

## THIS IS NOT LEGAL ADVICE

### State Resources

Arizona Civil Rights Division of the  
Arizona Attorney General's Office  
<https://www.azag.gov/civil-rights>

Reviewing Your  
**ARIZONA**  
Job Offer

### Federal Resources

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

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

In Arizona, courts adjudicate the enforceability of non-compete clauses in employment agreements. These clauses are generally enforceable when they have been crafted in a reasonable manner so as to protect an employer's legitimate business interest and so long as they do not violate public policy. Reasonableness may be determined based on, for example, the scope and the duration of a drafted non-compete clause.

Additionally, under Arizona Revised Statutes § 23-494, it is unlawful for a broadcast employer to require a current or prospective employee to agree to a non-compete clause.

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

Arizona's Equal Pay Act, encoded at Arizona Revised Statutes § 23-341, provides that employers are not allowed to pay any employee at wage rates less than the rates paid to employees of the opposite sex in the same establishment for the same quantity and quality of the same classification of work. Variations of pay are allowed, however, for engaging in the same classification of work based upon other enumerated factors, such as a difference in seniority, length of service, ability, skill, or difference in duties or services performed.

Additionally, if an employee brings a claim under § 23-341, the person bringing the claim shall have the burden of proof to establish that the differentiation in rate of pay is based upon the factor of sex and not upon other differences, factor, or factors. However, there is some degree of protection under Arizona state law for employees to discuss their wages. For example, under Arizona Revised Statutes § 23-205, an employer may not take any adverse employment action against an employee for disclosing the employee's wages or discussing another employee's wages if the discussion was voluntary.

Additionally, the National Labor Relations Act prohibits the rights of any employee covered by the Act to discuss wages in face-to-face conversations and written messages. While employers may have policies against the use of company equipment when using some types of electronic communications, like social media, it is still the case that policies that specifically prohibit the discussion of wages are themselves unlawful.

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

It is not common to negotiate for additional contractual protections, but this is a question that should especially be reviewed for potential employees seeking executive level positions as well as positions that require an employee with specialized skills. For these situations, it is recommended to seek advice of an attorney. And further to these general factors, employees may also be able to negotiate for various job benefits, such as training opportunities. Even when it is not possible to negotiate for benefits that are governed by company-wide policies, such as perhaps retirement benefits or health benefits, it is often beneficial to compare and consider these benefits when assessing multiple job offers.

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

As an initial matter, inventor(s) are presumed to be owners of any patent rights that stem from their invention unless those patent rights have otherwise been properly assigned. See 37 CFR 1.41 Inventorship; See Manual of Patent Examination Procedure 2109 Inventorship.

With that said, it is not unusual for employers to ask employees to sign an agreement requiring employees to assign inventions created during the course of their employment to the employer. It is often beneficial for employees who have their own inventions to identify any and all inventions and other intellectual property (IP) to which they intend to retain ownership rights. It is highly encouraged to consult with a lawyer when employees are looking to negotiate a contract that involves the assignment of individual inventions.

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

On March 3, 2022, President Biden signed into law the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, prohibiting employers from enforcing predispute arbitration agreements and class action waivers that concern sexual harassment and sexual assault claims. As a result of this act, 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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