

Bodman PLC

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The Love Contract in the Workplace

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Workplace romances and relationships are not uncommon - no doubt because of how much time employees spend at work. Employers must be prepared to handle romantic relationships in the workplace and have the tools in place to prevent and defend sexual harassment, discrimination or retaliation claims that may arise after a workplace relationship turns sour. One such tool is a Love Contract.

What is a Love Contract?

“Love Contracts” or “Consensual Relationship Agreements” are voluntary relationship contracts that both employees involved in a workplace relationship sign. Typically, a love contract will acknowledge that the relationship was and is voluntary and consensual. It will also reiterate or identify the company’s anti-harassment and non-retaliation policies and affirm that neither person was forced or harassed into the relationship. Employers should promote channels of reporting and maintain a positive working environment so that employees will be willing to report the coworker relationship to the company. More specifically, employers should inform employees that reporting such relationship will not result in any retaliation.

Other Important Provisions to Consider

In addition to acknowledging the voluntary and consensual nature of the relationship, a love contract should contain a conflict-of-interest provision that prohibits one person in the relationship from participating in or influencing any decision related to the other’s employment, including assignments of work, evaluations, discipline, discharge, compensation, or promotion. It is also a good idea to require company approval before one employee obtains a supervisory role over the other employee in the relationship, or altogether prohibit one party in a relationship from having a supervisory role over the other. Employees also should be directed to refrain from public displays of affection and should be required to notify the company if the relationship ends. Finally, love contracts should be kept confidential.

Why Should Employers Use Love Contracts?

Love Contracts are *not* intended to be an invasion of privacy. Instead, they are intended to affirm that the relationship is voluntary and consensual, and that the employees will comply with the employer’s relevant policies. Love contracts serve as powerful evidence that the workplace relationship was consensual, and that the employees were aware of the employer’s key policies and protections. Additionally, these contracts demonstrate that the employer took diligent steps to maintain a workplace free from sexual harassment, discrimination, and retaliation.

Please contact any member of [Bodman’s Workplace Law Group](#) if you have any additional questions regarding any of the information above. Bodman cannot respond to your questions or receive information from you without establishing an attorney-client relationship and clearing potential conflicts with other clients. Thank you for your patience and understanding.

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