

## State Resources

D.C. Commission on Human Rights

<https://ohr.dc.gov/commission>

Reviewing Your  
**WASHINGTON, D.C.**  
Job Offer

## Federal Resources

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

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

The current law in the District of Columbia generally permits non-compete agreements. Non-compete agreements are enforceable if the restrictions further a legitimate business interest and are reasonable in time (duration) and distance (geographic scope). On January 11, 2021, Washington, D.C. Mayor Muriel Bowser signed the "Ban on Non-Compete Agreements Amendment Act of 2020," but it has not yet gone into effect. This new law prohibits private employers from requesting or requiring that a covered employee sign a non-compete agreement. It also prohibits workplace policies that prohibit employees from being employed by another person or company, known as "moonlighting," or from starting one's own business. An employer also cannot retaliate against an employee for refusing to sign a non-compete agreement. Three categories of workers are not protected by the new law: volunteers in educational, charitable, religious, or nonprofit organizations; lay members elected or appointed to office within a religious organization and engaged in religious functions; and casual babysitters. As of August 2021, the new law is expected to go into effect on April 1, 2022. Should the law go into effect on that date, all non-competes signed after that day would be subject to the law's restrictions. The law may be amended prior to its current effective date.

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

D.C. employers are prohibited from requiring employees to refrain from asking about, comparing, or discussing wages with another employee and from disciplining or retaliating against employees who do so. D.C. Code § 32-1452. D.C. employers are prohibited from paying employees in a way that may be discriminatory based on specific protected categories (e.g. race, gender identity or expression, etc.). D.C. Code § 2-1402.11. The government of the District of Columbia is prohibited from asking its employees for salary history. Private employers, however, are not prohibited from asking about your salary history.

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

The District of Columbia 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 or 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 the District of Columbia, such agreements are generally permitted. Some employers' agreements have opt-out provisions that allow you to choose not to participate in the arbitration process. It is generally a good idea to do so if given the option. Additionally, some employers have elected not to require 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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