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State Resources

Rhode Island Department of
Labor and Training
<https://dlt.ri.gov>

Reviewing Your
RHODE ISLAND
Job Offer

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

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

While some non-compete agreements may be enforceable in Rhode Island if they meet reasonableness standards, there are large categories of workers against whom non-compete agreements are not enforceable, including employees who are eighteen years of age or younger; low-wage employees; undergraduate or graduate students who participate in an internship or otherwise enter a short-term employment relationship with an employer, whether paid or unpaid, while enrolled at an educational institution; and employees who are classified as nonexempt under the federal Fair Labor Standards Act. See Rhode Island General Laws § 28-59-1 to § 28-59-3, and See 29 U.S.C. §§ 201-219.

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

Under Rhode Island General Law 28-6-18, "No employer shall prohibit an employee from inquiring about, discussing, or disclosing the wages of such employee or another employee or retaliate against an employee who engages in such activities. No employer shall require an employee to enter into a waiver or other agreement that purports to deny an employee the right to disclose or discuss their wages. An employer shall not prohibit an employee from aiding or encouraging any other employee to exercise their rights under this subsection."

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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