

State Resources

Maryland Commission
on Civil Rights
<https://mccr.maryland.gov/>

Reviewing Your

MARYLAND
Job Offer

Federal Resources

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

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

Maryland bans non-compete agreements for employees who earn equal to or less than \$15.00 per hour or \$32,100 per year annually. For these employees, a non-compete agreement or provision that restricts their ability to work with a new employer or to become self-employed in a similar business is considered null and void as being against public policy. Md. Code Ann., Lab. & Empl. § 3-716. For employees for which this law does not apply, an employer may be able to enforce a non-compete agreement against its employees if it is ancillary to the employment contract and if it is supported by "adequate consideration," which for new employees is a job offer. Non-compete agreements must also be limited in time (duration) and distance (geographic scope), not impose undue hardship on the employee, and not be against the public interest. Courts also may look to other factors, such as whether the employee provides unskilled services that are not unique and whether a non-compete is necessary to prevent misuse of an employer's client lists or trade secrets. Whether a particular non-compete agreement will be enforceable depends on the specific facts and circumstances surrounding each agreement.

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

Maryland employers are prohibited from asking about salary history. Md. Code Ann., Lab. & Empl. § 3-304.2. Employers must provide a salary range upon request from an applicant for the position to which the applicant applied. They cannot retaliate against an applicant by refusing to interview, hire or employ the applicant who asks for a salary range or refuses to provide a salary history. Maryland employers are prohibited from requiring employees to refrain from asking about, disclosing, or discussing wages with another employee and retaliating against employees who do so. Md. Code Ann., Lab. & Empl. § 3-304.1.

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

Maryland is an "at will" employment jurisdiction. This means that, absent an express contract, 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 Maryland, such agreements are generally permitted. However, an employer cannot require an employee who has a claim for sexual harassment or for retaliation for reporting sexual harassment to go to arbitration. Md. Code Ann., Lab. & Empl. § 3-175. Under the same law, employers also cannot retaliate against employees who refuse to enter into arbitration agreements that waive their rights or remedies for sexual harassment claims. Some employers' agreements have opt-out provisions that allow you to choose not to participate the arbitration process. It is generally a good idea to do so if given the option.

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