

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

JEANNE RHOADES,)	
)	
On behalf of herself and all others)	
similarly situated,)	
)	
Plaintiffs,)	
v.)	Cause No.
)	Division
)	
BJC HEALTH SYSTEM dba BJC Healthcare)	
)	
And)	
)	
MISSOURI BAPTIST MEDICAL CENTER)	
)	
And)	
)	
BARNES-JEWISH HOSPITAL)	
)	
And)	
)	
ST. LOUIS CHILDREN'S HOSPITAL)	
)	
And)	
)	
CHRISTIAN HOSPITAL NORTHEAST-)	
NORTHWEST)	
Dbas Christian Hospital)	
)	
And)	
)	
CH ALLIED SERVICES, INC.)	
Dbas Boone Hospital Center)	
)	
Defendants.)	
)	
SERVE ALL DEFENDANTS:)	
)	
c/o CSC -Lawyers Incorporating Service Co)	
221 Bolivar Street)	
Jefferson City, MO 65101)	

CLASS ACTION PETITION FOR BREACH OF CONTRACT

Comes Now Plaintiff Jeanne Rhoades (herein "Rhoades"), on behalf of herself and all others similarly situated (collectively herein "Plaintiffs"), and for their Class Action Petition for Breach of Contract state as follows:

1. Jeanne Rhoades is a resident and citizen of St. Louis County, Missouri.
2. BJC Health System (herein "BJC Healthcare") is a nonprofit corporation organized and existing pursuant to Missouri law doing business under the name BJC Healthcare, with its registered office in Cole County, Missouri and a place of business in the City of St. Louis, Missouri.
3. Missouri Baptist Medical Center (herein "MoBap") is a nonprofit corporation organized and existing pursuant to Missouri law, with its registered office in Cole County and place of business in St. Louis County, Missouri.
4. Barnes-Jewish Hospital (herein "Barnes") is a nonprofit corporation organized and existing pursuant to Missouri law, with its registered office in Cole County and place of business in the City of St. Louis, Missouri.
5. St. Louis Children's Hospital (herein "Children's") is a nonprofit corporation organized and existing pursuant to Missouri law, with its registered office in Cole County and place of business in the City of St. Louis, Missouri.
6. Christian Hospital Northeast-Northwest (herein "Christian") is a nonprofit corporation organized and existing pursuant to Missouri law doing business as Christian Hospital, with its registered office in Cole County and place of business in St. Louis County, Missouri.

7. CH Allied Services Inc. is a nonprofit corporation organized and existing pursuant to Missouri law doing business as Boone Hospital Center (herein Boone), with registered office in Cole County and place of business in Boone County, Missouri.

8. BJC Healthcare is the parent company of the other defendants and serves as agent for and of the other defendants, among other things administering on a collective basis personnel matters including but not limited to payroll, compensation and benefits, and establishing and implementing personnel policies and manuals.

9. Rhoades is employed by Defendant MoBap as an "exempt employee", meaning she is not subject to mandatory overtime pay requirements under federal and state labor standards, and she has been so employed by MoBap in excess of ten years. Rhoades works as a perfusionist on the MoBap cardiac surgery team of employees.

10. For at least the last 10 years, through the date of filing of this Petition, defendants' personnel policies applicable to their employees have provided that exempt employees such as Rhoades are to be paid "on-call pay", which the policies define as "compensation paid to eligible employees who are not working but who are waiting to be engaged to work." For at least the last 10 years, through the date of filing of this Petition, defendants' applicable on-call pay rate has been \$2.50 per hour of time "on-call". A copy of defendants' current "On-Call Pay Policy" is attached hereto as **Exhibit A** and incorporated herein by this reference.

11. During the past ten years, Rhoades and other class members have regularly been scheduled on-call by defendants and been eligible for on-call pay pursuant to defendants' "On-Call Pay Policy", but have not received such pay or the corresponding contributions or credits to their retirement plan benefits, except for sporadic payments since May 1, 2017.

12. For at least the last 10 years, through the date of filing of this Petition, defendants' personnel policies have provided that exempt employees such as Rhoades who are on-call are to receive "call-back pay" as premium pay when called back to work during an on-call shift. The applicable rate of call-back pay for exempt employees under defendants' policies is to be equivalent to a 50% premium above the employee's normal base salary pay rate, with a minimum of two hours call-back pay plus travel pay for 30 minutes at the same base salary pay rate. A copy of defendants' current "Call-Back Pay Policy" is attached hereto as **Exhibit B** and incorporated herein by this reference. Boone employees are not entitled to travel pay under the policy.

13. During the past ten years, Rhoades and other class members have regularly been called back to work while on-call and have therefore been eligible for call-back pay pursuant to defendants' "Call-back Pay Policy", but have not received such pay or the corresponding contributions or credits to their retirement plan benefits, except for occasional misapplication of lower "voucher pay" (contrary to the policies described herein) or lower straight pay, and sporadic call-back payments since May 1, 2017.

14. For at least the last 10 years, through the date of filing of this Petition, defendants' personnel policies have provided that exempt employees such as Rhoades are to receive additional "voucher pay" for performing duties outside their job to cover a shift in a direct patient care role, at a pay rate equivalent to their base rate of pay, with a four-hour minimum. A copy of defendants' current "Voucher Pay Policy" is attached hereto as **Exhibit C** and incorporated herein by this reference.

15. During the past ten years, Rhoades and other class members have worked so as to be eligible for voucher pay pursuant to defendants' "Voucher Pay Policy" but have not received such pay or the corresponding contributions or credits to their retirement plan benefits.

16. For at least the last 10 years, through the date of filing of this Petition, defendants' personnel policies have provided that exempt employees such as Rhoades are to accrue "paid time off" (also referred to as "earned time off") for all paid hours, and for scheduled hours cancelled due to low census or lack of work, up to 2,080 hours per year. The policies allow for use of such "paid time off" for a variety of reasons and require pay in lieu of accrued "paid time off" upon termination of employment for eligible employees (and for any terminated employees who are or have been reinstated, accruals upon rehire). A copy of defendants' current "Paid Time Off Policy" is attached hereto as **Exhibit D** and incorporated herein by this reference.

17. During the past ten years, Rhoades and other class members have accrued "paid time off" pursuant to defendants' "Paid Time Off Policy" but defendants have improperly taken accrued "paid time off" away from Rhoades and other class members when they worked and/or were on-call on the holidays recognized by defendants, thereby depriving Rhoades and other class members of paid time off and the corresponding contributions or credits to their retirement plan benefits, contrary to defendants' policies as described herein.

18. Defendants' Wage and Hour Policy confirms the entitlement of exempt employees such as Rhoades and other class members to On-Call Pay, Call-Back Pay, Voucher Pay, and Paid Time Off. This part of defendants' policies also provides that defendants will strictly enforce their wage and hour policies, and prohibits retaliation against any employee who reports any deviations from the policies. A copy of defendants' current "Wage and Hour Policy" is attached hereto as **Exhibit E** and incorporated herein by this reference.

19. Defendants' Corporate Compliance Policy requires management to assist employees in receiving the full benefit of all of defendants' policies and prohibits retaliation. A copy of defendants' current "Corporate Compliance Policy" is attached hereto as **Exhibit F** and incorporated herein by this reference.

20. In violation of defendants' policies, which have been made under Missouri law, defendants' management has: (1) consistently and erroneously informed exempt employees, including Rhoades, that they are not entitled to on-call pay, call-back pay, and voucher pay; (2) refused to provide such pay to Rhoades and other class members; (3) taken away accrued paid time off from Rhoades and other class members; and (4) threatened retaliation when class members, including Rhoades, called attention to the violations of defendants' policies.

CLASS ACTION ALLEGATIONS

21. This action is brought by Rhoades pursuant to Missouri Supreme Court Rule 52.08 on her own behalf and on behalf of all other similarly situated exempt employees of defendants, to wit: all such employees who are or have been part of defendants' cardiac surgery teams at any time during the ten-year period preceding the filing of this Petition. Rhoades and the other members of the class have been deprived by defendants of amounts due to them under defendants' policies for on-call pay, call-back pay, voucher pay, and paid time off during the period of ten years preceding the filing of this Petition and are continuing to be so deprived and will suffer continuing and irreparable harm from defendants' ongoing violations of their policies absent relief hereunder.

22. On information and belief, the proposed class includes more than 50 but less than 100 of defendants' current and former exempt employees, more than two-thirds of are citizens of Missouri. The class is so numerous that joinder of all members is impracticable.

23. The claims asserted by Rhoades on behalf of herself and members of the class asserted in this Petition present questions of law or fact common to the class, including, among other things, the scope and applicability of defendants' policies referenced herein and the entitlement to benefits thereunder by members of the class.

24. The claims asserted by Rhoades on her own behalf are typical of the claims of the class members in that defendants' policies on their face apply uniformly to Rhoades and other class members.

25. Rhoades will fairly and adequately protect the interests of class members, which are similar to her own interests. Plaintiff has no interests antagonistic to the interests of other class members, nor any unique claims that might undermine efficient resolution of the claims of the class. Rhoades understands the nature of the claims presented herein, has no disqualifying interests, and will vigorously represent the interests of the class. Rhoades has retained competent counsel to prosecute this matter.

26. The prosecution of separate actions by individual members of the class would create a risk of: a) inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible requirements for defendants; and b) adjudications with respect to individual members of the class that would, as a practical matter, be dispositive of the interests of other members not parties to such adjudications or would substantially impair or impede their ability to protect their interests.

27. Defendants have acted or failed and refused to act on grounds generally applicable to the class, thereby making appropriate injunctive relief and/or corresponding declaratory and other relief with respect to the class as a whole. Defendants maintain that the clear provisions of their policies do not apply to class members, in that they have failed and refused to pay class members on-call pay, call-back pay and voucher pay, and taken away accrued paid time off.

28. Questions of law or fact common to class members regarding the applicability, scope and breaches of defendants' policies predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Due to the ongoing and persistent nature of defendants' policy violations, Plaintiffs have no adequate remedy at law without receipt of the relief sought herein.

29. Fear of retaliation and the costs of individual litigation further make a class action superior to requiring each such member to pursue their own claims separately. The amount owed by defendants to the class as described herein exceeds \$25,000 but is less than \$5,000,000 exclusive of interest and costs.

COUNT I - ON-CALL PAY

30. Plaintiffs incorporate by this reference the averments of paragraphs 1-29 of this Petition as if restated herein.

31. Plaintiffs are entitled to on-call pay for all on-call shifts worked during the ten year period preceding the filing of this Petition, with the damages for each class member to be established by an appropriate claim process or other manner of proof.

32. Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiffs for such on-call shifts, thereby causing Plaintiffs damages.

33. The Court should resolve this controversy by declaring Plaintiffs' rights to on-call pay under defendants' policies, awarding Plaintiffs' the amounts owed to them pursuant to such policies, including the corresponding contributions to Plaintiffs' retirement plan accounts, and preliminarily and permanently enjoining defendants from violating such policies.

34. The Court should also award Plaintiffs' their attorney fees incurred hereunder based on the amounts recovered hereunder due to the mutual and common benefit to be realized hereunder by Plaintiffs, and pre-judgment and post-judgment interest in accordance with Missouri law.

WHEREFORE, Plaintiffs seek certification of the class and this class action for unpaid on-call pay, judgment against defendants for all sums due and owing for on-call pay pursuant to defendant's aforesaid policies and related retirement plan benefits, and declaratory, injunctive and other relief as described above including the award of attorney's fees, an award of their costs herein incurred, pre-judgment and post-judgment interest in accordance with Missouri law, and such other relief as the Court deems meet and proper.

COUNT II- CALL-BACK PAY

35. Plaintiffs incorporate by this reference the averments of paragraphs 1-29 of this Petition as if restated herein.

36. Plaintiffs are entitled to call-back pay for all work when called-back during on-call shifts worked during the ten year period preceding the filing of this Petition, including for minimum time periods and associated travel pay as specified in defendants' policies, with the

damages for each class member to be established by an appropriate claim process or other manner of proof.

37. Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiffs for call-back, thereby causing Plaintiffs damages.

38. The Court should resolve this controversy by declaring Plaintiffs' rights to call-back pay under defendants' policies, awarding Plaintiffs' the amounts owed to them pursuant to such policies including the corresponding contributions to Plaintiffs' retirement plan accounts, and preliminarily and permanently enjoining defendants from violating such policies.

39. The Court should also award Plaintiffs' their attorney fees incurred hereunder based on the amounts recovered hereunder due to the mutual and common benefit to be realized hereunder by Plaintiffs, and pre-judgment and post-judgment interest in accordance with Missouri law.

WHEREFORE, Plaintiffs seek certification of the class and this class action for unpaid call-back pay, judgment against defendants for all sums due and owing for call-back pay pursuant to defendant's aforesaid policies and related retirement plan benefits, and declaratory, injunctive and other relief as described above including the award of attorney's fees, an award of their costs herein incurred, pre-judgment and post-judgment interest in accordance with Missouri law, and such other relief as the Court deems meet and proper.

COUNT III -VOUCHER PAY

40. Plaintiffs incorporate by this reference the averments of paragraphs 1-29 of this Petition as if restated herein.

41. Plaintiffs are entitled to voucher pay for all eligible work, as provided in defendants' voucher pay policy, performed during the ten year period preceding the filing of this Petition, including for minimum time periods as specified in defendants' policy, with the damages for each class member to be established by an appropriate claim process or other manner of proof.

42. Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiffs for such voucher pay, thereby causing Plaintiffs damages.

43. The Court should resolve this controversy by declaring Plaintiffs' rights to voucher pay under defendants' policies, awarding Plaintiffs' the amounts owed to them pursuant to such policies including the corresponding contributions to Plaintiffs' retirement plan accounts, and preliminarily and permanently enjoining defendants from violating such policies.

44. The Court should also award Plaintiffs' their attorney fees incurred hereunder based on the amounts recovered hereunder due to the mutual and common benefit to be realized hereunder by Plaintiffs, and pre-judgment and post-judgment interest in accordance with Missouri law.

WHEREFORE, Plaintiffs seek certification of the class and this class action for unpaid voucher pay, judgment against defendants for all sums due and owing for voucher pay pursuant to defendant's aforesaid policies and related retirement plan benefits, and declaratory, injunctive and other relief as described above including the award of attorney's fees, an award of their costs herein incurred, pre-judgment and post-judgment interest in accordance with Missouri law, and such other relief as the Court deems meet and proper.

COUNT IV - PAID TIME OFF

45. Plaintiffs incorporate by this reference the averments of paragraphs 1-29 of this Petition as if restated herein.

46. Plaintiffs are entitled to restoration of all accrued paid time off taken away from them by defendants in violation of defendants' policies during the ten year period preceding the filing of this Petition, or for those Plaintiffs who have left employment with defendants the equivalent final pay due them under such policies, with the damages for each class member to be established by an appropriate claim process or other manner of proof.

47. Defendants have taken accrued paid time off away from Plaintiffs in violation of defendants' policies, and intend to continue to do so, thereby causing Plaintiffs damages.

48. The Court should resolve this controversy by declaring Plaintiffs' rights to paid time off under defendants' policies, awarding Plaintiffs' the accrued paid time off or related final pay owed to them pursuant to such policies including the corresponding contributions to Plaintiffs' retirement plan accounts, and preliminarily and permanently enjoining defendants from violating such policies.

49. The Court should also award Plaintiffs' their attorney fees incurred hereunder based on the amounts recovered hereunder due to the mutual and common benefit to be realized hereunder by Plaintiffs, and pre-judgment and post-judgment interest in accordance with Missouri law.

WHEREFORE, Plaintiffs seek certification of the class and this class action for recovery of accrued paid time off or amounts owed therefor, judgment against defendants for all sums due and owing for accrued paid time off pursuant to defendant's aforesaid policies and related retirement plan benefits, and declaratory, injunctive and other relief as described above including

the award of attorney's fees, an award of their costs herein incurred, pre-judgment and post-judgment interest in accordance with Missouri law, and such other relief as the Court deems meet and proper.

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

By: 

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Policy Title: On-Call Pay	Original Effective Date: August 1, 1996
Policy Number: 5.07.1	Last Review Date: July 2013
Excluding: None	Last Revision: July 2013
Approved By: Human Resources Executive Council	Next Review Date: July 2016

Policy Purpose

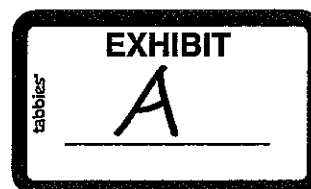
"On-call pay" is compensation paid to eligible employees who are not working but who are waiting to be engaged to work. Employees have an obligation to report to work in a timely fashion.

Eligibility

1. Any non-management employees are eligible to receive on-call pay.
2. Management employees are only eligible for on-call pay when covering staff level positions.
3. The employee accepting the call pay assignment must be qualified to perform the duties of the job for which he/she is on call.

Summary

1. Criteria
 - a) On-call shifts must be prescheduled.
2. Payment
 - a) On-call pay is paid as a flat dollar rate per hour, not as a percentage of the base rate.
 - b) Evening, night, weekend, and holiday shift differentials do not apply.
 - c) Contact Human Resources for the current on-call pay rates.
3. Approval Process
 - a) Manager schedules and codes shifts as "on-call" in MyTime within their department for employees in advance of each pay period.





Policy Title: Call-Back Pay	Original Effective Date: April 3, 1994
Policy Number: 5.07.2	Last Review Date: June 25, 2017
Excluding: None	Last Revision: June 25, 2017
Approved By: Human Resources Executive Council	Next Review Date: June 2020

Policy Purpose

To set forth the criteria for earning additional premium pay when returning to work and working actual hours during a scheduled "on-call" shift. "Callback prem" pay is the additional premium pay for the minimum guaranteed callback hours or for the actual hours worked while "on-call". Call-back pay will be paid in accordance with the terms of this policy.

Eligibility

Any employee who is scheduled to be on-call is eligible for call-back pay.

Criteria

1. Call-back pay is paid when an employee is scheduled to be on-call and any of the following occur:
 - a. The employee is required to return to the work site during the on-call shift after previously completing an earlier regular shift.
 - b. The employee must report to work during an on-call shift on a day for which the employee was not scheduled to work a regular shift.
 - c. The employee must remain at the worksite and work into a shift that is designated as "on-call" to the employee.
2. Call-back pay begins at the time the "on-call" employee clocks in at the worksite or "on call shift" begins when the employee is released by the manager from his/her regularly scheduled shift.

Payment

1. When an employee returns to the work place on call-back, the employee is paid both on-call pay and call-back pay for all hours actually worked. If the employee returns to work on a call-back shift but works less than two hours the employee is



also eligible to receive a minimum guarantee of two hours of call-back pay as stated below.

2. For non-exempt hourly employees, a call-back pay premium of fifty percent (50%) of base hourly rate in effect at the time will be paid for all hours worked on call-back.
3. Exempt employees receive an equivalent lump sum amount above their normal base salary.
4. Evening, night, weekend, and holiday shift differentials apply for all hours worked during that shift regardless of when the shift started or ended.
5. On-call phone support and work performed without returning to the worksite
 - a. If an employee is on-call and provides phone support from home, travel time and two (2) hour call-back minimum are not paid.
 - b. Employees will continue to receive on-call pay and receive straight pay and shift differential (if applicable) only for time spent on the phone.

Minimum Guarantee Pay for Call-Back:

1. A non-exempt hourly employee called back to work will be guaranteed an amount of pay equal to two (2) hours paid at 50% premium of the employee's base pay rate. Exempt employees receive an equivalent lump sum amount above their normal base salary. Each call-back occurrence will be treated separately when calculating minimum pay.
2. If an employee is required to extend their work hours beyond his/her normal scheduled shift and into the scheduled "on-call" shift, the two hour guaranteed minimum call-back pay does not apply.
3. If an employee clocks in during a scheduled 'on call' shift less than 2 hours before the start of a non-call shift, the 2 hour guaranteed minimum call-back does not apply.
4. If an employee returns to the job site during an on-call shift within 1 hour from the end of a non-call shift, the 2 hour guaranteed minimum call-back does not apply.
5. If the employee works two or more actual hours of call-back then the employee is not eligible for the guaranteed pay.

Travel Pay

1. For all BJC organizations, excluding Boone Hospital Center, compensation for travel is determined by calculating the amount of pay equal to thirty minutes worked at regular base rate.
2. Time or pay for travel is not included in the two hour minimum guarantee nor in hours worked toward overtime calculation.
3. Travel time may be overridden by the manager if no travel time is required by the employee.

4. Boone Hospital Center does not pay travel pay.

Approval Process

1. Each occurrence of call-back is paid based on criteria/rules listed in this Policy.
No further approval process is required.



Policy Title: Voucher Pay	Original Effective Date: December 18, 2011
Policy Number: 5.15.2	Last Review Date: December 18, 2011
Excluding: None	Last Revision: December 18, 2011
Approved By: Human Resources Executive Council	Next Review Date: December 2014

Policy Purpose

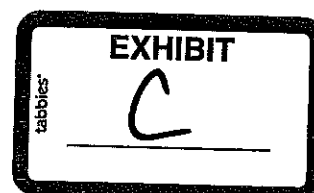
To provide additional pay to exempt employees who perform duties outside their job to cover a shift in a direct patient care role (e.g., case coordinator who works as a staff nurse to provide direct patient care).

Eligibility

1. Voucher pay may be paid to employees in exempt positions that are not eligible for the management incentive program.

Summary

1. Criteria
 - a) Must be coverage for an exempt or non-exempt direct patient care role.
 - b) Eligible employee's hours worked in a non-exempt job must be less than 50% of total time worked in the pay period.
2. Payment
 - a) Minimum of 4 hours of pay.
 - b) Paid at employee's current base rate.
 - c) No shift differential is included in voucher pay.
3. Approval Process
 - a) Pre-approval by functional leader and top HR leader within the organization is required.





Policy Title: Paid Time Off (PTO) Policy	Original Effective Date: January 26, 2000
Policy Number: 4.01	Last Review Date: May 3, 2015
Excluding: Directors and above, BJC Medical Group Physicians and Mid-Level Providers and Illinois Facilities from Payout Upon Termination Section	Last Revision: May 23, 2017
Approved By: Human Resources Executive Council	Next Review Date: May 2018

Policy Purpose

To provide employees with paid time off for rest, recreation or personal or family illness and injury.

Eligibility

All regular full-time and part-time employees (who have 24 or more regularly scheduled hours per week) participate in this plan and are eligible to use their time up to the amount in their account. However, exceptions to this policy may occur based on business needs.

PTO Accrual

1. PTO accrual rates are based on length of service and position. Accrued PTO is available for employees to use the day after it is accrued. PTO hours available as of the end of the last pay period will be reported on each employee's paycheck stub for tracking purposes. Current balances, accruals, and hours used can also be viewed in MyTime.
2. PTO accrues on paid hours and scheduled hours canceled due to low census or lack of work, up to 2,080 hours per benefit year. It does not accrue on hours sold, short term disability, or severance pay.
3. The table below illustrates the accrual rates based on an 8-hour workday and 2,080 hours per benefit year for BJC employees. These amounts are prorated based on hours worked for part-time employees. The amount of PTO added each pay period is calculated on the number of hours for which the employee is paid plus low census time, up to the maximum hours per year.

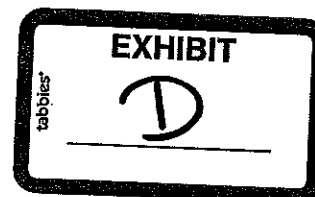


Table 4.1 – BJC HealthCare excluding Boone, MHB and MHE

Years of Service/Position	PTO Accrual Rate	
	Per Hour	
Staff with 4 years or less	Hours Per Year	0.0885
	Days Per Year	184
		23
Staff with >4 years through 9 years Manager/Supervisor with 9 years or less Director with 4 years or less	Per Hour	0.1077
	Hours Per Year	224
	Days Per Year	28
Staff with >9 years through 14 years	Per Hour	0.1154
	Hours Per Year	240
	Days Per Year	30
Staff with >14 years Manager/Supervisor with >9 years Director with >4 years Vice Presidents	Per Hour	0.1270
	Hours Per Year	264
	Days Per Year	33

4. The tables below illustrate the accrual rates based on an 8-hour workday and 2,080 hours per benefit year for Boone Hospital Center, Memorial Hospital Belleville (MHB) and Memorial Hospital East (MHE) employees. These amounts are prorated based on hours worked for part-time employees. The amount of PTO added each pay period is calculated on the number of hours for which the employee is paid plus low census time, up to the maximum hours per year.

Table 5.1 – Boone Hospital Center

Years of Service/Position	PTO Accrual Rate	
	Per Hour	
Staff with 4 years or less	Hours Per Year	0.1038
	Days Per Year	216
		27
Staff with >4 years through 9 years Manager/Supervisor with 9 years or less Director with 4 years or less	Per Hour	0.1230
	Hours Per Year	256
	Days Per Year	32
Staff with >9 years through 14 years	Per Hour	0.1385
	Hours Per Year	288
	Days Per Year	36
Staff with >14 years Manager/Supervisor with >9 years Director with >4 years Vice Presidents	Per Hour	0.1538
	Hours Per Year	320
	Days Per Year	40

Table 5.2 – Memorial Hospital Belleville and Memorial Hospital East

Years of Service/Position	PTO Accrual Rate	
	Per Hour	
Staff with 4 years or less	Annual Accrual Max	0.077
	Days Per Year	160
		20

Staff with 4 to 14 years Salaried Professionals and management employees with 4 years or less	Per Hour Annual Accrual Max Days Per Year	0.096 200 25
Staff with 14 or more years Salaried Professionals and management employees with more than 4 years	Per Hour Annual Accrual Max Days Per Year	0.115 240 30

5. The table below shows the maximum number of hours employees may accrue and have available in their PTO bank for the years 2012 through 2018.

Table 6.1 – BJC HealthCare excluding MHB and MHE

Year	Maximum Hours	Reduction in Hours from Previous Year
2012	710	24 (3 days)
2013	678	32 (4 days)
2014	630	48 (6 days)
2015	560	70 (8.75 days)
2016	500	60 (7.5 days)
2017	450	50 (6.25 days)
2018	400	50 (6.25 days)

Table 6.2 –Memorial Hospital Belleville and Memorial Hospital East

Years of Service/Position	Maximum Hours
Staff with 4 years or less	240
Staff with 4 to 14 years Salaried Professionals and management employees with 4 years or less	300
Staff with 14 or more years Salaried Professionals and management employees with more than 4 years	360

Using PTO

1. PTO may be used for any purpose (vacation, family illness/injury, holiday, employee illness/injury, etc.). Time off should be scheduled as far in advance as possible in accordance with the department's guidelines. While management reserves the right not to approve scheduled time off, every attempt will be made to accommodate an employee's request, keeping in mind patient care and operational needs and fairness to other staff members.

2. PTO must be used for unscheduled absences. The employee should notify the supervisor as soon as possible and absenteeism policies will apply. If an unscheduled absence occurs the day before, on, or after one of the six legal holidays BJC recognizes, management may in its discretion withhold payment of PTO for the unscheduled absence and/or holiday. The following holidays are recognized: Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.
3. PTO must be used to cover all scheduled and unscheduled absences from work. When a non-exempt employee is canceled due to low census for all or part of a shift, the employee has the choice to use available PTO or take time unpaid. Available PTO must be used to supplement any short-term disability (STD) payments. If an employee is absent, any available PTO must be exhausted before taking time off without pay. If an employee does not have any PTO time available, unpaid time off may be granted at the supervisor's discretion.
4. Non-exempt employees may use partial days of PTO in one-hour increments for the first hour of work missed and in 15-minute increments for every additional portion of an hour thereafter.
5. Exempt employees use PTO based on whole-day increments for scheduled (planned) or requested absences, and only use partial days if they have less than 8 hours of PTO time available for unplanned absences (see Wage and Hour Policy 5.1) or for an approved intermittent leave under the FMLA.
6. The minimum requirement of one hour may be waived for non-exempt employees in the case of PTO time taken to supplement low-census time off of less than one hour. This provision does not apply to exempt employees.
7. PTO must be used to cover the first five calendar days of the employee's own illness or non-work related injury. Thereafter, the short-term disability (STD) may be used.
8. PTO hours are paid at the employee's base rate of pay in effect when the hours are used. Pay for time off does not include shift differentials or bonuses and is subject to federal, state and local taxes. If the employee has two rates of pay, PTO will be paid at the primary rate.
9. If authorized bereavement leave or jury duty occurs during paid PTO, the time will be recorded and paid as bereavement leave or jury duty instead of PTO.

PTO Sales

1. An employee may request a PTO sale of eligible PTO hours by making an election during the annual election sale period of the calendar year prior to the year of the sale. For example, an employee who would like to sell PTO in 2018 must make an election during the annual sale period in November 2017. The

PTO sales period is typically the entire month of November but is subject to change from year to year.

2. When making the sale request in 2017 for 2018, employees must elect the amount of PTO to be sold and the timing of the payment of the proceeds of the PTO sale. The amount of PTO that may be sold must be a minimum of 15 hours but cannot exceed the lesser of: 100 hours OR the approximated amount of PTO hours anticipated to accrue in 2018. In addition, the requested amount for sale must be in the employee's bank at the time of the sale request although the actual sale is based on PTO accruing in the next calendar year. Examples:
 - Employee has 100 hours in their current PTO bank in November 2017. They will accrue 134 hours in 2018. They can elect up to 100 hours for sale in 2018.
 - Employee has 40 hours in their current PTO bank in November 2017. They will accrue 158 hours in 2018. They can only elect up to 40 hours for sale in 2018.
3. Employees must also elect the timing of the payment which may occur on the first scheduled paycheck in February, July or December of the sale year. The payment will be calculated using the employee's primary base rate of pay and taxes will be withheld in accordance with federal, state and local regulations. Sales elections must occur during the PTO sales period and are limited to one sale and must be made in full-hour increments. PTO sales requests can only be made during the PTO sales period by accessing the PTO Sales Tool in MyTime. Sales elections are irrevocable. Once the election period is closed, it may not be changed or rescinded for any reason. Hours requested to be sold will be processed shortly after the end of the calendar year in which the sale request is made and paid to the employee in the pay period elected on the PTO sales tool in MyTime.

Status Change

1. Employees changing from a benefits-eligible status to an ineligible status are no longer eligible to accrue or use PTO. PTO hours currently in an employee's bank will be frozen. If an employee returns to a benefits eligible status, any frozen PTO hours will be credited, up to the current maximum.
2. Employees changing from ineligible to benefits-eligible status begin accruing PTO hours in the pay period in which their status changes.

PTO Upon Termination

Remaining PTO balances, up to the current maximum, will be paid to employees with greater than five years of service who voluntarily leave the organization in good standing or exit the organization as a result of job elimination. Remaining PTO

balances will be paid by direct deposit on the pay distribution following the final pay period after termination date.

Benefit Upon Rehire

- a) Employees rehired within 1 year of separation from BJC HealthCare will be treated as if they have not left for purposes of determining the PTO accrual level. For example, a full-time employee earns 3 weeks per year of PTO at the time the employee leaves employment. If the employee is rehired within 1 year of separation, the employee will resume earning 3 weeks per year of PTO.
- b) Employees rehired after 1 year are treated as new employees for purposes of PTO.

BJC HealthCare

Policy Title: Wage and Hour	Original Effective Date: May 4, 2012
Policy Number: 5.01	Last Review Date: July 1, 2015
Excluding: None	Last Revision: July 1, 2015
Approved By: Human Resources Executive Council	Next Review Date: July 2018

Policy Purpose

To establish policies and procedures regarding compensation for BJC employees and to ensure compliance with all state and federal wage and hour laws.

Employee Categories

1. Non-exempt Employees

- a) Non-exempt employees, often referred to as hourly employees, are subject to the minimum wage and overtime provisions of the Federal Labor Standards Act ("FLSA") and applicable state and local law. Non-exempt employees will receive at least minimum wage for all working time and are entitled to overtime compensation in accordance with applicable federal, state and local requirements.

2. Exempt Employees

- a) Exempt employees are those whose compensation and duties meet applicable federal, state and local requirements. Exempt employees may be paid on a salary or fee basis. Salaried exempt employees receive a base salary intended to compensate them for all working time and are not eligible to receive overtime pay. These employees are paid their base compensation on a salaried basis, regardless of the number of hours that they work. Exempt employees are expected to work as much each day as is necessary to complete their job responsibilities, and both the exempt employee and BJC understand that the hours required to perform those responsibilities will fluctuate from week to week. In limited approved circumstances based on business necessity, exempt employees may be eligible for additional compensation in accordance with written policy.

Wage and Hour



Workweek, Pay Periods, Payday, Direct Deposit & Payment of Final Wages

1. **Workweek.** The BJC designated workweek is from Sunday at 7:00 a.m. through 6:59 a.m. the following Sunday.
2. **Workday.** The 24 hour period starting at 7:00 a.m. and ending at 6:59 a.m. the following day.
3. **Pay period.** BJC has a bi-weekly pay cycle. Pay periods begin on alternating Sundays at 7:00 a.m. and end 14 calendar days later.
4. **Payday.** Wages are paid to employees on the Friday following the close of each pay period. If a regularly scheduled payday falls on a BJC- designated or bank holiday, employees will be paid on the business day preceding the holiday.
5. **Direct Deposit.** Employees will be paid through direct deposit and provided access to an explanation of earnings and deductions, unless otherwise prohibited by applicable law. The online direct deposit pay explanation may be printed by the employee for the employee's personal records.
6. **Paycheck or Deposit Advices.** Each paycheck or deposit advice will include a statement of gross wages earned, net wages earned (including any overtime as applicable), the amount of deductions, withholdings, dates of the pay period, the employee's name, and the name and address of BJC. For non-exempt employees, each paycheck or deposit advice will also include the employee's rate of pay, the total number of working time through the end of the previous payroll period, and any other information required by federal, state, or local law. For exempt employees, each paycheck or deposit advice may include a pre-populated field for working time and an hourly rate that exist for administrative purposes only and does not reflect the actual working time or rate of pay.
7. **Payment of Final Wages upon Separation.** Employees will receive their final pay in accordance with federal, state and local law.
8. **Pay Advances.** There are no advances in pay. Employees who encounter financial hardships should seek counseling through the Employee Assistance Program (EAP).

Work Time

As a general matter, work time includes all activities that are required by the employer which are necessary to perform the job.

Recording Work Time

1. **Recording Work Time.** Non-exempt employees are responsible for accurately recording all working time. Because employees in non-exempt positions must be paid for all working time, it is essential that all time worked be accurately and timely recorded and reported for payroll processing. Non-exempt employees must record the exact time they begin working and the exact time they stop working.
2. **Procedure.** All non-exempt employees are required to accurately report all hours of work using MyTime or some other means prescribed at their location. Non-exempt employees must clock in immediately before beginning work and must clock out immediately after completing all work. Non-exempt employees who use time clocks should use the time clock at the location designated by their supervisor. If an employee's department does not use the MyTime time recording system, the non-exempt employee must accurately report all hours of work by signing in on a time sheet immediately before beginning work and signing out on the timesheet immediately after completing all work or by utilizing another timekeeping method authorized by their department.
3. Non-exempt employees must record their start time at the same time they actually start working and record their end time at the same time they actually stop working.
4. No employee is authorized to clock-in/clock-out or sign-in/sign-out on behalf of another employee. Any employee who engages in this practice will be subject to disciplinary action, up to and including termination.

Reviewing Time

1. Non-Exempt Employees
 - a) At the end of each pay period or after their last shift worked for that pay period, but no later than 10 a.m. on the Monday following the end of the pay period, all non-exempt employees are required to review their reported working time by the timekeeping system or on their timesheet and to certify that all of their working time for the week is accurately reported.
 - b) If an employee has any concern regarding the accuracy of their working time or cannot certify that all of their working time has accurately been recorded, the employee must raise the issue with his or her immediate manager or Human Resources. If the matter is not resolved to the

employee's satisfaction, the issue must be reported by contacting the Compliance Department at 1-314-286-0678 or via the BJC intranet at: <http://bjccorp.carenet.org/sites/CorporateCompliance/default.aspx>. in accordance with the complaint procedure.

- c) Managers are responsible for reviewing and confirming non-exempt employees' reported working time each pay period by signing the non-exempt employees' time sheet(s) or authorizing the non-exempt employees' hours in the MyTime time recording system, and submitting non-exempt employees' reported hours to the Payroll Department by a designated time on Payroll Monday.
- d) No manager is authorized to alter an hourly employee's time record without first confirming that the alteration is necessary to accurately reflect all the employee's working time and obtaining the employee's written consent to the alteration. If the non-exempt employee does not agree with the change, the manager must notify human resources who will investigate and resolve the issue.
- e) Employees must always be paid for all time worked, whether or not authorized, and whether or not the time worked falls within the employee's scheduled shift.

2. Exempt Employees

- a) At the end of each pay period, but no later than 10 a.m. on the Monday following the end of the pay period, exempt employees should review and ensure that their benefits time (i.e. paid time off) is accurately reflected and scheduled at the conclusion of each pay period.

3. Prohibited Conduct

- a) It is a violation of BJC's policy for any employee (including managers) to falsify a time record or improperly alter a time record. Non-exempt employees are responsible for ensuring that their reported time is correct. If an employee under-reports or over-reports working time, the employee is subject to disciplinary action, up to and including termination of employment.

Off-The-Clock Work

- 1. BJC prohibits all "off-the-clock" work, and employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work is defined as work a non-exempt employee performs but fails to report to BJC on his or her timesheet or in the electronic timekeeping system. Examples of prohibited off-the-clock work include but are not limited to:

- a) Performing work-related activities (such as charting, obtaining assignments, or picking up supplies) before a non-exempt employee has started recording work time or after an employee has stopped recording work time;
 - b) Attending a shift change meeting before a non-exempt employee has started recording work time or after an employee has stopped recording work time;
 - c) Performing work during the employee's meal period and not reporting the missed or interrupted meal period;
 - d) Performing work at home without recording or reporting the time; and
 - e) Sending or responding to work-related e-mails or phone calls without recording or reporting the time worked.
2. No member of management may request, require, or permit non-exempt employees to perform work without compensation. No one is authorized to instruct any non-exempt employee to work off-the-clock. Managers requesting, requiring, or allowing non-exempt employees to perform off-the-clock work are subject to disciplinary action, up to and including termination.
 3. Non-exempt employees may not perform any work without compensation. Performing off-the-clock work is a policy violation for which non-exempt employees are subject to disciplinary action, up to and including termination.

Rest Breaks

1. When staffing and workload allows, non-exempt employees working seven and one-half (7.5) or more hours per work day may take two 15 minute paid rest breaks. When staffing and workload allows, employees working less than seven and one-half (7.5) hours, but at least four (4) hours per work day may take one 15 minute paid rest break from work duties. A rest period is not guaranteed, and employees will not be paid any additional amounts or otherwise compensated for missed and/or interrupted rest break periods.
2. Rest breaks are considered time worked and are paid time. As such, hourly employees should not clock out during their rest breaks. Break periods less than 20 minutes in duration are counted as compensable time and paid.
3. Management may designate the time and place for authorized rest breaks to maintain appropriate continuity of coverage. Unless authorized by management, rest breaks are not to be taken consecutively or at the beginning or end of a shift and meal and rest break periods may not be combined to create a longer break.

4. Employees are normally required to remain on the premises during paid rest breaks. Without approval from the employee's supervisor, an employee may not leave the premises during rest breaks.
5. Employees who fail to follow the policy for rest breaks may be subject to disciplinary action, up to and including termination.

Meal Periods

1. BJC provides all non-exempt employees with at least a thirty (30) minute consecutive, uninterrupted unpaid meal period for each work day that an employee works more than five (5) consecutive hours. BJC expects employees to take their meal periods. For non-exempt employees in Illinois, meal periods must begin no later than five (5) hours after the start of work.
2. Non-exempt employees are prohibited from performing any job duties during an unpaid meal period. On those occasions where a non-exempt employee continues to work through his/her meal period, either voluntarily or because he/she is interrupted or called back to work, the entire thirty (30) minute meal period is considered working time and is paid.
3. On each work day that an employee works more than five (5) consecutive hours, if the employee is required by his or her manager and/or supervisor to keep his/her phone, pager and/or two-way radio turned on during his/her scheduled meal period because of operational needs, and the employee is paged or called and required to work during his/her meal period, the employee will be compensated for the entire thirty (30) minute meal period.
4. If an employee's meal period is interrupted or missed for any reason such that the employee does not receive at least a thirty (30) minute consecutive, uninterrupted meal period on each day that the employee works five (5) consecutive hours or more, it is the employee's responsibility to report on the MyTime timekeeping system after they have clocked out after completing all work. If the employee records time on a time sheet, it is the employee's responsibility to report that they did not receive at least a thirty (30) minute consecutive uninterrupted meal period on the time sheet when recording their stop time after completing all work.
5. Management at its discretion may designate the time and place of employees' meal periods to maintain appropriate continuity of care in accordance with applicable state law. For non-exempt employees, the location should be away

from the employee's work station or area. Employees leaving the premises during meal breaks must notify management.

Wage and Hour Policies for Exempt Employees

1. The U.S. Department of Labor has issued detailed regulations concerning exemptions for executive, administrative, and professional employees. If you are classified as an exempt BJC employee, you will receive a predetermined weekly, bi-weekly or monthly base salary. Your base salary is intended to compensate you for all working time. Depending on your position, you may also be eligible for additional compensation in accordance with applicable policies. Your base salary will be established at the time of hire or when you become classified as an exempt employee. The base salary is subject to review and may be adjusted from time to time.
2. Deductions from Pay
 - a) An exempt employee earns his or her salary for every workweek in which he or she performs any work, regardless of variations in the quality or quantity of the employee's work, and regardless of the days or working time, subject to the exceptions set out below. An exempt employee generally does not earn a salary for any workweek in which he or she performs no work, regardless of the reason why no work was performed. An exempt employee's salary for a workweek may be reduced:
 - i. When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
 - ii. When an exempt employee is absent for one or more full days because of sickness or disability and a deduction is made in accordance with benefits policies;
 - iii. For penalties imposed in good faith for infractions of safety rules of major significance;
 - iv. For an unpaid disciplinary suspension of one or more full days imposed in good faith for serious violations of rules of conduct or policies;
 - v. For initial or terminal weeks of employment; or
 - vi. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act and corresponding state statutes.
 - b) An exempt employee's salary may also be reduced for certain types of deductions such as their portion of health, dental or life insurance premiums; state, federal or local taxes; social security; voluntary

contributions to a 401(k) or, pension plan, voluntary wage withholding authorizations, or as otherwise required by law.

- c) In any work week in which any work is performed, an exempt employee's salary will not be reduced for any of the following reasons:
 - i. partial day absences for personal reasons, sickness or disability (other than intermittent FMLA leave);
 - ii. partial or full day absences resulting from BJC operational needs; ;
 - iii. absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work;
 - iv. unpaid disciplinary suspensions of less than one day, or unpaid suspensions for reasons that do not involve violations of a written workplace conduct policy applicable to all employees; or
 - v. any other deductions prohibited by federal, state or local law.

3. Recording Time/Time Off

- a) No in/out times will be recorded or entered into the payroll system for exempt employees. Other methods may be used to track exempt employees' attendance.
- b) Time off for paid time off (PTO) and short-term disability (STD) will be recorded and taken as used in whole days with the exception of PTO or STD used for time off of work for an approved intermittent leave under FMLA.
- c) No partial day/shift absence will be recorded or taken from PTO balances or STD for exempt employees except on the day within the pay period on which the employee exhausts their balance of benefit hours available and for PTO or STD used for time off of work for an approved intermittent leave under the FMLA. On the day that benefits (PTO or STD) are exhausted the benefit hours are supplemented with regular hours to pay the entire normal hours for that day.

4. Part-Time Staff

- a) Part-time, exempt employees may be designated as such where hours worked per pay period are generally stable, not subject to fluctuation or wide variation in schedule.

5. Special Pay Provisions

- a) Pay When Absences Occur

- i. Exempt employees must be paid for a full day even if only part of a day is worked with the exception of PTO used for time off work for an approved intermittent leave under the FMLA. (See Section E.2., above.)
- ii. Employees who request, in advance, a full day/shift absence for personal reasons and do not have available PTO time to cover the full day absence will be given the day off without pay, at each employee's supervisor's discretion. This request should be in writing from the employee.
- iii. Exempt employees' pay will not be deducted for late arrival or early departure (although disciplinary action may apply).

b) Low Census

- i. Exempt employees must receive their full salary for any day in which work is performed. During periods of low census, managers will generally first ask for volunteers that wish to use available PTO to take time off. If the use of volunteers does not resolve the problem, management may then direct non-exempt employees to take time off.

c) Additional Pay

- i. An exempt employee's salary is designed to pay for all working time, which may fluctuate from week to week. In certain circumstances, eligible exempt employees may receive additional pay in accordance with applicable policies. Please refer to Human Resources Policy 5.15.1 Extra Shift Pay and Human Resources Policy 5.15.2 Voucher Pay.
- ii. Exempt employees are not eligible to receive additional pay while serving in a management role. However, with approval of a management-level employee's supervisor and Human Resources, exempt management employees may receive a predetermined amount for working a shift as a staff employee outside his/her department. Please refer to Human Resources Policy 5.15.2 Voucher Pay.

d) Termination

- i. Exempt employees, whether staff or management, will be paid a *pro rata* share of their salary for days worked during their final workweek.

e) Shift Differential

- i. Exempt employees who are regularly scheduled to work evenings or nights should have any desired premium included in their base pay with formal documentation of the additional pay added to their employee file. Exempt employees are eligible for a premium for covering evening, night, weekend or holiday shifts occasionally. Please refer to Human Resources Policy #5.15.1 Extra Shift Pay.

f) On-Call

- i. In certain circumstances, exempt staff employees may receive additional pay for time spent on call. Please refer to Human Resources Policy 5.07.1 On-Call Pay.
- ii. Time spent carrying a Company-issued phone, pager and/or two-way radio may be paid at a predetermined amount based on department needs. This amount should also be projected on an annual basis and paid in an earning code separate from base pay period earnings.
- iii. Time worked upon call-back will be paid a predetermined amount based on department needs. Please refer to Human Resources Policy 5.07.2 Call-Back Policy.

Wage and Hour Policies for Non-Exempt Employees

1. Minimum Wage

- a) It is BJC's policy to compensate all non-exempt employees at a rate equal to or greater than the established federal minimum wage for all working time. If state or local law requires a minimum wage rate greater than federal minimum wage, BJC will compensate non-exempt employees in compliance with state or local law.

2. Overtime

- a) Non-exempt employees shall be compensated for all hours actually worked in excess of 40 in any workweek at one and one-half (1 ½) times the employee's regular rate of pay (except where superseded by state or local law). Employees must accurately report all time worked, including overtime hours.
- b) Employees are not permitted to work overtime without the prior approval of the employee's supervisor/manager, director, or designee. Employees will be paid for all overtime worked, but may be subject to disciplinary action, up to and including termination, if the overtime work was not pre-authorized.

- c) If an employee has worked unauthorized overtime, the employee's supervisor/manager should: (1) discuss with the employee the need to obtain authorization to work in excess of the employee's scheduled hours; (2) document the discussion with the employee; and (3) maintain the documentation in the manager's employee file.

3. Overtime Calculation

- a) Non-exempt employees are paid overtime compensation based on all hours actually worked over 40 within a particular workweek (except where superseded by state or local law).
- b) If you are a non-exempt employee, you will receive 1.5 times your regular rate of pay for all hours actually worked in excess of 40 hours in any workweek or in accordance with applicable state law.
- c) For the purposes of calculating the appropriate overtime rate, an employee's regular rate of pay will include all required pay differentials (e.g., on-call pay, certain shift and/or charge differentials) paid during the workweek, any overtime eligible bonuses and retroactive wage increases that are applicable for the particular workweek, and all other remuneration required by applicable law to be included in the calculation of the regular rate.
- d) Only hours actually worked are counted when calculating working time for overtime purposes. Non-working time, such as the following, is excluded from the calculation of working time:
 - i. PTO and STD
 - ii. Bereavement Leave
 - iii. Jury Duty
 - iv. FMLA hours
 - v. Military Leave
- e) BJC strictly prohibits compensatory time off (arrangements that permit an hourly employee to take off in subsequent workweeks in return for hours of overtime work).

4. Speaking Engagements

- f) BJC compensates non-exempt employees for time spent speaking or consulting on behalf of BJC. Time spent speaking or consulting on behalf of BJC will be compensated at the non-exempt employee's base hourly

rate. It will also be considered time worked for the purpose of determining overtime eligibility in accordance with federal and state law. Non-exempt employees must record all time spent speaking or consulting on behalf of BJC and must report all such working time to BJC.

5. Travel Time

- a) BJC compensates non-exempt employees for time spent traveling for purposes of conducting BJC's business in compliance with applicable state and federal law. This compensation is for the time the employee spends traveling and does not include mileage, which is addressed separately in BJC's mileage reimbursement policy. Compensable travel time includes an employee's business travel during the workday, such as travel between two different BJC facilities, but does not apply to time spent in the employee's regular commute to work, which includes travel from home to the facility at the beginning of the workday and travel from the facility to home at the end of the workday, unless applicable law requires otherwise.
- b) For non-exempt employees, time spent traveling is counted as working time for purposes of calculating overtime hours of work and overtime premiums, and eligible non-exempt employees will be paid overtime in accordance with applicable federal and state law.
- c) Travel between Work Sites: Non-exempt employees must accurately record as time worked all time spent traveling between work sites during the workday.
- d) Special Commute to Work Sites: If traveling to a particular work site at the start of the workday or from a work site at the end of the workday extends an employee's day past his or her normal commute time, the additional travel time will be compensated. On these occasions, employee must report the extraordinary commuting time to his or her manager and record as time worked the extra time spent in commuting to and from a work site that exceeds his or her regular commute time.
- e) Other Business Travel: Employees must record all compensable time spent traveling as time worked.
- f) Any questions about this policy, or any associated procedures, should be directed to human resources.

After-Hours Policy for Non-Exempt Employees Using Computers or Communication Devices

1. BJC may provide approved employees with network access, and other PDAs or cell phones for remote communications. Some non-exempt employees are assigned these company-issued devices and/or given remote access to BJC's computer network in order to conduct activities and/or provide services while out of the facility or outside of normal working hours. This policy applies to non-exempt employees who have been assigned these devices or granted remote network access by BJC. Certain provisions as noted also apply to use of personal devices for work purposes outside of normal working hours.
2. During normal working hours, employees may use these Company-issued communications devices on a regular and frequent basis and in accordance with their manager's instructions to stay in contact and stay informed of any work assignments or needs of BJC. However, these devices should not be used for work-related activities during unpaid meal periods. This and the following paragraphs also apply to personally-owned devices that non-exempt employees choose to use for work purposes.
3. Non-exempt employees are not expected to review emails, accept or make work-related calls, connect to BJC's network, or do any other work on these devices outside of normal working hours, except as provided in this policy. All time spent working on an off-hours basis should be entered on the employee's timesheet or otherwise reported to BJC by the employee as working time, and the employee will be compensated at the appropriate rate of pay in accordance with federal and/or state law. Non-exempt employees are considered to be working and will be compensated for all time spent responding to or initiating work-related emails or phone calls and connecting to BJC's computer network for specifically authorized purposes and performing authorized computer-based tasks for BJC. Non-exempt employees are not expected to work outside of normal working hours, except for limited, authorized purposes.
4. As provided in this policy, if a non-exempt employee outside of normal work hours responds to or initiates work-related emails or phone calls, works on Company matters on a computer, or connects to the Company's computer network, the employee will be compensated for the time spent doing so and that time must be recorded on the employee timesheet or otherwise reported to BJC by the employee as working time. However, failure to adhere to this policy, including failure to record all work-related communications and failure to record all work (whether authorized or unauthorized), will be addressed as a

performance issue, and the non-exempt employee will be subject to discipline, up to and including termination from employment.

Mandatory and Voluntary Training

1. Mandatory Training

- a) For non-exempt employees, time spent attending mandatory training will be compensated at the non-exempt employee's regular rate of pay. It will also be considered time worked for the purpose of determining overtime eligibility in accordance with federal and state law. Non-exempt employees must record as working time the start time of the mandatory training through the end time.

2. Voluntary Training

- a) Non-exempt employees must receive advance approval from his/her manager before engaging in a voluntary training program. The payment for a non-exempt employee pursuing a voluntary training program will be determined by the employee's supervisor, in accordance with the Department of Labor guidelines and/or applicable federal or state law. If the voluntary training program is for personal enrichment, the employee is typically not paid for the time associated with attending the program.
- b) Non-exempt employees should contact human resources for assistance in determining whether time spent in training programs will be compensated.

Reviewing Your Paycheck, Reporting Errors and Obtaining More Information

1. BJC works hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are brought to the Company's attention, BJC will promptly make any corrections necessary. Exempt employees should review each paycheck and paycheck or deposit advice to make sure their pay is correct. Non-exempt employees should also review each paycheck and pay stub or deposit advice to make sure their pay and reported hours are correct.
2. If an employee believes an error has occurred or if he or she has any questions about his or her paycheck, pay, paycheck, deposit advice, deductions from pay, or if an employee believes he or she has been subject to any improper deductions, or if a non-exempt employee's pay does not accurately reflect working time, the employee should promptly report the matter to his or her supervising manager. If the supervising manager is unavailable, or if the employee believes it would be inappropriate to contact his or her supervising manager or if the employee has not received a prompt and acceptable reply from his or her supervising manager within one week, the employee should contact his

or her next level manager. If a next level manager is unavailable, or if the employee believes it would be inappropriate to contact his or her next level manager, or if the employee has not received a prompt and acceptable reply from his or her next level manager within one week, the employee should immediately contact Human Resources at for assistance. Any issues not resolved satisfactorily must be reported by the employee to the Compliance Department at 1-314-286-0678 or via the BJC intranet at:
<http://bjccorp.carenet.org/sites/CorporateCompliance/default.aspx>

3. If an underpayment is identified, the amount of the underpayment will be paid to the employee no later than on the employee's next regular paycheck unless required by applicable law to be paid sooner.
4. If an overpayment is identified, the amount of the overpayment will be deducted from the employee's next regular paycheck up to the maximum amount allowed by state or federal law.

Reporting Violations of BJC's Wage and Hour Policies

1. BJC strictly enforces its wage and hour policies.
2. Reporting Violations of BJC's Wage and Hour Policies
 - a) It is a violation of BJC's policy for anyone to instruct or encourage a non-exempt employee to work off-the-clock, to incorrectly report working time or to alter an employee's time records. If anyone instructs or encourages a non-exempt employee to incorrectly report working time, work off-the-clock, or to alter another employee's time records, or if an employee is aware of any other possible deviations from BJC's wage and hour policies, the employee is required to immediately contact Human Resources for assistance. Any issues not resolved satisfactorily must be reported by the employee to the Compliance Department at 1-314-286-0678 or via the BJC intranet at:
<http://bjccorp.carenet.org/sites/CorporateCompliance/default.aspx>
 - b) Any failure to report such misconduct in accordance with this procedure is a violation of this policy.

Non-Retaliation

1. BJC will not allow any form of retaliation against employees who make good faith reports of timekeeping errors, or alleged violations of this policy, or who cooperate in the Company's investigation of such reports, even if the reports do

not reveal any errors or wrongdoing. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination. Any employee who believes he or she has been subjected to retaliation should contact Human Resources immediately. Any issues not resolved satisfactorily at the Human Resources level will be elevated to the Compliance Department at 1-314-286-0678 or via the BJC intranet at: <http://bjccorp.carenet.org/sites/CorporateCompliance/default.aspx>. BJC will investigate all claims of retaliation promptly and, to the extent reasonably possible consistent with a thorough investigation, on a confidential basis.

2. If BJC concludes that an employee has violated this policy, disciplinary action will be taken, where appropriate, up to and including termination of employment.

BJC HEALTHCARE

CORPORATE COMPLIANCE POLICY

APPLIES TO: BJC HealthCare and All BJC Members

TITLE: Compliance Issue Reporting Policy

NUMBER: 3.0

PURPOSE: To ensure that BJC HealthCare and all BJC members (collectively, "BJC") provide adequate avenues for employees to report compliance issues or good faith concerns and to further ensure that no BJC employee is subject to retaliation for communicating such issues or concerns.

Statement of Policy

Each employee of BJC HealthCare and its members (collectively, "BJC") is obligated to report to BJC management or other appropriate representative any issue or practice which he or she believes in good faith (a) may constitute a violation of the law, a regulation, or BJC's policies, (b) may otherwise adversely affect patient care or safety, or (c) may adversely affect the employee's ability to successfully perform his or her job. Persons found to have engaged in unlawful conduct or conduct in violation of BJC policies may be subject to corrective action, including possible termination of employment. Corrective action also may result when a responsible employee's failure to detect and/or correct a violation is attributable to his or her negligence or reckless conduct. In addition, any employee who is aware of, or reasonably suspects, any violation of an applicable law, regulation, or BJC policy and fails to report it to BJC may be subject to corrective action.

BJC Reporting Procedures: The Four-Step Communication Program

To assist its employees in reporting compliance issues or concerns, BJC has implemented the Four-Step Communication Program. Generally, compliance issues or concerns should be reported and resolved promptly, constructively, and at the lowest level possible by following these four steps:

1. **Discuss the issue with your supervisor.** Supervisors are familiar with the particular workplace environment and its issues. Therefore, they should be given the first opportunity to resolve the matter.

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confidentiality requirements, and any legal or medical privileges, the Compliance Liaison will advise the employee as to the general resolution of an investigation.

In certain cases, violations should or must be reported to a governmental agency. BJC is committed to cooperating with government agencies and their authorized representatives in connection with the fulfillment of their duties. However, BJC also is committed to preserving its rights and privileges as well as the rights and privileges of its employees. For this reason, to ensure the collection of all relevant information and to best coordinate the disclosure as well as the ensuing discussions, BJC's policy is that all such governmental disclosures and discussions be made through the offices of the BJC HealthCare Corporate Compliance Department or the BJC HealthCare Legal Services Department. Therefore, employees should contact the BJC HealthCare Corporate Compliance Department or the BJC HealthCare Legal Services Department if they are contacted by any government agency or if they feel there is a matter that should be disclosed or discussed with a government agency.

BJC Non-Retaliation Policy

No person shall be prohibited or discouraged from bringing forth a good faith compliance issue or concern. In addition, no person shall be subject to discrimination, harassment, or retaliation for bringing forward a good faith compliance issue or concern. Anyone who attempts to retaliate against an employee who has asked a good faith question or has brought forward a good faith concern will be subject to corrective action, including possible termination of employment.


Corporate Compliance and Legal Services Department Review, Approval and Assistance

Any exception, change, or deviation from this Policy must be reviewed and approved by the Corporate Compliance Department and/or the Legal Services Department. These Departments will be available to answer any questions and to provide assistance and advice to BJC employees concerning this Policy. Questions regarding specific terms, situations, or problems may be forwarded to the Corporate Compliance Department or Legal Services Department for assistance and advice.

RECOMMENDED BY: Corporate Compliance Department
Legal Services Department

EFFECTIVE DATE: December 1, 2000 (Original)
REVISED: March 31, 2005
October, 2016

AUTHORIZED BY:


Michael A. DeHaven
Senior Vice President, General Counsel
and Corporate Compliance Officer

BJC HealthCare

BJC CORPORATE COMPLIANCE POLICY

APPLIES TO: BJC HealthCare Hospitals and Service Organizations and all BJC Workforce Members

TITLE: Internal Investigation of Potential Compliance Violations

NUMBER: 16.0

PURPOSE: To ensure that BJC HealthCare Hospitals and Service Organizations and all BJC Work Force Members respond to potential compliance violations in a timely and consistent manner.

I. Statement of Policy

BJC HealthCare ("BJC") is committed to conducting business in compliance with all applicable laws, regulations, and BJC policies and according to the highest standards of ethical conduct and integrity. A potential violation of any applicable law, regulation or policy or any question of unethical or dishonest conduct will be thoroughly investigated in a timely and consistent manner.

II. Scope of Policy

This policy applies to all BJC Hospitals and Service Organizations ("HSO") and all BJC Work Force Members.

III. Procedure:

Upon identification of a potential compliance issue, the Vice President of the Corporate Compliance Department shall be notified. S/he will appoint a person(s) to initiate the investigation. The investigator is responsible for providing notice to the appropriate person(s) in the form and manner required by BJC policy and applicable laws and regulations. The investigator shall be responsible for maintaining appropriate documentation of the incident and preparing and providing the required documentation. All submissions to any governmental or regulatory body shall be reviewed and disseminated by the Vice President of Corporate Compliance or his/her designee.

A. General Rule

The investigator will coordinate the initial inquiry with all applicable departments, including but not limited to Human Resources, Legal Services, Audit Services and Revenue Cycle Management. The initial investigation will determine the seriousness of the alleged infraction and also who is best to move the investigation forward.

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B. Discovery of Compliance Issue

A compliance issue shall be treated as discovered by BJC as of the first day on which such issue is known to BJC or by exercising reasonable diligence would have been known to any person other than the person committing the questionable practice.

C. Work Plan

As soon as is feasible, following the initial investigation, the investigator will develop a work plan ("plan"). The plan will include:

- A list and sequence of persons to be interviewed.
- A list of relevant documents and a plan for preservation, especially any electronic information.
- A proposed scope of the investigation.
- A determination of the need for internal/external legal counsel involvement for the preservation of attorney-client privilege.
- A determination of the need for a Root Cause Analysis of the compliance issue.

D. Notice

Notification of pertinent government agencies, regulatory bodies and individuals will be guided by applicable federal and state statutes and regulations and BJC policies. The content of any written notification will be approved by the Vice President of Compliance or his/her designee. The method of notification will also be determined by applicable statutes, regulations and/or policies.

E. Maintenance of Investigation Information/Log

The investigator shall create and maintain an investigation record for all reported compliance issues (suspected or actual). The investigation documentation shall include but is not limited to:

- A description of what happened, including the date(s) of the issue, the date of the discovery of the issue, and the number, names and roles of individuals affected or involved.
- A description of the applicable statutes, regulations and/or policies involved.
- A description of the action(s) taken.
- Resolution steps taken to mitigate the compliance issue and prevent future occurrences.

F. Report

At the conclusion of the investigation, a final internal report shall be prepared. The Vice President of Compliance will determine to whom the report should be submitted and in what form.

G. Recordkeeping

The Corporate Compliance Department will maintain documentation relating to compliance investigations for a period of six (6) years or longer as required by applicable statute or regulation.

IV. RESPONSIBILITY OF ALL BJC EMPLOYEES


BJC work force members are responsible for being aware of, and complying with departmental policies and procedures. Questions or issues regarding the policies shall be directed to the manager over the area, the Corporate Compliance Department or the Legal Services Department. BJC workforce members are obligated to follow the Code of Conduct and report per procedure any suspected violations of applicable statutes, regulations and/or policies. In addition, the BJC HealthCare Code of Conduct requires that all BJC employees who are professionals will follow the professional ethics required by the individual's licensing body.

V. CORPORATE COMPLIANCE AND LEGAL SERVICES DEPARTMENT REVIEW, APPROVAL AND ASSISTANCE:

Any exception, change or deviation from this Policy must be reviewed and approved by the BJC Corporate Compliance Department and/or the BJC Legal Services Department. These Departments will be available to answer any questions and to provide assistance and advice to BJC employees concerning this Policy. Questions regarding specific terms, situations, or problems may be forwarded to the BJC Corporate Compliance Department or BJC Legal Services Department for assistance and advice.

RECOMMEND BY: BJC Corporate Compliance
BJC Legal Services

EFFECTIVE: February, 2014

AUTHORIZED BY: 
Sarah E. Terrace
Vice President and Associate General Counsel