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

Nebraska courts will only enforce certain types of carefully drafted non-compete agreements. The time and geographic restrictions can be no greater than “reasonably necessary” to protect the employer’s legitimate business interest. **Geographic Restriction:** Employees cannot be prevented from soliciting clients if the employee never dealt with those same clients while employed. In other words, protection from unauthorized use of a client base will be limited to those clients with whom the employee *actually did business and had personal contact*. This means that blanket geographic restrictions (e.g., 25-mile radius) will be struck down if the employer cannot show that the employee actually dealt with every customer in that area. **Time Restriction:** An appropriate time restriction is often analyzed on a case-by-case basis. In one case, a 4-5 year restriction was found to be too long because the employer failed to establish that the useful life of confidential information lasted that long. In another case, a 2-year restriction limited to customers with whom the employee actually did business during the last 2 years of employment was upheld. **Modification:** Nebraska courts will not modify an overbroad agreement. If a portion of a non-compete clause is unenforceable under Nebraska law, then courts will declare the entire non-compete clause to be void.

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

Nebraska employers are not required to provide you with the pay scale for the position offered to you. 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 state and 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, Nebraska law bars discrimination on the basis of sex by paying wages to one sex at a lesser rate than the rate paid to employees of the opposite sex for comparable work on jobs.

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 into 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 have elected not to force their employees to sign such agreements, and whether a prospective employer requires that you sign an arbitration agreement can be one factor you consider when evaluating multiple job opportunities. Finally, employers are not allowed to require claims of sexual harassment or sexual assault be brought in arbitration. Those types of claims may be brought in court, either individually or as collective or class claims, regardless of the existence of an arbitration agreement.

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