

## State Resources

Missouri Commission on  
Human Rights

## Reviewing Your

**MISSOURI**  
Job Offer

## Federal Resources

Equal Employment  
Opportunity Commission  
<http://www.eeoc.gov>

<https://labor.mo.gov/MOHUMANRIGHTS>

### Does your job offer require that you sign a non-compete agreement?

Any employee may be subject to a non-compete provided that the agreement meets six requirements:

- (1) Does the covenant protect a valid business interest? Valid business interests include trade secrets and customer contacts or relationships though other interests may be included.
- (2) Is there adequate consideration? Most Missouri Courts have found that at-will employment is adequate consideration. Though one recent Court found that it was not.
- (3) Are the time and geographic restrictions reasonable? There is no set rule on what restrictions are reasonable or unreasonable. This is reviewed on a case-by-case basis. Missouri Courts have commonly upheld a two-year limitation though there are instances of Courts enforcing longer time restrictions. In the past, Missouri Courts have upheld global territory restrictions, provided that they are sufficiently tied to the business' interests.
- (4) Is the covenant ancillary to a valid transaction or relationship? Generally speaking, non-compete agreements are enforceable only if the parties have a substantive relationship with one another like an employment or independent contractor relationship.
- (5) Does the agreement create an undue burden? While the employee restricted by a non-compete will almost always find the restrictions burdensome, Courts generally enforce these agreements unless there is no time or geographic restrictions.
- (6) Does the agreement injure the public? Non-competes are permitted in most fields, including medicine and accounting. Non-competes generally are not enforceable for lawyers.

### Does your salary match the salary of your co-workers?

Missouri employers are not required to provide you with a pay scale for the offered position. However, you can still ask for this information. You can also share your compensation details with co-workers and ask them if they are willing to share such details with you. Under federal law, most employers are prohibited from instituting policies that restrict employees from discussing pay with one another. Remember to consider not just salary, but also other compensation elements like equity, bonuses, moving expenses, or vacation time when evaluating whether your compensation package is fair. In addition, Missouri law protects against sex-based discrimination in pay for male and female employees who work in the same establishment for the same quantity and quality of the same classification of work.

### Assuming your employment is "at will," can you negotiate for contractual protections?

Most employment in the private sector is "at-will." This means your employer can terminate your employment or change the terms of your employment whenever they want, for whatever reason they want, other than a few reasons that are illegal (i.e. unlawful discrimination and retaliation). Employees can try to negotiate for additional protection in their employment contract. For example, you can seek a provision requiring notice pay or severance pay if terminated or a provision barring termination absent "just cause."

### Have you properly excluded your individual inventions prior to accepting your job offer?

Your employer may have you sign an agreement clarifying that any invention you develop while working for it becomes their property and/or that you are required to assign your rights to it. This agreement is limited to inventions that are "within the subject matter" of the employment relationship and does not apply to inventions you create before joining the employer. Usually, there is a place in the agreement to identify any such prior inventions and you should make sure you identify any such inventions and avoid using them or incorporating them in to work you do for the employer.

### Does your job offer require that you sign a forced arbitration agreement?

Many employers require that employees sign arbitration agreements that waive the employee's right to pursue claims in court or to pursue claims collectively or through class actions. In most cases, such agreements are permitted. Some employers' agreements have opt-out provisions which allow you to opt-out of the arbitration process. It is generally a good idea to do so if given the option. Additionally, some employers do not require that their employees agree to forced arbitration. You should consider whether a prospective employer requires that you sign an arbitration agreement when evaluating multiple job opportunities. Finally, employers are not allowed to require claims of sexual harassment or sexual assault be brought in forced arbitration. Those types of claims may be brought in court, either individually or as collective or class claims, regardless of an arbitration agreement.

Authors: Jessica M. Scales (Sedey Harper Westhoff, P.C.), Kristin Smith (MIT Equal Pay Working Group), generated in collaboration with the National Employment Lawyers Association

This work is licensed under the Creative Commons Attribution-No Derivatives 4.0 International License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nd/4.0/> or send a letter to Creative Commons, PO Box 1866, Mountain View, CA 94042, USA. Content is current as of March 2022. Additional resources can be found at the webpage for the National Employment Lawyers Association, <https://www.nela.org>

| x | @ MIT  
x = advancement

| x | @ MIT  
x = pay

| x | @ MIT  
x = opportunity

