

State Resources

Virginia Commission
Against Discrimination
<http://www.mass.gov/orgs/Virginia-commission-against-discrimination>

Reviewing Your
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?

Non-competes are generally enforceable in Virginia provided they are reasonable in time (duration), geography (distance), and scope (type of work). Nevertheless, non-competes are prohibited for "low wage employees" (<\$1,195/w in 2021), interns, and students. See Virginia Code § 40.1-28.7:8.

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

Virginia employers are not required to provide you with the pay scale for the position offered to you and are not prohibited from asking about your pay history. Virginia employers are prohibited, however, from setting pay based on a discriminatory reason (e.g. race, religion, etc.).

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

Virginia is an "employment at will" state. 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, although will likely face an uphill battle in doing so. For example, you might request a provision requiring notice before termination, severance pay, or that you will not be terminated except "for 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 your employer becomes their property and/or that you are required to assign your rights to it. It is important that you review the scope of this agreement to ensure that it does not unfairly encompass inventions made before your employment or inventions made on your own time that do not relate to your employment. 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 into 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. Such agreements are permitted under Virginia law. See Virginia Code § 8.01-581.01. 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.

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x = advancement

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x = pay

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x = opportunity