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

Although most employment in the private sector is “at-will” – meaning your employer can terminate your employment or change the terms of your employment whenever they want, for whatever reason they want, other than for illegal reasons – you may be able to negotiate for better employment terms. 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 the employer becomes their property and/or that you are required to assign your rights to the employer. 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. In most cases, such agreements are permitted. Sometimes these agreements require you to pay much more than you would have to in court and can severely limit timelines related to bringing claims. In addition, arbitration can conceal repeated wrongdoing and require a confidential process, in contrast to a transparent court process. 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 perspective employer requires that you sign an arbitration agreement can be one factor you consider when evaluating multiple job opportunities. Finally, 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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