

Insights, News & Events

## 50 SHADES OF GREY... IN THE BOARDROOM

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As the weather heats up, summertime romances are probably on the minds of many of your employees. According to the Society of Human Resource Management, as many as 40% of workers have had an office relationship at some point in their careers. Even though employees might view office romances as harmless, they can often lead to a host of legal issues for an employer. In order to keep the boardroom from turning into the War of the Roses, companies should consider implementing an official "love contract" policy.

### What Is A Love Contract?

The term "love contract" (okay it's an unfortunate name, but it's in pretty wide use) refers to a written agreement between two employees that have mutually and voluntarily entered into a romantic relationship. These agreements usually state that both employees fully understand their employer's policies regarding harassment in the workplace, and reaffirm that the relationship is fully consensual and free of coercion or undue influence.

Most love contracts also require the employees to file a report with Human Resources if their relationship ends, becomes negative, or is no longer consensual. Such agreements can come in handy in the event the relationship sours and one (or both) of the employees complains of harassment. While not perfect, love contracts can reduce the risk of complaints and litigation.

### Key Elements Of A Love Contract

The terms of these agreements vary depending on the

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specifics of the employer's particular workplace. In order to be effective, a love contract should address the following:

- the relationship is consensual and is not based on intimidation, threat, coercion or harassment;
- the employees have received, read and agreed to abide by the company's policy against harassment and discrimination and all other company policies;
- the employees agree not to let their relationship affect their work or the work of their coworkers;
- both employees may end the relationship at any time without fear of retaliation; and
- the employees have had sufficient time to read the document and ask questions before executing it of their own free will.

The contract should also contain specific language about what is prohibited in the workplace. Some behaviors include:

- public displays of affection – both employees should agree to act appropriately in the workplace and avoid any behavior that could be deemed offensive to others.
- favoritism – neither employee should show any preferential treatment to the other; and
- inappropriate communication – company email and phones should not be utilized for personal communication between the employees.

The contract should always include the contact information for someone in the HR department should either employee feel they need to file a report. When requiring employees to sign this type of agreement, it is recommended that the employees be spoken to individually and sign the love contract outside of each other's presence. This avoids any later claims that the signature was coerced.

### **Supervisor And Subordinate Relationships**

Give special consideration to relationships that arise between managers and subordinates. Generally, these relationships should be prohibited to avoid the appearance or claims of undue influence, favoritism, coercion, or harassment. If a supervisor and subordinate become involved in a relationship, the company may need to alter the

reporting structures within the organization so that the supervisory employee no longer exerts direct control over the management of the subordinate.

As always, it's also important that company policies regarding relationships, as well as any disciplinary actions resulting from them, be applied consistently regardless of the employee's tenure, position within the organization, or past performance.

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