat" Discovery Propounded to Defendant in Sexual Harassment Case

Plaintiff's First Request for Production of Documents Propounded to Defendant City in a

Whistleblower Case, FOIA Request to the EEOC, Open Records Request to the TCHR

Standard Responses and Objections and Answers to Interrogatories for Defendants and Plaintiffs, Standard Responses and Objections and Answers to Request for Production of Documents for Defendants and Plaintiffs, Request for Disclosures (Short and Long Forms) (State), Discovery Plan (Worksheet)

Deposition Outline — Economist, Deposition Outline — Medical/Mental Health Professional, Plaintiff's Proposed Pattern Interrogatories and Request for Production, Level Three Discovery Control Plan, Motion to Compel Discovery

Deposition Outline — Corporate Representative — Products Liability, "About Your Upcoming Deposition," Defendant's "Triple Threat" Discovery to Plaintiff — Race, Age & Firing, Defendant's "Triple Threat" Discovery to Plaintiff — Sexual Harassment and Firing, Plaintiff's "Triple Threat" Discovery to Defendant — Sex Discrimination, Plaintiff's "Triple Threat" Discovery to Former Employee Stealing Trade Secrets

Petition Requesting Deposition Before Suit, Opposition to Pre-Suit Deposition, Order Authorizing Deposition, Defendant's First Set of Interrogatories/Requests for Production to Plaintiff-FLSA, Plaintiff's Triple-Threat to Defen-

dant re: Stealing Trade Secrets, Request for Disclosure to Defendant-FMLA/ADEA

Trial

Defendant's Proposed Questions and Instructions to the Jury and Memorandum of Law: Age and Race Discrimination, Plaintiff's Jury Instructions and Jury Charge: Whistleblower Case, Defendants' Motion in Limine: Age/Race Discrimination, Plaintiff's Motion in Limine, Plaintiff's Trial Brief: Evidence of Similar Incidents Is Relevant and Admissible, Direct Examination Outline: Plaintiff's Economist, Direct Examination Outline: Defendant's H.R. Manager

Unopposed/Opposed Motion and Brief for Use of Jury Questionnaire, Order Granting Use of Jury Questionnaire, Defendant's Jury Questionnaire, Defendant's Limine Motion, Defendant's Proposed Voir Dire Questions: Age and Race and RIF Cases, Defendant's Jury Instructions and Questions: Sex Discrimination, Retaliation and FLSA Violations

Motion to Strike Witnesses, Brief in Support of Motion to Strike and Objections to Fact Witnesses, Order on Motion to Strike Witnesses and Objections to Fact Witnesses, Direct: Treating Psychologist for Plaintiff

(continued on next page)

[Style of Case]

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

(hereafter "Plaintiff") files this Original Petition (hereafter "this Petition") complaining of _____ (hereafter "Defendant") _____ (hereafter "Defendant _____") and _____ (hereafter "Defendant _____") (hereafter collectively "Defendants") and would show the Court as follows:

USE NOTE: The Texas Rules of Civil Procedure require a plaintiff filing a petition to "allege in the first numbered paragraph" whether it intends to have discovery conducted under level 1, 2, or 3 of Rule 190. For lawsuits filed in Texas state court use the language below and renumber the paragraphs accordingly.

DISCOVERY CONTROL PLAN

1.

Plaintiff alleges that discovery in this lawsuit is intended to be conducted under level [1/2/3] of Rule 190 of the Texas Rules of Civil Procedure.

THE PARTIES

1.

Plaintiff _____ is a _____ corporation duly qualified to do business in Texas or

2.

Plaintiff is an individual who resides in _____, _____ County, Texas.

3.

Defendant _____ is a _____ corporation duly/not qualified to do business in the State of Texas.

4.

Defendant _____ is a _____ corporation duly/not qualified to do business in the State of Texas.

5.

Defendant _____ is an individual who resides in _____, _____ County, Texas.

[Style of Case]

PLAINTIFF'S FIRST REQUESTS FOR ADMISSIONS, FIRST SET OF INTERROGATORIES AND FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS PROPOUNDED TO DEFENDANT

TO: Defendant, _____, by and through its [attorney of record/registered agent] for service of process _____

[INSERT STANDARD INSTRUCTIONS & DEFINITIONS FOR A PLAINTIFF: DIS016]

USE NOTE: A jury will relate better to discovery in the actual name of the Plaintiff and Defendant. Therefore, consider substituting the Plaintiff's name for "Plaintiff" and the Defendant(s) name(s) for "Defendant" for most of the Requests for Admissions and Interrogatories.

USE NOTE: This set of discovery includes interrogatories regarding expert witnesses. Under Texas Rule of Procedure 195.1, a party can request information regarding a testifying expert only through a request for disclosure under Rule 194 or through depositions and reports. **NOTE:** This limitation does not prevent an interrogatory regarding consulting experts when the consulting expert's mental impressions or opinions have been reviewed by a testifying expert. See Rule 195 cmt. 1.

REQUESTS FOR ADMISSIONS

ADMISSION NO. 1: Admit that _____ is an individual covered by [insert applicable statute, e.g., Title VII/the Age Discrimination In Employment Act/Section 1983].

RESPONSE:

ADMISSION NO. 2: Admit that you employ more than _____ employees.

RESPONSE:

ADMISSION NO. 3: Admit that at the time Plaintiff became [insert job title] [he/she] was _____ [years of age/a member of a protected class under Title VII/TCHRA].

RESPONSE:

ADMISSION NO. 4: Admit that when _____ interviewed Plaintiff, _____ asked Plaintiff _____.

RESPONSE:

Pleadings. The large collection of forms includes agreements, checklists, discovery forms, jury instructions, client letters, motions, policies, and petitions like this 20-pager.

Extensive discovery forms. *Texas Employment Law* contains 35 discovery documents, including 9 lengthy triple-threat discovery forms like this one.

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Defendant's Trial Brief: F.I., Breach of Contract, Handbook, Mitigation, Defendant's Proposed Voir Dire: Age, Race, Juror Personal History Questionnaire, Juror Questionnaire — Gender Discrimination and Breach of Contract

Plaintiff's Motion in Limine — Gender Discrimination Case, Plaintiff's Requested Jury Instructions and Questions — Gender Discrimination and Breach of Contract, Defendant's Requested Jury Instructions and Written Interrogatories, Plaintiff's Jury Demand

Substantive

Special Exception and Answer, Motion to Stay Pending Arbitration or Alternatively Motion to Dismiss, Defendant's Standard Brief in Support of Motion to Stay Pending Arbitration, Defendant's Standard Brief in Support of Motion to Compel Arbitration, Dismiss and Stay Proceedings, Motion to Compel Arbitration, Dismiss, and Stay, Petition to Compel Arbitration (State Court)

Plaintiff's Original Petition, General Complete Release in Favor of Defendant, Separation and Release Agreement (For Unrepresented Employee), Settlement Agreement and Release (Includes OWBPA Language), Defendant's Motion for Summary Judgment: Mitigation of

Damages

Notice of Intent to Use Discovery Products, Affidavit — Discovery Authentication, Affidavit — Authentication of Deposition Excerpts, Order Granting Objections to Summary Judgment Evidence, Affidavit — Business Records, Emergency Motion for Temporary Stay Pending Appeal to 5th Circuit, Brief for Emergency Motion for Temporary Stay, Unopposed Motion to Expedite 5th Circuit Appeal, Brief Supporting Motion to Vacate Arbitration Award; Motion and Brief to Confirm Arbitration Award

Consolidation Motion, Response to EEOC Charge of Discrimination, Joinder in/Consent to Removal, Defendant's Motion for Summary Judgment: After-Acquired Evidence, Wrongful Discharge, Constructive Discharge, IIED, Retaliation, Whistleblowing, Amended Complaint — TCHRA — Age Discrimination, Defendant's Motion to Dismiss for Lack of Subject Matter Jurisdiction and Supporting Brief — Title VII, Defendant's Plea to Jurisdiction

Plaintiff's Brief in Support of Motion for Summary Judgment — ADEA, Plaintiff's Letter Brief — Gender Discrimination — Cat's Paw Doctrine, Plaintiff's Petition — Employment Agreement — Fraud, Plaintiff's Petition — Workers' Compensation Retaliation, Plaintiff's

Response to Defendant Employer's Motion for Summary Judgment — Workers' Compensation Retaliation Case, Motion for Summary Judgment (by Employer) for False Imprisonment and Breach of Contract, Plaintiff's Original Petition — Sabine Pilot/Refusal to Perform Illegal Act

Plaintiff's Original Petition — FMLA/ADEA, Plaintiff's Motion to Dismiss Pursuant to Settlement, Order of Dismissal

Miscellaneous

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Introductory Letter to Plaintiff in an Employment Case, Letter to Plaintiff Declining Representation, Outline for Advising Employee Negotiating a Severance Package

Retainer Agreement: Options for Inclusion, Retainer Agreement: Contingent Percentage with No Assignment, Retainer: Including a Joint Representation Agreement, Employment Case Intake Questionnaire

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B. POWERS AND DUTIES OF LOCAL COMMISSIONS

1. General Powers and Duties

A local commission may (i) employ personnel, (ii) cooperate or contract with other persons, agencies, or political entities, and (iii) accept public grants or private gifts or other payments in order to carry out its mission. *Id.* §21.153(a). Every local commission must prepare an annual report and furnish a copy of the report to the Texas Commission on Human Rights. *Id.* §21.153(b).

2. Powers of Investigation and Conciliation

If the federal government or the Texas Commission refers a complaint alleging a violation of the TCHRA to a local commission or defers jurisdiction over the subject matter of a complaint to a local commission, the local commission may receive, investigate, conciliate, or rule on the complaint. *Id.* §21.154(a). In investigating a complaint, the local commission may request and compel by subpoena the attendance of witnesses for examination under oath or the production for inspection and copying of records, documents, or other evidence relevant to the investigation. *Id.* §21.154(b).

3. Authority to File Civil Actions

A local human rights commission created pursuant to the TCHRA may file a civil action to carry out the purposes of the Act. *Id.* §21.154(a). The authority of a local commission created under the statute to file a civil action is not contingent upon enactment of a local ordinance. *Cp. Tex. Att'y Gen. No. JM-228 (1984).*

C. RELATIONSHIP OF TEXAS COMMISSION TO LOCAL COMMISSIONS

1. Referral to Local Commission

The TCHRA provides for referral of complaints to local commissions under certain circumstances. *Tex. Lab. Code Ann.* §21.155 (Vermon 2006). The Texas Commission must refer an employment discrimination complaint to a local commission if the federal government has referred the complaint or has deferred jurisdiction over the subject matter of the complaint to the Texas Commission. *Id.* §21.155(a).

2. Action on Complaints

A local commission must take appropriate action to remedy the alleged discriminatory practice in a com-

plaint referred from the Texas Commission. *Id.* §21.155(b). If, however, the local commission does not act on the complaint within 60 days or a longer time than is reasonable, the Texas Commission must assume responsibility for the complaint and take appropriate action. *Id.* §21.155(c).

3. Local Commission Referral to Texas Commission

A local commission may refer a matter under its jurisdiction to the Texas Commission under any circumstances. *Id.* §21.156.

18:6. ADMINISTRATIVE PROCEDURES

A. OVERVIEW

The TCHRA does not provide an unconditional private cause of action. *Schroeder v. Texas Iron Works, Inc.*, 813 S.W.2d 483, 488 (Tex. 1991). Only after completing all administrative prerequisites in a timely fashion does a complainant (charging party) have standing to bring a civil action under the TCHRA. *Id.* at 485-86, 488. Therefore, the timely filing of a complaint (charge) with the Commission is mandatory and jurisdictional. *Id.* at 485-86. This section examines the statute's administrative procedures and remedies.

The Commission's jurisdiction over a TCHRA case encompasses four administrative phases: (1) complaint; (2) voluntary resolution; (3) investigation; and (4) reasonable cause determination. *See* §18:6.C - F, *infra*. An aggrieved individual has 180 days from the date of the alleged unlawful employment practice to file a complaint with the Commission. *Tex. Lab. Code Ann.* §21.202 (Vermon 2006). After the complaint is filed, the Commission must attempt to obtain a voluntary resolution of the dispute before the agency commences any investigation. *Id.* §21.203. If the parties do not reach a voluntary resolution, then the Commission begins an investigation to determine if there is reasonable cause to believe the employer (respondent) engaged in the alleged unlawful employment practice. *Id.* §§21.204-21.205.

The Commission will dismiss a complaint upon a determination that reasonable cause does not exist to conclude that the respondent employer violated the statute. *Id.* §21.205. If the Commission finds reasonable cause, the agency again must attempt to resolve the dispute through informal methods of conference, conciliation, and persuasion. *Id.* §21.207. The TCHRA thus encourages compliance through voluntary resolu-

About the Author

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She has been elected to the Texas and Dallas Bar Foundations, and has been listed in Best Lawyers in America in every edition since 1995. She was designated as a top practitioner by Texas Lawyer in 2001, named as one of the best lawyers in Dallas/Fort Worth by *D Magazine* in 1997 and 2001, and named as a Super Lawyer by *Texas Monthly* from 2003 through 2008.

Ms. Franze is a 1979 graduate of the Duke University School of Law.

Contributing authors include: John G. Browning, Steven E. Clark, Sandra K. Dielman, R. Rogge Dunn, Wade Forsman, Rani C. Garcia, Joel "Ty" Gomez, John P. Hagan, Steven Ladik, Jane Mathe-son, Bryan P. Neal, and James R. (Rod) Tanner.

Local law. You receive full coverage of procedures and remedies under the Texas Commission on Human Rights Act.

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Sample Employment Agreement for an Executive Employee, Sample Employment Agreement for an Account Executive or Sales Employee, Schedule to Associate Physician Employment Agreement, Sample Release and Severance Agreement (Non-OWBPA Agreement), Release and Severance Agreement (OWBPA Agreement), Internal Complaint Review Procedure

Letter Seeking Information and Documents from Employers of Employee Subject to Your Client's Non-Compete Agreement, Non-Compete Agreement, Noncompetition, Nondisclosure of Confidential Information, Nonsolicitation Agreement, Pattern Interview of Employee Accused of Discrimination/Harassment/Retaliation, Pattern Interview of Employee Complaining of Discrimination/Harassment/Retaliation

Retainer Letter: Representation of Executive on Hourly Basis, Retainer Letter: Representation of Defendant in Employment Law Matter, Power of Attorney Coupled with an Interest, Memo Detailing Procedures

for Fair and Thorough Investigation of Alleged Discrimination, Harassment and/or Retaliation, Pattern Interview of Possible Witnesses to Alleged Discrim/Harassment, Notice Letter: Preserve Evidence in a Commercial/Employment Case

Telephone Interview Checklist — Prospective Client — Employee, Telephone Interview Checklist — Prospective Client — Employer, New Client Information Sheet, Checklist: Documents for Initial Meeting with Prospective Client

Confidentiality and Nondisclosure Agreement, Letter: Demand on Plaintiff to Go to Arbitration, Letter Firing Employee, Letter Requesting More Information Before Taking Case — Employment, Suggestions to Client re: Filing EEOC/TCHR Charge of Discrimination, Sarbanes-Oxley-Compliant Employer Posting, Sarbanes-Oxley-Compliant Whistleblower Policy

About the Book and CD

Texas Employment Law contains over 1,700 letter-sized pages measuring 8-1/2 x 11 inches in two sturdy and tabbed 3-ring binders.

Included at no extra charge is an intuitive, full-text CD which requires no installation before use. It may be searched by key word, case name, topic, or form. The CD's 172 forms and 34 chapters are also provided in Word in case you don't want to work with the CD's search program.

\$149 buys the book and CD. The book is updated annually for \$89.99 with replacement pages and a new CD. Both the book and its update are sold on a 30-day trial basis, and may be returned if not to your liking. The annual update service may be cancelled at any time.

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Abbreviated Contents

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Written Employment Contracts

Governing Principles, Elements of Written Employment Contracts

Wrongful Discharge

Written Contracts, Contract Formation, Statute of Frauds, Implied Contracts, Breaches of Employment Contract, Third Party Interference, Remedies in Contract Claims, Promissory Estoppel, Good Faith and Fair Dealing, *Sabine Pilot*, Remedies and Defenses to Common Law Public Policy Claims, Statutory Public Policy Restrictions on Employment-at-Will

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Executive Order 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act, Executive Order 13201 ("Beck" Poster)

Ethical Dilemmas

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