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State Resources

Connecticut
Department of Labor
<https://portal.ct.gov/dol>

Reviewing Your
CONNECTICUT
Job Offer

Federal Resources

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

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

With the exception of a few particular industries, Connecticut lacks statutes and regulations to govern non-compete agreements. As such, the enforceability of non-compete agreements in Connecticut is largely determined by the courts. The enforceability of a non-compete agreement will generally depend on an assessment of reasonableness that may be based on factors such as duration, geographic scope, fairness of the employer's protection, and the effect that the restraint has on an employee's ability to pursue their occupation.

Specific industries/occupations covered by Connecticut statutes include physicians, security guards, employees in the broadcast industry, homemakers, companions, home health service workers, advanced practice registered nurses, and physician assistants. See Conn. Gen Stat. § 31-50a through 31-50b.

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

Connecticut's Equal Pay Law, encoded at Connecticut General Statute § 31-75, provides that employers are not allowed to discriminate in the amount of compensation they pay to an employee on the basis of sex. Employers can, however, vary pay if the differential is instead based on a differential factor, such as a seniority system, a merit system, or a system that measures earnings by quantity or quality of production.

Connecticut also provides pay equity protections under Public Act 21-30, including that an employee may ask another employee about their wages without being subject to retaliation of the employer.

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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