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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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**I. Roll Call**

**II. Consideration of Previous Minutes**

1. Work Session 06/02/2026
2. Regular Council Meeting 06/02/2026
3. Committee of the Whole 06/02/2026

**III. Unfinished Business**

**Miscellaneous**

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

1. Discuss ARSEA/APEAL longevity bonus for City of Orange Beach retirees. (RE)

**Resolutions**

1. Resolution adopting a revised Personnel Policy Manual for the City of Orange Beach. (MB)
2. Resolution authorizing the execution of an agreement for laboratory services with Foley Hospital Company, LLC, dba South Baldwin Regional Medical Center. (MB)
3. Resolution authorizing the execution of a service agreement for leadership training for the Police Department with Offset Consulting LLC in an amount not to exceed \$14,000. (TJ)
4. Resolution authorizing execution of a grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)

5. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool Support Building at the Aquatics Center in an amount not to exceed \$5,570. (NA)
6. Resolution awarding the bid for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department. (PW/TR)
7. Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility. (JS/TR)
8. Resolution awarding the bid for a Work Skiff for the Coastal Resources Department. (PW/TR)
9. Resolution accepting a proposal for Professional Architectural, Design and Engineering Services for a Safe Room Facility for First Responders. (NW/TR)

#### **Public Hearings**

1. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0704-PUDA-26, AC Hotel by Marriott Orange Beach PUD Modification - Parking Layout Amendment. (Suggested date 7/21/2026) (GP)
2. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0705-PUDA-26, Lost Bay Townhouses PUD Modification - Perimeter Landscaping Amendment. (Suggested date 7/7/2026) (GP)

#### **Ordinances**

1. Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit on certain streets within the Lauder Place Subdivision. (AR/JL)

#### **V. Public Comments**

#### **VI. Adjourn**

**MINUTES OF  
ORANGE BEACH CITY COUNCIL  
WORK SESSION  
JUNE 2, 2026 – 11:00 A.M.  
CITY HALL – SOUTH CONFERENCE ROOM**

The Orange Beach City Council met on June 2, 2026, at 11:01 A.M.

The following members were present:

Councilmember Robert Stuart  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson

The following members were absent:

Councilmember Jeff Silvers  
Councilmember Jerry Johnson  
Mayor Kennon

A quorum was not present, but the City Attorney clarified that the meeting could proceed for informational and discussion purposes with no actions taken.

The following items were discussed:

1. Request for a covered bus stop at the Orange Beach Elementary School.
2. Personnel Policy review. Michelle Bugos, HR Director, answered Council's questions regarding the drafted policy. A finalized policy will be brought to City Council for formal adoption.

There being no further business, the meeting adjourned.

Time: 12:40 P.M.

**APPROVED** this 7<sup>th</sup> day of July, 2026.

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Renee Eberly  
City Clerk

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
JUNE 2, 2026 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 4:59 P.M.
- II. INVOCATION** Pastor Brandon Moore, Cornerstone Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

Absent: Councilmember Jeff Silvers

**V. CONSIDERATION OF AGENDA**

**Motion made (Stuart/Johnson) to approve the agenda as written.** Vote unanimous in favor.  
**Motion passed.**

**VI. CONSIDERATION OF PREVIOUS MINUTES**

Work Session	05/05/2026
Regular Council Meeting	05/06/2026
Committee of the Whole	05/06/2026

The reading was waived and minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

- 1. City Administrator – Ford Handley No report.
- 2. Director, Public Works – Tim Tucker No report.
- 3. Director, Community Development – Adam Roberson No report.
- 4. Chief, Police Department – Trent Johnson No report.
- 5. Chief, Fire Department – Jeff Smith No report.
- 6. City Clerk – Renee Eberly No report.
- 7. Director, Finance – Ford Handley No report.
- 8. Director, Parks & Recreation – Nicole Ard No report.
- 9. Director, Utilities – Rob Stalcup No report.
- 10. Director, Coastal Resources – Phillip West No report.
- 11. Librarian, Public Library – Meagan Bing No report.
- 12. Director, Municipal Court – Pam Davis No report.
- 13. Director, Expect Excellence – Ford Handley No report.
- 14. Mayor/Council

Councilmember Harrelson made a personal statement regarding the recent social media frenzy around an accusation made by Escambia County Sheriff Chip Simmons towards the Orange Beach

Police Department for transporting a homeless individual to the Waterfront Rescue Mission shelter located in Pensacola, Florida. Councilmember Harrelson stated that councilmembers have reviewed the police bodycam footage related to the incident, and support the accuracy of City Administrator Ford Handley's press release. She further elaborated that, based on legal counsel, current litigation restricts the City Council's ability to change current city policies prohibiting the public release of bodycam footage, but that she supports reevaluation of the bodycam footage release policy once litigation is concluded. She praised all first responders for their service to their respective communities. Councilmember Robertson and Councilmember Stuart also confirmed that they had viewed the referenced police bodycam footage, and agreed that the Orange Beach Police Officer behaved both professionally and appropriately.

Councilmember Robertson brought up his concerns about the submerged jetty wall at the Perdido Pass, and stated that the City is still trying to work with State agencies to provide better signage around the area.

Councilmember Stuart praised first responders for their actions over Memorial Day weekend in responding to serious car wrecks and performing numerous beach rescues.

Mayor Kennon also spoke in support of the Orange Beach Police Department, and reaffirmed that the officer acted compassionately in the incident referenced by Councilmember Harrelson.

## VIII. AUDITING OF ACCOUNTS

**Motion made (Harrelson/Robertson) to certify that cash requirements with no related interests are within budget and appropriate for payment.** Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).**

**Motion made (Harrelson/Robertson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment.** Vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).**

## IX. PRESENTATIONS

## X. RECOGNITIONS

## XI. UNFINISHED BUSINESS

### Ordinances

1. Second Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0411-PUD-25, The Wharf Landing Residential District PUD. **Motion made (Stuart/Johnson) to adopt the ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).**

## XII. NEW BUSINESS

### Miscellaneous

1. Approval of a Restaurant Retail Liquor License Application by Pedros Orange LLC for Pedro's Tacos and Tequila Bar at 25775 Perdido Beach Boulevard, Suites B, C, & D. **Motion made (Stuart/Harrelson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. Approval of a Special Events Retail Liquor License Application by Wharf Restaurant Group LLC for the "Howard Technology Solutions" event to be held on July 19, 2026, at the Orange Beach Event Center, 4671 Wharf Parkway West. **Motion made (Harrelson/Robertson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

### Resolutions

1. Resolution reappointing Russ Hart and Jon Townsend to the Construction Board of Adjustment and Appeals. **Motion made (Johnson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

2. Resolution authorizing execution of a grant award agreement with the United States Department of Transportation's Federal Highway Administration for the Safety Action Plan Project in the amount of \$200,000. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution authorizing execution of a grant award agreement with the Alabama USA Semiquincentennial Commission for an Independence Day Street Party in the amount of \$2,500. **Motion made (Johnson/Stuart) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide design services for an Events Pavilion at the Coastal Arts Center in an amount not to exceed \$12,800. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
5. Resolution accepting a negotiated price for Barricade Trailers from Port City Trailers, Inc., in the amount of \$24,944. **Motion made (Stuart/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

### **Public Hearings**

1. Public hearing for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-26, Moondance PUD, Boat Slips.

Griffin Powell, City Planner, presented the request for approval of a Minor Modification to the Moondance PUD (Planned Unit Development) Master Plan permit 16 finger piers (boat slips) on the existing common pier in the Moondance Subdivision.

Councilmember Stuart confirmed that there is no increase in the project's density, and that the only change is in adding finger piers.

Mayor Kennon asked if the addition would result in a slip for every lot. Griffin responded that there will be fewer boat slips than lots. Owners will be given an option to purchase a slip, and it is anticipated that the 16 boat slips supplied will be sufficient to meet demand.

Brandon Gibbs, neighboring resident, spoke in opposition to the request.

Councilmembers Stuart and Robertson stated that both were on the Planning Commission at the time of the original PUD submission, and were surprised that this feature was not requested by the original owner. Mayor Kennon added that had the feature been requested from the start, it probably would have been approved for a property of this size.

Mark Keel, current developer, confirmed that there will be no rentals allowed, and boat slips will be assigned to deeds. He stated that the bylaws can be changed to formalize this stipulation. He added that the finger piers remedy messy tie ups on the current pier by giving designated spots to owners.

There being no further comments, the public hearing adjourned.

### **Ordinances**

1. First Reading – Ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0408-PUDA-26, Moondance PUD, Boat Slips. **Motion made (Harrelson/Robertson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Harrelson/Robertson) to adopt the ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).**

2. First Reading – Ordinance amending Chapter 30, Article III of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Noise". **Motion made (Stuart/Robertson) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).** **Motion made (Harrelson/Robertson) to adopt the ordinance.** Roll call vote revealed: Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0).**

**XIII. PUBLIC COMMENTS**

None

**XIV. ADJOURN**

**There being no further business to come before the council, motion made (Stuart/Robertson) to adjourn.** Vote unanimous in favor.

Time: 5:20 P.M.

**APPROVED** this the 7<sup>th</sup> day of July, 2026.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
JUNE 2, 2026 – 5:23 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the June 16, 2026, agenda.

The following members were present:

Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

The following members were absent:

Councilmember Jeff Silvers

The following items were discussed:

1. Discuss silent auction donation request for the 2026 Alabama Governor's Conference on Tourism. Desiree Hodge, Art Center Director, specified that the request is for \$100 to go towards student scholarships related to hospitality and tourism. Mayor Kennon asked Jamie Logan, City Attorney, to verify the legality of the city making such a donation.
2. Resolution authorizing the purchase of a Dispatch Radio Console for the Police Department through State Bid from Motorola Solutions, Inc., in the amount of \$39,007.20.
3. Resolution authorizing the purchase of Office Furniture for the Fire Department through State Bid from McAleer's Office Furniture Company, Inc., in the amount of \$59,108.96.
4. Resolution authorizing submittal of a FY2025 Assistance to Firefighters Grant Application for the purchase of SCBA Units.
5. Resolution amending the Fee Schedule fo the Coastal Arts Center of Orange Beach.
6. Resolution authorizing the execution of a use agreement with Blue Marlin Grand Championship, LLC, for safety barricades during the 2026 Blue Marlin Grand Championship event.
7. Resolution authorizing the execution of a task order with Sawgrass Consulting, LLC, to provide professional services for Orange Beach Recreation Complex Improvements in an amount not to exceed \$170,600.
8. Resolution authorizing execution of Change Order No. 2 with Roy Lewis Construction Corporation for drainage improvements adjacent to the Fire Training Center in an amount not to exceed \$15,983.63.
9. Resolution authorizing execution of a task order with GeoCon Engineering and Materials Testing, Inc., to provide a preliminary soil study for Kids Park Playground Shade Structures in an amount not to exceed \$2,500.
10. Reminder: Public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0503-PUD-26, Bubba's Seaside Mini Golf PUD on June 16, 2026.
11. Reschedule public hearing and first reading for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0403-PUD-26, Pirates Voyage PUD from June 16, 2026, to July 21, 2026. Third and final deferral by applicant. Public hearing rescheduled to July 21, 2026.

Public Comments:

1. Jeff Smith, Fire Chief, informed City Council that a SAFER (Staffing for Adequate Fire and Emergency Response) grant request will be added to the next council meeting agenda to staff another fire emergency response apparatus.
2. Ford Handley, City Administrator, recognized employees David Dale and Brenda Langston for being back-to-back recipients of the Island Spirit Award.
3. Barbara Burns, resident, shared her concerns about the negative impacts to ingress and egress to and from the Beaver Creek Subdivision stemming from new southbound state bridge traffic. Mayor, Council, and City Staff discussed various possibilities and promised continued requests to ALDOT for a solution. Yo Johnson, resident, recommended reaching out to the regional TPO (Transportation Planning Organization).
4. Gayle Dauphin, Beaver Creek resident, spoke in favor of a traffic signal at the entrance to the Beaver Creek Subdivision. Mayor Kennon expressed understanding, but explained that ALDOT has made it clear that a traffic light at that location is unlikely due to their rules and regulations on traffic flow. Councilmember Robertson suggested a temporary sign with a caution message.
5. Darrel Volesky, Tarpon Lane resident, also voiced his concerns about the hazardous traffic area.
6. Mayor Kennon recognized Adilyn-Mae and Hazlee Bailey, Miss Military Stars.
7. Randall Rickard, 26881 2<sup>nd</sup> Street, shared his concerns regarding the golf cart rental industry in Orange Beach. His request for a residential business license was denied by City Council in 2025, and was told at the time that City Council would be making some changes to the Golf Cart Rental Ordinance, but no changes have been made. Mr. Rickard spoke against out-of-town golf cart rentals and potential creation of local monopoly. Ford Handley, City Administrator, explained that City Council is still reviewing possible changes to the Golf Cart Rental Ordinance. Councilmember Stuart confirmed that City Council has discussed the topic multiple times, still plan to make changes, and also intend on addressing the use of e-bikes. Mayor Kennon gave his opinion against operating commercial rentals in residential neighborhoods. Councilmember Harrelson shared that she does not believe in governmental monopolies, but that there is a real concern regarding the number of rental golf carts, and is trying to find a middle ground. Councilmember Robertson agreed that out-of-town rentals should not be in Orange Beach, and that fewer golf carts is better, but that he is trying to be fair.
8. Darrel Volesky, resident, spoke about issues with unregistered street vehicles.
9. John McCabe, Bay Drive resident, thanked Mayor and Council for their past support of the Coastal Alabama Senior Softball League. He shared that the money raised by last year's tournament went towards supporting the K-9 Trials held this past February in Orange Beach.
10. Councilmember Jerry Johnson announced his resignation from City Council in order to provide more support to his ailing 14-year-old grandson, who is battling serious medical issues. He spoke of his love for the City, and encouraged residents to appreciate Orange Beach for being a statewide success story. Mayor Kennon praised Jerry and Yo Johnson for their steadiness over the years. Councilmembers Robertson, Harrelson, and Stuart each added their commendations.
11. Wade Fillmore, Sailfish Lane resident, Lauder Place POA President, requested that the City lower the speed limit in the Lauder Place neighborhood from 25 to 15 MPH for safety reasons. He explained that the POA voted unanimously for bringing this request to the City Council. Jamie Logan, City Attorney, responded that the City will review the request.
12. Darrel Volesky, Lauder Place resident, spoke in opposition to lowering the speed limit, and stated that the issue is children at play on fast e-bikes. He also disputed the authority of POAs (Property Owners Associations) versus HOAs (Homeowners Associations). Mayor and Council explained that formal requests from resident associations have generally held weight in the past.

13. Kim Ard, 6205 Yellowfin Street in the Lauder Place neighborhood, spoke in favor of lowering the speed limit to protect neighborhood children.
14. Albert Jackson, 5811 Monterey Avenue, Pensacola, Florida, spurred by recent social media activity, shared an incident he had witnessed in October where an Escambia County Deputy picked up a homeless individual on the Florida side and dropped off the individual at the Flora-Bama towards the Alabama State line. He encouraged compassion for the homeless from all.
15. Ginger Harrelson recognized State Representative Frances Holk-Jones for her attendance.

There being no further business, the meeting adjourned.

Time: 6:27 P.M.

**APPROVED** this 7<sup>th</sup> day of July, 2026.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss ARSEA/APEAL longevity bonus for City of Orange Beach retirees. (RE)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Unbudgeted, \$25,394

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**ATTACHMENTS:**

1. 2026.05.28 Letter from ARSEA APEAL - Retiree Bonus



ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE  
450 SOUTH UNION STREET | MONTGOMERY, AL 36104 | 334.834.9116 | 800.844.7732 | WWW.ARSEA.ORG

May 28, 2026

Renee Eberly, Clerk  
City of Orange Beach  
PO Box 458  
Orange Beach, AL 36561-0458

Dear Renee:

The recent passage of ARSEA/APEAL's retiree longevity bonus legislation (Act 2026-608) provides approximately 800 cities, counties, and public boards that participate in the RSA's Employees' Retirement System the opportunity to award one-time longevity bonuses to their retirees. The estimated cost to fund the bonus for the City of Orange Beach retiree(s) is \$25,394.00.

The formula used to calculate the amount of the bonus is \$1.00 per month/\$12.00 per year multiplied by the years of creditable service. For example, a retiree with 25 years of service would receive \$300 ( $\$12 \times 25 \text{ years} = \$300$ ).

By providing the bonus this year, you can have a meaningful financial impact on the lives of your retirees. Living on a fixed income is difficult even in the best of times, but rising prices on needs as simple as groceries, prescription medication and gasoline make the struggle that much harder.

To grant the bonus, you must adopt and submit a resolution to RSA by August 31, 2026. The cost to fund the bonus can be paid in a lump-sum or added to the monthly rate paid to RSA over a one-year period from October 1, 2027 – September 30, 2028. The bonus will be distributed to eligible retirees (retired prior to October 1, 2025) in October 2026.

ARSEA/APEAL stands ready to provide you with any necessary assistance. Please contact us at 334-834-9116 or [retire@arsea.org](mailto:retire@arsea.org) with any questions you or your staff may have.

Take advantage of this opportunity to thank those who devoted years of loyal service to your community.

Sincerely,

A handwritten signature in cursive script that reads "Lindsey Ward".

Lindsey Ward  
Executive Director

Enclosure

**MODEL RESOLUTION--ACT 2026-608**  
(Local Unit Retirees and Beneficiaries of Deceased Retirees)

**Be it resolved that the \_\_\_\_\_ (Name of Agency),  
through its governing authority, elects to come under the provisions of  
Section 2 of Act 608 of the Regular Session of the 2026 Legislature.**

**The \_\_\_\_\_ (Name of Agency) agrees to provide  
all funds necessary to the Employees' Retirement System to cover the  
cost of the one-time lump sum payment as provided for by this Act for  
those eligible retirees and beneficiaries of deceased retirees of  
\_\_\_\_\_ (Name of Agency) with the  
aforementioned lump sum payment being paid in October 2026.**

**CERTIFICATION**

**I, \_\_\_\_\_ (Name, Official Title, Name of Agency), hereby certify that  
the foregoing is a true and correct copy of the Resolution passed  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Official Title**



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution adopting a revised Personnel Policy Manual for the City of Orange Beach. (MB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 07-07-26 26-xxx Adopt Personnel Policy Manual
2. City of Orange Beach Personnel Policy Manual DRAFT
3. Memo 2026.06.03 - HR Personnel Policy Manual

**RESOLUTION NO. 26-xxx**

**A RESOLUTION ADOPTING A REVISED PERSONNEL POLICY MANUAL  
FOR THE CITY OF ORANGE BEACH**

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FINDINGS:

1. The City of Orange Beach is an Alabama Class 8 Municipality that is authorized by Section 11-45-1 of the Code of Alabama, 1975, to adopt ordinances and resolutions that protect and promote the public welfare and prosperity of its inhabitants;
2. Personnel policies serve the public interest and may be adopted and amended at the discretion of the City Council, subject and subordinate only to applicable federal and state laws and rules, and local ordinances.
3. The City's existing policies and procedures are in need of updating.
4. The City's Director of Human Resources recommends the adoption of a revised Personnel Policy Manual (attached Exhibit A).
5. The City Council has determined that the new Personnel Policy Manual serves the public interest and ensures consistent administration of City personnel, but does not create any contract, either express or implied.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Personnel Policy Manual, attached hereto, is hereby adopted; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 7, 2026.

\_\_\_\_\_  
City Clerk

# PERSONNEL POLICY MANUAL



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## **Section 00: Definitions and Policy Manual Scope**

## Section 1: Introduction and General Information

DRAFT

## Section 01.01 ■ Introduction and General Information

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

The City of Orange Beach (“City”) Personnel Policy Manual is a document that details aspects of City policies.

The Mayor, with assistance from the City Administrator and Executive Director - Human Resources are responsible for developing policies governing the day to day operations of the City. Information contained in the Personnel Policy Manual, including departmental Policies and Procedures, is subject to change.

The policies contained in this Manual are designed to be consistent with applicable federal and state laws and regulations, and the mission, purposes, and objectives of the City of Orange Beach.

This manual, approved by Council, establishes personnel policies of the City of Orange Beach. Procedures for implementation of the policies are to be created and established by the City Administrator with approval from the City Attorney and Executive Director of Human Resources. The “Procedures for implementation of the Personnel Policies” shall be referred to as “Appendix A” to the Personnel Policy Manual and may be modified without Council approval.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 01.01.01 Welcome

The City of Orange Beach is a Class 8 Alabama municipal corporation, incorporated on August 1, 1984. Legislative authorities are vested in the City Council, which is comprised of the Mayor and five council members. The City Council is responsible, among other things, for passing ordinances and resolutions, making public policy decisions, adopting the budget, appointing boards, commissions and committees, approving contracts, authorizing real estate transactions, awarding bids, selling property, and appointing officials. The Mayor and Council Members are elected and serve four-year terms. The position of Mayor is an elected position.

#### 01.01.02 Disclaimer(s)

The Personnel Policy Manual is intended to provide employees with information about employment. Reading and understanding all provisions in this Manual is a necessary part of employment.

A single Manual cannot cover all aspects of employment. There may be occasions when the application of guidelines is not appropriate. Managers have the discretion to handle specific situations in a manner that best serves the interests of the City.

This Manual remains the property of the City of Orange Beach and supersedes any and all previous employment policies, written or oral, express or implied, except as specifically incorporated herein.

#### **01.01.03 Mission Statement**

"The City of Orange Beach strives to enhance and protect the economic, educational, social and environmental qualities of our city by providing the appropriate and expected municipal services that enrich the quality of life for our residents and guests."

#### **01.01.04 Not a Binding Contract**

This Manual is not a binding contract between the City and its employees, nor should it be construed as creating a contract of employment or any guarantee of any specific compensation or for employment of any specific duration, nor is it intended to alter the at-will employment relationship between the City and its employees.

#### **01.01.05 Policy Development**

Policies must be in compliance with federal, state, and local laws and appropriate judicial directions.

Archived Policies and Procedures are maintained in the Human Resources Department.

#### **01.01.06 Right to Amend the Personnel Policy Manual**

The City of Orange Beach reserves the right to amend, modify, rescind, delete, or add to the provisions of this Manual from time to time in its sole and absolute discretion. This Manual will be reviewed by the City leadership and updated as needed to ensure compliance with state and federal laws regarding employment, as well as to reflect revisions in City policies, procedures, services, and benefits applicable to covered employees. Any changes to the Personnel Policy Manual must be approved by the City Council by resolution.

#### **01.01.07 Reference Materials**

The Manual is intended to be the central document for policies, procedures, and resources. References within the Manual connect directly to the following documents:

- Departmental Policies and Procedures and/or Handbooks
- Forms
- Websites or other related resources

For this reason, it is best practice to use the Manual in its electronic form to utilize the hyperlink references within the document since that information is expressly incorporated into and made a part of this document.

All other policies, including individual department policies and procedures and City wide policies issued by the Mayor or City Administrator, are not included in this Manual but should be consulted as applicable. These policies are maintained in a centralized locations accessible to relevant personnel.

### **Additional Provisions and/or Information**

There are no additional provisions and/or information applicable to this policy.

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# Section 01.02 ■ Amendments to the Personnel Policy Manual

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

## Policy and Purpose

It is the policy of the City of Orange Beach to regularly address necessary amendments to the Personnel Policy Manual upon recommendation of the Mayor, Department Executive Directors, or City Officials. All amendments must be reviewed by the Executive Director - Human Resources and approved by City Council.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 01.02.01 Policy Review Committee

A Policy Review Committee will review the City's Personnel Policy Manual on a regular basis. The Policy Review Committee consists of the following:

- City Administrator
- City Attorney
- City Clerk
- Executive Director - Human Resources
- Fire Chief
- Police Chief
- City Council Member

**NOTE:** Other subject matter experts may serve on the committee on an ad hoc basis.

### 01.02.02 Policy Amendments

1. **Policy Amendment Approvals:** All amendments to the Personnel Policy Manual must be approved by City Council using the procedures referenced in Appendix A.

### 01.02.03 Policy Amendments Procedure(s)

Refer to Appendix A: Section 01.

## Additional Provisions and/or Information

There are no additional provisions and/or information applicable to this policy.

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## Section 01.03 ■ General Employee Resources and Information

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach for the Human Resources Department to maintain all employee contact information in a private and protected manner. Further it is the policy of the City of Orange Beach to ensure that all of its employees have access to resources to ensure a positive and productive work environment.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 01.03.01 Change of Address, Name, or Educational Degree/Credential

Employees are required to promptly notify the Human Resources Department and their Manager/Supervisor if any change occurs in the employee's address, name, marital status, telephone number, etc. In addition, if a new degree or any other credential is earned after being hired, it is the employee's responsibility to notify the Human Resources Department.

#### 01.03.02 Facilities Services

Facilities Services consist of custodial, maintenance, grounds, vehicle maintenance, and facility planning and design. Email [WorkOrder@OrangeBeachAL.gov](mailto:WorkOrder@OrangeBeachAL.gov) for assistance.

#### 01.03.03 Human Resources

The Human Resources Department is available to answer questions regarding current vacancies, employment procedures, and other personnel-related matters. Contact the Human Resources Department at [HR@OrangeBeachAL.gov](mailto:HR@OrangeBeachAL.gov).

#### 01.03.04 Employee ID Badges

Upon hire, all employees receive an Identification (ID) Badge. The purpose of the employee ID badge is to serve as the identification badge to verify the wearer is a legitimate City of Orange Beach employee. Some ID badges serve as access into authorized spaces within City facilities.

Employees are encouraged to wear the ID Badge during work hours. Employees should not loan or give the badge to anyone else.

Employees must immediately report any lost or stolen ID Badges to the Human Resources Department at [HR@OrangeBeachAL.gov](mailto:HR@OrangeBeachAL.gov).

#### **01.03.05 Appendix A: Obtaining An ID Badge Procedure(s)**

Refer to Appendix A: Section 01.

#### **01.03.06 City Owned Vehicles**

Refer to the City Vehicle and Vessel Policy.

Refer to the Travel and Travel Related Expenditures Policy.

#### **01.03.07 Facility Keys**

Employees are issued keys based upon department and position. Employees must immediately report all lost keys to the City Clerk. Failure to appropriately safeguard City keys may result in disciplinary action, depending on the severity of the situation. The City Clerk shall maintain copies of all City keys.

#### **01.03.08 Departmental Mail Services**

An internal mailbox is provided at City Hall for each department.

#### **01.03.09 Receipt of Personal Mail or Packages**

Employees are not allowed to use City facilities, personnel, and/or City mail addresses to receive personal mail.

EXCEPTION: Employees residing on City property as part of his/her official position may receive personal mail delivery at the residence or other authorized location.

#### **01.03.10 Payroll Questions**

Earnings statements for each pay period are available electronically through email. Questions regarding paychecks, including any adjustments or changes, should be referred to the Payroll Department at [Payroll@OrangeBeachAL.gov](mailto:Payroll@OrangeBeachAL.gov).

#### **01.03.11 Purchasing Guidelines**

Refer to the Purchasing Policy for additional information.

#### **01.03.12 Travel Expenses and Mileage Reimbursement**

Refer to the Travel and Travel Related Expenditures Policy for additional information.

### **01.03.13 Directory and Contact Information**

Departmental contact information is available on the City's website at <https://www.orangebeachal.gov/31/Departments>.

### **01.03.14 Standard Hours of Operation**

The standard business hours of the City Administrative Offices are 8:00 a.m. to 5:00 p.m. Monday through Friday.

Refer to the individual Departmental Policies for information about work hours for individual departments.

### **01.03.15 Personal Property**

The City of Orange Beach does not insure against theft or loss of personal property and is not responsible for the same. Valuables should be secured, and office doors locked when an office is unoccupied. If valuables are lost, contact Orange Beach Police.

### **01.03.16 Employee Advisory Committee (EAC)**

The Employee Advisory Committee (EAC), comprised of employees in various departments, plans and coordinates employee recognition and training awards and events.

### **01.03.17 City Credit Cards**

Use of City credit cards is limited to purchases authorized under the provisions of the City Purchasing Manual or purchases/fees otherwise allowed pursuant to this Manual. City credit cards shall not be used for personal items/services under any circumstances. Violations of this policy shall be grounds for disciplinary action up to and including separation from employment.

## **Additional Provisions and/or Information**

There are no additional provisions and/or information applicable to this policy.

# Section 01.04 ■ Personal Recording of Communications

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

## Policy and Purpose

It is the policy of the City of Orange Beach that, with the exceptions specified below, no oral or video conversation or other oral or video statement by any employee, contractor, vendor, or visitor of the City will be recorded by any other employee, contractor, vendor, or visitor on any property of the City of Orange Beach or while conducting official business of the City of Orange Beach, unless the person whose statement(s) is/are being recorded gives consent to the recording of the statement(s).

This policy will apply to all oral statements made or received on City property whether made in person, by telephone, electronic media, or otherwise. Consent may be withdrawn at any time by the person making the statement(s), in which case any further recording is prohibited.

Voluntarily leaving voice mail messages or other recorded messages will be considered to have been made with consent for the recording of the message.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 01.04.01 Exceptions

The following shall be exceptions to the above prohibition: (1) the recording of public events, training, classes, speeches, etc., (2) situations in which an authorized City investigation is being conducted by a City official, (3) legal proceedings under direction of the City Attorney or their designee, and (4) body worn camera recordings created in the line of duty and/or for official purposes by a City officer or employee authorized to wear and capture video/audio via body worn camera.

Employees acting in violation of this policy to obtain evidence of criminal activity or any violations of State or Federal law shall not be subject to discipline in the event such suspected criminal activity or violations of State or Federal law as well as violations of this policy are promptly reported.

City of Orange Beach employees are expected to fully comply with all applicable federal and state statutes relating to the intercepting or recording of private conversations.

#### **01.04.02 Failure to Comply**

Failure to comply with this policy may result in disciplinary action up to separation from employment.

### **Additional Provisions and/or Information**

Refer to Employee Grievances Policy.

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**Section 2: Compliance with Federal and State Law**

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## Section 02.01 ■ Americans with Disabilities Act (ADA)

Original Approval: **DATE**  
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Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to comply with the Americans with Disabilities Act (ADA) of 1990, the Rehabilitation Act of 1973 (Section 504), which provides federal civil rights protection to people who are considered disabled.

The City will not discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment. As required by law, the City reasonably accommodates qualified individuals with disabilities.

Refer to the Pregnant Workers Fairness Act (PWFA) and the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act) Policy.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 02.01.01 Providing Services for Employees with Disabilities

Services and reasonable accommodations are provided pursuant to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Any requests for accommodation should be directed to the Human Resources Department. The City reserves the right to seek advice from third party experts.

All employees and applicants for employment must meet the qualifications listed in the job descriptions. The City of Orange Beach will not unreasonably reduce qualifications, physical requirements, or working environment necessary to perform the essential functions of the position.

Providing reasonable accommodation for employees with disabilities requires an individual assessment of need. Specific accommodation depends upon the nature and requirements of a particular work-related activity and the skills and functional abilities of a particular employee.

#### 02.01.02 Criteria for Disability Documentation

The Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act of 1990 state that qualified employees with disabilities are entitled to reasonable accommodations. It is the employee's responsibility to provide appropriate documentation to the Human Resources Department who are responsible for handling the request. It is also the employee's responsibility to request accommodation. Appropriate documentation is defined as that which meets the following criteria, including recommendations to address each functional limitation. A letter or report from treating physicians or other licensed professional (when required), including:

- A request for accommodation(s).
- A clearly stated diagnosis.
- Defined levels of functioning and any limitations.
- Current treatment and medication plan (if applicable).
- Current letter/report (within 1 year) dated and signed.
- Recommendations to address functional limitations.
- Any additional documentation as required to properly and fully assess the requested accommodation(s).

### **02.01.03 Requesting Accommodations Under the ADA Procedure(s)**

Refer to Appendix A: Section 02.

### **Additional Provisions and/or Information**

Refer to the Employee Grievances Policy.

Refer to the Pregnant Workers Fairness Act (PWFA) and the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act) Policy.

## Section 02.02 ■ Drug Free Workplace

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

The illegal use of drugs is a national problem that seriously affects every American. Drug abuse not only affects individual users and their families but also presents new dangers for the workplace. Practical experience and research have proven even small quantities of narcotics, abused prescription drugs, or alcohol can impair judgment and reflexes. Though not readily apparent, this impairment can have serious and costly results, particularly for employees operating vehicles or potentially dangerous equipment, or for employees who are making important decisions, or handling sensitive information or valuables.

The City is committed to providing a safe work environment and to fostering the well-being and health of its employees and the general public. That commitment is jeopardized when any City employee illegally uses drugs, abuses prescription drugs, or uses alcohol on the job; comes to work under the influence; or possesses, distributes, or sells drugs in the workplace. For these reasons the City has implemented an Alabama Drug- Free Workplace Policy. Adherence with this policy is a condition of employment at the City, and all employees, final applicants, and contractor employees working on the property of the City will be required to execute the applicable consent forms. An employee whose conduct violates this policy will be subject to discipline, up to and including dismissal from employment. This policy is not contractual in any nature.

Copies of this Policy will be available to all employees and applicants for inspection, and employees will participate in a semiannual education program of one hour (additional two hours for supervisors annually) on substance abuse and our policies on substance abuse (required per *AL Code 25-5-337*). All announcements for job positions to be filled will include notice of the testing policy, and copies of the Policy Statement will be kept in the office of the contact person for the City and made available during regular business hours for review by all prospective job applicants or current employees. Continuing notice of this policy is posted in the office of the contact person.

Employees of the City whose duties are regulated by or subject to drug and alcohol testing regulations will comply with such regulatory requirements. Accordingly, certain regulatory requirements may result in different or conflicting drug and alcohol testing requirements to which the City must abide. If there is a conflict the regulations shall prevail.

The City has developed its drug-free workplace policy in substantial compliance with The Alabama Drug-Free Workplace Act of 1995, Ala. Code §§ 25-5-330 et seq. with three basic objectives in mind:

1. Employees deserve a work environment that is free from the effects of drugs and the problems associated with their use;
2. To maintain a healthy and safe workplace; and

3. Reduce the risk of property damage or injury to the general public, co-workers or employees.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

As used in this policy, terms referred to shall have the definitions established by Ala. Code §§ 25-5-330 et seq and when not defined, shall be defined as follows:

*Accident:* Any mishap or occurrence resulting in injury to people, product, or equipment, which results in loss of work time or necessitates to an employee, or other person, medical attention or assistance in excess of simple first aid procedures, or any injury that results in a workers' compensation injury, or damage to property in excess of \$200.00.

*Alcohol:* Spirits or wine, ethyl alcohol, hydrated oxide of ethyl, from whatever source or by whatever process produced.

*Alcohol Concentration (or Breath Alcohol Concentration):* The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath, as indicated by a breath test required by City of Orange Beach, Alabama Drug-Free Workplace Policy Statement.

*Applicant or Final Applicant:* A person who has applied for a safety-sensitive position with the City and has been offered employment conditioned upon successfully passing a substance abuse screen or test. A final applicant may begin work pending the results of substance abuse screening or testing if the employer elects to do so.

*Contact Person:* Employee authorized to accept screening and testing results and administer the City Drug and Alcohol Testing program. The contact person shall designate the MRO and the Laboratory.

*Confirmation Test or Confirmed Test:* A second analytical procedure used to identify the presence of a specific drug in a specimen. The confirmation test shall be different in scientific principle from that of the initial test procedure. The confirmation method shall be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

*Controlled Substance:* Has the meaning assigned by 21 U.S.C. 55.802, including substances listed on Schedules I through V as they may be revised from time to time.

*Department of Health and Human Services ("DHHS"):* Federal administrative body which oversees, among other things, the certification of drug and alcohol testing laboratories and technicians, and research in connection with drug use and alcohol abuse in the workplace; current successor to the National Institute for Drug Abuse (NIDA).

*Designer Drugs:* Examples (K/2, Spice, Molly, Bath Salts, Party Pills, Purple Drink, Black Mambo, Ready Dawn).

*Drug:* Includes but is not limited to: Amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, or propoxyphene.

*Drug-Free Workplace Policy Statement:* This document, as set out in writing, maintained, and followed by the City, that conforms to the testing procedures specified in 49 C.F.R. Part 40, or otherwise reliable standards.

*Effective Date:* This Alabama Drug-Free Workplace Policy Statement of the City is effective as of August 21, 2001 and as revised.

*Employee:* Any person who works for salary, wages, or other remuneration for City of Orange Beach, Alabama.

*Employee Assistance Program (EAP):* An EAP is an employer-sponsored service providing a variety of support programs to eligible employees concerning work-related difficulties, as well as problems originating outside the workplace when such troubles affect work attendance or on-the-job performance.

*Employer:* City of Orange Beach, Alabama.

*Initial Screen:* An analytical procedure performed at the worksite or offsite by a collector, using a simple kit to screen saliva or urine for the possible presence of drugs or alcohol. An initial screening result is either negative, or "non-negative". All initial screening kits shall use an immunoassay procedure or an equivalent procedure, or shall use a more scientifically-accepted method approved by NIDA/SAMHSA/DHHS, as more accurate technology becomes available in a cost-effective form. Employees who demonstrate "non-negative" screening results may be referred for confirmatory testing by a certified lab; applicants may choose to have a confirmatory test done by a certified lab of the employer's choice at the applicant's expense. The City may, at its own cost and discretion, refer negative screening results to a certified lab for confirmatory testing. Applicants will be reimbursed if they pass the drug test.

*Laboratory ("Lab"):* A laboratory certified for drug testing by the Department of Health and Human Services (DHHS), according to standards published in the DOT regulations 49 C.F.R. Part 40: Procedures for Workplace Drug Testing Programs, Final Rule; or a laboratory approved by the College of American Pathologists; and which meets the testing and collection standards set forth in Code of Alabama, §25-5-335, et seq.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy), certified by either the American College of Occupational and Environmental Medicine or The American Association of Medical Review Officers, responsible for receiving laboratory results generated by an employer's drug-testing program. The MRO shall have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history, and other relevant biomedical information. The MRO shall be responsible for compliance with the applicable statutory and regulatory requirements.

*On-Call Employee:* An employee who has been called or notified by telephone or beeper/pager to report to a specified location and perform his/her work duties. The employee is considered on duty and subject to drug or alcohol testing under this policy at such time as he or she receives the call to report to work.

*Pass a Drug Test:* A drug test reported by the laboratory that the MRO finds:

1. Showed no evidence or insufficient evidence of a prohibited drug; OR
2. Showed evidence of a prohibited drug but there was a legitimate medical explanation for the result; OR
3. Was scientifically insufficient to warrant further action.

*Non-Prescription Medication:* A drug or medication authorized pursuant to the Federal or state law for general distribution and use without a prescription in the treatment of human disease, ailments, or injuries.

*Positive Drug Test:* A drug test reported positive by the laboratory and subsequently verified after review by the Medical Review Officer (MRO) as evidence of the illegal or illicit use of a prohibited drug.

*Prescription Medication:* A drug or medication lawfully prescribed by a physician for an individual and taken by that individual in accordance with the prescription.

*Prohibited Drug:* One of the drugs authorized by the DOT to be tested for under 49 C.F.R. Part 40, and under Code of Alabama (1975) §25-5-331(4). The term "prohibited drug" includes but is not limited to: Amphetamines, Cocaine, Cannabinoids, Opiates, Phencyclidine (PCP), barbiturates, benzodiazepines, or propoxyphene, unless the substance was prescribed by a licensed medical practitioner who is familiar with the employee's medical history and assigned duties.

*Reasonable Suspicion Testing:* Substance abuse testing based on a belief that an employee is using or has used drugs or alcohol in violation of the policy of the employer drawn from specific objective and articulable facts and reasonable inferences drawn from the facts in light of experience and/or training. As enumerated on the Reasonable Suspicion Contemporaneous Observation Checklist and the Reasonable Suspicion Long-Term Observation Checklist, the facts and inferences used in this determination may be based upon, but not limited to, the following criteria:

1. Observable phenomena while at work, such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of substance abuse provided by a reliable and credible source.

4. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer.
5. Information that an employee has caused or contributed to an accident at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the premises of the employer or while operating the employer's vehicle, machinery, or equipment.

*Refuse an Alcohol Test:* A verbal or written refusal by an employee to provide a breath specimen, or to sign the breath alcohol testing form (Step 2) or otherwise to cooperate with the testing process in a way that prevents the completion of the test for an alcohol test required under this policy. Also, a written conclusion by a licensed physician acceptable to the City that the employee's apparent inability to provide an adequate amount of breath for the alcohol test was not, with a high degree of probability, caused by a medical condition that precluded the employee from providing an adequate amount of breath. Failure to report for screening or testing in one (1) hour is also a refusal to test and classified as a positive test.

*Refuse a Drug Test:* A verbal or written refusal by an employee to provide a urine specimen for a drug test or screen authorized under this policy. Also, a written conclusion by the Medical Review Officer (MRO) that the employee's apparent inability to provide a complete specimen for a drug test constitutes a refusal to provide a specimen. Failure to report for screening or testing in one (1) hour is also a refusal to test and classified as a positive test.

*Shy Bladder:* At the time of collection, for a random test or initial screening the donor is unable to provide a sufficient amount of urine to meet the lab based drug test requirements.

*Specimen:* Tissue, blood, hair, saliva, sweat, breath, urine, or other product of the human body capable of revealing the presence of drugs or of alcohol.

*Substance:* Drugs or alcohol.

*Substance Abuse Test or Test:* Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or of alcohol.

*Synthetic Drugs:* Examples (K/2, Spice, Molly, Bath Salts, Party Pills, Purple Drink, Black Mambo, Ready Dawn).

*Vehicle:* Any mode or manner of transportational mechanism, including but not limited to automobiles, trucks, forklifts, tow motors, off-road vehicles; or heavy equipment, such as bulldozers, backhoes, or cranes; or motorized mechanism otherwise used to convey people, product, or equipment.

## Section Details

### 02.02.01 Disclaimer

This policy should not be construed as contractual in any nature. It represents the City's current guidelines in dealing with a developing problem under evolving laws and facts. The

City reserves the right to alter, amend, or supplement the terms and conditions of this Alabama Drug-Free Workplace Policy Statement to accommodate changes in current state and Federal regulations, insurance requirements, testing technologies, or circumstances which impact City practices and policies or industry standards.

All provisions, forms, and attachments to this Alabama Drug-Free Workplace Policy are copyrighted materials and subject to the terms and conditions of the City's Licensing Agreement and Licensed Software Agreement with the firm of Wallace, Jordan, Ratliff & Brandt, L.L.C., and its use or distribution by the City is limited to those instances as specifically set forth in those Agreements.

### 02.02.02 Workers' Compensation

Under Alabama Law, Section 25-5-51, et seq., of the Code of Alabama (1975), **workers who are injured at the workplace or in the course of employment may be tested for drugs and alcohol and, if positive, may not be paid benefits under the Alabama Workers' Compensation Law if the injury is a result of an accident caused by drug and/or alcohol impairment.** Section 25-5-51 reads in part:

"A positive drug test conducted and evaluated pursuant to standards adopted for drug testing by the U.S. Department of Transportation (DOT) in 49 C.F.R. Part 40 shall be a conclusive presumption of impairment resulting from the use of illegal drugs. No compensation shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above after the accident after being warned in writing by the employer that such refusal would forfeit the employee's right to recover benefits under this Chapter."

Further, a positive drug test conducted and evaluated pursuant to the above provisions is evidence of willful misconduct so as to disqualify an employee from workers' compensation benefits.

### 02.02.03 Unemployment Compensation

Under Section 25-4-78, et seq., as amended, of the Code of Alabama (1975), Unemployment Compensation, provides that **no unemployment compensation will be paid to an employee dismissed after testing positive for drugs or alcohol, refusing to submit to a test for drugs or alcohol, or knowingly altering or adulterating any test sample.**

Section 25-4-78 reads in part:

"A confirmed positive drug test that is conducted and evaluated according to standards set forth for the conduct and evaluation of such tests by the U.S. Department of Transportation in 49 C.F.R. Part 40 or standards shown by the employer to be otherwise reliable shall be a conclusive presumption of impairment by illegal drugs. No unemployment compensation benefits shall be allowed to an employee having a confirmed positive drug test if the employee had been warned that such a positive test could result in dismissal pursuant to a reasonable drug policy. Further, no unemployment compensation benefits shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above, or if the employee knowingly alters or adulterates the blood or urine specimen."

“An individual shall be disqualified for total or partial unemployment ...if he was discharged or removed from his work for ...the use of illegal drugs after previous warning or for the refusal to submit to or cooperate with a blood or urine test after previous warning ...'warning' shall mean that the employee has been advised in writing of the provisions of the employer's drug policy and that either testing positive pursuant to the standards referenced above or the refusal to submit to or cooperate with a blood or urine test as set out in the above referenced standards could result in separation from employment. This written notification as herein described shall constitute a 'warning'...” Alabama Code § 25-4-78(3) (Supp. 1996).

The City requires that every employee work together to make City of Orange Beach, Alabama a drug free workplace, as well as a safe and rewarding place to work.

To further its objectives, the City announces the following policy:

#### **02.02.04 The City's Policy on Drugs and Alcohol**

1. **Prohibited Use:** The use or possession of any illegal drugs or paraphernalia, including narcotics or hallucinogenic drugs, marijuana, or other non-prescribed controlled substances is **prohibited** during work hours or while on City property. Prohibitions include but are not limited to:
  - a. The use, possession, distribution, sale, purchase, trade, manufacture, offer for sale, offer to buy, or make arrangements to distribute, or reporting to work under the influence of, intoxicants or illegal drugs (including narcotic or hallucinogenic drugs, marijuana or other non-prescribed controlled substances, synthetic or designer drugs).
  - b. Paraphernalia possession including any equipment, products, and materials which are used, intended for use, or designed for use with non-prescribed controlled substances, while on the City's property or during work hours.
  - c. Reporting to or being at work when the presence of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances in blood, urine, oral fluid or hair exceeds statutory limits.
  - d. Reporting to or being at work when the presence of prescribed or over-the-counter narcotics or drugs exceeds statutory limits in blood or urine, or the use of prescribed or over-the-counter narcotics or drugs where, in the opinion of the City, such use prevents the employee from performing his or her job or poses a risk to the safety of the employee, other persons, the general public or property.
  - e. On-call employees using alcohol during the specific on-call hours of that employee.
  - f. Off-the-job use of drugs, alcohol, or any other prohibited substances which results in impaired work performance, such as absenteeism, tardiness, poor work product, or harm to the City's image. (Employees should realize that these regulations prohibit all illicit drug use--on and off duty).
2. **Condition of Employment:** Adherence to the City's policy on drugs and alcohol is a

condition of employment for all employees. All employees will be required to sign the applicable acknowledgment form and to consent to this policy.

3. **Notification of Conviction of Drug Related Charge:** Employees must notify the City of any conviction on drug-related charges within five (5) City business days of such conviction in conformity with the Drug Free Work Place Act.
4. **Prescriptions or Over-the-Counter Narcotic or Drugs:** Any employee taking a prescribed or over-the-counter narcotic or drug must advise his or her supervisor of its use **if disclosure would be required by job-relatedness and consistent with business necessity**. Such prescriptions brought to work should remain in the original labeled container and show both the prescribing doctor's name and the prescription's expiration date. An employee using such prescribed or over-the-counter substances may remain on his or her job or may be required to take a leave of absence or other appropriate action as determined by supervision based upon **job-relatedness and consistent with business necessity**. An employee or job applicant shall be allowed to provide confidential notice to the Medical Review Officer (MRO) of currently or recently used prescription or nonprescription drugs. Such information shall be placed in writing upon the employee's personal copy of the lab's drug testing records form as a reference should the MRO contact the employee.
5. **Violation of Policy:** Violations of this policy, including (but not limited to) a positive confirmed laboratory test result for drugs or alcohol; refusal to sign a consent or chain of custody form; refusal to submit to or cooperate with a substance screening by blood, urine, hair, or saliva, including an employer's initial screening, as required in this policy; knowingly submitting an adulterated, diluted, or otherwise altered blood or urine specimen; or submitting a specimen from another person, are subject to disciplinary action by the City as allowed by law, up to and including dismissal from employment. Refusals will be classified as a positive test. The City reserves the right to interpret all provisions of this policy and take all appropriate actions within its sole discretion and judgement.

#### 02.02.05 Right to Alter this Policy

The City reserves the right to alter, amend, or supplement the terms and conditions of this Alabama Drug-Free Workplace Policy Statement to accommodate changes in current state and Federal regulations, insurance requirements, testing technologies, or circumstances which impact City practices and policies or industry standards.

#### 02.02.06 Drug/Alcohol Screening and Testing

Under the City's Alabama Drug-Free Workplace Policy, any final applicant or employee in a safety sensitive position or DOT Regulated Employee (see definitions and listing of safety-sensitive positions) may be requested to undergo an initial screen, urinalysis, blood, saliva, or other diagnostic test performed by a certified laboratory, to detect the presence of drugs. In addition, employees will be subject to screening and/or testing for alcohol. The following are the five circumstances when the City will screen or test for drugs or alcohol:

1. **Pre-Employment Testing:** As a condition of employment, pre-employment substance screening or testing will be performed on all final applicants seeking positions with the

City. Such screening or testing may be required on its own, or as part of a fitness-for-duty physical exam for those safety sensitive job positions that would require such an exam. Present employees who transfer into another safety sensitive position with the City may also be required to complete a pre-employment substance screen or test.

Applicants must sign a Pre-Employment Substance Testing Consent and Release form, which releases the City from liability, before voluntarily submitting to initial screening or testing conducted by a City representative, or at a certified lab chosen by the City. The City shall inform final applicants that any offer of employment is conditioned upon passing a substance screen or test. The applicant will be informed that the specimen is subject to being tested for the presence of any or all of the following substances: Amphetamines, Cocaine, Cannabinoids, Opiates, Phencyclidine (PCP), Methadone, Methaqualone, Barbiturates, Benzodiazepines, or Propoxyphene and Synthetic Opiates, Hydrocodone, Hydromorphone, or Oxycodone in conformity with the Alabama Drug-Free Workplace Act.

**Any job offer will be withdrawn** if the applicant tests positive in a confirmed lab test; refuses to submit to a test, including any initial screening performed by a City representative; refuses to execute the required consent/release form; or if the initial screening is not negative and the applicant withdraws his/her application.

Applicants will also be provided with access to a copy of the City's Alabama Drug-Free Workplace Policy Statement. An applicant who decides not to cooperate in the pre-employment screening or testing or who is unwilling to acknowledge this City's policy on drug and alcohol screening or testing may withdraw his/her application and will not be considered for employment.

If the City's representative, physician, official, or lab personnel has reasonable suspicion to believe that the applicant has tampered with the specimen, the applicant will not be considered for employment.

2. **Reasonable Suspicion Testing:** All employees will be screened or tested when there is reason for a City Manager/Supervisor, or personnel officer to suspect that an employee has reported to work or is on City property under the influence of intoxicants, drugs or narcotics, designer drugs or stimulants, ("reasonable suspicion" screening or testing). Reasonable suspicion may be based on a supervisor's observation of an employee's drug or alcohol use, an employee showing either physical or mental symptoms of drug or alcohol use, or an employee's personal behaviors that may indicate drug or alcohol use. Supervisors must immediately detail in writing reasons for reasonable suspicion and may do so on the "Reasonable Suspicion Checklist" or any other document. Any employee who reports to work visibly impaired by drugs or alcohol will not be allowed to work. If indicators of the need for a reasonable suspicion test are present, the employee will be screened or tested immediately, either in an initial screening performed by a City representative at the job site, or using a lab test.
3. **Post Accident Testing:** Employees covered by this policy will be screened or tested after any work-related injury or accident where:
  - a. An employee is injured beyond the need for simple first aid, or

- b. Property or vehicles are damaged (over \$200.00 estimated), or
- c. An employee has caused or contributed to an on-the-job injury which results in loss of work time, or
- d. An injury that is a workers' compensation injury, or
- e. If there is reasonable suspicion of drug or alcohol use.

Non-safety sensitive employees will be screened or tested after any work related injury or accident (as defined above) where a supervisor has a reasonable belief based on specific facts that the employee's acts or omissions contributed to the occurrence or severity of the accident as may be detailed on the "Confidential Work-Related Accident Report."

Employees are prohibited from using alcohol within eight (8) hours following an accident, until testing or initial screening is completed. Any test or screen for alcohol should be completed within two (2) hours of a work-related accident, or as soon thereafter as is practicable.

All employees are put on notice that a positive confirmed laboratory drug test following an on the job accident is evidence of "willful misconduct" under this policy and disqualifies the employee from receipt of workers' compensation benefits.

- 4. **Fitness for Duty Physical Exam:** Any employee covered by this policy whose job position requires him or her to undergo regular physical examinations will be screened as part of any such routine examination.
- 5. **Follow Up Testing After Returning to Work:** Any employee who is referred to an EAP through work, after testing positive in a confirmed lab test for drugs or alcohol while at work, or who has been suspended from work for any other violation of the drug and alcohol policy, must complete follow-up screening or testing when he/she returns to work. The employee will also be subject to random and unannounced screening or testing as determined by the EAP.
- 6. **Random Screening or Testing:** Safety Sensitive Employees may be tested without notice. The frequency and safety sensitive employee classifications subject to such screening and testing, to be determined by the City in accordance with safety-sensitive duty classifications and applicable regulatory mandatory drug and alcohol testing requirements. In addition to the random testing, as a condition of employment with the City, employees who are assigned as Police Narcotics Officers or as EMT's will be subject to mandatory periodic tests at intervals as determined by the City.

#### 02.02.07 Testing Procedure(s)

Refer to Appendix A: Section 02.

#### 02.02.08 Safety Sensitive Job Classifications

Safety sensitive employees are those employees who discharge duties fraught with risks of injury to others that even a momentary lapse of attention can have disastrous consequences. Factors which have been considered in determining whether a position is safety sensitive include handling of potentially dangerous machinery, mostly unsupervised responsibility for children, and handling of hazardous substances in an environment where others could be injured. Positions which have been found to be safety sensitive include firefighters, emergency medical technicians, law enforcement officials who carry firearms, fire and police dispatchers, 911 operators, heavy machinery operators, bus drivers, some (but not all) transportation workers, pipeline operators, gas meter repairmen, jail officers, and airline industry personnel. Some employees which come under federal laws and regulations, such as those under the Department of Transportation regulations, natural gas pipeline industry, and aviation, are determined to be safety sensitive by those regulations. Unless an employee comes under drug-testing regulations of some federal agency, each position must be individually evaluated to determine whether it is safety sensitive. The City has performed a review of the job duties for each job classification and determined that the following are classified as safety sensitive for purposes of its Alabama Drug-Free Workplace Program: Police, Firefighters & EMTs, authorized drivers of City vehicles or vessels, employees who operate dangerous equipment or handle hazardous substances, employees who are directly involved in supervising Children, employees who operate gas powered machinery, and Fire/Police Dispatchers.

#### **02.02.09 Employee Responsibilities**

For any random or reasonable suspicion screening or drug and alcohol testing, an employee is responsible for the following:

- 1. Reporting to the collection site immediately or within one (1) hour with immediate notification to your supervisor upon being called or being ordered to report there by a supervisor, or a designated City representative,**

If the employee fails to report in the time specified, he/she must document a serious illness, injury, or other verifiable circumstance which prevented his or her arrival at the test location. If an employee is unable to document such a circumstance, he /she will be considered to have refused to take the test (classified as a positive result) and will be subject to separation from employment.

- 2. Providing a specimen for screening or testing, whether it be breath, urine, hair, blood, or saliva, as the specific screen or test to be given may require.**

If the employee refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen of another person, sends an imposter, or will not sign the required forms, the employee will be subject to separation from employment as if the test were positive.

- 3. Cooperating with the MRO in providing specimens or medical information.**

The job of the MRO is to decide whether the employee has passed the laboratory drug or alcohol test. As part of the verification process, the MRO will:

- a. Conduct a medical interview with the individual, if the individual consents to such an interview (this interview may be in person or by telephone);
- b. Review the individual's medical history and any relevant biomedical factors, if the individual consents to the review and cooperates with the MRO during the interview;
- c. Review all medical records made available by the individual tested to determine if a confirmed laboratory positive test resulted from legally prescribed medications;
- d. If necessary, reanalyze the original specimen taken at the lab to determine the accuracy of the test results;
- e. Verify that the lab report and assessment are correct. Based on available data, including other test results, the MRO may conclude that a particular drug test is scientifically insufficient for further action and would conclude that the test for that individual is negative.

At screening or testing, the applicant shall be given the opportunity to list on the employee's personal copy of the lab drug testing records form information he/she considers relevant to any test or initial screening, or any test or initial screening results, including identification of currently or recently-used prescription or nonprescription medication or other relevant medical information. The providing of information shall not prevent testing or initial screening, but may be considered by the MRO in interpreting any positive confirmed lab test result if the MRO should contact the employee.

An employee who receives a positive confirmed test result may contest or explain the result to the employer within five (5) working days after notification of the positive test results. The MRO will provide the employee with an opportunity to discuss the results of any apparently positive confirmed lab test. If the employee expressly declines the opportunity to discuss the test results with the MRO, the MRO may verify the test as confirmed positive without further discussion with the employee. If, in the sole judgement of the MRO, there is a legitimate medical reason for a confirmed positive lab test, the MRO will verify the test as negative. If there is no legitimate medical reason for a confirmed positive lab test, the MRO will verify the test as positive and report the finding to the City. It is the employee's responsibility to return any phone calls from the MRO within a reasonable period of time and not less than 24 hours. If the employee does not contact the MRO within five (5) calendar days of notification to call the MRO, or if the employee refuses to talk to the MRO then the MRO may report the result of the test to the City.

An employee who tests positive may request a secondary test to be performed at the expense of the employee. This request must be made in writing to the Manager/Supervisor and/or Human Resources Department within twenty-four (24) hours of notification of the positive result.

An employee who tests positive for drugs or alcohol in a positive confirmed lab test will be subject to disciplinary action, up to and including separation from employment.

#### **02.02.10 Employee Drug and Alcohol Education Program**

The City will conduct semi-annual educational programs each year to educate employees about the dangers of drug and alcohol abuse, the indicators of drug and alcohol abuse, its policy of maintaining a drug-free workplace, and the penalties that may be imposed for violation of the policy. Supervisors will participate in such educational programs and will also receive semi-annual training on how to recognize signs of substance abuse, how to document signs of employee substance abuse, and how to refer employees to the proper treatment providers. In addition, the City will keep available in the office of the contact person, for employees' confidential use, a resource file of information on drugs and alcohol, and information on community treatment resources.

### 02.02.11 Confidentiality

The City is committed to a safe, productive workplace that is free of substance abuse. The City is also concerned about employees' privacy. All information received by the City, its Managers/Supervisors, testing lab, or MRO, concerning employee drug and alcohol testing, initial screening results, lab test results, and related medical information is *confidential*. Such information shall be released only upon the written consent of the employee, except:

1. To local, state, or Federal agencies with investigative or regulatory jurisdiction.
2. To its workers' compensation carrier, or other third-party administrator of workers' compensation or insurance claims, employees of the City who have a "need to know" as well as any retained consultant or counselor of the City related to its Drug and Alcohol testing program.
3. To be used as evidence, obtainable discovery, or disclosure in any public or private proceedings, with the exception of any criminal proceeding against the employee.
4. By subpoena by a court of competent jurisdiction
5. To subsequent employers, upon receipt of a written request from the former employee.
6. To subsequent employers for a background check to verify the dates the DOT employee that holds an active CDL license is currently participating in a random drug test program

Records relating to drug and alcohol testing, initial screening, lab reports showing test results, or other documents relating to the City's drug and alcohol testing program shall be kept in a separate location from employees' individual personnel files. Records shall be kept in a secure location, and only authorized personnel shall have access to the records. Release of information to parties other than the City, its MRO, third-party administrator of claims, those falling within the categories as set forth above, or related entity shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless the release is compelled by an agency of the state or a court of competent jurisdiction, or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary hearing. The consent form shall contain at a minimum all of the following information:

1. Name of the person who is authorized to obtain the information.
2. Purpose of the disclosure.

3. Precise information to be disclosed.
4. Duration of the consent.
5. Signature of the person authorizing release of the information.

**02.02.12 Employee Assistance / Benefits Program**

Counseling and rehabilitation for alcohol or substance abuse is available through the health and welfare benefit program for employees, *only to the extent of the current benefits package*. The City will assume no direct financial responsibility for counseling or rehabilitation costs of an employee. Any costs in addition to or in excess of any available health benefits are the employee's responsibility. A list of state and national resources is a part of this Policy Statement.

An eligible employee may make a voluntary self-referral for assistance with a drug and alcohol problem prior to being chosen for screening or testing without jeopardizing his/her continued employment, provided the employee immediately discontinues the substance abuse. However, employees may not make a voluntary self-disclosure to avoid taking a required drug or alcohol test or screen. Self-disclosure AFTER being chosen for drug and alcohol screening or testing may result in automatic separation from employment.

Employees who are referred through administrative channels for a rehabilitation program or who are suspended from work for failure of a drug or alcohol test pending the completion of such a program may use the extent of any paid vacation time they have accrued during such times as they are in attendance at the rehabilitation program. If the employee has accrued no paid vacation time at the time he/she enters the rehabilitation program, such attendance will be without pay to the employee.

**02.02.13 Investigations or Searches**

The City reserves the right for a supervisor to inspect lockers, work areas, desks, cabinets, toolboxes, or other City owned belongings, and vehicles, on the City's property or at locations where work-related activities are being conducted, without prior notice. Where reasonable cause to suspect a violation of this policy exists, the City shall have the right to inspect personal belongings on City property (purses, bags, briefcases, personal vehicles, etc.). Cause to suspect shall be solely in the judgement and discretion of the City. The City may release any illegal, or controlled drugs, or paraphernalia to law enforcement authorities in accordance with appropriate procedures.

**02.02.14 Drug Educational Information**

Alcohol (Depressant)	
<b>Common Forms:</b>	Beer, wine, hard liquor
<b>How Used:</b>	Oral ingestion, patterns of use vary.
<b>Desired Effect:</b>	People drink to relax, to socialize, as a part of a religious ceremony, for the control of physical and emotional pain, or for a variety of other reasons. Its depression of the central nervous system is progressive and continuous. It is a mood-modifying drug that usually provides a temporary feeling of mild euphoria and stimulation. This is a result of the initial depression of the higher centers of the brain which control inhibition. <i>The more you drink, the more sedated you then become.</i>
<b>Time in Body:</b>	Depends on many factors, such as body size, amount of alcohol consumed within an hour, and other individual factors. Performance is effected in relation to the amount consumed. Generally, a medium-sized person

	eliminates the equivalent of one drink per hour. However, "hangover" effects of alcohol have been documented for as long as 14 hours after consuming an intoxicating dose, well after the blood alcohol levels have returned to zero.
<b>Observable Effects:</b>	Staggering gait Slurred speech, Odor of alcoholic beverage Shaky hands, Poor eye-hand coordination Slowed reaction time, Eyes react slowly to light - wears sun glasses
<b>Work Behavior:</b>	Arrive late, leave early, mis-outs Neglect of physical appearance Restlessness Tremors (hands, face, fingers, lips tongue) Slurred speech Uninhibited - makes inappropriate remarks
<b>Material Indicators:</b>	Empty liquor bottles, cans, often in paper bags Flasks, sometimes disguised as other things
<b>Slang Terms:</b>	Booze, juice, ooch, grape, eye-opener, hair-of-the-dog, brew, suds, etc.

<b>Amphetamines (Amphetamine and Methamphetamine) Stimulant</b>	
<b>Common Forms:</b>	Amphetamine - usually capsules or white, flat, double-scored pills. Methamphetamine - white or granular powder, often packaged in aluminum foil or plastic bags
<b>How Used:</b>	Orally, sniffed up the nose, or injected
<b>Desired Effect:</b>	Most sought after effects include euphoria, postponement of fatigue, increased energy, alertness and feelings of personal power. Repeated or chronic use often causes strong a dependence reaction and a schizo-phrenic loss contact with reality. Users coming off the drug experience extreme fatigue-induced sleep ("crash"), often followed by continued fatigue and depression
<b>Time in Body:</b>	Injection or sniffed up the nose; "rush" felt within 1 minute. Orally, effects felt within about ½ hour. Single doses detectable for about 48 hours.
<b>Observable Effects:</b>	Dilated pupils. Flushed face, rapid respiration, profuse sweating. Hyper-excitability, talkativeness, restlessness. "Stereotypic" behavior often seen: person engages in repetitive tasks or mannerisms for extended periods of time. In large doses, inability to concentrate, confusion, panic.
<b>Work Behavior:</b>	Try to do a job beyond competence level. Impaired ability to operate equipment. Takes chances, risks.
<b>Material Indicators:</b>	Pills, capsules, white powder, granular crystals, foil wrapped tubes, baggies. Hypodermics and paraphernalia for injections
<b>Slang Terms:</b>	Defies, bennies, speed, crank, ice, crystal, white crosses, black beauties

<b>Cocaine A Stimulant</b>	
<b>Common Forms:</b>	Cocaine - White crystalline powder. Free-base cocaine (crack) - white granular "rocks"
<b>How Used:</b>	Cocaine--usually snorted up the nose through a straw or from a "coke spoon" after being chopped to a fine powder with a razor blade. "Crack" -- freebase cocaine--is a processed version which is vaporized in a pipe and inhaled. Either form may also be injected.
<b>Desired Effect:</b>	Most sought after effects are euphoria, stimulation, postponement of fatigue and feelings of personal power. The "high" lasts approximately one hour, with a "down" follow-on period. Psychological and physical dependence to "crack" after one to two uses; dependency to snorted coke takes longer to develop.
<b>Time in Body:</b>	Single doses detectable for 12-24 hours
<b>Observable Effects:</b>	Dilated pupils. Talkativeness. Restlessness. Sniffing, sunny nose irritated or bloody nose. Dramatic mood swings, from "down" to "up" in minutes. Sense of power sometimes manifested in aggressiveness.
<b>Work Behavior:</b>	Frequent trips "to the restroom" -- secluded place. Frequent sick outs and unexplained absences. Hyper-excitability and over reaction to stimulus. Isolation/withdrawal from friends and activities. Financial problems -- borrows, steals and/or sells to support habit. Insomnia, restlessness, lack of sleep.
<b>Material Indicators:</b>	Small, folded paper envelopes (bindles), plastic bags, small vials used to store drug. Razor blades, mirrors, cut. Small glass pipes, and head sources used to volatilize crack.
<b>Slang Terms:</b>	Coke, snow, toot, crack, blow, happy dust, "C"

<b>Marijuana</b>	
<b>Common Forms:</b>	Dried green-brown flowers and leaves of the hemp (cannabis) plant--also as compressed tar like lumps (hashish) and sometimes as an oil to be spread on cigarettes (hash oil).
<b>How Used:</b>	Generally smoked in hand-rolled cigarettes (joints) or a small pipe, sometimes eaten in baked goods or steeped to make a tea
<b>Desired Effect:</b>	Effects are somewhat dependent on the user and potency of the plant. Low doses tend to produce a dreamy state of relaxation and euphoria with changes in sensory perceptions (usually intensified) and alteration in thought formation and expression. Higher doses intensify these reactions with fragmentation of thought, memory impairment, shortened attention span, and illusions of insight. Marijuana currently sold on the street is 10 times more potent today than in past years.
<b>Time in Body:</b>	Marijuana dissolves in body fat cells and is detectable for extended periods of time--up to seven (7) days for occasional users and four (4) weeks or longer for chronic users
<b>Observable Effects:</b>	Red bloodshot glassy eyes (users often wear dark glasses and use eye drops to combat). Poor muscular control. Rambling, disconnected speech patterns. Euphoria--as laughing out of context. Getting "hung up" - i.e. going into the bathroom to comb your hair and coming out two hours later. Distinctive odor in air and/or on clothing
<b>Work Behavior:</b>	Lack of attention, vision and auditory changes, and poor muscular control. Inability to respond to emergencies and sudden situational changes. Frequent sick-outs and mis-outs. Lackadaisical "I don't care" attitude about person and work. Chronic health problems for frequent users--persistent cough, fatigue, frequent sickness

<b>Material Indicators:</b>	Baggies of green-brown vegetable matter; rolling papers; small pipes (for marijuana) and very small pipes (for hashish); "roach clips" to hold the burned end of the marijuana cigarette; "roaches" discarded on the floor or in ash trays; distinctive odor of marijuana in the air.
<b>Slang Terms:</b>	Dope, grass, reefer, weed, ganja, pot, etc.

<b>Opiates (Morphine and Codeine) Narcotic Depressants</b>	
<b>Common Forms:</b>	Street forms are pills, liquids and powders. Morphine is derived from opium. Opium dissolved in alcohol, containing 10% morphine, is legally available in many states as "paregoric."
<b>How Used:</b>	Morphine and codeine are widely used medicinally. Morphine is a naturally occurring alkaloid, and is also found in products containing poppy seeds. Heroin is a semi-synthetic derivative of morphine
<b>Desired Effect:</b>	Opium is usually smoked. Codeine is most commonly taken orally. Heroin and morphine are injected; powders can be snorted; cigarettes can be dipped in paregoric and smoked
<b>Time in Body:</b>	Most commonly effects include euphoria, relief from pain, and a feeling of dissociated well-being. Low maintenance doses allow the addict to function on a daily basis. The heroin user experiences a "rush" described as a very pleasurable whole body reaction lasting 5-10 minutes, followed by several hours of mental and physical relaxation
<b>Observable Effects:</b>	Single doses are usually detectable for 48-72 hours
<b>Work Behavior:</b>	Pinpoint pupils. Sweating, nausea, vomiting in novice users. "Nodding off"--the head drooping toward the chest, then bobbing up. Overly calm, detached facial expression. Confusion, mental dullness and slurred speech. Needle marks over veins. Increased sick-outs, mis-outs. Lack of interest in work, no attention to detail. Sharing of needles brings a high risk of contracting hepatitis and/or AIDS. High cost of the addiction may lead to borrowing money, stealing and selling (on or off the premises).
<b>Material Indicators:</b>	Foil or paper "bindles" for holding the drug. Charred spoons or bottle caps, used to cook the drug. Multiple burned matches used to cook the drug. Needles, syringes, eye droppers used for injection. Balloons or prophylactics used to hold drug. Bloody tissue papers, blood on shirt sleeves
<b>Slang Terms:</b>	Heroin, dope, smack, shit, hard stuff, "H", china, monkey dust, china white, etc.

<b>Phencyclidine (PCP)</b>	
<b>Common Forms:</b>	Pills, liquid, powder, and PCP cigarettes
<b>How Used:</b>	Usually smoked with tobacco or marijuana, but may be injected, swallowed, eaten or snorted
<b>Desired Effect:</b>	Users report desirable feelings of immobility, numbness, and detachment. Other sought-after effects include feelings of strength, power, and invulnerability, a dream-like detachment from reality (often coupled with lack of coordination).
<b>Time in Body:</b>	Usually detectable 1- 8 days, but chronic users may test positive for several weeks following the last dose.
<b>Observable Effects:</b>	Low doses: Sedated, euphoric, uncoordinated behavior. Wide mood swings. Sparse and purposeless speech. Muscle rigidity and jerky eye movements (nystagmus). Coma-like states with muscle rigidity and staring, half-closed eyes. Sudden stimuli may send the user into a psychotic state, with extreme agitation, violent behavior, abnormal strength, and inability to speak or comprehend.
<b>Work Behavior:</b>	Wide mood swings, unpredictable behavior, aggressive. Tremendous liability in the work force.
<b>Material Indicators:</b>	Cigarettes that look as if they have been wet. Crystals, liquids or powders in small vials. Folded aluminum foil or paper packets.
<b>Slang Terms:</b>	PCP, angel dust, hog, dust, DOA, shermans, sherms, peace pills, dummy, etc.

## 02.02.15 Substance Abuse Resources

### NATIONAL RESOURCES

A2Z Alcohol & Drug Abuse-Addiction	1-800-274-2042
Al-Anon/Alateen Family Group Headquarters	1-800-356-9996
Alcoholics Anonymous World Service	1-212-870-3400
American Council on Alcoholism Helpline	1-800-527-5344
800 Cocaine--An Information and Referral Hotline	1-800-262-2463
Nar-Anon Family Group Headquarters	1-310-547-5800
Narcotics Anonymous	1-818-773-9999
National Council on Alcoholism and Drug Dependency Helpline	1-800-622-2255

### ALABAMA RESOURCES

Alcohol & Drug Abuse 24-hour help line and Treatment	1-800-888-9383
Alanon/Alateen	1-334-281-3861

Bradford-Parkside	1-800-333-1865
Drug Dependence Information & Referral Service	1-334-262-7401
Hill Crest Behavioral Health Services	1-800-239-5824
State of Alabama Department of Mental Health, Substance Abuse Services Division	1-334-242-3961

(Information available on treatment centers located throughout the State of Alabama in the Treatment Access Project)

### **Additional Provisions and/or Information**

Refer to Drug-Free Workplace Act of 1988; as amended 1994  
Refer to Controlled Substances Act (21 U.S.C. § 811)  
Refer to Drug-Free Schools and Communities Act (20 U.S.C. § 1145g)  
Refer to Part 86 of the Drug and Alcohol Prevention Regulations (34 C.F.R. Part 86)  
Active Employee Certificate of Agreement, Receipt of Employee Police Statement Consent Form

## Section 02.03 ■ Equal Employment Opportunities

Original Approval: DATE  
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Last Reviewed: DATE

### Policy and Purpose

The City of Orange Beach is an Equal Opportunity Employer. It is the policy of the City that no person because of age or race/color, national origin, sex, religion, disability, or the like will be excluded or limited from participation in or be denied the benefits of any employment related activity. In addition, the City of Orange Beach facilities and devices are in compliance with the Americans with Disabilities Act (ADA), the Pregnant Workers Fairness Act (PWFA), and the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act).

Further, the City of Orange Beach complies with non-discriminatory regulations under Title VI, Title VII, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 02.03.01 Inquiries Concerning Equal Employment Opportunities

Inquiries of recipients concerning the application of the above regulations and their implementing regulations may be referred to the City's Human Resources Department at 251-981-6779 or [HR@OrangeBeachAL.gov](mailto:HR@OrangeBeachAL.gov) or the Office for Civil Rights.

#### 02.03.02 Policies Prohibiting Harassment and Discrimination

1. Employees should also refer to the City's policies prohibiting harassment and discrimination.

### Additional Provisions and/or Information

Refer to Employee Grievances Policy.

## Section 02.04 ■ Ethics

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with all federal and state ethics laws. Employees are expected to review and comply with the same. State ethics laws can be found at <https://www.ethics.alabama.gov/>.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 02.04.01 Legal Duty to File Statement of Economic Interests

All employees are subject to Ala. Code § 36-25-14 and shall comply with the Alabama Code of Ethics for public employees including the requirement to file a statement of economic interest annually. The duty of an employee to comply with the Ethics Act, including the duty to file the Statement of Economic Interests, rests with the employee, not the City of Orange Beach. Employees who are required to file but fail to timely file a Statement of Economic Interests with the Ethics Commission may be fined \$10.00 per day not to exceed \$1,000.00 or be charged with a Class A misdemeanor for intentional failure to file [Ala. Code §36-25-14(d) & (e)]. More information about this requirement and the Statement of Economic Interests is available at: <http://ethics.alabama.gov/forms-ecint2.aspx>.

#### 02.04.02 Proof of Mandatory Online Ethics Training Within 90 Days of Date of Hire

Under the December 2010 Amendments to the Alabama Ethics Act, all public employees required to file Statements of Economic Interests forms are required to participate in an online educational review of the Alabama Ethics Law provided by the Ethics Commission within 90 days of hire. Per the law, an employee must provide evidence of completion of the educational review to the Ethics Commission via an electronic reporting system provided on the State Ethics Commission website. The online training may be located at <https://ethics.alabama.gov/training/intro.aspx>.

All employees required to file the Statement of Economic Interest must complete the Ethics Training. It is the responsibility of each new employee to complete their individual online Ethics training within 90 days of their hire date. Employees must print a certificate after completing the training session and send a copy of the certificate to their respective

Manager/Supervisor and the Human Resources Department via email to [HR@OrangeBeachAL.gov](mailto:HR@OrangeBeachAL.gov).

#### **02.04.03 Ethics Act and Gifts to Public Employees**

Additional information about the 2010, 2011, and 2012 Amendments to the Ethics Act, which contain rules regarding conflicts of interest, public contracts, lobbying activities, and restrictions on gifts to public employees may be found at: <https://www.ethics.alabama.gov/law.aspx>. Public employees may not solicit or receive anything for the purpose of corruptly influencing official action, regardless of whether the thing solicited or received is a thing of value. Family members of public employees may not receive anything given to them for the purpose of corruptly influencing official action. No public employee will solicit a thing of value from a subordinate or person or business with whom he or she directly inspects, regulates, or supervises in his or her official capacity. Excluded from the definition of "thing of value" are meals at educational functions/workshops/widely attended functions or items or services of de minimis value as established under State law. Refer to the Ethics Act for definition of de minimis value.

#### **02.04.04 Use of City Property for Personal Gain**

City property, including equipment, supplies, tools, personnel time, and building materials are to be used only for conducting official business of the City. Private or personal use of City property is prohibited. Employees will not: a) make use of property or personnel of the City for the purpose of obtaining compensation from sources external to the City, unless otherwise authorized, or b) use or permit the use of the name of the City in a way that would suggest that any activity is sponsored or endorsed by the City without prior authorization.

#### **02.04.05 Criminal Act to Use Property/Human Labor for Personal Reasons**

It is a violation of the State Ethics Code (felony or misdemeanor, depending on facts) for a City employee to use or cause to be used equipment, facilities, time, materials, human labor, or other City property under their discretion or control for the private benefit or business benefit of that employee, except as otherwise provided by law or pursuant to a lawful employment agreement. It is also illegal for a person to solicit a City employee to do these things for that person's private or business benefit, except as otherwise provided by law. (See Alabama Code Sec. 36-25-5). This includes using employees to perform personal errands or favors for non-work-related purposes.

#### **02.04.06 Criminal Act to Use Position for Financial Gain/Rules for Contracts with the City**

It is a violation of the State Ethics Code (felony or misdemeanor, depending on facts) for a City employee to use their position with the City to obtain personal gain for themselves, a family member, or any business with which the employee is associated (See Alabama Code Sec. 36-25-5). Section 36-25-11 of the Code of Alabama 1975, as amended, prevents any public official or public employee, or members of their households, or any businesses associated with these people from entering into a contract that will be paid for using government funds unless the contract is entered in compliance with the state's competitive-bidding process. The contract must then be filed with the appropriate state official within 10 days of its execution.

#### **02.04.07 Rules for Discarding City Property**

City property cannot be thrown away or discarded by employees. When items are no longer useful to a department, they may be sent to Surplus Property and then sold to the public.

Contact the City Clerk or Purchasing Agent prior to disposing of City property.

#### **02.04.08 Inappropriate Conduct Regarding Use of State Property**

Employees are prohibited from engaging in the following conduct and may be disciplined, up to and including separation from employment:

- Dishonest acts;
- Appropriating City equipment, time, or resources for personal use or gain;
- Misusing or neglecting City property, funds, materials, equipment or supplies; or
- Stealing or possessing without authority any equipment, tools, materials, or other City property or attempting to remove them from the premises without approval or permission from the appropriate authority.

### **Additional Provisions and/or Information**

Refer to Employee Discipline Policy.

# Section 02.05 ■ Harassment / Nondiscrimination and Sexual Harassment

Original Approval: **DATE**  
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Last Reviewed: **DATE**

## Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with all federal and state laws related to unlawful discrimination and/or harassment, including sexual harassment.

No employee or applicant for employment or promotion, will be discriminated against on the basis of any impermissible criterion or characteristic including, without limitation, race, color, national origin, religion, marital status, disability, sex, age, genetic information, or any other protected class as defined by federal and state law.

The City of Orange Beach is committed to providing an employment environment free of discrimination and/or harassment in any form. Employees will adhere to the highest ethical standards and professionalism and refrain from any form of discrimination and/or harassment. All employees are required to treat other employees, citizens, vendors, and visitors in a fair, respectful, professional, and nondiscriminatory manner. Any practice or behavior that constitutes harassment will not be tolerated. Failure to adhere to this policy will result in disciplinary action, up to and including separation from employment.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 02.05.01 General Details

It is the goal of the City of Orange Beach to provide a work environment free of discrimination, harassment or hostility for all employees. Should such behavior occur, the City will respond in a fair, impartial, and expeditious manner.

An employee observing or condoning, through actions or inactions, prohibited harassment and/or discrimination by failing to report to designated management authorities shall be in violation of this policy. A Manager/Supervisor found in violation may result in immediate separation from employment.

Generally, a complaint must be filed within 180 days of the most recent act of alleged harassment, discrimination or retaliation. However, employees are encouraged to report incidents immediately.

No employment or disciplinary action will be taken against an employee who makes a good faith complaint, even if the investigation fails to substantiate allegations of the complaint.

If a person is found to have made a complaint based on allegations that he or she knew to be false, such employee(s) may be subject to remedial action, including discipline, up to separation from employment.

A complaint may be filed with the United States Equal Employment Opportunity Commission, alleging a violation of Title VII of the 1964 Civil Rights Act. Employees are encouraged to first use internal processes before filing a complaint outside the agency. The fact that an employee has filed a complaint with an outside agency, such as the Equal Employment Opportunities Commission (EEOC), will not delay the filing of a complaint, the investigation of such a complaint, nor the resolution of a complaint under this policy.

#### **02.05.02 Complaint Investigations**

1. All complaints, regardless of their nature or origin, will be investigated using the procedures under the Employee Grievances Policy.
2. All complaints or incidents of alleged harassment and/or discrimination will be investigated on a case-by-case basis. In those instances where a violation of City policy or law has been shown to occur, immediate action will be taken to remedy the situation and to prevent recurrence.
3. Any employee found to have acted in violation of this policy will receive appropriate disciplinary action. If criminal charges of assault and/or battery or constructive or coercive sexual battery are involved, the offender(s) will be subject to criminal prosecution and separation from employment.

#### **02.05.03 Educational Program**

An educational program will be utilized to assist all employees to understand, prevent, and combat discrimination and harassment. All employers are required to provide annual training related to harassment, including sexual harassment.

#### **02.05.04 Employee Responsibilities**

It is each employee's responsibility to help eliminate all forms of harassment and/or discrimination and unwarranted conduct by controlling their own conduct and behavior and also reporting occurrences or actions that may lead to a charge of harassment and/or discrimination. Employees will not exhibit harassing and/or discriminatory behavior in their words, actions, gestures, or conduct.

Employees are encouraged to make complaints regarding inappropriate conduct, behavior, or decisions known to a Manager/Supervisor, Department Executive Director, or the Executive Director - Human Resources. To report an incident, an employee may go directly to his or her Manager/Supervisor or supervisor, the Department Executive Director, or the

Executive Director - Human Resources. If the employee chooses to report the incident to a Manager/Supervisor or Department Executive Director that individual, upon being notified, will report the incident to the Executive Director - Human Resources to initiate an investigation.

#### **02.05.05 Manager/Supervisor Responsibilities**

Managers/Supervisors are responsible for maintaining a workplace that is free of harassment and/or discrimination. Managers/Supervisors are charged with the responsibility of providing a quality work environment. In conjunction with the Executive Director - Human Resources, they are to take appropriate remedial action if inappropriate conduct is observed or has been reported to them. Should any investigation reveal that a Manager/Supervisor knew, or should have known, harassment and/or discrimination was occurring, or a liability for harassment and/or discrimination was being created and the Manager/Supervisor failed to recognize it or failed to initiate proper procedures, that Manager/Supervisor is subject to disciplinary action up to and including separation from employment.

#### **02.05.06 Witness Responsibilities**

A witness to harassment and/or discrimination, including sexual harassment has a duty to report the behavior to the Executive Director - Human Resources. Every employee who has knowledge or is suspected of having knowledge will be expected to give testimony. Should an employee fail or refuse to fully cooperate in such an investigation, he/she may be subject to disciplinary action up to and including separation from employment for insubordination.

#### **02.05.07 Policy Distribution**

This policy will be distributed, communicated, and implemented in a manner which provides all interested parties with the opportunity to be informed of this policy.

#### **02.05.08 Reporting Harassment**

If an individual covered under this policy is aware of the discrimination or harassment of another person, the individual covered under this policy has a duty to report the conduct to a Manager/Supervisor, Department Executive Director, or the Executive Director - Human Resources.

#### **02.05.09 Retaliation**

The City will not tolerate retaliation of any kind. Anyone found committing or condoning retaliation will be disciplined up to and including separation from employment.

#### **02.05.10 Violation of this Policy**

Employees who are found in violation of this policy will be disciplined as deemed appropriate up to and including separation from employment.

### **Additional Provisions and/or Information**

Refer to the Age Act Discrimination Policy.  
Refer to the Americans with Disabilities Act (ADA) Policy.  
Refer to the Equal Employment Opportunities Policy.  
Refer to the Employee Discipline Policy.  
Refer to the Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protection for Nursing Mothers (PUMP) Act Policy.  
Refer to the Rehabilitation Act Policy.

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# Section 02.06 ■ Mandatory Reports of Child Abuse and Neglect

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

## Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with ALA.CODE § 26-14-3.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 02.06.01 Requirement for Reporting Child Abuse and Neglect

Per ALA. CODE § 26-14-3, "All hospitals, clinics, sanitariums, doctors, physicians, surgeons, medical examiners, coroners, dentists, osteopaths, optometrists, chiropractors, podiatrists, nurses, school teachers and officials, peace officers, law enforcement officials, pharmacists, social workers, day care workers or employees, mental health professionals, members of the clergy as defined in Rule 505 of the Alabama Rules of Evidence, or any other person called upon to render aid or medical assistance to any child, when the child is known or suspected to be a victim of child abuse or neglect, shall be required to report, or cause a report to be made of the same, orally, either by telephone or direct communication immediately, followed by a written report, to a duly constituted authority."

1. Report incidents of child abuse or neglect to:  
Alabama Department of Human Resources – Baldwin County  
22259 Palmer Street  
Robertsdale, AL 36567  
Phone: 251-945-2400

Or a law enforcement official.

## Additional Provisions and/or Information

There are no Additional Provisions / Information applicable to this policy.

# Section 02.07 ■ Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

## Policy and Purpose

It is the policy of the City of Orange Beach to comply with the Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protection for Nursing Mothers (PUMP) Act regarding workplace protections afforded to employees and applicants for employment who have a pregnancy-related condition, including but not limited to, pregnancy, childbirth, and lactation.

## Section Scope

Policies in this section apply to pregnant, postpartum, and nursing employees.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 02.07.01 Unlawful Practices

It shall be an unlawful employment practice to:

1. Fail or refuse to treat a qualified employee or job applicant that the City knows, or should know, is affected by pregnancy, the same as the City treats or would treat any other employee or applicant not so affected but similar in the ability or inability to work, without regard to the source of any condition affecting the other employee's or applicant's ability or inability to work.
2. Fail or refuse to make reasonable accommodations to the known limitations related to the pregnancy of a qualified applicant for employment or employee, unless the City can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the City.
3. Deny employment opportunities to a qualified job applicant or employee, if such denial is based on the need of the City to make reasonable accommodations to the known limitations related to the pregnancy of an employee or applicant for employment.
4. Require a qualified applicant for employment or a qualified employee to accept an accommodation that such applicant or employee chooses not to accept;

5. Require a qualified employee to take leave under any leave law or employer policy if another reasonable accommodation can be provided to the known limitations related to the pregnancy of the employee.
6. Take adverse action against an employee in the terms, conditions, or privileges of employment for requesting or using a reasonable accommodation to the known limitations related to the pregnancy of the employee.
7. Limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities or otherwise adversely affect the employee's employment status because of such employee's sex, including pregnancy.

#### **02.07.02 Reasonable Accommodations**

1. The City is required to provide reasonable accommodation for the known limitations related to the pregnancy of employees or applicants, including temporarily excusing an employee from performing the essential functions of their position, as long as the accommodation does not constitute an undue hardship for the City. Upon notification of pregnancy and request, the City will provide (without medical documentation) the following accommodations:
  - Sit/stand,
  - Carry/keep water nearby to drink, as needed,
  - Breaks for bathroom, eating, drinking, etc.
  - Other obvious and necessary accommodations that do not pose an undue hardship.
2. The City is required to provide reasonable accommodation related to the pregnancy of employees and applicants.
3. The City must designate a space or location, other than a bathroom, for nursing employees to express milk that is shielded from view and free from intrusion from co-workers and the public. A space may be temporarily created or converted into a space for expressing milk or made available when needed by the nursing employee, provided the space is shielded from view, and free from any intrusion from co-workers and the public. If the space is not dedicated solely to the nursing employee's use, it must be available when needed by the nursing employee.
4. The City shall provide reasonable break time for an employee each time such employee has the need to express breast milk at work for up to one (1) year after the birth of a child.
  - a. The City may agree to a certain schedule based on the nursing employee's need to express milk, but the City cannot require an employee to adhere to a fixed schedule that does not meet the employee's need for break time each time the employee needs to express milk. Any agreed upon schedule may need to be adjusted over time if the nursing employee's milk expressing needs change.
  - b. Breaks for expressing breast milk shall not be considered FMLA Leave.
  - c. Agencies are not required to compensate for additional or longer breaks; however, employees taking longer or more frequent breaks for a pregnancy-related condition

(including expressing milk) must be compensated consistent with the City's existing policy regarding compensation for break periods.

- d. A nursing employee must be completely relieved from duty, or the time spent pumping must be counted as hours worked.
5. The Human Resources Department may request medical documentation to determine the employee's restrictions or limitations for purposes of providing reasonable accommodation or to provide verification with an employee with documented attendance issues.

### **02.07.03 Requesting Accommodations Procedure(s)**

Refer to Appendix A: Section 02.

### **02.07.04 Dissemination And Training**

This policy shall be distributed to newly hired employees at the commencement of employment, and employees must acknowledge within 30 days.

The City will distribute this policy to employees within 10 days of notification of pregnancy.

The City will post the EEOC Know Your Rights: Workplace Discrimination is Illegal and the DOL Employee Rights Under the Fair Labor Standards Act Posters where notices to employees and applications for employment are customarily posted.

## **Additional Provisions and/or Information**

Refer to the Employee Grievances Policy.  
Refer to Employee Discipline Policy.  
Refer to the Americans with Disability Act Policy.  
Refer to the Equal Employment Opportunities Policy.

## Section 02.08 ■ Records Confidentiality, Retention, and Destruction

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with all federal and state laws related to the confidentiality of records and the retention and/or destruction thereof. Further, the City ensures compliance with the Alabama Department of Archives and History Local Government Records Commission. Refer to <https://archives.alabama.gov/manage/local/records-commission.aspx> for additional information.

This policy shall not restrict, infringe upon, or otherwise limit an employee's right to engage in protected concerted activity under state or federal law, including the National Labor Relations Act.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Refer to the Records Destruction Act for municipalities set out by Local Government Records Commission for definitions.

### Section Details

#### 02.08.01 Public Records

The City Clerk is the official record keeper of the City's public documents. No public record may be disseminated to any person without proper authority of the City Clerk.

#### 02.08.02 Confidentiality of Records

Employees are the creators and custodians of many types of information. Such information may relate to employees, citizens, vendors, visitors, and others. Employees are expected to comply with applicable legal, contractual, and policy obligations to maintain the confidentiality of such information, protect it from improper disclosure, and protect the privacy interests of individuals. To meet these responsibilities, employees are expected to follow document preservation and retention guidelines and maintain data security using electronic and physical safeguards.

#### 02.08.03 Confidentiality of Employee Records

Many of the records that the City maintains, including some information about employees, are considered confidential information and cannot be openly shared.

Unless it is required by law or there is a legitimate business reason, personnel information will not be disclosed or released. Individuals who are not employees of the City will not have access to personnel records or confidential employee information without the permission of the employee or the Executive Director - Human Resources or designee. Certain other records are the property of the City and are not available to employees.

Refer to the Access to Personnel File Policy for information about accessing personnel records.

#### **02.08.04 Records Retention and Destruction**

The retention of certain records must comply with the retention schedules identified by the Alabama Department of Archives and History Local Government Records Commission. Refer to <https://archives.alabama.gov/manage/local/records-commission.aspx> for additional information.

#### **02.08.05 Records Retention and Destruction Procedure(s)**

Contact the City Clerk for a review of the Local Government Records Commission (LGRC) retention requirements.

### **Additional Provisions and/or Information**

Refer to the Access to Personnel File Policy.

## Section 02.09 ■ Solicitation

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with all federal and state ethics laws <https://www.ethics.alabama.gov/> as it relates to solicitation, advertisement, and product dissemination.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 02.09.01 Solicitation

Employees are prohibited from distributing literature or printed materials of any kind, selling merchandise, soliciting financial contributions, or soliciting for any other cause during work hours without proper authorization from a Department Executive Director and legal. In addition, employees who are not at work (e.g., those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them.

Further, this policy prohibits solicitations via City email and other technology communication systems. Employees may not distribute literature or printed material of any kind in working areas at any time.

#### 02.09.02 Solicitation Inquiries Procedure(s)

Refer to Appendix A: Section 02.

### Additional Provisions and/or Information

There are no Additional Provisions / Information applicable to this policy.

## Section 02.10 ■ Tobacco Free Environment

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to prohibit all tobacco products in any City building except in outside designated areas more than 10 feet from building entrances. The use of any tobacco products is prohibited at all times in City owned vehicles, vessels, and equipment.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 02.10.01 Tobacco Prohibited

The use of tobacco products is prohibited in any City building. Use of tobacco products is allowed only in designated outdoor areas more than 10 feet from building entrances. Tobacco products include vapor-producing electronic devices (excluding meter-dose inhalers and nebulizers prescribed by a physician).

The use of any tobacco products is prohibited at all times in City owned vehicles, vessels, and equipment.

The City also prohibits littering with remains of any tobacco products.

#### 02.10.02 Violations of Policy

Any City employee found to be in violation of the tobacco-free policy will be subject to disciplinary action.

### Additional Provisions and/or Information

Refer to the Employee Grievances Policy.  
Refer to Employee Discipline Policy.

## Section 02.11 ■ Whistleblower Protection

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with all federal and state whistleblower protection laws.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 02.11.01 Whistleblower Protection

The City of Orange Beach's Whistleblower Protection is intended to encourage, enable, and protect employees, citizens, vendors, visitors, and volunteers who report good faith concerns about suspected wrongful conduct, unethical, or illegal activity to the City. As a whistleblower, the employee is not responsible for investigating the activity or for determining fault or corrective measures.

1. Reporting Alleged Incidents: An individual who has reasonable grounds to suspect a violation of law or City policy should act in good faith and disclose that information to their Manager/Supervisor or the Human Resources Department. Individuals reporting concerns are encouraged to provide as much detail as possible to enable a full and complete investigation. Protected disclosures and investigatory records will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### 02.11.02 False Allegations

Employees who make unsubstantiated, malicious, or false allegations of wrongful conduct will not receive whistleblower protection and may face disciplinary action as referenced in the Employee Discipline Policy.

### Additional Provisions and/or Information

Refer to Employee Discipline Policy.

**Section 3: Communications**

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## Section 03.01 ■ City Communications

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure all media, communications, correspondence, and external requests for information follow standards developed by the City and facilitated by the City Clerk. In addition, it is the policy of the City of Orange Beach to ensure that graphic standards are followed as found in the City's official Graphic Standard Manual.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 03.01.01 Graphic Standards

The City of Orange Beach has specific marketing brand standards to be used for all types of City communications, including, but not limited to the City seal, logos, colors, photography, graphic elements, fonts, and messaging.

#### 03.01.02 Communications

The Public Relations Manager is responsible for promoting the City's brand but offers basic marketing needs to all City departments. Services available include design, public relations, photography, social media coverage, promotional items, media responses, etc.

1. **Media Requests:** All requests for information from the media must be forwarded to the City Administrator for approval. No one representing the City should provide information to media outlets without first seeking approval. Any dealings with media organizations must be approved through the City Administrator.
2. **Event Publicity:** To ensure adequate public coverage of the many activities at the City, employees must relay noteworthy items to the Public Relations Manager as far in advance of the event as possible. Requests for photography must also be requested as far in advance as possible.
3. **Publication Requests:** Publication dates vary for preparing copy and for mailing. A timeline for ordering and receiving items or publications can be provided by the Public Relations Manager, upon request.

4. **Branding and Promotion:** Any materials or items representing the City must follow the standards listed in the City's official Graphic Standard Manual. Materials include letters, email, publications, flyers, brochures, promotional items, business cards, news stories, web pages and web posts, etc. This will ensure the public receives consistent and accurate information on behalf of the City. Any questions regarding what materials need approval prior to dissemination need to be directed to the Public Relations Manager or Legal Department.

#### **03.01.03 Marketing and/or Media Requests Procedure(s)**

Review the City of Orange Beach Graphic Standard Manual or contact the Public Relations Manager for media or marketing requests and procedures for communication.

#### **03.01.04 Social Media**

Refer to the Social Media Policy.

#### **03.01.05 Use of City Name, City Seal, or Logo**

The City of Orange Beach does not permit the use of its name or logo in any announcement, advertisement, publication, or report if such use in any way implies the City's endorsement of any person, product, or service. The City does not permit the use of its name, logo, or likeness on social media platforms without express consent of the City Administrator or designee.

Any outside entity, firm, or its advertising agency requesting the use of pictures or facilities of the City or any likeness representing the City for any purpose or requesting the use of any copy relating to such pictures or facilities will be referred to the Legal Department for approval.

#### **03.01.06 City Seal**

The City Seal shall only be used for official communications from the City authorized by the City Administrator and/or the Legal Department.

All use of the City Name, City Seal, City or Department logos, etc. shall be in accordance with the City of Orange Beach Graphics Standard Manual.

#### **03.01.07 Employee Communication and Standards of Behavior**

Employees are expected to demonstrate moderation, restraint, and civility in interactions and communication with co-workers, citizens, vendors, and visitors and, in general, to serve as ambassadors for the City in all behavior and demeanor. Refer to the Standards of Behavior Policy.

Employees may not represent their political beliefs or positions on political matters to be those of the City of Orange Beach, City employees, or to falsely assert or imply that their political activities or positions are endorsed by or undertaken in the name of the City of Orange Beach

officials.

All employees will be subject to disciplinary action if their conduct relating to use of technology or online resources violates applicable City policy statutory, or regulatory provisions governing employee conduct or the protection of confidential information; or if it impairs the employee's job performance or effectiveness in the work setting whether or not their conduct is specifically addressed in these guidelines.

#### **03.01.08 Harassment/Discrimination**

The City of Orange Beach and all efforts and materials developed within are expected to refer to and follow the City's Harassment, Nondiscrimination, and Sexual Harassment Policy.

#### **Additional Provisions and/or Information**

Refer to the Harassment, Nondiscrimination, and Sexual Harassment Policy.

Refer to the Standards of Behavior Policy.

Refer to the Social Media Policy.

## Section 4: Facilities and Vehicles

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## Section 04.01 ■ City Vehicles and Vessels

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to maintain a fleet of vehicles and vessels for official use.

No employee may operate any City vehicle or vessel without authorization and proper licensing. The Human Resources Department will conduct a background check prior to authorization. Only employees and other authorized people are permitted to be passengers in a City vehicle/vessel as set out herein.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 04.01.01 Types of City Owned Vehicles

1. **Assigned Vehicles:** City-owned vehicles assigned to employees to be driven to and from work. Department Executive Directors with the approval of the City Administrator are responsible for making such assignments, based on need. The determination as to which classification a vehicle falls within and the value of the vehicle to the individual/operator as additional compensation is based upon the following:
  - a. Emergency vehicles are those assigned to or exclusively used by Police Department personnel or Fire Department personnel. Operators of vehicles in this classification are not subject to any personal income tax liability or fuel reimbursement charges for commuter use. All vehicles assigned to personnel in either the Police or Fire Department are categorized as Emergency vehicles.
  - b. Administrative vehicles are those assigned to individuals that have managerial and operational responsibilities, whose duties require mobility and that are subject to response in critical and emergency situations. Operators of administrative vehicles that are driven home will be subject to a tax liability equal to a prorated lease value and reimbursement of fuel for commuter use based upon the following:
    - 1) Prorated Lease Value - for the City the prorated lease value will be determined by the IRS Annual Lease Value Table (based upon the fair market value of the

vehicle) and the ratio of total annual/quarterly miles driven relative to the annual/quarterly miles driven commuting from the place of residence to the work place. The prorated lease value will be adjusted every forty eight (48) months or upon vehicle replacement.

- 2) **Fuel Reimbursement** - individuals who commute in Administrative vehicles will be required to reimburse the City for fuel consumed when commuting. In circumstances where the employee with a take-home vehicle is not restricted to personal use (i.e., City Administrator), he/she will be required to keep a log of all personal usage – to be turned in quarterly. At the end of the quarter, the personal use miles will be divided by the total miles driven in that vehicle to determine the “personal use percentage” of that vehicle. The personal use percentage will be multiplied by the Annual Lease Value (as defined in IRS Pub. 15-B) to determine the amount that must be added to that employee's taxable income. This amount will also be included in the cost of gas and toll bridge fees.

**NOTE:** This policy will not result in the receipt of additional take-home pay. Rather, it will result in the employee being taxed on their use of the vehicle, which such tax being based on the percentage of personal use of the vehicle.

2. **Not Assigned Vehicles:** Service vehicles are those specially designed or equipped to perform construction or repair services and the operator is on 24-hour call-out. Operators of vehicles in this classification are not subject to any personal income tax liability.
3. **On-Call Vehicles:** Departmental Vehicles that are temporarily assigned to an employee for use during an on-call period to ensure the response of an employee to an emergency or other after hours call for service and requires take home responsibility. The Department Executive Director shall assign this classification and the assignment is subject to City Administrator or designee review.
4. **Employees Residing in Excess of Twenty Miles:** Employees residing more than twenty (20) miles in a straight line from the City limits having an assigned vehicle must obtain written approval of the City Administrator prior to utilizing the vehicle for daily commute.

#### 04.01.02 Vehicle/Vessels Accidents and Incidents

**NOTE:** Any employee involved in an accident MAY at the discretion of their Manager/Supervisor or Department Executive Director have their driving privileges suspended or revoked.

1. **Reporting Accidents and Incidents:** If an employee or passenger is involved in an accident or other incident while driving a City vehicle/vessel, the employee or passenger must immediately contact their Manager/Supervisor or Department Executive Director and follow the appropriate procedures referenced below.

An Accident Report Form (AMIC Insurance) must be completed for all accidents and Incidents involving a City vehicle or vessel.

**NOTE:** Refer to the Workers Compensation Section of the Employee Benefits Policy for reporting all work related accidents.

2. **Traffic Accidents and Offenses:** Employees will promptly report any traffic accident, boating accident, citation, ticket, arrest, or charge occurring or received while operating City vehicles or vessels in the line and scope of employment.
  - a. Employees shall immediately notify the Police Department and their Manager/Supervisor and submit a completed Accident Report Form (AMIC Insurance) to the City Clerk's office within 24 hours.
  - b. Employees shall remain at the scene and await the arrival of police. All exchanges of information will be handled by police department personnel according to their standard operating procedures.
  - c. After a vehicle accident, City shop personnel at Public Works shall perform a safety inspection of the vehicle before the vehicle is used again.
3. If the incident involves the custodial arrest of the employee, driving or operating a vehicle or vessel under the influence, reckless driving, an accident with injury to any person, or otherwise involves an incident that may indicate it is unsafe for the employee to continue operating the vehicle or vessel, the employee shall immediately cease operating the vehicle or vessel and shall contact his or her Manager/Supervisor for instructions or assistance.

#### **04.01.03 Employee Responsibilities**

Employees are responsible for notifying a Manager/Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, in need of repair, or lost. Prompt reporting of damages, defects, and need for repairs could prevent deterioration of the equipment and prevent possible injury to employees or others. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

#### **04.01.04 Disciplinary Action for Violation of City Vehicle and Vessel Policy**

The improper, careless, negligent, destructive, unsafe use or operation of equipment and vehicles/vessels is prohibited. Misuse of vehicles/vessels may result in disciplinary action, up to and including separation from employment.

#### **04.01.05 Use of City Vehicles or Vessels**

1. Employees not assigned a vehicle for long term use must sign out a vehicle for each use. Individuals who are assigned a vehicle for long-term projects do not need to obtain approval each day.
2. All drivers of City vehicles/vessels must be age 18 or older and hold a valid driver's license.
3. Employees shall not operate City vehicles or vessels in an impaired condition or at any time physical conditions render his/her operation unsafe. An employee must report to their Manager/Supervisor or the Human Resources Department the use of medications (over the counter or prescribed) that may impair his/her ability to ensure the safe

operation of an assigned vehicle as well as any action or advice by any physician or other healthcare provider indicating that it would be unsafe for the employee to operate a vehicle or vessel.

4. Employees operating City-owned vehicles/vessels must maintain and carry at all times a valid driver's license for the class of vehicle being operated.
5. Employees will not operate City vehicles/vessels in such a way as to cause public criticism or nuisance. This includes vehicles/vessels parking when not in use.
6. Drive-Home Vehicles and On-Call Vehicles shall be parked off-street, when possible.
7. If a City-owned vehicle is involved in an accident, the employee should follow the procedures set forth in this policy.
8. Employees may only allow authorized passengers in a City vehicle/vessel. Authorized passengers are:
  - a. Other City employees, officers, and elected officials.
  - b. Non-employees necessary to accomplish the effective execution of official duties.
  - c. Immediate family members of the employee with a signed release.

The Department Executive Director may authorize specified exceptions to this policy. These exceptions must be in writing.

A non-employee permitted to accompany an employee in a City vehicle/vessel must sign a release of the City and its agents.

9. An employee assigned or authorized to drive a City-owned vehicle/vessel shall take the safest route to and from all jobs; utilize the most practical size vehicle to accomplish the job, and minimize excessive trips.
10. Take home vehicles should be fueled at the City's fueling station, whenever practical. Reimbursement for any other fuel purchase may be denied.
11. City vehicles/vessels shall only be used to accomplish the official needs of the City. In the course of official use, the following limited personal uses may be accommodated as authorized by the Department Executive Director.
  - a. Commuting to and from the employee's residence for official duties as applicable to employees assigned/authorized a take home or full time use vehicle.
  - b. Necessary incidental stops on an authorized route of travel.
  - c. To and from a meal or authorized break during the employee's working hours.
  - d. To and from a personal medical or dental appointment while commuting or during the employee's working hours.

#### 04.01.06 Vehicle Maintenance and Operation

Employees operating assigned City vehicles are expected to care for and properly maintain those vehicles. All vehicles must receive regularly scheduled preventive maintenance. No compensation will be made for any maintenance performed off duty.

1. An employee shall inform his/her immediate Manager/Supervisor in writing of any vehicle/vessel condition that may present a safety hazard and shall not operate the vehicle until cleared by qualified personnel. The Public Works Department has the responsibility and authority to remove any vehicle from service that is unsafe and/or in need of maintenance or repair.
2. All City-owned vehicles/vessels will be locked when unattended.
3. City-owned vehicles/vessels will not be left running while unattended.
4. An employee assigned to drive a City-owned vehicle/vessel shall be responsible for the appearance of the vehicle/vessel by ensuring that its exterior is periodically washed and its interior is vacuumed or swept out regularly and is kept free of accumulated trash.

#### 04.01.07 Vehicle/Vessel Use Safety Rules Applicable to All Employees

1. **Rule 1:** All City employees operating City vehicles and vessels must comply with all traffic laws (including, but not limited to, use of safety belts, use of cellular telephones, speed limits, following signs and signals, stopping at stop signs, parking zone restrictions, etc.).
2. **Rule 2:** Each day a City vehicle is used, the operator shall inspect the vehicle to ensure safe operation prior to operating the vehicle (including checking for operable lights, properly inflated tires, operable windshield wipers, operable turn signals, etc.).
3. **Rule 3:** Employees driving City vehicles shall limit cell phone use when operating the vehicle. The City prohibits all nonemergency outgoing phone calls, the use of text message, and email features while driving.
4. **Rule 4:** No employee shall carry gasoline or other flammables in the trunk or passenger area of vehicles.
5. **Rule 5:** All City vehicles must be kept neat and clear of debris and objects that could impair driving or create dangerous foreign object debris in an accident.
6. **Rule 6:** Employees shall ensure the vehicle's motor is not running when the vehicle is being fueled. Smoking is not allowed during fueling.
7. **Rule 7:** Tailgates shall be up and locked any time the vehicle is in motion or properly flagged if carrying a load requiring the tailgate to be open / down.
8. **Rule 8:** Cargo, tools, and equipment must be properly secured, any overhangs are properly flagged (with a red flag by day and a red light by night).

9. **Rule 9:** No City vehicle shall be left unattended with the key in the ignition or anywhere in the vehicle (except for City emergency vehicles when authorized by departmental policy).
10. **Rule 10:** Drivers must make sure fire extinguishers are kept in each City vehicle, and they are fully charged. (Check the indicator for full/empty charge.)
11. **Rule 11:** All employees who drive City vehicles must maintain a strong driving record for City insurance purposes and driving record(s) shall be periodically checked by the City Clerk's office as managers of the City's insurance policy.
12. **Rule 12:** Smoking and use of tobacco products is prohibited in any City vehicles.

#### **04.01.08 Prohibited Practices**

The following practices or activities are specifically prohibited, and any violation will result in applicable disciplinary or legal action:

1. The operation of a City-owned vehicle/vessel while under the influence of alcohol or any other drugs or medication which may impair the ability to safely operate a vehicle/vessel.
2. The transportation of alcohol or any unauthorized drugs in a City-owned vehicle/vessel with the exception of Public Safety vehicles/vessels.
3. Except as otherwise provided for in this Policy, the personal use of City-owned vehicle/vessel.
4. Operating a City-owned vehicle/vessel in violation of any traffic regulations.
5. Operating a City-owned vehicle/vessel in a careless or negligent manner.
6. Affixing or permitting the placement of a bumper sticker or advertisement of any kind on a City-owned vehicle/vessel unless the placement is authorized by the City Administrator.
7. Employees are expressly prohibited from making any cosmetic or mechanical modifications to any City owned vehicle without the approval of the City Administrator. The City Administrator reserves the right to remove any or all modifications that may impair the vehicles safety or usefulness and/or cosmetic changes that are not in keeping with City policy.
8. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.
9. Operating a City-owned vehicle/vessel or a personal vehicle on City business when the employee's physical condition, with or without medication, is such that the employee is unable to ensure the safe operation of an assigned vehicle/vessel.

#### **04.01.09 Regulation, Suspension, and Removal of Driving / Operating Privileges**

1. **Regulation of Driving/Operating Privileges:** Managers/Supervisors may regulate the

driving and operating privileges of any employee at any time to protect the employee or the public, including without limitation:

- Suspending an employee's authority to operate a vehicle or vessel in the line and scope of employment.
- Limiting the geographic area, time, or circumstances under which an employee may operate a vehicle or vessel.
- Imposing conditions on an employee's authority to operate a vehicle or vessel.
- Allowing an employee to operate a vehicle or vessel with periodic review.
- Any other measures, including disciplinary action.

2. **Suspension of Driving Privileges:** Employees may be suspended from operating vehicles or vessels under the following circumstances:

- a. The employee is taken into custody by law enforcement officers for a traffic or operator's offense occurring while the employee is driving a City vehicle or operating a City vessel. In such cases, the suspension will continue until the employee's eligibility is determined in accordance with this policy.
- b. The Alabama Department of Public Safety or any other federal or state agency takes any adverse action making it unlawful for the employee to operate the type of vehicle or vessel the employee is assigned on the job, including without limitation any suspension, revocation, or cancellation of such license or operating / driving privileges. In such cases, the suspension will continue until the adverse action against the employee's driver's or operator's license or privilege ceases.
- c. Any action or advice by a physician or other healthcare provider indicating that it would be unsafe for the employee to operate a vehicle or vessel. In such cases, the suspension will continue until either the same healthcare provider certifies in writing that it is no longer unsafe for the employee to operate a vehicle or vessel, or until a healthcare provider approved by the City certifies in writing that it is no longer unsafe for the employee to operate a vehicle or vessel based upon medical condition.
- d. Any other circumstance arising that indicates it may be unsafe for the employee to continue operating a vehicle or vessel. In such cases, the suspension shall continue until it is safe for the employee to resume operating a vehicle or vessel.

Managers/Supervisors shall take immediate action to inform an employee in writing that he/she shall not operate a City vehicle or vessel, until further notice. Managers/Supervisors shall then promptly notify the Human Resources Director who will initiate any necessary investigation and/or take appropriate disciplinary action.

### **Additional Provisions and/or Information**

Refer to the Employee Discipline Policy.

Refer to the Travel and Travel Related Expenditures Policy.

## Section 5: Finance

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# Section 05.01 ■ Employee Financial Reimbursements

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

## Policy and Purpose

It is the policy of the City of Orange to reimburse employees for job related expenses in compliance with federal and state laws as approved in advance by the Department Executive Director and Finance Department procedures.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 05.01.01 General Employee Expense Reimbursement

Employees may be reimbursed for some allowable non-travel expenses such as professional credentials or certifications, licenses (for example, Commercial Driver Training), or job related memberships. To be reimbursed, the expense must be approved by the Department Executive Director prior to incurring the expense. Employees should refer to the Finance Department for reimbursement procedure requirements including timelines, authorization forms and expenditure documentation prior to incurring an expense. Reimbursement will only be made for allowable expenses with proper approvals and documentation submitted within the established deadline.

### 05.01.02 Reimbursement for Supplemental Training

Refer to Policy 07.01.14.

### 05.01.03 Travel Reimbursements

Refer to Policy 05.02.

### 05.01.04 Tuition Reimbursement

Refer to Policy 07.01.15.

### 05.01.05 Employee Financial Reimbursements Procedure(s)

Refer to Appendix A: Section 05.

## **Additional Provisions and/or Information**

Refer to the Employee Benefits Policy.

Refer to the Travel and Travel Related Expenditures Policy.

## Section 05.02 ■ Travel and Travel Related Expenditures

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to fund approved official travel. Official business must be approved in advance by the City Administrator. Employees are required to use the departmental City credit card for travel expenses unless otherwise authorized by the Department Executive Director. Travel Expense Report Form and accompanying documentation for payment of travel expenses should be submitted within seven (7) business days after completion of the trip. Extensions for submission of the Travel Expense Report Form may be granted by the Departmental Executive Director.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 05.02.01 Automobile, Air, and Other Transportation Expenses

Travel must be via the most reasonable route possible. Routes must be approved by the Department Executive Director with justification included on the Travel Request Form. All travel should be as conservative as circumstances permit.

Employees should utilize City vehicles for official travel, when possible, unless travel by private vehicle is approved in advance by the City Administrator. City vehicles may be used only for official travel. If a personal vehicle is used, the traveler shall be reimbursed at fifty percent (50%) of the current federal per mile rate. If a City vehicle is not available, the employee will be reimbursed at the current federal per mile rate. Only mileage necessary for official business is reimbursable.

When transportation is by City vehicle, all operating expenses incurred such as gas, oil, and repair bills are allowable expenses. In the use of personally owned vehicles, all operating expenses such as gas, oil and repairs are included in the authorized mileage allowance.

If the destination is at such a distance as to necessitate air, bus, train or boat travel, the rental of an automobile and insurance thereupon, is an allowable expense.

Tolls, ride share charges, parking charges, and luggage storage expenses are allowable expenses.

Employees shall not drive more than eleven (11) hours per twenty-four (24) hours. A thirty (30) minute break is required after eight (8) consecutive hours of driving.

#### **05.02.02 Lodging Expenses**

Reimbursement for lodging is an allowable expense. If a room is shared with someone other than an authorized City traveler, any additional cost associated for that person is not an allowable expense.

#### **05.02.03 Meal Expenses**

Meal expenses during official travel are allowable expenses with itemized receipts not to exceed the federal per diem meals and incidentals (M&I) rate for the location traveled. Meals on days of travel shall not exceed 75% of the federal daily per diem rate. Only authorized City traveler meals are eligible. Tips for service will not exceed twenty (20%) percent of the cost of the meal and are included in per diem calculation. Refer to the Federal Per Diem rate schedule at [www.gsa.gov/travel](http://www.gsa.gov/travel).

While attending a conference with included meals, no separate claim will be allowed for the meal (i.e., when a banquet or luncheon is provided within the conference fee).

Meals within Baldwin County are not allowable travel expenses but may be reimbursed pursuant to Section 05.01 - Employee Financial Reimbursements, with prior approval for official purposes (attending professional luncheons as a City representative).

#### **05.02.04 Entertainment Fees**

Expenditures for entertainment including, but not limited to, golf tournaments, theatre tickets, local attraction admission tickets, pay per view television, laundry, alcoholic beverages, etc. are personal charges and are not allowable expenses.

#### **05.02.05 Travel by Non-Exempt Employees**

A non-exempt employee who travels on City business by way of public transportation (e.g., airplane, bus, train, boat, etc.) for one (1) day will not be paid for time spent travelling from his or her home to the public transportation but will be paid for all other travel time (except time spent for meals while traveling).

Non-exempt employees who drive overnight are considered working all the time they are driving. Where such employees travel overnight on business (for more than one (1) day), they will be paid for time spent travelling, except for time spent for meals, during their normal working hours on their non-working days, such as Saturday, Sunday and holidays, as well as on their regular working days. Travel time as a passenger on an airplane, train, boat, bus or automobile outside of regular working hours is not considered work time. If an employee drives a car without being offered public transportation, then this travel time is

considered working time. **NOTE:** A City vehicle is not considered public transportation.

#### **05.02.06 Travel Reimbursement**

A City Travel Expense Report Form must be used for all reporting of travel expenses. Receipts are required. Each employee must file a separate claim for reimbursement.

#### **05.02.07 Travel Expense Approval and Reimbursement Procedure(s)**

Refer to Appendix A: Section 05.

### **Additional Provisions and/or Information**

There are no Additional Provisions / Information applicable to this policy.

DRAFT

## **Section 6: Health Safety and Security**

DRAFT

## Section 06.01 ■ Safety and Security

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the intent of the City of Orange Beach to provide a safe workplace while on City property or while conducting City business.

The Safety Coordinator and/or designee, in coordination with the appropriate Department Executive Directors or their designees, shall be responsible for effectively implementing and enforcing the policies of the City's Safety Programs, including, but not limited to, safety inspections, accident investigations, and the establishment of safety standards for employees, equipment, and facilities.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 06.01.01 Building Security

All City buildings are open during normal hours of operation. All buildings will be secured as soon as possible after the offices close.

City facilities may not be used for personal benefit. To do so may violate Alabama Code of Ethics.

Specific usage guidelines may be found in the usage policies for the specific facility.

#### 06.01.02 Access to City Property After Hours

City facilities are open to authorized persons during normal hours of operation. After regular operating hours or when a City facility is closed, authorized personnel may utilize City facilities for official purposes with consent of the Facility Manager or Department Executive Director.

#### 06.01.03 Disturbances on City Property

Report all disturbances to City Police. **NOTE:** For emergency situations, dial 911.

#### 06.01.04 Emergency Notifications to Employees

1. **Notifications:** Employees at the City of Orange Beach will be notified of emergencies, inclement weather, and other safety messages through the City's email and Department Executive Director notification. The situation will be monitored, and City officials will determine the type of notice, if any, that will be sent.

Any type of emergency notification or timely warning will include pertinent information for the City response or awareness of the current situation. Information included in notifications will not compromise any criminal investigation but will include information to allow individuals to respond appropriately. Evacuation or lockdown information may also be included should the situation require.

The City, without delay, and taking into account the safety of the community, determines the content of the notification and initiates the notification system, unless issuing a notification will, in the professional judgment of responsible authorities, compromise efforts to assist a victim or to contain, respond to or otherwise mitigate the emergency.

- a. **Emergency Weather Notifications:** The Emergency Management Coordinator or City Administrator has the responsibility of issuing an alert. The Emergency Management Coordinator monitors weather and City situational analysis; the Police Department monitors the safety and security of the City; and the City Administrator communicates with the City community to stay aware of developing situations. The Mayor is notified and informed of situations throughout the lifetime of the occurrence(s).

#### 06.01.05 Emergency Resources and Law Enforcement

1. **Emergency Assistance:** In all emergency situations (medical, active shooter, fires, etc.), call 911 for emergency assistance. The fire or police department must be notified in the event of a triggered alarm.
2. **Accidents (Reporting):** Call 911 for emergency medical assistance. After the incident, the Fire and/or Police Chief will contact the City Administrator to report the incident.

**NOTE:** Refer to the Workers Compensation Section of the Employee Benefits Policy for reporting all work related accidents.

#### 06.01.06 Inclement Weather

In cases of inclement weather, the City will announce closure through email, Department Executive Directors, as well as through the City's website.

1. **Emergency Closures:** The City may close (or suspend operations) in emergency situations that include, but are not limited to, inclement weather and emergency conditions such as a power failure, fire, and other situations which create an undesirable and/or unsafe environment for employees. Essential employees may be required to work during an emergency closure.

2. **Temporary Adjustments to Work Schedules:** The City may set alternative work hours due to special circumstances such as early morning or midday closings or delayed openings due to inclement weather. When hours are modified due to an emergency or weather situation, the City will notify all employees through the City's website and/or employee email. Employees are responsible for checking these media when they suspect inclement weather or other conditions may affect the City's operation.
3. **Emergency Operations Plan:** Refer to the Emergency Operations Plan (EOP) for additional information regarding severe weather. All emergency management command team are required to participate in FEMA training. Contact the Emergency Management Coordinator for additional information.

#### 06.01.07 Safe Environment

The City of Orange Beach works to provide a safe environment for employees and citizens. A person who is not an employee of the City, who is not authorized by employment to be on City property, or who does not have legitimate business purpose on the City property, or any other authorization, license or invitation to enter or remain at the facility or on the property, or anyone who is committing any act tending to interfere with the normal, safe, orderly, peaceful or efficient conduct or activities of such facility or property, may be directed to leave the property by an official of the City or a member of the Orange Beach Police Department. If the person fails to do so, trespass charges may be made by the City Police Department.

Persons purposefully threatening the safety of others on City premises may be subject to immediate removal from the premises and/or prosecution under the law.

1. **Employee Responsibilities:** To ensure both safe and efficient operations, the City of Orange Beach expects and requires all City employees to display common courtesy and to always engage in safe and appropriate behavior while performing official duties or while on City property. Any involvement in acts or threatened acts of violence, including hostile behavior, physical or verbal abuse is considered unacceptable behavior that violates this standard of appropriate behavior.

All employees are to maintain an alert attitude toward all aspects of safety and shall be required to take every precaution in the prevention of accidents to themselves, fellow workers, and the public. Employees shall immediately notify their Manager/Supervisor of any potentially dangerous work site or procedure. Employees are expected and required to comply with all safety and health standards, rules, and regulations. Violations of safety standards, rules, and regulations, or accidents resulting due to negligence of an employee shall subject the employee to disciplinary measures.

Employees are responsible for their conduct on City property, whether they are on or off duty. Rules of conduct and behavior expectations also apply when employees are traveling on City business as well as any time employees are performing official duties or are otherwise representing the City of Orange Beach on or off City premises.

2. **Department Executive Director Responsibilities:** Department Executive Directors shall be responsible for ensuring compliance with all safety policies and procedures. All employees must cooperate with and assist the Safety Coordinator and/or designee.

3. **Supervisor/Manager Responsibilities:** Each Manager/Supervisor shall be responsible for the safety education and training of their direct reports toward the safe execution of their jobs and shall provide on a continuous basis appropriate safety instruction to all employees.

The Manager/Supervisor shall be responsible for continuous review of work sites and procedures to ensure against potentially hazardous conditions.

The Manager/Supervisor shall enforce all safety rules and regulations, ensure that all accidents are reported according to procedure, and shall conduct periodic meetings with employees regarding safety.

4. **Retaliation Prohibited:** Retaliation in any form against an individual who exercises his or her right to make a complaint under this policy, or who provides information in the investigation of a complaint, is strictly prohibited and will result in appropriate disciplinary action up to and including separation from employment.

#### **06.01.08 Searches and Inspections**

To ensure security, the City reserves the right to conduct searches of City property, including workstations, desks, file cabinets, lockers, City vehicles (and all enclosed containers), and similar areas. This extends to all City owned computers (email and Internet), telephones (voice messages, texts, and call logs), and electronic devices (smart phones/tablets). The City may conduct searches at any time. Any items violating City policies or creating a health or safety risk may be confiscated.

The City reserves the right to deny entrance to any employee and/or visitor who refuses to cooperate with a request to search personal possessions. Individuals who refuse to cooperate may be subject to discipline.

#### **Additional Provisions and/or Information**

Refer to the Employee Benefits Policy.  
Refer to the Employee Grievances Policy.  
Refer to the Emergency Operations Plan (EOP).  
Refer to the Employee Discipline Policy.

## Section 06.02 ■ Employee Safety Rules

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange to ensure the safety of its employees.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 06.02.01 Safety Policy Responsibilities

The Safety Rules in this policy are not all inclusive. All employees of the City of Orange Beach are expected to use sound judgment, safe work practices and are expected to always remain alert of the environment and safety conditions. Employees are expected to adhere to the Policies and Procedures Manual and specific departmental policies regarding their duties. All employees should follow the safest work methods possible.

The Department Executive Director shall ensure that each employee has reviewed the revisions and shall complete and submit the required administrative forms.

The Safety Committee shall review any proposed changes to the content of this Safety Manual at each monthly meeting. The Safety Committee shall ensure that any proposed changes are considered for approval in a timely manner.

#### 06.02.02 Management Responsibilities

1. **Rule 1:** Department Executive Directors and Managers/Supervisors shall be familiar with all safety rules, shall be a good example of safety in all their practices, and shall enforce all safety rules with their subordinates.
2. **Rule 2:** Department Executive Directors have ultimate responsibility for their department's safety practices and safety records and must direct all employees (including part-time and temporary employees) in review of this policy.
3. **Rule 3:** Each Department Executive Director shall appoint a Safety Committee member to serve on the Committee to recommend safety policies, review and update existing safety policies, review accidents and establish methods to prevent accidents, injuries and

damage to equipment. The Department Executive Director shall work closely with his/her department's Committee member to ensure all necessary safety rules are developed, maintained and enforced.

4. **Rule 4:** Department Executive Directors shall ensure that safety meetings are held for all employees once a month. They shall document attendance, date, time and issues covered and submit it to the Safety Coordinator for tracking and filing.
5. **Rule 5:** Department Executive Directors shall issue safety equipment where necessary, shall provide proper tools to prevent accidents, and shall require the use of such safety equipment through written departmental Safety Rules. The Rules shall be submitted to the Safety Coordinator.
6. **Rule 6:** Department Executive Directors shall ensure that any employee who has filed two or more workers' compensation claims within a 12-month period is properly trained and follows all safety rules.
7. **Rule 7:** Department Executive Directors shall ensure that each new employee is properly trained in terms of safe performance of job tasks and shall document the date and composition of each training session.
8. **Rule 8:** Department Executive Directors shall ensure that all positions with a high likelihood of exposure to hepatitis B shall be provided hepatitis B shots (includes police officers, jailers, firefighting personnel, custodians, sewer, and sanitation workers). The process shall be managed by each Department Executive Director for their department.
9. **Rule 9:** Department Executive Directors shall ensure that each employee, including temporary and contract employees, comply with safety standards and review these set policies.
10. **Rule 10:** Department Executive Directors shall ensure that all employees are trained on AED, LifeVac, and any other applicable safety devices issued.

#### **06.02.03 General Safety Rules Applicable to All Employees**

1. **Rule 1:** For all employees, the safety of themselves and other employees is expected to be one of their utmost concerns. When employees witness an unsafe practice or condition, they are expected to bring it to the attention of the employees involved and their direct supervisor or Department Executive Director.
2. **Rule 2:** Any employee who does not understand any of the rules in this policy must consult their Manager/Supervisor or Department Executive Director for clarification.
3. **Rule 3:** Employees shall be alert and attentive while in the work environment.
4. **Rule 4:** Employees must not stand or walk under ladders, scaffolds, etc.
5. **Rule 5:** Standing on makeshift ladders, scaffolding or platforms is prohibited (including chairs, boxes, tables, etc.). When you must climb, use a step stool, ladder, or other equipment designed for that purpose. Do not climb onto chairs or other office furniture.

6. **Rule 6:** Any type of broken glass must be removed with gloves or other tools and shall not be touched with bare hands.
7. **Rule 7:** Any horseplay that could potentially cause an accident or injury is prohibited.
8. **Rule 8:** Safety devices shall not be removed from any City equipment.
9. **Rule 9:** Each department shall have a first aid kit, and the kit supplies in stock.
10. **Rule 10:** Employees shall receive LifeVac, first aid, CPR and AED training.
11. **Rule 11:** Employees shall request assistance when moving heavy or bulky items.
12. **Rule 12:** Individuals should avoid lifting any objects heavier than 30 lbs. and which cannot be easily handled by two hands. Employees should use proper lifting techniques along with the proper equipment when necessary.
13. **Rule 13:** All City vehicles, vessels, and facilities shall keep a LifeVac anti-choking device available.

#### **06.02.04 Vehicle Use Safety Rules Applicable to All Employees**

Refer to the City Vehicles and Vessels Policy for safety rules.

#### **06.02.05 Facilities Safety Rules Applicable to All Employees**

1. **Rule 1:** The use of tobacco products is prohibited in any City building except in outside designated areas more than 10 feet from building entrances.
2. **Rule 2:** All heating appliances (such as space heaters, coffee makers, hot pots, etc.) must be turned off when not in use.
3. **Rule 3:** Employees must not overload any power outlet.
4. **Rule 4:** Extension cords must be kept out of walkways and doorways.
5. **Rule 5:** Mechanical rooms should not be used for storage.
6. **Rule 6:** All employees must know the location of the facility's fire extinguishers.
7. **Rule 7:** All employees who work inside City facilities should be aware of the evacuation plan in the event of an emergency. All employees must be familiar with all building exits. The evacuation plan should be posted in a common area and inside every building.
8. **Rule 8:** All exits, hallways, walkways, and stairs shall be kept clear of any obstructions.
9. **Rule 9:** When floors are wet from mopping or rain, warning signs must be placed at these locations.

10. **Rule 10:** Employees should not overload themselves when carrying items up and down stairs. Employees should use handrails where available.
11. **Rule 11:** All employees should know the safest area of their facility in the event of severe weather.
12. **Rule 12:** All hazardous materials shall be stored properly. Employees handling hazardous materials must follow all safety precautions set forth by the manufacturer.
13. **Rule 13:** All chemicals must be stored in compliance with their respective Material Safety Data Sheet (MSDS).
14. **Rule 14:** Each Department Executive Director will designate a person who will do a weekly walkthrough of their facility. This person will do a general safety check and a specific department safety check. If any safety issues are found, it will be brought to the attention of the Department Executive Director immediately.
15. **Rule 15:** Portable heaters or fans should not be moved while in operation. All safety guidelines for the equipment should be observed. All space heaters must be Underwriters Laboratories (UL) certified and have tip over shutoff switches.
16. **Rule 16:** Safety sensitive departments shall review all work areas to compile a notebook of Material Safety Data Sheets (MSDS) for all chemicals employees may be exposed to during their work. MSDS sheets shall be obtained from suppliers and/or manufacturers of supplies containing chemicals.

Departments shall educate employees on proper handling of all chemicals. The MSDS notebooks shall be maintained and made available for all employees (and citizens using the Recreation facilities) to review upon request.

A sample MSDS sheet is on the following page.

State Chemical Manufacturing Company State Chemical Ltd.

3100 Hamilton Avenue, Cleveland, OH 44114 (216) 861:7114 1745 Meyerside Dr., Unit #1, Mississauga, Ontario L5T 1C6 (905) 670:4669

1. **CHEMICAL PRODUCT AND COMPANY IDENTIFICATION** Product Name: **SCRAM** 24 Hour Emergency CHEMTREC Number: 800:424:9300 Product Description: A Sulfuric Acid drain cleaner. MSDS Number: M00527
2. **COMPOSITION/INFORMATION ON INGREDIENTS**  
**Hazardous Ingredients CAS Number Weight ACGIH OSHA**  
Sulfuric Acid 7664:93:9 < 100% 1 mg/m<sup>3</sup> 1 mg/m<sup>3</sup>
3. **HAZARDS IDENTIFICATION**  
**\*\*\*EMERGENCY OVERVIEW\*\*\***  
Danger: Poison. Corrosive. Liquid and vapor are corrosive to skin, eyes and mucous membranes. May be harmful or fatal if swallowed.  
**POTENTIAL HEALTH EFFECTS**  
Eye Contact: Corrosive to eyes. This product can cause severe chemical burns on all body tissue. May cause irreversible eye damage or blindness. Skin Contact: Corrosive to skin. This product can cause severe chemical burns on all body tissue. May cause ulceration or dermatitis.  
Inhalation: Irritation of the respiratory tract. May cause serious damage to lung tissue and respiratory tract. Ingestion: May be harmful or fatal if swallowed. May cause severe irritation to mouth, throat and digestive tract.  
General: Prolonged or repeated inhalation may cause nosebleeds, nasal congestion, erosion of the teeth, perforation of the nasal septum, chest pain or bronchitis. Prolonged or repeated eye contact may cause conjunctivitis. Lung and respiratory disorders may be aggravated by exposure.
4. **FIRST AID MEASURES**  
Eye Contact: Promptly flush with a large amount of water for at least 15 minutes. Get immediate medical attention.  
Skin Contact: Promptly wash with soap and water and rinse thoroughly. Remove contaminated clothing and shoes. Launder clothing before reuse. Use emergency shower if available. Get immediate medical attention.  
Inhalation: Remove to fresh air. Get immediate medical attention.  
Ingestion: Wash out mouth with large amounts of water. Give large amounts of water or milk to dilute. Do not induce vomiting. Never give anything to an unconscious person. Get immediate medical attention.
5. **FIRE FIGHTING MEASURES**  
Flashpoint: None to boiling point.  
Lower Explosive Limit(LEL): NA Upper Explosive Limit(UEL): NA  
Autoignition Temperature: NA  
Flammable Properties: Contact with water can cause violent liberation of heat and splattering of the material. Do not get solid stream of water on spilled material. At high temperatures this product may decompose to yield oxygen or other gases which will increase the burning rate of combustible matter. Contact with easily oxidizable, organic or other combustible materials may result in ignition, violent combustion or explosion.  
Extinguishing Media: Water spray should be used to cool fire exposed containers. Use extinguishing media most appropriate for the surrounding fire.  
Fire Fighting Instructions: Firefighters should wear appropriate protective clothing to prevent contact with skin and eyes. Firefighters should wear a self contained breathing apparatus (SCBA) fitted with sulfuric acid cartridges to prevent contact with thermal decomposition products.
6. **ACCIDENTAL RELEASE MEASURES**  
Ventilate area. Halt spill at source, dike and contain spill. Dilute greatly with water. Neutralize with suitable reagent and wash away with large amounts of water. Dispose of in accordance with all Federal, State and Local regulations regarding waste disposal.
7. **HANDLING AND STORAGE**  
**Handling:** This product is for industrial use only. Use with adequate ventilation. Wash thoroughly after handling. Do not take internally. Harmful if swallowed. Avoid contact with skin, eyes and clothing. Avoid vapor and spray mist. Do not mix with other chemicals.  
**Storage:** Keep out of reach of children. Keep containers closed when not in use. Store in a cool, dry and well-ventilated area. Keep away from direct sunlight. Do not store with strong oxidizers or strong alkalis. Causes ignition when in contact with organic materials and nitrates, chlorates, carbides and metallic powders.
8. **EXPOSURE CONTROLS / PERSONAL PROTECTION**  
Engineering Controls: Local exhaust preferable. General exhaust acceptable if the exposure to materials is maintained below applicable exposure limits. Personal Protective Equipment:  
Respiratory: If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted NIOSH approved organic vapor/particulate respirator.  
Eye: Wear safety glasses or goggles with face shield and unperforated side shields.  
Skin: Wear chemically impervious gloves. PVC is recommended. Wear long sleeves, long pants, and apron. Other:  
An emergency eyewash station should be available in case of accidental eye contact.
9. **PHYSICAL AND CHEMICAL PROPERTIES**  
Appearance: Pink. Odor:  
Slightly acidic. Physical  
State: Liquid. pH: < 1.0  
Boiling Point: 290°F Freezing/Melting Point:  
NA Solubility in Water: Complete. Specific  
Gravity: 1.84 VOC Content: 0.0% Vapor  
Pressure: < 0.25 mm Hg Density: 15.3  
lbs./gal; 1.8 kg/L Evaporation Rate: NA
10. **STABILITY AND REACTIVITY**  
Stability: Stable  
Hazardous Polymerization: Will not occur.  
Conditions to Avoid: Do not use on aluminum or other metallic surfaces, naked flames or hot surfaces. Sulfuric acid may react violently with caustics. Water applied directly to sulfuric acid causes evolution of heat and splattering.  
Incompatibility: Contact with organic materials (such as chlorates, carbides, fulminates and picrates) may cause fire and explosion. Contact with metal may form Sulfur Dioxide fumes and flammable Hydrogen gas.  
Hazardous Decomposition Products: Toxic gases and vapors (such as Sulfuric Acid fume, Sulfur Dioxide, and Carbon Monoxide) may be released when sulfuric acid decomposes.
11. **TOXICOLOGICAL INFORMATION**  
IARC / NTP / OSHA: This product contains Cobalt Sulfate (10124:43:3) which is an IARC 2B possible human carcinogen. This product may contain Formaldehyde (50:00:0) at less than 13 ppm and o-Toluidine (95:53:3) at less than 13 ppm which are IARC 2A probable human carcinogens. This product may also contain less than 65 ppm Thiourea which is an IARC Class 3 (unclassified as to carcinogenicity to humans) carcinogen.  
**Hazardous Ingredients CAS Number LD50 LC50**  
Sulfuric Acid 7664:93:9 2140 mg/kg (oral rat) 347 ppm/1 hr. (rat)
12. **ECOLOGICAL INFORMATION**  
Sulfuric Acid is highly toxic to all aquatic and soil resident organisms.
13. **DISPOSAL CONSIDERATIONS**  
Neutralize with careful addition of Soda Ash. Do not puncture or incinerate even when empty. Do not reuse empty containers. Dispose of in accordance with all Federal, State and Local regulations regarding pollution and waste disposal. Avoid discharge to natural waters.
14. **TRANSPORT INFORMATION**  
DOT Shipping Data: Consumer Commodity, ORM:D  
Canadian TDG: Shipped in accordance with 49CFR as part of a transborder shipment authorized under Section 5.2(1) of the Canadian Transportation of Dangerous Goods. For International and Air Shipments: Sulfuric Acid, Class 8, Packing Group II, UN1830.
15. **REGULATORY INFORMATION**  
TSCA: All ingredients in this product are listed or exempt from listing on the TSCA Chemical Inventory. CEPA:  
All ingredients in this product are listed or exempt from listing on the Canadian DSL/NDL.  
Proposition 65: This product contains the following chemicals known to the state of California to cause cancer, birth defects or other reproductive harm. CHEMICAL CAS#  
Weight  
Cobalt Compounds NA  
< 0.05 ppm  
Formaldehyde 50:00:0  
< 13 ppm  
O-Toluidine 95:53:4 < 13 ppm  
Thiourea 62:56:6 < 65 ppm  
SARA 313: This product contains the following toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 (40CFR372):  
CHEMICAL CAS# Weight  
Sulfuric Acid 7664:93:9 99.85%  
HMIS RATING: HEALTH = 3 FLAMMABILITY = 0 REACTIVITY = 2 PPE = D  
WHMIS RATING: Class D, Division 1; Class E
16. **OTHER INFORMATION**  
NA = Not Available or Not Applicable  
**Read and follow all label directions and precautions before using the product. This product is intended for industrial and institutional use only. NOT FOR HOUSEHOLD USE OR RESALE. KEEP OUT OF THE REACH OF CHILDREN. While we believe that the data contained herein is factual and the opinions expressed are those of qualified experts, the data are not to be taken as a warranty or representation for which the company assumes legal responsibility. They are offered solely for your consideration, investigation, and verification. Any use of these data and information must be determined by the user to be in accordance with applicable Federal, State, and Local Laws and regulations.**  
HEALTH AND SAFETY INFORMATION: (216) 861:7114  
Completed On: June 2003 Replaces: October 2002 Completed By: Regulatory Affairs

#### 06.02.06 Safety Rules for all Office and Administrative Areas

1. **Rule 1:** When moving equipment, cords should be wrapped and secured so as not to create a hazard.
2. **Rule 2:** Desk and filing cabinets drawers should be kept closed except when being used.

#### 06.02.07 Safety Rules for Building and Fire Inspections

1. **Rule 1:** Smoking and open flames are prohibited in all facilities being inspected.
2. **Rule 2:** Wear all personal protective equipment required by your supervisor for the jobs or tasks that you perform (i.e., vests, hard hats, safety glasses, etc.).
3. **Rule 3:** Wear eye protection when working in areas where there are hazards that could cause eye injury. This includes all active framing jobs.
4. **Rule 4:** Wear gloves if there is the possibility of hand injury.
5. **Rule 5:** Wear hard hats when your work exposes you to falling objects, whenever there is a risk of striking your head against a low stationary object, or when you are in areas designated for a hardhat protection (especially above ground floor level), or any area where work is underway higher than head height.
6. **Rule 6:** Wear hearing protection if noise levels cannot be controlled to below OSHA limits. Always carry hearing protection to all commercial, industrial or institutional inspections where noise is likely to be a problem.
7. **Rule 7:** Never enter a dark area, such as an attic or crawlspace, without first checking for obstructions or hazards with a flashlight.
8. **Rule 8:** Never enter a crawlspace, attic, or other confined area without checking for harmful insects, snakes, rodents, etc.
9. **Rule 9:** Always wear protective boots when the situation requires them (i.e., walking in mud, walking around construction areas, etc.).
10. **Rule 10:** Never jump from a height that may cause injury.
11. **Rule 11:** Never attempt to access an area when it requires you to do something you consider unsafe. Require the builder to provide ramps, steps, etc. to facilitate access.
12. **Rule 12:** Do not work in the presence of hazardous, toxic or volatile chemicals without proper eye and respiratory protection.
13. **Rule 13:** If suspected harmful vapors or gases are escaping from a spill or related accident, leave the vicinity at once and notify the Fire Department.
14. **Rule 14:** Always remain reachable by your department's office by cell phone or City radio.

15. **Rule 15:** Keep all tools and other pieces of portable equipment in their assigned places when not in use.
16. **Rule 16:** Before inspecting electric wiring or gas piping, check to be sure it is not “live.”
17. **Rule 17:** Use caution when entering storm drains and inlet boxes and watch for the location of steps. Steps can be damp and slippery.
18. **Rule 18:** Watch for sharp areas in the forming of the inlet box to avoid scratches and cuts.
19. **Rule 19:** No employee shall enter a manhole unless he/she has been provided formal confined space entry training.

#### **06.02.08 Reporting Injuries Procedure(s)**

Refer to Appendix A: Section 06.

#### **Additional Provisions and/or Information**

Refer to the City Vehicles and Vessels Policy  
Refer to the Employee Discipline Policy.  
Refer to individual Departmental Safety Rules.

## Section 06.03 ■ Blood Borne Pathogens and Exposure

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to provide everything necessary (training & equipment) to ensure the safety of its employees as it pertains to the prevention of exposure to infectious diseases while working in all areas of the City. It is the policy of the City to provide a safe and healthy work environment. It is also the policy of the City to ensure full compliance with state, federal, and local requirements dealing with infectious diseases. All City employees should take reasonable precautions to protect themselves, co-workers, and the public from infectious diseases. The City shall make available to all employees who have possibility of occupational exposure the Hepatitis B vaccination series and post exposure evaluation and follow-up. Where allowed by law, the City retains the right to test employees for possible exposure to any infectious diseases.

The purpose of this exposure plan is to eliminate or minimize City employee occupational exposure to blood or other contact with possible infectious disease products. The reason for this directive is to establish guidelines for managing infectious disease issues as they relate to City employees including but not limited to the following diseases: AIDS, Chickenpox, Hepatitis A, Hepatitis B, Impetigo, Measles, Mumps, and Parasitic Infestations. Employees are responsible for reporting exposures to their Manager/Supervisors and complying with all components of the City and their respective department's Safety and Exposure guidelines. Any employee who comes in contact with any infectious disease possibility while performing his/her job as an employee should immediately report the incident to their immediate Manager/Supervisor and seek medical attention.

Further, the purpose of this policy is to provide employees with information to increase their safety on the job.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 06.03.01 Blood Borne Pathogens and Possible Exposures Rules for All Employees

1. **Rule 1:** Since blood borne pathogens can be transmitted through human blood and other body fluids, all City workers are to treat all blood and other potentially infectious

bodily fluids as if they ARE infected. The GOAL is to avoid direct contact with blood and bodily fluids.

2. **Rule 2:** Every department should ensure they have rubber gloves in the area and shall communicate with each employee where they are located. If any employee wants to help a bleeding person, they shall wear disposable gloves.
3. **Rule 3:** Every employee shall keep any open cuts, rashes and other broken skin covered and/or bandaged. Each department shall maintain a First Aid kit that shall include bandages.
4. **Rule 4:** Any related spills must be cleaned up and disposed of immediately, using thick rubber gloves and disinfectants.
5. **Rule 5:** Any equipment or surfaces contacted with blood or other potentially infectious materials must be cleaned and decontaminated.
6. **Rule 6:** Any on-the-job exposure to blood or other blood fluids must be reported promptly to one's Manager/Supervisor.
7. **Rule 7:** Carefully remove gloves inside out, with potentially contaminated side not exposed. Then the hands and forearms should be washed thoroughly with soap and hot running water for a full minute before rinsing and drying. All employees should be trained in utilizing universal precautions and proper glove removal techniques after a possible exposure.
8. **Rule 8:** If any skin is exposed to blood or bodily fluids, wash skin immediately and thoroughly with soap and hot running water for a full minute before rinsing and drying.
9. **Rule 9:** If an employee's clothing has been potentially contaminated with bodily fluids, they shall remove the clothing as soon as practical. They shall cleanse any contacted skin area (showering if necessary) prior to putting on clean clothing; and contaminated clothing should be handled carefully and either disposed of or machine laundered separately with detergent, bleach and hot water in the normal fashion.
10. **Rule 10:** If any City vehicle has been potentially contaminated with bodily fluids, the Manager/Supervisor shall be notified, and the vehicle shall be taken out of service. A "Do Not Use-- Possible Communicable Disease Contamination" sign shall be posted on the steering wheel of the vehicle; and the vehicle shall remain out of service until it has been disinfected by washing the contaminated areas with a commercial disinfectant.
11. **Rule 11:** In the event of contamination contact ORANGE BEACH Fire and Rescue.
12. **Rule 12:** Positions with a high likelihood of exposure to hepatitis B shall be provided hepatitis B shots (includes police officers, firefighting personnel and sanitation workers). The process shall be managed by each department head for each department.

## Additional Provisions and/or Information

There are no Additional Provisions / Information applicable to this policy.

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## Section 06.04 ■ Workplace Violence Prevention

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to protect its work sites from violence or the threat of violence. The City will not tolerate behavior that is perceived to be threatening or intimidating by or toward employees. Violence or the threat of violence by or against City employees is unacceptable and contrary to City values and policies.

Further, the City has adopted a “zero-tolerance” for workplace violence. All acts or threats of physical violence, including intimidation, harassment, and/or coercion between employees in the workplace or job related contacts with citizens or people outside City employment will not be tolerated.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 06.04.01 Examples of Prohibited Conduct

Specific examples of conduct that may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or his/her family, friends, associates, or their property.
- The intentional destruction or threat of destruction of personal property of others or property owned, operated, or controlled by the state.
- Making harassing or threatening telephone calls or sending harassing or threatening letters or other forms of written or electronic communications.
- The willful, malicious and repeated following of another person, also known as "stalking," and making of a credible threat with intent to place the other person in reasonable fear for his or her safety.
- Intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule that would affect the business interests of the state.
- Suggesting or otherwise intimating that an act to injure persons or property is "appropriate," without regard to the location where such suggestion or intimation occurs.
- Possession or use of firearms, weapons, or any other dangerous device in violation of State or Federal law, Court order, or other prohibition applicable to the person or place involved, whether on or off City property.

- Conduct that includes repeated verbal abuse and intimidation, profanity, or unwanted sexual comments or overtures directed at subordinates, Managers/Supervisors, co-workers, or customers.

#### **06.04.02 Application of Prohibition**

The City's prohibition against threats and acts of violence applies to all people involved in the City's operations, including, but not limited to, City personnel, contract and temporary workers, and anyone else on City property. Violations of this policy by any individual will be subject to legal action, as appropriate. Violation of this policy by any City employee may lead to disciplinary action up to and including separation from employment in accordance with the applicable law.

#### **06.04.03 Training**

The City shall provide opportunities for employees to be trained in the risk factors associated with workplace violence and proper handling of emergency situations to minimize the risks of violent incidents occurring in the workplace.

#### **06.04.04 Warning Signs, Symptoms, and Risk Factors**

**Warning Signs:** Employees should alert Managers/Supervisors of inappropriate conduct that may constitute indicators or warning signs of an individual's potential for violence such as:

- Verbalizing violent fantasies or identifying, literally or metaphorically, with violent individuals or events.
- Exhibiting, verbally or physically, excessive bitterness, intense anger, lack of empathy, social dysfunction, romantic obsession, morose depression or emotional isolation, including inappropriate physical manifestations such as hard breathing, flushed complexion, menacing expressions, or rapid, profane speech.

#### **06.04.05 Reporting Threats of Violence Procedure(s)**

Refer to Appendix A: Section 06.

#### **06.04.06 Crisis Management Responsibilities**

In all situations, if violence appears to be imminent, employees should take the precautions necessary to ensure their own safety and the safety of others.

#### **06.04.07 Fitness for Duty Evaluation**

At the discretion of the City Administrator and Executive Director - Human Resources, an employee showing symptoms of potentially violent behavior may be ordered to submit to a psychological evaluation to determine the employee's fitness for duty.

#### **06.04.08 Referral to an Employee Assistance Program (EAP)**

Where an employee suspects that another employee has work-related and/or personal problems, which may create a workplace violence issue, the employee may recommend or

request that the employee contact the EAP offered under the City's health insurance plan for counseling and support. The employee may contact the Human Resources Department for contact information.

EAP provider should be consulted for purposes of conducting a critical incident stress debriefing, should a critical incident occur. Examples of critical incidents include:

- hostage or riot situations
- serious injury or death of a coworker
- incidents involving use of force
- resident suicide or death
- catastrophic accidents
- agency negative publicity

#### **06.04.09 Discipline**

Violation of this policy by any employee may lead to disciplinary action up to and including separation from employment. Additionally, violations of the policy by anyone may result in legal action, as appropriate.

### **Additional Provisions and/or Information**

Refer to the Employee Discipline Policy.

## Section 7: Personnel

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## Section 07.01 ■ Benefits

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with the federal and state laws related to employee benefits and to provide eligible employees with benefits. Further, the City of Orange Beach is in full compliance with the Affordable Care Act (ACA) as it relates to health insurance.

### Section Scope

Most benefits under this policy apply to full time employees. Refer to each benefit for specific eligibility.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.01.01 Carry Over of Benefits for Full Time Positions

For full time positions, benefits earned in the previous position will be carried over to the employee's new position and will continue to accrue.

#### 07.01.02 Adult Fitness Center and Golf Membership

The Orange Beach Adult Fitness Center and Golf Center provide free memberships to City employees and their eligible dependents.

#### 07.01.03 Emergency Illness at Work

Officers of the Fire and Police Departments are trained in first aid and CPR. In addition, Automated External Defibrillator (AED) machines and LifeVac are available.

#### 07.01.04 Employee Assistance Program (EAP)

EAP services are available to eligible employees and their dependents at no cost. In person and online services are available including counselling services and work/life services. Refer to the [Employee Benefits Guide](#) for additional information.

1. **Eligibility:** The City of Orange Beach EAP policy applies to all full time employees and their eligible dependents.

2. **Use of EAP:** Please visit [www.eap.ndbh.com](http://www.eap.ndbh.com) to navigate services offered, locate providers in your area, access resources and materials, and much more!

### 07.01.05 Health and Prescription Drug Insurance

Health and prescription drug insurance is available to eligible employees and their eligible dependents.

1. **Eligibility:** The City of Orange Beach Health Insurance Plan policy applies to all full time and “regular part time plus ACA” employees and their eligible dependents for enrollment upon hire, during open enrollment, or due to a qualifying event.
2. **Open Enrollment:** Open enrollment is in November each year. During open enrollment, eligible employees may make changes to their insurance coverage with the effective date of January 1.
3. **Compliance with the Affordable Care Act (ACA):** The Affordable Care Act (ACA) mandates that, beginning January 1, 2014, employers with 50 or more full time employees offer “affordable” health coverage to full time employees. The ACA classifies employees as “full time” employees if they work at least thirty (30) hours per week on average over the measurement period (calendar year).
4. **Coverages and Premiums:** Employee premium rates, co-pays, and deductibles for the plan in which the employee is enrolled can be found by visiting the [Employee Benefits Guide](#).
5. **Continuation of Health Insurance Coverage (COBRA):** An eligible employee may continue their medical coverage under the terms of the Comprehensive Omnibus Business Reconciliation Act (“COBRA”) at the employee’s cost. If a COBRA qualifying event occurs, the employee will receive the required notice and instructions regarding necessary steps to continue coverage.

Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue their coverage through COBRA:

- Termination of the covered employee’s employment.
- Reduction in the covered employee’s working hours.
- Divorce or legal separation.
- Death of the employee.
- Eligibility for Medicare or loss of dependent child status under the insurance plan.

All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation of coverage through COBRA.

- 1) A covered employee or dependent must request to continue coverage within sixty (60) days of the later of the date of qualifying event or the date of the employee’s or dependent’s notification of the qualifying event, in order to maintain the right to continue coverage. Election to continue coverage is initiated by completing and returning the COBRA election form to the address on the form.
- 2) COBRA premiums will be billed by the applicable insurance provider, and the first premium will be due within forty-five (45) days of the date of election. Subsequent

premiums must be received within the terms set forth by the provider. Failure to make timely payments will result in termination of coverage without notice. COBRA continuation coverage will end for any of the following reasons:

- The City discontinues its insurance plan.
- The premium payment is not made on time.
- The person who elected continuation of coverage becomes covered under another insurance plan or Medicare.

Continuation coverage will end after eighteen (18) months if the qualifying event was termination or reduction in hours, unless the qualified beneficiary is disabled at the time of termination or reduction in hours, in which case coverage may extend to twenty-nine (29) months. In the case of divorce, separation, or death of a covered employee, continuation coverage will end after thirty-six (36) months.

#### **07.01.06 Liability Insurance**

The City of Orange Beach carries liability insurance on its employees in accordance with state law.

#### **07.01.07 Life Insurance**

Full time employees are automatically provided for life insurance coverage of \$20,000. In addition, eligible employees may purchase additional supplementary life insurance (refer to Voluntary Benefits).

#### **07.01.08 Near Site Clinic**

“Full time employees” and “regular part time, plus ACA employees” have access to primary care and health management through near-site clinics at no cost. Eligible dependents enrolled in the City’s health insurance have access to primary care and health management through near-site clinics at no cost. Refer to the [Employee Benefits Guide](#) for additional information.

**Exception to this Benefit:** Temporary/Seasonal Fire Department and Wildlife Center Interns are authorized to access a Near Site Clinic.

#### **07.01.09 On the Job Injuries (Workers Compensation Insurance)**

The City of Orange Beach provides workers’ compensation insurance that covers injuries or illnesses arising out of and occurring at work and is provided at no cost to the employee. Depending on legal requirements, workers’ compensation insurance may also provide payment for lost wages.

1. **General Provisions:** The City of Orange Beach expects all employees to perform their jobs in a safe, secure, productive, and effective manner.

Incidents that occur during rest breaks or lunch periods, accidents resulting from carelessness or violation of published safety rules, and injuries caused by the behavior of fellow employees are subject to the judgment of the workers compensation insurance carrier regarding a determination they are considered qualifying on-the-job injuries.

2. **Non-Emergency Injuries/Illnesses:** In non-emergency situations, the employee may be referred to a physician for an independent medical examination at the City's expense. The employee will receive up to twenty-four (24) hours administrative pay following a work-related accident. After that, no employee will receive compensation from the City while receiving workers' compensation benefits.
3. **Leave Accruals and Holidays:** Annual, holiday, and sick days accrue during the period in which the employee receives workers' compensation benefits.
4. **Returning to Work:** Employees returning to work after a job-related injury or illness must submit a healthcare provider's verification of their fitness to return to work.

#### 07.01.10 On the Job Injuries Procedure(s)

Refer to Appendix A: Section 07.

#### 07.01.11 Retirement – Retirement Systems of Alabama (RSA)

The Employees Retirement System (ERS) is the retirement administrator for full time employees of municipal employers in the State of Alabama under the Retirement System of Alabama (RSA). For purposes of this manual ERS may be referred to as RSA. Participation is mandatory for those eligible. Benefits in retirement depend on assigned Tier. See the RSA website ([www.rsa-al.gov](http://www.rsa-al.gov)) for full details.

1. **Eligibility:** Participation in the retirement plan is mandatory for all non-temporary full time employees through the Retirement Systems of Alabama (RSA).
2. **Retirement from RSA:** Employees are considered vested in the plan after ten (10) years of service to receive the lifetime benefit.
3. **RSA Informational Meetings:** The Human Resources Department coordinates RSA informational meetings that are held on the City's premises annually. Employees participating in RSA may attend an informational meeting using their lunch break or annual leave.
4. **RSA-1 (Defined Contribution Plan):** Full time employees may opt to have additional retirement contributions made to the RSA-1 Deferred Compensation Plan. RSA-1 Member Handbook is available on the RSA website. Learn more about RSA-1 at [www.rsa-al.gov](http://www.rsa-al.gov).
5. **Post-Retirement Employment:** Retirees who are receiving retirement benefits from the RSA and are employed with an agency that participates in the RSA are subject to limitations on the compensation they can receive without an adverse impact on their retirement benefits. Refer to [https://www.rsa-al.gov/uploads/files/Post\\_Retirement\\_Employment\\_Restrictions\\_2021.pdf](https://www.rsa-al.gov/uploads/files/Post_Retirement_Employment_Restrictions_2021.pdf) for additional information.

#### 07.01.12 Retirement Systems of Alabama (RSA) Payroll Contribution Procedure(s)

Refer to Appendix A: Section 07.

### 07.01.13 Retirement Systems of Alabama (RSA) Retirement Application Procedure(s)

Refer to Appendix A: Section 07.

### 07.01.14 Supplemental Training

Supplemental training must either improve the employee's ability to perform his or her present job or help prepare the employee for a job with the City that will demand a higher level of responsibility and skills. The City encourages and supports employees who wish to improve their job skills with professional education programs, seminars, workshops, and conferences. The City may cover registration fees, travel, and other related expenses. All supplemental training must be approved in advance by the Department Executive Director.

Registration fees for approved conferences, conventions, seminars, meetings, etc. are eligible expenses including the cost of official banquets and/or luncheons.

1. **Eligibility.** Employees are eligible for supplemental training at the discretion of the Department Executive Director.

### 07.01.15 Supplemental Training Procedure(s)

Refer to Appendix A: Section 07.

### 07.01.16 Tuition Reimbursement

To provide a means for educational development and to encourage individuals to upgrade their skills and/or educational experience, individuals meeting eligibility requirements who enroll in credit courses may have their tuition reimbursed by the City of Orange Beach. Tuition reimbursement must either improve the employee's ability to perform his or her present job or help prepare the employee for a job with the City that will demand a higher level of responsibility and skill.

1. **Eligibility.** Employees who have been in a full time status with the City for a minimum of one year and who are not in probationary status:
  - a. Who are enrolled in a degree completion program at an accredited college or university, or
  - b. Enrolled in an accredited High School Diploma or equivalent (GED) program.
2. **Tuition Reimbursement for High School Diploma or GED:** Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition they may incur.
3. **Use of Tuition Reimbursement:** The purpose of this program is to assist eligible employees attend college outside of working hours. Classes offered during the employees' work hours must be approved by the Department Executive Director and City Administrator. Department Executive Directors must include tuition reimbursement expenses for the following year during the budget process.

- a. **Approval:** Participation in the Tuition Reimbursement Program must be approved by the Department Executive Director, Executive Director – Human Resources, Executive Director - Finance, and City Administrator prior to the enrollment of any classes. The Tuition Reimbursement Form must list the actual class(es) for which reimbursement is being requested **and** the educational degree being pursued and courses required within the educational program. The reimbursement is not approved until the employee receives a fully signed copy. The City approves reimbursement on a case-by-case basis each academic term. Do not assume that a two- or four-year degree will be paid to completion.
  - b. **Limitation.** The City reserves the right to limit the number of participants in the program depending on budgeted funds available and the relation of the degree or field of study to the employee's position with the City. Tuition reimbursement is limited to receipt of a single designated degree. The designated degree may not be changed without approval of the City Administrator.
  - c. **Maximum Reimbursement:** Reimbursement is limited to \$5,000 per employee per twelve (12) month period.
  - d. **Reimbursement:** Reimbursement for tuition and related fees charged by the academic institution will be issued at the end of the academic term. Employees working toward an undergraduate or graduate degree shall receive full reimbursement for tuition and related fees in classes they successfully complete with a "B" average or higher only. The City will reimburse for tuition and related fees charged by the academic institution only. The City will not pay for books, room and board, etc.
  - e. **Resignation.** Employees who resign from their employment with the City within twelve (12) months of receiving reimbursement under this program will be responsible for repayment to the City of college-related costs paid by the City for the employee for the previous twenty-four (24) months (e.g., If a class is completed on October 1, 2019, and the employee leaves on or before October 1, 2020, then that employee must refund the City for any tuition reimbursement dating back twenty-four (24) months or October 1, 2017). Exceptions may be made with the City Administrator's approval.
4. **Tax Status:** All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service (IRS). Employees may have to report any amounts received under the Tuition Reimbursement Policy as taxable income.

#### 07.01.17 Tuition Reimbursement Procedure(s)

Refer to Appendix A: Section 07.

#### 07.01.18 Unemployment

The City of Orange Beach is a covered employer under the Alabama Department of Labor. Eligibility for unemployment is determined by the Alabama Department of Labor in accordance with applicable law(s). Details about benefits are available at <https://labor.alabama.gov/unemployment.aspx>.

### 07.01.19 Voluntary Benefits

1. **Eligibility:** The City of Orange Beach voluntary benefits policy applies to all full time employees.
2. **Dental Insurance:** The City of Orange Beach provides all eligible employees and their dependents with the opportunity to enroll in dental coverage, provided by Blue Cross Blue Shield of Alabama. You may access a list of providers for covered services by visiting the BCBS website at [www.bcbsal.org](http://www.bcbsal.org). Identification cards are provided to all enrolled participants. Refer to the *Employee Benefits Guide* for additional information.
3. **Health and Dependent Care Flexible Spending Account (FSA):** Eligible employees may enroll in a Health Care Flexible Spending Account (FSA) and a Dependent Care Account (DCA), subject to legal requirements. A flexible spending account is an IRS-approved method of paying for qualifying out-of-pocket medical or work-related dependent care expenses with pre-tax dollars. Depending on the type of plan, FSAs can help cover the cost of medical, dental, vision, and dependent care services. Eligible expenses are tracked and verified by the FSA plan administrator – WEX Health. FSA funds are required to be used by the end of the year. This plan does provide a carry-over up to a certain dollar amount which will roll over from one year to the next. A new election must be submitted each year for continued participation in FSA. For more information, please visit [www.wexinc.com](http://www.wexinc.com). Refer to the *Employee Benefits Guide* for additional information.
4. **Vision Insurance:** The City of Orange Beach offers voluntary vision coverage through Superior Vision. Refer to the *Employee Benefits Guide* for additional information.
5. **Other Voluntary Benefits:** Payroll deduction slots are limited and may change based on employee participation. Other voluntary benefits include:
  - Accident Insurance
  - Critical Illness Insurance
  - Hospital Indemnity
  - Life insurance and Accidental Death and Dismemberment (AD&D) Insurance
  - Long term disability Insurance
  - Short term disability Insurance
  - Voluntary retirement savings accounts
  - Whole Life Insurance

Refer to the *Employee Benefits Guide* for additional information. Contact the Human Resources Department for additional information at [HR@OrangeBeachAL.gov](mailto:HR@OrangeBeachAL.gov).

### Additional Provisions and/or Information

There are no Additional Provisions / Information applicable to this policy.

## Section 07.02 ■ Employment and Working Conditions

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with federal and state law related to the legal employment of individuals. Further, it is the policy of the City of Orange Beach to ensure compliance with all federal and state laws relating to employee working conditions.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.02.01 Employment Eligibility

An individual may be eligible for employment at the City of Orange Beach if they meet the required qualifications and physical demands for a specific position as described in the job description. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of the job.

In addition, applicants meeting the required qualifications of a position as reflected in the job posting must meet the conditions below to be considered eligible for employment:

1. **Compliance with the Immigration Reform and Control Act of 1986 (IRCA):** All newly hired employees are required to provide documents that establish identity and documents that establish employment eligibility. It is the policy of the City of Orange Beach that this information be received on the first day of employment to avoid the need to separate from employment any individual who cannot meet the IRCA requirement. Individuals who do not verify their work eligibility within three days of the hire date will be separated from employment. Refer to the Recruiting, Hiring, and Preboarding/Onboarding Vacant Positions for additional information.
2. **E-Verify:** The Human Resources Department performs employment eligibility verification via the US Department of Homeland Security on all new hires. Refer to the Recruiting, Hiring, and Preboarding/Onboarding Vacant Positions for additional information.
3. **Background Checks:** Any candidate selected for hire must complete a pre-employment background check. As a condition of employment, satisfactory results of a criminal

background check are required. Refer to the Recruiting, Hiring, and Preboarding/Onboarding Vacant Positions for additional information.

4. **Pre-Employment Testing:** Pre-employment testing may be required if applicable to the position. Refer to the Recruiting, Hiring, and Preboarding/Onboarding Vacant Positions for additional information.

#### 07.02.02 Employment Relationship

Continuing employment is subject to economic conditions and the needs of the City and, accordingly, is neither permanent nor guaranteed.

1. **Employment of Foreign Nationals:** The City of Orange Beach is responsible for ensuring that all employees are lawfully employed, regardless of citizenship or national origin. Therefore, if applicable, all foreign national workers must maintain any applicable requirements to work for the City and that the Human Resources Department has the most updated employment status in the employee's personnel file. Where applicable, it is the responsibility of the foreign national employee to inform the Human Resources Department of any changes in their visa status that could impact their employment.

Refer to the Recruiting, Hiring, and Onboarding Vacant Positions Policy.

#### 07.02.03 Employment Verification

The Human Resources Department will provide employment verification of an employee's job title, salary, and dates of employment when requested in writing by the employee.

#### 07.02.04 Pay Status (Employee Pay Classification)

Each job classification shall be designated as being exempt or non-exempt. The Department of Human Resources shall designate the appropriate exemption status for the job classification, after considering relevant factors and law:

1. **Exempt Employees:** In general, exempt employees are those engaged in bona fide executive, managerial, high-level administrative jobs, certain professional jobs who are paid a fixed salary and perform certain duties as governed by Fair Labor Standards Act (FLSA) as exempt. Generally, the FLSA test for exempt duties includes duties that primarily involve executive, administrative, or professional duties as defined by regulations including:
  - a. Time demands are associated with exempt positions which may require such employees to work more than the standard 40-hour workweek, including some evenings and weekends. These demands are accepted at the time of initial employment as part of the employee's duties and responsibilities. Exempt employees are not paid overtime.
  - b. Job titles do not determine exempt status. Exempt employees are not eligible for overtime pay, except when the City declares an emergency. Eligibility for overtime pay ends upon termination of the state of emergency. The City Administrator shall have authority to deny overtime hours determined unnecessary to the state of emergency.

2. **Non-Exempt Employees:** Non-exempt employees are paid for all hours worked, in accordance with the FLSA and minimum wage law. A non-exempt employee may be full-time or part-time. All non-exempt employees, whether full-time or part-time, are required to account for hours and fractional hours worked.

To understand an employee's rights as an exempt or non-exempt employee, visit the Fair Labor Standards Act website at: <http://www.dol.gov/dol/topic/wages/>.

#### 07.02.05 Determining FLSA Status Procedure(s)

Refer to Appendix A: Section 07.

#### 07.02.06 Seniority

Managers/Supervisors will consider seniority and date of request in determining annual leave (vacation) schedules, shift assignments, etc. Calculation of an employee's seniority will not include previous employment with the City.

#### 07.02.07 Employment Types

It is the policy of City of Orange Beach to ensure that individuals performing work for the City be properly classified in the appropriate employment and pay type in accordance with the federal and state laws, including IRS guidelines for worker classification as described in IRS Publication 15-A located at [http://www.irs.gov/publications/p15a/ar02.html#en\\_US\\_2013\\_publink1000169489](http://www.irs.gov/publications/p15a/ar02.html#en_US_2013_publink1000169489).

1. **Full Time Salaried and Hourly Employees:** Full time employees may be designated as either salaried exempt or hourly non-exempt based upon eligibility under the Fair Labor Standards Act (FLSA). Employees within this classification hold budgeted positions (either through operating funds or grants). If the employee is later appointed to an Officer position, that employee's Classified service time will count as continuous years of service with the City so long as there is no more than a thirty (30) calendar day break in service.
  - a. **Full Time Status:** Full time employees in this category generally work a scheduled fixed 40 hours or more per work week.
  - b. **Benefits and Leaves:** Refer to the Benefits Policy and Leaves and Time Off Policy.
  - c. **Externally Funded (Grant) Employees:** These employees are hired into positions that are funded by grants for a defined period of time. Full time employees working under a grant are eligible to receive benefits and accrue paid leaves. Non-exempt hourly employees must follow FLSA guidelines and will be paid for actual hours worked. To avoid misunderstanding, employees hired under a grant agreement will be informed of their status and conditions of employment under that agreement.

Grant-funded employment is conditioned upon the length of the grant and the funding available under the grant.

2. **Appointed Full Time Officers:** For purposes of this policy, Officers are appointed by the City Council. Full time Officers are entitled to the same benefits and service time calculations as full time employees.
  - a. **Full Time Status:** Full time employees in this category generally work 40 hours or more per work week.
  - b. **Benefits and Leaves:** Refer to the Benefits Policy and Leaves and Time Off Policy.
3. **Regular Part Time Plus the Federal Affordable Care Act (ACA):** A regular part time plus ACA employee is hired for an indefinite period of time to work at least thirty (30) hours but less than forty (40) hours per week. Part time employees are not guaranteed a regular schedule and may not work every week. If a part time employee is later employed in a full time position, his or her part time service will not count as continuous years of service with the City.
  - a. **Benefits and Leaves:** Refer to the Benefits Policy and Leaves and Time Off Policy.
  - b. **Externally Funded (Grant) Employees:** These employees are hired into positions that are funded by grants for a defined period of time. Full time employees working under a grant are eligible to receive benefits and accrue paid leaves. Non-exempt hourly employees must follow FLSA guidelines and will be paid for actual hours worked. To avoid misunderstanding, employees hired under a grant agreement will be informed of their status and conditions of employment under that agreement.

Grant-funded employment is conditioned upon the length of the grant and the funding available under the grant.
4. **Regular Part Time:** A regular part time employee is hired for an indefinite period of time to work less than thirty (30) hours per week. Part time employees are not guaranteed a regular schedule and may not work every week. If a part time employee is later employed in a full time position, his or her part time service will not count as continuous years of service with the City.
  - a. **Benefits and Leaves:** Refer to the Benefits Policy and Leaves and Time Off Policy.
  - b. **Externally Funded (Grant) Employees:** These employees are hired into positions that are funded by grants for a defined period of time. Full time employees working under a grant are eligible to receive benefits and accrue paid leaves. Non-exempt hourly employees must follow FLSA guidelines and will be paid for actual hours worked. To avoid misunderstanding, employees hired under a grant agreement will be informed of their status and conditions of employment under that agreement.

Grant-funded employment is conditioned upon the length of the grant and the funding available under the grant.
5. **Temporary/Seasonal Employees:** An employee who holds either an exempt or non-exempt position for a limited term of service. The City usually makes a temporary hire when:

- Temporary employees are employed to perform special or emergency functions, temporary work, or to be substitutes or replacements for classified, unclassified, or part time employees.
  - It is a limited assignment or project that is expected to last at least ninety (90) days but not more than nine (9) months.
  - To fill a position that involves intermittent (irregular) or seasonal (recurring annually) work schedules.
  - To augment the City's regular workforce when conditions create short-term staff shortages.
  - To fill in for an employee to ensure continuation of service during periods of high volume.
- a. If a temporary employee is hired his or her employment in temporary service will not count as continuous years of service with the City.
  - b. Temporary employees may not be transferred directly to full time or part time positions; however, they may apply for any vacancies.
  - c. Temporary employees are not eligible for employee benefits programs except as provided by law or other policies of the City set out herein.
6. **Probationary Employee:** Probationary employees are those in their first twelve (12) months of employment. This probationary period is an integral part of the training and evaluation process for each new employee and will be utilized for observing the employee's work, for making any performance or conduct assessments, and for recommending any changes or improvements to performance. Every employee must satisfactorily complete a probationary period.
- a. Probationary Employees are eligible for those benefits that are required by law. They may also be eligible for other employee benefits subject to the terms and conditions of each benefits program. Probationary Employees should contact the Human Resources Department for more information about eligibility.
  - b. The performance of a Probationary Employee may periodically be evaluated during the probationary period.
  - c. During the probationary period, the Department Executive Director, at his or her discretion, may dismiss or reassign any Probationary Employee with or without cause or notice. These actions are not subject to the Employee Grievance Policy for probationary employees.
  - d. All new hires and employees who are assigned to a different position for any reason (demotion, promotion, transfer, etc.) will serve a probationary period of twelve (12) months.
7. **Trainee:** Trainees are individuals who are hired on a full time or part time basis or promoted to a position in a higher level of qualification but who do not yet meet all the established qualifications of the higher level position.
- a. Trainees will receive a level of pay that is five (5%) percent below the minimum rate

for that position.

- b. Trainee status will count toward the probationary period.
- c. Trainee status shall not exceed one (1) year.
- d. Upon Trainee becoming fully qualified for the position, the Manager/Supervisor will certify to the City Administrator that the Trainee is fully qualified to assume and perform all responsibilities and duties of that position.
- e. Upon approval of the City Administrator, the Trainee's employment designation will be changed and his or her rate of pay adjusted to reflect such change.
- f. Trainees are eligible and participate in all applicable benefits and rights of other employees (full time, part time, probationary, etc.)

**NOTE:** The following are not considered employees of the City but may be subject to some policies within this Manual.

8. **Consultants and Independent Contractors:** The City engages the services of consultants and independent contractors (non-employees) on a short-term or temporary basis. A consultant or independent contractor is not an employee and, therefore, not eligible for benefits nor paid leave. An independent contractor:
  - Cannot be a current City of Orange Beach employee.
  - Payments from the City will be documented by the issuance of an IRS Form 1099.
  - Provides services to the City through a written scope of services that is approved by City Council.
  - Renders a service to the City for a specified time period and a specific amount of compensation.
  - Performs services in which methods used to accomplish the results are at the discretion and under the ultimate control of the contractor.

**NOTE:** *Contact the Human Resources Department and/or Legal before engaging services to determine the correct status.*

9. **Volunteers:** Volunteer workers are non-compensated individuals who provide valuable service, usually in the form of a project or event. Departments utilizing volunteers will set the expectation of non-compensation and maintain a record of volunteer hours to be reported to the Finance Department and Human Resources Department for liability insurance purposes. Volunteer workers will not represent themselves as employees of the City.

Existing City of Orange Beach employees may volunteer or otherwise perform services for the City on an unpaid basis only upon advanced approval by the Human Resources Director or Legal.

#### **07.02.08 Attendance, Absences, and Absence Management**

1. **Attendance:** All employees are advised of expected work hours on or prior to the first day of employment. All employees are required to report for work at the designated time

and remain on duty in accordance with the schedule established by the Department Executive Director.

Employees must notify their Manager/Supervisor when they are unable to report to work on time. Prompt notification is required and will occur within fifteen (15) minutes of the designated time for work to begin. If the Manager/Supervisor cannot be reached, calls will be directed to designees, as assigned by the Manager/Supervisor.

In the event an employee becomes ill at work or a personal need arises requiring the employee to leave work, the employee must inform the Manager/Supervisor of the situation as soon as possible. Absences without notice may be categorized as unexcused.

Excessive, unexcused absences may result in disciplinary action.

2. **Extended Illnesses or Injuries:** For illnesses or injuries that exceed three (3) calendar days. Managers/Supervisors must contact the Human Resources Department for Family Medical Leave Act (FMLA) determination. Refer to the FMLA section of the Leaves and Time Off Policy.
3. **Excessive and/or Patterned Absences:** Absences of three (3) consecutive workdays or more without calling, and the absences do not qualify for a job protected leave, may result in separation of employment by reason of job abandonment.

Unexcused absences may be disciplined. Employees will follow their department's policy for requesting leave.

#### 07.02.09 Absence Management - Timekeeping and Time Off Requests

1. **Timekeeping:** All employees in non-exempt positions pursuant to the Fair Labor Standards Act (FLSA) complete a timesheet and submit by the pay period due date.

Employees are responsible for reviewing their time and making sure all time entry is accurate prior to Manager/Supervisor's review and approval.

Falsifying one's attendance or absence record in any way will result in disciplinary action, up to and including separation of employment.

2. **Time Off Requests (Absence Management):** Leave requests for paid leave must be submitted by the pay period due date for the period in which the leave was taken. Time and leave management reports are entered into City's Time and Attendance system.

If utilizing unpaid leave, a leave request must be completed and submitted.

Time off must be taken in the appropriate increments (refer to the Paid Leaves and Time Off Policy and Unpaid Leaves and Time Off Policy).

3. **Meals and Breaks:** It is the policy of the City of Orange Beach to ensure compliance with all Federal and State law as it relates to employee breaks.

#### 07.02.10 Access to Personnel File(s)

Personnel files are the property of the City and access to the information contained therein is restricted. Generally, only an employee and an employee's Manager/Supervisor is allowed to view personnel files. The City reserves the right, in order to protect confidentiality, to redact information and material available for review.

1. **Compliance with Federal and State Records Laws:** Federal and state laws govern public access to records maintained by governmental entities. Those laws will be followed. To the extent permissible by law, the City may maintain sensitive or otherwise confidential information in employee or applicant files.
2. **Maintenance of Personnel Records:** Official personnel records for all employees are maintained in the Human Resources Department. Files are released only when employees have given written permission, pursuant to lawful subpoenas, court orders, or otherwise required by law.
3. **Adding Documents to Personnel Records:** Information may be added to the personnel file to clarify or supplement materials previously placed in the personnel file. Employees may answer or object in writing to any material in the personnel file, and the answer or objection will be attached to the appropriate material that is the subject of the answer or objection. Employees are allowed to have placed in their personnel file information relating to the employee's professional accomplishments. Employees are encouraged to place information of a positive nature indicating special achievements, performance, and contributions in their personnel files.
4. **Record Changes:** Employees are responsible to keep personal records, such as home address, up-to-date and on file in the Human Resources Department. Changes in status such as address, marital status, payroll deductions, etc., should be reported to the Human Resources Department.

#### 07.02.11 Requesting Access to Personnel File(s) Procedure(s)

Refer to Appendix A: Section 07.

#### 07.02.12 Drug Free Workplace

The City has adopted a Drug Free Workplace Policy, contained within this Manual.

#### 07.02.13 Job Descriptions

All positions have a job description that is maintained by the Human Resources Department. Job descriptions reflect position criteria and standards that reflect the appropriate salary schedule as reflected in the City's pay plan.

1. **Development of Job Descriptions:** Job descriptions are developed jointly between Managers/Supervisors and the Human Resources Department for the purpose of outlining responsibilities, required qualifications, physical requirements, and working conditions for a position.
2. **Job Description Maintenance:** Job descriptions are reviewed regularly and maintained by the Human Resources Department.

#### 07.02.14 Workdays / Hours

It is the policy of the City of Orange Beach to ensure compliance with its policy of standards related to the operation of City business and services.

1. **Flexible Work Schedules:** Department Executive Directors are authorized to create and implement a policy to allow flexibility in employee work schedules if the following criteria are met:
  - a. The Department is covered with suitable staff during the standard operating hours of the duty shift, meaning the Department is able to fully operate.
  - b. The policy provides fairness and equity for all employees within the Department.
  - c. The flexible work schedule does not create overtime or any other financial or operational burden for the City nor reduce employee minimum weekly work hours.
  - d. The flexible work schedule for the Department is approved by the City Administrator.

#### 07.02.15 Workdays / Hours Scheduling Procedure(s)

Refer to the individual internal departmental procedures for determining workload/schedule for each department.

### Additional Provisions and/or Information

Refer to the Employee Discipline Policy.

Refer to the Employee Grievances Policy.

Refer to the Leaves and Time Off Policy.

Refer to the Pay and Salary Administration Policy.

Refer to the Recruiting, Hiring, and Onboarding Vacant Positions Policy.

Refer to the Separations from Employment (Offboarding) Policy.

## Section 07.03 ■ Recruiting, Hiring and Preboarding/Onboarding

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure compliance with federal and state law related to the posting of vacancies and hiring of new employees.

**NOTE:** An employee who was involuntarily separated from employment at the City for serious misconduct is not eligible for reemployment.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.03.01 Automated Talent Acquisition Management System

The City utilizes a talent acquisition management system. Vacancies are posted online and applicants are expected to apply through the talent acquisition management system. The Human Resources Department manages all phases of the search.

Interviews can be scheduled within the system, allowing applicants to self-schedule for an interview.

Employee access to the system is at the discretion of the Executive Director - Human Resources based upon security role.

#### 07.03.02 Request to Fill a Position Procedure(s)

Refer to Appendix A: Section 07.

#### 07.03.03 Posting a Vacancy

The Human Resources Department will post notices for all personnel vacancies. The Human Resources Department will receive job applications, verify qualifications, and schedule interviews and/or testing as may be required. All selections will be subject to a pre-employment drug screening and physical examination in accordance with the Americans with Disabilities Act (ADA).

1. **Duration of Posting:** All vacancies should be posted on the City’s website at least seven (7) calendar days before the position is to be filled.
2. **Notice of Vacancy:** The vacancy notice should include, but is not limited to, the following:
  - Job description;
  - Title;
  - Required qualifications;
  - Salary schedule;
  - Amount of Pay (as determined on the Pay Plan);
  - Information on where to submit an application;
  - Information on any deadlines for applying;
  - A contact telephone number for questions;
  - Any other relevant information.
3. **Internal Posting:** Internal postings are permitted to fill a current position with a current employee. These notices must be posted in accordance with item 2 above before the position is filled.
4. **Continuous Posting:** A continuous vacancy notice may be posted on the City’s website and may state “open until filled.” However, a continuous vacancy notice should be posted at least seven (7) calendar days prior to hiring.

#### 07.03.04 Hiring Manager/Supervisor

The hiring Manager/Supervisor has authority to select a qualified applicant for hire. Although not required, a hiring Manager/Supervisor may utilize a search committee for assistance with the search including the following:

- Review of applicant qualifications.
- Participation in interviews.
- Receiving feedback on applicants.

##### 1. **Responsibilities of the Hiring Manager/Supervisor:**

- a. All hiring Managers/Supervisors are required to follow the City’s recruitment and hiring procedures.
  - Comply with all federal and state laws related to recruitment and selection of employees.
  - To protect the privacy of applicants and to minimize risk to the City of Orange Beach, hiring Managers/Supervisors are prohibited from:
    - Distributing application materials;
    - Disclosing the name(s) of, or any information about applicants to anyone outside the search committee.
  - Remain cognizant of the fact that they represent the City in their dealings with job candidates, which is an especially crucial part in the integrity of every recruitment process.
  - Hiring Manager/Supervisors are required to remove themselves from the hiring process (including the screening and interview process) if a personal relationship exists between the applicant/candidate and the hiring Manager/Supervisor. A personal relationship may include a familial relationship,

friendship, or any other relationship that would cause the hiring Managers/Supervisors or search committee member to have a conflict of interest in the screening/hiring process. Refer to the Standard of Behavior for the Nepotism Policy.

- b. The hiring Manager/Supervisor may recommend the appointment of members of a search committee. The hiring Manager/Supervisor may contact the Human Resources Department for assistance in developing a search committee.
- c. The hiring Manager/Supervisor will notify the Human Resources Department of the identity of participants on a search committee for a vacancy.

#### 07.03.05 Search Committees

The purpose of a search committee is to assist a hiring Manager/Supervisor with the review of a robust and qualified pool of job applicants, as well as to advise the hiring Manager/Supervisor of candidates who best meet the needs of the position and the City.

1. **Responsibilities of a Search Committee Member:** Members of a search committee are required to comply with the following responsibilities:
  - a. All search committee members are required to follow the City's recruitment and hiring procedures.
    - Comply with all federal and state law related to recruitment and selection of employees.
    - To protect the privacy of applicants and to minimize risk to the City of Orange Beach, members of any search committee are prohibited from:
      - Distributing application materials;
      - Disclosing the name(s) of, or any information about applicants to anyone outside the search committee.
    - Search committee members are required to remain cognizant of the fact that they represent the City in their dealings with job candidates, which is an especially crucial part in the integrity of every recruitment process.
    - Search committee members are required to remove themselves from the hiring process (including the screening and interview process) if a personal relationship exists between the applicant/candidate and the search committee member. A personal relationship may include a familial relationship, friendship, or any other relationship that would cause the hiring Manager/Supervisor or search committee member to have a conflict of interest in the screening/hiring process. Refer to the Standard of Behavior for the Nepotism Policy.

#### 07.03.06 Posting and Recruitment Procedure(s)

Refer to Appendix A: Section 07.

#### 07.03.07 Hiring

All qualified applicants for employment must be able to perform the functions of the positions for which they have applied. All applicants will be evaluated based upon job related qualifications, as set forth in the Job Posting.

The hiring Manager/Supervisor and/or search committee will conduct interviews following the City's recruitment and hiring procedures to determine the best qualified individual for the vacancy. Based on the results of this information, qualified and screened finalists are forwarded to hiring Manager/Supervisors. Second interviews may be conducted, if necessary.

The hiring Manager/Supervisor determines the best qualified candidate for hire and recommends the individual for hire to the Human Resources Department. The Human Resources Department submits the individual for hire, including starting base salary, for approval by the Department Executive Director, City Administrator, and Executive Director - Human Resources. Upon approval, an offer of employment is made contingent upon a favorable background check and drug screen.

The hire date for all new hires is the first day of a pay period unless otherwise authorized by the Executive Director - Human Resources.

#### **07.03.08 Selecting a Candidate for Hire Procedure(s)**

Refer to Appendix A: Section 07.

#### **07.03.09 Transfers or Reorganizations**

Transfers or Reorganizations of existing personnel are not intended to be covered under this Policy.

#### **07.03.10 Retention of Search Documentation**

The hiring Manager/Supervisor and/or search committee must forward all search documentation to the Human Resources Department. In addition, the Human Resources Department will retain all search documentation per documentation retention regulations.

#### **07.03.11 Preboarding and Onboarding New Hires**

The Human Resources Department manages all preboarding and onboarding activities for new hires. All preboarding documentation (including certifications, background checks, etc.) must be submitted to the Human Resources Department prior to the hire date (i.e., first day of work). Failure to provide these documents may result in the employee's immediate release and/or delayed hire.

**Important Notice:** All documentation (including background checks and drug screens) must be received in the Human Resources Department before new employees are hired. The new employee may not begin working in any capacity (including training) prior to being hired. Failure to provide these documents may result in the employee's disqualification from employment. **Violation of this policy by the hiring Manager/Supervisor may result in disciplinary action.**

#### **07.03.12 Onboarding Procedure(s)**

Refer to Appendix A: Section 07.

### 07.03.13 Background Checks

A background check will be conducted prior to employment through a third-party vendor on all new hires and volunteers. A background check may also be conducted for selected internal candidates or if the City has reasonable suspicion that a current employee or volunteer has been convicted of a crime, felony, or misdemeanor.

### 07.03.14 Background Checks Procedure(s)

Refer to Appendix A: Section 07.

### 07.03.15 Department Onboarding

1. **Department Onboarding:** The hiring Manager/Supervisor will complete department onboarding of the new hire.
  - a. Use the Onboarding New Hire Checklist Form that is assigned to the Manager/Supervisor during the Preboarding/Onboarding process to ensure consistent practice of new employee onboarding.
  - b. Introduce new employees to coworkers.
  - c. Review of job description with new employees.
  - d. Provide new employees with the resources, information, and training they need to carry out their work safely and effectively.
  - e. Ensure that new employees complete online mandatory training.
  - f. Set reasonable performance goals, standards and deadlines with all new employees during their initial period of employment.
  - g. Conduct evaluations to review and answer any questions new employees may have regarding job tasks, goals, teams, objectives, and department outcomes.

All departmental onboarding checklists should be returned to the Human Resources Department for placement in the employee personnel file.

### Additional Provisions and/or Information

Refer to the Pay and Salary Administration Policy.  
Refer to the Employee Discipline Policy.

## Section 07.04 ■ Separations from Employment (Offboarding)

Original Approval: DATE  
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### Policy and Purpose

It is the policy of the City of Orange Beach to comply with all federal and state laws as it relates to the separation of employment or offboarding of its employees.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

**NOTE:** Any separation of employment, whether voluntary or involuntary, will be treated in a confidential, professional manner by all concerned. The Human Resources Department will share the relevant separation information with others at the City as deemed necessary to complete the separation process and to resolve any related issues. Separations under this Policy apply upon the exhaustion of all appeal processes under the Employee Discipline Policy and Employee Grievance Policy.

#### 07.04.01 Employer Rights

The City of Orange Beach retains the right to separate an employee from the employment relationship for any reason.

#### 07.04.02 Involuntary Separations

Employees being separated involuntarily will receive written notice providing the final date of employment (also known as the separation date). All decisions to involuntarily separate any employee will be reviewed by the Executive Director - Human Resources and City Administrator. The items below are considered involuntary separations:

1. **Separations Due to Behavior:** An employee may be separated from employment for reasons that include, but are not limited to, willful violation of policy or procedure, failure to adhere to conditions of employment, or serious misconduct. In most cases, a meaningful effort to address the issues will precede separation from employment though in serious cases separation from employment may occur without prior disciplinary action.

2. **Separation Due to Performance:** An employee may be separated from employment for performance deficiencies. In most cases, a meaningful effort to address the issues will precede separation from employment though in serious cases separation from employment may occur without prior disciplinary action.
3. **Death:** Separation is effective as of the date of death. All wages due to the employee as of that date will be paid to the employee's estate. Any indebtedness owed to the City will be withheld from the employees' final compensation or may be waived with City Administrator approval.

If the employee and his/her dependents were enrolled in the City health insurance program, the City will cover the cost of COBRA for two months after the employee's death.

Employees may attend an employee funeral held within the local area without reduction in sick or annual leave hours as approved by their Manager/Supervisor. This is considered authorized work activity.

4. **Inactive Employment:** The employment status of a part time employee who has not worked and has not received compensation in the previous calendar year may be automatically separated from employment.
5. **Layoff or Reduction in Force (RIF):** A layoff or reduction in force is a form of involuntary separation. Any employee may be laid off as part of a RIF. RIF actions may be approved as part of a general cost reduction program or when a position is no longer needed.
  - a. **Consideration for Reassignment:** When an employee is scheduled to be laid off in a RIF, he or she may be considered for reassignment to any vacant position in full or part time service for which the employee is qualified.
  - b. **Notification of Effective Date:** City Council will determine the effective date of a RIF, including if employees will receive advanced notice of layoffs.

#### **07.04.03 Involuntary Separations (Death, Separation from Employment for Cause, Inactive Employment, Layoffs, etc.) Procedure(s)**

Refer to Appendix A: Section 07.

#### **07.04.04 Voluntary Separations**

The following are considered voluntary separations:

1. **Resignations:** All employees will give written notice of resignation to their Manager/Supervisor and the Human Resources Department at least ten (10) business days prior to separation. A resignation may be withdrawn at any time prior to the date of the separation if approved by the Department Executive Director and City Administrator. If approved, the employee will suffer no loss of services, benefits, or pay. If the request is denied, the employee will be separated on the date specified in the written resignation notice.

2. **Retirements:** When an employee meets the eligibility requirements set forth by the Retirement System of Alabama (RSA), the employee may elect to retire and receive benefits earned under the provisions of the retirement program. Refer to the Benefits Policy for additional information and necessary procedures.
3. **Abandonment of Position:** Any employee who is absent from work for three (3) consecutive workdays without approval will be considered to have abandoned the position and to have resigned from the City.

**NOTES:**

- Absences due to medical necessity of employee or immediate family is not considered abandonment of position.
- Job abandonment is considered a resignation.

4. **Reemployment of a Separated Employee:** Employees who separate voluntarily or who are laid off may be eligible for reemployment.

**NOTE:** Employees who voluntarily separate the employment relationship are expected to work the entire notice period unless leave time is otherwise approved. Employees giving less than the required notice may be ineligible for rehire.

#### **07.04.05 Voluntary Separation (Resignations / Retirements) Procedure(s)**

Refer to Appendix A: Section 07.

#### **07.04.06 Job References**

Third-party requests for information about an employee separated from service shall be submitted to the Human Resources Department. The only information that will be provided is the employee's last job title and dates of employment unless otherwise required by law.

1. All requests for references shall be accompanied by a duly executed release exonerating the City and its employees from any liability for providing the information requested.
2. Unless otherwise authorized by law, no employee, including Managers/Supervisors, may provide employment references or any information regarding job performance, the reason for separation, or any confidential or private information related to a current or former employee unless otherwise required by law.

### **Additional Provisions and/or Information**

Refer to the Pay and Salary Administration Policy.

Refer to the Employee Discipline Policy.

Refer to the Employee Grievance Policy.

## Section 07.05 ■ Employee Discipline

Original Approval: DATE  
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Last Reviewed: DATE

### Policy and Purpose

It is the policy of the City of Orange Beach to have a proactive and supportive approach to employee discipline that follows a progressive discipline plan. The central focus is to (1) identify the problem, (2) address the problem directly, (3) work out a shared plan to remedy and resolve the situation in the least punitive way, and (4) monitor progress. Given that all situations differ, all disciplinary action is handled on a case-by-case basis; however, Managers/Supervisors are required to appropriately investigate issues prior to issuing discipline.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.05.01 Disclaimer

Some incidents (including one-time incidents) may be severe enough to merit disciplinary action. The seriousness of the offense and the employee's disciplinary and performance history will be considered when determining the level of discipline to be applied. All decisions of disciplinary action that are more severe than a written reprimand will be made in consultation with the Executive Director - Human Resources.

**NOTE:** Additional due process procedures for police and fire department suspensions and separations from employment are referenced in the respective departmental policies.

#### 07.05.02 Flexibility in Imposing Discipline

While a progressive discipline process in the management of employee behavior is generally implemented, appropriate levels of discipline will be implemented on a case by case basis specific to each disciplinary situation. The City values all employees and will strive to seek the least punitive remedies appropriate to a situation; however, egregious offenses that warrant more punitive action up to and including separation from employment will not receive less punitive discipline regardless of prior employee performance or lack of disciplinary history. Nothing in this policy will be construed to limit the City's ability to separate the employee at any time and for any lawful reason.

#### 07.05.03 Expectations for Conduct

All employees are expected to conduct themselves appropriately in the workplace. When an employee fails to maintain acceptable standards of conduct, discipline may be necessary to ensure that individuals operate in a manner to achieve the City's goals and objectives.

#### **07.05.04 Investigation of Alleged Misconduct/Violations of Policy**

Before any action is taken against an employee, the Manager/Supervisor will make such inquiry or investigation of the facts in the case as he/she considers necessary. The employee will be advised of the reasons for considering disciplinary action and allowed the opportunity to respond.

Any complaints or allegations of criminal misconduct or serious misconduct including, but not limited to, discrimination, harassment, and sexual harassment must be referred to the Executive Director - Human Resources.

#### **07.05.05 Corrective Disciplinary Action**

If it is determined that misconduct or violation of policy has occurred including, but not limited to, work habits, attitude, productivity, or personal conduct of an employee falling below a desirable standard, Managers/Supervisors should point out the deficiency at the time it is observed. However, failure of a Manager/Supervisor to carry out this responsibility shall not prohibit the discipline of an employee. Sufficient time for improvement should precede formal disciplinary action, but nothing in this policy shall prevent formal action when appropriate.

It is the duty of each employee to correct any deficiency on their own initiative or when called to such employee's attention, and to make every effort to avoid conflict with the personnel and departmental policies.

Where appropriate, an employee should be disciplined in an increasingly progressive manner, the step of progression normally being:

- Oral Reprimand
- Written Reprimand
- Unpaid Suspension
- Imposed Probation
- Demotion
- Separation from Employment

#### **07.05.06 Oral Reprimand**

The Manager/Supervisor may orally reprimand an employee when the employee fails to maintain desirable standards or violates the policies, rules, or regulations of the department, or the City. Whenever grounds for disciplinary action exist and the Manager/Supervisor, determines that more severe action is not necessary, the Manager/Supervisor, may orally communicate to the employee the Manager's/Supervisor's, observation of the deficiency or misconduct and the required corrective action. A record of the oral reprimand should be maintained in the employee's personal file in the Human Resources Department.

#### **07.05.07 Written Reprimand**

The Manager/Supervisor may issue an official written reprimand to an employee if the seriousness of the offense calls for action greater in severity than an oral reprimand or if previous oral reprimands have not produced the desired result.

1. Notice of Written Reprimand: The written reprimand should be on the Employee Discipline Form, dated, and delivered to the employee. The notice of written reprimand should contain the following information:
  - Disciplinary action (written reprimand);
  - Specific reason(s) for the written reprimand;
  - References to any discussion(s) held with the employee, including the date, time, and place;
  - The employee's explanation as given during the discussion(s);
  - Conclusions;
  - Warning that future infractions could result in more severe disciplinary action; and,
  - Where appropriate, recommendations for corrective action.

A copy of the written reprimand will be placed in the employee's personnel file in the Human Resources Department. In addition, within three (3) days of receipt of a written reprimand, an employee may submit to his/her Manager/Supervisor a written response to the written reprimand. Such response shall be placed in the employee's personnel file in the Human Resources Department.

2. Rights, privileges, benefits as result of a Written Reprimand: A written reprimand shall not affect the rights, privileges, or benefits of an employee to which he/she may have been entitled prior to such discipline; however, a Manager/Supervisor is not precluded from considering the disciplinary action during future promotional processes.

#### **07.05.08 Unpaid Suspension**

An employee may be suspended from duty and pay for up to twenty-four (24) work hours, for cause. The Executive Director - Human Resources and the City Administrator must be notified of any proposed unpaid suspension. A Manager/Supervisor may recommend extended unpaid suspension beyond twenty-four (24) work hours to the City Administrator. Periods of suspension may not exceed thirty (30) workdays.

Refer to the Benefits Policy and Leaves and Time Off Policy for impact on benefits and leaves (retirement, health insurance, leave accruals, etc.).

**REMINDER:** Required additional due process procedures for police and fire department suspensions and separations from employment are referenced in the respective departmental policies.

1. Notice of Suspension: The notice of suspension should be on Employee Discipline Form, dated, and delivered to the employee. The notice should contain:
  - Disciplinary action (unpaid suspension reprimand);
  - Specific reason(s) for the unpaid suspension;
  - References to any discussions held with the employee, including the date, time, and place;
  - The employee's explanation as given during the discussion(s);
  - Conclusions;

- Warning that future infractions could result in more severe disciplinary action; and,
- Where appropriate, recommendations for corrective action.

A copy of the suspension should be placed in the employee's personnel file in the Human Resources Department.

An employee may grieve this action using the Employee Grievance Procedure.

2. Rights, privileges, benefits as result of Suspension: At the time the suspended employee returns to work, said employee shall be considered in good standing with the department and as an employee for the City, and shall be restored to all rights, privileges, and benefits he/she had prior to said suspension, subject to the modifications of employment based on imposed probation, if applicable. Provided, however, the restoration of all rights, privileges, and benefits shall not preclude the consideration of the disciplinary action during future promotional processes.

#### 07.05.09 Imposed Probation

The Manager/Supervisor may place an employee on imposed probation in lieu of or in conjunction with another form of disciplinary action, if the seriousness of the offense calls for action greater in severity than an oral or a written reprimand, or if previous oral or written reprimands have not produced the desired result. Imposed probation may be used as discipline where the employee demonstrates poor attendance, non-compliance with City of Orange Beach and/or departmental rules and regulations, or in other instances of misconduct as determined to be appropriate by the Manager/Supervisor. An employee may be placed on imposed probation, for cause, for no more than six (6) months, after notice.

**REMINDER:** Required additional due process procedures for police and fire department suspensions and separations from employment are referenced in the respective departmental policies.

1. Notice of Imposed Probation: The notice of imposed probation should be on Employee Discipline Form, dated, and delivered to the employee. The notice should contain:
  - Disciplinary action (imposed probation);
  - Specific reason(s) for the imposed probation;
  - References to any discussion(s) held with the employee, including the date, time, and place;
  - The employee's explanation as given during the discussion(s);
  - Conclusions;
  - Warning that future infractions could result in more severe disciplinary action; and,
  - Where appropriate, recommendations for corrective action.

A copy of the imposed probation should be placed in the employee's personnel file in the Human Resources Department.

An employee may grieve this action using the Employee Grievance Procedure.

2. Performance Evaluation for Imposed Probation: The Manager/Supervisor shall conduct periodic written reviews (via journal entry in the City's Performance Management

System) during the imposed probationary period and a final evaluation at the end of the imposed probationary period.

- a. If the results of the final performance evaluation are satisfactory or better, the employee is removed from the imposed probationary status.
  - b. If the results of the final performance evaluation are below satisfactory, the employee is demoted or separated from employment.
3. Rights, privileges, benefits as result of Imposed Probation: At the end of a satisfactory completion of the imposed probationary term, which includes the receipt of a “satisfactory” or better performance evaluation, the employee shall be considered in good standing with the department and as an employee for the City, and shall be restored to all rights, privileges, and benefits he/she had prior to said period of imposed probation; provided, however, the restoration of all rights, privileges, and benefits shall not preclude the consideration of the disciplinary action during future promotional processes.

#### **07.05.10 Demotion**

An employee may be demoted as a result of misconduct or violation of policy. If a vacant position does not exist for demotion or reassignment, the employee may be separated from employment.

1. Notice of Demotion: The notice of demotion should be on Employee Discipline Form, dated, and delivered to the employee. The notice should contain:
  - Disciplinary action (demotion);
  - Specific reason(s) for the demotion;
  - References to any discussion(s) held with the employee, including the date, time, and place;
  - The employee’s explanation as given during the discussion(s);
  - Conclusions;
  - Warning that future infractions could result in more severe disciplinary action; and,
  - Where appropriate, recommendations for corrective action.
  - Adjustments in position or base pay due to the demotion. Refer to the Pay and Salary Administration Policy.

A copy of the demotion should be placed in the employee’s personnel file in the Human Resources Department.

An employee may grieve this action using the Employee Grievance Procedure.

#### **07.05.11 Separation from Employment**

An employee may be separated from employment for cause by the authority of the Department Executive Director. The Department Executive Director shall consult the Executive Director - Human Resources prior to employee separation. Upon approval by the Executive Director - Human Resources, the Department Executive Director shall notify the affected employee in writing of the separation from employment. If the Executive Director - Human Resources does not approve the employee separation, the Department Executive

Director must obtain separation approval from City Administrator. A copy of the notice shall be furnished to the Executive Director - Human Resources.

1. Notice of Separation from Employment: The notice of separation from employment should be on Employee Discipline Form, dated, and delivered to the employee. The notice should contain:
  - Disciplinary action (separation from employment);
  - Specific reason(s) for the separation from employment;
  - References to any discussions held with the employee, including the date, time, and place;
  - The employee's explanation as given during the discussion(s);
  - Conclusions; and,
  - The effective date of the separation from employment.

A copy of the separation from employment should be placed in the employee's personnel file in the Human Resources Department.

An employee may grieve this action using the Employee Grievance Procedure.

#### **07.05.12 Effective Date of Disciplinary Action**

The effective date of any imposed disciplinary action shall be the initial date of written notice of said disciplinary action from the Manager/Supervisor. In the event an appeal process results in reversion of disciplinary action, any loss in pay or other benefit will be credited to the affected employee.

#### **07.05.13 Retention of Disciplinary Documents**

All documentation related to an employee's formal disciplinary action will be maintained in that employee's personnel file in the Human Resources Department.

#### **07.05.14 Performance Reference of Internal Applicants**

If an employee is applying for another position within the City, the hiring Manager/Supervisor may contact the employee's current Manager/Supervisor for a performance reference. The hiring Manager/Supervisor will consider all disciplinary and corrective action received by the employee. This information may be a deciding factor in the hiring decision.

### **Additional Provisions and/or Information**

Refer to the Benefits Policy.

Refer to the Employee Grievances Policy.

Refer to the Leaves and Time Off Policy.

Refer to the Pay and Salary Administration Policy.

Refer to the Performance Management Policy.

Refer to the Separations from Employment (Offboarding) Policy.

## Section 07.06 ■ Employee Grievances

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach that any full-time non-probationary employee may file a grievance pursuant to this policy. Resignation of employment by an employee shall constitute an automatic withdrawal of any pending grievance. Part time and probationary employees may file a grievance for acts alleged in violation of federal or state law.

#### NOTES:

1. The Employee Grievance Policy and appeal procedure satisfies due process rights regarding employee discipline.
2. Additional due process procedures, including the grievance procedure for police and fire department suspensions and separations from employment are referenced in the respective departmental policies.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.06.01 Purpose of Grievance

1. Acceptable Reasons for a Grievance: Grievances are intended for serious issues. Acceptable reasons for a Grievance include, but are not limited to:
  - a. Harassment and/or discrimination;
  - b. Unpaid Suspensions;
  - c. Imposed Probations;
  - d. Demotions;
  - e. Involuntary separations from employment (with the exception of reductions in force/layoff);

- f. Unsafe working conditions;
  - g. Retaliation by a Manager/Supervisor against an employee for exercising a right protected by law; complying with any law; reporting a violation of any law to the proper government authority; or, reporting fraud, waste, or abuse to the proper government authority;
  - h. Misapplication of law, ordinance, or policy affecting matters or conditions of employment;
  - i. Promotional by-passing where there is evidence of arbitrariness and capriciousness. Arbitrariness and capriciousness are defined as an unreasonable action in disregard of the facts or without a determining principle;
  - j. Unauthorized or inappropriate use or disclosure of protected health information, as defined by HIPAA Privacy Regulations, or
  - k. Claims of retaliation for making a grievance.
2. Unacceptable Reasons for a Grievance: The grievance system may not be used for the following purposes:
- a. To resolve personal differences between/among employees other than disputes involving allegations of violation of policy or law.
  - b. To appeal pay reductions, which are part of a general plan to reduce salaries and wages, when such reductions are pro-rated to all employees.
  - c. To appeal non-selection for a position where there is no evidence of violation of policy nor arbitrary and capricious action defined as an unreasonable action in disregard of the facts and without justification.
  - d. To appeal the content or validity of city ordinances or resolutions of the City Council, rules or policies of the Mayor, or other legally binding matters.
  - e. To contest or appeal disciplinary actions of oral or written reprimand.
  - f. To contest any action or matter falling within management rights or management discretion.
  - g. To contest non-selection for advancement or promotion, except as provided above, or,
  - h. To contest any action that does not pertain directly, personally, and solely to the employee's own employment, except for a grievance filed pursuant to this Policy on behalf of another employee.

#### **07.06.02 Personnel Actions Pending the Grievance Process**

Any change in position, advancement, or promotion shall be conditional during thirty (30) days for the filing of a grievance. If a grievance is filed within the thirty (30) day period, the

conditional status shall continue until the grievance is closed plus a reasonable time thereafter (not to exceed ten (10) days) for proper administrative action to be taken in accordance with the grievance outcome.

#### **07.06.03 Confidentiality**

Every investigation will be treated with the highest degree of confidentiality possible under the circumstances; and every employee who has knowledge or is suspected of having knowledge will be expected to give testimony. Should an employee fail or refuse to fully cooperate in such an investigation, he/she may be subject to disciplinary action up to and including separation from employment for insubordination.

#### **07.06.04 Harassment**

No employee of the City shall use the grievance process with the intent or purpose of harassment or impeding departmental or City operations. Any employee may offer evidence of harassment at any stage in the grievance process. If it is determined that the employee's use of the grievance procedure is based, in whole or in part, upon an intent or purpose of harassment or impeding Departmental or City operations, the grievance, or any portion thereof, will be dismissed with no right of appeal.

#### **07.06.05 Retaliation or Reprisal**

An employee who brings a good faith grievance under this policy will not be retaliated against in any manner. Any employee who retaliates against another employee for making a good faith grievance under this policy will be disciplined.

No employee or official of the City shall threaten or in fact retaliate in any way against an employee for exercising any right the employee may have under this grievance policy; and no employee or official of the City shall interfere with an employee's preparation and presentation of a grievance as herein prescribed. Likewise, no employee or official of the City shall threaten or in fact retaliate in any way against an employee who testifies for or otherwise assists another employee in the grievance process, except that perjury before the hearing body shall be grounds for disciplinary action, including separation from employment where appropriate.

Any employee who suffers any retaliation as a result of availing oneself of the grievance procedure or assisting another employee in that respect may file a separate grievance based thereon.

#### **07.06.06 Employee Grievance Procedure(s)**

Refer to Appendix A: Section 07.

#### **07.06.07 Employee Grievance Appeal Procedure(s)**

Refer to Appendix A: Section 07.

### **Additional Provisions and/or Information**

Refer to the Employee Discipline Policy.

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## Section 07.07 ■ Leaves and Time Off

Original Approval: DATE  
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### Policy and Purpose

It is the policy of the City of Orange Beach to provide eligible employees with paid and unpaid leave options. This includes compliance with the Family and Medical Leave Act (FMLA) and any other laws pertaining to employee paid or unpaid leaves.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.07.01 Administrative Leave

The Mayor at his/her discretion may close City facilities or grant City wide relief from duties for non-essential personnel beyond the established business and holiday schedule in which cases employees may be granted administrative leave. This decision is not intended to create additional expenses for the City. Administrative leave is not considered a state of emergency for the purpose of overtime pay. There are two types of Administrative Leave granted at the Mayor's discretion:

1. Facility closures due to operational necessity (inclement weather, facility repairs, etc.)
2. City wide non-essential personnel relief from duties (additional hours surrounding holidays, etc.): Non-exempt essential personnel working under these circumstances will receive additional hourly pay equivalent to the number of hours worked, not to exceed the number of hours of administrative leave granted. The Department Executive Director shall make the determination of essential personnel status. At the discretion of the Department Executive Director, salaried essential personnel may exercise administrative leave granted hereunder at an alternate time within a 14 day period.

Administrative leave/pay will not exceed regular pay for any given employee (no overtime, bonus, etc. shall be incurred or impacted).

Administrative leave is not required to be added for salaried employees in the timekeeping or leave management system(s). Employees previously approved for annual or sick leave may be credited with the corresponding hours of administrative leave hours.

1. **Eligibility:** Full time non-essential employees. Part time and temporary/seasonal employees are not eligible to receive administrative leave.
2. **Declaration of Administrative Leave:** The Mayor will communicate the decision to allow administrative leave to the City Administrator.

**07.07.02 Annual (Vacation) Leave**

1. **Eligibility:** Full time employees are eligible to accrue annual leave. Annual leave accrues each pay period and is posted as earned. Probationary employees accrue annual leave; however, it may not be used until the employee has successfully completed three months of the probationary period with no performance or disciplinary issues.
2. **Annual Leave Accrual:** Calculation of service years for determination of annual leave is based upon continuous years of full time service in any Retirement System of Alabama (RSA) program. Service time with comparable government agency retirement plans may be included in years of service calculation with approval of the City Administrator (or the City Council for appointed positions). Determination of base service years shall be established at the time of hire or appointment. The City Administrator (or the City Council for appointed positions) may independently negotiate an increase in base service years at the time of hire or appointment regardless of accrued service years with any other program or agency.

Service Years	Accrual Per Pay Period	Accrued Leave Per Year
0-2	3.08 hours per pay period	80 hours per year
2-5	4.62 hours per pay period	120 hours per year
5-10	5.38 hours per pay period	140 hours per year
10-15	6.15 hours per pay period	160 hours per year
Over 15 years	6.92 hours per pay period	180 hours per year

3. **Use of Annual Leave:**
  - a. Annual Leave must be approved in advance. Annual leave may be taken only to the extent it is earned.
  - b. An eligible employee will not earn any annual leave credit for any period in which he or she is in an unpaid status for more than five (5) workdays during the pay period with the exception of FMLA leave.
  - c. Annual leave time may not be taken in increments of less than one half hour increments (0.5 or 30 minutes). Employees taking a “day” of annual leave will be docked the appropriate hours in their scheduled workday (e.g., 8 hours for an 8 hour shift, 10 hours for a 10 hour shift, etc.) with the following exception:

Employees who are assigned to twenty-four (24) hour shifts will be docked sixteen (16) hours for taking a full twenty-four (24) hour shift of annual leave; otherwise, the employee will be docked hour for hour up to the sixteen (16) hour limit.

- d. All requests for paid annual leave must be submitted to the employee's immediate Manager/Supervisor in advance of the planned time off for approval. Annual leave taken without prior approval by the employee's immediate Manager/Supervisor may be considered as an unexcused absence, which may result in loss of pay, disciplinary action, demotion, or separation from employment. Each Department Executive Director has the authority to develop departmental policies related to the advanced notice required to submit an annual leave request. Departmental policy must be applied consistently among all eligible employees.
  - e. Annual leave requests and approvals may vary by department at the discretion of the Department Executive Director. In addition, annual leave rules may prohibit certain essential personnel from taking annual leave during certain times. Refer to the Annual (Vacation) Leave Blackout Period Section below herein.
  - f. Annual leave must be submitted by using the leave management system by the pay period end date.
  - g. Annual leave will not be taken when an employee is receiving workers' compensation.
4. **Annual (Vacation) Leave Blackout Periods:** The City reserves the right to identify "blackout periods" where annual leave requests will be denied. Department Executive Directors may determine blackout periods based upon the needs of the City. Standard blackout periods may include, but are not limited to, peak business periods, staff professional development, City-wide events, audits, etc. Such blackout periods will be communicated to employees in writing a minimum of 30 calendar days in advance of the blackout period; however, blackout periods may be established on a standard scheduled basis. The Department Executive Director may require a return to work note from a doctor's office excusing the absence in the case of employee sick leave during the blackout period. Exceptions may be granted due to extenuating circumstances by the Department Executive Director. Failure to follow the blackout period policy may result in discipline, per the City's discipline policy.
5. **Annual (Vacation) Leave Carry-Over:** A maximum of 200 accrued hours of annual leave may be carried forward into the next benefit year.
6. **Annual (Vacation) Leave on a Paid Holiday:** When a holiday coincides with the time that an employee is on annual leave, the day will be credited as a paid holiday and not charged as an annual leave day.
7. **Annual (Vacation) Leave Payout:** Employees who separate from the City will be paid for any earned but unused annual leave hours. Refer to the Separations from Employment (Offboarding) Policy and Pay and Salary Administration Policy.

### 07.07.03 Court Attendance Leave

Full time employees who are required by a court to attend such court in the capacity of jurors or witnesses under subpoena will be granted special leave with pay to attend such court. Upon return from the court appearance (or jury duty) leave, employees must submit the leave using the form provided by the Finance Department, with the type of leave as "Court Attendance Leave" listed on it and attach their court summons.

Pursuant to Alabama Code §15-23-81, Employees who are victims of a criminal act shall be allowed to testify in a criminal proceeding or participate in the reasonable preparation of criminal proceeding without the loss of employment or the intimidation, threats, or fear of the loss of employment. Employees may use vacation time or unpaid administrative leave.

#### **07.07.04 Family and Medical Leave (FMLA)**

The Family and Medical Leave Act (FMLA) was passed by Congress to balance demands of the work place with needs of families, promote stability and economic security of families, and promote national interests in preserving family integrity; minimize the potential for employment discrimination on the basis of gender by ensuring generally that leave is available for eligible medical reasons (including maternity-related disability) and for compelling family reasons; and promote the goal of equal opportunity for women and men. The City of Orange Beach will comply with the requirements of the FMLA.

FMLA gives eligible employees unpaid leave for a period of up to twelve (12) work weeks for a qualifying event (as referenced below). Failure to comply with the City policies regarding FMLA may result in the denial of FMLA. Under such circumstances, the request for leave will be at the discretion of the Department Executive Director in accordance with other applicable leave policies.

1. **Eligibility:** An employee must have been employed by the City for at least twelve (12) months and worked at least one thousand two hundred and fifty (1,250) hours in those twelve (12) months. In the event of an FMLA qualifying event, the City is responsible for designating leave as FMLA and providing notice to the employee of such designation. If the employee has FMLA available and the reason for the leave qualifies under the FMLA, the employee must use paid sick leave in conjunction with unpaid FMLA. Under those circumstances, the absence will be charged against the employee's FMLA balance and the employee's paid leave balance concurrently. To use paid leave, employees must comply with normal paid leave policies.
2. **FMLA Qualifying Events:** Incapacity due to pregnancy, prenatal medical care or childbirth.
  - a. The birth of a child of the employee and the employee's need to care for the child (limited to twelve (12) months after birth).
  - b. The placement of a child for adoption or foster care (limited to twelve (12) months after placement or adoption) and the need to care for the child.
  - c. The employees need to care for a spouse, child, or parent with a serious health condition.
  - d. The employee's own serious health condition.
  - e. Qualifying exigency leave when a military family member is deployed or called to active duty from retirement or reserve status.
3. **Spouses:** A married couple, both employed by the City, who meet the eligibility requirements are each permitted to take twelve (12) work weeks for an FMLA qualifying

event with the following exceptions: Spouses are entitled to a total of twelve (12) workweeks combined during any twelve (12) month period, when such leave is taken: (a) Under Section 07.07.04(2)(ii) or Section 07.07.04(2)(iii); or (b) To care for a sick parent under Section 07.07.04(2)(iv).

4. **Notice:** When the necessity for leave is foreseeable, the employee must give the City at least thirty (30) days advance notice. If the need for leave is not foreseeable, the employee needs to give the City such notice as soon as is practicable. Requests for FMLA leave forms will be provided by the Human Resources Department upon request.
5. **Application:** Employees requesting family leave for their own illness or the serious health condition of a child, spouse or parent, are required to submit a healthcare provider's certification verifying the need for family leave to provide care, its beginning and expected ending dates, and estimated duration. All forms and certifications must be submitted to the Human Resources Department.
6. **Approval:** Final approval of the FMLA leave request is contingent upon the Human Resources Department's confirmation of eligibility and receipt of a completed certification from the healthcare provider.
7. **Duration:** With the exception of military caregiver leave, leave under the Family and Medical Leave Act (FMLA) may not exceed twelve (12) weeks in a twelve (12) month period.

The twelve (12) month period is a rolling 12 month period (rolling forward).

Leave may be taken intermittently or on a reduced leave schedule when medically necessary and authorized by the certifying physician. Employees are required to make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies (see Military Family Leave Entitlements) may also be taken on an intermittent basis.

The employee may also be transferred to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced workweek leave schedule than does the employee's regular position.

During the leave, the employee may be required to provide appropriate certification and periodic reports on the status and intent to return to work. Failure to provide the required information may affect the employee's leave and/or employment status. An employee on an approved Family Medical Leave will not be subject to disciplinary action according to unapproved absence policies.

8. **Benefits and Protections:** Eligible employees are entitled to choose to maintain, while on FMLA leave, any health benefits provided by the City (the employee must pay the City directly his or her share of premiums for any portion of FMLA for which paid leave is not substituted); return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave, unless the employee is unable to perform the essential functions of the job, in which case the employee may be covered by the Americans with Disabilities Act (ADA).
9. **Military Family Leave Entitlements:**

Eligible employees with a spouse, son, daughter, parent, or next of kin who is a covered servicemember with a military triggering event may use up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the ill or injured servicemember. Leave to care for ill or injured servicemembers, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

10. **Return to Work / Fitness for Duty:** Employees will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by the FMLA. If an employee has exhausted all available leave and is still unable to return to work, the employee will no longer have any job restoration rights under FMLA. However, the Human Resources Department will review each case to determine whether the employee may be eligible for rights and protections under other laws or City policies.

In all situations requiring medical certification as described above, the City may require the employee to submit, at the conclusion of the FMLA leave, a fitness for duty statement signed by a healthcare provider familiar with the employee's condition. The fitness-for-duty certification must contain any work restrictions imposed by the medical provider. In some cases, it may be necessary for an employee to be evaluated by the City medical provider prior to the employee returning to work, at the City's expense.

If the employee's physical condition ultimately renders him or her unable to work, a statement to that effect, signed by a healthcare provider familiar with the employee's condition, will be required.

To ensure that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the City with at least two (2) weeks advance notice to the Human Resources Department of the date the employee intends to return to work, along with a healthcare provider's verification of the employee's fitness to return to work.

11. **Additional Information:**

- a. If an employee suffers an on-the-job injury, and they are eligible for FMLA, any absences due to the injury may qualify for FMLA leave. FMLA will run concurrently with any time off for an on-the-job injury.
- b. Separation from employment may occur if the employee fails to return from leave at the time agreed upon (barring circumstances, which required an extension of available leave) or if they are found to have taken leave on a fraudulent basis.
- c. If an employee's performance evaluation date occurs during the leave period, a performance evaluation will be conducted upon return.
- d. Full time employees will continue accruing annual leave during FMLA leave
- e. Employees are prohibited from accepting or continuing employment elsewhere, including self-employment, or from working elsewhere while on FMLA.

- f. The City reserves the right to place an employee on FMLA, if the employee meets the requirements of eligibility for FMLA.

#### 07.07.05 Family and Medical Leave (FMLA) Request Procedure(s)

Refer to Appendix A: Section 07.

#### 07.07.06 Hazardous / Inclement Weather

Employees are expected to make a good faith effort to report to work during hazardous and/or inclement weather unless otherwise directed by their Manager/Supervisor. An employee who is unable to report to work must notify his or her Manager/Supervisor. At the discretion of the Department Executive Director, the absence may be charged against annual leave, sick leave, or if no accrued leave is available, the employee may be placed on leave without pay. If the employee is placed on leave without pay, the Manager/Supervisor may allow the employee to make up the missed time within the same workweek.

If weather prevents an employee from performing outside work, the employee may be assigned to do indoor work.

The Mayor may close City offices, suspend activities and authorize employees to arrive late or to depart early, when hazardous weather conditions pose a risk to employees. Such time will be reported on attendance reports as paid administrative leave due to hazardous weather.

- The Mayor's actions are normally broadcast or communicated over several media channels; however, it is the responsibility of each employee to contact his or her Manager/Supervisor to verify the situation.
- Employees needed for essential operations may be required to work.

#### 07.07.07 Holiday Leave

1. **Eligibility:** Full time employees receive pay for the following City observed holidays:

- New Year's Day
- Martin Luther King Day
- Mardi Gras Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Employee's Birthday\*

*\*The employee's birthday leave must be taken in the month in which the birthday occurs unless otherwise approved by the City Administrator for extenuating circumstances.*

*\*Birthday leave will cover a single regular duty shift in its entirety regardless of varying numbers of hours in any employee shift.*

When a holiday falls on a Saturday, the Friday before will be observed as the holiday. When the holiday falls on Sunday, the following Monday will be observed. When Christmas Eve falls on a Friday, Thursday and Friday will be observed as consecutive holidays. When Christmas Eve falls on Sunday, Monday and Tuesday will be observed as consecutive holidays.

If an eligible employee is required to work on a scheduled holiday, the employee shall be paid for the hours worked plus eight (8) hours of holiday pay.

2. **Use of Holiday Leave:** Eligible employees already on sick or annual leave, or who cannot work prior to or after a holiday due to a verifiable illness, will receive holiday pay.

Approved annual leave, or a verifiable illness on a continuing employee's last regularly scheduled workday before or first regularly scheduled workday after a holiday, will be sufficient justification for receiving holiday pay.

Unless given prior approval, an employee is required to work their regularly scheduled workday both the day before and the day after all City-observed holidays. Employees who are on unpaid leave of absence that encompasses a holiday will not receive holiday pay.

#### **07.07.08 Leave Without Pay**

Managers/Supervisors may authorize up to thirty (30) days per calendar year of leave without pay for good cause and when the leave will not adversely affect operations. Leave granted hereunder does not include legally protected leave without pay such as FMLA, Military Leave, workers compensation, etc. Additional days may be granted with City Administrator approval. An employee who is granted leave without pay will be placed on a non-pay status and the Manager/Supervisor will notify the Human Resources and Payroll Departments of this change in status.

1. The employee must exhaust all paid leave time accrued prior to requesting leave without pay. Exceptions may be granted with City Administrator approval.
2. The employee may be required to return to work before the leave without pay is scheduled to expire.
3. Failure to report for duty when requested will be deemed a resignation and the employee will be separated from employment.
4. Upon scheduled expiration of authorized unpaid leave, the employee will be reinstated to the same or similar position he or she held at the time the leave was granted. The employee will receive the same level of pay he or she was paid prior to the authorized leave without pay. If entitled, the employee will receive any general pay adjustments provided to other employees during his or her absence.
5. City paid benefits (annual leave, sick leave, insurance premiums, etc.) will not be

provided for any pay period in which the employee has been placed on leave without pay status for more than five (5) working days per pay period. If the leave is qualified under the FMLA, insurance benefits will continue.

6. An employee who is on leave without pay for more than five (5) working days in a pay period must reimburse the City for the costs of any benefit paid on the employee's behalf during such pay period.

#### 07.07.09 Military Leave

All eligible employees will be excused for military leave in accordance with Section 31-2-13, Code of Alabama (1975), as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301 et seq (USERRA).

As set out in Alabama Code §31-2-13(a), City employees are paid their regular salary for not more than twenty-one (21) days, (or an equivalent of 168 hours for fire suppression personnel) with no deduction made for military pay received or such days as may be required by amendment to State law subsequent to adoption of this policy.

As military leave situations arise, the employee should consult with the Human Resources Department for current and complete details regarding military leave rights.

#### 07.07.10 Reemployment After Military Leave

The City will comply with all federal and state military and/or uniformed service leave laws and make reasonable attempts to reemploy employees who have been on a uniformed service leave of absence.

#### 07.07.11 Military Leave Request Procedure(s)

Refer to Appendix A: Section 07.

#### 07.07.12 Maternity Leave

1. **Eligibility:** An employee is eligible for Maternity Leave if the employee is both:
  - a. Full time, and
  - b. Has been employed with the City in a full time position for at least twelve (12) consecutive months immediately preceding the birth of a child.

**NOTE:** Maternity leave runs concurrently with FMLA. Refer to the FMLA section of this policy.

2. **Establishing Eligibility:** Prior to granting maternity leave, the City requires the employee to complete a Maternity Leave Form.
  - a. In addition to the certification form, the City shall require an employee requesting maternity leave to provide acceptable proof in support of the request for maternity leave.

- b. Acceptable forms of proof would include but are not limited to a birth certificate.
3. **Maternity Leave:** An eligible employee shall be entitled to the following:
  - Six (6) weeks of paid maternity leave for a pregnant mother following the birth of her child.
4. **Use of Maternity Leave:** An eligible employee may not take maternity leave under this policy unless she meets all of the following requirements:
  - a. At least 30 calendar days prior to the use of maternity leave, the eligible employee shall complete and submit the Maternity Leave Form, and
  - b. The eligible employee shall agree in writing that she will not separate from employment with the City for a period of at least six weeks following the conclusion of any leave taken in connection with a qualifying event, in any form or agreement required by the City.
    - 1) Any periods of leave, whether paid or unpaid, or other periods of non-duty status (e.g., use of accrued leave balances, use of unpaid leave, holidays, etc.) will not count toward the 6-week work obligation.
    - 2) The 6-week obligation will not start running or being counted and calculated until after all intermittent or reduced schedule leave, as well as any other leave associated with the qualifying event, has been completed.
    - 3) The term "separate from employment" in this subparagraph refers to any form of employment separation, including an involuntary separation.
  - c. In the event of an emergency that prevents an eligible employee from completing the requirements prior to taking maternity leave, the eligible employee shall complete the requirements as soon as practicable, and in no event later than fourteen (14) calendar days, after the emergency has ended, including providing sufficient documentation to establish a qualifying condition and emergent event.
5. **Compensation:** Maternity leave under this policy shall be paid at 100 percent of the eligible employee's base pay and shall remain at 100 percent of the employee's base pay as if the eligible employee worked continuously from the date that maternity leave commenced until the eligible employee's return to work.
6. **Duration:** Maternity leave under this policy is available for use within 12 weeks of the birth of her child.

Maternity leave under this policy may be used continuously, intermittently, or on a reduced scheduled basis. Eligible employees utilizing intermittent or reduced schedule leave under this rule shall be subject to the following limitations:

- a. Eligible employee shall maintain a continuing parental role with any child whose birth was a qualifying event (this means that intermittent leave is reserved only for time spent bonding with, caring for, or fulfilling a parenting role and it is a violation

to use maternity leave in birth context to work second jobs, vacation without the child, or otherwise not parent); and

- b. Any intermittent or reduced scheduled leave must be approved by the Department Executive Director prior to the start of the leave.
7. **Failure to Comply:** Any failure of the employee to abide by this policy may result in the City denying paid Maternity Leave. The City may recover any improperly granted paid Maternity Leave, whether it be through the substitution of other available leave, leave without pay, payroll deduction, etc. Specifically, if an employee fails to comply with any return-to-work agreement, the City shall recover from the employee, by offset or otherwise, an amount equal to the eligible employee's hourly rate of pay multiplied by the number of hours the eligible employee failed to work in compliance with the return to work agreement. Any such recovery shall comply with the federal Fair Labor Standards Act, as applicable.
8. **Limitations:**
- a. Approved maternity leave does not require the employee to exhaust her sick leave, annual leave, or any other leave or paid time off.
  - b. After an eligible employee exhausts all available maternity leave, any additional leave an employee wishes to take shall be taken in accordance with City policies.
  - c. Eligible employees using maternity leave under this policy shall follow the City's customary leave practices that are not contradicted by this policy.
  - d. Any leave taken under this policy shall run concurrently with any leave granted under federal and state leave laws.
  - e. Maternity leave has no cash value. Any unused maternity leave may not be used to calculate an eligible employee's retirement benefits. Unused maternity leave shall not roll over, be reserved for use during a subsequent qualifying event, or be paid to the eligible employee.
  - f. The City Administrator may waive the return-to-work agreement in circumstances where the eligible employee is unable to return to work due to their own serious health condition or a serious health condition of an immediate family member. However, the City has no obligation to do so.

#### 07.07.13 Maternity Leave Request Procedure(s)

Refer to Appendix A: Section 07.

#### 07.07.14 Sick Leave

1. **Eligibility:** Full time employees are eligible to accrue sick leave.
2. **Sick Leave Accrual:** Eligible employees accrue one hundred and four (104) hours of sick leave each year (4 hours per pay period). There is no limit on the amount of sick leave that may be accumulated; however, employees are not paid for sick leave when

separated from employment. Sick leave is not considered a right but rather a privilege to be granted at the discretion of the City.

3. **Purpose of Sick Leave:** The purpose of sick leave is for the following reasons:
- a. Personal medical, mental, dental, or optical consultation, examination or treatment;
  - b. Incapacitation of the employee for the performance of duties by physical or mental illness, sickness, injury or disability;
  - c. Serious health condition of the employee;
  - d. Employee's pregnancy or related to miscarriage, childbirth and recovery therefrom;
  - e. To attend to an immediate family member receiving medical, mental, dental or optical consultation, examination or treatment or to provide care for an immediate family member who is incapacitated by a medical or mental condition;
  - f. Serious health condition, injury or illness of an immediate family member of the employee, eligible and approved, in accordance with the Family and Medical Leave Act section of this policy;
  - g. The death of a member of the family of the employee (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nephew, niece, granddaughter, grandson, grandfather, grandmother, aunt, uncle). Days taken due to death of a family member may be limited at the Department Executive Director's discretion based upon the operating needs of the City and the Department.

Department Executive Directors shall have the authority to grant the use of sick leave for the death of any person at the discretion of the Director based upon the operating needs of the City and the Department.

4. **Use of Sick Leave:**

- a. Sick leave may be taken only to the extent it is earned.
- b. An eligible employee will not earn any sick leave credit for any period in which he or she is in unpaid status for more than five (5) workdays during the pay period.
- c. Sick leave may not be taken in increments of less than one half hour increments (0.5 or 30 minutes). Employees taking a "day" of sick leave will be docked the appropriate hours in their scheduled workday (e.g., 8 hours for an 8 hour shift, 10 hours for a 10 hour shift, etc.) with the following exception:

Employees who are assigned to twenty-four (24) hour shifts will be docked sixteen (16) hours for taking a full twenty-four (24) hour shift of sick leave; otherwise, the employee will be docked hour for hour up to the sixteen (16) hour limit.

- d. All requests for paid sick leave must be submitted to the employee's Manager/Supervisor. Failure to timely notify the Manager/Supervisor that sick leave

is needed may be cause for denying sick leave. Employees denied sick leave will be charged with annual leave or placed in unpaid status and the leave will be documented as unexcused.

- e. Employees who have exhausted their paid sick leave but need additional time off must request leave without pay with prior Manager/Supervisor approval.
  - f. Annual leave must be submitted by using the leave management system in by the pay period end date.
  - g. Sick leave will not be taken when an employee is receiving workers' compensation. Employees on temporary total disability may supplement their workers' compensation with sick leave up to 3.0 hours per day.
5. **Absences Due to Illness:** The Manager/Supervisor may, at his/her discretion, require that an employee furnish a medical certificate by a qualified physician acceptable to the City. This is to be done at the expense of the employee.

Executive Department Directors may require employees exhibiting indications of illness to provide medical clearance/fitness for duty to remain on duty.

6. **Abuse of Sick Leave:** If the City determines that an employee is utilizing sick leave for unauthorized absences that employee may be subject to appropriate disciplinary action.
7. **Sick Leave on a Paid Holiday:** When a holiday coincides with the time that an employee is on sick leave, the day will be credited as a paid holiday and not charged as a sick leave day.
8. **Sick Leave Payout:** Sick leave will not be paid upon separation from employment. Sick leave may not be used to extend the employment period.
9. **Sick Leave Conversion:** Eligible RSA members may convert unused sick leave days to service credit to meet the minimum requirement for service retirement. Refer to the [RSA Member Handbook](#) for additional information. Refer to the Separations from Employment (Offboarding) Policy and Pay and Salary Administration Policy.

**NOTE:** Sick leave is reported to the Retirement System of Alabama (RSA) at retirement, if applicable.

#### 07.07.15 Sick Leave Bank

The City Council has established a Leave Bank and said establishment is ratified and readopted by adoption of this manual. The Leave Bank policies allow employees to borrow paid sick leave when they will be out of work for an extended period of time due to a serious illness or injury that does not qualify for workers' compensation payments. The Leave Bank is administered by the Leave Bank Committee in accordance with this policy and Council directives.

1. **Sick Leave Bank Committee:** The Sick Leave Bank Committee shall consist of five (5) members:
  - City Administrator

- Benefits Manager
  - Executive Director – Finance, and
  - Two nominations from employees, approved by City Council.
- a. Term of Committee Members: Employee members of the Sick Leave Bank Committee shall serve a term of two (2) years. To initiate a rotation of terms, the initial years to be served by appointees shall be one and two year terms. Terms shall begin October 1<sup>st</sup> and expire on September 30<sup>th</sup>. The City Administrator, Benefits Manager and Finance Director shall be permanent members of the committee.
  - b. Duties of the Sick Leave Bank Committee: The Sick Leave Bank Committee is charged with the administration and operation of the Sick Leave Bank. Policies, decisions and recommended changes in the Sick Leave Bank Guidelines may occur only when approved by a majority vote of the Sick Leave Bank Committee, then approved by the City Council.
    - 1) The Sick Leave Bank Committee will elect, by majority vote, a chairperson from its members.
    - 2) Meetings of the Sick Leave Bank Committee shall be scheduled as needed. Meetings may be called by the chairperson or by a majority of the committee members. Decisions may be made via polls.
    - 3) Any alleged abuse of the Sick Leave Bank shall be investigated by the Sick Leave Bank Committee and, on finding of wrongdoing, the violator shall repay all of the leave credits drawn from the Sick Leave Bank and be subject to appropriate disciplinary action by the City of Orange Beach.
2. **Eligibility:** All non-probationary, full-time employees are eligible to participate in the Leave Bank upon approval of the Leave Bank Committee.
  3. **Use of Sick Leave Bank:**
    - a. Applicants must have exhausted all accumulated sick leave and all accumulated annual vacation leave before utilizing the Leave Bank.
    - b. Applicants must submit a statement from their physician certifying the need for the leave, and the employee's estimated return to work date.
    - c. The Leave Bank Committee shall determine the maximum number of hours approved to be loaned and the timeframe within which the loaned time must be used.
    - d. No loan will exceed forty-five (45) days.
    - e. Loans may be granted retroactively up to the fifteenth (15th) day of the absence.
  4. **Catastrophic Illnesses:** In the event of a catastrophic illness of an employee or the spouse or child(ren) of an employee, the Leave Bank Committee may allow full-time employees to donate sick leave on behalf of any approved applicant.

Catastrophic illness is defined as “any illness or injury (not workman’s compensation related) so certified by a licensed physician which causes the employee to be absent from work for an extended period of time.”

5. **Accrual of Leave During Use of Sick Leave Bank:** Any annual and sick leave that accrues while an employee is out of work on a Leave Bank loan shall automatically be used to repay the Leave Bank loan until such time as the employee returns to work.

Any sick leave that accrues after the employee returns to work shall be used to repay the leave loan at the rate of four (4) hours per pay period until the entire debt is paid.

6. **Sick Leave Bank Donations:** Employees may donate up to 75% of their accrued sick time to the Leave Bank recipient, but in no event shall a donor’s Leave Balance be depleted below ten (10) days as a result of the donation.

Employees who are within 90 days of termination of employment with the City may donate 100% of their accrued sick time to the Leave Bank.

Once the situation of the Leave Recipient has resolved, any unused donated time shall be returned to the donating employee. When multiple employees donate, time shall be returned pro rata to all donors still in employment with the City.

Donated Leave used by Recipient will not be subject to repayment by Recipient.

7. **Employment Separation During Use of Sick Leave Bank:** An employee separated from employment with an outstanding debt to the Leave Bank must repay that debt in full at the time of separation.
  - a. Any unpaid debt will be deducted from the employee’s final paycheck (using the employee’s then current pay rate).
  - b. If the payroll deduction is insufficient to satisfy the employee’s debt, then the City may pursue collection actions. All proceeds from such actions shall be used to replace the number of hours borrowed.
8. **Sick Leave Bank Complaints:** Any complaint related to the administration of the Leave Bank must first be presented in writing to the Leave Bank Committee. If the problem is not resolved at the committee level, then a written complaint may be filed with the City Council. The City Council is the final authority in all matters pertaining to complaints regarding the Leave Bank.

**NOTE:** The City of Orange Beach reserves the right to restrict leave or the duration of leave if the absence would be detrimental to the City or department.

#### 07.07.16 Submitting Time Off Leaves Procedure(s)

Refer to Appendix A: Section 07.

### Additional Provisions and/or Information

Refer to Separations from Employment (Offboarding) Policy.  
Refer to Pay and Salary Administration Policy.

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# Section 07.08 ■ Pay and Salary Administration

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

## Policy and Purpose

It is the policy of the City of Orange Beach to develop and administer a pay and salary plan that is in compliance with all applicable laws and regulations.

The Human Resources Department is responsible for policy guidance and administration of pay and salary plans.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 07.08.01 Pay and Salary Plans

1. **Compensation Philosophy:** The City of Orange Beach will provide fair, competitive, and transparent compensation that attracts and retains a skilled public workforce while responsibly stewarding taxpayer resources.
2. **Established Pay Plan:** The Pay and Salary Plan establishes an authorized range of pay for each position within the City.

### 07.08.02 Base Pay At Hire

Base pay is established at hire, and any modifications thereafter are submitted on a Payroll Debit Form to the Human Resources Department.

1. **Placement at Hire (placement on Pay Plan at Hire):** At hire, new employees are paid at Entry Level Rate for the designated positions for which they are hired. This amount is referred to as the employee's base pay.
  - a. The Human Resources Department issues an offer letter to new employees, which includes the base pay.
  - b. **Increases to Entry Level Rate at Hire:** The Pay Plan establishes the standard entry level rate of pay for new employees. Managers/Supervisors have authority to increase starting pay for new employees above the entry level of the pay plan by up

to ten percent (10%) based upon education, experience, or other market factors. Increases above 10% may be allowed in extenuating circumstances upon approval by the City Administrator.

2. **Former Employees:** The level of pay for a person who has prior service with the City will be established in the same manner as the pay is established for new employees.

#### 07.08.03 Employees at Maximum Position Pay Range (“Red Circle Rate”)

Employees being paid the maximum position pay rate (known as the “Red Circle Rate”), will not receive pay increases until such time as the pay plan is adjusted by the City Council authorizing higher maximum position pay rate. Employees at Red Circle Rate will not receive COLA or performance based increases to their base pay rate but may receive “one-time payment for future services” as authorized by Council.

#### 07.08.04 Adjustments to Base Pay

1. **Cost of Labor Adjustments (COLA):** The City Administrator and Executive Director - Human Resources are responsible for assessing changes to the annual cost of labor as of December 31 of each year. The *Bureau of Labor Statistics (BLS) Employment Cost Index* for local government is averaged over the preceding five (5) years and this average is used to determine whether a COLA is added to the budget for approval by City Council for the next budget year.
2. **Demotion Adjustment:** An employee may be demoted per the Employee Discipline Policy. When an employee is demoted to a different position, the employee’s pay will be reduced by a minimum of five (5%) percent below the pay received prior to demotion. Under no circumstances will a demoted employee’s pay exceed the maximum level of pay range or be less than the minimum level of pay authorized for the new position. Refer to the Employee Discipline Policy.
3. **Downgrade Adjustment:** A downgrade may occur when an employee applies for a position with a lower position pay range. The employee’s salary may be adjusted based upon the placement at hire section above.
4. **Performance Based Adjustment:** During the preparation of the annual budget, the City Administrator will determine if performance based pay increases will be added to the annual budget for City Council approval. If approved, the Department Executive Director will have a performance based adjustment budget to distribute to full time employees after completion of the annual performance evaluation cycle.

Employees who receive an overall average score of 3.0 or below are not eligible for a performance based adjustment.

5. **Promotion Adjustment:** Department Executive Directors may promote employees into a higher level of the position title for which they are currently assigned (e.g., Equipment Operator I to Equipment Operator II) when the employee has met all of the required qualifications of the higher level position. Promotions do not require a job position posting and are not required to follow the standard recruitment process.

- a. Upon promotion, the Department Executive Director shall establish promoted base pay within the pay range of the new position but not less than the previous base pay.
  - b. Promotional Probationary Period: A promoted employee shall complete the same probationary period as a newly hired employee. If a promoted employee is reassigned to his or her previous position or a comparable position prior to completing the required probationary period, pay will be returned to the position pay range and rate it was prior to promotion. However, the employee's pay will be increased or decreased to reflect any general adjustments applied to other employees in the same position pay range.
6. **Special Circumstances Adjustment:** Adjustments to base pay due to any of the following:
- A significant increase in responsibility.
  - A department reorganization (refer to Reorganization section above).
  - Pay inconsistencies among positions with the same or similar levels of qualifications and responsibilities.
  - Employee retention impacted by market competition in a specific position.
- a. A Department Executive Director may submit a request in writing for approval of special circumstances adjustment to the employee's base pay to the City Administrator. The adjustment may not exceed twenty five percent (25%) of the employee's existing base pay and may not exceed the departmental salary budget for the fiscal year.
  - b. Upon approval, the Department Executive Director must submit a Payroll Debit Form to the Human Resources Department.
- NOTE:** New positions added to the Pay Plan require City Council approval.
7. **Upgrade Adjustments:** An upgrade advances an employee to a position in a higher position pay range through job posting.
- a. Upgrades are generally made through the job posting process and the employee's salary may be adjusted based upon the initial placement at hire procedures.
  - b. An employee wishing to apply through the job posting must apply for the position online when a vacancy is posted. The employee will be evaluated against other applicants using the standard recruitment process. The employee's performance and discipline history may also be considered.
  - c. An upgraded employee shall complete the same probationary period as a newly hired employee.

#### 07.08.05 Pay Adjustment Procedure(s)

Refer to Appendix A: Section 07.

#### 07.08.06 Lateral Moves

A lateral move is when a current employee applies for and is placed into a vacant position having the same position pay range as their current position. There is no salary adjustment for a lateral move.

An employee in a lateral move shall complete the same probationary period as a newly hired employee.

#### **07.08.07 Call In Pay**

Managers/Supervisors have the discretion to require employees to work outside their normal work schedules without pre-arrangement. Exempt employees are not eligible to receive call in pay.

In the event a non-exempt employee is called in to duty unscheduled and without notice, they will be paid per the rules set out below:

1. If the employee works less than two (2) hours, the employee will be paid for two (2) hours.
2. After that, only actual time spent working will be considered within each twenty-four (24) hour period.

Travel time incurred reporting to and from a call in will be included in the “call in time” calculation.

#### **07.08.08 Final Pay**

Employees who separate from the City will receive their final pay on the next scheduled pay date following the date of separation from employment. Prior to the issue of final pay, the employee must return all City property to their Manager/Supervisor. Any such property must be returned in good repair. If the property was lost or damaged because of employee negligence or misuse, the employee may be required to reimburse the City for the cost of repair or replacement, either through payroll deductions or other means, as consistent with applicable state laws.

Separated employees will be paid in full for all earned wages and annual leave (vacation) through the employees' last day worked. No payment will be made for unused accumulated sick leave. *NOTE: Sick leave is reported to the Retirement System of Alabama (RSA) at retirement, if applicable. Sick leave may transfer to another RSA employer, if applicable.*

Benefits will cease as of the employees' last day worked.

Refer to the Separations from Employment (Offboarding) Policy.

#### **07.08.09 Overtime Pay**

Overtime hours are calculated based on hours worked and exclude sick, annual leave, or holiday hours during a work week. Hours paid during a scheduled shutdown are not considered hours worked and will not be part of the calculation of overtime. Only the time actually worked on a holiday will be counted toward overtime computation in a workweek.

The rate of overtime pay for extended shift, public safety employees whose work periods are established by departmental rule will comply with the FLSA.

Non-exempt employees are not permitted to work over 40 hours in one week, unless expressly required and approved by the Manager/Supervisor. Employees required and approved to work overtime will be compensated at the rate of one and one-half times their regular hourly base pay for each overtime hour worked. Employees who work overtime without authorization will be subject to disciplinary action.

Averaging work weeks to avoid paying overtime is specifically prohibited by the Wage-Hour Law. For example, if an employee works 50 hours during the first week of a pay period, the City cannot work the employee 30 hours the second week to avoid paying overtime.

Non-exempt hourly employees working multiple jobs at the City, which together exceed the 40-hour workweek, will be compensated at the overtime rate that corresponds to the job performed during their overtime hours.

Failure to work scheduled overtime will result in disciplinary action.

NOTE: Section 7(k) of the Fair Labor Standards Act (FLSA) provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis.

#### **07.08.10 Pay Dates**

The pay dates for all employees will be bi-weekly. A payroll schedule is available in the Payroll Department or by emailing [Payroll@OrangeBeachAL.gov](mailto:Payroll@OrangeBeachAL.gov).

All pay earned during the pay period will be paid to the employee on the Friday following the end of the pay period. If this day is a holiday, then payday will be the last workday before the holiday.

#### **07.08.11 Payroll Deductions**

The City of Orange Beach deducts all legally required payroll deductions from employee pay. Social Security, Medicare, and federal and state income taxes are appropriately deducted from paychecks according to the applicable law. Contributions to the Employee Retirement System of Alabama (RSA) are deducted, if applicable.

- 1. Medicare, Social Security, and Federal Withholdings:** FICA and income taxes are withheld at the applicable state and federal withholding rates. Each employee is required to complete applicable tax withholding forms for federal and state income tax deductions. Should an employee's tax status change, a corrected withholding form must be submitted to the Human Resources Department. Employees must ensure that the name on their W-4 matches their Social Security account information.
- 2. Court Ordered Wage Garnishments:** Court ordered wage garnishments are deducted in accordance with a court order. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a debt. Once the City receives the legal garnishment court order, the City is required by law to continue making deductions from the employee's check until the full ordered amount has been withheld.

or until the receipt of a court order to stop the garnishment, even if the debt has been paid.

3. **Other Payroll Deductions:** Other deductions are made with the employee's authorization. These deductions may include, but are not limited to, the following: RSA1 contributions, group health premiums, Section 125 flexible spending and dependent care programs, etc.

#### 07.08.12 Recording Work Hours

1. **Non-Exempt Positions:** Employees in non-exempt positions must maintain a record of the total hours worked each day. These hours must be accurately recorded. Each employee must verify that the reported hours worked are complete and accurate, including signing his/her timesheet. Do not report time or turn in a timesheet if it is not accurate.

Non-exempt employees are prohibited from working hours that are not authorized by the Manager/Supervisor. In addition, non-exempt employees are prohibited from starting work early, finishing work late, working during a meal break or performing any other extra or overtime work unless authorized to do so and that time is recorded on the timesheet.

Non-exempt employees are prohibited from performing any "off the clock" work. "Off the clock" work means work performed but failed to report on the timesheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including separation from employment for cause.

It is a violation of City policy for any employee to falsify a timesheet, to alter another employee's timesheet, or for a Manager/Supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timesheet to under or over report hours worked. Any knowledge hereof should be immediately reported to the Human Resources Executive Director at 251-981-6779.

2. **Rounding of Timesheets:** Time will be kept in quarter hours. Minutes of seven (7) or less will be rounded down and minutes of eight (8) or more will be rounded up to the nearest quarter hour.
3. **Exempt Positions:** Employees in exempt positions receive a salary that is intended to compensate for all hours worked for the City. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

#### 07.08.13 Reorganizations

Reorganizations are modifications to currently existing positions on the pay plan. Reorganizations may involve:

- Shifting duties that currently exist within positions at the City or
- Adding new duties to a current position.

The reorganization may include changes of title, position pay plan, job duties, or level of responsibility. A reorganization generally does not create a new position without a formal search.

1. **Change to the Pay Plan:** Any changes to the existing pay plan due to a reorganization must be approved by City Council.

#### 07.08.14 Reorganization Procedure(s)

Refer to Appendix A: Section 07.

#### 07.08.15 Special Duty Pay

Employees who are temporarily assigned duties which are over and above those encompassed by their regular position description may receive up to five (5%) percent pay premium over and above their pay grade with approval of the City Administrator. The premium pay ceases when the employee's special duty assignment ends.

#### 07.08.16 Special Duty Procedure(s)

Refer to Appendix A: Section 07.

#### 07.08.17 Temporary Position Assignments

Temporary assignments are approved by the City Administrator.

If an employee is temporarily assigned to a position that is equal or lower in position pay range than his or her regular position, the employee's pay will not change.

If the employee is temporarily assigned to a position with a higher position pay range than his or her regular position, The employee's pay will be adjusted to the greater of the entry level of position pay range for the position being filled or up to five percent (5%) above the employee's current base pay prior to the temporary assignment.

The pay increase will be effective on the first day of the next pay period following the change in position.

#### 07.08.18 Wage and Tax Statements

1. **Pay Days / Direct Deposit:** All employee paychecks are directly deposited into their designated bank account(s).

This paycheck data will include hours worked; gross pay; net pay; and all payroll deductions, including tax withholdings.

2. **Annual W2:** No later than January 31st of each year, employees will be issued a Wage and Tax Statement (W-2) form for the prior year. This statement summarizes income and deductions from the prior year.

#### 07.08.19 Access to Wage and Tax Statements Procedure(s)

Refer to Appendix A: Section 07.

#### **07.08.20 Reporting Pay and Salary Administration Concerns**

For questions about deductions from pay, immediately contact the Finance Department. If an employee believes they have been subject to any improper deductions or pay does not accurately reflect hours worked, the employee should immediately report the matter to their Manager/Supervisor. If the Manager/Supervisor is unavailable or if the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Human Resources Executive Director at 251-981-6779.

Every report will be investigated, and corrective action will be taken where appropriate. In addition, the City will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the City's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge from employment.

#### **07.08.21 Effective Date of Pay Adjustments**

Pay adjustments are generally effective on the first day of the pay period following approval of the pay adjustment.

#### **07.08.22 Notification of Pay Adjustments**

All employees will be notified in writing of their pay adjustment, and a copy will be placed in the employee's personnel file.

### **Additional Provisions and/or Information**

Refer to the Employee Discipline Policy.

Refer to the Recruiting, Hiring, and Onboarding Vacant Positions Policy.

Refer to the Separations from Employment (Offboarding) Policy.

## Section 07.09 ■ Performance Management

Original Approval: **DATE**  
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Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to develop and administer a performance management system that ensures the following:

- The employee performs work that meets the needs of the City.
- The employee's work aligns with the departmental goals and the organizational values of the City.
- The employee clearly understands the quality and quantity of work expected and receives ongoing information about how effectively they are performing relative to expectations.
- The employee is provided with opportunities for professional development and career progression.

Performance information is one consideration in making personnel decisions such as promotions, disciplinary actions, layoff determinations, and salary increase eligibility.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.09.01 Performance Management

Performance Management is a continuous, systematic process of setting clear expectations, providing ongoing feedback, and evaluating employee performance to align individual and team efforts with the City's strategic goals. It goes beyond a simple annual review to include goal setting, development planning, and regular communication to enhance productivity, engagement, and overall success.

#### 07.09.02 Performance Evaluations Schedule

Performance evaluations are conducted annually for all full time employees during the month of September in preparation of the next fiscal year budget cycle.

#### 07.09.03 Annual Performance Evaluations

Managers/Supervisors submit annual evaluations of full time employees using the City's Performance Management system. Managers/Supervisors will document specific courses of

action that may or should be taken by the employee to achieve or exceed the expected level of performance.

#### 07.09.04 Probationary Evaluations

Probationary employees may be evaluated by the Manager/Supervisor periodically during the probationary period.

#### 07.09.05 No Guarantee of Future Employment

Receipt of a satisfactory performance evaluation will not constitute an assurance of continuing employment.

#### 07.09.06 Performance Evaluations Procedure(s)

Refer to Appendix A: Section 07.

#### 07.09.07 Use of a Performance Improvement Plan During an Evaluation

Performance evaluations with an overall score evaluation categorized as “Does Not Meet Expectations” will require the completion and implementation of a Performance Improvement Plan (PIP) Form in the City’s Performance Management system.

#### 07.09.08 Performance Improvement Plan (PIP)

The purpose of the Performance Improvement Plan (PIP) is to help Managers/Supervisors and employees address and resolve performance through a documented review process.

1. **Use of a PIP:** A Performance Improvement Plan (PIP) may be used as part of the performance management process due to concerns with performance. The City of Orange Beach reserves the right to implement progressive discipline at any step in the Performance Improvement Plan (PIP) process if evidence supports the employee is in violation of City policies or if the employee’s behavior is such that discipline is warranted.
2. **PIP Structure:** A PIP is a structured communication tool designed to facilitate constructive discussion between the employee and the Manager/Supervisor. An effective PIP will accomplish the following:
  - Specifically identify the performance to be improved.
  - Provide clear expectations and metrics about the work to be performed.
  - Identify the support and resources available to help the employee make the required improvements.
  - Establish a plan, with an identified time frame, for reviewing the employee's progress and providing feedback to the employee for the duration of the PIP; and
  - Specify possible consequences if performance standards as identified in the PIP are not met.
3. **Common Uses for the PIP:**
  - To correct workplace habits affecting performance, productivity, or staff relationships.
  - To document a training or mentoring plan as part of an annual review; and

- To provide employees an opportunity to correct a situation.

A basic principle of the performance management process is that taking action early is better than waiting. If an employee is placed on a PIP, both the employee and Manager/Supervisor should meet regularly to discuss progress. The desired goal of any performance improvement plan is to prevent performance issues from escalating and to retain valuable employees with the City.

4. **Retention of Performance Improvement Plan (PIP):** The PIP is retained in the employee personnel file in the Human Resources Department.

#### **07.09.09 Performance Improvement Plan (PIP) Procedure(s)**

Refer to Appendix A: Section 07.

#### **07.09.10 Deficiencies in Performance**

A Manager/Supervisor may address deficiencies in performance with internal actions such as education and training up to including separation from employment.

Options may include, but are not limited to,

- Remedial training,
- Seminars, classes, or certifications,
- On the job training,
- Peer mentoring,
- Position reassignment,
- Separation from employment.

#### **07.09.11 Reassignment Due to Performance or Needs of the City**

The City Administrator or Department Executive Director, with approval of the City Administrator, may reassign an employee to another position based upon either the needs of the Department/City or performance of the employee. Reassignment based upon needs of the City shall not result in reduction in pay.

### **Additional Provisions and/or Information**

Refer to the Employee Discipline Policy.

## Section 07.10 ■ Standards of Behavior

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to ensure that employee's behavior is professional at all times. Relationships between Managers/Supervisors and direct reports shall remain professional and appropriate.

City employees are required to demonstrate the highest standards of integrity, truthfulness, honesty and responsibility in all of their duties, tasks and orders. Employees who fail to meet these standards will be subject to disciplinary action, including separation from employment. The expectations, policies and rules contained in this policy illustrate the minimum standard of conduct for all employees.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 07.10.01 Civility

The City of Orange Beach encourages and promotes an environment of civility and mutual respect among its employees, citizens, vendors, and visitors. All employees are expected to treat one another in a respectful manner with civility, integrity, and consideration. Each individual is expected to have respect for the dignity and needs of all people, regardless of whether they are coworkers, citizens, vendors, or visitors with whom we interact.

City employees are expected to avoid behavior at all time whether on or off City property, on or off duty, that substantially interferes with and creates an intimidating, hostile environment (including the use of technology). Examples of these behaviors includes, but is not limited to, the following:

- Bullying - e.g., any conduct reasonably perceived to be malicious, intimidating, hostile, humiliating, threatening, disparaging, likely to evoke fear of physical harm or motivated by bias or prejudice based upon any actual/perceived characteristic. This includes comments, insults, gestures, graphics, written statements, or physical acts (including, but not limited to, the use of electronically transmitted acts to cyberbully by way of cell phone, computer, or wireless handheld device).
- Screaming, yelling, or posting on social media with an intent to humiliate, intimidate, or harass.

- Cursing at individuals in anger or with an intent to humiliate or intimidate.
- Insulting or name calling.
- Insubordination.
- Retaliatory actions.

#### 07.10.02 Conflict of Interest

1. **Use of Position for Personal Gain:** The use of official position for personal gain including for oneself, one's family, or associate businesses is specifically prohibited and a violation of Alabama State Ethics Law.
2. **Independent Consulting Services:** Employees of the City may, with the approvals described below, contract to furnish services as a consultant, provided that such activity:
  - Does not interfere with the performance of other responsibilities as a City employee;
  - Is compatible with the interests of the City; and
  - Does not require use of City resources or facilities.

Because of the great variation in the nature of employee expertise and outside activities, it is difficult to establish specific rules or time allocations for outside consulting activities. Written prior approval to participate in any outside consulting activities will be obtained from the City Administrator.

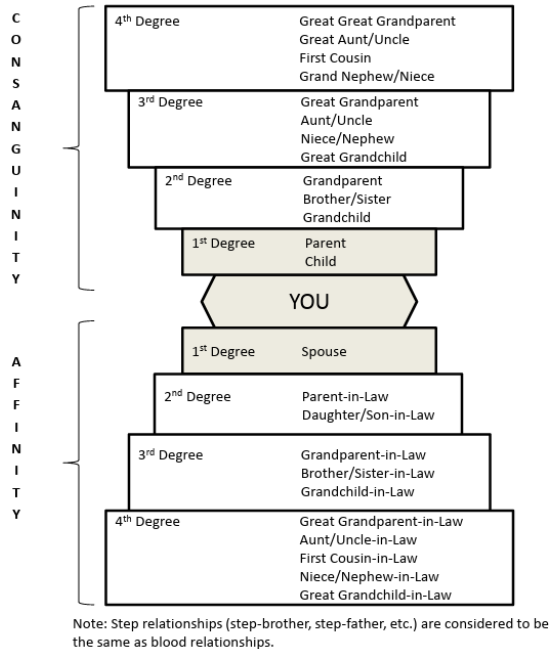
Activities which will be exempt from the requirement for prior approval include those things which, assuming they do not constitute a conflict of interest or conflict of commitment, are generally recognized as professional responsibilities, are limited in time, and do not involve the use of City resources. Examples of such activities might include the following: (a) grant/contract review; (b) uncompensated professional studies or services for not-for-profit entities; and (c) occasional compensated or uncompensated seminars, presentations, or performances.

All other external consulting activities which draw upon the knowledge and skill of an employee require prior approval. Such compensated activities usually will include, but are not limited to the following: (a) one-time or multiple visits to a business for the purposes of offering advice and counsel; (b) carrying out investigations or studies which are not grants or contracts; (c) a series of lectures or performances; (d) serving as an expert witness; (e) rendering other specific professional services.

Refer to the City's Purchasing Manual for additional information regarding contracting with the City and/or provision of goods and services to the City.

#### 07.10.03 Nepotism

No Manager/Supervisor shall participate in the hiring, evaluation, reassignment, promotion, discipline, or maintain responsibilities within the chain of command of any person related by kinship or marriage (affinity or consanguinity) within the fourth degree. Refer to the chart below.



#### 07.10.04 Non-Fraternization / Romantic Relationships

The City prohibits personal relationships between senior and subordinate that are unduly familiar and can adversely affect the morale, operations, or efficiency of City Departments/Divisions.

Employees are prohibited from engaging in a sexual or romantic relationship with any employee in his/her chain of command or department with whom they may reasonably expect to have a senior/subordinate professional status.

Violation of this policy is considered serious misconduct and is cause for discipline up to and including separation from employment.

In addition to the guidelines for Manager/Supervisor-subordinate relationships, the City also requires that intimate or romantic relationships between peers be disclosed. Employees who are involved in a peer-to-peer intimate or romantic relationship must report this to their Department Executive Director and/or the Executive Director - Human Resources. This measure is to ensure that the work environment remains professional and free from any potential conflicts of interest or perceived favoritism.

#### 07.10.05 Personal Decorations

The City does not allow employees to display personal decorations or items in their work areas if the item is offensive to a reasonable person. Examples of prohibited items may include sexually explicit material, profanity, or other material, which is derogatory. Managers/Supervisors are responsible for determining if personal items are or are not appropriate in the workplace.

#### 07.10.06 Political Activity

Employees may participate in political activities, provided such participation does not interfere with job performance. Political activity must be conducted during off duty hours and may not violate the *Alabama Ethics Law* (employees may not use public property for political activities, etc.). Employees may not participate in any political activities while on duty, including the display of campaign materials in the workplace. Employees are precluded from wearing campaign buttons or campaigning while wearing any clothing with the City's logo or seal.

An employee may be a candidate for or hold public office only insofar as the candidacy or position does not conflict or interfere with the employee's regular employment with the City or violate state or federal law.

This policy shall not be interpreted to violate the protected constitutional rights of the First Amendment or right to vote and to take part in political campaigns.

#### **07.10.07 Outside Employment**

City employment takes precedence over all other jobs. All outside employment must be approved in advance by the Department Executive Director and the Human Resources Department. Requests shall be made on the Outside Employment Request Form provided by the Human Resources Department. The completed and approved form shall be returned to the Human Resources Department.

An employee may be denied permission to hold an outside job for any reason, including:

- Potential for disruption to the operations of the City.
- The outside work activity may reduce the employee's work efficiency.
- The employee would be working for a person or business entity that holds an adversarial interest to the City or that does a significant amount of business with the City such as major contractors and suppliers.
- The outside employment would impose an additional financial burden on the City.
- The employee would be engaged in the preparation of work as a consultant, professional, contractor, or subcontractor for an outside employer whose work would be submitted to a City department for review, approval or inspection.
- The outside employment would violate the *Alabama Ethics Law*.

If an employee's outside work interferes with his or her City job, the employee may be asked to reduce or terminate the outside employment in order to remain employed by the City.

An employee's job performance will be measured by the same performance standards and will be subject to the City's scheduling demands, regardless of any outside work requirements. Under no circumstances may an employee promote or carry on outside employment during work hours.

No employee may use City equipment or resources for personal use or outside employment purposes unless otherwise approved by Council.

#### **07.10.08 Outside Employment Procedure(s)**

Refer to Appendix A: Section 07.

#### **07.10.09 Criminal Offenses**

1. **Notification of Criminal Offenses:** An employee who is charged with or convicted of a felony or misdemeanor must notify the employee's Manager/Supervisor and the Human Resources Department as soon as reasonably possible, and in any event no later than when the employee next reports to duty after the arrest, indictment, or conviction. The City may request additional information regarding the conviction as needed to assess any impact on the employee's duties at the City. Incidents covered by this Section include, but are not limited to the following:
  - a. Receipt of any charge, arrest or indictment for driving under the influence (DUI), boating under the influence (BUI) or any felony traffic offense.
  - b. Any adverse action taken by the Alabama Department of Public Safety or any other governmental agency regarding the employee's driver's license or privilege, boating operator's license, including without limitation, any suspension, revocation, or cancellation of the license or privilege.
2. If the employee's Manager/Supervisor becomes aware of an arrest, indictment, or conviction of a felony or misdemeanor they are required to report such activity to the City Administrator immediately upon becoming aware of the arrest, indictment, or conviction.
3. **Possible Separation from Employment:** A City employee may be separated from employment for conviction of any felony or any misdemeanor.

#### 07.10.10 Standards of Professional Behavior

The City of Orange Beach employees are subject to appropriate disciplinary action by the City, including but not limited to, an oral reprimand, written reprimand, unpaid suspension, and/or separation from employment, for misconduct occurring on any property owned or controlled by the City or at any function which is authorized, sponsored, or conducted by the City.

1. **Prohibited Conduct:** Other types of behaviors and/or misconduct for which appropriate disciplinary action may be taken include, but are not limited to, the commission of, or the attempt to commit, any of the following offenses on any property owned or controlled by the City or off City property at any function which is authorized, sponsored, or conducted by the City:
  - a. Any form of dishonesty, including theft, embezzlement, misappropriation of public funds or property, fraud, falsification of public records, including payroll, attendance, or other personnel records. This offense includes, but is not limited to, dishonesty related to employment applications, or records kept in performance of duties, misrepresentation of a material fact, or furnishing false information to the City or any other or governmental institution or agency.
  - b. Forgery, alteration, unauthorized destruction, or misuse of any City document, record, or identification source.
  - c. Intoxication, or the use of any unprescribed controlled substance or illicit drug, or of any marijuana plant or part of a marijuana plant.

- d. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on any property owned, leased, or controlled by the City or during any activity conducted, sponsored, or authorized by or on behalf of the city. A "controlled substance" will include any substance defined as a controlled substance in Section 102 of the Federal Controlled Substance Act (21 U.S. Code 802) or in the Alabama Uniform Controlled Substance Act (Code of Alabama, Section 20-2-1, et seq.).
- e. The unlawful possession, sale, or distribution of drugs or paraphernalia as defined by federal, state, or local laws.
- f. Disorderly or disruptive conduct, including rioting, inciting riot, or assembling to riot; raiding, inciting to raid, or assembling to raid City property or the property of another person or entity; intentional damage, abuse of equipment or facilities of City property or the private property of another person; or physical or verbal damage to or abuse of another person. This category of offenses also includes any involvement in acts or threatened acts of violence, including hostile behavior, or any threat of violence, whether made in person, by telephone, in writing, or electronically (including social media), toward any property of the City or private property of another person. Any such threat made from a location off City property will be considered to have been made on City property if it is received on City property or at a City or Orange Beach City Schools function.
- g. Lewd, indecent, obscene, or unduly offensive behavior or expression, including oral, written, photographic, or symbolic expressions or depictions that would be offensive to a person of ordinary and reasonable sensitivity.
- h. Any behavior that unduly disrupts the safe and efficient operation of the City or violations established safety and fire regulations.
- i. Unauthorized entry into or upon a City facility, or unauthorized use of City equipment, supplies, or other resources.
- j. Unauthorized solicitations on City property.
- k. Inappropriate contributions to blogs, message boards, and social networking or content-sharing sites.
- l. Fighting on City property.
- m. Failing to report to work.
- n. Failure to complete required training.
- o. Unauthorized absence from work or work area during scheduled work hours.
- p. Tardiness.
- q. Sleeping on the job when unauthorized.

- r. Taking property belonging to the City, fellow employees, volunteers or visitors without permission
- s. Insubordination toward a Manager/Supervisor or other City official.
- t. Misfeasance and malfeasance in the performance of duties.
- u. Any unauthorized production or distribution of any audio or video recording.
- v. Violation of the State Ethics Laws.
- w. Violation of any state or federal law, any local or county ordinance, or any policy, rule, or regulation of the City.
- x. Conduct unbecoming a public employee, including outside employment that the City deems inappropriate.

#### **07.10.11 Visitors in the Workplace**

Only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare and avoids potential distractions and disturbances. Visitors may be asked to sign in and provide photo identification when requested.

#### **07.10.12 Employee Workplace Attire and Grooming**

Employee workplace attire is required to be appropriate for the work environment. All clothing, including City uniforms, should be in good condition, not torn, ragged, or faded. Shirts must be buttoned appropriately.

Some employees of the City, because of their unique work requirements, may be required to wear special articles of clothing ("uniform"). If provided, City uniforms must be worn during working hours. A uniform is intended for employees (1) who require personal protection from workplace hazards, (2) whose working conditions subject their clothing to excessive wear and tear, and (3) whose daily responsibilities require obvious personal identification as a City employee with the public. A uniform is not intended for employees who work primarily in an office setting, who do not require clothing substantially different from other City employees, and who can satisfy periodic City employee identity needs by some other reasonable means.

The Department Executive Director of each department is responsible for establishing his/her department uniform policy. The policy must identify the positions required to wear a uniform, what clothing is required, and the annual dollar limitation the City will expend for each employee. The annual dollar limitation cannot exceed the amount approved for a department in the City's annual budget ordinance and is subject to the availability of budgeted funds. The City will purchase uniform items for an employee required to wear a uniform in accordance with the applicable departmental policy and state and federal law. Employees will not be reimbursed for uniforms.

Department Executive Directors will communicate their department workplace attire and appearance guidelines to staff. Any questions about the department guidelines for attire should be discussed with the immediate Manager/Supervisor.

Employees may be sent home without pay to correct violations of the workplace attire and grooming policy.

Exceptions to the workplace attire and grooming policy may be granted for employee religions, customs, and practices on a case by case basis upon application by the employee as required by applicable law.

1. **Prohibited Attire:** Employees may not wear:
  - Blue jean shorts
  - Other cut-off shorts
  - Distracting, revealing, or tight clothing
  - Pajamas or the appearance of pajamas/loungewear
  - Very short skirts, shorts, or dresses; or
  - Printed shirts with profanity and/or offensive slogans or images.
  
2. **Prohibited Conduct While in Uniform:** For purposes of this prohibition, uniform shall be considered any article of clothing displaying an official logo, seal, or trademark of the City of Orange Beach.
  - Employees will not behave in such a way as to cause public criticism or nuisance while in uniform.
  - Employees will not drink alcohol while in uniform.
  - Employees will not appear in Court while in uniform unless such appearance is in official capacity as a City employee.
  
3. **Required Grooming:**
  - Hair should be clean and neat, and facial hair should be neatly trimmed.
  - Makeup, scents, hairstyles and jewelry should not be extreme or eccentric and should contribute to a professional business image.
  - Acceptable hair, mustache and beard length will be job specific based on safety requirements and job responsibilities and will be established by individual departments.
  - Vulgar or offensive tattoos may require covering while on duty.

### **Additional Provisions and/or Information**

Refer to the Employee Discipline Policy.  
Refer to the Employee Grievance Policy.  
Refer to the Safety Policy.

## Section 8: Technology

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# Section 08.01 ■ Technology Assets and Services

## Overview

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to govern and manage all City technology assets and services, including wired and wireless networks, cloud-based services, City-owned and hosted systems, personal computers, laptops, printers, software, communication devices, and other technology resources. These systems are the property of the City of Orange Beach and are intended for use by authorized individuals to support the exchange of information and the effective conduct of City operations. The City of Orange Beach ensures compliance with all applicable Federal and State laws. Violations of this Policy must be reported to user's Department Executive Director.

The purpose of this policy is:

1. To define the responsibilities of the City's officers, employees, agents, departments, commissions, boards, offices, and agencies with respect to appropriate use and protection of the City's information technology assets and security.
2. To define acceptable and non-acceptable use of information technology assets including Internet and communications capabilities.
3. To ensure that the City's information technology assets are secure from unauthorized access, misuse, degradation, or destruction.
4. To ensure that compliance with this policy drives the City's ability to protect city services, City employees and citizens.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 08.01.01 Policy Oversight

This policy is governed by the City of Orange Beach and any federal, state, or local laws that relate to this policy. Every user of City resources must comply with all federal, state, and other applicable laws; all generally applicable City of Orange Beach rules and policies; and applicable contracts and licenses. Users are responsible for ascertaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their uses.

Prior to employment, all employees, contractors, and consultants who use the City's information technology as part of their job function are required to follow this Policy.

### 08.01.02 Compliance with Relevant Laws and Regulations

By virtue of the City's services to its constituents and the nature of its legal status, the City is covered by certain laws and regulations dealing with security and privacy of information, most notably the Criminal Justice Information Services (CJIS), National Criminal Information Center (NCIC), Health Insurance Portability and Accountability Act (HIPAA) and the Payment Card Industry Digital Security Standard (PCI-DSS). These laws and regulations, in some circumstances, may require additional safeguards for protection of the City's information beyond the stipulations of this policy. (For example, when accessing credit/debit cardholder data remotely, it is never to be stored on local hard drives, or external media. Furthermore, cut-and-paste and print functions are prohibited during remote access sessions.) Accordingly, users with access to Protected Health Information (PHI) must abide by HIPAA and users with access to credit/debit card information must abide by PCI-DSS, as applicable.

1. **Actions Upon Commencement of Litigation or Investigation:** Automatic deletion or manual deletion by users of emails with potentially relevant information shall be suspended to preserve responsive records once a formal investigation or litigation is reasonably anticipated or has commenced, upon receipt of a notice of litigation hold, or upon receipt of a public records request with regard to records responsive to it while it is pending. The obligation to preserve such records may be imposed by request of the Mayor or City Administrator, Executive Director of Human Resources, a Department Executive Director, the City Attorney or by the City Legal Department. Even in the absence of such a request, users aware of litigation, that litigation is reasonably anticipated, or of a pending public records request should not delete any potentially relevant information.
2. **Computer Crimes:** The Alabama Computer Crime Act, codified at Code of Alabama (1975) § 13A-8-100 through 13A-8-103, makes it a crime for a person to damage, or without authorization to modify computer equipment, computer networks, and computer programs and supplies or without authorization to access, examine, or use computer data and programs, and provides for punishment up to a Class B Felony. Federal law also makes it a crime to access computers or computer networks devoted in part to federal purposes without proper authorization. Any violation of such state or federal laws respecting computers will also constitute a violation of this policy.

### 08.01.03 Ownership of Assets

All information stored and processed over the City's technology systems is the property of the City. Users of the system have no expectation of privacy associated with the information they store in or send through these systems, within the limits of the federal, state and local laws of the United States and, where applicable, foreign laws.

### 08.01.04 Condition of Use

Technology assets and services are to be used in the manner and to the extent authorized and should not be used for personal gain, for commercial purposes, or for any discriminatory, harassing, obscene, or illegal purpose. Individuals may not share with or transfer to others their City of Orange Beach accounts including network IDs, passwords, or other access codes that allow them to gain access to the City's information technology resources. Employees engaging in electronic communications with people in other states or countries or on other systems or networks should be aware that they may also be subject to the laws

of those other states and countries and the rules and policies of those other systems and networks.

1. **Administrative Privilege:** The City of Orange Beach reserves the right to monitor, collect and store all electronic activity conducted on the City of Orange Beach network without consent or notification. Use of the City of Orange Beach network or computer resources constitutes acceptance of such monitoring. The City reserves the right to access any user account, electronic files, or transmissions for administrative purposes including archiving, system maintenance and repair, or as directed by the City Administrator, designee, or the employee's Manager/Supervisor for official business of the City. The City also reserves the right to suspend use of an account in the event the employee's password has been compromised, the employee is in violation of this policy, or as directed by the City Administrator, designee, or employee's Manager/Supervisor.
2. **Intention of Use:** The use of technology on or off City of Orange Beach property is intended for City business. The City is committed to professional use of technology and to preventing technology from becoming harmful to the reputation of the City of Orange Beach. It is the responsibility of the Manager/Supervisor to communicate with employees regarding appropriate use of technology. Any technology that disrupts this policy is prohibited.

#### 08.01.05 Expectation of Privacy

Except as otherwise provided by applicable law, users shall not have an expectation of privacy in any information they create, store, send or receive on information technology assets. The City retains the right, but not the duty, to monitor any and all aspects of its information and information technology assets, including, without limitation, monitoring Internet sites visited by users, monitoring chat groups and newsgroups, reviewing materials downloaded or uploaded electronically and reviewing files and email created, stored or received by a user. Such activity is to be consistent with applicable laws and performed in accordance with any City policies and procedures governing these actions. Specifically, any correspondence of the City in the form of email may be a public record under public records laws and may be subject to public inspection. Except for the City's right to retrieve and read any email message as provided in this policy, email shall be accessed only by the intended recipient. Emails and their content are occasionally visible to the City's IT Consultant employees engaged in routine testing, maintenance and problem resolution. Please note that, prior to use of information technology assets, a user shall execute and enter into the City of Orange Beach's Acceptable Use of IT Assets and Services Consent and Release Form which is in addition to and not exclusive of the rights granted and obligations imposed herein.

Users should respect the privacy of others, including, but not limited to, abstaining from unauthorized access to email, files, data, and transmissions.

1. **Monitoring System Use:** All information technology administrators, technicians and any other employees who by the nature of their assignments have privileged access to networks or computer systems must obtain written approval from the City Administrator to monitor user activity.
2. **Third-Party Information Privacy:** A wide variety of third parties have entrusted their information to the City for business purposes, and all workers at the City must do their

best to safeguard the privacy and security of this information. Customer account data is confidential, and access must be strictly limited based on business need for such access. Customer account information must not be distributed to third parties without advance authorization by the customer. Exceptions may be made in the case of customer incapacitation or death.

#### 08.01.06 Information Classification

To assist in the appropriate handling of information, a sensitivity classification hierarchy must be used throughout the City. This hierarchy provides a shorthand way of referring to sensitivity and can be used to simplify information security decisions and minimize information security costs. One important intention of a sensitivity classification system is to provide consistent handling of the information, no matter what form it takes, where it goes, or who possesses it. For this reason, it is important to maintain the labels reflecting sensitivity classification categories.

The owner of information must designate an appropriate label, and the user or recipient of this information must consistently maintain an assigned label. Labels for sensitive information must be used in the subject field of electronic mail messages or paper memos. Labels for sensitive information must appear on the outside of storage disks, magnetic tape reels, USB drives, CD-ROMs, audio cassettes, and other storage media. If a storage volume such as a compact disk contains information with multiple classifications, the most sensitive category should appear on the outside label. When creating a collection of information from sources with various classifications, the collection must be classified at the highest sensitivity level of the source information.

The City uses three sensitivity classification categories: Confidential, Internal Use Only, and Public. If information is not marked with one of these categories, it will default into the Internal Use Only category. If information falls into the Internal Use Only category, it is not necessary to apply a sensitivity label. Information that falls into the Confidential category is designated Sensitive.

1. **Confidential:** Confidential information is private or otherwise sensitive in nature and must be restricted to those with a legitimate business need for access. Sensitive personally identifiable information (PII) used for business purposes within the City which, if disclosed through unauthorized means, could adversely affect the City's personnel, including employees and constituents, and could have legal, statutory, or regulatory repercussions. Examples include: information exempt from disclosure under Alabama Code § 36-12-40, information protected from disclosure under the federal Health Insurance Portability and Accountability Act (HIPAA), other personal information including social security numbers, and personal financial information including credit card data protected by the Payment Card Industry's Digital Security Standard (PCI DSS), and sensitive information obtained from the Criminal Justice Information System (CJIS). Other information such as recorded information received by a public officer in confidence, sensitive personnel records, criminal investigations, and records the disclosure of which would be detrimental to the best interests of the public are exempt from disclosure and should be marked Confidential. Information submitted by outside entities marked proprietary is also considered Confidential. Decisions about the provision of access to this information must be cleared through the information owner. This data may be analogous to the Classified, Controlled Unclassified Information (CUI) or Traffic Light Protocol (TLP) Red markings; 22-8.

2. **Internal Use Only:** Internal Use Only information is intended for use within the City, and in some cases its affiliated organizations, such as City business partners. Information related to the City's business that if disclosed, accessed, modified or destroyed by unauthorized means, could have limited or significant financial or operational impact on the City. Examples include strategic plans, responses to Requests for Proposals (RFPs), economic development plans, information protected by intergovernmental non-disclosure agreements or other non-disclosure agreements, and design documents. This type of information is already widely distributed in the City, or it could be distributed in the organization without advance permission from the information owner. Examples are city or departmental telephone books and most internal electronic mail messages. Any information or correspondence not marked should be considered Internal Use Only until classified as Public by the appropriate approval authority or information owner. "For Internal Use Only", or "FIUO" are acceptable to use when marking this information. This categorization is analogous to the U/FOUO or TLP Amber markings.
3. **Public:** Public information has been specifically approved for public release by the City Administrator or designated Public Relations spokespersons. Unauthorized disclosure of this information will not cause problems for the City, its customers, or its business partners. Examples are marketing brochures and material posted to the City web pages. This data is analogous to the TLP White marking.

#### 08.01.07 Confidentiality Agreements

Users of any City information technology assets are required to read, understand, and agree to this Policy regarding their responsibilities and conduct related to the protection of the City's information technology assets. Users will not discuss any City information without proper clearance from their Department Executive Director (or his/her designee).

#### 08.01.08 User Access, Password Assignment, and Password Confidentiality

1. **User Access and Password Assignment:** Under the terms of this policy, employees of the City are given access to the City of Orange Beach information technology assets. If information technology resource access (such as network attached storage or email) is required, a user ID and password will be assigned to the employee.

All e-mail, network, domain accounts must be password protected. All new accounts will be created with a temporary password. The temporary password must be changed upon first use.

2. **User Responsibility:**

- a. **Password Confidentiality:** Employees are responsible for account use and password confidentiality. Use of an employee account by another employee or any other individual is prohibited. Any individual other than the person to whom they are assigned will not use the username and password or any other assigned authorization.

Users should not leave a computer logged on when vacating a workstation. The user is responsible for his or her account and any content left on the computer. Leaving an unattended logged-on computer puts the user and the City at risk.

- b. **Protection of Authentication Resources:** Users shall be responsible for keeping authentication resources (including passwords, PINS, proximity cards, etc.) private and protected. Authenticating information shall not be kept near the device in written form, or shared with others, including managers or supervisors.
  - c. **Ensuring Proper Use:** Users shall be responsible for ensuring the proper use of their account and any actions performed with a user's account shall be the responsibility of that user. Users shall not be permitted to allow other users to have access to their authenticating information. Users shall not be allowed to use another user's authenticating information unless explicitly approved by the applicable Department Executive Director or City Administrator. The Human Resources Executive Director and City Attorney must be consulted prior to allowing this access. This includes accounts belonging to former City employees.
  - d. **Mobile Device Security:** Mobile devices must be password protected; this includes but is not limited to tablets, smart phones, laptops and off-site desktops.
3. **Separation From Employment:** In the event of separation from employment, it is the responsibility of the separating employee to close the employee's account(s) and/or transfer account ownership to another employee/supervisor.
  4. **Violation of Policy:** Violations of this policy or any other policy through the unauthorized use of the username and password subjects the individual to whom the username and password are assigned to disciplinary action, up to and including separation from employment.

#### **08.01.09 Personally Owned Computer Hardware/Software**

Personally owned software cannot be loaded onto a City-owned computer unless it is directly related to the employee's job and is approved by the appropriate personnel. If any approved personally owned computer software is loaded onto a City-owned computer, the license and documents must remain with the City computer on City property in the event of an audit.

Computer hard drives may not be installed or removed without the express written consent of authorized Information Technology personnel.

#### **08.01.10 IT Consultant Support**

The IT Consultant is the primary point of contact for technology assistance and resources (such as hardware/software issues). Issues concerning all City managed equipment such as computers, printers, TVs, projectors, and AV equipment should be reported to the IT Consultant for service repair. Email [ITSupport@orangebeachal.gov](mailto:ITSupport@orangebeachal.gov) for assistance.

#### **08.01.11 Copyright Issues**

All City technology users must adhere to the copyright laws regarding software, data, and authored files. Users may not transmit copyrighted materials belonging to entities other than the City. Users should exercise caution when downloading material from an internet source as such an action may constitute violation of copyright laws. Intentionally infringing upon the

intellectual property rights of others in computer programs or electronic information, including plagiarism and/or unauthorized use or reproduction is strictly prohibited.

It is permitted for web pages to be printed and material downloaded from the internet for informational purposes if the purpose for such copying falls into the category of “fair use.”

The City is not responsible for copyright infringement by a user. Such responsibility will lie solely with the user.

Users found guilty of copyright infringement will be subject to disciplinary action, including possible suspension, expulsion, or dismissal.

Congress enacted the No Electronic Theft (NET) Act in 1997. The NET Act makes it a federal crime to reproduce, distribute, or share copies of electronic copyrighted works such as songs, movies, or software programs, even if the person copying or distributing the material acts has no intention of receiving profit. Electronic copyright infringement carries a maximum penalty of up to three years in prison and a \$250,000 fine.

### 08.01.12 Intellectual Property

1. **Trademark or Copyright Materials:** Copyrighted or trademarked material of patented inventions developed totally or partially on City time with the use of City materials or facilities or with City funding will be owned by the City.

An employee has the right to trademark or copyright any material and to patent any inventions unless duties of the employee requires the employee to produce the material for the City to copyright or trademark, or to develop an invention for the City to patent.

2. **Ownership:** Patent, Copyright, or trademark of IP created by the individual entirely on their own time and without the use of City resources (i.e., laboratories, library), will belong to the person creating the property.

If the IP created by the individual is created partially on their own time and partially on City time using City resources, the ownership in trademark, copyright, or patent belongs to the City.

3. **Royalties:** Where a marketable IP is created, the individual may share royalties. The City of Orange Beach and the individual who creates a marketable IP will be treated equally and on a fair basis regarding any compensation supplemental to the pay of the individual where appropriate. Any financial compensation made will be made solely from the proceeds derived from the sales of the IP and not from any other City, state, or federal funds. The portion of any royalty received will be in direct relationship to the verifiable amount of personal time, resources, and funds that are reasonable and necessary for the creation of the product. The City of Orange Beach and the individual must enter into an agreement for compensation prior to the creation of the product. This agreement must be approved in writing by the City of Orange Beach prior to payment of any compensation. The compensation agreement between the City and the individual must contain a caveat that the agreement is not necessarily in compliance with, and is not an exemption from, the Alabama Ethics Law. Thus, within ten (10) days of the execution of an agreement, a copy must be filed with the Alabama Ethics Commission.

### **08.01.13 Information Security Awareness Training and Education**

Information Security Awareness Training and Education begins during the hiring process, and it is the responsibility of the user to remain aware of current security policies. The City's Intranet site contains the City's Security Policies as well as a link to the City's annual Security Awareness Training. Users should read the security reminders that are periodically distributed by email. Users must also respond to the Information Security Notice that is displayed while logging on to City related systems.

### **08.01.14 Disposal of Media**

Except as otherwise provided by law or court order, electronic information maintained in a department's office will be destroyed by department staff or the IT Consultant when the retention period expires, in compliance with the City's implementation of the State of Alabama Record Retention laws. Any media containing sensitive data will be disposed of in accordance with the National Security Agency (NSA) guidelines to prevent any further access once it is destroyed.

### **08.01.15 Violation of Policy**

Employees who violate this policy are subject to disciplinary actions, up to and including separation from employment. Community members who violate this policy while utilizing Wi-Fi or other public technology resources are subject to being banned from using the City's technology resources and internet access.

## **Additional Provisions and/or Information**

Refer to Copyright, Trademark, and Patent Ownership Policy.

Refer to Employee Discipline Policy.

Refer to the Separations from Employment Policy.

## Section 08.02 ■ Acceptable and Unacceptable Use of Technology

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach that all technology systems are to be used for conducting City business. The acceptable and unacceptable use of the City's technology systems is outlined in this Policy.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 08.02.01 Acceptable and Unacceptable Use of Assets and Technology Services

To effectively conduct the City's business and operations, the City makes available various information technology resources to authorized employees and third parties, including e-mail, the City's Intranet, the Internet, and other communication and productivity tools. Use of these resources is intended for business purposes in accordance with users' job functions and responsibilities, with limited personal use permitted only in accordance with the City's ethics guidelines, personnel rules, this Policy, and other applicable City Policies. The limited personal use of information technology resources is not permissible if it creates a non-negligible expense to the City, consumes excessive time, or violates City or departmental Policy. The privilege of limited personal use may be revoked or limited at any time by the City or the Department Executive Director.

1. Users must not allow any consultant, visitor, friend, family member, customer, vendor or other unauthorized person to use their network account, e-mail address or other City provided information technology resources. Users are responsible for the activities performed by and associated with the accounts assigned to them by the City.
2. No user may use City provided Internet or Intranet access or the City's confidential or internal information to solicit or conduct any personal commercial activity or for personal gain or profit or non-City approved solicitation.
3. Users must not make statements on behalf of the City or disclose confidential or internal City information unless expressly authorized in writing by the Department Executive Director or information owner and its public release has been approved by City Administrator or designated Public Relations spokespersons. This includes Internet postings, or bulletin boards, news groups, chat rooms, instant messaging or social media.

4. Users must protect confidential or internal information being transmitted across the Internet or public networks in a manner that ensures its confidentiality and integrity between a sender and a recipient. All transmission of confidential information such as Personally Identifying Information (PII), Protected Health Information (PHI), Credit Card numbers (PCI-DSS), or any other sensitive data must be secured via appropriate encryption. No sensitive data may be sent via unencrypted or unapproved channels such as regular email, text/iMessage/WhatsApp, and/or any other means.
5. Internal information such as email lists must not be posted to any external information source, listed in telephone directories, placed on business cards, or otherwise made available to third parties without the prior express written permission of the user's Department Executive Director.
6. Users will not install software on the City's network or computer resources without prior express written permission from the IT Contractor. Peer-to-peer (P2P) applications, Voice Over IP (VOIP), instant messenger (IM) applications, and remote access applications pose an especially high risk to the City and their unauthorized use is strictly prohibited. City business must not be conducted on any device that allows P2P communication (such as file sharing music applications) without explicit written approval.
7. Users must not copy, alter, modify, disassemble, or reverse engineer the City's authorized software or other intellectual property in violation of licenses provided to or by the City. Additionally, users must not download, upload, or share files in violation of U.S. patent, trademark, or copyright laws. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third-party agreements or contracts.
8. Users must not affect security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless within the scope of regular duties; potential disruptions include, but are not limited to, port/IP scanning, packet sniffing, or IP spoofing.
9. Users must not use any City technology resources for illegal activities.
10. Users must not create and/or distribute viruses or other destructive programs.
11. Violating the rights of any person or other legal entity protected by copyright, trade secret, patent or other intellectual property laws, or similar laws or regulations, including, but not limited to, laws which protect against the installation or distribution of software products that are not appropriately licensed for use by the City.
12. Users must not access the Internet, the Intranet, e-mail, or any other manner to use, upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that, among other inappropriate uses:
  - interferes with official City business;
  - is hateful, harassing, threatening, libelous or defamatory, pornographic, profane, or sexually explicit;
  - is deemed by the City to offend persons based on race, ethnic heritage, national origin, sex, sexual orientation, age, physical or mental illness or disability, marital

status, employment status, housing status, religion, or other characteristics that may be protected by applicable civil rights laws;

- impersonates a person (living or dead), organization, business, or other entity;
- enables or constitutes gaming, wagering or gambling of any kind;
- promotes or participates in unauthorized fundraisers;
- promotes or participates in partisan political activities;
- promotes or participates in unauthorized advertising of City projects and any advertising of private projects or organizations;
- compromises or degrades the performance, security, or integrity of the City's technology resources and information assets;
- contains a virus, logic bomb, or malicious code; and,
- constitutes participation in chain letters, unauthorized chat rooms, unauthorized instant messaging, spamming, or any unauthorized auto-response program or service.

#### **08.02.02 Exceptions**

Employees may be exempted from some of these restrictions in the course of their legitimate job responsibilities (e.g., Investigative personnel may require access to web sites that are otherwise restricted). Department Executive Directors will approve and request exceptions.

#### **08.02.03 Violation of Policy**

Unacceptable use is prohibited, and is grounds for loss of computing privileges, as well as discipline or legal sanctions under federal, state, and local laws.

### **Additional Provisions and/or Information**

Refer to Copyright, Trademark, and Patent Ownership Policy.

Refer to Employee Discipline Policy.

Refer to the Separations from Employment Policy.

# Section 08.03 ■ Hardware and Software Systems and Security

Original Approval: DATE  
Last Updated: DATE  
Last Reviewed: DATE

## Policy and Purpose

It is the policy of the City of Orange Beach to purchase and provide technology hardware and software to employees for job related activities for the purpose of conducting City business.

In addition, the City conducts virus scanning and monitoring of its technology resources to protect them from the threat of malicious code. City technology assets, including removable storage devices, are required to be kept secure at all times. The City will intercept and quarantine any networking and computer resource that poses a threat to its information assets.

## Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

## Section Details

### 08.03.01 Allocation of Technology (Computer Hardware, Printers, and Software)

The Information Technology (IT) Contractor and Purchasing Department are responsible for the purchase and deployment of all computer hardware and peripheral devices.

The IT Contractor is responsible for accurate accounting for all computer hardware and printers on City property and these resources are allocated as part of the budget cycle.

- 1. Technology for a New Position:** If technology is needed to support a new position, the technology request must be submitted no later than 10 business days prior to the new hire start date. The Manager/Supervisor must notify the Information Technology Contractor of the following:
  - A detailed request for technology equipment (PC, monitor(s), laptop, printer, scanner, keyboard, etc.)
  - When and where the technology should be located (building, office, etc.)
  - A detailed request for technology access (email, financial software, electronic file maintenance, specialty software, etc.)
- 2. Technology Standards for Employees:** The standardized operating system for individual computers is Google (G-Mail, Google Drives, etc.).
- 3. Relocating Hardware:** Under no circumstance are employees to move computer hardware from the room where initially installed to another room. Each desktop and laptop are uniquely named to reflect the location where the device is to be kept. Relocation requests should be submitted to the IT contractor.

4. **Printers:** In areas where multiple employees work in a centralized office environment, a shared printer or multifunction device will be installed. These devices will be serviced and maintained by independent contractors. See the Department Executive Director for contact information as required.

#### **08.03.02 Separation from Employment**

When a user leaves the City, all information technology assets remain the property of the City. The Manager/Supervisor of the employee who separates from employment is responsible for notifying the Human Resources Department. The Department Executive Director will notify the IT Contractor of a pending separation from employment. This is necessary to ensure that the equipment is properly serviced and in good working condition for the next user.

The City may automatically disable or delete accounts where separation from employment is suspected even if formal notification was bypassed. The City reserves the right to remove access to information technology resources as needed. Communication between Human Resources, the Department, the IT Consultant, and Payroll is essential to identifying users who no longer need access to City resources.

Users are prohibited from taking away or copying information when he or she leaves the City without the prior express written permission of the City.

Refer to the Separations from Employment Policy.

#### **08.03.03 Hardware or Software Purchased from Departmental Budgets**

Software and hardware purchased by a departmental budget are the property of the City of Orange Beach. They may be relocated based upon City needs by the IT Contractor. Devices purchased through departmental budgets are not replaced by life cycle funds when they are no longer functional or out of date. Repairs for department purchases are paid for by the department. The Purchasing Department must authorize all equipment purchased from departmental budgets.

#### **08.03.04 Allocation of Software and Licensing**

The Purchasing Department is responsible for the purchase and deployment of ancillary software licenses, including the accurate accounting for these licenses.

#### **08.03.05 Software Use**

To prevent computer viruses from being transmitted through the system, no unauthorized downloading or installation of any software is permitted without authorization of the City. Software downloads and installation will be completed only after approval and/or assistance from the IT Contractor.

Under the provisions of U.S. copyright law, illegal reproduction of software can be subject to civil and criminal penalties including fines and imprisonment. Therefore, all system users must use properly licensed software and must use that software in accordance with the terms and conditions of the license agreement. Information Technology Users shall NOT:

- Copy, download, nor install unlicensed software.
- Install personally owned software onto City-managed computer systems.
- Install City-owned software on any non-City-owned computer systems, including home computers, unless specifically authorized in the software license agreement.

The term “software” includes the program, media, and licenses for all operating systems, utilities, services, and productivity tools whether freeware, shareware, open source, off-the-shelf, or custom developed without regard to the system(s) on which it is installed (workstation, server, etc.).

#### **08.03.06 Virus Checking**

All incoming emails must be scanned for viruses. Users are responsible for ensuring that software, files, and data downloaded onto the City’s workstations are properly scanned for viruses. This is generally handled automatically by the City’s endpoint security solutions. Users must not turn off or disable virus-checking or threat management protection software systems.

If users receive malware alerts, they must immediately disconnect from all networks, cease further use of the affected computer, and contact the IT Consultant for technical assistance. Users must not attempt to remove the threat on their own. If users believe they may have been the victim of malicious software, they must immediately contact the IT Consultant to minimize the damage. User possession or development of viruses or other malicious software is prohibited. Email [ITSupport@orangebeachal.gov](mailto:ITSupport@orangebeachal.gov) for assistance.

#### **08.05.07 System Back Up**

The IT Consultant will perform regular backups of user files stored on the City’s file servers and storage media that are centrally managed by the IT Consultant. This process can be coordinated in conjunction with the City’s user departments based on their individual business needs.

The IT Consultant will not routinely back up multimedia files in formats including, but not limited to, mp3, m4a, m4p .avi and .mov unless required by regulation, law, statute or similar directive.

Any personal files stored on City devices are not subject to backup and may be deleted at any time to ensure proper functioning of Information assets.

#### **08.03.08 Email and Instant Messaging**

Refer to the Email and Instant Messaging Policy.

#### **08.03.09 Removable Storage Devices**

Removable non-volatile storage devices (USB flash drives and external storage devices, phones, digital cameras, etc.) have the same vulnerabilities as disk media (malware, data loss) but greater capacity, and could be used to infect an information system to which they

are attached with malicious code, could be used to transport sensitive data leading to potential compromise of the data, and are frequently lost or stolen. Careful attention to the security of such devices is necessary to protect the data they may contain. For these reasons the following requirements apply to the use of removable storage devices.

1. No removable storage devices shall be attached to a City information system unless approved by the Department Executive Director. Each employee shall maintain an inventory of all approved removable storage devices and ensure controls are in place to protect the confidentiality, integrity, and availability of City data.
2. Removable non-volatile storage devices shall be secured, marked, transported, and sanitized as required by City standards in a manner appropriate for the data category they contain.
3. Removable non-volatile storage devices shall, whenever possible, be formatted in a manner that allows the application of access controls to files or data stored on the device.
4. Internal Use Only or Confidential Data shall be encrypted or safeguarded when stored on any removable non-volatile storage device. If no encryption is used, the device shall be securely stored apart from its storage media (whenever possible) and physical security must be assured. Departmental procedures shall clearly define the handling requirements for such data and devices, and device users shall be made aware of the risks and procedures.
5. Virus-scan all portable storage media (external hard drives, USB drives, etc.) before files residing on the media are transferred or accessed.
6. Maintain physical security of removable storage devices. Immediately report the loss or theft of any device containing any City data to the Department Executive Director.
7. User awareness training shall describe the risks and threats associated with the use of removable storage devices, the handling and labeling of these devices, and a discussion of the devices that contain persistent non-removable memory.

#### **08.03.10 Telephones and Cell Phones**

The City provides phones to employees to increase efficiency in doing business. Employees are required to abide by the following as it relates to making and receiving phone calls:

- Business phone calls. Employees are required to present a pleasant but professional behavior when making and/or receiving business phone calls. Employees should forward calls to the appropriate extension when away from the work area.
- Personal phone calls. The City recognizes that periodically personal phone calls must be made or received during business hours. Such calls should be held at a minimum, so they do not interfere with workflow.
- City issued cell phones are considered City Technology and should only be used for official City business. All issued devices remain the property of the City and shall be returned to the City upon separation from employment with the City.
- City cell phone numbers shall remain the property of the City at separation from employment. The City Administrator may approve exceptions.

### **08.03.11 Voicemail**

City telephones are also equipped with voicemail. Voicemail was installed to help maintain our high quality of service and to increase efficiency throughout the office. Voicemail will be an option for the caller; the call will not be put directly through to voicemail. It is recommended that employee greetings be changed regularly.

### **Additional Provisions and/or Information**

Refer to the Technology Assets and Services Overview Policy.

Refer to the Email and Instant Messaging Policy.

Refer to Employee Discipline Policy.

Refer to the Separations from Employment Policy.

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## Section 08.04 ■ Email and Instant Messaging

Original Approval: **DATE**  
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### Policy and Purpose

It is the policy of the City of Orange Beach City that email and instant messages are to be used for conducting City business. All emails and instant messages composed, transmitted, accessed, received, or stored in these systems are the property of the City of Orange Beach.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 08.04.01 Assignment of Email Accounts

Email accounts are issued to employees for the purpose of conducting business on behalf of the City of Orange Beach. Employees are required to follow this policy as it relates to the appropriate use of email. Employees are required to set up their email signature in compliance with the City Graphics Standard Manual outlined in the City Communications Policy. Quotes or other comments unrelated to City operation and/or the subject matter of the email are not appropriate for City email accounts.

#### 08.04.02 Email Usage

All City employees have a responsibility to ensure City electronic email and data is not only safeguarded, but appropriate electronic communications and documents are retained for the proper amount of time. To ensure the integrity and availability of email system resources all electronic communications are expected to comply with relevant federal and state laws as well as City policies and procedures.

#### 08.04.03 Public Record

Email is a public record. Email shall be distributed, stored, and disposed of based on the data content in accordance with City information management requirements. It is unauthorized to use other than the City owned email system to conduct City business. Users should have no expectation of privacy for their emails other than what is required for information classification or regulatory purposes; and,

Email content created, stored, transmitted, or received using City resources are the property of the City. Nothing in this policy shall be construed to waive any claim of privilege or

confidentiality of email content. Authorized City personnel may access, monitor, or disclose email content for City business purposes or to satisfy legal obligations.

Any encrypted email sent using City provided means may be decrypted at the request of the user's Department Executive Director, City Administrator, City Attorney, Executive Director of Human Resources or as needed for an investigation.

#### **08.04.04 Personal Use of City Email**

City email systems are to be used for business purposes in serving the interests of the government and of the people it serves; however, limited incidental personal use is permitted provided it does not consume a significant amount of computing resources, does not interfere with job performance, and does not violate laws, rules, policies, or licenses and further provided that the personal use provides convenience such that the interference with employee performance and work efficiency are more minimized by personal use of City property.

Employees and Managers/Supervisors are responsible for exercising good judgment regarding the reasonableness (frequency and duration) of personal use. Personal information stored in the City email system may be accessed by authorized users as part of normal job duties. Users are advised not to email sensitive information from their City accounts as it may be seen by other City personnel inadvertently.

- City email shall not be used for "personal gain".
- Personal email shall be deleted or saved separately from work-related email.
- Users are permitted to include personal appointments in their work calendar to help eliminate scheduling conflicts. Appointments should be kept "generic" for sensitive information such as doctor visits, etc.
- Users may store personal contact information in their work contacts folder.

#### **08.04.05 Prohibited Uses of City Email**

City email systems shall not be used for the creation or distribution of any disruptive or offensive messages, including but not limited to, offensive (vulgar or pornographic) content or offensive comments about a person's race, gender, age, appearance, disabilities, political beliefs, or religious beliefs and practices. Employees who receive any email with this content from any City employee should report the matter to their Manager/Supervisor immediately. If the offensive material is for a legitimate work reason (i.e., crime report) the sender will not be in violation of this policy. In addition, the following activities are prohibited:

- Sending or forwarding remarks and/or images considered obscene, offensive, racist, libelous, slanderous, or defamatory.
- Using an individual City email account to send or forward virus or malware warnings, security advisories, terrorist alerts, or other official warnings, alerts, or advisory messages without prior approval (unless in the course of normal assigned duties).
- Sending unsolicited email messages including junk mail, spam, or other advertising material to individuals who did not specifically request such material except in the execution of normal government information dissemination.
- Postings to newsgroups by personnel using a City email address unless in the course of business duties.
- Using City email for personal or commercial ventures, religious or political causes, endorsement of candidates, or supporting non-government organizations.

- Sending or forwarding chain letters or joke emails.
- Disguising or attempting to disguise your identity when sending email.
- Sending email messages using another person's email account.
- Intercepting email messages destined for others.
- Unauthorized use, forging, or attempting to forge email header information or messages.

Alabama law provides specific penalties for anyone who knowingly tampers with (i.e., alters, conceals, mutilates, or destroys) a public record. Section 13A-10-12 of the Code of Alabama 1975 designates tampering as a Class A misdemeanor, punishable by up to one (1) year in jail.

#### **08.04.06 Auto Forwarding City Email**

To preclude inadvertent transmission of confidential or “for internal use only” information outside of the City, auto forwarding shall not be used to send City email to a non-City Internet email address.

#### **08.04.07 Mass Emails**

Group distribution lists must be relevant to the group being mailed and shall pertain to City business and/or serve the interests of City employees or constituents.

#### **08.04.08 Setting Up Electronic Mail (Email) Signature Procedure(s)**

Refer to Appendix A: Section 08.

#### **08.04.09 Instant Messaging**

Instant Messaging (IM) is subject to many of the same threats as email (known security holes, information leaks, vulnerability to malware, etc.), and IM users are frequently the target of phishing attempts. For these reasons the following policies shall apply to all IM communications:

1. IM shall be used only for business communications (it is not provided for personal use).
2. IM shall not be used to communicate sensitive or confidential information.
3. IM file transfers are not authorized.
4. IM is correspondence that creates a record that can be subpoenaed and used as evidence in litigation or regulatory investigations; therefore, IM correspondence shall be retained in accordance with applicable city or state data and record retention policies.

IM content, created, stored, transmitted, or received using City resources, is the property of the City. Nothing in this policy shall be construed to waive any claim of privilege or confidentiality of IM content. Authorized City personnel may access, monitor, or disclose IM content for any business purpose or to satisfy legal obligations.

### **Additional Provisions and/or Information**

There are no additional provisions and/or information applicable to this policy.

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## Section 08.05 ■ Internet Use

Original Approval: DATE  
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### Policy and Purpose

It is the policy of the City of Orange Beach to provide employees with access to the Internet as a business and informational resource to support and enhance the capability of Internet users to carry out their job responsibilities. Internet users are expected to handle their access privileges in a responsible manner and to follow all Internet-related policies and procedures.

The City reserves the right to access, monitor, or disclose all Internet activity as required in the course of monitoring, auditing, or responding to legal processes or investigative procedures. Users do not enjoy any right of personal privacy when using City provided Internet services. All records created as a result of using Internet services are government records. As such, these records are subject to the provisions of state laws regarding their maintenance, access, and disposition.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 08.05.01 Responsibility for Internet Access

Internet usage records may be public records under the Alabama public records laws and may be made available to the public upon lawful request. If a department deems their use of Internet services is an exception to the public records laws, the Department Executive Director shall request exception through the State Records Commission.

#### 08.05.02 Executive Director Responsibility for Internet Access

It is the responsibility of the Department Executive Director to:

1. Ensure that each employee, agent, contractor, or other person utilizing Internet services has been advised of and understands all policies and restrictions applicable to the use of such services; and,
2. Take appropriate managerial and/or disciplinary action for inappropriate uses of Internet services by City employees or other persons accessing Internet services through that department.

#### 08.05.03 Internet Content Management

Use of City IT resources for the purpose of viewing, executing, or downloading content inappropriate for official City business exposes the City and its data to risks including viruses, spyware and other malware threats, compromise of network systems and services, and potential legal and liability issues. To mitigate these risks, access to certain categories of Internet content is restricted (blocked); and,

The following categories of Internet content present a threat to the security of City systems or have been deemed not necessary for conducting official City business and are therefore blocked:

- Games and Gambling;
- Malicious Websites;
- Nudity and Risqué;
- Phishing;
- Peer-to-Peer File Sharing;
- Pornography;
- Proxy Avoidance;
- Spam URLs; and,
- Any additional website(s) or category of sites not listed above may also be locked if deemed a cyber security risk.

#### **08.05.04 Exceptions**

Exceptions may be granted to access blocked web sites for individuals or groups that have a business need for access in order to do their jobs. Each request for access to a blocked web site requires a legitimate business need and written approval of the requesting Department Executive Director or his/her designee.

#### **08.05.05 Ethical and Responsible Use of the Network/Internet**

The City of Orange Beach will not be responsible for any damage to the person or property from the use of the City of Orange Beach's Network System.

The City's technology systems, including email service, internet service, and City-provided equipment, is the property of the City of Orange Beach and is not intended for personal use. It is not acceptable to use City resources for purposes which violate any federal or state law or City Policy; are harmful or harassing to others; disrupt normal network use and service; execute for-profit commercial activities or business transactions; or constitute political campaigning.

All users are accountable for use of resources in an effective, ethical, and lawful manner. Users are prohibited from accessing the internet for any unethical or immoral purpose, including any activity associated with pornography, obscenity, violence, gambling, racism, harassment, personal gain, or any illegal activity. Users are discouraged from using profanity or vulgarity when posting electronic mail via the internet or posting to public forums (i.e., newsgroups). Any electronic mail sent through postings to public newsgroups must fall within these ethical standards.

All users must abide by all federal and state laws regarding information sent through the internet. Unauthorized release or disclosure of information through the internet or through any other means is strictly prohibited.

Users are forbidden from engaging in any activity which is in violation of the Code of Alabama (1975) §§ 36-25-1 through 36-25-30, as amended (the “State Ethics Law”), or which, in the opinion of the City of Orange administration, may be contrary to such law.

### **Additional Provisions and/or Information**

Refer to the Technology Assets and Services Overview Policy.

Refer to Employee Discipline Policy.

Refer to the Separations from Employment Policy.

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## Section 08.06 ■ Social Media

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

It is the policy of the City of Orange Beach to address and minimize risks and define the allowable and prohibited uses of social media technologies in the City information technology (IT) environment.

Legal, professional, and ethical standards that apply to correspondence and other forms of communication generated by the City of Orange Beach employees also apply to communications and statements made or publicized through social media (e.g., confidentiality requirements). Refer to the Standards of Behavior Policy.

The purpose of this policy is to establish procedures for employees to ensure that personal use of social networking sites does not violate state or federal law or City policies and does not negatively impact the employees' professional reputation or their ability to perform their duties.

### Section Scope

Policy scope is found in the Definitions and Policy Manual Scope section of this Manual.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 08.06.01 Social Media Use

Organizations may utilize commercial social networking websites (such as Facebook, Instagram and X) or integrate social media capabilities (such as a wikis or weblogs) into City hosted websites. All social networking requests must be approved by the City's Public Relations Manager.

#### 08.06.02 Risks

City agencies desiring to enhance their ability to communicate and interact with the public are turning to social media technologies such as weblogs, wikis, Facebook®, X®, etc. As with most technologies, social media poses certain risks including but not limited to:

- Adverse impact to network bandwidth.
- Reputational risk to personnel, the department, and the City.
- Potential exposure or leakage of sensitive or protected information (such as copyrighted material, intellectual property, personally identifying information, etc.).
- Potential avenue for malware introduction into the organization's IT environment.

### **08.06.03 Public Relations Manager Responsibilities**

It is the Public Relations Manager's responsibility to:

1. Assign and train appropriate personnel to oversee the use of department social media, evaluate and authorize department requests for usage, and determine appropriateness of the content posted to social media sites.
2. Understand that social media website contents are public records that must be retained and archived in accordance with applicable records disposition requirements.
3. Periodically review social media usage to ensure it continues to reflect the City's communication strategy and priorities.

### **08.06.04 Department Responsibilities**

It is the Department Executive Director's responsibility to:

1. Disable (if possible) any unnecessary functionality within social media websites or applications, such as instant messaging (IM) and file upload/exchange.
2. Minimize or eliminate links to other websites, such as "friends", to minimize the risk of exposing a government user to a link that leads to inappropriate or unauthorized material.
3. Suppress any commercial or third-party advertisements (sometimes present when using freeware versions of social media software or tools).
4. Monitor (and filter as necessary) all social media website content posted and/or viewed.
5. Prohibit/block file uploads to the maximum extent possible. Where file uploads are allowed, ensure all user-submitted files are automatically virus scanned.
6. Include appropriate statements on City-hosted social media sites advising users of the public nature of the information they post.

### **08.06.05 User Responsibilities**

It is the individual user's responsibility to:

1. Understand that official social media may not be used for personal gain, conducting private commercial transactions, or engaging in private business activities.
2. Understand that postings to social media websites immediately become part of a public record.
3. Users shall not post or release proprietary, confidential, sensitive, personally identifiable information (PII), protected health information (PHI), or other City government intellectual property on social media sites.

4. Users who connect to social media websites through City information assets, who speak officially on behalf of the City department or the City, or who may be perceived as speaking on behalf of a department or the City, are subject to all department and City requirements addressing prohibited or inappropriate behavior in the workplace, including acceptable use policies, user agreements, sexual harassment policies, etc.
5. Users shall not speak in social media websites or other on-line forums on behalf of a department, unless specifically authorized by the Department Executive Director or his/her designee or the Public Relations Manager.
6. Users may not speak on behalf of the City unless specifically authorized by the City Administrator or his/her designee.
7. Users who are authorized to speak on behalf of the department or City shall address issues only within the scope of their specific authorization.
8. Users who are not authorized to speak on behalf of the department or City shall clarify that the information is being presented on their own behalf and that it does not represent the position of the City or a department.
9. Users shall not utilize tools or techniques to spoof, masquerade, or assume any identity or credentials except for legitimate law enforcement purpose or for other legitimate City purposes as defined in the department policy.
10. Users shall use different passwords for different accounts; do not use the same password for both a social media site and City network or email accounts.
11. Users will not use their City email account or password in conjunction with a personal social media site.

#### **08.06.06 Personal Use of Social Media**

In general, employees who participate in social media and social networking are free to publish their own personal information without censorship by the City. Employees who choose to identify themselves as City employees through social media must state in clear terms that their expressed views are theirs alone and do not reflect the views of the City. Except as authorized, employees are prohibited from representing the City through their personal use of social media. Conduct unbecoming an employee, while on or off duty, which tends to bring discredit upon the City and its employees; which adversely affects the morale or efficiency of, or public respect for, the employee's assigned department, or which otherwise threatens order, safety, or health would constitute a failure of good behavior, their contribution to social media and social networking can do the same. In situations where an employee's social media contribution causes an issue which is substantially related to an important government interest, or which has the effect of creating a disruption in the workplace (e.g., such as where the usage is tied to threatening, discriminatory, harassing, or retaliatory behavior directed at the City or an employee of the City), may be subject to disciplinary action up to and including termination. Except where authorized, employees' social media content will not include intellectual property of the City (e.g., drawings, designs, software, ideas and innovation) or the City's logo.

### 08.06.07 Prohibited Use

Employees are prohibited from unauthorized use of social media accounts during work hours for personal purposes. Further, employees who do not maintain City social media sites are prohibited from using City technology to log into social media accounts for personal purposes.

- Practice common sense.
- Employees who post (which includes but is not limited to blog posts, comments, wall posts, status updates, modification of profiles, or tweeting) regarding work are required to comply with all legal and ethical requirements, as well as the City's policies regarding harassment and discrimination and other matters including those governing the confidentiality of City and personnel information.
- Do not disclose confidential or other information about the City, its employees, officers, officials or patrons.
- Do not violate the privacy interests of any City employees, officers, officials, or patrons.
- Do not use any materials belonging to the City, including promotional and marketing materials, without the written permission of the City Administrator or designee.
- Do not post or transmit photos or other media created during work hours without the written permission of the City Administrator or designee.
- Assume that people, including co-workers, Managers/Supervisors, and their family members are reading your posts.
- Be respectful. Do not make discriminatory, defamatory, libelous or slanderous comments when discussing the City, its officers, Managers/Supervisors or employees.

Nothing in this policy is intended to prohibit, nor should it be interpreted as prohibiting employees from engaging in communications with other City employees concerning working conditions or issues.

The City may address as a disciplinary issue any post/comment in a blog or on a social media site that reflects negatively on the employee's work ethic or level of commitment to the City. Violations of this policy may result in discipline up to and including separation from employment.

### Additional Provisions and/or Information

Refer to Employee Discipline Policy.  
Refer to the Separations from Employment Policy.

## Section 08.07 ■ AI Generative Technology

Original Approval: **DATE**  
Last Updated: **DATE**  
Last Reviewed: **DATE**

### Policy and Purpose

Generative AI (GenAI) is a type of artificial intelligence (AI) that uses computer algorithms to create written, visual, and other types of content in response to a user's prompt or question. The City recognizes that the use of GenAI tools (like ChatGPT, DALL-E, Bing AI, Google Gemini (formerly Google Bard), Copilot, Otter.AI, and Read.AI) (GenAI Tools) can support City functions and services, increase employee productivity, and foster innovation, and we support the use of GenAI Tools in a safe, ethical, and secure manner. At the same time, we recognize that the use of GenAI Tools can pose risks to our operations and citizens related to data security, confidentiality, accuracy, and ethical considerations. Because GenAI Tools are relatively new technology and rapidly evolving, the potential policy impacts and risk to the City are not fully understood and the use of GenAI Tools can have unanticipated effects.

The purpose of this Generative AI Use in the Workplace Policy ("Policy") is to provide employees with guidelines for the responsible use of GenAI Tools while protecting the City and minimizing the risk of misuse, unethical outcomes, potential biases, inaccuracy, and information security breaches.

### Section Scope

This Policy applies to all City employees in the course of their employment when using GenAI Tools for authorized business purposes, including in their dealings with third-party agents and vendors, and when using an employee's personal devices for authorized business purposes.

### Section Definitions

Definitions are found in the Definitions and Policy Manual Scope section of this Manual.

### Section Details

#### 08.07.01 Compliance with Related Policies and Agreements

This Policy is intended to add to, not contradict, limit, or replace, applicable mandatory rules, policies, legal requirements, legal prohibitions, and contractual obligations, all of which remain in full force and effect. Any use of GenAI Tools under this Policy must comply with the relevant policies, internal controls, and guidelines of the City.

#### 08.07.02 Guidelines for Using GenAI Tools

GenAI is a tool and employees are responsible for the outcomes of the tools they use to accomplish tasks. Technology assists work but does not excuse employees' judgment or

accountability. All employees are responsible for using GenAI Tools in a productive, ethical, and lawful manner.

1. It is important that employees understand how GenAI Tools work before using them.
  - a. Employees must complete any required GenAI training before using GenAI Tools in their work.
  - b. Employees must review the terms of use for the GenAI Tool and applicable City policies governing data security before using.
2. Employees may only use GenAI Tools that have been approved by the employee's supervisor.
3. GenAI Tools should only be used for the following authorized purposes:
  - a. Asking general-knowledge questions to enhance your understanding on a work-related topic.
  - b. Creating formulas to be used in Excel spreadsheets or similar programs.
  - c. Drafting emails, letters, memoranda, and presentations on a non-confidential topic.
  - d. Creating outlines and checklists.
  - e. Summarizing research.
  - f. Other authorized purposes to meet the needs of the City.

All other purposes must be authorized in advance in writing by the Department Executive Director. The City retains the right to monitor all employees' use of GenAI Tools.

4. GenAI usage in City business may be subject to open records requests and information entered into GenAI Tools is often visible to the provider of the tool as well as other users.
  - a. When using unprotected GenAI Tools, users shall not provide the tool with any information that is considered sensitive, confidential, personally identifiable to an individual, or otherwise non-public information.
  - b. Employees shall track and document their use of GenAI Tools for City business as required by Departmental policy. This includes saving all chats, queries, and prompts, as well as the AI output.
5. Employee accounts for GenAI Tools used in the workplace should use a City email address for log-in purposes and be used exclusively for City business. This account should not be used for any personal purposes and should be used for all GenAI use in the employee's role at the City.
6. Employees must comply with all applicable laws and regulations, including copyright, intellectual property, and data protection laws, when using GenAI Tools. The use of

GenAI Tools to create content that infringes upon the intellectual property rights of others, whether intentional or not, is strictly prohibited.

7. Employees must thoroughly review all GenAI Tool created content before using in public communication or decision-making to:
  - a. Ensure that the content does not contain biased, offensive, abusive, or discriminatory content.
  - b. Ensure that the content does not improperly use or disclose personal or confidential information.
  - c. Verify accuracy or reported facts with other trusted sources, including reading entire source documents provided to GenAI Tools for summary.
8. Employees must clearly disclose when they have used GenAI Tools to create a substantial portion of final content.
  - a. Written content should include a footnote similar to: “This document was drafted with support from [name of GenAI Tool] on [date of generation]. The content was edited and fact-checked by City staff. Sources for facts and figures are provided as they appear.”
  - b. All images and videos must cite any AI used in creation, even if the final product was substantially edited. Image and video citations must be embedded in every frame of the image or video.
9. Employees are prohibited from using GenAI Tools to:
  - a. Conduct or solicit illegal activities.
  - b. Engage in or promote discriminatory, biased, offensive, or unethical practices.
  - c. Infringe the rights of others, including privacy and intellectual property rights.
  - d. Interfere with the performance of their jobs or of other employees’ jobs.
  - e. Provide any information to a GenAI Tool that is considered sensitive, confidential, personally identifiable to a member of the public, or otherwise non-public information.
  - f. Translate content to or from a foreign language if the employee does not have the ability to verify the accuracy of the translation.
  - g. Perform the following workplace tasks: Record, create a transcript of, take notes during, or create a summary of a confidential meeting.
10. Employees should be aware that the City continues to research GenAI Tools and that further research may result in more restrictions on the use of GenAI Tools in the workplace. Employees are cautioned not to rely heavily on use of GenAI Tools in their jobs or use them to support critical processes.

### **08.07.03 GenAI Tool Audits**

Each department utilizing Generative Information Technology Software shall perform the following duties to facilitate the City of Orange Beach's compliant use of GenAI Tools:

1. Implement an audit system to carefully monitor and document all GenAI Tool inputs and outputs to identify potential issues, biases, or errors. This includes identifying the source of all data sets used with GenAI Tools and labeling GenAI Tool outputs to indicate that they were produced in whole or in part using GenAI technology.
2. Consult with the City Attorney regarding any legal issues raised by or during any activities referred to in this Policy section and escalate these issues to executive management, when necessary.
3. Regularly review and update this Policy to reflect changes in technology, legal requirements, ethical norms, and best practices.

### **08.07.04 Mandatory Training**

The City will provide training opportunities and expert resources to help employees understand their obligations under this Policy and avoid creating undue risks. Employees in positions utilizing GenAI Tools must complete GenAI use training. Managers must ensure that their employees complete all required training.

The City of Orange Beach may deem failure to participate in required training a violation of this Policy.

The City of Orange Beach will retain attendance records and copies of GenAI training materials provided to employees.

### **08.07.05 Reporting Non-Compliance**

Employees who become aware of an actual or potential violation of this Policy, or have reason to believe a violation has occurred, must promptly disclose this fact to the Department Executive Director.

### **08.07.06 Violations of This Policy**

Conduct in violation of this Policy will subject the employee to discipline, up to and including termination of employment.

## **Additional Provisions and/or Information**

Refer to Employee Discipline Policy.  
Refer to the Separations from Employment Policy.

# Section 00.00 ■ Definitions and Policy Manual Scope

Original Approval: DATE  
Last Updated: DATE  
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## Policy Manual Scope

Policies in this Manual apply to all City of Orange Beach employees during work or any activity involving the City. In addition, Mayor, City Council, visitors, vendors, contractors, and all other non-employees may be expected to recognize and comply with policies within this Manual, when applicable.

Exceptions to scope may be found in individual policy sections, as applicable.

## Definitions

Exceptions to definitions may be found in individual policy sections, as applicable.

*Absence:* An absence is the state of off duty during a scheduled duty period. There are two types of absences: excused and unexcused as referenced below:

1. **Excused Absence:** An absence from duty with approval from the Manager/Supervisor including approved sick leave, approved annual leave, approved unpaid leave. Approved absences do not incur penalty of any form.
2. **Unexcused Absence:** An absence from duty without approval from the Manager/Supervisor. Unexcused absences do not include absences protected by law. Unexcused absences are subject to disciplinary action against the employee.

*Allowable Expense:* Expenses in connection with employee travel for official business of the City of Orange Beach.

*Applicant/Candidate or Qualified Employee:* An applicant or employee who, with or without reasonable accommodation, can perform the essential functions of the employment position, except that an employee or applicant shall be considered qualified if: a) any inability to perform an essential function is for a temporary period; b) the essential function could be performed in the near future; and c) the inability to perform the essential function can be reasonably accommodated. This individual has applied for a position that has been posted through the Human Resources Department. **NOTE:** The term applicant and candidate are used interchangeably.

*Anniversary Date (Hire Date):* The employee's first day of work upon completion of employment preboarding and onboarding requirements as set forth herein. If an individual is separated and subsequently re-employed, the new hire date will be established as the anniversary date.

*Authenticating Information:* Any information that can be used to verify the identity of a user, process, or device, often as a prerequisite to allowing access to resources in an information system, such as passwords, PINs, fingerprints, etc.

**Authorized Mileage Reimbursement:** Mileage reimbursement is the compensation received when using a personal vehicle for official business purposes. The mileage reimbursement applies to cars, vans, pickups, and panel trucks and is usually calculated per mile. The reimbursement covers costs for using a personal vehicle for business, including fuel, maintenance, repairs, insurance, registration, and depreciation, but excludes personal or commuting mileage.

**Blood Borne Pathogen:** Infectious microorganisms in human blood that can cause disease in humans.

**Brand:** An intangible marketing or business concept that helps people identify a company or product.

**Catastrophic Illness:** For purposes of a sick leave bank, the term “catastrophic illness” is defined as any illness or injury not workman’s compensation related (so certified by licensed physician) which causes the employee to be absent from work for an extended period of time.

**City Logo:** The graphic representation or symbol of the City of Orange Beach used for recognition and official business.



**City Property:** All facilities, job sites, vehicles and equipment that are leased, operated, or utilized by the City of Orange Beach or its employees for work-related purposes. This will include buildings, parking areas and driveways, lockers, toolboxes or other related storage areas used by employees.

**City Seal:** The embossed emblem, figure, symbol, word, letter, etc., used as attestation or evidence of authenticity on behalf of the City of Orange Beach.



**Computer Hardware:** Electronic devices, network equipment, telephones, printers, copiers, fax machines, and removable media owned, leased or licensed by the City and provided to users for their use in connection with or concerning business of the City.

**Computer Resources:** All related peripherals, components, disk space, system memory and other items necessary to run computer software and hardware.

**Computer Software:** Intellectual property, operating systems, firmware, source code, applications, middleware, etc., and information systems owned, leased or licensed by the City and provided to users for their use in connection with or concerning business of the City.

**Conduct Unbecoming a Public Employee:** Employees shall conduct themselves, both on and off duty, in such a manner as to reflect most favorably upon their Department. Conduct Unbecoming a Public Employee is conduct, whether on or off the job, that:

- Adversely affects the employee's ability to continue to perform his or her current job.
- Adversely affects the morale, operations, or efficiency of City Departments/Divisions.
- May adversely affect, lower or destroy public respect and confidence, or bring discredit upon any department, officer or employee; or brings their department/division or any officer or employee into disrepute or brings discredit upon their department or any officer or employee.

**Contamination:** Contamination is the act of making something impure or unsuitable due to the contact of a Blood Borne Pathogen.

**Covered Service Member:**

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. A veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness incurred in the line of duty and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

**Credit Card Data:** The Primary Account Number (PAN), Card Verification Value (CVV—the 3-4 digit code on the signature block on the back of a credit card), track data (the data read directly from the magnetic stripe of a credit card) and PIN Block data (also read from the magnetic stripe).

**Department Logo:** The graphic representation or symbol of a specific City of Orange Beach Department used for recognition, but not for official business.

**City Vehicles/Vessels:** A vehicle or vessel owned by the City of Orange Beach including passenger vehicles, utility vehicles, emergency services vehicles, boats, jet skis, golf carts, ATVs and any other motorized self-propulsion apparatus owned and/or used by City employees for official City purposes.

**Device:** Computing and communications hardware with information storage capability (e.g., computers, servers, tablets, cellular telephones, smart phones).

**Disability:** Under the ADA, a disability is defined as any physical or mental impairment which substantially limits a major life activity, a history of such an impairment, or are regarded as having an impairment.

**Disturbance:** Any activity on the City's property which includes any of the following:

- Violates the law;
- Disrupts the orderly business operations of City facilities or personnel; or
- Endangers the life or property of any individual or the City.

*Drug Free Workplace:* Refer to Policy 02.02 for all definitions related to this policy.

*Eligible Dependent:* Eligible dependents are:

- A spouse;
- A married or unmarried child up to age twenty-six (26); and
- An unmarried, incapacitated child who (1) is age twenty-six (26) or over; (2) is not able to support himself or herself; and (3) depends on the employee for support, if the incapacity occurred before age twenty-six (26). The child may be the employee's natural child; stepchild; legally adopted child; child placed for adoption; or eligible foster child. An eligible foster child is a child that is placed with the employee by an authorized placement agency or by court order.
- **NOTE:** Employees may cover a grandchild only if the employee is eligible to claim the grandchild as a dependent on the employee's Federal income tax return.

*Eligible Employee:* An eligible employee is an employee eligible for the individual benefit described in the Details section of the Benefits Policy. **NOTE:** Eligibility varies by benefit.

*Employee:* An employee is an individual who meets the employment eligibility requirements referenced in the policy, has been hired and onboarded through the Human Resources Department, and is receiving payment (or will receive payment) for work performed through the Finance Department.

*Employee Assistance Program (EAP):* The employer-sponsored service providing a variety of support programs to eligible employees and their eligible dependents concerning work-related difficulties, as well as problems originating outside the workplace when such troubles affect your work attendance or on-the-job performance.

*Employee's Retirement System (ERS):* The ERS is a state retirement program administered by the Retirement System of Alabama (RSA).

*Employment Types:* The City of Orange Beach classifies employment types into the following categories:

1. *Appointed Full Time Officer:* Officers are appointed by the City Council. Full time Officers are entitled to the same benefits and service time calculations as full time employees.
2. *Full Time Employee:* A full time employee is hired on a regular, full time basis upon completion of a one (1) year probationary period. This employee is entitled to all standard fringe benefits, including retirement, paid annual leave, paid sick leave, holiday pay, and other benefits.
3. *Regular Part Time Employee:* A regular part time employee is hired for an indefinite period of time to work less than thirty (30) hours per week. The regular part time employee is eligible for retirement benefits. This regular part time employee is not eligible for paid annual leave, sick leave, holiday pay, or other benefits. Also, this regular part time employee is not typically expected to work overtime. Employees categories as Regular Part time may not work more than an average of thirty (30) hours per week over the benefit measurement period (one calendar year), per the ACA.
4. *Regular Part Time Plus the Federal Affordable Care Act (ACA) Employee:* A regular part time plus ACA employee is hired for an indefinite period of time to work at least thirty

(30) hours but less than forty (40) hours per week. The regular part time plus ACA employee is eligible for retirement benefits and health insurance benefit(s). The City is required to offer health insurance benefit(s); however, the employee may voluntarily waive health insurance. This regular part time plus ACA employee is not eligible for paid annual leave, sick leave, holiday pay, or other benefits. Also, this regular part time plus ACA employee is not typically expected to work overtime.

5. *Temporary/Seasonal Employee*: Temporary/seasonal employees are employees that have a pre-defined employment separation date that does not exceed nine (9) months per year.

*Essential Employee*: A designated employee who is required to work during a business closure to meet the operational requirements of the City.

*Exempt*: An exempt position is not eligible for certain Federal and State labor law protections, most notably overtime and minimum wage.

*Fair Use*: The doctrine that copyright material may be quoted verbatim, if attribution is clearly given and that the material quoted is reasonably brief in extent.

*GAAP*: Generally Accepted Accounting Principles.

*Genetic Information*: Includes family medical history and information regarding individuals' and family members' genetic tests and genetic services.

*Grievance*: A written statement of complaint over an issue believed to be a violation, misapplication, or misinterpretation of policy resulting in unfair treatment.

*Grievant*: The employee submitting the written grievance.

*Harassment*: Any hostile, threatening, intimidating, offensive, insulting, or demeaning words or conduct that is based upon a person's sex, race, color, religion, age, marital status, pregnancy, disability, national origin and ethnic background or any other legally protected status. Examples of harassment include, but are not limited to:

- Offensive, insulting or demeaning remarks (whether verbal or in writing), gestures, jokes, pranks, slurs, graffiti about a person's sex, race, color, religion, age, marital status, pregnancy, disability, national origin, ethnic background or other legally protected status.
- Repeated contact solicited during non-traditional business hours which may be perceived as harassment by the recipient unless it is specifically associated with required work-related duties.
- A Manager/Supervisor's use of threatening, intimidating, demeaning, or insulting words or actions in dealing with employees, particularly any derogatory comments about an employee or about an employee's job performance related to the employee's legally protected status.

*Health Insurance Qualifying Event*: A qualifying event is an event that triggers a special enrollment period for an eligible employee or eligible dependent to change health insurance enrollment. Some examples of qualifying events include, but are not limited to:

- Birth or adoption of a child.
- Marriage or divorce.
- Loss of other coverage.

- When an eligible dependent child becomes ineligible due to age.

*Hiring Manager/Supervisor:* The hiring Manager/Supervisor is the person for which a vacant position reports to. The hiring manager has the authority to select a qualified applicant for hire.

*Hostile Environment:* A hostile environment may be created by oral, written, graphic, or physical conduct that is sufficiently severe, persistent or pervasive so as to interfere with, limit or deny the ability of an individual to participate in or benefit from educational programs or activities or employment access, benefits or opportunities. Merely offensive speech of a generic nature and not on the basis of a protected status does not rise to the level of unlawful harassment. Harassment can include verbal or non-verbal behavior that demeans or stereotypes individuals in a harmful way.

*Immediate Family Member:* An immediate family member is one of the following:

- “Spouse” means a husband or wife as defined or recognized under the laws of the State in which the employee resides (including common law marriage, and same sex marriage, where recognized).
- “Child” means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis* (“in place of a parent”) who is either under 18 or age 18 or older and incapable of self-care due to mental or physical disability.
- “Parent” means a biological parent or individual who stands or stood *in loco parentis* (“in place of a parent”) to the employee when the employee was a “child” (as defined above) but excludes parents in law.

*Independent Contractor:* An independent contractor is a self-employed person who provides a service and is contracted by the City to perform a specific task. Independent contractors establish a relationship with their client by signing a contract, bypassing the process of establishing the legal and tax relationship necessary for formal employment.

*Information:* Any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

*Information Technology Assets:* Any and all electronic devices, communication and information systems and similar technology (as listed below), owned, leased or licensed by the City and provided to users for their use in connection with, or concerning, business of the City, including, without limitation:

1. Computer hardware, devices, network equipment, telephones, printers, copiers, and fax machines, calculators, removable media, etc.;
2. Software, intellectual property, operating systems, firmware, source code, applications, middleware, etc.;
3. Information and data created, developed, processed, or stored by the City; and,
4. Procedural Information, configuration, or documentation of any of the above.

*Intranet:* The suite of browser-based applications and HTML pages that are available for use only with access to the City’s internal network.

*Insubordination:* Failing or refusing to carry out a directive from any Manager/Supervisor, Department Head, or City Official and/or disrespectful behavior toward the same.

*Intellectual Property (IP):* A trademark, copyright, or patent resulting from the creation of any resource or technology. Examples are copyrights from books, literary works; patents from inventions of machines, software; and trademarked materials.

*Internet:* The worldwide network of networks connected to each other using IP and other similar protocols. The Internet enables a variety of information management services, including, but not limited to, e-mail, instant messaging, file transfers, file uploads, file downloads, news, and other services.

*Involuntary Separations:* Include, but are not limited to, reductions due to lack of funds or lack of work (layoff), completion of contract or grant, and separation from employment for unsatisfactory job performance or misconduct.

*Job Description:* A job description is a document that clearly states essential job requirements, job duties, job responsibilities, and qualifications and/or skills required to perform the position. Job descriptions also include the employment status (part-time or full-time), Fair Labor Standards Act (FLSA) status, salary schedule or rate of pay, physical requirements and work environment, and management responsibilities, if applicable.

*Leave Year:* A leave year for earning, accrual, and use of leave by employees is January 1 through December 31.

*Manager/Supervisor:* A position that has the authority to, in the interest of the employer, request or recommend the hire, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward, or discipline of other employees, or the responsibility to direct these actions. A Manager/Supervisor is prohibited from delegating these responsibilities to an employee in a non-supervisory position. **NOTE:** *The terms Supervisor and Manager are used interchangeably.*

*Media Requests:* Any requests for quotes, information, or interviews by any type of media outlet, including broadcast, print, etc.

*Military Family Member:* For the purpose of FMLA coverage for a qualifying exigency, an eligible employee's spouse, son, daughter, or parent who:

- Is on active duty or has been called to active-duty status in the National Guard or Reserves in support of contingency operations; or
- Is retired from the Regular Armed Forces or Reserves and has been called to active duty; or
- Is on active duty in the Regular Armed Forces and has been deployed to a foreign country.

An employee whose family member is on active duty as a member of the Regular Armed Forces or is called to active-duty status in support of a contingency operation as a member of the Regular Armed Forces and who has not been deployed to a foreign country is NOT eligible to take leave because of a qualifying exigency.

*Military Next of Kin:* The "next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and

first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to 29 CFR 825.122(k).

*Military Triggering Event:* The covered servicemember's injury or illness which arose in the line of duty while on active duty in the Armed Forces provided that such injury or illness renders the covered servicemember medically unfit to perform duties of a member's office, grade, rank, or rating.

*Mobile Devices:* Portable devices (e.g., tablets, notebook/laptop computers, PDAs, cellular telephones, digital cameras, smart phones and audio recording devices).

*Misuse of Sick Leave:* Use of sick leave for a reason other than those approved by the City of Orange Beach Sick Leave Policy. Refer to the Leaves and Time Off Policy.

*Near Site Clinic:* Near site clinics are urgent care clinics that the City of Orange Beach contracts with for eligible employees and their eligible dependents to obtain primary care medical services. Refer to the Employee Benefits Guide for additional information.

*Network:* The City's information technology (IT) infrastructure, server, telecommunication lines, and connected devices that store, use, and share information.

*Non-Exempt:* An employee in a non-exempt position is eligible for certain Federal and State labor law protections, most notably overtime and minimum wage.

*Official Travel:* Authorized pre-approved travel in connection with official business of the City of Orange Beach. Official travel does not include travel to or from employee's place of residence.

*Onboarding:* Employment-related activities that assist in orienting new employees to the new position and the City of Orange Beach as the employer (also known as orientation).

*Pay Period:* The pay period begins on Friday night at midnight and lasts for fourteen (14) consecutive days.

*Peer-to-Peer Network (P2P):* A network where nodes simultaneously function as both clients and servers to other nodes on the network, P2P may be used for a variety of uses, but it is typically used to share files such as audio files. Examples of P2P networks include Napster, KaZaA, and LimeWire. If a node is not properly configured, any file on the device may potentially be accessed by anyone on the network.

*Performance Improvement Plan (PIP):* The written document(s) used to describe the performance issues, outline specific improvements that are needed, provide a timeframe for improvements to be made, and provide the consequences should the employee's performance not improve.

*Position:* A specific job defined by a unique set of duties, responsibilities, and qualifications established and identified on the City's pay plan representing a slot within the organizational structure that is filled by an employee.

*Pre-boarding:* Employment related activities that occur between the acceptance of an employment offer and the hire date.

*Pre-Employment Testing:* Pre-employment testing refers to pre-employment background checks and/or any other valid pre-employment test that is relevant to the position for which the new hire has been offered.

*Pregnancy:* Includes pregnancy, childbirth, or a related condition, including but not limited to, lactation, and lactation-related conditions such as mastitis, infertility, gestational diabetes, pregnancy-induced hypertension, hyperemesis, preeclampsia, depression, miscarriage, lactation, and recovery from childbirth, and miscarriage.

*Protected Health Information (PHI):* Individually identifiable health information about an individual that relates to the past, present, or future physical or mental health or condition, provision of health care, or payment for health care.

*Personally Identifiable Information (PII):* Any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Examples of PII include, but are not limited to:

1. Name, such as full name, maiden name, mother's maiden name, or alias;
2. Personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number;
3. Address information, such as street address or email address; and,
4. Personal characteristics, including photographic image (especially of face or other identifying characteristic), fingerprints, handwriting, or other biometric data (e.g., retina scan, voice signature, facial geometry).

*Qualifying Exigencies:* Events arising out of a qualifying military family member's call to active duty that include attending military events (e.g. official ceremonies or programs, or family support/assistance programs or informational briefings); arranging for alternative childcare or addressing school-related issues; addressing certain financial and legal arrangements; attending certain counseling sessions; assisting a military member who is on short-term, temporary rest or recuperation leave during period of deployment; and attending post-deployment reintegration briefings. Qualifying leave under this provision may also include addressing other events which arise out of the covered military member's active duty or call to active-duty status provide that the

City of Orange Beach and employee agree that such leave will qualify as an exigency and agree to both the timing and duration of such leave.

*Record of Change Spreadsheet:* A record of change spreadsheet is a document maintained in the Human Resources Department that tracks amendments to policies and procedures.

*Remote Access Services:* A service that enables off-site access to the City information technology and assets. Examples include the City's telephone exchanges, internal phone switches, wireless access points (WAP), and Virtual Private Network (VPN) connections. Remote access includes, but is not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, and cable modems.

*Removable Media:* Storage media which is designed to be removed from the computer without powering the computer off. This includes, but is not limited to, DVDs, CDs, memory cards, floppy disks, zip disks, tapes, USB flash drives, and external hard disk drives.

*Responding Party(ies):* The person against whom a grievance is filed.

*Royalties:* Compensation to the owner of IP for the right to use or profit from the property.

*Reasonable Accommodation:* "Reasonable accommodation" has the meaning given this term in the federal Pregnant Workers Fairness Act, 42 U.S.C. § 21G. Accommodations available under this subchapter may include but are not limited to: making existing facilities readily accessible to and usable by individuals with disabilities; job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities. For this policy, an employee may be excused from performing their essential functions for a temporary inability if it would not be an undue hardship.

*Retaliation:* Retaliation occurs when a Manager/Supervisor takes adverse action against an employee for engaging in protected activity. An adverse action is an action which would dissuade a reasonable employee from raising a concern about a possible violation or engaging in other related protected activity.

*Search Committee:* A search committee is composed of individuals who may be subject matter experts (SME's) on the responsibilities of a specific vacant position. The search committee have the ability to recommend an applicant for hire; however, they do not have the authority to make a hiring decision.

*Secondary Employment:* The term used to describe any additional employment in which a City employee is engaged outside of the City of Orange Beach, and it may be paid or unpaid employment.

*Security Controls:* Management, operational, and technical measures prescribed for an IT system which, taken together, satisfy the specified security requirements and protect the confidentiality, integrity, and availability of the system and its information.

*Security Incident:* An event that has an adverse impact on the confidentiality, integrity, and availability of computer systems, computer networks, electronic information assets, or physical information assets.

*Sensitive Information:* Any City of Orange Beach information classified as "Confidential" or "Internal Use Only."

*Seniority:* Seniority is the length of an employee's continuous employment at the City of Orange Beach.

*Separation Date:* The formal date identified as an employee's last date of employment for all types of separations from employment. This date is used for calculation for benefits, unemployment, etc. This date may be different from the last day of work and may be set at a future date to include notification periods.

*Separations from Employment (Offboarding):* Employment separation (also known as offboarding, dismissal, or termination of employment) is the cessation of the employment relationship between the City of Orange Beach and the employee, regardless of reason. Separations may be either voluntary or involuntary. Voluntary separations include resignations, retirement, and abandonment. Involuntary separations include reductions due to lack of funds or lack of work (layoff), completion of contract or grant, and discharge for unsatisfactory job performance or misconduct. In **all cases**, a separated employee must reapply for a vacancy to become reemployed by the City, including completing the pre-boarding and onboarding procedures of a new employee.

*Serious Health Condition:* For the purpose of FMLA coverage, a serious health condition means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) Continuing treatment by a health care provider. A "Serious Health Condition" may include any of the following:

- Incapacity or treatment connected with inpatient care (i.e., overnight stay) in a hospital, hospice or residential medical care facility; or
- Incapacity requiring an absence of more than three (3) calendar days that also involves continuing treatment by or under the supervision of a health care provider; or
- Incapacity due to chronic serious health condition; or
- Incapacity due to pregnancy, or for prenatal care; or
- Incapacity which is permanent or long-term due to a condition for which treatment may not be effective (the employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider); or
- Multiple treatments (including recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or
- A condition that would likely result in a period of incapacity or more than three (3) consecutive calendar days in the absences of medical intervention or treatment (such as cancer, severe arthritis, kidney disease, etc.).

*Sexual Harassment:* Sexual harassment is any unwelcome sexual advance, request for sexual favors, and any other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) when submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile or offensive work environment. Sexually harassing conduct may include, but is not limited to:

- Sexual assault;
- Sexual touching, advances or propositions;
- Unwelcome sexual advances or verbal comments of a sexual nature;

- Graphic or suggestive comments about an individual's dress or body;
- Sexually provocative comments;
- Sexually degrading words to describe an individual; and
- The display in the workplace of sexually suggestive objects or images.

*Sick Leave:* An eligible employee's use of accrued paid absence from duty due to illness, injury, or other related purpose in compliance with City policy.

*Social Media:* Social media refers to websites and applications that enable users to create and share content or to participate in social networking. Examples of social media include but are not limited to *X (formerly Twitter), LinkedIn, Facebook, Instagram, TikTok, Snapchat*, dating sites, and product or service review sites like *CitySearch, Yelp*, etc.

*Tobacco Products:* Tobacco products include any products containing tobacco leaf, including but not limited to, cigarettes, e-cigarettes, vapes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, etc.

*Undue Hardship:* An action requiring significant difficulty or expense when considered in light of factors such as: the nature and cost of the accommodation; the overall financial resources of the employer; the overall size of the business of the employer with respect to the number of employees, and the number, type, and location of its facilities; and the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the employer.

*Uniformed Service:* Alabama National Guard, Naval Militia, the Alabama State Guard organized in lieu of the National Guard, the civilian auxiliary of the United States Air Force known as the Civil Air Patrol, the National Disaster Medical System, or of any other active or reserve component of the uniformed military services of the United States.

*User(s):* The City's departments, commissions, boards, offices, officers, elected officials, employees, temporary employees, interns, vendors, consultants, contractors, and authorized agents who utilize the City's information technology assets.

*Vendor:* A vendor is a party in the supply chain that makes goods and services available to companies or consumers such as the City of Orange Beach.

*Visitor:* A visitor is a person who visits the City socially or as a tourist.

*Voluntary Separations:* Include, but are not limited to, resignations, retirement, and abandonment.

*Whistleblower:* An employee who reports under oath to a Manager/Supervisor or other public official an activity that they consider to be in violation of law, regulation, or rule of the City, State, or Federal Government.

*Workday:* A day which the employee worked or would have worked except for a disability caused by or resulting from an on-the-job injury.

*Workplace Violence:* Workplace violence includes, but is not limited to, the following:

1. Intimidation: Includes, but not limited to, stalking or engaging in actions intended to frighten, coerce, or induce duress.

2. **Physical Attack:** The unwanted or hostile physical contact such as, but not limited to, hitting, fighting, pushing, shoving or throwing objects.
3. **Property Damage:** The intentional damage to property which includes property owned by the City of Orange Beach, employees, visitors or vendors.
4. **Threats or Acts of Violence:** Conduct against people or property that is sufficiently severe, offensive, or intimidating so as to alter the conditions of municipal employment, or to create a hostile, abusive, or intimidating work environment for one or more City employees.
5. **Threat:** The expression of an intent to cause mental or physical harm to persons or property.

**Work Week:** A standard work week for all employees begins at midnight on Friday and lasts for seven (7) consecutive twenty-four (24) hour periods.

**World Wide Web (WWW):** Browser-based applications and HTML pages that are available for access and use across the Internet.

**Wrongful Conduct, Unethical or Illegal Activity:** Conduct that may relate to workplace harassment; health or safety violations; fraud; dishonesty or deception regarding accounting, financial controls, financial reporting, or auditing; discrimination or harassment; unauthorized alteration of personnel records; or any violations of federal, state or local laws.

**Zero Tolerance (to Workplace Violence):** Violations will not be tolerated and will result in severe disciplinary action up to and including separation from employment.



MEMORANDUM

TO: Mayor Kennon  
City Council Members

FROM: Michelle Bugos, Human Resources Executive Director  
Jamie Logan, City Attorney

CC: Ford Handley, City Administrator  
Renee Eberly, City Clerk

DATE: June 4, 2026

RE: Personnel Policy Manual

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Thank you for the productive work session. Per our discussion, I have edited the following sections of the draft Personnel Policy Manual. These edits are in red. In addition, are a couple of clarifying adjustments (Section 01.01.07 and Section 07.07.07).

Please note:

- If there are no objections, I would like to add this to the June 16 COW agenda. June 10 is the due date for agenda items.
- We would like to add the following to the Resolution:
  - Employees eligible for the birthday leave who had a birthday between January 1, 2026, and the date in which the Personnel Policy Manual is approved by City Council may take their birthday leave with approval of their Manager.
  - Employees eligible for maternity leave who gave birth between January 1, 2026, and the date in which the Personnel Policy Manual is approved by City Council may be receive the maternity leave benefit retroactively.
- I have attached the draft Personnel Policy Manual in its entirety.
- I have attached the answers to the Council Personnel Policy Manual questions.
- Jack asked about the cost of drugs testing. Southern Rapid Care charges \$50 per drug test.

**Section 01.01.06 Right to Amend the Personnel Policy Manual**

The City of Orange Beach reserves the right to amend, modify, rescind, delete, or add to the provisions of this Manual from time to time in its sole and absolute discretion. This Manual will be reviewed by the City leadership and updated as needed to ensure compliance with state and federal laws regarding employment, as well as to reflect revisions in City policies, procedures, services, and benefits applicable to covered employees. **Any changes to the Personnel Policy Manual must be approved by the City Council by resolution.**

### 01.01.07 Reference Materials

The Manual is intended to be the central document for policies, procedures, and resources. References within the Manual connect directly to the following documents:

- Departmental Policies and Procedures and/or Handbooks
- Forms
- Websites or other related resources

For this reason, it is best practice to use the Manual in its electronic form to utilize the hyperlink references within the document since that information is expressly incorporated into and made a part of this document.

All other policies, including individual department policies and procedures and City wide policies issued by the Mayor or City Administrator, are not included in this Manual but should be consulted as applicable. These policies are maintained in a centralized locations accessible to relevant personnel.

### Section 01.02.01 Policy Review Committee

A Policy Review Committee will review the City's Personnel Policy Manual on a regular basis. The Policy Review Committee consists of the following:

- City Administrator
- City Attorney
- City Clerk
- Executive Director - Human Resources
- Fire Chief
- Police Chief
- City Council Member

### Section 01.04 Personal Recording of Communications

#### 01.04.01 Exceptions

The following shall be exceptions to the above prohibition: (1) the recording of public events, training, classes, speeches, etc., (2) situations in which an authorized City investigation is being conducted by a City official, (3) legal proceedings under direction of the City Attorney or their designee, and (4) body worn camera recordings created in the line of duty and/or for official purposes by a City officer or employee authorized to wear and capture video/audio via body worn camera.

Employees acting in violation of this policy to obtain evidence of criminal activity or any violations of State or Federal law shall not be subject to discipline in the event such suspected criminal activity or violations of State or Federal law as well as violations of this policy are promptly reported.

City of Orange Beach employees are expected to fully comply with all applicable federal and state statutes relating to the intercepting or recording of private conversations.

### 07.07.07 Holiday Leave

1. **Eligibility:** Full time employees receive pay for the following City observed holidays:
  - New Year's Day
  - Martin Luther King Day
  - Mardi Gras Day

- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Employee's Birthday\*

*\*The employee's birthday leave must be taken in the month in which the birthday occurs unless otherwise approved by the City Administrator for extenuating circumstances.*

*\*Birthday leave will cover a single regular duty shift in its entirety regardless of varying numbers of hours in any employee shift.*

## **08.01 Technology Assets and Services Overview**

### **08.01.04 Condition of Use**

Technology assets and services are to be used in the manner and to the extent authorized and should not be used for personal gain, for commercial purposes, or for any discriminatory, harassing, obscene, or illegal purpose. Individuals may not share with or transfer to others their City of Orange Beach accounts including network IDs, passwords, or other access codes that allow them to gain access to the City's information technology resources. Employees engaging in electronic communications with people in other states or countries or on other systems or networks should be aware that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks.

1. **Administrative Privilege:** The City of Orange Beach reserves the right to monitor, collect and store all electronic activity conducted on the City of Orange Beach network without consent or notification. Use of the City of Orange Beach network or computer resources constitutes acceptance of such monitoring. *The City reserves the right to access any user account, electronic files, or transmissions for administrative purposes including archiving, system maintenance and repair, or as directed by the City Administrator, designee, or the employee's Manager/Supervisor for official business of the City.* The City also reserves the right to suspend use of an account in the event the employee's password has been compromised, the employee is in violation of this policy, or as directed by the City Administrator, designee, or employee's Manager/Supervisor.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of an agreement for laboratory services with Foley Hospital Company, LLC, dba South Baldwin Regional Medical Center. (MB)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 07-07-26 26-xxx Authorize Laboratory Services Agreement South Baldwin Regional Medical Center Finance
2. 2026.06.09 Laboratory Services Agreement HR SBRMC South Baldwin Regional Medical Center

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AGREEMENT FOR LABORATORY SERVICES WITH  
FOLEY HOSPITAL COMPANY, LLC  
(DBA SOUTH BALDWIN REGIONAL MEDICAL CENTER)**

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FINDINGS:

1. The City of Orange Beach (hereinafter the “City”) and Foley Hospital Company, LLC, doing business as South Baldwin Regional Medical Center, (hereinafter “South Baldwin”) have reached an Agreement (attached hereto as Exhibit A) whereby South Baldwin will provide clinical laboratory testing services as described therein at the agreed upon cost to the City.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the Agreement for Laboratory Services in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Foley Hospital Company, LLC, doing business as South Baldwin Regional Medical Center, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 7, 2026.

\_\_\_\_\_  
City Clerk

**AGREEMENT FOR LABORATORY SERVICES**

Date of Agreement: April 8, 2026	Purchaser Name: City of Orange Beach
Facility Name: Foley Hospital Company, LLC d/b/a South Baldwin Regional Medical Center  Address of Facility: 1613 North McKenzie St. Foley, AL 36535	Select One: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Professional Service Corp. <input type="checkbox"/> Association <input checked="" type="checkbox"/> Other  Address of Contractor at Date of Agreement: P.O. Box 458 Orange Beach, AL 36561
Effective Date: Upon signature	Expiration Date: 12 months from date of final signature

The attached Standard Terms and Conditions are incorporated into the Agreement for Laboratory Services by this reference. The capitalized terms in the attached Standard Terms and Conditions not otherwise defined shall have the definition of such terms as set forth on this Face Sheet. The following Addenda are also attached to and incorporated into the Service Agreement by this reference.

ADDENDUM	TITLE	CHECK IF INCLUDED
1	Additional Services	<input type="checkbox"/>
2	Billing and Fees	<input checked="" type="checkbox"/>
3	Clinical and Lab Services	<input type="checkbox"/>

Neither the Agreement nor any amendment or modification hereto shall be effective or legally binding upon Facility, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved electronically by the President of the Division within which Facility is located and Facility's Legal Counsel.

**SIGNATURES AND APPROVALS:**

(see the section that pertains to Approvals in the Standard Terms and Conditions)

**PURCHASER:**

**FACILITY**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **AGREEMENT FOR LABORATORY SERVICES**

(Facility serves as a reference lab)

This Agreement for Laboratory Services (this "Agreement") is entered into to be effective as of the Effective Date, as specified on the Face Sheet, by and between the Purchaser, identified on the Face Sheet and the Facility, identified on the Face Sheet.

WHEREAS, Facility is the owner and operator of a clinical laboratory that is duly licensed and certified under the Clinical Laboratory Improvement Amendments of 1988, the Medicare and Medicaid programs, and any applicable statutes and regulations of the state in which Facility is located; and

WHEREAS, Facility employs individuals qualified to perform various tests and examinations of human body materials for the purpose of providing information for the diagnosis, prevention or treatment of disease, or the assessment of medical conditions; and

WHEREAS, Purchaser desires for Facility to perform certain Clinical Laboratory Services (defined below) for Purchaser's patients, and Facility desires to perform such Clinical Laboratory Services, under the terms and conditions contained in this agreement;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual agreements, covenants, terms and conditions herein contained and intending to be legally bound hereby, the parties mutually agree as follows:

1. Services Provided by Facility.

Facility will provide clinical laboratory testing services, excluding laboratory services for end stage renal disease patients ("Clinical Laboratory Services"), in accordance with Facility's then-current standard operating procedures upon request of Purchaser. In connection with the provision of Clinical Laboratory Services by Facility to patients of Purchaser, the parties further agree as follows:

- A. In the event Facility does not perform a particular laboratory test ordered by Purchaser in-house, the following provisions shall apply:
  - i. For Clinical Laboratory Services to be billed to the patient or applicable third-party payor by Facility pursuant to Section 6, Facility may, in its sole discretion, provide such services through a third-party vendor of lab services (a "Third-Party Vendor").
  - ii. For Clinical Laboratory Services to be direct billed to Purchaser by Facility pursuant to Section 6, Facility may provide such services through a Third-Party Vendor upon Purchaser's prior consent.
  - iii. Facility shall have no liability to Purchaser or its patients due to Facility's failure or inability to provide such Clinical Laboratory Service.
- B. Facility will maintain approval to perform Clinical Laboratory Services by (1) the Medicare and Medicaid programs, and (2) any applicable accrediting bodies and state agencies.
- C. During the laboratory's normal business hours, Facility will provide STAT Testing (defined below) in accordance with Facility's then-current standard operating procedures upon request of Purchaser. For purposes of this Agreement, "STAT Testing" shall mean Clinical Laboratory Services for which test results are requested within four (4) hours of the receipt of the specimen by Facility.

- D. Facility will provide a written or faxed copy of all Clinical Laboratory Services completed to Purchaser and to each patient's attending physician (if different than Purchaser). Written results will be delivered by mail, fax or by courier.
- E. Facility will make a medical director available for consultation with Purchaser as deemed necessary between Facility and Purchaser.
- F. Facility will notify Purchaser of all Critical Values (defined below) by telephone and document the call as soon as possible, all pursuant to Facility's then-current policies relating thereto. "Critical Values" shall mean clinical laboratory test results indicating a potentially life-threatening condition, as determined by Facility's then-current policy relating thereto.

2. Services Provided by Purchaser.

Purchaser agrees to provide to Facility all information necessary to accurately process billing claims for Clinical Laboratory Services performed. This includes, but is not limited to, the patient's name, social security number, date of birth, physician name, patient accident history (if applicable), signature of the authorized person ordering tests, proof of medical necessity of the laboratory testing ordered in the form of a narrative diagnosis or ICD-9 Code(s), and such other information as Facility may reasonably request from time-to-time. Purchaser further agrees to:

- A. Unless Facility is providing venipuncture services, provide a Purchaser representative to be responsible for the collection and proper labeling of specimens, and the proper handling and preparation of specimens for pick-up by Facility.
- B. Provide a properly completed laboratory requisition for each series of procedures to be performed by Facility. Without limiting the generality of the foregoing:
  - i. When required, Purchaser shall ensure that the patient completes the Advance Beneficiary Form ("ABN") statement.
  - ii. Purchaser accepts the responsibility for providing the ordering physician's signature by stamp, electronic or actual signature on all requests for Clinical Laboratory Services. Purchaser acknowledges and agrees that Facility cannot perform or bill for Clinical Laboratory Services without this signature.
  - iii. Purchaser agrees to complete fully the laboratory requisition billing instructions section, including the provision of any and all provider insurance billing information and any Medicare Secondary Payor (MSP) billing information.
  - iv. Purchaser will consult with Facility as to collection times and proper procedures for specimen collection when in question.
- C. Provide time for in-service education as deemed necessary by Facility and Purchaser.
- D. Accept responsibility for all patient follow-up in the event of Critical Values.
- E. Provide a Purchaser contact person to discuss and resolve any issues arising under this Agreement.
- F. Without limiting the generality of Section 2(B)(i), provide a signed ABN for all screening tests. Screening tests and non-covered tests (i.e., tests that are not paid for by a third party payor) will only be performed if the patient (1) signs an ABN, and (2) understands and accepts financial responsibility for the test.

3. Term. The term of this Agreement shall commence on \_\_\_\_\_ and shall continue for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement will

automatically renew for successive one (1) year terms (each a "Renewal Term") unless sooner terminated by either party pursuant to Section 4. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

4. Termination.

- A. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. Notwithstanding anything herein to the contrary, if this Agreement is terminated prior to the first anniversary of the Effective Date, the parties agree not to renegotiate this Agreement or enter into an agreement for services similar to the Clinical Laboratory Services until the first anniversary of the Effective Date.
- B. Either party may terminate this Agreement immediately upon written notice to the other party if such other party becomes excluded, debarred or sanctioned under any federal program.
- C. Upon termination of this Agreement, Purchaser agrees to promptly surrender to Facility any equipment, supplies or written materials provided to Purchaser by Facility.

5. Error Reporting. Purchaser agrees to immediately report to Facility the discovery of any type of discrepancy, anomaly or errors related to results reporting. Purchaser further agrees to promptly meet with Facility representatives, at mutually agreeable times, to discuss any issues arising under this Agreement.

6. Compensation for Clinical Laboratory Services.

- A. Upon request of Purchaser at the time a Clinical Laboratory Service is ordered, Facility will either (1) bill the patient or applicable third-party payor (e.g., the patient's insurance company or the Medicare and Medicaid programs), or (2) direct bill Purchaser in accordance with Section 6(C) of this Agreement. If Purchaser does not specify whether Facility should bill the patient or applicable third-party payor or direct bill Purchaser, Facility will bill the patient or applicable third-party payor.
- B. In the event Facility bills the patient or applicable third-party payor for Clinical Laboratory Services provided hereunder, (1) Facility shall be entitled to retain all receipts attributable thereto, and (2) Purchaser represents, warrants, covenants and agrees that it will not bill the patient or applicable third-party payor.
- C. Clinical Laboratory Services that are direct billed to Purchaser will be billed based on Facility's fee schedule for such services attached hereto as Exhibit A. This fee schedule may be amended from time-to-time by Facility upon thirty (30) days written notice to Purchaser. If Purchaser objects to such amended fee schedule, Purchaser may terminate this Agreement in accordance with Section 4(A).
- D. Charges for STAT Testing and laboratory testing performed by a Third-Party Vendor shall be the same as the charges for other Clinical Laboratory Services.
- E. Venipuncture services provided by Facility will be billed to the patient, applicable third-party payor or Purchaser, as appropriate, at Facility's rate for such services set forth on Exhibit A.

7. Invoices. Facility shall submit an invoice to Purchaser for all direct billed Clinical Laboratory Services provided hereunder within ten (10) days after the end of each month. Facility shall only invoice Purchaser for Clinical Laboratory Services that have been completed at the time of invoice. Purchaser shall remit payment for services within

thirty (30) days of receipt of the invoice to the address of Facility set forth in the Face Sheet.

8. Insurance. During the Term of this Agreement, Purchaser and Facility each agree to maintain in full force and effect general and professional liability insurance covering their respective acts and omissions in amounts not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. In the event that any insurance referred to herein is of the "claims made" type, each party with such insurance agrees that the insurance shall be continued for a period of twenty (20) years after the termination of this Agreement, or the party shall purchase extended reporting period insurance (also referred to as "tail coverage") to extend the insurance for a minimum of twenty (20) years beyond the termination of this Agreement. The provisions of this Section 8 shall survive termination of this Agreement. Upon request, Purchaser and Facility agree to furnish each other with a current and valid certificate of insurance, or proof of adequate self-insurance, evidencing their general liability and professional liability coverage. Any material modification or alteration in such coverage shall be promptly communicated to the other party.
  
9. Independent Parties. This Agreement is an independent contract between Purchaser and Facility. Neither party, nor any employee of either party, shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency.
  
10. General Provisions.
  - A. Amendment. This Agreement may be amended, but only in writing, dated and executed by the parties' authorized representatives and attached hereto.
  - B. Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except that Facility may assign this Agreement to an affiliate of Facility or to an entity who acquires substantially all the assets of Facility.
  - C. Compliance with Law. Each of the parties represents and warrants to the other party that it will comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to: the federal Physician Self-Referral Law (42 U.S.C. 1395nn), the regulations promulgated thereunder and similar state physician self-referral laws and regulations; the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. 1320a-7b), the regulations promulgated thereunder and similar state anti-kickback laws and regulations; and the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
  - D. Entire Agreement. This Agreement together with Exhibit(s) attached hereto contains the complete and full agreement between the parties regarding the subject matter hereof.
  - E. Notices. Any notice required to be given hereunder must be in writing and will be deemed to have been served properly, if sent by recognized overnight courier, or certified mail, postage prepaid, properly addressed and posted in a United States depository to the respective parties hereto at the addresses set forth in the Face Sheet, with copy to:

Legal Department  
4000 Meridian Boulevard  
Franklin, TN 37067

Attn: General Counsel

- F. No Waiver. No waiver of any breach or failure by either party to enforce any of the terms or conditions of this Agreement at any time will, in any manner, limit or waive such party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.
- G. Severability. It is the intention of the parties to comply with all applicable laws and for the provisions of this Agreement to be enforceable to the fullest extent permissible under applicable laws, and that the unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to delete or to modify, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.
- H. Assistance in Litigation/Arbitration. Each party shall make its employees reasonably available to the other to testify as expert witnesses, or otherwise, in the event litigation or arbitration is brought against a party, its directors, officers or representatives.
- I. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state in which Facility is located without regard to the conflict of law provisions thereof.
- J. Access to Books and Records. If the services to be provided by Facility hereunder are subject to the disclosure requirements of 42 U.S.C. section 1861 (v)(1)(I), Facility shall until expiration of four (4) years after the provision of services hereunder make available, upon written request of the Secretary of the U.S. Department of Health and Human Services, or upon request of the Comptroller General, or any of their fully authorized representatives, a copy of this Agreement and the books, documents and records of Facility that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a 12 month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

- K. Approvals. Neither this Agreement nor any amendment or modification hereto shall be effective or legally binding upon Facility, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved by a Division President of CHSPSC, LLC, Facility's Management Company, and by Facility's Legal Counsel.
  
- L. Focus Arrangement Compliance Language. The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of the Agreement.

Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other upon request.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the Effective Date.

## Addendum 2

### Billing and Fees

Provider Billing. Provider shall have the sole right to bill patients or responsible third-party payors for all Laboratory Services and Phlebotomy Services rendered in accordance with this Agreement, and all fees collected for such services will be the sole property of Provider. Client shall make reasonably available to Provider any information it may have regarding each patient's responsible payor. Client and Provider will work together in good faith to reduce reimbursement denials by providing adequate documentation, including proper coding for the medical necessity of Laboratory Services. Failure of Client to provide the information required by Provider to bill the Laboratory Services or the Phlebotomy Services shall be a material breach of this Agreement.

SNF Billing (to be used only where the Client is a Skilled Nursing Facility). Client shall have the sole right to bill patients or responsible third-party payors for all Laboratory Services and Phlebotomy Services rendered in accordance with this Agreement and all fees collected for such services will be the sole property of Client. By the twentieth (20<sup>th</sup>) day of each calendar month, Provider will submit a detailed invoice to Client reflecting the services rendered by Provider to patients of Client in the immediately preceding month. Within ten (10) business days of receipt of Provider's invoice, Client will pay Provider directly for such services in accordance with the fee schedule maintained by Provider and incorporated into this Agreement as Addendum 2(a).

Addendum 2(a)  
Fee Schedule

Rapid Covid Testing - \$60.00  
Drug Screen - \$60.00  
Breathe Analysis - \$65.00  
Specimen Collection - \$25.90



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** Police Department

**Description of Topic:** Resolution authorizing the execution of a service agreement for leadership training for the Police Department with Offset Consulting LLC in an amount not to exceed \$14,000. (TJ)

**Background/Description:** Departmental training that covers all sworn personnel's required continuing education units for 2026

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budgeted item.

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**ATTACHMENTS:**

1. 07-07-26 26-xxx Authorize Service Agreement Offset Consulting Leadership Training Police
2. 2026.06.12 Service Agreement Offset Tactical Leadership Training Police

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
SERVICE AGREEMENT FOR LEADERSHIP TRAINING  
FOR THE POLICE DEPARTMENT WITH  
OFFSET CONSULTING LLC  
IN AN AMOUNT NOT TO EXCEED \$14,000**

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FINDINGS:

1. The City of Orange Beach (hereinafter the “City”) and Offset Consulting LLC have reached an Agreement (attached hereto as Exhibit A) whereby Offset Consulting LLC will provide certified leadership training services as described therein at the agreed upon cost to the City.
2. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Offset Consulting LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney;
2. That the budget for such training for the Police Department through Offset Consulting LLC shall be in an amount not to exceed \$14,000; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 2026.

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Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 7, 2026.

---

City Clerk



Offset Consulting LLC  
P.O. Box 82  
Lemont IL 60439  
773-318-2414

[info@offsetconsulting.us](mailto:info@offsetconsulting.us)

## **CONTRACT**

This Contract for Services (“Agreement”) is made and entered into by and between Offset Consulting LLC (“OFFSET”) and the City of Orange Beach, Alabama (“Client”).

**Services.** OFFSET agrees to provide Client with the following services (the “Services”): Three eight-hour periods of instruction in its Certified courses:

**Adaptive Leader™ - Frontline Leadership for Police Personnel (2 classes)**

**&**

**Adaptive Leader™ - Frontline Leadership for Police Supervisors (1 class)**

at the

**Orange Beach Police Department - 4480 Orange Beach Blvd. Orange Beach, AL 36561**

The Client will provide all necessary materials and equipment for the class. The materials include student booklets (OFFSET will provide the digital media necessary), a projector with sound capabilities, and name tents for the students. OFFSET will be responsible for answering any questions from students related to the subject matter of the class.

**Copyright Protected Material.** OFFSET will provide Client with certain materials, including copyrighted materials, for use in the class. The Client acknowledges that OFFSET owns all copyrights in and to these materials, and the Client agrees not to reproduce, or distribute such materials for any purpose other than the class, and for individual use by the students thereafter, without the prior written consent of OFFSET.

**Schedule.** The Services will be provided on the following schedule:

**SEPTEMBER 14, 15, and 17, 2026**

**Payment.** Client will pay the flat government agency rate (approximately 60% off) for this training:

Adaptive Leader™ - Frontline Leadership for Police Personnel - 40 student cap - \$4500.00

(this class is priced at \$300.00 per student when conducted as open enrollment)

Adaptive Leader™ - Frontline Leadership for Police Supervisors - 40 student cap - \$5000.00

(this class is priced at \$325.00 per student when conducted as open enrollment)

This contract assumes a total of three classes will be scheduled at the following rates (formal invoices will be generated upon signed contract):

Adaptive Leader™ - Frontline Leadership for Police Personnel - 2 classes - \$9000.00

Adaptive Leader™ - Frontline Leadership for Police Supervisors - 1 class - \$5000.00

Payment for this contract is due in full by August 1, 2026

**Termination.** Either party may terminate this Agreement upon 5 or more days, prior to class date, by written notice to the other party.

**Independent Contractor.** OFFSET is an independent contractor and is not an employee or agent of Client. OFFSET will be solely responsible for paying its own taxes, withholding taxes, and social security contributions.

**Confidentiality.** OFFSET acknowledges that it may be provided with confidential information while providing the Services. OFFSET agrees to keep all confidential information confidential and not to disclose such information to any third party.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties. This Agreement may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the 27<sup>th</sup> day of May \_\_\_\_\_ 2026.

CITY OF ORANGE BEACH,  
An Alabama Municipal Corporation

By: \_\_\_\_\_

Tony Kennon, Mayor

ATTEST:

\_\_\_\_\_

Renee Eberly, CityClerk

  
\_\_\_\_\_

Al Bello  
Owner/Instructor  
al@offsetconsulting.us  
Offset ConsultingLLC



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** Coastal Resources

**Description of Topic:** Resolution authorizing execution of a grant award agreement with the National Audubon Society for the stewardship of Coastal Alabama beach nesting bird habitat. (NW)

**Background/Description:** Audubon’s funding for the Project is made pursuant to the Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds, issued by the Alabama Department of Conservation and Natural Resources. The agreement will take effect on May 1, 2026 and terminate on May 1, 2029.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Audubon will reimburse the City a total of \$504,000 for personnel and supplies related to the stewardship of nesting birds in Orange Beach.

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**ATTACHMENTS:**

1. 07-07-26 26-xxx Authorize Grant Award Agreement Audubon Society Nesting Bird Habitat
2. 2026.06.12 Grant Award Agreement National Audubon Society Bird Habitat

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
GRANT AWARD AGREEMENT WITH THE NATIONAL AUDUBON SOCIETY FOR THE  
STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT**

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FINDINGS:

1. The National Audubon Society has awarded funding from their Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds to the City of Orange Beach (hereinafter the “City”) to perform services related to the Stewardship of Coastal Alabama Beach Nesting Bird Habitat.
2. The City must meet certain requirements as set out in the attached Grant Award Agreement (attached hereto Exhibit A) in order to receive the aforementioned funding.
3. In exchange for the City agreeing to follow said requirements, the National Audubon Society will disperse funds to the City to carry out the scope of the project in an amount not to exceed a total of \$504,000.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Grant Award Agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach, Alabama, and the National Audubon Society as an act for and behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 7, 2026.

\_\_\_\_\_  
City Clerk



## GRANT AGREEMENT

**THIS AGREEMENT** is hereby made by and between National Audubon Society, Inc. (“Audubon”) and The City of Orange Beach (“Recipient”) according to the following terms and conditions:

**I. AUDUBON:** Audubon is identified as follows:

National Audubon Society, Inc.  
225 Varick Street, 7<sup>th</sup> Floor  
New York, New York 10014

Project Manager’s Name: Kara Fox  
Address: 225 Varick St, 7<sup>th</sup> Floor  
New York, New York 10014

Business Telephone: 251-401-0028

**II. PROJECT TITLE:** Stewardship of Coastal Alabama Beach Nesting Bird Habitat

**III. RECIPIENT:** The Recipient is identified as follows:

Name: City of Orange Beach

Project Manager Name: Nicole Planner  
Address: 4697 Walker Ave  
Orange Beach, Alabama 36561

Business Telephone: 251-747-5510

E-mail:

**IV. PROJECT DESCRIPTION:** Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All work under this Agreement shall comply with all relevant laws and regulations, including, but not limited to, the provisions of Section VIII (12) below. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient.

The specific work to be performed shall be as described in Exhibits A.1, A.2, and A.3 (the “Work”) pursuant to the budget specified in Exhibit B (the “Budget”, and together with the Work, the “Project), each such Exhibit A and B attached hereto and incorporated herein.

**V. TERMS OF PAYMENT:** For the work to be performed under this Agreement, Audubon shall disburse to Recipient a total of \$504,000. At least once each quarter, Recipient shall invoice Audubon for the services that Recipient has performed under this agreement using the invoice template provided by Audubon. Invoices must contain supporting documentation as required by ADCNR. Payment will be made within 30 days of receipt of invoice and support documents. The final disbursement shall be made to the Recipient with receipt of the Final Report described in Section VIII (3) below.

Recipient acknowledges that all of Audubon’s obligations under this Agreement are contingent on funding from third party sources and agrees that in the event of any cancellation of such third party funding, Audubon may terminate this Agreement pursuant to Section VIII (9) below.

**VI. MASTER GRANT:** Audubon’s funding for the Project is made pursuant to the following grant agreement(s) **Implementation Agreement of Deepwater Horizon Natural Resource Damage Funds**, issued by the Alabama Department of Conservation and Natural Resources (“ADCNR”), Stewardship of Coastal Alabama Beach Nesting Bird Habitat Project, RP4-STEW, effective April 16, 2021, as amended March 5, 2026 (the “Master Grant(s)”), attached hereto as Exhibit C, and incorporated herein. Recipient agrees to comply with all the terms and conditions of the Master Grant(s) with which Audubon must comply as if Recipient was named therein in place of Audubon.

**VII. TERM OF AGREEMENT:** This Agreement will take effect on May 1, 2026, and will terminate on May 1, 2029

**VIII. CONDITIONS:** In accepting this Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.
2. Recipient hereby certifies that it is tax-exempt under Section 501(c) (3) of the Internal Revenue Code and is registered with the appropriate state authorities.
3. Recipient shall provide Audubon with progress reports and a full accounting of Recipient’s actual expenses, cash balance and projected expenses every three months (the “Quarterly Reports”). The Quarterly Reports shall be submitted by April 15, July 15, and October 15 each year for the duration of the Project. The January 15 Quarterly Report shall also be considered an Annual Report, beginning in 2027, which shall describe the prior year’s monitoring activity in accordance with Amended Work Plan, attached as Exhibit A.3 which includes the RPIII/EA and Monitoring and Adaptive Management Plan. Each Quarterly and Annual Report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; and (4) information collected. A final accounting (“Final Report”) must arrive no later than 30 days after completion of the Project. Recipient shall return any funds remaining upon completion of the Project to Audubon within thirty (30) days of completion. Failure to submit reports on time may result in termination of this Agreement.
4. Audubon shall have the right to audit all of Recipient’s financial records pertaining to Audubon. All financial records must be maintained separately from all other accounts.
5. At Audubon’s option, Audubon has the right to claim ownership of any equipment purchased by Recipient with Audubon funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient shall be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.

6. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned by the Alabama Trustee Implementation Group, and will be handled in accordance with their SOPs. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
7. Recipient will give appropriate credit to Audubon for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by the National Audubon Society through funding from the Alabama Department of Conservation and Natural Resources."*
8. Recipient may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.
9. Notwithstanding anything to the contrary contained in this Agreement, should the Recipient fail to comply with any of the conditions of this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement. In the event of termination, Audubon may cancel all unpaid installments under this Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefor and the amount of all funds to be returned or reimbursed. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Agreement may also be terminated by mutual agreement or by Audubon with or without cause upon prior written notice
10. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipients should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:
 

*"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."*
11. Recipient has no authority to enter contracts or agreements on behalf of Audubon unless agreed to by Audubon in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
12. (a) Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State of Alabama or any agency thereof and

any local governments or political subdivisions that may affect the performance of services under this Agreement.

(b) Recipient certifies that there was no conflict of interest in its application for this Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(c) (1) Recipient certifies that the Recipient will not:

A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or

B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

13. Recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Agreement.
14. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
15. This Agreement shall not become effective unless and until its provisions have been agreed to by Recipient and the Agreement is duly executed by the parties hereto.
16. This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

**NATIONAL AUDUBON SOCIETY, INC.**

\_\_\_\_\_  
Bethany Kraft, Senior Director, Coastal and Marine Resilience

Date: \_\_\_\_\_

\_\_\_\_\_  
Neeta Hatley, VP, Controller, Treasury & Financial Operations

Date: \_\_\_\_\_

**CITY OF ORANGE BEACH:**

By: \_\_\_\_\_  
Print Name:  
Title:

Date: \_\_\_\_\_

**Exhibit A.1**  
**Stewardship of Coastal Alabama Beach-nesting Bird Habitat**  
**Alabama Trustee Implementation Group's (TIG) Natural Resource Damage Assessment (NRDA) Restoration**  
**Plan IV**

Beach-nesting and migratory coastal shorebirds and seabirds have been the focus of conservation efforts for decades because of the ongoing and increasingly severe threats they face. Prior to the 2010 Deepwater Horizon Disaster, however, much of this important work had been focused on the Atlantic and Pacific Coasts, particularly on Threatened Snowy Plovers and Piping Plovers, but also a variety of other conservation priority species. In 2010, however, the Deepwater Horizon Oil Disaster instantaneously raised awareness of the plight facing coastal birds and their habitats across the Gulf Coast, including in Alabama. In addition to a relative lack of data on populations and distributions at the time, Gulf Coast shorebirds and seabirds were experiencing a multitude of threats to habitat such as erosion, human development, increased storm intensity, and pollution; competition of space from over-crowding and marine debris; human-induced disturbances including off-leash dogs, destruction of nesting grounds, and even poaching of eggs; and predation, including human-amplified.

Alabama's sandy shorelines provide respite and recreation for visitors and locals alike. The beaches offer many recreational activities including swimming, fishing, jet-skiing, boating, and sailing. Beach-nesting and foraging species, including colonial seabirds and solitary shorebirds, face substantial challenges competing with recreational beach visitors for space, as they must negotiate with sources of disturbance such as children chasing birds, kite flying, and off-leash dogs, which can destroy bird nests in a matter of seconds. In 2018, reckless individuals removed hundreds of Least Tern eggs from a sandy spit south of Dauphin Island to clear space for a volleyball court, rendering the eggs inviable. Prolonged disturbances flush breeding bird species off nests, exposing eggs and chicks to extreme temperatures, as well as to predation (Boyle and Samson 1985). To address the threat of human disturbance, symbolic fencing coupled with consistent public outreach and engagement with decision-makers is an effective means of increasing breeding success and reversing population declines (McIntyre et al. 2010, Weston et al. 2012).

Predators of eggs and chicks are also a major threat to beach-nesting birds, particularly in areas where predators are maintained at artificially high densities (Erwin et al. 2001, O'Connell and Beck 2003). In Alabama, foxes, coyotes, and raccoons are the most prevalent predators. Fish Crows, gulls, and ghost crabs are also present in several areas. Most of these species are human commensals that benefit from altered landscapes and food supplementation (Rees et al. 2015). In particular, red foxes on Dauphin Island are maintained through feeding and medical care provided by city residents, which has severe consequences for beach-nesting birds. Restoring Alabama's beach-nesting bird populations will require a multi-pronged approach to predator management, including public education and outreach, as well as predator removal or exclusion.

In the fall, winter, and spring, coastal species such as Snowy Plover and the Federally Endangered Piping Plovers, depend on Alabama's shores to provide foraging and resting habitat. Long-distance migrants require adequate food resources to survive their migrations, and access to high quality foraging habitat during winter and migration is an important predictor of annual survival and reproductive success (Aharon-Rotman et al. 2016, Swift et al. 2020). Frequent disturbance at roost or foraging locations causes birds to expend unnecessary energy or abandon high quality habitat, which may jeopardize their annual survival or ability to breed successfully once they arrive at their breeding grounds (Tarr et al. 2010, Gibson et al. 2018). Human disturbance is therefore one of the primary threats experienced by birds during migration and winter, particularly on the busy mainland beaches. Habitat degradation can also reduce or eliminate food supply for many species, particularly shorebirds that require intertidal sand and mud flats that hold invertebrates. Foraging habitat may be lost or degraded through erosion, natural succession, or excessive beach raking.

### **Project Scope and Goals**

National Audubon Society's goal for this work is to ensure a healthy, resilient coast that supports both birds and people, and to restore Alabama's coastal bird populations. Audubon will utilize a dynamic and multi-disciplinary approach and several sub-goals will direct our approach to this work.

## Proposed Activities

### 1) Conduct stewardship activities to reduce human disturbance to increase survival and breeding productivity of coastal birds

#### 1.1 Steward priority bird species during breeding seasons

1.1.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for beach-nesting birds. This visit will assess the current environmental conditions, public and/or private uses of the site, future plans for habitat management or restoration, and yearly activities that may affect the quality of the site for nesting birds. In that discussion, staff will gain an understanding of management actions and types of stewardship activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. As priority species begin to arrive and select nesting sites by March and April, staff will provide landowners or managers with an updated assessment of conservation needs and proposed stewardship activities as necessary. In an adaptive management framework, emerging needs and threats for both birds and decision-makers will be discussed, and stewardship activities will be adapted as needed during each breeding season. These discussions will be completed during the January-March timeframe for sites that have historically had nesting colonies. Site assessments are necessary to understand concerns and plans of site/land managers as well as to proactively address any concerns by these managers. These assessments also enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of breeding birds in advance of and during nesting season.

1.1.2. Steward Trainings: Seasonal coastal stewards will be hired and trained prior to each nesting season, and supplemented with trained local volunteers. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained seasonal staff and volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances to birds, and educate beach-goers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support breeding beach birds, ultimately building community support and buy-in for these conservation actions.

1.1.3. Protection – Signage and Symbolic Roping: As priority-nesting species begin courtship and nest-site selection, stewardship teams will help to install signage and symbolic fencing/roping at identified sites. Temporary signage and roping will be removed at the end of nesting season, typically mid-to-late August. Staff will regularly monitor symbolic fences and signage, and repairs will be made with minimal disturbance to the birds. The use of signage and symbolic roping reduces encroachment into nesting colonies by visibly creating a barrier and alerting beach visitors, site managers, and site caretakers that there are cryptic ground-nesting birds in the area.

1.1.4. Protection – Stewards: During high beach-use days, staff and volunteers will work in shifts to oversee nesting birds within symbolic fencing. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the coastal stewardship program. Staff and volunteer stewards will reduce human disturbance, diplomatically intervening to prevent encroachment into the colony when possible, and always engage people in a positive fashion. During periods of high volumes of beach visitors, partnership with municipal natural resource staff will be important. At some locations, off-duty law enforcement officers and private security may receive incentive payments to help protect the colonies from unnecessary encroachment. Staff and volunteers who act as sentinels help reduce encroachment and disturbance by redirecting people away from colonies. Targeted, focused outreach reduces encroachment and disturbance by helping visitors understand compliance and the consequences of non-compliance. Additionally, engagement maintains the safety of staff and volunteers by reducing antagonism of visitors and increasing the acceptance of stewardship activity.

1.1.5. Public Outreach & Engagement: An important strategy in protecting beach-nesting birds is to increase awareness to beach visitors. Stewards will be provided with a spotting scope and binoculars, which they share with

interested visitors to the beach to show them incubating adults, cryptic eggs in nests, and downy young from a safe distance. Connecting people to the birds in this direct manner teaches the importance and value of these habitats to vulnerable nesting birds. This direct form of outreach has been shown to increase awareness, which translates into future avoidance of these areas, by the people who are engaged.

Audubon will also engage children in developing stewardship signs for bird nesting areas or important wintering habitat. Partnering with school districts across the Alabama coast, students will create artwork with conservation messaging that will be printed into permanent signage that can be used at nesting areas. Education and outreach build the foundation that enables the community to learn and support an attitude and behavior of stewardship towards coastal birds and potentially foster knowledge exchanges with other stakeholders. Engaging school age students and building capacities are paramount to the evolution of creating advocates and empowering grass-roots conservation action. Audubon will educate these students to increase understanding of the needs and value of our priority species and their habitats.

1.1.6. Agency and municipal outreach: Staff will establish a partnership with prospective municipal, state and federal natural resources staff to strengthen strategic messages in advance of and during nesting season.

1.1.7. Deploy species-specific decoys: Audubon, in coordination with state and federal partners, will deploy species-specific decoys to attract birds to suitable nesting habitat as necessary. Additionally, the use of electrified fencing coupled with decoys will be a strategy to reduce nest loss to consider for remote areas with low human disturbance and high densities of mammalian predators (i.e., Bon Secour National Wildlife Refuge, Dauphin Island West End).

## **1.2 Steward priority bird species during winter and migration**

1.2.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for wintering and migratory birds. Staff will gain an understanding of what types of actions and activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. These discussions and decisions will be completed during the August - November timeframe. These assessments enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of migratory and wintering birds.

1.2.2. Steward Trainings: Audubon will recruit and train volunteer winter stewards, modeled after new Audubon programs in Mississippi and Florida. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances, and educate beachgoers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support migratory and wintering beach birds.

1.2.3. Signage: Audubon will place temporary signage at sites identified to be priority for wintering and migratory species. The use of signage will alert people to the importance of the area to these birds and provide suggestions for how they too can help birds during this part of the life cycle.

1.2.4. Protection – Stewards: Staff and volunteer stewards reduce human disturbance, diplomatically intervening accidental encroachment to foraging and loafing birds, and always engaging people in a positive fashion. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the Coastal Bird Stewardship program.

1.2.5. Public Outreach & Engagement: An important strategy in protecting beach birds is to increase the awareness of beach visitors about migratory and wintering birds. Stewards are provided a spotting scope and binoculars, which they share with interested visitors to the beach to show them interesting species from a safe distance. Connecting people to the birds in this direct manner teaches them about the threats birds face, and the tenacity they display in returning each year. Staff and volunteers will be provided with temporary signage, such as “Ask me about the birds” signs.

### **1.3 Steward priority bird species year-round**

1.3.1. Web-based communications: Audubon will use social media, blogs, and other creative web-based messaging to increase awareness of the needs of priority bird species as well as best management practices beach visitors can implement to protect birds.

1.3.2. Print-based communications: Audubon will develop print-based materials to share important information about coastal birds and their habitats. This may include a mailer to beachfront residents alerting them to nesting birds, providing a summary of protective measures, and encouraging them to steward these nesting populations. The proximity of Audubon coastal bird stewardship programs in Florida and Mississippi provides resources that have been field-tested and are, in many cases, relevant to stewardship of Alabama coastal bird populations. Some materials from those states will be replicated and produced in Alabama.

1.3.3. Addressing dogs in sensitive areas: Audubon staff and volunteers that protect nesting areas and wintering flocks of birds will be outfitted with promotional items, such as tennis balls or collapsible water bowls, which target dog walks to soften messaging about dogs in sensitive areas and empower staff to diplomatically steer people away from critical wildlife areas.

1.3.4. Community events, presentations, and festivals: Audubon will participate in community events to address bird conservation initiatives through public presentations, school/university engagement, and partnerships with state and local natural resource organizations. Outreach topics will include priority species, breeding, migratory and wintering needs, habitat dynamics including removal of trash and debris, the importance of posted sensitive areas, and the value of healthy habitat in general. Audubon will also use these events to update the public as well as to recruit volunteers. Audubon's outreach and engagement strategies will be designed to assess, respond to, and mitigate ongoing threats, particularly from human disturbances, habitat management challenges, predation, and harmful debris that may interfere with nesting and feeding success of priority species.

1.3.5. Build strategic partnerships with coastal businesses and the tourism bureau to better support bird conservation: Audubon will work with coastal chambers of commerce, as well as Alabama Tourism and county- and city-specific tourism departments to establish a stronger working relationship to implement better stewardship practices for beachfront and nearby coastal businesses, and encourage safe practices surrounding bird watching, particularly nesting Least Terns.

### **1.4 Metrics**

Audubon will test the effectiveness of conservation actions aimed at mitigating disturbance and increasing productivity. The use of symbolic and/or permanent fencing combined with redirection of beachgoers by stewards provides protection for nesting birds and ultimately reduces disturbance from beachgoers (USFWS 1996, Hunter et al. 2006). In Mississippi, Audubon stewards have been collecting data on disturbance frequency and disturbance types at Least Tern colonies for the past three years. This has allowed Audubon to conduct analyses that demonstrate that human disturbance decreases colony productivity and that stewardship actions lead to increased productivity (Darrah 2020).

In collaboration with Mississippi and Louisiana, Audubon will evaluate the impacts of several stewardship actions on total disturbance and colony productivity of Least Terns when feasible. Disturbance observations will be conducted at all colonies, both in the presence and absence of stewards, in order to quantify the effectiveness of stewards in reducing disturbance. Data on weather, recreation, observed predators, and natural and human disturbances will be collected at all colonies. Game cameras may be placed at strategic points of entry to document types and frequency of disturbances that occur when stewards are not present to provide enforcement and outreach. Stewards will record the frequency and types of interactions that they have with the public.

### **2) Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success**

## **2.1 Monitor beach-nesting birds to assess localized population dynamics and threats to beach breeding species**

**2.1.1. Colonial breeding bird monitoring:** Audubon will follow the State of Florida’s colony monitoring protocol: “Breeding Bird Protocol for Florida’s Shorebirds and Seabirds,” which has also been adapted for use in other Gulf Coast states. Biological monitoring will be conducted weekly at each mainland colony to estimate colony size and reproductive output and to determine colony survival rates, consistent with Audubon’s efforts across the Gulf, which will inform large-scale patterns of breeding productivity and population change. Monitoring will be conducted from outside the colony. Camera trap and colony monitoring will help identify areas where human disturbance, predators, or other factors are negatively affecting productivity, allowing Audubon to prioritize areas for future restoration or increased stewardship efforts.

Audubon will also monitor rooftop colonies as they emerge and access is granted. Historically, Least Terns nested at the Piggly Wiggly in Fairhope, as well as atop several buildings in Orange Beach. Audubon will maintain and foster existing relationships with building managers that host rooftop-nesting Least Terns, and will protect these colonies by installing barriers to reduce chick mortality from rooftops, monitoring nesting outcomes, providing outreach to local businesses and employees, and determining habitat use of nearby food resources including Mobile Bay and Perdido Pass. Audubon will also collaborate with staff from other Gulf States with existing rooftop colonial experience to develop monitoring and management needs for Alabama’s rooftop nesting birds.

**2.1.2. Solitary breeding bird monitoring:** Breeding surveys will be conducted weekly or every other week, similar to survey frequencies in other Gulf Coast states. A subset of breeding sites will be selected as “intensive monitoring” sites and will be visited once per week to record the number of priority breeding birds, locate nests, and assess nest fates. Remaining breeding areas will be visited every other week, and additional visits will be appropriately timed for counting number of breeding pairs, nests, and chicks of priority species. Observers will also record the location and habitat for any adults, chicks, and fledglings observed. To overcome the challenges of infrequent access to some study areas, Audubon will use game cameras to monitor a subset of nests in order to ascertain nest fate and sources of nest loss.

**2.1.3. Disturbance and predation monitoring:** Audubon will monitor the extent of disturbance and predation pressure experienced by priority breeding species in Alabama. Audubon will also conduct predator track counts, ghost crab density surveys, surveys for avian predators, and use game cameras to document both human disturbance and predation at nests and colonies.

## **2.2 Monitor priority bird species during migration and winter**

**2.2.1. Migratory and wintering coastal bird monitoring:** Efforts will focus on survey routes that have been identified to be priority, qualitatively based on species richness, regional representation, and habitat type. Understanding the relationships between species and habitats is paramount to developing stewardship and best management practices for our priority coastal waterbird species to counter current and emergent threats and will aid Audubon in prioritizing areas for conservation work. However, migratory species utilize habitat across multiple spatial and temporal scales, and multiple variables, including: climate, weather, resource availability, and habitat conditions such as wrack, marine debris, and human activity, can influence how birds use local habitat.

Audubon uses the Audubon Coastal Bird Survey (ACBS) as a method to monitor migrating and wintering birds. Similar in methodology to the International Shorebird Survey, ACBS measures relative abundance and trends of migratory and wintering birds related emerging threats, and changing habitat conditions and management practices. ACBS surveys consist of a 1-mile transect along the shoreline that is surveyed by one or more observers. All birds within a ¼-mile buffer will be identified and recorded, and survey conditions including tide level, extent of mudflats, extent of wrack and garbage, extent of human disturbance, and weather are recorded. Additional data will also be collected for priority species: behavior (foraging, roosting, or breeding activity), general location of survey site, and general habitat (mudflat, sand beach, dune, etc.). Each transect will be visited six times during the fall pulse (20 Aug – 30 Oct), three times during the winter pulse (10 Jan – 20 Feb), and six times during the spring pulse (20 Mar – 30 May). During or immediately following each transect, observers will document the location and behavior

of any banded birds sighted during the surveys, with a special focus on searching for banded Piping Plovers, Red Knots, and Snowy Plovers. Survey routes/areas consist of established transects along stretches of shoreline/beach.

**2.2.2. Disturbance and Predation Monitoring:** Audubon will monitor the extent of disturbance experienced by priority migratory and wintering species using several methods. First, Audubon staff and volunteers will record the numbers of humans and dogs present and whether or not the beach has been freshly raked (as in the ACBS protocol). Additionally, Audubon will conduct disturbance and foraging observations for two priority species, Piping Plover and Black Skimmer. These surveys will quantify the extent of disturbance experienced by each species in different habitats (e.g., island vs. mainland) and in relationship to proximity of beach-access points, and will quantify how much available foraging and resting time is lost due to disturbance.

**2.2.3. Monitoring – Training:** Project staff and partners will recruit volunteers to supplement teams already conducting surveys on active routes. Project staff will provide training and mentoring for new volunteers and continuing education will be provided to current and former volunteers. Training, which may include both classroom and field instruction, will focus on survey protocols, data collection and entry, and bird identification skills. Subsequently, staff may provide training on more advanced material, including estimating flock sizes and solving identification challenges for rare birds, similar species, or birds with variable plumages. Coastal birds during migration and wintering periods are often difficult to identify when they are not in their vibrant breeding colors. Training ensures accuracy of data, especially species identification; training also covers counting birds in large flocks and identifying cryptic species by behavior. Moreover, training ensures proper data recording and entry, thus allowing for more rigor in analyses.

### **2.3 Breeding bird banding for analysis of population dynamics**

Understanding the population-level consequences of new habitat creation and restoration requires an understanding of breeding productivity in new and old habitats, site fidelity, dispersal distances, and environmental and individual factors that influence dispersal decisions in birds. Site fidelity and dispersal decisions can be influenced by reproductive performance, either of the individuals themselves or of neighbors (Hoover 2003, Boulinier et al. 2008, Rioux et al. 2011), or habitat quality and change (Johnson and Barnes, unpublished data). Additionally, dispersal decisions of colonial species are complicated due to the social aspect of colony formation; presence of individuals in an area can be more important than reproductive success for colony establishment (Oro and Ruxton 2001). It is important to collect demographic and dispersal data for species of conservation concern for the purposes of metapopulation modeling, which can then be used to understand the effects of size and distance of new habitats and result in improved conservation and project planning.

Audubon will use banding to estimate annual survival, site fidelity, and dispersal distances, and to improve productivity estimates of Alabama's priority breeding species. Focal species will include Snowy Plover and potentially Black Skimmer. Adult Snowy Plovers will be captured using noose carpets and given a unique combination of color bands. Audubon will also capture pre-fledged chicks by hand or dip net and band the chicks with color bands to obtain robust estimates of chick survival and fledging probability. Observers will search for banded birds during regular breeding bird monitoring, as well as during ACBS surveys and band resight surveys throughout the non-breeding seasons. Resights will be used to document dispersal events, migratory connectivity, and to estimate chick and fledging probability and adult annual survival for demographic modeling.

### **2.4. Metrics**

**2.4.1. Assess population size, trends, and productivity of beach-nesting birds in response to stewardship, management actions, and localized threats:** Audubon will analyze the influence of habitat characteristics and human use metrics on spatiotemporal variation in breeding coastal bird abundance and productivity. Specifically, Audubon will relate variation in breeding pair density, annual population trend, and productivity to disturbance frequency, prevalence of predators, extent of stewardship actions, and other relevant environmental or management factors. These findings will be used in an adaptive management framework to respond to emerging threats and to provide recommendations for restoration and management actions that would benefit breeding coastal birds.

**2.4.2. Evaluate and predict wintering/migratory bird abundance in response to disturbance and environmental conditions:** Wintering and migratory coastal bird populations vary spatially and temporally in response to habitat suitability and environmental conditions. In order to evaluate long-term trends and processes affecting wintering and migratory coastal bird populations, Audubon will analyze spatiotemporal variation in abundance and evaluate the influence of habitat characteristics and human use metrics. The Audubon Coastal Bird Survey, initiated in 2010 in response to the BP spill, consists of ~1-mile routes surveyed repeatedly within each of three seasons annually: fall, winter, and spring. The team will estimate route-level abundance and trends while accounting for detection probability using *N*-mixture models for open metapopulations with repeated counts (Kwon et al. 2018). Analysis results will be used to develop maps and summaries of predicted abundance under both current conditions and alternative restoration scenarios across the Alabama Gulf Coast.

The Piping Plover will be selected as a priority species for additional analyses. Two populations winter on Alabama's coast: (1) Great Plains population which is federally listed as threatened, and (2) Great Lakes population which is federally listed as endangered. Many Piping Plovers spend seven to nine months of the year on Alabama's coast. This species is intensively monitored on its breeding grounds and many individuals are banded, which provides an opportunity to form robust population estimates of migrating and wintering birds occupying Alabama's coast, and to estimate winter site fidelity and survival rates as it relates to environmental variables. Estimates of the number of passage migrants and wintering plovers will be obtained using a combination of band resights and counts of unmarked plovers obtained during ACBS surveys, and analyzed in a Bayesian framework using a superpopulation model (Lyons et al. 2016). Modifications of this model will also be used to estimate winter site fidelity and survival rates as a function of habitat covariates.

**2.4.3. Quantify restoration effects on coastal bird populations:** A variety of restoration techniques may be used to facilitate coastal bird population recovery, including invasive species control, land conservation, habitat creation, and direct protection of nesting colonies. Audubon will estimate wintering/migratory bird abundance and breeding bird productivity at both control and restoration sites prior to restoration activity to improve Alabama's understanding of coastal bird response to restoration. Following restoration, Audubon will then compare the new abundance and productivity estimates post-restoration to quantify the effects of restoration, and generate predictions of coastal bird population growth under large-scale restoration. Audubon will also estimate site fidelity and dispersal distances of banded birds of priority breeding species, and track changes in these parameters at control and restoration sites, as well as documenting the origin of individuals that colonize newly-restored areas.

To develop an understanding of causal relationships requires a robust study design with limited independent variables and a good sample size. Although a "before-after-control-impact" (BACI) design is desirable for this type of study, logistical limitations exist including variable costs and permitting requirements for restoration, as well as annual variation breeding locations. A regionwide study will be conducted in collaboration with other Gulf States to perform analyses that are more robust and representative of Gulf Coast populations. Audubon's participation in the Gulf Coast Joint Venture (GCJV), particularly the GCJV Bird Nesting Island Cooperative, will be a key aspect in facilitating cross-state coordination. Members of this cooperative are already engaged in collating existing data and literature to inform best management practices for restoration, identifying information gaps, and assigning conservation and management priority to sites across the Gulf.

## **Exhibit A.2**

### **Project Scope and Goals**

National Audubon Society's goal for this work is to ensure a healthy, resilient coast that supports both birds and people, and to restore Alabama's coastal bird populations. Audubon will work with its "Partners," which include the Alabama Audubon Society and City of Orange Beach, to utilize a dynamic and multi-disciplinary approach and several sub-goals will direct our approach to this work. Hereafter, Audubon and its Partners will be referred to as the "Team."

### **Proposed Activities**

**1) Conduct stewardship activities to reduce human disturbance to increase survival and breeding productivity of coastal birds**

## 1.1 Steward priority bird species during breeding seasons

**1.1.1. Site Assessments:** The Team will visit with each site decision-maker and/or land manager, annually to determine threats and needs for beach-nesting birds. This visit will assess the current environmental conditions, public and/or private uses of the site, future plans for habitat management or restoration, and yearly activities that may affect the quality of the site for nesting birds. In that discussion, staff will gain an understanding of management actions and types of stewardship activities the site decision-maker is willing to have implemented. The Team will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. As priority species begin to arrive and select nesting sites by March and April, staff will provide landowners or managers with an updated assessment of conservation needs and proposed stewardship activities as necessary. In an adaptive management framework, emerging needs and threats for both birds and decision-makers will be discussed, and stewardship activities will be adapted as needed during each breeding season. These discussions will be completed annually during the January-March timeframe for sites that have historically had nesting colonies. Site assessments are necessary to understand concerns and plans of site/land managers as well as to proactively address any concerns by these managers. These assessments also enable the Team to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of breeding birds in advance of and during nesting season.

**1.1.2. Steward Trainings:** The Partners will hire and train, with support from Audubon, seasonal coastal stewards prior to each nesting season, whose work will be supplemented with trained local volunteers. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained seasonal staff and volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances to birds, and educate beach-goers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support breeding beach birds, ultimately building community support and buy-in for these conservation actions.

**1.1.3. Protection – Signage and Symbolic Roping:** As priority-nesting species begin courtship and nest-site selection, stewardship teams will help to install signage and symbolic fencing/roping at identified sites. Temporary signage and roping will be removed at the end of nesting season, typically mid-to-late August. The Partners will regularly monitor symbolic fences and signage, and repairs will be made with minimal disturbance to the birds. The use of signage and symbolic roping reduces encroachment into nesting colonies by visibly creating a barrier and alerting beach visitors, site managers, and site caretakers that there are cryptic ground-nesting birds in the area.

Consistent signage will be used across Alabama, Mississippi, and Louisiana. The design of the signs will feature project partners and standard language. All signage will be approved by Audubon.

**1.1.4. Protection – Stewards:** During high beach-use days, staff and volunteers will work in shifts to oversee nesting birds within symbolic fencing. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of the coastal stewardship program. Staff and volunteer stewards will reduce human disturbance, diplomatically intervening to prevent encroachment into the colony when possible, and always engage people in a positive fashion. During periods of high volumes of beach visitors, partnership with municipal natural resource staff will be important. At some locations, off-duty law enforcement officers and private security may receive incentive payments to help protect the colonies from unnecessary encroachment. Staff and volunteers who act as sentinels help reduce encroachment and disturbance by redirecting people away from colonies. Targeted, focused outreach reduces encroachment and disturbance by helping visitors understand compliance and the consequences of non-compliance. Additionally, engagement maintains the safety of staff and volunteers by reducing antagonism of visitors and increasing the acceptance of stewardship activity.

**1.1.5. Public Outreach & Engagement:** An important strategy in protecting beach-nesting birds is to increase awareness to beach visitors. Stewards will be provided with a spotting scope and binoculars, which they share with interested visitors to the beach to show them incubating adults, cryptic eggs in nests, and downy young from a safe

distance. Connecting people to the birds in this direct manner teaches the importance and value of these habitats to vulnerable nesting birds. This direct form of outreach has been shown to increase awareness, which translates into future avoidance of these areas, by the people who are engaged.

The Partners will also engage children in developing stewardship signs for bird nesting areas or important wintering habitat. Partnering with school districts across the Alabama coast, students will create artwork with conservation messaging that will be printed into permanent signage that can be used at nesting areas. Education and outreach build the foundation that enables the community to learn and support an attitude and behavior of stewardship towards coastal birds and potentially foster knowledge exchanges with other stakeholders. Engaging school age students and building capacities are paramount to the evolution of creating advocates and empowering grass-roots conservation action. The Partners will educate these students to increase understanding of the needs and value of our priority species and their habitats.

Education and outreach materials will feature partner logos (and funding recognition?). Education and outreach materials should be approved by Audubon staff before distribution.

Social media posts should follow Audubon's best practices for topics about banding, drone use, stewardship activities, etc.

1.1.6. Agency and municipal outreach: Staff will establish a partnership with prospective municipal, state and federal natural resources staff to strengthen strategic messages in advance of and during nesting season.

1.1.7. Deploy species-specific decoys: The Partners, in coordination with state and federal partners, will deploy species-specific decoys to attract birds to suitable nesting habitat as necessary. Additionally, the use of electrified fencing coupled with decoys may be a strategy to reduce nest loss to consider for remote areas with low human disturbance and high densities of mammalian predators (e.g., Dauphin Island West End).

## **1.2 Steward priority bird species during winter and migration**

1.2.1. Site Assessments: Audubon will visit with each site decision-maker and/or land manager, annually to determine threats and needs for wintering and migratory birds. Staff will gain an understanding of what types of actions and activities the site decision-maker is willing to have implemented. Audubon will prioritize actions based on the situation, threat assessment, and willingness to engage in particular conservation actions. These discussions and decisions will be completed during the August - November timeframe. These assessments enable Audubon to strengthen partnerships with municipal, state and federal natural resources staff in order to enhance direct protection of migratory and wintering birds.

1.2.2. Steward Trainings: The Partners will recruit and train volunteer winter stewards, modeled after Audubon programs in Louisiana, Mississippi, and Florida. Training for stewardship will include information about bird biology and behaviors, protocols for interacting with beachgoers, and information about how to handle the rare, aggressive beachgoer. Trained volunteers improve and increase available habitat, directly protect birds, increase the knowledge base from which managers make decisions, decrease human-related disturbances, and educate beachgoers on how to coexist with resident and migrating coastal birds. Trainings are necessary to keep staff, volunteers, and visitors safe as well as to educate beach visitors on how they can better support migratory and wintering beach birds.

1.2.3. Signage: The Partners will place temporary signage at sites identified to be priority for wintering and migratory species. The use of signage will alert people to the importance of the area to these birds and provide suggestions for how they too can help birds during this part of the life cycle.

1.2.4. Protection – Stewards: Staff and volunteer stewards reduce human disturbance, diplomatically intervening accidental encroachment to foraging and loafing birds, and always engaging people in a positive fashion. Staff will wear uniforms (typically protective sun shirt, hat, and other items as deemed necessary), whereas volunteers will wear a hat, t-shirt or vest that identifies them as part of Alabama's Coastal Bird Stewardship program.

**1.2.5. Public Outreach & Engagement:** An important strategy in protecting beach birds is to increase the awareness of beach visitors about migratory and wintering birds. Stewards are provided a spotting scope and binoculars, which they share with interested visitors to the beach to show them interesting species from a safe distance. Connecting people to the birds in this direct manner teaches them about the threats birds face, and the tenacity they display in returning each year. Staff and volunteers will be provided with temporary signage, such as “Ask me about the birds” signs.

### **1.3 Steward priority bird species year-round**

**1.3.1. Web-based communications:** The Team will use social media, blogs, and other creative web-based messaging to increase awareness of the needs of priority bird species as well as best management practices beach visitors can implement to protect birds.

**1.3.2. Print-based communications:** The Team will develop print-based materials to share important information about coastal birds and their habitats. This may include a mailer to beachfront residents alerting them to nesting birds, providing a summary of protective measures, and encouraging them to steward these nesting populations. The proximity of Audubon coastal bird stewardship programs in Florida and Mississippi provides resources that have been field-tested and are, in many cases, relevant to stewardship of Alabama coastal bird populations. Some materials from those states will be replicated and produced in Alabama. Print based materials should be approved by Audubon.

**1.3.3. Addressing dogs in sensitive areas:** The Partners that protect nesting areas and wintering flocks of birds will be outfitted with promotional items, such as tennis balls or collapsible water bowls, which target dog walks to soften messaging about dogs in sensitive areas and empower staff to diplomatically steer people away from critical wildlife areas.

**1.3.5. Build strategic partnerships with coastal businesses and the tourism bureau to better support bird conservation:** The Partners will work with coastal chambers of commerce, as well as Alabama Tourism and county- and city-specific tourism departments to establish a stronger working relationship to implement better stewardship practices for beachfront and nearby coastal businesses, and encourage safe practices surrounding bird watching, particularly nesting Least Terns.

### **1.4 Metrics**

Audubon will test the effectiveness of conservation actions aimed at mitigating disturbance and increasing productivity. The use of symbolic and/or permanent fencing combined with redirection of beachgoers by stewards provides protection for nesting birds and ultimately reduces disturbance from beachgoers (USFWS 1996, Hunter et al. 2006). In Mississippi, Audubon stewards have been collecting data on disturbance frequency and disturbance types at Least Tern colonies for the past three years. This has allowed Audubon to conduct analyses that demonstrate that human disturbance decreases colony productivity and that stewardship actions lead to increased productivity (Darrah 2020).

In collaboration with Mississippi and Louisiana stewardship programs, the Partners will evaluate the impacts of several stewardship actions on total disturbance and colony productivity of Least Terns when feasible. Disturbance observations will be conducted at all colonies, both in the presence and absence of stewards, in order to quantify the effectiveness of stewards in reducing disturbance. Data on weather, recreation, observed predators, and natural and human disturbances will be collected at all colonies. Game cameras may be placed at strategic points of entry to document types and frequency of disturbances that occur when stewards are not present to provide enforcement and outreach. Stewards will record the frequency and types of interactions that they have with the public.

## **2) Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success**

### **2.1 Monitor beach-nesting birds to assess localized population dynamics and threats to beach breeding species**

**2.1.1. Colonial breeding bird monitoring:** The Partners will follow the State of Florida’s colony monitoring protocol: “Breeding Bird Protocol for Florida’s Shorebirds and Seabirds,” which has also been adapted for use in other Gulf Coast states. Biological monitoring will be conducted weekly at each mainland colony to estimate colony size and reproductive output and to determine colony survival rates, consistent with Audubon’s efforts across the Gulf, which will inform large-scale patterns of breeding productivity and population change. Monitoring will be conducted from outside the colony. Camera trap and colony monitoring will help identify areas where human disturbance, predators, or other factors are negatively affecting productivity, allowing Audubon to prioritize areas for future restoration or increased stewardship efforts.

**2.1.2. Solitary breeding bird monitoring:** The Partners will conduct breeding surveys at least weekly or every other week, but not more frequently than twice a week, similar to survey frequencies in other Gulf Coast states. A subset of breeding sites will be selected as “intensive monitoring” sites and will be visited once per week to record the number of priority breeding birds, locate nests, and assess nest fates. Remaining breeding areas will be visited every other week, and additional visits will be appropriately timed for counting number of breeding pairs, nests, and chicks of priority species. Observers will also record the location and habitat for any adults, chicks, and fledglings observed. To overcome the challenges of infrequent access to some study areas, Audubon will use game cameras to monitor a subset of nests in order to ascertain nest fate and sources of nest loss.

**2.1.3. Disturbance and predation monitoring:** The Partners will monitor the extent of disturbance and predation pressure experienced by priority breeding species in Alabama. Audubon will also conduct predator track counts, ghost crab density surveys, surveys for avian predators, and use game cameras to document both human disturbance and predation at nests and colonies.

## **2.2 Monitor priority bird species during migration and winter**

**2.2.1. Migratory and wintering coastal bird monitoring:** The Partners will focus on survey routes that have been identified to be priority, qualitatively based on species richness, regional representation, and habitat type. Understanding the relationships between species and habitats is paramount to developing stewardship and best management practices for our priority coastal waterbird species to counter current and emergent threats and will aid Audubon in prioritizing areas for conservation work. However, migratory species utilize habitat across multiple spatial and temporal scales, and multiple variables, including: climate, weather, resource availability, and habitat conditions such as wrack, marine debris, and human activity, can influence how birds use local habitat.

Audubon uses the Audubon Coastal Bird Survey (ACBS) as a method to monitor migrating and wintering birds. Similar in methodology to the International Shorebird Survey, ACBS measures relative abundance and trends of migratory and wintering birds related emerging threats, and changing habitat conditions and management practices. ACBS surveys consist of a 1-mile transect along the shoreline that is surveyed by one or more observers. All birds within a ¼-mile buffer will be identified and recorded, and survey conditions including tide level, extent of mudflats, extent of wrack and garbage, extent of human disturbance, and weather are recorded. Additional data will also be collected for priority species: behavior (foraging, roosting, or breeding activity), general location of survey site, and general habitat (mudflat, sand beach, dune, etc.). Each transect will be visited six times during the fall pulse (20 Aug – 30 Oct), three times during the winter pulse (10 Jan – 20 Feb), and six times during the spring pulse (20 Mar – 30 May). During or immediately following each transect, observers will document the location and behavior of any banded birds sighted during the surveys, with a special focus on searching for banded Piping Plovers, Red Knots, and Snowy Plovers. Survey routes/areas consist of established transects along stretches of shoreline/beach.

**2.2.2. Disturbance and Predation Monitoring:** The Partners will monitor the extent of disturbance experienced by priority migratory and wintering species using several methods. First, staff and volunteers will record the numbers of humans and dogs present and whether or not the beach has been freshly raked (as in the ACBS protocol). Additionally, the Partners will conduct disturbance and foraging observations for two priority species, Piping Plover and Black Skimmer. These surveys will quantify the extent of disturbance experienced by each species in different habitats (e.g., island vs. mainland) and in relationship to proximity of beach-access points and will quantify how much available foraging and resting time is lost due to disturbance.

**2.2.3. Monitoring – Training:** The Partners will recruit volunteers to supplement teams already conducting surveys on active routes. Staff will provide training and mentoring for new volunteers and continuing education will be provided to current and former volunteers. Training, which may include both classroom and field instruction, will focus on survey protocols, data collection and entry, and bird identification skills. Subsequently, staff may provide training on more advanced material, including estimating flock sizes and solving identification challenges for rare birds, similar species, or birds with variable plumages. Coastal birds during migration and wintering periods are often difficult to identify when they are not in their vibrant breeding colors. Training ensures accuracy of data, especially species identification; training also covers counting birds in large flocks and identifying cryptic species by behavior. Moreover, training ensures proper data recording and entry, thus allowing for more rigor in analyses.

## 2.4. Metrics

**2.4.1. Assess population size, trends, and productivity of beach-nesting birds in response to stewardship, management actions, and localized threats:** Audubon will work with the Partners to analyze the influence of habitat characteristics and human use metrics on spatiotemporal variation in breeding coastal bird abundance and productivity. Specifically, Audubon will relate variation in breeding pair density, annual population trend, and productivity to disturbance frequency, prevalence of predators, extent of stewardship actions, and other relevant environmental or management factors. These findings will be used in an adaptive management framework to respond to emerging threats and to provide recommendations for restoration and management actions that would benefit breeding coastal birds.

**2.4.2. Evaluate and predict wintering/migratory bird abundance in response to disturbance and environmental conditions:** Wintering and migratory coastal bird populations vary spatially and temporally in response to habitat suitability and environmental conditions. In order to evaluate long-term trends and processes affecting wintering and migratory coastal bird populations, Audubon will analyze spatiotemporal variation in abundance and evaluate the influence of habitat characteristics and human use metrics. The Audubon Coastal Bird Survey, initiated in 2010 in response to the BP spill, consists of ~1-mile routes surveyed repeatedly within each of three seasons annually: fall, winter, and spring. The team will estimate route-level abundance and trends while accounting for detection probability using *N*-mixture models for open metapopulations with repeated counts (Kwon et al. 2018). Analysis results will be used to develop maps and summaries of predicted abundance under both current conditions and alternative restoration scenarios across the Alabama Gulf Coast.

The Piping Plover will be selected as a priority species for additional analyses. Two populations winter on Alabama's coast: (1) Great Plains population which is federally listed as threatened, and (2) Great Lakes population which is federally listed as endangered. Many Piping Plovers spend seven to nine months of the year on Alabama's coast. This species is intensively monitored on its breeding grounds and many individuals are banded, which provides an opportunity to form robust population estimates of migrating and wintering birds occupying Alabama's coast, and to estimate winter site fidelity and survival rates as it relates to environmental variables. Estimates of the number of passage migrants and wintering plovers will be obtained using a combination of band resights and counts of unmarked plovers obtained during ACBS surveys, and analyzed in a Bayesian framework using a superpopulation model (Lyons et al. 2016). Modifications of this model will also be used to estimate winter site fidelity and survival rates as a function of habitat covariates.

**2.4.3. Quantify restoration effects on coastal bird populations:** A variety of restoration techniques may be used to facilitate coastal bird population recovery, including invasive species control, land conservation, habitat creation, and direct protection of nesting colonies. Audubon will work with the Partners to estimate wintering/migratory bird abundance and breeding bird productivity at both control and restoration sites prior to restoration activity to improve Alabama's understanding of coastal bird response to restoration. Where feasible following restoration, we will then compare the new abundance and productivity estimates post-restoration to quantify the effects of restoration, and generate predictions of coastal bird population growth under large-scale restoration. Audubon will also estimate site fidelity and dispersal distances of banded birds of priority breeding species, and track changes in these parameters at control and restoration sites, as well as documenting the origin of individuals that colonize newly-restored areas.

To develop an understanding of causal relationships requires a robust study design with limited independent variables and a good sample size. Although a “before-after-control-impact” (BACI) design is desirable for this type of study, logistical limitations exist including variable costs and permitting requirements for restoration, as well as annual variation breeding locations. A regionwide study will be conducted in collaboration with other Gulf States to perform analyses that are more robust and representative of Gulf Coast populations. Audubon’s participation in the Gulf Coast Joint Venture (GCJV), particularly the GCJV Bird Nesting Island Cooperative, will be a key aspect in facilitating cross-state coordination. Members of this cooperative are already engaged in collating existing data and literature to inform best management practices for restoration, identifying information gaps, and assigning conservation and management priority to sites across the Gulf.

### Exhibit A3

Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

#### Work Plan for Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

##### ACTIVITIES:

Under the supervision of the Alabama Department of Conservation and Natural Resources (“ADCNR”), National Audubon Society (“National Audubon”) will be responsible for the implementation of the **Stewardship of Coastal Alabama Beach Nesting Bird Habitat** restoration project (hereafter, “Project”) as more specifically described below.

##### Project Implementation

1. Activities and responsibilities. National Audubon is responsible for the implementation outlined for the Project in the Alabama Trustee Implementation Group Restoration Plan III and Environmental Assessment: Provide and Enhance Recreational Opportunities; and Birds (“RPIII/EA”). The implementation activities include:
  - Conduct stewardship activities to reduce human disturbances that contribute to nest failure.
  - Conduct targeted, coordinated predator management activities, where appropriate.
  - Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success.
  - Deploy decoys, where appropriate, to attempt to move colonial nesting birds to areas where human disturbance and/or depredation pressure is anticipated to be lower.
  - Conduct habitat and nesting area enhancements, where appropriate.
2. Timeframe and Funding Source.

Activity	Responsible Party	Funding Source	Expected Timeframe
Implementation	National Audubon	DWH NRD funds	3 years

##### Operation and Maintenance

1. Activities and responsibilities. The operation and maintenance of the Project is the responsibility of National Audubon.
2. Funding. The funding source for operation and maintenance will be DWH NRD funds.
3. Timeframe. National Audubon will conduct reasonable and appropriate operations and maintenance with respect to this Project for at least 3 years, beginning upon execution of the Implementation Agreement and contract with the State of Alabama.

##### Project Monitoring

1. Activities and responsibilities. Project Monitoring will be conducted by National Audubon in

Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

accordance with the Stewardship of Coastal Alabama Beach Nesting Bird Habitat Project Monitoring and Adaptive Management Plan, attached as Appendix H to the RPIII/EA.

2. **Funding.** The funding source for monitoring activities will be DWH NRD funds.

**BUDGET:**

1. The total estimated Project cost is \$2,067,381. The Project budget includes the following items:

Activity	Responsible Party	Budget
Implementation and Monitoring/Adaptive Management	National Audubon/ADCNR	\$1,901,792
Trustee Oversight	ADCNR	\$45,000
Trustee Oversight	DOI	\$49,344
Contingency		\$71,255
	<b>TOTAL:</b>	<b>\$2,067,381</b>

Any costs incurred or obligated for any activity over and above the above budgets must be approved in advance in writing by ADCNR.

**REPORTING REQUIREMENTS/DELIVERABLES:**

1. **Project Implementation.** National Audubon will report the following to ADCNR electronically at the corresponding frequencies/deadlines. Activities include implementation, maintenance, and monitoring:

Activity	Frequency/Deadline
Expenditures	quarterly
Financial Balance (including summary of interest earned)	quarterly
Status of activities	quarterly
Progress made since last report	quarterly

Reporting requirements for project implementation will continue for three years beginning on the date of the first Project Implementation activity listed above.

2. **Project Monitoring.** National Audubon will provide an annual report to ADCNR by January 30 of each year, beginning in 2022, describing the prior year's monitoring activity in accordance with the RPIII/EA and Monitoring and Adaptive Management Plan. Each monitoring report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; (4) and information collected.

Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Coastal Alabama Beach Nesting Bird Habitat Project Monitoring and Adaptive Management Plan.

3. **Letter of Completion.** Within 45 days of completion of all requirements specified in this work plan, National Audubon will submit a letter of completion to ADCNR. This letter will certify that all work has been completed through a final monitoring report and provide a final accounting of expenditures, fund balances, including interest, and the total amount of funds that

Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

will be returned to the Alabama Trustee Implementation Group, if required.

4. Form. All project reporting will be in the form specified by ADCNR and consistent with the reporting requirements in the RPIII/EA and the Trustee Council SOPs.

**REFERENCE DOCUMENTS:**

1. ADCNR will provide the following to National Audubon upon execution of the Implementation Agreement:
  - Alabama Trustee Implementation Group Restoration Plan III and Environmental Assessment: Provide and Enhance Recreational Opportunities; and Birds (“RPIII/EA”)
  - Coastal Alabama Beach Nesting Bird Habitat Project Monitoring and Adaptive Management Plan
  - Trustee Council Standard Operating Procedures

**3) Timeline**

		Startup				Breeding Season Activities						Non-breeding Season Activities			Analyses/Reporting		
		Hire essential staff & summer seasonals	Site Assessments	Agency and municipal outreach	Develop communications plan	Protection - signage and fencing	Protection - stewards	Monitoring - breeding birds	Public outreach and engagement	Recruit and train volunteers	Banding	Audubon Coastal Bird Survey	Recruit and train winter stewards	Signage for wintering species	Assess breeding population and productivity	Assess winter/migratory bird abundance	Restoration effects on coastal bird populations
<b>Year 1</b>	Jan-Mar	x	x	x	x												
	April-Aug			x	x	x	x	x	x	x							
	Aug-Mar										x	x	x	x			
<b>Year 2</b>	Jan-Mar	x															
	April-Aug					x	x	x	x	x					x		
	Aug-Mar										x	x	x	x			
<b>Year 3</b>	Jan-Mar	x															
	April-Aug					x	x	x	x	x					x	x	
	Aug-Mar										x	x	x			x	

**Exhibit B – Budget**

<b>June 2026- Dec 31, 2026</b>		
Salary/fringe	\$ 30,000.00	Fallan's Salary
Education and Outreach Supplies	\$ 15,645.41	
Volunteer Recruitment and Support	\$ 10,000.00	
Signage and Print Media	\$ 25,000.00	
Nesting Habitat Maintenance	\$ 100.00	
Predator Management	\$ 600.00	
Symbolic Fencing	\$ 4,000.00	
<b>Total</b>	<b>\$ 85,345.41</b>	
<b>2027</b>		
Salary/fringe	\$ 80,000.00	Fallan plus a seasonal employee
Education and Outreach Supplies	\$ 17,645.41	
Volunteer Recruitment and Support	\$ 17,037.00	
Signage and Print Media	\$ 25,000.00	
Nesting Habitat Maintenance	\$ 2,000.00	
Predator Management	\$ 600.00	
Symbolic Fencing	\$ 4,000.00	
<b>Total</b>	<b>\$ 146,282.41</b>	
<b>2028</b>		
Salary/fringe	\$ 82,000.00	Fallan plus a seasonal employee
Education and Outreach Supplies	\$ 30,000.00	
Volunteer Recruitment and Support	\$ 20,000.00	
Signage and Print Media	\$ 25,000.00	
Nesting Habitat Maintenance	\$ 3,000.00	
Predator Management	\$ 1,000.00	
Symbolic Fencing	\$ 6,000.00	
<b>Total</b>	<b>\$ 167,000.00</b>	
<b>January through June 2029</b>		
Salary/fringe	\$ 49,000.00	1/2 Fallan plus a seasonal employee
Education and Outreach Supplies	\$ 9,645.18	
Volunteer Recruitment and Support	\$ 12,000.00	
Signage and Print Media	\$ 25,027.00	
Nesting Habitat Maintenance	\$ 3,000.00	
Predator Management	\$ 700.00	
Symbolic Fencing	\$ 6,000.00	
<b>Total</b>	<b>\$ 105,372.18</b>	
<b>Grand Total</b>	<b>\$ 504,000.00</b>	

## Exhibit C

Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

### Second Amended Work Plan for Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project *with increased project budget from RPIV*

#### ACTIVITIES:

Under the supervision of the Alabama Department of Conservation and Natural Resources (“ADCNR”), National Audubon Society (“National Audubon”) will be responsible for the implementation of the Stewardship of Coastal Alabama Beach Nesting Bird Habitat restoration project (hereafter, “Project”) as more specifically described below.

#### Project Implementation

1. Activities and responsibilities. National Audubon is responsible for the implementation outlined for the Project in the Alabama Trustee Implementation Group Restoration Plan III and Environmental Assessment: Provide and Enhance Recreational Opportunities; and Birds (“RPIII/EA”) and as supplemented by the Alabama Trustee Implementation Group Restoration Plan IV and Environmental Assessment: Wetlands, Coastal and Nearshore Habitats; Nutrient Reduction; Birds; Oysters; and Provide and Enhance Recreational Opportunities (“RPIV/EA”). The implementation activities include:
  - Conduct stewardship activities to reduce human disturbances that contribute to nest failure.
  - Conduct targeted, coordinated predator management activities, where appropriate.
  - Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success.
  - Deploy decoys, where appropriate, to attempt to move colonial nesting birds to areas where human disturbance and/or depredation pressure is anticipated to be lower.
  - Conduct habitat and nesting area enhancements, where appropriate.

2. Timeframe and Funding Source.

Activity	Responsible Party	Funding Source	Expected Timeframe
Implementation	National Audubon	DWH NRD funds	~5 years

#### Operation and Maintenance

1. Activities and responsibilities. The operation and maintenance of the Project is the responsibility of National Audubon.
2. Funding. The funding source for operation and maintenance will be DWH NRD funds.
3. Timeframe. National Audubon will conduct reasonable and appropriate operations and maintenance with respect to this Project for at least 5 years, beginning upon execution of the Implementation Agreement and contract with the State of Alabama.

Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

**Project Monitoring**

1. **Activities and responsibilities.** Project Monitoring will be conducted by National Audubon in accordance with the Stewardship of Coastal Alabama Beach Nesting Bird Habitat Project Monitoring and Adaptive Management Plan, attached as Appendix H to the RPIII/EA.
2. **Funding.** The funding source for monitoring activities will be DWH NRD funds.

**BUDGET:**

1. The total estimated original Project cost was \$2,067,381. The Project budget included the following items:

Activity	Responsible Party	Budget
Implementation and Monitoring/Adaptive Management	National Audubon/ADCNR	\$1,901,792
Trustee Oversight	ADCNR	\$45,000
Trustee Oversight	DOI	\$49,344
Contingency		\$71,255
	<b>TOTAL:</b>	<b>\$2,067,381</b>

2. The total estimated additional funding for this Project is \$800,000. The Project budget for this additional funding includes the following items:

Activity	Responsible Party	Budget
Implementation and Monitoring/Adaptive Management	National Audubon/ADCNR	\$660,000
Trustee Oversight	ADCNR	\$45,000
Trustee Oversight	DOI	\$40,000
Contingency		\$55,000
	<b>TOTAL:</b>	<b>\$800,000</b>

3. The total estimated additional funding for this Project is \$4,740,456. The Project budget for this additional funding includes the following items:

Activity	Responsible Party	Budget
Implementation and Monitoring/Adaptive Management	<i>See breakdown below</i>	\$2,305,000
	<i>National Audubon</i>	<i>\$2,000,000</i>
	<i>Town of Dauphin Island (law enforcement)</i>	<i>\$305,000</i>
	<i>USDA (predator management)</i>	<i>*included in DOI Trustee Oversight Budget</i>
Trustee Oversight	ADCNR	\$55,000

Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project

Trustee Oversight	DOI	\$640,000
Contingency		\$1,740,456
	<b>TOTAL:</b>	<b>\$4,740,456</b>

Any costs incurred or obligated for any activity over and above the above budgets must be approved in advance in writing by ADCNR.

**REPORTING REQUIREMENTS/DELIVERABLES:**

1. Project Implementation. National Audubon will report the following to ADCNR electronically at the corresponding frequencies/deadlines. Activities include implementation, maintenance, and monitoring:

Activity	Frequency/Deadline
Expenditures	quarterly
Financial Balance (including summary of interest earned)	quarterly
Status of activities	quarterly
Progress made since last report	quarterly

Reporting requirements for project implementation will continue for three years beginning on the date of the first Project Implementation activity listed above.

2. Project Monitoring. National Audubon will provide an annual report to ADCNR by January 30 of each year, beginning in 2022, describing the prior year's monitoring activity in accordance with the RPIII/EA and Monitoring and Adaptive Management Plan. Each monitoring report should describe the (1) monitoring activity; (2) date of each activity; (3) expenditures; (4) and information collected.

Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Coastal Alabama Beach Nesting Bird Habitat Project Monitoring and Adaptive Management Plan.

3. Letter of Completion. Within 45 days of completion of all requirements specified in this work plan, National Audubon will submit a letter of completion to ADCNR. This letter will certify that all work has been completed through a final monitoring report and provide a final accounting of expenditures, fund balances, including interest, and the total amount of funds that will be returned to the Alabama Trustee Implementation Group, if required.
4. Form. All project reporting will be in the form specified by ADCNR and consistent with the reporting requirements in the RPIII/EA and the Trustee Council SOPs.

**REFERENCE DOCUMENTS:**

ADCNR will provide the following to National Audubon upon execution of the Implementation Agreement:

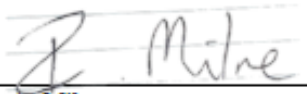
- Alabama Trustee Implementation Group Restoration Plan III and Environmental Assessment: Provide and Enhance Recreational Opportunities; and Birds ("RPIII/EA")
- Alabama Trustee Implementation Group Restoration Plan IV and Environmental

**Attachment A to Implementation Agreement – Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project**

- Assessment: Wetlands, Coastal and Nearshore Habitats; Nutrient Reduction; Birds; Oysters; and Provide and Enhance Recreational Opportunities (“RPIV/EA”)
- Coastal Alabama Beach Nesting Bird Habitat Project Monitoring and Adaptive Management Plan
  - RW TIG Final Restoration Plan/Environmental Assessment 1: Birds, Marine Mammals, Oysters, and Sea Turtles
  - RW TIG Bird Nesting and Foraging Area Stewardship Project Monitoring and Adaptive Management Plan
  - Trustee Council Standard Operating Procedures

The undersigned acknowledges receipt of this Work Plan and agrees to the budgets and activities described herein. This Work Plan amends and supersedes the original Work Plan attached to the Implementation Agreement for the Stewardship of Coastal Alabama Beach Nesting Bird Habitat Restoration Project dated April 16, 2021, and the First Amended Work Plan dated October 25, 2024.

**NATIONAL AUDUBON SOCIETY, INC:**

  
 \_\_\_\_\_  
**Ingrid Milne**  
 Chief Financial Officer

Date: 02/24/2026

**APPROVED BY:**  
**STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES:**

Christopher M. Blankenship Digitally signed by Christopher M. Blankenship  
 Date: 2026.01.05 08:46:50 -0600  
 \_\_\_\_\_  
**Christopher M. Blankenship**  
 Commissioner

Date: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool Support Building at the Aquatics Center in an amount not to exceed \$5,570. (NA)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 07-07-26 26-xxx Authorize Task Order GeoCon Aquatics Center New Pool Support Building
2. 2026.06.11 Task Order GeoCon Aquatics Center New Pool Support Building

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.  
TO PROVIDE GEOTECHNICAL EXPLORATION AND ENGINEERING SERVICES FOR  
A NEW POOL SUPPORT BUILDING AT THE AQUATICS CENTER  
IN AN AMOUNT NOT TO EXCEED \$5,570**

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FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-008 adopted January 7, 2025, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City’s Parks and Recreation Director has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a new Pool Support Building at the Aquatics Center.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$5,570.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on July 7, 2026.

\_\_\_\_\_  
City Clerk



June 8, 2026

**City of Orange Beach**  
P.O. Box 2432  
Orange Beach, Alabama

Attn: Mr. Chris Pappas, P.E.

Re: **Proposal for Geotechnical Exploration**  
Proposed New Pool Support Building  
4853 South Wilson Boulevard  
Orange Beach, Alabama

Dear Mr. Pappas:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above-mentioned project. We understand that the project includes a new support building for the aquatic's facility.

### **Proposed Scope of Services**

This proposal is based on three (3) 45-foot-deep borings in the building area. A geotechnical engineering technician will be on-site during the field exploration to locate the boring points and observe the soil conditions encountered in the borings. Soil laboratory testing will include soil grain size determination, Atterberg limit determination and soil moisture content determination.

The purpose of our investigation will be to determine the subgrade soil conditions in the proposed construction areas and make recommendations regarding site grading, subgrade preparation and foundation design.

The collected soil test boring data and related soil laboratory test data would be evaluated by our engineering staff. A written geotechnical engineering report would be prepared and would include an assessment of the soil and groundwater conditions related to the proposed construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

### **Fee Estimate**

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$5,570.00**.

### **Scheduling**

We can typically proceed with the drilling and sampling within 2 weeks following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available no later than 30 days from the date we receive the signed authorization page.

### **Testing Standards**

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

### **Authorization**

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,



Christopher Rea  
Vice President

### Proposal Authorization Form

**Please Print**

<b>Accepted By:</b>			
<b>Signature:</b>			
<b>Entity:</b>			
<b>Mailing Address:</b>			
<b>Report will be Addressed to:</b>			
<b>Customer Email Address:</b>			
<b>Phone Number:</b>			
<b>Invoice Sent To:</b>	<b>Mailing Address:</b>		<b>Email Address:</b>
<b>All Entities to Receive Report: (Architects, Structural or Civil Engineer, Builder, Owner, Etc.)</b>			
<b>Location of Project:</b>			
<b>Proposal Price:</b>	<b>\$5,570.00</b>	<b>Date:</b>	
<b>Comments:</b>			
<p>GeoCon is not responsible for any damage to any underground that is not marked.                  The proposed amount is only valid for 60 days unless executed.                  Failure to complete this form could delay the completion of the final report.                  Addendums can be subject to an additional fee.</p>			
<p><b>Checks preferred. Credit card payment will incur an additional 3.5% fee. Reports are typically available within 30 days of proposal acceptance.</b></p>			

## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED.** GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

**PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

**TERMINATION.** Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services. Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

**PROFESSIONAL LIABILITY.** Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

**SITE OPERATIONS.** Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

**OWNERSHIP AND USE OF PROJECT DOCUMENTS.** All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of Geocon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Geocon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims. Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

**ADDITIONAL SERVICES OF CONSULTANT.** If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

**ASSIGNABILITY.** GeoCon shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

**SERVICES TO BE CONFIDENTIAL.** All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

**CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

**SEVERABILITY.** It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

**INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the bid for Exotic Invasive Plant Species Removal, Native Landscaping, Monitoring and Education for the Coastal Resources Department. (PW/TR)

**Background/Description:** Bid opening scheduled for July 7, 2026.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the bid for a Burn Tower with Installation at the Fire Training Facility. (JS/TR)

**Background/Description:** Bid opening scheduled for July 7, 2026.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution awarding the bid for a Work Skiff for the Coastal Resources Department. (PW/TR)

**Background/Description:** Bid opening scheduled for July 7, 2026.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution accepting a proposal for Professional Architectural, Design and Engineering Services for a Safe Room Facility for First Responders. (NW/TR)

**Background/Description:** Proposals due June 19, 2026.

**Action Options/Recommendation:**

**Source of Funding (if applicable):** FEMA Hazard Mitigation Grant funded project.

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** Community Development

**Description of Topic:** Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0704-PUDA-26, AC Hotel by Marriott Orange Beach PUD Modification - Parking Layout Amendment. (Suggested date 7/21/2026) (GP)

**Background/Description:** For the AC Hotel by Marriot Orange Beach Planned Unit Development (PUD) Master Plan, AR& Development Company LLC requests approval of a major PUD modification consisting of: (1) providing all parking onsite (160 total spaces); (2) eliminating the previously approved off-site parking area; (3) relocating a portion of the lodging rooms to the rooftop level; and (4) adding public access to the previously approved rooftop lounge. There are no changes to the 100-key hotel program and the overall building height. The property is located at 23370 Perdido Beach Boulevard.

**Action Options/Recommendation:** Planning Commission will hold a public hearing and consider this application at its regular meeting on July 13, 2026.

**Source of Funding (if applicable):** N/A

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** Community Development

**Description of Topic:** Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0705-PUDA-26, Lost Bay Townhouses PUD Modification - Perimeter Landscaping Amendment. (Suggested date 7/7/2026) (GP)

**Background/Description:** For the Lost Bay Townhouses Planned Unit Development (PUD) Master Plan, DR Horton Inc. – Birmingham requests approval of a minor PUD modification to amend the landscape plan to remove the perimeter shrubs and associated irrigation due to the installation of a 10-foot solid privacy fence and revised irrigation details. The property is located on Lost Bay Drive and west of The Island Church.

**Action Options/Recommendation:** This application is a minor PUD modification. Only City Council approval is required.

**Source of Funding (if applicable):** N/A

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
JUNE 16, 2026**

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**Departments:** City Clerk

**Description of Topic:** Ordinance amending Chapter 70, Article II, Section 70-22 of the Code of Ordinances for the City of Orange Beach, Alabama, to reduce the speed limit on certain streets within the Lauder Place Subdivision. (AR/JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 2026-xxxx Amd Ch 70 Sec 70-22 Speed Limit Lauder Place

**ORDINANCE NO. 2026-xxxx**

**AN ORDINANCE AMENDING CHAPTER 70, ARTICLE II, SECTION 70-22  
OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA,  
TO REDUCE THE SPEED LIMIT ON CERTAIN STREETS WITHIN THE  
LAUDER PLACE SUBDIVISION**

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FINDINGS:

1. The Code of Alabama 1975, Section 11-49-4(a) authorizes each municipality to fix by ordinance the speed at which motor vehicles may be operated within its corporate limits.
2. Section 70-22 of the Code of Ordinances of the City of Orange Beach defines a “non-standard street” as any public street within the Urban Zone whose surrounding conditions are such that the speed limit generally set for residential streets might be too high for safe vehicle operation.
3. The Lauder Place Property Owners Association has requested a reduction of the posted speed limit on Barracuda Street, Cobia Avenue, Sailfish Lane, Tarpon Lane, and Yellowfin Street from twenty-five (25) miles per hour to fifteen (15) miles per hour as the absence of sidewalks requires pedestrians, children, joggers, and bicyclists to share the roadway with motor vehicles, and a lower speed limit will promote the City’s commitment to safety by providing a pedestrian-friendly environment for residents.
4. Having reviewed the suggested amendments, the City Council has determined that lowering the speed limits on the aforementioned roads for the safety of those traveling within Lauder Place Subdivision is in the best interest of the City of Orange Beach and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That Chapter 70, Article II, Section 70-22, subsection (c)(2)(f) of the Code of Ordinances for the city of Orange Beach is hereby amended to add streets to the list of non-standard streets at a speed of no greater than fifteen (15) miles per hour and to read as follows:
  - f. The following non-standard streets at a speed greater than 15 miles per hour:
    1. Barracuda Street;
    2. Cobia Avenue;
    3. Dowty Lane;
    4. Illinois Street;
    5. Jubilee Point Road;
    6. Look Rook Road;
    7. Moses Road;
    8. Nana Brown Drive;
    9. Perdido Avenue West;
    10. Polaris Street;
    11. Sailfish Lane;
    12. Tarpon Street;
    13. Tiger Brown Avenue;
    14. Yellowfin Street.

- 2. That all ordinances, resolutions or parts in conflict with this ordinance, to the extent of such conflict, are repealed; and
- 3. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 7<sup>th</sup> DAY OF JULY, 2026.

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Renee Eberly  
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing ORDINANCE 2026-xxxx was posted on \_\_\_\_\_ in the following three (3) public places:  
 Orange Beach City Hall \_\_\_\_\_  
 Orange Beach Post Office \_\_\_\_\_  
 Orange Beach Public Library \_\_\_\_\_

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Renee Eberly, City Clerk