

State Resources

South Carolina Human Affairs
Commission
<https://schac.sc.gov>

Reviewing Your
SOUTH CAROLINA
Job Offer

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

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

Employers may subject employees to a non-compete agreement if it meets certain conditions. The agreement must be no greater than necessary to protect a legitimate interest of the employer's business. The agreement must not be unduly oppressive to the employee's ability to earn a living in his or her chosen field of work. The agreement must also be reasonable from a public policy standpoint. In addition, the agreement must be reasonably limited with respect to time and place. The agreement must also be supported by consideration, which is typically satisfied by the offer of employment. South Carolina courts do not favor non-compete agreements and construe them strictly against the employer. If a court finds a non-compete agreement to be unenforceable, it will strike the agreement rather than rewrite it with reasonable terms.

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

South Carolina 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. Under federal law, most employers are prohibited 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. South Carolina employers are not prohibited from asking prospective hires about their salary history. In addition, South Carolina law protects against pay discrimination based on race, color, religion, sex (including pregnancy), national origin, age or disability.

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 (e.g. 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 may include inventions that are derived from the work you perform for the employer, including inventions you create after the termination of employment, but 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. Because some employers do not require employees to sign such agreements, you should consider forced arbitration as a factor when evaluating multiple job opportunities.

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