

THIS IS NOT LEGAL ADVICE

State Resources

Idaho
Human Rights Commission
<https://humanrights.idaho.gov>

Reviewing Your

IDAHO
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 contrast to many states that generally enforce non-compete agreements but for exceptions of particular industries/occupations, Idaho has a default of not enforcing non-compete agreements unless it can be shown that the employee is considered to be a "key" employee or a "key" independent contractor. Even in cases where non-compete agreement may be enforceable, the provisions surrounding the non-compete must still be reasonably drafted. Factors that may be considered is assessing reasonableness include duration, geographical area, and types of employment or line of business. See ID Code § 44-2701 (2022).

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

Idaho law prohibits differential rate of pay based on gender. See ID Code § 44-2702. In particular, this statute provides that no employer shall discriminate between or among employees in the same establishment on the basis of sex, by paying wages to any employee in any occupation in this state at a rate less than the rate at which he pays any employee of the opposite sex for comparable work on jobs which have comparable requirements relating to skill, effort and responsibility. Additionally, under this statute, no employer may discharge or discriminate against any employee by reason of any action taken by such employee to invoke or assist in any manner the enforcement of Idaho's Human Rights Act.

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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