

# Are Your Contacts Really Your Own?

A few months ago I went out with a group of friends to see [The Social Network](#). I enjoyed the movie, but what struck me the most is how many ethical issues in the characters' lives were mirrored and occasionally magnified in their online behavior. This is a dynamic that employers are increasingly monitoring in their present staff, potential employees and even former staff.

Many employers are now [heading straight for social networks](#) when reviewing a candidate. Some even review [social networking behavior during employment](#) with their company. The most controversial battles, though, seem to come from employee social networking activity after having been fired or issuing resignation. It's just like a break-up: awkward, occasionally nasty, and constantly learning where the post-relationship boundaries lie. In 2010 TEKsystems, Inc., an IT staffing firm, drew a line in the sand. TEKsystems, Inc. accused one of its former employees of being in violation of their non-compete agreement as a result of her actions on LinkedIn. [This lawsuit](#) has really given me pause.

The defendant (and two of her co-workers) are in the recruiting industry. Their industry is one in which they must have *and keep* strong connections to succeed. So what do you do when you leave a company and you have a two year non-compete agreement staring you in the face? I am sure that Brelyn Hammernik (one of the defendants) thought that she could flow freely through her network without retribution. She couldn't. TEKsystems accused her of contacting several contract employees and of being connected to several of them through LinkedIn.

There are distinct points of view when it comes to the use of Ms. Hammernik's contacts. 1. They are her contacts. 2. They are off-limits until the non-compete has run its course.

Here's how a conversation between a former employee and an employer might sound over this LinkedIn conflict:



## Former Employee:

"I am a career recruiter. It is ridiculous to think that I will not contact potential contract employees. I need to carry contacts from job to job, and if the people I contact are still contract employees with your firm, it is a signal to me that you haven't found a direct-hire/permanent opportunity for them yet. I might have one for them. Do you really have your candidates' best interest in mind?"

## Former Employer:

"The contacts that you made when you were working for our firm belong to the firm. We paid you to grow your network and develop relationships that would be profitable to us. These contacts are in our either presently working for us or are in our database and are considered contacts of our firm, not you as an individual. You signed the non-compete agreement with the awareness that soliciting certain candidates and clients would be restricted for two years."

What are employee rights when it comes to social networking? The boundaries are still being defined. This particular case ended in a highly confidential settlement. I was disappointed to hear that the terms were not being made public. I would love to know where the lines were drawn and what precedents may have been set for future cases.

Obviously, this issue is more complicated than a two-line dialogue between parties, but I would love to hear what you have to say about this issue. Please post your comments right here or on the [Delta Dallas Facebook Page](#). We look forward to hearing from you!

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