

THIS IS NOT LEGAL ADVICE

State Resources

Florida

Office of Civil Rights

<https://www.myfloridalegal.com/civil-rights>

Reviewing Your

FLORIDA

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 Florida, contractual provisions that prohibit competition - such as non-compete covenants - are enforceable so long as such contractual provisions are reasonable in time, area, and line of business. In order to be enforceable, a restrictive covenant shall be in a writing signed by the person against whom enforcement is sought, and the person seeking enforcement shall plead and prove the existence of one or more legitimate business interests justifying the restrictive covenant.

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

Florida law prohibits discrimination based on sex. In particular, employer shall discriminate between employees on the basis of sex by paying wages to employees at a rate less than the rate at which he or she pays wages to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions. As an exception, however, Employers can vary pay pursuant to a differential based on another factor other than sex, such as a seniority system, a merit system, or a system which measures earnings by quantity or quality of production. See Fla. Stat. § 448.075.

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.

Authors: Stephan Duceprin (Fall 2023 MIT Pay Equity Student Researcher), Kristin Smith, JD, MBA (MIT Equal Pay Working Group), Yining Duan (Spring 2024 MIT Pay Equity Student Researcher)

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