

## THIS IS NOT LEGAL ADVICE

### State Resources

West Virginia  
Human Rights Commission  
<https://hrc.wv.gov/>

Reviewing Your  
**WEST VIRGINIA**  
Job Offer

### Federal Resources

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

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

West Virginia courts will generally enforce non-compete covenants so long as those covenants adhere to reasonableness standards. For example, non-compete clauses may be deemed to be unenforceable if the scope of the restriction is too broad; if there is not a nexus to a legitimate business interest of the employer; or if an employee is completely blocked from engaging in their chosen profession or field of profession.

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

As of 2019, the West Virginia legislature has considered House Bill 2308, which would update the West Virginia Human Rights Act to make it "unlawful for an employer to require, as a condition of employment, that an employee refrain from disclosing information about his or her wages, benefits, or other compensation or sharing information about another employee's wages, benefits, or other compensation," among other aspects. This House Bill 2308 appears to still be under consideration at this time.

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), Yining Duan (Spring 2024 MIT Pay Equity Student Researcher) and Kristin Smith, JD, MBA (MIT Equal Pay Working Group)

This work is licensed under the Creative Commons Attribution-No Derivatives 4.0 International License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nd/4.0/> or send a letter to Creative Commons, PO Box 1866, Mountain View, CA 94042, USA. Viewers of this resource are bound by the Terms and Conditions of this website, drafted with thanks by MIT alum Paul Cha. A copy of these Terms and Conditions can be found here: <https://capd.mit.edu/terms-of-service/>. Content is current as of March 2024.

| x | @ MIT  
x = advancement

| x | @ MIT  
x = pay

| x | @ MIT  
x = opportunity

**THIS IS NOT LEGAL ADVICE**

