



## Sign in the Name of Love

Publication

6.06.08

"Love contracts" are gaining in popularity among employers faced with the situation of two valuable employees who have become involved in an intimate relationship. Years of sexual harassment litigation have illustrated the dangers inherent in supervisors and subordinates becoming involved in dating or sexual relationships. While employers are still best served by non-fraternization policies that prohibit intimate relationships between managers and their subordinates, love doesn't always follow the rules. Some employers will strictly enforce their non-fraternization policies, even if it means losing a talented employee or two. Other employers will want to be more flexible. The "love contract" can be an important means for those employers to avoid liability for harassment claims later.

Love contracts are not for everyone, and employers have discretion to determine who will get one. While such an agreement may be appropriate for a couple who appear to be involved in a genuine relationship, it might not be advisable for a manager who has carried on relationships with a series of subordinates. These agreements, moreover, are generally used only where a manager and a non-management employee are involved, or where a senior manager is involved with a subordinate manager. Relationships among peers are less problematic, as an employer is only strictly liable for the harassing conduct of its managers and supervisors. In fact, relationships among peers are protected to an extent by the right to privacy.

This article appeared in the June 6, 2008 issue of the *Los Angeles Daily Journal*.