

State Resources

Colorado Department of
Labor and Employment
<https://cdle.colorado.gov/>

Reviewing Your COLORADO Job Offer

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

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

There are particular conditions under which an employee can be subjected to a non-compete agreement. Employers may only enforce a non-compete agreement against an employee when: the employment contract relates to the purchase of a business or an asset of the business; the contract protects trade secrets; the employer pays for education or training expenses of the employee, if employed less than two years; or the employee is an executive or management personnel. Employers may subject employees within the exemption categories to a non-compete agreement, with limitations. The agreement must be reasonable in time, geographic scope, and scope of prohibited activities. Additionally, employers cannot avoid the non-compete law's limitations by including a clause providing that another state's law governs the agreements.

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

There are several ways you can try to verify this. First, you can check the job posting where employers are required to post wage and benefit information unless the work is specifically tied to a non-Colorado work site. Second, you can ask your prospective employer for the pay scale for the position offered to you and they will likely provide it to you. Third, you are allowed to share your compensation details with co-workers and ask them if they are willing to share such details with you. 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. Colorado employers are prohibited from asking perspective hires about their salary history or to rely on the wage history to determine a wage rate. In addition, Colorado law prohibits gender-based discrimination for work that requires substantially similar skill, effort, and responsibility and is performed under similar working conditions.

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 let you go or change the terms of your employment whenever they want, for whatever reason they want, other than a few reasons that are illegal (like certain forms of 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 becomes their property and/or that you are required to assign your rights to your employer. This does not apply to inventions that 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. In Colorado, even without an assignment agreement, if the invention(s) was within the scope of your job duties and during your time of employment, the court may find there was an implied contractual obligation to assign those inventions to your 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. 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 perspective employer requires that you sign an arbitration agreement can be one factor you consider when evaluating multiple job opportunities.

Authors: Paul Sung Cha (Sheridan Ross, PC), Briana Long (3L at University of Wyoming), Kristin Smith (MIT Equal Pay Working Group)

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