

## State Resources

Dept of Workforce Development  
Equal Rights Division  
[www.dwd.wisconsin.gov/er/civilrights/discrimination](http://www.dwd.wisconsin.gov/er/civilrights/discrimination)

## Reviewing Your

**WISCONSIN**  
Job Offer

## Federal Resources

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

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

Wisconsin Courts analyze non-compete agreements on a case-case basis. Such agreements are lawful and will be upheld if, among other factors, they are “reasonably necessary for the protection of the employer.” This is grounded in Wisconsin Statutes § 103.465. In order to be enforceable, non-compete agreements must: (1) be necessary to protect the employer; (2) provide a reasonable time limit - two years following employment has consistently been determined reasonable; (3) provide a reasonable territorial limit - typically this has included regions where the employee performed services during her/his employment; (4) not be harsh or oppressive to the employee, in particular in the scope of the restrictions, meaning the employee is prohibited from performing the same kind of services performed for the previous employer; and (5) not be contrary to public policy.

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

Wisconsin employers are not required to provide you with the pay scale for the position offered to you. Nothing prohibits you from asking an employer for this information. You can also share your compensation details with co-workers and ask them if they are willing to share their compensation details with you. Federal law (i.e., the National Labor Relations Act) prohibits most employers from instituting policies that restrict employees from discussing pay with one another. Remember that your compensation package includes more than just salary; health and other insurance benefits, vacation, equity, bonuses, and moving expenses are among other factors to consider in evaluating the fairness of an offer. Wisconsin employers are not prohibited from asking prospective hires about their salary history. You are not required to provide that information, but you should be prepared to provide a response if the question is asked. Wisconsin law protects against gender-based discrimination for “comparable work,” i.e., work that requires substantially similar skill, effort and responsibility and is performed under similar working conditions.

### 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 (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 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. 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. 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. 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

Authors: Peter Fox (Fox & Fox, S.C.), Kristin Smith (MIT Equal Pay Working Group)

This work is licensed under the Creative Commons Attribution-No Derivatives 4.0 International License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nd/4.0/> or send a letter to Creative Commons, PO Box 1866, Mountain View, CA 94042, USA. Content is current as of March 2022. Additional resources can be found at the Wisconsin Equal Rights Division: <https://dwd.wisconsin.gov/er/>.

| x | @ MIT  
x = advancement

| x | @ MIT  
x = pay

| x | @ MIT  
x = opportunity

 Massachusetts  
Institute of  
Technology