

NATIONAL SUPPLEMENT 129

between

U.S. Department of Housing and Urban Development

and

American Federation of Government Employees National Council 222 of HUD Locals

SUBJECT: Implementation of National HUD Nepotism Policy, Handbook 730.1, Nepotism Policy, dated August 2012.

SCOPE: The scope of this supplement encompasses the impact and implementation of a new nepotism policy by HUD on bargaining unit employees in all organizations of the Department.

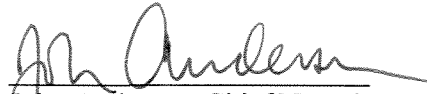
1. **Nepotism Violations:** Management has the responsibility for identifying any possible violations of the Nepotism Policy that may result from management-directed actions such as, but not limited to, reorganizations. All such actions shall be considered a change in working conditions and subject to the requirements of Article 5 of the AFGE-HUD collective bargaining agreement.
2. **Information to Union:** Management shall inform the Union of any management-directed action that may lead to a violation of the Nepotism Policy involving, either directly or indirectly, a bargaining unit employee, at least ten days before implementing such action once management is aware of the violation or possible violation.
3. **Employee Preferences:** If a personnel action creates a violation of the Nepotism Policy, management shall take into consideration the affected bargaining unit employee's preference, to the maximum extent feasible, of remaining in the current position or accepting reassignment to a comparable position within the employee's current duty station as identified and offered by management provided there is one available.
4. **Corrective Action:** In the event a HUD employee becomes a supervisor of a relative within the meaning of Handbook 730.1, management must take corrective action to resolve the conflict as soon as possible. Management will make every feasible effort to minimize any adverse impact of the corrective action on bargaining unit employees. Management will fulfill all labor relations obligations prior to implementing corrective action.
5. **Marriage:** If a violation of the Nepotism Policy occurs due to marriage, management will take into consideration the preferences of the employees, to the maximum extent possible. Management will delay any movement for a minimum of 30 days after advising the employees of their respective options.
6. **Adverse Impact:** Management shall strive to the maximum amount feasible to ensure that there shall neither be an adverse impact on any bargaining unit employee as a result of the implementation of the Nepotism Policy, including but not limited to promotions, upward mobility, and career ladders; nor to the maximum amount feasible shall any bargaining unit

employee be involuntarily relocated, separated, downgraded, or suffer financial impact as a result of implementation of this policy. Management shall treat all employees fairly and equitably when making such decisions as a result of implementing the Nepotism policy. Employees who are reassigned to other positions shall be provided all necessary training for the new position.

7. **Telework:** Employees who are reassigned to a different office as a result of the Nepotism Policy shall have the same rights to telework as other employees in their new office. In accordance with the Telework Supplement, if the new supervisor modifies or terminates the participant's existing telework agreement, the supervisor will provide written notice to the employee identifying the reason(s) for modification or disapproval.
8. **Reasonable Accommodations:** No previously approved reasonable accommodation shall be revoked or modified as a result of the Nepotism Policy or due to corrective action taken to resolve a Nepotism Policy violation.
9. **Alternative Work Schedules:** Employees who are reassigned to a different office as a result of the Nepotism Policy shall have the same rights to alternative work schedules as other employees in their new office. Any changes to an employee's work schedule required by management shall be made in accordance with Handbook 600.4, Alternative Work Schedules. The reason for any required changes shall be provided in writing to the employee.
10. **Leave:** Any leave approved prior to the implementation of this policy or prior to a reassignment in resolution of a nepotism policy violation shall not be rescinded.
11. **Local Bargaining:** Each Local shall receive notifications in accordance with the provisions of the AFGE/HUD collective bargaining agreement regarding local changes that may occur to bargaining unit employees, including but not limited to moves, details, and reassignments that are or may be affected by implementation of the Nepotism Policy.
12. **Corrective Action:** In the event a HUD employee becomes a supervisor of a relative within the meaning of Handbook 730.1, Management must take corrective action to resolve any conflict as soon as possible. Every feasible effort will be made by management to minimize any adverse impact of the corrective action on bargaining unit employees. Management will fulfill all labor relations obligations prior to implementing corrective action.
13. **Bargaining Unit Status:** No position will be removed from the bargaining unit solely as a result of the implementation of the HUD Nepotism Policy-Handbook 730.1.
14. **Impact of Policy:** Upon implementation of the Nepotism Policy, Management will notify the Union of potential nepotism situations of which it becomes aware. Management will fulfill all labor relations obligations associated with the resolution of Nepotism Policy issues affecting bargaining unit employees. This supplement applies to Handbook 730.1, Nepotism Policy, dated August 2012.
15. **Effective Date:** This Supplement will become effective when signed. This Supplement shall be incorporated into the successor collective bargaining agreement that follows the 1998 HUD-AFGE national collective bargaining agreement.

16. **Changes to Handbook:** Any changes to the Handbook following the conclusion of the current negotiations shall be subject to notice and negotiation.

For Management:


John Anderson, Chief Negotiator

DATE: 9/29/14

For the Union:


Jerry Gross, Chief Negotiator

DATE: September 29, 2014

Management Team:

Marcie Upton
Marcie Upton
Date: 10/6/2014

Linda Hawkins
Date: _____

Tia Young
Date: _____

Union Team:

Ricardo Miranda
Ricardo Miranda
Date: 9/29/14

Salvatore Viola
Salvatore Viola
Date: 10/3/2014