



## **New Mexico Health Insurance Alliance** **Employee Handbook**

**This handbook is not a contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the New Mexico Health Insurance Alliance may terminate this relationship at any time, for any reason, with or without cause or notice. No contracts are valid unless approved by the Board of Directors.**

### **1.1 INTRODUCTION**

Welcome to the New Mexico Health Insurance Alliance (the Alliance). An interesting and challenging experience awaits you as an employee of the Alliance. To answer some of the questions you may have concerning the Alliance and its policies, this handbook has been written. Please read it thoroughly and retain it for future reference. The policies stated in this handbook are subject to change at the sole discretion of the Alliance. From time to time, you may receive updated information concerning changes in policy. If you have questions regarding any policies, please ask the Executive Director.

### **1.2 ALLIANCE HISTORY**

The Alliance was created through state statute in 1994 for the purpose of increasing accessibility to group health insurance for small employers. The Alliance issued its first group health insurance policy on February 1, 1995. Since 1995, the Alliance has insured over 41,000 lives, an outstanding accomplishment over a very short period of time.

The Alliance is funded through premium dollars and assessments to its insurance carrier membership. All health insurance companies that are licensed to sell accident and health insurance by the state of New Mexico are required to be members of the Alliance. The Alliance is a non-profit public corporation.

We are proud to say “YES” to many small employers asking for medical coverage where, in the past, they would have been turned down for coverage.

The Alliance member insurance carriers that offer the health plans are rewarded for doing so by being reinsured for their losses that exceed designated premiums.

We are a unique program in that we are the only program of its kind in the nation, and we are on the cutting edge of health insurance reform. The market is constantly changing and we are in a position to change along with the marketplace. Our law now includes coverage for individuals whose COBRA coverage terminated or state continuation policy, church plan, or government plan terminated.

The Alliance has been referred to as a “lifesaver” because we have solved a myriad of health insurance problems for consumers. We pride ourselves in superior service to our clients. It is expected that all Alliance employees work toward this goal.

### **1.3 VISION**

To improve New Mexicans’ quality of life by providing access to quality health insurance products and services through an alliance of health insurance carriers.

### **1.4 MISSION**

To provide increased access to voluntary health insurance for small businesses, the self-employed and qualified individuals.

To fulfill a healthcare need for those who are unable to qualify for commercial health insurance due to participation and underwriting criteria.

To monitor New Mexico trends in the medical and health insurance industry to address changing market needs and provide alternative solutions.

## **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

The Alliance provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, the Alliance complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, re-call, leaves of absence, compensation, and training.

## **2.2 SEXUAL HARRASMENT & OTHER UNLAWFUL HARRASMENT**

The Alliance is committed to providing a work environment that is free of unlawful discrimination. In keeping with this objective, Alliance maintains a strict policy prohibiting unlawful harassment, including harassment based on any of the

following categories: race, color, religion, sex, pregnancy, disability, national origin, ethnicity or ancestry, age, or any other protected category.

In particular, sexual harassment is defined as any unwelcome conduct that would not have occurred but for the employee's gender, including but not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that 1) has been made either explicitly or implicitly as a term or condition of an individual's employment or 2) is used as a basis for employment decisions such as promotions and benefits affecting such individual and other offensive behavior directed toward an employee because of or on account of his or her gender, which substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

In addition to sexual harassment, the Alliance also prohibits all forms of harassment on any basis prohibited by discrimination laws, such as race, religion, ethnicity, age, and disability. While it is not easy to define precisely what harassment is, it certainly includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, and other similar verbal, written, or physical conduct.

Any employee who believes he or she has been or is being harassed by a coworker, supervisor, or agent of the Alliance should immediately report the facts of the incident(s) and names of the individuals involved to his or her supervisor or, the Executive Director, the board president, or executive committee chair. Employees who report harassment, in good faith, should not fear any reprisal (also, refer to whistleblower policy). All employees should also immediately report any incidents of harassment they witness to a management representative.

After a report of harassment is received, an investigation by management will be undertaken promptly. Any supervisor, agent, or other employee who has been found by Alliance, after investigation, to have harassed another employee in violation of this policy will be subject to discipline that may range from a warning up to, and including, termination.

### **2.3 AT WILL EMPLOYMENT**

The Alliance does not guarantee employment. Your employment is at will and may be terminated by you or by the Alliance at any time, for any reason or for no reason.

### **2.4 IMMIGRATION LAW COMPLIANCE**

The Alliance is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new

employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

## **2.5 PROHIBITED PERSONS- 18 U.S.C. SECTION 1033**

Insurers under these statutes have an obligation not to willfully permit an individual who has been convicted of a State or Federal felony to engage or participate in the business of insurance and should take steps to identify these individuals on a prospective basis. In accordance with this statute, the Alliance is implementing an aggressive program whereby written certification is requested from both current and prospective employees on an annual basis that they have not been convicted of a felony and will notify The Alliance in writing of a felony conviction within 30 days of conviction. This statement is incorporated in the Employee Confidentiality Agreement. The Alliance may conduct criminal checks on individuals who are placed in positions whereby the individual's activities potentially pose a substantial threat or risk to (a) its safety and financial soundness, or (b) an insurance consumer.

## **2.6 CONFIDENTIAL INFORMATION**

Alliance employees sign an Employee Confidentiality Agreement upon employment acknowledging their understanding of confidential information and protection of Alliance property as defined in the statement. Information about our customers and employees is confidential. Upon termination of employment, an employee shall immediately deliver to the Alliance all such property remaining in the employee's possession or control. Disciplinary action including termination may be taken for breach of the Employee Confidentiality Agreement.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### Handling of Reported Violations

The Executive Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within 5 business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## **2.7 DRUG AND ALCOHOL POLICY**

Employees must report to work free of alcohol and other drugs (other than those used by and in accordance with a prescription). An employee will be subject to discipline, up to and including termination, for possessing, consuming, having in his or her system, using, manufacturing, distributing, dispensing, selling, or purchasing drug paraphernalia, alcohol, or non-prescribed drugs while on or about Alliance premises, on the property of clients, while on duty, or at any time while operating an Alliance vehicle. The only permitted exceptions are for employees attending Alliance-sponsored events or attending events as representatives of Alliance where alcohol is served. Under these circumstances, moderate consumption of alcohol is permissible as long as the employee's behavior remains acceptable to Alliance.

Alliance reserves the right to random drug testing of all employees.

## **2.8 SMOKING**

The Alliance is a non-smoking office. Any employee who smokes will be required to do so outside keeping a good distance from the entrance to the office.

## **2.9 VIOLENCE AND WEAPONS**

Employees of the the Alliance are prohibited from the possession of firearms and weapons, engaging in abusive, harassing, or threatening conduct or initiating violent acts while on Alliance property or Alliance work sites.

## **3.0 VISITORS IN THE WORKPLACE**

Employees are responsible for the conduct and safety of their personal visitors. If an unauthorized person is observed on Alliance premises, employees should immediately notify their supervisor or, if necessary, direct the individual to leave.

### **3.1 KITCHEN AREA**

The kitchen area is to be kept clean and neat. Employees are to wash, dry and put away their own dishes. Kitchen supplies are to be monitored by receptionist. If supplies need to be replenished, an order can be placed.

### **3.2 RESTROOMS**

Restrooms are to be kept clean and neat. Weekly cleaning service is provided by the Alliance.

### **3.3 PERSONNEL FILE**

An employee may request viewing his/her personnel file in person at any time.

### **3.4 WORPLACE ATTIRE**

The dress code policy for the Alliance is professional, yet comfortable. Alliance personnel will be expected to greet the public every day looking their best. Jeans, shorts, sneakers, explicit dress, etc. are not appropriate to the Alliance workplace.

### **3.5 WORK HOURS**

The regular workweek for all full-time employees is forty hours, divided into five days, Monday through Friday, with employees regularly scheduled to work eight hours per day.

The Alliance workday begins promptly at 8:00 AM, and ends at 4:30 PM. The office is open during the lunch hour. Employees are given 30 minutes for lunch. All employees shall follow proper telephone back-up procedures during the lunch hour. If the lunch hour schedule does not fit your schedule on a particular day, it will be your responsibility to trade with another employee and inform the office manager of that change for proper telephone back-up procedure.

Daily and weekly work schedules may be changed from time to time at the discretion of the Alliance to meet the varying conditions of our business. Changes in work schedules will be announced as far in advance as practical.

### **3.6 ATTENDANCE AND PUNCTUALITY**

Regular attendance and punctuality are vital attributes for all employees. It is important for employees to attend work regularly or to arrive at work on time because failure to do so detrimentally affects employee morale and productivity. Absenteeism or tardiness that is excessive or unauthorized in the judgment of the Alliance is grounds for disciplinary action, up to and including termination of employment.

### **3.7 RECORDING OF WORK HOURS**

A record of all employee work hours is maintained for purposes of granting time off and adhering to company policies and the Fair Labor Standards Act. Signed timesheets will be submitted to the Executive Director for approval two days prior to pay day indicating any scheduled and unscheduled personal leave days and hours worked.

### **3.8 REGULAR PAY PROCEDURES**

All Alliance employees are normally paid by check on a semi-monthly basis, usually on the fifteenth and on the last day of each month. If a scheduled payday falls on a Saturday, Sunday, or company-observed holiday, you will usually be paid on the day preceding the weekend or holiday. All required deductions, such as federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance and dental insurance contributions, will be withheld automatically from your paychecks.

Please review your paycheck for errors. If you find a mistake, report it to the Executive Director immediately. He/she will assist you in taking the steps necessary to correct the error.

In the event that your paycheck is lost or stolen, please notify the Executive Director immediately. The billing supervisor will attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check. Unfortunately, however, the Alliance is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

### **3.9 PAY ADVANCES**

Advance paychecks may be available for emergencies or in cases of extreme financial hardship, such as medical emergencies or for travel expenses for the funeral of an immediate family member. Employees must obtain the prior approval of the Executive Director. In the case of financial hardship, the employee may also be referred to seek counseling support for guidance. Advances are not available for vacations. Arrangements may be made to have your paycheck deposited for you during your absence.

### **4.0 OVERTIME PAY PROCEDURES**

Exempt employees are expected to work the required hours needed to accomplish their job responsibilities without receiving extra pay for overtime worked. Exempt employees are paid on the basis of their assigned responsibilities and may work over 40 hours per week without additional compensation. "Comp time" is generally not granted to exempt employees for extra hours worked except under extraordinary circumstances.

A workweek begins on Sunday of each week and ends on Saturday. Non-exempt employees are paid overtime at the rate of one-and-one-half times the straight time rate for hours worked in excess of 40 hours per week. The Alliance pays its employees for a 40-hour workweek even though the building is open 37.5 hours per week. The straight time rate for the overtime calculation is based on your annual salary/2080 hours. This means those hours worked between 37.5 and 40 hours do not receive additional reimbursement as you have already

been paid for these hours. Worked time for overtime purposes includes regular work time, jury duty, inclement weather building closures, and paid personal leave time **only**. When these types of time total 40 hours for the week, any additional time worked will be paid at one-and-a-half times the straight time rate. If total hours worked during the regular week are less than 40 (due to doctor/dental appointment, sick leave, short-term disability, workers' compensation, discretionary time, vacation, bonus time, etc.), all pay will be at the employee's straight time rate until 40 hours are worked. All hours worked in excess of 40 hours will then be paid at one-and-a-half times the straight time rate. For example, if an employee is absent one day (8 hours) and then works 9 hours each of the remaining 4 days in the week, pay would be 8 hours paid time off plus 36 hours straight time for a total of 44 hours of pay. However, if the 8 hours is holiday pay, it is counted as time worked, so the employee would then receive 8 hours paid time off, 32 hours of straight time, and 4 hours of overtime.

Employees who work Saturday or Sunday will not be paid overtime for weekend work unless they have worked at least 40 hours during the week.

The Executive Director and Operations Manager will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

You will normally receive payment for overtime in the pay period following the period in which such overtime is worked, providing that your time record form has been properly prepared, approved by the Executive Director, and forwarded to the billing supervisor for processing in a timely manner.

#### **4.1 PERFORMANCE REVIEW**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

There is eligibility for three types of pay increases: promotional increases to reward employees for a move to a new job with more responsibility; equity increases granted to employees as deemed appropriate by Alliance; and merit increases that may be granted on an individual basis following performance evaluations. Increases may vary depending upon the date of the last raise, job responsibility, attitude, length of service, and experience in the current job.

All increases are subject to Alliance's sole discretion.

## **4.2 SALARY INCREASES**

Merit salary reviews are done annually, based on the performance appraisal. Merit increases are entirely within the discretion of the Alliance.

## **4.3 EMPLOYEE INCENTIVES**

Sales employees have incentives based on factors such as new sales, retention of customers, and net growth. Other employees participate in an organization-wide incentive based on criteria such as our administrative expense ratio, growth, and various business goals and quality initiatives. Each year, the specific goals for the incentive plan for that year are announced to all employees. If incentive is available based on achievement of these goals, it is paid quarterly. The incentive program gives every employee an opportunity to contribute and share in the success of the Alliance.

## **4.4 EXPENSE REIMBURSEMENT**

Employees will be reimbursed for all expenses incurred while traveling for the purpose of the Alliance. Employees are required to submit valid documentation with each expense report.

## **4.5 PROFESSIONAL DEVELOPMENT**

The Alliance supports continued development of employee competencies through the reimbursement of approved job related courses. Please provide a written proposal for any course of interest and submit to the Executive Director for review.

## **4.6 PERSONAL LEAVE TIME**

The Alliance recognizes that individual employees may have circumstances whereby time off is needed. We also recognize the importance of providing time for the opportunity for rest, recreation, and personal activities.

With the Alliance's "Personal Leave Time" policy, you (the employee) will determine how you use what is now your vacation, sick, and discretionary personal time. You will accrue time based on your length of service. How you use that time will be up to you, as long as you schedule planned absences with your supervisor or the Executive Director.

Employees are given personal leave time for based on their years of service according to the accrual chart below. This time may be used for any kind of absence. Personal leave time may be accrued up to a maximum of 2 times an employee's annualized equivalent based on length of service. Time greater than

2 times the maximum personal leave time will be written off and not available to the employee. The Alliance encourages the use of allowed personal leave time. No payments will be made in lieu of taking personal leave time, except for accrued unused personal leave time at termination.

<b>Length of Service</b>	<b>Accrual Per Pay Period</b>	<b>Annualized Equivalent</b>	<b>Accrual Maximum</b>
At hire date	32 hours lump sum	4 days (32 hours)	4 days (32 hours)
At 6 months	24 hours lump sum	3 days (24 hours)	7 days (56 hours)
At 12 months	48 hours lump sum	6 days (48 hours)	13 days (104 hours)
After 12 months	6 hours per pay period	18 days (144 hours)	18 days (144 hours)
5– 7 years	6.7 hours per pay period	20 days (160 hours)	40 days (320 hours)
7-11 years	7.7 hours per pay period	23 days (184 hours)	46 days (384 hours)
➤ 11 years	To be determined by Board		

Personal leave time is either scheduled or unscheduled. Scheduled time off must be requested from your supervisor or the Executive Director at least one working day in advance. Approval is based in part on the business needs of the organization. Employees are expected to provide as much notice as possible for extended scheduled time off. Personal leave time may be scheduled in one-hour increments, with prior approval. This time will be recorded on your timesheet to ensure accurate timekeeping. If a holiday falls during a personal leave period, the holiday will count as a paid holiday and will not be subtracted from the employee's personal leave days.

Planned absences with an anticipated but for which an exact date is unknown until an event occurs will be considered scheduled time off. Illness absences of more than 3 days may be considered scheduled time off. Illness absences of 3 days or less are unscheduled (they do not automatically become "scheduled" just because the employee expects to be absent a second or third days, since the organization does not have the opportunity to deny the absence based on business needs.)

Time may be identified as unscheduled one working day's notice is not provided to Executive Director. You must still notify your supervisor or the Executive Director of your unscheduled absence within 1 hour of the normal reporting time. Abuse of unscheduled time off will be addressed.

#### **4.7 BUILDING CLOSURE**

Employees will be paid when the building is closed (bad weather, power failure, etc.) or bad weather conditions exist but the building remains open as follows:

Building is Closed the Entire Day as determined by the Executive Director: employees will be paid for the hours they were regularly scheduled to work.

Building Closed Part of a Day as determined by the Executive Director: Employees who are at work while the building is open will be paid for hours equal to the number of hours the building is closed.

Building Not Closed, but employees choose to stay home or leave early at their discretion: Employee may take unscheduled personal leave time or make up time with supervisory or Executive Director approval.

#### **4.8 HOLIDAYS**

The Alliance provides 10.5 paid time off days to all full-time regular and full-time temporary employees working more than 30 hours/week. This consists of 9.0 scheduled holidays and one and one half floating holidays that may be scheduled at the employees discretion upon written request to the Executive Director.

Holidays include the following days: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, 1/2 day for Santa Fe Fiesta or the Fair, Thanksgiving Day and the Day After, Christmas Day plus One Day defined yearly, and one floating holiday. Depending on the number of holidays that fall on weekends, the floating holidays may be increased by the Executive Director.

Holidays falling on a Saturday are normally observed on the preceeding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Two days are granted for Christmas and are scheduled based on the day of the week Christmas falls on. You are notified prior to the beginning of each calendar year of the actual dates on which each of these holidays is observed.

In order to be eligible to receive holiday pay, you are required to work your regularly scheduled hours the workweek of the holiday. Straight time will be paid for any hours under 40 hours.

#### **4.9 BEREAVEMENT LEAVE**

A funeral leave of up to 3 days with pay is provided if a death occurs in the immediate family. Immediate family is defined a spouse, child, parent, step-parent, parent-in-law, son-in-law, daughter-in-law, brother, sister, or other close relative living in the employee's household.

For the death of other close relatives, defined as grandparent, grandchild, uncle, aunt, niece, nephew, sister-in-law, or brother-in-law, or for the death of someone living with the employee in a nonfamily relationship (e.g., roommate), one day of funeral leave with pay is provided to attend the funeral. Company time will be granted to attend the funeral of a co-worker.

If additional time off is required, personal leave time may be used with approval of your supervisor or the Executive Director. Time off without pay may be approved if personal leave time is exhausted.

## **5.0 VOTING**

The Alliance strongly encourages our employees to exercise the right and privilege of voting. We generally expect that employees will be able to vote outside normal working hours. If this is impossible, time off to vote is allowed in accordance with New Mexico state law: 2 hours, unless polls are open 2 hours before or 3 hours after workday.

## **5.1 MILITARY LEAVE**

An employee shall be granted military leave in accordance with state and federal law.

## **5.2 JURY DUTY**

Leave with full pay will be granted a regular full-time employee for court legal process including jury duty, response to subpoena or other legal process which requires an absence from duty for other than personal matters.

The employee cannot accept payment from both the Alliance and the court system or legal counsel for time away on court leave. To prevent double payment, the employee shall endorse to the Alliance any check made payable to the employee for participation in the legal process or direct an agency or attorney to make a check payable to the Alliance for the employee's participation.

## **5.3 BENEFITS**

### **SUMMARY OF EMPLOYEE BENEFITS**

The Alliance provides the following benefits to its full-time employees. The Alliance pays 100% of the employee premium and 50% of the dependent premium. Dependent premiums are deducted from employee gross salary on a pretax basis under IRS section 125 guidelines.

<b>Health Insurance</b>	HMO New Mexico \$35 PCP copay; \$50 Specialist copay \$20/\$40/\$60 prescription copay; \$5,000 annual Rx maximum \$3,500 per person out-of-pocket annual maximum Mental Health covered same as any other benefit Full Maternity Benefits Included Wellness Benefits Included Unlimited Lifetime maximum Effective Date: 1 <sup>st</sup> of the month after 30 days of employment
<b>Dental Insurance</b>	Ameritas Life Insurance Company 100% Coverage for Type 1 Preventative Services \$50.00 Calendar Year Deductible for the following: Type 2 Basic Services Type 3 Major Services No Orthodontia Coverage Predetermination for Major Services is preferable Benefits paid at 90% of Usual and Customary levels Maximum Calendar Year Benefit is \$1,500.00 Effective Date: 1 <sup>st</sup> of the month after 30 days of employment
<b>Eye Care Plan</b>	Ameritas Life Insurance Company Coverage for eye exams, lenses, and frames Effective Date: 1 <sup>st</sup> of the month after 30 days of employment
<b>Life Insurance</b>	Standard Insurance Company 1 x Annual Salary Term Life Insurance, medical underwriting required 1 x Annual Salary Accidental Death/Dismemberment, medical underwriting required \$ 2,000.00 Dependent Spouse Life \$ 2,000.00 Dependent Child Life Effective Date: 1 <sup>st</sup> of the month after 30 days of employment

## SUMMARY OF EMPLOYEE BENEFITS (cont.)

<b>Long-Term Disability</b>	Standard Insurance Company 90 Day Waiting Period Benefit Period to Age 65 Benefit Equal to 60% of monthly salary to a maximum of \$6,000.00 per month Effective Date: 1 <sup>st</sup> of the month after 30 days of employment
<b>Flexible Spending Plans</b>	Employee may be reimbursed for medically necessary expenses or child care costs with pre-tax dollars.
<b>Workers Compensation</b>	CNA Insurance Company
<b>Retirement</b>	American Funds Simple IRA Company contributes (matches) up to % of annual compensation Employee contribution required Eligibility Date: After one year of employment
<b>Personal Leave</b>	< One Year of Employment: 13 days annually > One Year of Employment: 18 days annually 5- 7 Years of Employment: 20 days 7-11 Years of Employment: 23 days
<b>Holidays</b>	9 paid holidays annually 1.5 days of floating holiday annually
<b>Sam's Club</b>	Company membership available Employee pays cost
<b>AAA</b>	Discount available
<b>First National Bank</b>	Free checking available

#### **5.4 STATE CONTINUATION OF HEALTHCARE**

Persons who leave employment or lose eligibility may apply for continued private medical coverage, paying the entire cost of the premiums. Details are available from the Executive Director.

#### **5.5 WORKERS' COMPENSATION**

Workers' compensation statutes for the state of New Mexico require that an employee who has suffered a work-related injury or illness notify the employer within 15 calendar days. Notification is necessary to ensure proper medical attention and accurate processing of compensation claims.

