



**COLORADO HOSPITAL ASSOCIATION**

**Employee Handbook**

January 1, 2008

## TABLE OF CONTENTS

About This Handbook.....	1
Mission Statement.....	1
Strategic Imperatives .....	1
Organization Structure.....	2
Employment Guidelines.....	3
Equal Employment Opportunity/Unlawful Harassment .....	3
Sexual Harassment .....	4
Employment Classifications .....	4
Employment of Relatives.....	5
Performance Appraisals .....	5
Attendance and Punctuality .....	5
Dress Code .....	6
Weather-Related Emergencies .....	6
Conflicts of Interest.....	6
Confidential Information .....	7
Separations .....	8
Employee Conduct/Discipline.....	8
Computer, Internet and E-Mail.....	8
Drug Free Workplace.....	9
Non-Smoking Office/Tobacco Free Office and Campus.....	9
Gift Acceptance .....	9
Solicitation.....	9
Safety & Security.....	9
Parking.....	10
Hours of Work .....	10
Payday .....	10
Overtime .....	10
Travel .....	10
Vacation .....	11
Holidays .....	11
Sick Leave .....	12
Group Health, Dental and Vision Insurance.....	12
Section 125 Flexible Spending Plan.....	12
Life, Long Term Disability (LTD) and Accidental Death & Dismemberment (AD&D) Insurance.....	12
Employer Pension Contribution .....	12
Voluntary 401(k) Plan .....	13
Severance and Separation Benefits .....	13

Worker's Compensation .....	13
Jury Duty.....	13
Bereavement Leave .....	14
Leave of Absence.....	14
Medical Leave/Maternity Leave .....	15
Acknowledgement of Receipt .....	16

### **About This Handbook**

This Employee Handbook is not intended to create a contract of employment nor should it be construed to be a contract of employment. Rather, it is simply intended to describe the Colorado Hospital Association's ("CHA") guidelines and procedures. CHA reserves the right to alter or amend the guidelines or procedures contained in this handbook at any time in its sole discretion.

No one other than the President/CEO has the authority to enter into any agreement, oral or written, with any individual, for employment for any specified period of time. Any such agreement with the President/CEO must be an individual agreement in writing and signed by the employee and the President/CEO.

**Furthermore, employment at CHA is a voluntary employment-at-will relationship for no definite period of time. You are free to resign at any time, with or without cause or notice, and your employment and compensation can be terminated, with or without cause or notice, at any time at the option of CHA.**

Unless otherwise stated, the provisions of this Employee Handbook apply to all CHA employees.

### **MISSION STATEMENT**

In serving its member hospitals and health systems, CHA provides advocacy and leadership; fosters communication, collaboration and consensus; provides technical assistance and information about emerging tools and trends to improve patient safety, hospital efficiency and effectiveness.

### **STRATEGIC IMPERATIVES**

The objective of CHA is to identify which services would provide meaningful and valuable benefits to its members; and to select those services which provide a cost-effective benefit to the member. It does this in the following manner:

- Lead Colorado's hospitals in public policy debates on healthcare reform, focusing on coverage and access, quality, performance improvement and patient safety.
- Proactively address healthcare workforce issues to ensure that hospitals have available the high-quality workers required for the excellence the public expects.
- Undertake initiatives to link quality of healthcare with cost in order to yield value to consumers and payers.
- Support hospitals' efforts to be accountable to the public and systematically improve quality and patient safety.

- Educate health care partners on the hospitals' perspective and work with all stakeholders to improve healthcare system performance, patient safety and quality.

### **ORGANIZATION STRUCTURE**

CHA includes the following entities: CHA Shared Services; CHA Financial Advisors, and the Colorado Center for Advancing Patient Safety. The Employee Handbook is a guide for all employees. Each department or entity may have policies and procedures that are different than what is described here. Employees should check with their supervisor for any specific policies and procedures they are required to follow in their department.

## **EMPLOYMENT GUIDELINES**

### **Equal Employment Opportunity/Unlawful Harassment**

CHA affords equal opportunity to all qualified persons and does not discriminate with regard to race, color, creed, religion, age, sex, sexual orientation, national origin, ancestry, disability, veteran status, marital status or any other legally protected status in accordance with applicable local, state, and federal laws. This policy applies to all aspects of the employment experience, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, discharge, training, and all other terms, conditions or privileges of employment.

CHA is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, CHA will not tolerate discrimination or harassment of CHA employees by anyone, including any supervisor, co-worker, vendor, client or other regular visitor of CHA.

Harassment may consist of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, national origin, age, disability, sexual orientation or other legally protected group status. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status. CHA will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Prohibited conduct also includes: (a) epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person or persons because of their protected status.

In an effort to eliminate workplace discrimination, harassment, and retaliation, CHA will utilize an internal investigation process to respond to any such complaints. Anyone who believes he or she is being subjected to discrimination, harassment, or retaliation, or who has witnessed such conduct, must promptly report the conduct as outlined in the following procedure.

- Report any discriminatory, harassing, or retaliatory behavior that you experience or witness to your supervisor.
- If your supervisor is involved, or if you do not feel comfortable talking to your supervisor for any reason, you need not contact him or her, but may instead proceed directly to the President/CEO.

As appropriate under the circumstances, CHA may conduct an investigation. An employee who is found to have engaged in unlawful discrimination, harassment or retaliation will be subject to immediate discipline up to and including termination. Anyone who knowingly fails to report an incident of unlawful discrimination, harassment, or retaliation may be subject to disciplinary action.

Conversely, employees should keep in mind that allegations of unlawful discrimination, harassment or retaliation are potentially very serious to the person charged. While such allegations should be made whenever warranted, they should be made with accuracy and truthfulness.

All reasonable efforts will be made to protect the privacy of the individuals involved in a complaint of unlawful discrimination, harassment, or retaliation. In many cases, however, CHA's duty to investigate and remedy unlawful discrimination, harassment and retaliation makes absolute confidentiality impossible. CHA will try to limit the sharing of confidential information with employees on a "need-to-know" basis. Employees who assist in an investigation are expected to maintain the confidentiality of all information they learn of or provide. Employees who improperly disclose information related to an investigation may be subject to discipline.

CHA expressly prohibits retaliation of any kind against anyone for reporting harassment or discrimination. Any such retaliation will not be tolerated and will result in discipline up to and including termination.

### **Sexual Harassment**

Sexual harassment is not tolerated by CHA. Sexual harassment may include: unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may occur whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," obscene or sexual printed or visual material, and physical contact such as patting, pinching, blocking a person's movement, or brushing against another person's body.

Any employees who witness or experience sexual harassment are required to report it under the reporting policy set forth in the previous section.

### **Employment Classifications**

For purposes of salary administration and eligibility for overtime payments and employee benefits, CHA classifies its employees as follows:

**Regular Full-Time:** Employees hired to work at least 40 hours per week on a regular basis.

**Temporary:** Any employee, who is hired to work on a specific project or for a period of time such as during a particularly busy period, or for the summer, is classified as temporary. Work hours may vary widely from week to week

depending on the needs of CHA at the time. Temporary employees are not eligible for benefits.

Depending on your position, you are classified as either Exempt or Non-Exempt.

**Exempt.** If you are classified as exempt you are not eligible for overtime pay.

**Non-Exempt.** If you are classified as non-exempt, you are eligible for overtime pay at one and one-half your regular rate of pay for all hours worked in excess of 40 hours per workweek or 12 hours per day.

### **Performance Appraisals**

The purpose of the performance appraisal process is to provide employees with the opportunity to openly discuss with management how you can use their talents and abilities to the fullest and help CHA reach its goals. You and your supervisor may review your past accomplishments, analyze your current performance, and plan for performance strengthening and career goals.

The performance appraisal is a continuous process at CHA and may be conducted on a regular basis. Interim appraisals may be conducted at any time to assess an employee's performance. In most cases, performance appraisals may be conducted by your supervisor during the first 90 days of employment, and thereafter, in November.

### **Attendance and Punctuality**

CHA's success in large part depends on the regular attendance of all employees. Each job is important and we need you to be reliable and punctual in reporting for scheduled work.

Unscheduled absenteeism and tardiness, whatever the cause, is disruptive and places an unfair burden on your colleagues and our members. It also makes it difficult to operate efficiently and that affects the successful execution of our mission. Excessive absences (beyond planned and pre-approved time-off) and tardiness may result in corrective action up to and including termination.

Employees must notify their supervisor in advance, whenever possible, of any anticipated absence or lateness. When prior notification is not possible, employees should call the immediate supervisor or another supervisor (only if the immediate supervisor is not available) as soon as possible. When providing notification, the employee is expected to give the reason and the estimated length of the absence. CHA has the right to require employees to submit a doctor's note to verify claims of illness for an absence. A doctor's note may be required for absences of three days or longer.



### **Dress Code**

A dress, grooming and personal cleanliness standard contributes to the professionalism, morale and safety of all employees and affects the image presented to visitors and members of CHA. A CHA policy has been established to specify standards of appearance so that employees may know what is expected of them while working for CHA. Neatness, safety and appropriateness of appearance are key factors. A good impression is of significant concern, regardless of department or job assignment, as each member of the CHA staff is a reflection of our corporate image. For this reason, items of dress, accessory, or grooming choice that might be considered offensive, distracting, dangerous, or otherwise not in the best interest of CHA will not be permitted. Employee dress, while they are actually working or otherwise representing CHA, must conform to overall policy and departmental requirements, and professionally accepted standards. Departmental standards that conflict with the policy or temporary event-oriented departures (i.e. a Halloween costume day) must be approved in advance by management. Appropriate dress and grooming is a condition of continued employment and violation is considered cause for disciplinary action.

### **Weather-Related Emergencies**

In the event of a severe snowstorm, ice storm, tornado, earthquake, flood or other weather-related emergency, every effort will be made to open the facility on time or as soon as it is safe to do so. Employees are encouraged to anticipate bad weather, use good judgment and allow extra time to get to work at their regularly scheduled time. If an employee cannot make it to work at all because of weather-related conditions, he/she is expected to notify his/her supervisor as soon as possible.

In the event CHA offices are closed, or on a delayed opening schedule, due to inclement weather, employees will be paid for the day as originally scheduled. Any employee with a previously scheduled absence will be paid for the day as originally scheduled. On days of severe inclement weather, employees can check by calling their immediate supervisor in the early morning to obtain information about office closure.

### **Conflicts of Interest**

It is important to CHA that all of our employees observe high ethical standards and treat our clients, co-workers, or others and CHA fairly. Personal or financial relationships with clients must not interfere with the best interests of CHA. Similarly, personal relationships between employees within the same department will not be allowed to create the appearance of favoritism or otherwise affect the workplace. Typical examples of situations that are, or may become, conflicts of interest include:

- Accepting gifts or anything of value from clients or vendors
- Conducting business with family members, clients or vendors

- Receiving purchase inducements from vendors that personally benefit you directly or indirectly or are unauthorized or questionable in nature

Immediately notify your supervisor or the President/CEO if these or similar situations happen in the course of your employment at CHA. Each situation will be reviewed on its own merit and you will be notified of the decision made or action taken. Failure to report a real or potential conflict of interest is a serious matter and may result in disciplinary action up to and including discharge and legal action.

### **Confidential Information**

Many of our employees need access to confidential CHA and client information and records in order to do their jobs. While an open climate of information sharing is most often desirable, you must safeguard the security of information that could be detrimental to CHA or our clients, or be advantageous to a competitor. You may not retain or use any such information during or after employment, for any purpose. Such information includes, but is not limited to, the following:

- Organization manuals
- Mailing lists
- Employee-related data
- Electronic data (files and programs)
- Pending projects or proposals
- Proprietary information
- Correspondence
- Information on clients
- Computer printouts
- Financial reports or data
- Business methods and procedures
- Trade Secrets, ideas and processes

Our Confidentiality Policy also includes any other information that a prudent person could reasonably believe to be confidential. Any employee who discloses trade secrets or confidential business information will be subject to corrective action up to and including termination and legal action. Additionally, upon cessation of employment with CHA you agree to deliver to CHA any and all notes, memoranda and documents, together with all copies thereof, and any other material containing or disclosing proprietary or confidential information.

### **Separations**

If employees wish to voluntarily terminate their employment with CHA, they may do so by written notification to their supervisor. CHA requests but does not require, notification at least two weeks prior to the date of termination. For employees who have worked six months or more for CHA, accrued unused vacation days will be paid in the final paycheck.

Upon terminating employment with CHA, the employee must turn in all CHA property, including but not limited to keys, ID cards, computer equipment, cell phones, and other CHA-related documents that are either paper or electronic. An exit interview may also be conducted prior to your last day of work.

### **Employee Conduct/Discipline**

As an employee of CHA, you are required to adhere to certain rules of conduct necessary for CHA's operations. As in any organization, a code of conduct is

necessary to establish and maintain a productive and respectful working atmosphere. Any employee conduct, which CHA determines interferes with the effective operation of CHA's business, is prohibited. CHA may impose disciplinary action in those instances where management decides it is appropriate. Disciplinary actions may include, but are not limited to, oral warnings, written warnings, suspension and termination. CHA retains the right to determine what discipline will be imposed in each individual situation.

### **Computer, Internet and E-mail**

CHA provides Internet access to employees for the benefit of CHA and our clients. Every employee has the responsibility to maintain and enhance CHA's public image and to use the Internet in a professional and productive manner.

CHA encourages the use of computers by our employees in their daily business and communications. All computer hardware and software provided by CHA and any documentation produced by, scanned into, or stored in such hardware and/or software is CHA property. All messages sent over the e-mail system are CHA records. It is a criminal offense to copy or send any software that is protected by copyright.

CHA reserves the right to log, access and monitor all Internet sites accessed or visited as deemed necessary and appropriate. Employees should use the e-mail system primarily for business purposes. Because an e-mail message may be disclosed to, or read by, individuals other than the intended recipient, e-mail should not be used to communicate sensitive or confidential information.

There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, color, creed, religion, age, sex, sexual orientation, national origin, ancestry, disability, veteran status, marital status or any other legally protected status in accordance with applicable local, state, and federal laws. No e-mail messages that could be viewed as harassing or otherwise inappropriate are permitted. CHA reserves the right to monitor the use of computer e-mail systems and Internet usage to ensure compliance with this policy.

CHA reserves the right to review, audit, intercept, access, and disclose all messages created, received, or sent over the e-mail system for any purpose, without notice or reason. With this stated, employees should understand that any e-mails sent or received on CHA's systems are not private.

Violation of any guidelines listed above may result in corrective action up to and including termination. If necessary, CHA may advise appropriate legal officials of any illegal violations. If you have any questions regarding the appropriate use of CHA's Internet or e-mail systems, please contact your supervisor.

**Drug Free Workplace**

CHA wishes to ensure a drug-free workplace. Employees are expected to report to work fit for duty, and free from the influences of illegal drugs and/or alcohol. Any employee found to be violation of this policy is subject to suspension or disciplinary action up to and including dismissal. "For cause" employee drug testing will be handled in a confidential manner and chain of custody procedures will be strictly followed.

**Non-Smoking/Tobacco Free Office and Campus**

CHA has designated its property i.e., offices, conference center, lunchrooms, restrooms, and adjacent areas as being strictly non-smoking and tobacco free areas. No employee shall be allowed to use tobacco products or smoke during regular working hours or non-working hours when on CHA property. Violation of this policy will lead to disciplinary action up to and including discharge.

**Gift Acceptance**

Acceptance by the employee, or any member of the employee's immediate family, from any outside concern of gifts of merchandise, of more than \$50.00, cash or gift certificates of any amount, loans, excessive entertainment or other substantial favors is prohibited.

**Solicitation**

Solicitation, distribution of literature or sales of products unrelated to CHA business on CHA property by employees or non-employees is prohibited.

**Safety & Security**

We are all responsible for safety. Be on the alert for carelessly placed equipment and other such hazards. CHA employees are expected to read the bulletins posted on the bulletin board in the lunch room that refers to the Occupational Safety and Health Act.

All employees are responsible for the protection of CHA's premises, equipment, files, and supplies. Keys to the office are not to be duplicated, or given to individuals not employed by CHA without proper authorization. Any employee who has reason to believe that security is in question shall be expected to take reasonable action to maintain security and shall report the incident to their supervisor.

**Parking**

CHA has specific parking areas where all employees are expected to park. These are at the west and east sides of the building. Any other parking around the office can only be to load or unload cars or if the employee is not expecting to be in the building longer than thirty (30) minutes.

**Hours of Work**

CHA's Office Hours are 8:00 a.m. to 5:00p.m., Monday through Friday. Non-exempt employees are scheduled to work 7-1/2 hours per day with their schedule based on client needs as determined by their supervisor in consultation with the President/CEO. Exempt employees work the hours necessary to get the job done.

An 8 hour day, 5 days per week is the normal work week. Work schedules for exempt employees shall be established by the supervisor in consultation with the President/CEO. Exempt employees may be asked to alter work schedules to meet client needs.

Lunch periods of one hour are not considered hours worked and are not paid time. Time for each employee's lunch period will be scheduled by his/her supervisor. Breaks are to be given to each employee during his/her regular work day. Such breaks are not to exceed 15 minutes in the morning and 15 minutes in the afternoon.

The regularly scheduled work week for all non-exempt employees is 40 hours. This is based on a five day work week of 8 hours per day. Time and one-half pay for time worked is paid after a non-exempt employee has worked greater than 40 hours in the regularly scheduled work week.

### **Payday**

All CHA employees will be paid bi-weekly, 26 times a year. Because of the need to process overtime data, payment for overtime will be included in the next pay period.

### **Overtime**

Any use of overtime must be pre-approved by the employee's supervisor.

### **Travel**

CHA reimburses employees for all reasonable expenses associated with company related travel. The following specifics apply:

Attendance at any out of town seminar or meeting must have prior approval by a Vice President or the President/CEO. All commercial airline travel is by coach or economy fare. All expenses for travel by employee-owned automobiles are reimbursable at the approved Internal Revenue Service rate. (Note: employees should explore the most economical means to travel including renting a car.) Reimbursement will not exceed air coach travel costs on a per person basis. All expenses must be submitted on a Time and Expense Report within fifteen days (15) from the end of the month in which the expenses were incurred. Receipts should be submitted for all expenses, including but not limited to receipts for hotel, air, rail, bus, car rental, parking, tolls, and meals for others. Reasonable travel advances will be made with prior approval of the President/CEO if the employee is expected to incur travel expenses over \$500.00.

### **Meal Expenses**

Reasonable meal expenses will be paid for all CHA employees (exempt and non-exempt) who are required to attend out of town meetings on behalf on CHA.

Meal allowances should be included on an expense report and be submitted with a receipt.

### Travel Time

Except for travel between home and work, non-exempt employees are paid for travel time occurring outside the standard forty-hour work week, and are considered to be at work while traveling.

### **Vacation**

From the date of hire a full-time employee will start accruing vacation time. However, accrued time is not available to be taken as paid vacation time during the first six months of employment. Employees who leave prior to reaching their six month anniversary date will not receive any paid vacation time regardless of the reason for separation.

Employees are encouraged to use their accrued vacation time during the 12 months immediately after the time it has accrued. Employees may carry over to the next calendar year accrued unused vacation time equal to the number of vacation days accrued during that calendar year.

Directors accrue paid vacation time at the rate of 1.25 days per month (15 work days per year) from the date of hire. Vice Presidents accrue paid vacation time at a rate of 1.66 days per month (20 days per year). Administrative Assistants accrue vacation time at the rate of 0.83 days per month (10 work days per year). After completion of three years of service Administrative Assistants shall be eligible for 15 vacation days per year. A holiday falling during an employee's scheduled vacation will not be recorded as a vacation day used.

### **Holidays**

CHA grants paid holidays to all eligible employees from the first day of regular full-time employment. The holidays are:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day
8. Birthday (floating holiday)

### **Sick Leave**

Paid sick leave time accrues from the date of the employee's first day on the job at a rate of one day per month per full-time employee. Although paid sick leave accrues from the first day on the job, the employee is not eligible for paid sick leave until completion of 90 days continuous full-time employment. Paid sick time may be accumulated to a maximum of 90 work days. If Workers' Compensation or any other program in which the CHA participates pays the employee his/her full salary during an absence, then sick leave is not to be charged to the employee. However,

if other compensation programs pay only a portion of the employee's regular rate of pay, then that portion of the paid sick leave accumulation available may be used to make up the difference. When all accumulated paid sick leave has been used and the employee continues on sick leave, it will be without pay.

To be eligible to use accrued sick leave, the employee must notify his/her supervisor prior to the start of the work day but no later than 15 minutes after his/her assigned work day is to commence. An exception to this policy may be when the supervisor determines the nature of the cause for the absence was such that the employee could not have been expected to notify him or her as required. The employee will be required to notify his/her supervisor during each day of illness unless previous arrangements have been made with his/her supervisor. Illness of others, such as children, spouse and other members of an immediate family causing the employee to be absent may be used as paid sick leave if pre-approved by the employee's supervisor.

### **Group Health, Dental and Vision Insurance**

CHA participates with its employees in a group health insurance program. The amount CHA will pay in assisting the employee on group health, dental and vision insurance will be evaluated each year with the final dollar amount to be determined by the President/CEO. To be eligible for participation in the group health insurance program, an employee must be a regularly scheduled full-time employee and meet the requirements as established by the Plans.

### **Section 125 Flexible Spending Plan**

The CHA Section 125 Flexible Spending Plan allows employees to reduce their taxable income; reduce State, Federal and FICA taxes; and pay for health insurance premiums, unreimbursed medical expenses and dependent child care expenses with pre-tax dollars. Employees must enroll upon hire or during open enrollment each year, and elect to redirect a portion of their salary to the Flexible Spending Plan. This money is 'banked' in a tax free account, and employees apply to reimburse themselves from this account when they spend money out-of-pocket on medical expenses, health care premiums, and/or dependent child care.

### **Life, Long Term Disability (LTD) and Accidental Death & Dismemberment (AD&D) Insurance**

CHA provides all full time employees with life insurance, long term disability and Accidental Death & Dismemberment (AD&D) insurance at no cost to the employee. All risk insurance for life and dismemberment is provided to all exempt employees. The protection is 24 hour protection and the loss of life or limb does not have to be associated with work related activities. Employees are covered at the beginning of the month following 30 days of employment. Coverage expires at the time of the employee's termination of employment (last day worked).

### **Employer Pension Contribution**

CHA provides an Employer Pension Contribution. The contribution formula is 6.9% of the first \$9,999 and 12.6% for the excess. Contributions are made on employee's base pay. No contributions will be made on bonus, overtime,

commissions, awards, vacation pay, or any other pay that is in excess of the employee's base pay. Eligibility for participation begins the first of the month after completion of two full-time years of service, and the employee is 100% vested at two (2) years of full-time service. The funding of the plan is provided by the CHA with no contribution from the employee.

### **Voluntary 401 (k) Plan**

Employees of CHA may participate in the Association's 401(k) Deferred Compensation Plan after 90 days of employment. Under the Plan, eligible employees may elect to set aside a portion of their salary so that it receives pre-tax treatment and is invested by the Plan on behalf of the employee. Certain restrictions are placed on this program as to total dollar amounts that can be set aside annually and when the invested funds are available to the employee.

### **Severance and Separation Benefits Policy**

CHA does not have a pre-determined, specific or standard severance or separation plan for its employees. To the extent that severance or separation benefits, if any, are offered to any employee, the terms of such an offer will be determined on a case by case basis in the sole and absolute discretion of the President/CEO. The fact that severance or separation benefits have been, or may in the future be, offered to any employee does not create any general right whatsoever to such benefits for other employees. CHA specifically reserves its right to offer some or no separation or severance benefits to any employee as it deems appropriate.

### **Workers' Compensation**

All CHA employees are covered by the Workers' Compensation laws of the State of Colorado. To be properly protected, all accidents or injuries on the job must be reported to the supervisor as soon as possible, and not later than 24 hours after the accident. Failure to report and to complete an accident report could cause a claim not to be paid.

### **Jury Duty**

Employees will be paid their regular pay for any period served as a jurist. Employees who are summoned for jury duty must:

1. Notify their supervisor upon receipt of summons;
2. Give their supervisor the check received from the court and endorse it to CHA. Your jury duty check will be deposited in CHA's account and you will be paid your regular rate of pay for your regularly scheduled work hours. Jury payment for mileage for use of your auto will not be used to offset salary payment from CHA.

Full-time employees are eligible for jury duty benefits. It is expected that all employees summoned for jury duty, when not actually serving on a jury or required



by the court to be in attendance, will make every effort to fulfill their obligation to CHA and report to their regularly scheduled work assignment.

### **Bereavement Leave**

In the event of the death of an immediate member of the family (mother (in-law), father (in-law), spouse, son, daughter, sister, brother, grandmother or grandfather) requests for excused absences will be made to the supervisor at the time of death. All full-time employees and regularly scheduled part-time employees will be excused without loss of pay for up to four days to attend the funeral. If additional days, without pay, are needed the employee should make appropriate arrangements with his/her supervisor. Should the employee have accrued vacation time available, at the time additional days are requested, the accrued vacation days may be used.

### **Leave of Absence**

Only a full-time employee who has as least one year's continuous service immediately preceding the request may ask for a leave of absence. The request must be in writing and include the reason, the time the leave would start, and the date the employee would be available to return to work. When you are again available to return to work, an effort will be made to return you to your former position, or to a like position, but this can not be guaranteed.

All such requests should be submitted to the supervisor, who must then obtain approval from the President/CEO before such request is officially approved. Leaves may be granted for, but not necessarily limited to, the following reasons:

- 1) A personal matter of extreme urgency, such as serious illness or death of an immediate member of your family. (See "Bereavement Leave")
- 2) Further education or training that would benefit CHA as well as the employee.
- 3) The employee's own health. CHA requires a doctor's verification in such cases.
- 4) Military

Leaves of absence other than military leaves may be granted for periods of up to 4 weeks with a maximum of one 4 week extension. All military leaves will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

During a leave of absence there is no accumulation of employee sick and vacation benefits. CHA does not contribute toward payment of health insurance benefits while the employee is on leave. CHA pays the full premium for life, LTD, and all risk coverage for qualified employees during a leave not to exceed the maximum four week extension.

While on leave (for up to 8 weeks), the employee may continue his/her health insurance coverage provided arrangements have been made to reimburse CHA, in advance, on a monthly basis, for all premiums.

### **Medical Leave-Maternity Leave**

Maternity leave requests are handled in the same manner as all other medical leave requests. Pregnant employees are treated the same as other employees on the basis of ability or inability to perform work assignments. Thus, sick leave and disability benefits are paid when the employee is medically unable to work.

A written request for maternity leave must be made by the employee. It is presumed the employee will be able to work up to the date of delivery unless written medical evidence is presented to the employee's supervisor, by a medical doctor, indicating that some specific date prior to the anticipated delivery date is a more medically appropriate date for the maternity leave to commence. Accumulated sick leave time, after 90 days of employment, may be used for that period (prior to delivery) if a medical doctor's certification has stated it is necessary for the health of the employee to be relieved from work. During the four week maternity leave period up to 20 days accumulated unused sick days and all vacation days may be used. If no accumulated paid time is available the employee will be considered on an unpaid maternity leave. The maternity leave of absence shall begin at the date of delivery and expire four weeks after the date of delivery, unless a medical doctor's written certification is presented to the employee's supervisor stating the employee's health dictates that a period other than four weeks from the date of delivery is required. Such written certification shall be presented to the supervisor prior to the end of the four weeks leave.

If the employee wishes to extend the leave period beyond the four weeks from date of delivery for other than the employee's personal medical needs, the employee should follow CHA's "Leave of Absence" procedure described above. An employee returning from a four week maternity leave will be returned to the job assignment she held at the time of her maternity leave. As in the case of all sick leaves, paid or unpaid, CHA has the right to obtain, at its expense, a second opinion as to the medical condition of the employee. When such a second opinion is called for, CHA reserves the right to direct the employee to a physician selected by the employer.

## **Acknowledgement of Receipt**

I acknowledge having received a copy of the CHA Employee Handbook and I agree to become familiar with its contents. I understand that neither this handbook, nor any other CHA policy, practice, or procedure, is intended to provide any contractual obligations relating to continued employment, compensation or employment in a particular position, and should in no way be construed as creating any sort of employment contract. I further understand that I am employed at the will of CHA, meaning that my employment may be terminated by CHA or by me at any time, with or without cause or notice. I also understand that all of the policies, rules, benefit programs and regulations in the handbook may be changed at any time at the sole discretion of CHA with or without prior notice to employees. I hereby agree that any money owed by me to CHA at the time my employment terminates may be deducted from my final paycheck.

Date \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name