



SECTION: HUMAN RESOURCES	REFERENCE NUMBER: A21
SUBJECT: NEPOTISM POLICY	EFFECTIVE DATE: 8/01/2024
FROM: DR. CRYSTAL CALDERA, CITY MANAGER	LAST REVISION DATE: 10/28/2019, 09/09/2016

PURPOSE

The purpose of this policy is to avoid favoritism, the appearance of or potential for favoritism, and conflicts of interest and loyalty often associated with nepotism.

NEPOTISM: PERSONAL RELATIONSHIPS

- A. Applicants related to City Employee.** To avoid conflicts of interest, an applicant may not be hired as an employee of the City of Leon Valley, if the City already employs a person who is related within the third degree of consanguinity (blood) or second degree of affinity (marriage). See Attachment A for illustration.
- B. Applicants related to City Officer or Official.** To avoid conflicts of interest, no person related within the second degree by affinity or within the third degree by consanguinity to any elected officer of the City, to the City Manager, or Director, shall be appointed/hired to any office, position or clerkship or other City service.
- C. Covered relationships include the following** (*Attachment A, Nepotism Chart*):
1. Affinity Kinship is a relationship by marriage: Husband, wife, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandfather, spouse's granddaughter, spouse's brother, spouses sister spouse's sister, spouse's grandson, spouse's grandmother, spouse's brother, and spouse's sister.
 2. Consanguinity Kinship (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §573.021 - .025
Mother, father, son, daughter, stepchildren, stepparents, grandfather, grandmother, granddaughter, grandson, sister, bother, aunt, uncle, niece, nephew, great grandson, great granddaughter, great grandfather, and great grandmother.
 3. Significant others who live in the same household.
- D. Relationships of Existing Employees.** In an event that a marriage or cohabitation of employee places them in violation of this policy, they will be given the opportunity to decide between themselves, which of them is to resign. If the employee fails to make this decision within thirty

(30) calendar days, the employee with the shorter length of service with the City will be discharged.

However, the City Manager has the authority to determine if the action made between existing employees is in the best interest of the City and may provide for an extension for a decision to be made but may not provide exceptions to this policy. If an extension is determined, such extension must be made in the interest of the City, *not of the employee*, as to prevent or avoid additional burdens of department operations, for a period not to exceed six (6) months. The City has no obligation to create or fill a position to avoid a conflict of interest under this policy.

E. Situations which are impermissible under this policy, except for:

1. Those relationships which existed prior to September 9, 2016, by which exceptions were provided; or,
2. Those existing relationships by which employees are not supervised by the other party, by which a written Declaration of Existing Relationship (*Attachment B, Declaration of Existing Relationship Agreement*) has been filed by or before September 1, 2024 with the Human Resources Department.

F. Employee Acknowledgement and Understanding of Nepotism Policy. I acknowledge and understand that the city's Nepotism Policy is intended to encourage a respectful and supportive atmosphere at work for its employees. Interpersonal relationships between employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work; or harming the goodwill and reputation of the City among its customers or in the community at large. For this reason, the City reminds its employees that this policy applies to all employees, both on and off duty, for any type of relationship covered in Section C, and that such violation of this policy is unacceptable behavior and grounds for termination.

I, _____, hereby acknowledge and understand that if I am responsible for creating such violation, that I may be subject to termination of my employment without the need for a consensus decision from the other party, no matter the employee's length of service.

I have received a copy of the city's Nepotism Policy. I will retain one copy for myself and return one signed copy to the Human Resources Director no later than August 7, 2024, and, if applicable, a Declaration of Existing Relationship will be delivered no later than such specified date. I understand the signed copy will be retained in my personnel file.

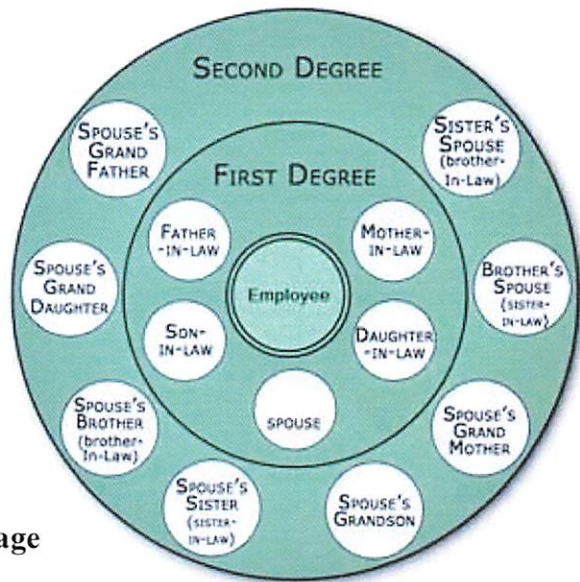
Employee Signature

Date

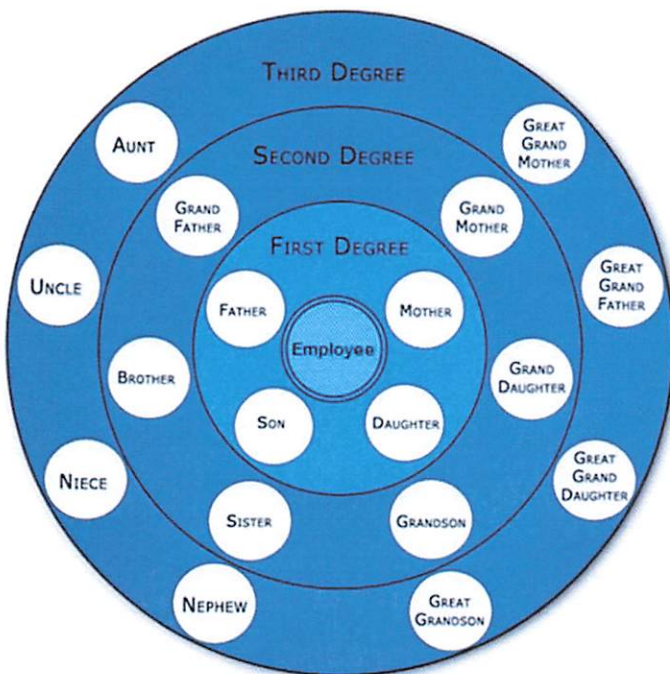
Attachment A Nepotism Chart

The Chart Shows:

- Affinity Kinship (relationship by marriage)
- Consanguinity Kinship (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025



AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood

Attachment B
Declaration of Existing Relationship Agreement

We, the undersigned employees, have an existing relationship by kinship of affinity or consanguinity, or have voluntarily entered into a social relationship by which existed prior to the Nepotism Policy adopted July 1, 2024.

We acknowledge that the City of Leon Valley is committed to providing a workplace that is free of harassment, discrimination, conflicts of interest, and favoritism, and that the City of Leon Valley will not tolerate unwelcome or offensive conduct, conduct that creates a hostile work environment, or sexual harassment. We have read and understand the City of Leon Valley antidiscrimination and antiharassment policies, including A5 - Sexual and Other Unlawful Harassment Procedural Directive.

In declaration of our relation, we understand and agree to the following:

- 1) The relationship is welcome and consensual by both employees.
- 2) Either employee may terminate the relationship at any time without suffering workplace retaliation of any form.
- 3) Neither employee will seek or accept a direct supervisory or reporting relationship with the other.
- 4) Employee in supervisory position will not participate in any discussions or decisions related to the terms of the subordinate employee's employment, including those related to assignments, evaluations, discipline or discharge, compensation, scheduling, promotion or demotion, and development.
- 5) The employees will not engage in conduct that could reasonably be regarded by co-workers as favoritism.
- 6) The employees will always behave professionally toward each other and co-workers, even if the social relationship ends.
- 7) The employees agree to treat information learned in their professional capacities as confidential until made public and to respect the boundaries of their respective positions, as well as any applicable chain of command.
- 8) The employees will not engage in public displays of affection or other inappropriate conduct in the workplace or at work-related functions.
- 9) The relationship does not violate the City of Leon Valley antidiscrimination and antiharassment policies, and the relationship has not been made a condition or term of employment.
- 10) The employees will continue to comply with City of Leon Valley antidiscrimination and antiharassment policies.
- 11) The employees will inform City of Leon Valley immediately if the social relationship ends or if the conduct of the other employee is no longer welcome.

12) Any dispute arising from this relationship or from this agreement will be resolved through arbitration.

13) This agreement is not intended to invade employees' privacy but to affirm that both employees have received and agree to comply with all relevant policies.

We, the undersigned employees, have an existing relationship covered under Section C of this policy, and voluntarily declares our relationship, by:

☐ Affinity

☐ Consanguinity

☐ Same Household

Describe Relationship: _____

(1)

_____ Employee Name	_____ Department	_____ Title
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_____ Signature	_____ Date
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(2)

_____ Employee Name	_____ Department	_____ Title
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_____ Signature	_____ Date
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Human Resources Department

_____ Received Signature	_____ Date
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