

Love Contract

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When I was in college, I was a janitor for the school district at the junior high. One summer, two of the college kids on the summer crew began dating.

At first it was cute. Everyone is happy if friends find love. After a while, it got a little nauseating. Stolen glances and holding hands were completely tolerable; then the pet names and smooches got to be a little much. The summer romance went from annoying to frustrating when other workers had to pick up the couple's slack so they could whisper sweet nothings into each other's ears.

But extra work was not nearly as stressful as when the couple broke up. The school was dead quiet and you could cut the tension with a putty knife. When the fall came, the school was spotless and everyone was very happy we were going back to college, especially the full-timers.

Watching this couple, I discovered that workplace romances could quickly turn into messes that even the best janitor couldn't clean up. While this was a harmless summer help romance, workplace love can be devastating for not only the lovers, but also the employer.

Some workplace relationships start because subordinates fear being reprimanded if they rebuff superiors' advances. After a workplace relationship ends, a jilted lover may use their position to retaliate against their lost love. Finally, an underling may enjoy favorable treatment while dating a boss, which causes unrest among the rest of the rank and file. All of these situations can lead to costly sexual harassment lawsuits.

To prevent these situations, some companies have implemented non-fraternization policies designed to prohibit or discourage workplace relationships. This can be touchy, as most employees perceive their employers monitoring their personal relationships as an invasion of privacy. Also, failing to enforce these policies consistently increases the possibility of discrimination claims.

As an alternative, some businesses have begun using employee relationship acknowledgements, better known as "love contracts." Designed to deter future litigation, love contracts are signed by the couple and are an acknowledgment of their relationship.

The most effective love contracts contain several disclosures made by the couple. First, the love contract should acknowledge that the relationship is consensual and is not based on intimidation, threat, coercion or harassment. The employees should confirm they have received, read, understood and agree to abide by the company's sexual harassment and discrimination policies. The contract should state that the couple agrees to act appropriately in the workplace, avoid any behavior that is offensive to others and not let their relationship affect their work or the work of their co-employees.

By signing a love contract, the couple should also agree that neither employee will give the other any favoritism or preferential treatment. Finally, the couple should assert that either of them may end the relationship at any time with no resulting retaliation.

A love contract makes it difficult for a scorned lover to sue the company, as the contract is evidence that the employer took affirmative steps to maintain a workplace free from sexual harassment and retaliation. The contract also shows that the relationship was consensual, at least at the time of execution. Finally, the couple acknowledges the existence of the company's sexual harassment policy.

While workplaces romances may put employers on edge, they sure are entertaining for the rest of us.