

State Resources

Maine Human Rights Commission
<https://www.maine.gov/mhrc/>

Reviewing Your

MAINE

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 Maine, an employer may not require or permit an employee earning wages at or below 400% of the federal poverty level to enter into a noncompete agreement with the employer (In 2022, this number is \$54,360), as Maine considers them to be contrary to public policy. If the employee is making over the threshold, noncompete agreements may be enforceable if they are no broader than necessary to protect an employer's trade secrets, confidential information, or goodwill; however, if the legitimate business interest can be adequately protected through an alternative restrictive covenant, such as a nonsolicitation agreement, a nondisclosure agreement, or confidentiality agreement, then it is most likely that a noncompete agreement will not stand. Prior to an offer of employment that will require the acceptance of a noncompete agreement, the employer must notify the prospective employee that a noncompete agreement will be required, and must provide a copy of the noncompete agreement, not less than 3 business days before requiring the agreement to be signed. This provides time for the prospective employee to consider the ramifications of accepting the agreement, or to negotiate other terms. Any such agreement will not take effect until after one year of the employee's employment, or a period of 6 months from the date the agreement was signed, whichever is later.

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

Maine employers are not required to provide you with the pay scale for the position offered to you. However, you can still ask for this information. You can also share your compensation details with co-workers and ask them if they are willing to share such details with you. Maine law restricts employers from instituting policies that restrict employees from discussing pay with one another. Remember to consider not just salary, but also other compensation elements like equity, bonuses, moving expenses or vacation time when evaluating whether your compensation package is fair. Maine employers are prohibited from asking perspective hires about their salary history until after an offer of employment with compensation has been made. In addition, Maine law protects against gender-based discrimination for "comparable work," i.e., work that requires substantially similar skill, effort and responsibility and is performed under similar working conditions.

Assuming your employment is "at will," can you negotiate for contractual protections?

Most employment in the private sector is "at-will." This means your employer can terminate your employment or change the terms of your employment whenever they want, for whatever reason they want, other than a few reasons that are illegal (i.e. unlawful discrimination and retaliation). Employees can try to negotiate for additional protection in their employment contract. For example, you can seek a provision requiring notice pay or severance pay if terminated or a provision barring termination absent "just cause."

Have you properly excluded your individual inventions prior to accepting your job offer?

Your employer may have you sign an agreement clarifying that any invention you develop while working for it becomes their property and/or that you are required to assign your rights to it. This agreement is limited to inventions that are "within the subject matter" of the employment relationship and does not apply to inventions you create before joining the employer. Usually, there is a place in the agreement to identify any such prior inventions and you should make sure you identify any such inventions and avoid using them or incorporating them in to work you do for the employer.

Does your job offer require that you sign a forced arbitration agreement?

Many employers require that employees sign arbitration agreements that waive the employee's right to pursue claims in court or to pursue claims collectively or through class actions. In most cases, such agreements are permitted. Some employers' agreements have opt-out provisions which allow you to opt-out of the arbitration process. It is generally a good idea to do so if given the option. Additionally, some employers have elected not to force their employees to sign such agreements and whether a prospective employer requires that you sign an arbitration agreement can be one factor you consider when evaluating multiple job opportunities. Note that 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.

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x = pay

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x = opportunity