

## THIS IS NOT LEGAL ADVICE

### State Resources

Indiana  
Civil Rights Commission  
<https://www.in.gov/icrc/>

Reviewing Your

**INDIANA**  
Job Offer

### Federal Resources

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

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

Indiana courts do not generally favor non-compete agreements. The burden of proof is on the employer to show that a non-compete is enforceable, and courts may find a non-compete agreement unenforceable for a myriad of different reasons, including whether the non-compete is necessary to protect a business interest, whether the non-compete is reasonable in time and scope, and whether the employee was provided some form of compensation in return for signing the non-compete agreement.

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

The Indiana Minimum Wage Law of 1965 states that "no employer having employees subject to any provisions of this section shall discriminate, within any establishment in which employees are employed, between employees on the basis of sex by paying to employees in such establishment a rate less than the rate at which the employer pays wages to employees of the opposite sex in such establishment 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, payment may differ if that payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or another differential based on any other factor other than sex. See IN Code § 22-2-2-4(d).

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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