

THIS IS NOT LEGAL ADVICE

State Resources

Wyoming Department
of Workforce

<http://www.wyomingworkforce.org>

Reviewing Your

WYOMING

Job Offer

Federal Resources

Equal Employment
Opportunity Commission

<http://www.eeoc.gov>

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

If you are going to be employed in Wyoming, the employer is allowed, with limitations, to restrain your future professional opportunities by requiring that you agree not to work for its competitors after you leave the job. The agreement must be reasonable in geographic scope and in the scope of prohibited activities. The agreement also typically cannot last longer than 12 months after the end of employment. It must also be supported by a clause providing for reasonable compensation during the restricted period or other mutually-agreed upon consideration. The agreement also must be necessary for the employer to protect a legitimate business interest such as trade secrets, confidential information, or special influence over the employer's customers. Only attorneys are protected from non-compete agreements in Wyoming through the Wyoming Rules of Professional Conduct.

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

There are several ways you can try to verify this. First, you can ask your prospective employer for the pay scale for the position offered to you and they will likely provide it to you. Second, you are allowed to share your compensation details with co-workers and ask them if they are willing to share such details with you. 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. In addition, Wyoming law prohibits discriminating against employees based on disability, age, sex, race, creed, color, national origin, ancestry or pregnancy for compensation.

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 let you go or change the terms of your employment whenever they want, for whatever reason they want, other than a few reasons that are illegal (like certain forms of 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 becomes their property and/or that you are required to assign your rights to your employer. This does not apply to inventions that 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. In Wyoming, even without an assignment agreement, if the invention was within the scope of your job duties and during your time of employment, the court may find there was an implied contractual obligation to assign those inventions to your 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. 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.

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