

WHISARD Compliance Action Report

FLSA

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
Failure to pay Minimum Wage / Agree to Comply	78	78	\$76,560.41	\$76,560.41	\$0.00	\$0.00	
Failure to pay proper overtime / Agree to Comply	54	54	\$45,871.68	\$45,871.68	\$0.00	\$0.00	
Failure to keep accurate records / Agree to Comply	1	0	\$0.00	\$0.00	\$0.00	\$0.00	
FLSA Totals:	79	79	\$122,432.09	\$122,432.09	\$0.00	\$0.00	
Total Violations Under FLSA:		133					\$0.00

FMLA

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
No Violation found for this act / Compliance (no violations found)					\$0.00	\$0.00	
FMLA Totals:	0	0	\$0.00	\$0.00	\$0.00	\$0.00	

* CMPs computed do not necessarily indicate CMPs assessed.

Unduplicated Employees Found:	79	Unduplicated Employees Agreed:	79
Total Amount BWs Computed:	\$122,432.09	Total Amount BWs Agreed:	\$122,432.09
Total Amount LDs Computed:	\$0.00	Total Amount LDs Agreed:	\$0.00

WHISARD Compliance Action Report

FMLA

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
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Conclusions & Recommendations:

242.5 hrs. Ent Cov 203(s)(1)(C) - Public Agency (b)(6); (b)(7)(C); (b)(7)(D)

MW & OT viols due to coerced volunteer work & ER failure to pay for required training time. Add'l OT viols due to bonuses not included in RR. RK viols. No CL viols. No FMLA viols. FC w/ ER's outside counsel & ER reps on 11/9/2021. On 12/13/2021, ER ATC/ATP by 12/31/2021. Rec close w/ PoP.

WHI Signature: _____

(b)(6); (b)(7)(C)

Digitally signed by (b)(6); (b)(7)(C)
Date: 2021.12.14 12:30:30 -05'00'

Reviewed By: _____

KENNETH FLOYD

Digitally signed by KENNETH FLOYD
Date: 2021.12.15 10:11:07 -05'00'

FLSA NARRATIVE

Jacksonville Beach Ocean Rescue
dba City of Jacksonville Beach
2 Oceanfront N
Jacksonville Beach, FL 32250
Telephone: (904) 270-1685
EIN: 59-6000343

Local Filing #: 2021-648-00947
Case ID: 1937566

Employer Representative: Ms. Cindy A. Townsend, Partner
Roper, P.A.
2707 E Jefferson St.
Orlando, FL 32803
Telephone: (407) 897-5150
Email: (b)(6); (b)(7)(C)@roperpa.com

COVERAGE

The subject of this investigation was the Ocean Rescue Division of the City of Jacksonville Beach, which is referred to as Jacksonville Beach Ocean Rescue (“JBOR”).

The City of Jacksonville Beach (the “City”) was formed as an independent municipal government in Duval County, Florida, in 1968. Policymaking and legislative authority for the City rests with a seven-member City Council consisting of the Mayor, three Council members elected at large and three Council members elected by district. The Council appoints the City Manager, who acts as the Chief Administrative Officer of the City and is charged with carrying out the policies made by the Council, managing the day-to-day operations of the City and hiring City employees. The current City Manager is Mike Staffopoulos. (See [City Government Web Page](#))

JBOR is a division of the City’s Parks and Recreation Department. The director of the Department is currently Jason Phitides. (See [JBOR Officers Directors Supervisors 2014 - Present](#)) According to the City website, JBOR is a certified Advanced Ocean Rescue Lifeguard Agency of the United States Lifesaving Association (“USLA”). As a certified first response agency, the Ocean Rescue Division is comprised of Lifeguards, Emergency Medical Technician (“EMT”) Lifeguards, and Command Officers (all of whom are Florida licensed EMTs as well). (See [Ocean Rescue Lifeguards Web Page](#))

Number of Employees: The City had a total of 407 employees at the end of the investigative period. (See [Email re City Data](#)) JBOR had 30 employees on the payroll at that time. (See [Payroll Register 2019-04-12 to 2021-03-26](#)) Generally, JBOR has approximately 25 employees working during the fall through early spring (the “off-season”) and 70 to 100 employees working during the busier season, which runs from late spring through the summer. (See (b)(6); (b)(7)(C))

Enterprise Coverage: Enterprise coverage under FLSA Section 203(s)(1)(C) was applicable for the entire investigative period, as the employer is a municipal government entity, which is a public agency as defined under FLSA Section 203(x).

Scope of Investigation: This case was opened as an office audit due to the restrictions on on-site visits during the COVID-19 pandemic.

Section 203(d) Employer: Captain Robert Emahiser is the Supervisor in charge of JBOR, and as such, he meets the definition of a 203(d) employer. (See [JBOR Officers Directors Supervisors 2014 - Present](#))

Period of Investigation: The period of investigation was the 104 workweeks beginning 3/25/2019 and ending 3/21/2021.

MODO: JBOR operates out of the American Red Cross Life Saving Corps Station (the “Station”), which is located on the beach at the above address. The main City offices are located at 11 N 3rd Street, Jacksonville Beach, FL 32250. Both locations lie within the jurisdiction of the WHD Orlando District Office. The Investigator requested a new MODO record, which was established as MODO ID #90488. (Note: A previous investigation of JBOR, Case ID 1922225, was mistakenly associated with the City of Jacksonville, MODO ID #59622, which is a different municipality than the City of Jacksonville Beach.) (See [MODO Record ID Request](#)) The MODO’s standing instructions for the current case were “Associate case in WHISARD with this office. Handle case locally and contact the MODO if systemic violations found.” (See [MODO Association](#))

Employment Relationship and Mapping: In order to provide City residents and visitors with year-round ocean rescue and lifeguard services, the City has, for many years, had an agreement with an organization currently known as the Volunteer Life Saving Corps (or the “Corps,” hereinafter referred to as “VLSC”). Like JBOR, VLSC is an advanced lifeguard agency certified with USLA. (See [Ocean Rescue Lifeguards Web Page](#)) This agreement provides for the joint supervision of approximately 4.1 miles of municipal oceanfront, with VLSC volunteers providing staffing for the oceanfront Station and the beach lifeguard towers on Sundays and City-recognized holidays and JBOR employees providing such staffing on all other days. Pursuant to the agreement, VLSC also provides, without cost, training and certification of JBOR’s beach and open water lifeguard candidates. (See [Agreement between VLSC and City](#))

While VLSC purports to be entirely separate from JBOR, the investigation found that, in practice, VLSC served as a “gatekeeper” for employment with JBOR in that virtually all of the individuals who were employed by JBOR during the investigative period were members of VLSC, and these individuals were required to “volunteer” to provide unpaid beach lifeguard services through VLSC for a time in order to obtain paid work for JBOR. Indeed, there was so much crossover in the supervisory leadership of the two organizations, and there was so much pressure placed upon JBOR employees to provide the volunteer lifeguard services, that the investigation found that hours worked as VLSC lifeguards on Sundays and holidays were effectively uncompensated hours worked for the City. In other words, there was a *de facto* employment relationship between JBOR and the lifeguards with respect to these volunteer hours.

Statutory and Regulatory Framework

FLSA Section 203(e)(4)(A) provides that the term “employee” does not include any individual who volunteers to perform services for a public agency “if— (i) the individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and (ii) such services are not the same type of services which the individual is employed to perform for such public agency.”

Regulation 553, Subpart B, defines the circumstances under which individuals may perform hours of volunteer service for public agencies without being considered to be their employees during such hours for purposes of the FLSA. Section 553.101(b) of the regulation states that “Congress did not intend to discourage or impede volunteer activities undertaken for civic, charitable, or humanitarian purposes, but expressed its wish to prevent any manipulation or abuse of minimum wage or overtime requirements through coercion or undue pressure upon individuals to ‘volunteer’ their services.” Thus, the regulation further provides:

29 CFR Section 553.101 –

(c) Individuals shall be considered volunteers only where their services are offered freely and without pressure or coercion, direct or implied, from an employer.

(d) An individual shall not be considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

WHD Field Operations Handbook (“FOH”) and Opinion Letters

FOH Section 10b03 discusses the nature of volunteer services which, by themselves, are not considered to create an employment relationship. This section provides that, where an organization has an employee performing compensated services subject to the FLSA, such employee is entitled to the statutory wages for all hours worked in the workweek, except for certain circumstances where the employee may donate services as a volunteer. This section provides examples where employees may provide volunteer services that are of a different nature than their compensated services, in which case the time spent as a volunteer is not considered to be compensable work.

FOH Section 10b31 applies the above principles to certain governmental activities, providing that no employer-employee relationship exists with respect to volunteer services for a public agency where:

- a person performs such volunteer services without promise or expectation of compensation;

- the services are performed at hours that suit the person's own convenience, whether by schedule or otherwise;
- no regular employee is replaced in the performance of normal duties, with respect to such time; and
- the person is not performing essentially the same duties as both an employee and a volunteer.

This FOH section further provides that the volunteer activity may be performed on the employer's premises so long as it is not done during any time the employee is required to be on the premises and the control exercised by the employer is only minimal.

On 11/27/2001, WHD issued Opinion Letter FLSA2001-19, which addressed the question of whether career firefighters employed by a county must be compensated if they perform volunteer work for independent non-profit volunteer fire and rescue corporations located in the same county. Relying upon the findings of a Fourth Circuit federal court case, *Benshoff v. City of Virginia Beach*, 180 F.3d 136 (4th Cir. 1999), WHD opined that the separately incorporated private fire and rescue departments were independent from the county and that, provided the firefighters volunteered for the fire and rescue corporations freely and without coercion, the FLSA did not require the county to pay the firefighters for their volunteer time. WHD thus withdrew a number of opinion letters previously issued to this and other public agencies on the same question that had come to the opposite conclusion. (See Opinion Letter FLSA2001-19)

On 12/18/2008, WHD reiterated its new position in another context with Opinion Letter FLSA 2008-13, opining that paid emergency medical technicians ("EMTs") employed by a county may volunteer to provide the same services for a local volunteer emergency crew under the FLSA. In this letter, WHD pointed out that "individuals can qualify as volunteers if they either volunteer for a different public agency *or* perform services for the same agency different from those they are otherwise employed to perform." As in *Benshoff* and in Opinion Letter FLSA 2001-19, the opinion was based on the assumption that the EMTs "offer their services freely and without coercion, direct or implied, from the employer" and that they do so for "civic, charitable, or humanitarian purposes...without expectation of compensation." (See Opinion Letter FLSA2008-13)

Following the analysis in *Benshoff*, both of the above Opinion Letters focused on whether the volunteer organizations were indeed separate from the corresponding public agencies or, alternatively, whether the public agency's activities relative to the volunteers and/or the volunteer organization resulted in a *de facto* employer-employee relationship between the public agency and the individuals who volunteered. In each case, it was noted that there was no evidence of coercion and no evidence that the volunteer organization operated as a "sham" corporation that was placed between the employees and the public agency to avoid the compensation provision of the FLSA. Further, it was noted that it was irrelevant that the volunteers rendered their volunteer services "for the benefit of" the public agency.

Background

VLSC was formerly a chapter of the American National Red Cross (the “Red Cross”), which provided volunteer lifeguard services to this stretch of beach prior to the formation of the City. (See Notes from Telephone Calls with VLSC Rep and Emails re VLSC History and Documents) The Red Cross still owns the Station and the land on which it is located, but on 7/26/2001, the chapter separated from the Red Cross and registered as a not-for-profit corporation in the State of Florida under the name “Jacksonville Beach Lifeguard Foundation, Inc.” (See Sunbiz Printout - VLSC, VLSC Articles of Incorporation - Original and Notes from Telephone Calls with VLSC Rep) The organization’s name was changed to “Volunteer Life Saving Corps, Inc.” on 7/17/2014. (See VLSC Articles of incorporation - Amended)

The City has an agreement with the Red Cross for utilization of the Station, under which the City pays the costs of electricity, water and other utilities for the Station. Both JBOR and VLSC conduct their ocean rescue and lifeguard activities from the Station. VLSC utilizes the Station facilities and the City-owned lifesaving equipment, lifeguard towers and vehicles free of charge. VLSC has no lifesaving equipment or vehicles of its own. JBOR and VLSC are each responsible for cleaning the Station and maintaining the equipment while they are on duty. Under the agreement between the City and VLSC, the City provides the auto insurance for the vehicles, and VLSC must provide general liability insurance in the amount of \$1,000,000 (naming the City as an additional insured) for volunteers working under VLSC’s direction and control and within the scope of their VLSC duties. (See Agreement between VLSC and City)

According to its Amended and Restated Articles of Incorporation, VLSC was formed for educational and charitable purposes (as described in Section 501(c)(3) of the Internal Revenue Code), and its activities are limited to the following:

“(a) to provide educational, recreational and social benefits to minors and others who will serve the Jacksonville Beach community as current and future lifeguards; (b) to maintain a group of individuals thoroughly trained in life saving and first aid and to post those individuals as volunteer lifesavers at Jacksonville Beach, Florida; (c) allow individuals and entities to support life saving activities in the Jacksonville Beach community through financial contributions; and (d) such other educational or charitable activities which are related to the above described activities, to the extent permitted by the other provisions of these Articles.” (See VLSC Articles of incorporation - Amended)

The VLSC conducts certain charitable and fundraising activities in the community as well as social and recreational activities for its members that are separate and apart from the City. (See

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) However, as explained previously, VLSC volunteers provide ocean rescue and lifeguard services on Sundays and City-recognized holidays that the investigation found are compensable as hours worked for the City and are thus subject to the FLSA minimum wage and overtime provisions.

Factors Considered

The following factors were considered in making the determination that the ocean rescue and lifeguard services provided by the VLSC “volunteers” on Sundays and holidays were hours worked for the City:

- 1) Whether the individuals who performed ocean rescue and lifeguard services through the VLSC on Sundays and holidays were performing the same services as they did when working for JBOR on the other days of the week;
- 2) Whether the City’s and/or JBOR’s involvement with the VLSC and its volunteers was sufficient to render the two organizations as not entirely separate; and
- 3) Whether the volunteer services were offered freely and without pressure or coercion, direct or implied, from the City and/or JBOR.

Factor 1: The services the lifeguards perform for JBOR and VLSC are the same.

As noted above, both JBOR and VLSC operate out of the same Station and utilize the same equipment and vehicles. (See [Agreement between VLSC and City](#)) On the City’s website, the two groups of lifeguards are together referred to as the “Ocean Rescue Lifeguards.” (See [Ocean Rescue Lifeguards Web Page](#)) According to JBOR employees who are also VLSC volunteers, the beach lifeguard activities are the same whether performing paid work for JBOR or unpaid volunteer work through VLSC. The operational procedures, beach practices, medical protocols, and even the patient care forms are the same. The only differences are in the command structure and the uniforms worn by the lifeguards. Several of those interviewed also mentioned that there are more lifeguards working the beach on the volunteer days and that they are generally required to work longer hours on the volunteer days than on the paid days. (See (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)

Factor 2: JBOR and VLSC are so intertwined that the organizations are not separate; VLSC acts as a gatekeeper for JBOR employment.

According to its Constitution, VLSC is governed by a Board of Directors (the “Board”) consisting of 9 to 22 individuals, which include one current and one past VLSC Captain, one medical doctor, one elected public official, one representative of the Red Cross, and three former (“retired”) VLSC lifeguards. The remaining members are selected from current VLSC lifeguards and general members. (See [VLSC Life Saving Constitution](#)) Significantly, the current mayor of the City, Christine Hoffman (who was elected mayor on 11/3/2020), has served on the VLSC Board since 2018. (See [Mayor and City Council and VLSC Board 2013 to Present](#))

The VLSC staff consists of a Captain, a Lieutenant, an Instructor, an Assistant Instructor, up to three Mates, up to three Quartermasters, and up to three Registrars, all of whom are elected annually by the VLSC members. (See [VLSC Life Saving Constitution](#) and [VLSC Officers 2013 to Present](#)) The JBOR leadership (officers) consists of a Supervisor (also referred to as the “JBOR Captain”), an Assistant Supervisor and three to four Lieutenants. (See [JBOR Officers Directors Supervisors 2014 - Present](#)) An analysis of the leadership of both organizations from 2014 to the

present shows that a number of JBOR officers have held significant positions on the VLSC staff, sometimes concurrently. Most notably, Maxwell Ervanian, who has served as a Lieutenant with JBOR since 2/13/2017, has served in various staff positions with VLSC since 2014. He has been the VLSC Captain for two out of the last three years (2018-2019 and 2020-2021), and he was the VLSC Lieutenant during the intervening year (2019-2020). (b)(6); (b)(7)(C) who has been the JBOR Assistant Supervisor since 6/1/2020, was the VLSC Lieutenant for the 2020-2021 year. (See Analysis of City and VLSC Common Leadership) Both JBOR and VLSC also utilize the same medical officer, Dr. Andrew Schmidt. (See JBOR Standard Operating Guidelines, pp. 2 and 59, and VLSC Board 2013 to Present)

In order to work for JBOR or to volunteer through VLSC, lifeguard candidates must attend the new recruit training provided by VLSC. This training, which is generally offered once in the winter and once in the spring, lasts 12-weeks and involves physical training, classroom training and operations on the beach. The instructors are VLSC volunteers, but many of them either work for JBOR concurrently or at one time worked for JBOR. The training is free, but the recruits do not receive any pay for the time spent in training. During this period, the recruits train all day (about 10 hours) every Sunday and for about 3 to 5 hours every Tuesday evening. Different recruit classes have also been required to attend additional training sessions on other days of the week. (See (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

and (b)(6); (b)(7)(C)

At the end of the training, the recruits receive the certifications required by USLA and they are initiated into the VLSC. Historically, the VLSC initiation has involved certain hazing rituals, as well as voluntary attendance at a “House Party” where recruits have been subjected to physical abuse (referred to as the “belt line”) in order to help gain “seniority” with the VLSC. (See

(b)(6); (b)(7)(C)

and (b)(6); (b)(7)(C)

and (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Having VLSC seniority (as will be discussed later) affords the lifeguards certain preferential treatment with respect to their VLSC duties as well as their work with JBOR. (See (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) After completing the initiation and paying their \$50 annual VLSC membership dues, recruits that are at least 16-years-old may then apply to work for JBOR.

(b)(6); (b)(7)(C)

(See (b)(6); (b)(7)(C)

The lifeguards must “recertify” annually in the spring before the start of each new season in order to retain employment with JBOR and to continue to serve as lifeguards for VLSC. This involves participation in an additional four to five days of unpaid training through VLSC (which

generally takes place on Sundays) and passing an examination to demonstrate their physical condition and swimming proficiency. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) According to several of those who were interviewed, lifeguards who are not active members of the VLSC may not recertify and, therefore, will not be able to work for JBOR during the following season. (See (b)(6); (b)(7)(C)) (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)

Factor 3: JBOR employees are coerced into providing “volunteer” services through VLSC.

The investigation found that there were some VLSC members who volunteered their services without obtaining employment with JBOR, but nobody obtained employment with JBOR without serving as a VLSC volunteer. Although the City required the JBOR applicants to sign statements acknowledging that they were not required to volunteer with any other agency and that failure to volunteer with the VLSC would not affect their employment with the City, the investigation found that, in practice, this was simply not true. (See Attorney Letter with Sample Volunteer Statements and (b)(6); (b)(7)(C))

A review of the JBOR payroll records revealed that all but one of the JBOR employees who worked during the investigative period were either active volunteers with the VLSC at the time of their employment or they had served as volunteer lifeguards for a sufficient number of years and number of hours each year to earn their status as “retired” VLSC members, as explained below. (See WH-55 Computation Spreadsheets, EE Service Data tab) The one individual who continued to work for JBOR after his VLSC membership became “inactive” in 2020 was (b)(6); (b)(7)(C) (short of what was needed to “retire”) before he became a JBOR Lieutenant in January 2020. (See VLSC Service Points 2019-2020 and JBOR Officers Directors Supervisors 2014 - Present) The Investigator was only able to conduct a partial interview with (b)(6); (b)(7)(C) due to his scheduling constraints and was, therefore, unable to determine whether there were special circumstances that allowed for his continued employment with JBOR into 2021. (See (b)(6); (b)(7)(C))

Although some of the lifeguards interviewed (particularly retired VLSC members) claimed that they volunteered wholly or in part for altruistic purposes (see (b)(6); (b)(7)(C)) to gain experience for future careers (see (b)(6); (b)(7)(C)) or just for fun (see (b)(6); (b)(7)(C)) and (b)(6); (b)(7)(C)) most of the lifeguards explained that they only volunteered for VLSC because they were required to do so in order to obtain current or future paid hours working for JBOR. (See (b)(6); (b)(7)(C))

In order to retain status as an “Active Member” of the VLSC, the lifeguards (referred to as “surfmen” in the VLSC Constitution) are required to: (See VLSC Life Saving Constitution, p. 10)

- Pay \$50 in annual membership dues,
- Regularly attend VLSC meetings (which are held weekly during the peak season and less frequently during the off-season)
- Pass annual recertification tests, and

- Regularly take part in the work of the VLSC “to the satisfaction of [VLSC] Staff”

The members receive one point for each hour of volunteer work for VLSC. Active Members must earn at least 75 points during each active beach season; however, 100 points is required for the entire year in order to receive credit for a year of VLSC service (referred to as a Credit Year”), and the member must complete the season (regardless of the number of points earned) unless granted a leave of absence by VLSC Staff. A member who earns 150 or more points in a year (at least 56 of which must be earned for beach lifeguard duty) is credited with a “Premium Year.” (See VLSC Life Saving Constitution, p. 11)

Under ordinary circumstances, an active member in good standing may be “Honorably Retired” as follows: (See VLSC Life Saving Constitution, p. 11 and (b)(6); (b)(7)(C))

- After 10 Credit Years,
- After 8 Credit Years with the approval of VLSC Staff, or
- After 8 Premium Years

Being honorably retired essentially means that the member no longer has to perform volunteer service to retain their VLSC membership or, significantly, to work for JBOR. If they are going to continue to work for JBOR, however, they do still need to recertify each year through VLSC. (See (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C))

Although, officially, the lifeguards only have to volunteer 100 hours per year to obtain a credit year to maintain their VLSC membership, in reality they must volunteer much more in their first few years after recruitment if they want to work for JBOR. According to most of the employee interview statements, first year recruits are required to “volunteer” every Sunday and holiday during the peak season for about 10 hours per day. During the off-season, they generally may be able to take some Sundays off. By their second or third year, depending upon how many volunteers are available, they may only be scheduled to volunteer every other Sunday and some holidays. Over time, as they accumulate more years of VLSC seniority, the number of volunteer hours required each year is less. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)

A review of VLSC’s records of volunteer hours credited to each of the members who were employed by JBOR during each year in the investigative period supports these statements. The records show that new recruits generally had over 400 volunteer hours in their first year. Those in their second year generally had over 300 hours, and each year thereafter the number of hours gradually went down until most were volunteering about 100 to 150 hours per year by their fourth year. The few exceptions were members who served on the VLSC Staff in certain years, who had more than the average number of volunteer hours in those years. (See WH-55 Computation Spreadsheets, EE Service Data tab)

According to some employee interview statements, if a JBOR employee who has a full-time position for the summer quits volunteering prior to reaching VLSC retirement status, that employee can continue to work for JBOR through the end of the current summer season, but they are not likely be scheduled for paid shifts during the off-season, and they would have to request

reinstatement as a VLSC member to recertify to work for the next season. Such reinstatement would be very difficult, as it would have to be approved by the VLSC Staff before going to the membership for a vote, and, as described below, there is hostility among the membership toward those who do not volunteer. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) None of those who were interviewed were aware of anyone who had been reinstated after having refused to volunteer.

(b)(6); (b)(7)(C)

other senior VLSC members had explicitly stated this. (See (b)(6); (b)(7)(C)) Others who were interviewed indicated that it was simply understood among the lifeguards that this was the case. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) In the words of one of the lifeguards, it was “strongly, heavily and non-verbally implied.” (See (b)(6); (b)(7)(C)) Even if a lifeguard was not immediately terminated from JBOR for failing to volunteer, all of the positions with JBOR, except for the officers, were considered temporary positions, so it was easy for JBOR to simply not schedule a lifeguard for paid shifts if he/she stopped volunteering. (See (b)(6); (b)(7)(C)) and (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

described the preference that JBOR has, for many years, given to lifeguards that have VLSC seniority. These lifeguards are more likely to get the full-time paid shifts for the summer; they have priority in picking what shifts they want to work; and they are given preference in signing up for substitute and fill-in shifts for JBOR. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) Having VLSC seniority also means having preference for signups on the daily “guard sheets” for both JBOR shifts and VLSC volunteer shifts. The guard sheets reflect the assignments for each of the lifeguards that are on duty each day – which guard tower each lifeguard will work and other additional duties, as well as who will work at the Station out of the sun. Those who are more senior are also given preference when shifts are cut early on rainy days (i.e. for paid shifts, they would get to stay longer and for volunteer shifts they would be able to leave early) (See (b)(6); (b)(7)(C)) and

(b)(6); (b)(7)(C)

Reportedly, in recent years, JBOR leadership has attempted to put more weight on other factors, such as the lifeguard’s performance in the annual Run-Swim-Run Lifeguard Competition and seniority with JBOR in making these selections; however, it remains a “gray area” due to pressure and resistance to this from the VLSC membership. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C)

(See (b)(6); (b)(7)(C))

The need for JBOR employees to remain in good standing and gain seniority with VLSC has also been enforced through pressure and hazing from other VLSC members, particularly those who have been around long enough to have, themselves, put in many volunteer hours. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) Reportedly, if a lifeguard is a “no-call, no show” for a volunteer shift, they will be dishonorably discharged from the VLSC, and JBOR will let them go as well. If a lifeguard is disciplined by the VLSC, they might be suspended for a few days from JBOR shifts or even, in some cases, discharged. (See (b)(6); (b)(7)(C))

This might even happen when a lifeguard just raises objections to VLSC policies or practices. (See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C)

(See (b)(6); (b)(7)(C))

(b)(6); (b)(7)(C)

of volunteer service for retirement from VLSC) in part because she complained to the City Human Resources Department about certain VLSC hazing rituals. (See (b)(6); (b)(7)(C))

EXEMPTIONS

No exemptions were applicable, as the investigation was limited to JBOR, and all JBOR employees (including the officers) were hourly-paid.

STATUS OF COMPLIANCE

History: There was one prior investigation of JBOR (Case ID #1922225). (See WH-51 Prior Case) The investigation was initiated in October 2020 based

(b)(6); (b)(7)(C); (b)(7)(D)

(See for Prior Case)

did not disclose FLSA violations.

Reason for Investigation: The current investigation was opened in March 2021

(b)(6); (b)(7)(C); (b)(7)(D)

(See WH-

53 Case Registration)

(b)(6); (b)(7)(C); (b)(7)(D)

FLSA Section 206 – Minimum Wage: As explained in the COVERAGE – Employment Relationship and Mapping section, above, the current investigation found that the “volunteer” work the JBOR employees performed on Sundays and holidays was a condition for employment with JBOR on the other days of the week. Further, because JBOR and VLSC were so intertwined as to blur the distinction between the two entities, because the nature of the volunteer work through VLSC was identical to the paid work for JBOR, and because the volunteer work

was performed under pressure or coercion, direct or implied, by JBOR, this “volunteer” work was actually hours worked for JBOR and was, therefore, subject to FLSA minimum wage requirements.

In addition to the above volunteer work, JBOR employees were required to attend training through VLSC each year to obtain the recertification that was necessary to retain employment as lifeguards with JBOR. The time spent in these training sessions was credited as VLSC volunteer time and was uncompensated. This training time did not meet two out of the four criteria under Reg. Section 785.27 that are required in order for it to be excluded from hours worked under the FLSA because 1) the training was **not** voluntary, and 2) the training **was** directly related to the employees’ jobs. Therefore, this time was also subject to FLSA minimum wage requirements.

Thus, in those workweeks where an employee’s straight time pay from JBOR divided by the total of their paid and volunteer hours worked was less than \$7.25, a minimum wage violation was cited. A total of \$76,560.41 in back wages was computed for 78 employees for these minimum wage violations.

Method of Back Wage Computations

The Investigator performed the back wage computations using the City’s biweekly payroll records to determine each employee’s weekly straight time pay and paid hours worked and using a combination of employee interview statements and VLSC records to reconstruct the weekly “volunteer” hours worked, as follows:

- 1) The payroll records were reviewed to determine the range of dates during the investigative period (the first pay date and the last pay date) that each employee was on the City’s payroll. (See Payroll Register 2019-04-12 to 2021-03-26 and Pay Periods)
- 2) The VLSC membership records were reviewed to determine which recruit class each employee attended, how many years of VLSC credited volunteer service that each employee had prior to the beginning of the investigative period, the number of credited volunteer hours each employee had each year during the investigative period, and the employee’s VLSC status as active or “retired.” (See VLSC Service Points 2018-2019, VLSC Service Points 2019-2020 and VLSC Service Points 2020-2021 (thru March))
- 3) The City did not provide a record of weekly hours worked, and the payroll records only broke down the weekly hours when the employee worked overtime in one of the applicable workweeks. For this reason, unless so indicated, the biweekly hours reported in the payroll records for each employee was divided in half to approximate the number of paid hours worked each week in the pay period, except where the employee’s total biweekly hours was less than 8, in which case all of the hours were attributed to only one of the workweeks in the pay period.
- 4) The Investigator then developed a template reflecting the VLSC basic volunteer work hours based on a review of JBOR work schedules for the corresponding weeks. The schedules indicated that JBOR employees worked 10 hours per day during the 10-week summer season from early June through mid-August and 8 hours per day during the rest

of the year. It was also noted that there was a period of 3 weeks, 3/23/2020 through 4/19/2020, during the beginning of the COVID-19 pandemic where few or no hours were scheduled. (See [JBOR Work Schedules](#)) Volunteers were assumed to be scheduled for the same hours on the Sundays and holidays during the corresponding periods, plus 10 hours per day for the Memorial Day and Labor Day weekends. (See [WH-55 Computation Spreadsheets](#), VLSC Basic Schedule tab)

- 5) Four new templates were then created by modifying the basic template to reflect scenarios where employees volunteered differing numbers of hours per year. The schedules for each scenario were partially reconstructed from employee statements and partially reconstructed by backing into the number of weekly volunteer hours that would add up to the annual totals reflected in the VLSC records. (Note VLSC records were based on its fiscal year, October to September.) The four reconstructed templates were as follows:
 - a. Employees who were credited with approximately **400 or more volunteer hours** per year were assumed to have worked as follows: (See [WH-55 Computation Spreadsheets](#), 400+ Hrs Per Yr tab)
 - April – September: Every Sunday and every holiday
 - October – March: 2 out of 3 Sundays and 2 out of 3 holidays
 - b. Employees who were credited with approximately **300 or more volunteer hours** per year were assumed to have worked as follows: : (See [WH-55 Computation Spreadsheets](#), 300+ Hrs Per Yr tab)
 - April – September: 2 out of 3 Sundays and every holiday
 - October – March: Every other Sunday and 2 out of 3 holidays
 - c. Employees who were credited with approximately **200 or more volunteer hours** per year were assumed to have worked as follows: : (See [WH-55 Computation Spreadsheets](#), 200+ Hrs Per Yr tab)
 - April – September: Every other Sunday and 2 out of 3 holidays
 - October – March: 1 out of 3 Sundays and 1 out of 3 holidays
 - d. Employees who were credited with approximately **100 or more volunteer hours** per year were assumed to have worked as follows: : (See [WH-55 Computation Spreadsheets](#), 100+ Hrs Per Yr tab)
 - April – September: 1 out of 4 Sundays and 1 out of 3 holidays
 - October – March: 1 out of 5 Sundays and no holidays
- 6) The volunteer hours were attributed to each employee as hours worked for JBOR, using the applicable templates(s), for the entire time that the respective employee appeared on the City’s payroll, with the following adjustments:

- a. Employees who were retired from VLSC prior to the investigative period were excluded from the computations entirely, and employees who retired at some point during the investigative period were excluded for the period after their retirement. This was based on the finding that employees were no longer required to volunteer once they had retired.
- b. A few individuals who volunteered very few hours and/or only worked for the JBOR for 1 or 2 pay periods out of the 2-year investigative period were also excluded from the computations, as it would appear they volunteered for some reason other than to secure employment with JBOR.
- c. Individuals who graduated with the Winter 2020 recruit class, who did not appear on the City's payroll until July 2020, were assumed to have volunteered starting at the beginning of June 2020 in anticipation of (and as a requirement for) JBOR employment during the rest of the summer. Likewise, those who graduated with the Spring 2019 recruit class, who did not appear on the City's payroll until May 2020, were assumed to have volunteered starting in mid-March 2020.
- d. Individuals who graduated from recruit classes prior to the investigative period were assumed to have volunteered from the beginning of the investigative period in order to begin (or retain) JBOR employment for the upcoming season.
- e. The total number of volunteer hours listed for employees who only worked part of the VLSC fiscal year was annualized before applying the templates described in Step 5.
- f. For those employees who also served voluntarily as VLSC staff members, the number of volunteer hours credited as hours worked for JBOR was reduced by the approximate number of extra volunteer hours they would have incurred working exclusively for VLSC.
- g. For active employees who were not retired from the VLSC who had few volunteer hours during the off-season, October 2020 to March 2021, the VLSC guard sheets were used to determine the actual days of volunteer service. (See VLSC Guard Sheets 2019-12-29 to 2021-03-21)
- h. No volunteer hours were credited for the weeks ending 3/29/2020 through 4/12/2020, during which time very little lifeguard coverage was provided due to the COVID-19 pandemic.
- i. No volunteer hours were credited to employees who were on leave from JBOR under the Families First Coronavirus Response Act ("FFCRA") for the period of such leave (as indicated on the JBOR payroll records)
- j. No volunteer hours were credited to an employee as hours worked once the employee dropped off the City payroll completely.

After reconstructing the paid and volunteer hours worked by each employee each workweek, as described above, the Investigator computed the back wages due each week for the minimum wage violations as follows:

- City paid hours + VLSC Sunday hours + VLSC holiday hours = Total hours worked
- City paid hours x Hourly rate = Total ST paid
- (Total hours worked x \$7.25) – Total ST paid = MW due [if > \$0.00]

FLSA Section 207 – Overtime: As explained above, the investigation determined that “volunteer” hours worked through VLSC on Sundays and holidays were compensable hours worked for JBOR. In addition, training hours required for the annual lifeguard recertifications were also compensable. Overtime violations were thus cited in those workweeks where an employee’s uncompensated volunteer and/or recertification training hours, when added to his/her paid hours, was over 40.

The investigation also found that, in or about October of each year, the City would pay a \$500.00 “annual salary supplement,” to certain employees who worked through the previous 10-week summer season (the first week in June through mid-August). (See Payroll Register 2019-04-12 to 2021-03-26 and (b)(6); (b)(7)(C)) The City failed to go back and determine if additional overtime was due when including this non-discretionary bonus in the regular rate in weeks where overtime was worked. Thus, additional overtime violations were cited.

A total of \$45,871.68 in back wages was computed for 54 employees for these overtime violations.

Method of Back Wage Computations

The Investigator performed the back wage computations by first reconstructing the City-paid hours worked and the uncompensated “volunteer” hours worked, using the methodology described in the Minimum Wage section, above. For those employees who received bonuses, the bonus was divided by the number of summer workweeks for which it was earned and allocated back to those weeks. Then, *for each workweek in which the total of the paid and unpaid hours worked was greater than 40*, the additional overtime due was computed as follows:

- VLSC Sunday hours + VLSC holiday hours = Unpaid hours
- City paid hours + Unpaid hours = Total hours worked
- (Hourly rate x Unpaid hours) – MW due [as computed above] = Add’l ST due
- Total hours worked – 40 = Total OT hours
- Total hours worked – (Greater of: City paid hours OR 40) = Unpaid OT hours
- Unpaid OT hours x 0.5 x Hourly rate = Add’l 1/2T OT premium due for unpaid hours
- Total bonus / 10 weeks = Allocated weekly bonus
- (Allocated weekly bonus / Total hours worked) x 0.5 x Total OT hours = Add’l 1/2T premium due on bonus
- Add’l ST due + Add’l 1/2T OT premium due for unpaid hours + Add’l 1/2T premium due on bonus = Total OT due

FLSA Section 211 – Recordkeeping: Recordkeeping violations were cited due to the City’s failure to maintain a record of compensable “volunteer” hours worked and compensable training time, as well as the failure to correctly compute and record overtime wages due.

FLSA Section 212 – Child Labor: No child labor violations were found. JBOR frequently employs 16 and 17-year-old minors as lifeguards, which is not a hazardous occupation under the FLSA. There was only one minor employed during the profile pay period. (See [JBOR Employee List](#))

Family and Medical Leave Act (“FMLA”): The City had 50 or more employees for each working day during each of 20 or more calendar workweeks in both the current and preceding calendar years; thus, it was a covered employer pursuant to FMLA Reg. Section 825.104 during the entire investigative period. The City’s FMLA policy was reviewed during the prior investigation of JBOR (Case ID #1922225), and no violations were found.

DISPOSITION

The Investigator conducted the final conference with the employer by teleconference over Microsoft Teams on 11/9/2021. City representatives that attended the meeting were: Cindy Townsend, outside counsel from the Roper, P.A. law firm, Sandra Robinson, City Attorney, Elise Brosch, Paralegal, Jason Phitides, Director of Parks and Recreation and Maxwell Ervanian, JBOR Lieutenant and lifeguard. The parties informed the Investigator that Robert Emahiser, the JBOR Captain/Supervisor, could not attend because he was on vacation. Since Mr. Ervanian is the VLSC Captain as well as a JBOR Lieutenant, the Investigator asked for clarification as to the capacity in which he was attending, and the parties replied that he was attending on behalf of the City. It was noted that Mr. Phitides and Mr. Ervanian did not have access to a working microphone, so they attended the meeting in listen-only mode.

After introductions, the Investigator began the meeting by briefly explaining the fact that the current investigation was opened shortly after the previous case was closed when new information came to light that indicated WHD should investigate further. The Investigator indicated that the investigative period for the current investigation was the two-year period (104 workweeks) ending with the last completed payroll prior to the initiation of the investigation, which was 3/25/2019 through 3/21/2021. The Investigator also briefly explained that the City is subject to enterprise coverage as a public agency under the FLSA, which means that all of its employees who are not otherwise exempt are entitled to the FLSA minimum wage, overtime, and child labor protections.

The Investigator then explained that the primary focus of the current investigation was to make a determination as to whether or to what extent the “volunteer” lifeguard services that VLSC members perform(ed) on behalf of the City, particularly on Sundays and City-recognized holidays, are/were hours worked for the City. The Investigator advised that the investigation found that these “volunteer” hours were not, in fact, performed on a voluntary basis, but were rather performed under coercion, direct or implied, by JBOR and VLSC officials (who were often the same people) as a condition for employment with the City. In this way, VLSC has been acting as a “gatekeeper” for City employment. Further, JBOR and the VLSC are so intertwined

in their leadership and activities as to blur the distinction between the two entities. Thus, because the “volunteer” services performed through the VLSC were the same as the paid services the employees performed for JBOR, the volunteer hours are, indeed, hours worked for the City that are subject to FLSA minimum wage and overtime requirements. The Investigator then went on to explain in detail the findings and the analysis that led to this conclusion, as delineated in the Employment Relationship and Mapping section, above.

Next, the Investigator discussed the issue of the annual recertification training for the lifeguards that is required by JBOR. The Investigator explained that this training does not meet the requirements of Reg. Section 785.27 in order for it to be excluded from hours worked under the FLSA. Thus, the time spent in this training is subject to minimum wage and overtime requirements, as well, regardless of who actually provides the training.

The Investigator also discussed the \$500.00 “annual salary supplements” that were paid to certain employees after the end of each 10-week summer season to compensate employees who worked through the season. The Investigator explained that such payments qualify as nondiscretionary bonuses and must be included in the regular rate when computing overtime. The Investigator then explained the methodology for allocating the bonuses retroactively to the workweeks for which they were earned and computing the additional overtime due in those weeks where the employee worked overtime.

The Investigator mentioned that there were also recordkeeping violations associated with the above violations in that the City failed to maintain a record of compensable “volunteer” hours worked and compensable training time, and failed to correctly compute and record overtime wages due.

Attorney Townsend asked a few questions during the above discussion, but she did not offer any counter-arguments or reasons for the violations, indicating instead that she would need to discuss these matters with her client. None of the other employer representatives asked any questions or made comments during the meeting.

The Investigator then explained that the Wage and Hour Division is seeking corrective action by the City going forward, as well as payment of back wages owed to employees for the two-year investigative period, as computed by the Investigator. The Investigator advised that corrective action would mean that the City would begin:

- 1) Paying for all hours worked by the lifeguards, including hours worked on Sundays and holidays that were previously treated as volunteer time;
- 2) Paying for all hours spent by City employees in their annual required recertification training;
- 3) Paying overtime on the bonuses, where applicable, as discussed above; and
- 4) Correcting the recordkeeping violations noted above.

The Investigator asked if the City was willing to agree to these corrective actions, and Ms. Townsend responded that, in order to have a productive conversation with the City about this, she would need to have an idea of the approximate amount of back wages due so the City could estimate the cost of future compliance. The Investigator indicated that Wage and Hour Division does not normally discuss the amount back wages until an employer agrees to come into future compliance; however, we could discuss the methodology for computing the back wages.

The Investigator then went over the method by which the biweekly hours worked for the City were imputed to the individual workweeks and how the volunteer hours were reconstructed and applied to the workweeks, as discussed above. Ms. Townsend again asked if she could have at least a ballpark estimate of the back wages for her discussion with the client, and so the Investigator said they would be between \$100,000 and \$200,000. Again, the Investigator emphasized that, once the City agrees to future compliance, we will provide a list of the employees due back wages with the exact amount due each employee.

Ms. Townsend asked about the next steps in the process, and the Investigator explained about the procedures for back wage payment and the procedures for a second level conference with Wage and Hour management and possible litigation referral if the employer does not come to an agreement with the Investigator for future compliance and payment of the back wages. The Investigator also mentioned the possibility of liquidated damages if the case goes to litigation and the possibility of individual employees pursuing their own legal rights under FLSA section 216(b).

The meeting was then concluded with an agreement that Ms. Townsend would meet with the appropriate City representatives and get back to the Investigator as soon as possible.

On 11/16/2021, after not having heard from Ms. Townsend, the Investigator reached out to her with a telephone voicemail message. Ms. Townsend responded that she had a meeting scheduled with the client on 11/22/2021, but that she would be on vacation for the rest of the week. The Investigator again exchanged emails with Ms. Townsend on 11/22/2021, at which time Ms. Townsend responded that she had spoken with the executive staff for the City, but both future compliance and payment of back wages would need to be discussed with the individual City Council members, which, given the holiday, would be delayed. She indicated she hoped to have an answer by the end of the following week (12/3/2021).

The Investigator contacted Ms. Townsend again by email on 11/30/2021 regarding the status of the City's position relative to future compliance. Ms. Townsend replied that the City is not refusing to come into compliance, but is attempting to arrange a meeting with the City Manager and the City Council to address the issue, and due to the logistics involved, there may be a delay. (See Emails re Attempts at Case Resolution) Given that the employer has delayed even agreeing to future compliance for more than three weeks after the final conference, this case is being submitted for management review.

Publications Provided: WH-1282 (Handy Reference Guide), Fact Sheet #44 (Visits to Employers) and Fact Sheet #77A (Retaliation)

(b)(6); (b)(7)(C); (b)(7)(D)

Recommendations: The investigator recommends a second level conference to attempt to secure an agreement for future compliance and payment of the \$122,432.09 in back wages due.

Liquidated Damages: Liquidated damages were not recommended, as the employer raised the good faith defense of having obtained legal advice concerning the volunteer services provided by VLSC members over the many years that the City's arrangement with VLSC had been in place.

Responsible Party:

City of Jacksonville Beach
c/o Ms. Cindy A. Townsend, Partner
Roper, P.A.
2707 E Jefferson St.
Orlando, FL 32803
Telephone: (407) 897-5150
Email: (b)(6); (b)(7)(C)@roperpa.com

By:

(b)(6); (b)(7)(C) Wage & Hour Investigator
Orlando District Office
11/30/2021

ADDENDUM TO NARRATIVE

On 12/1/2021, the day after the case was submitted for management review, Ms. Townsend, the City's outside counsel, emailed the Investigator that the City was agreeing to move forward with compliance and asking what the next steps would entail. (See [Email re ATC](#)) The Investigator called Ms. Townsend the same day and had a lengthy conversation about the requirements for coming into compliance. Specifically, the Investigator reiterated that WHD would expect the City to take the following corrective actions:

- 1) Pay for all hours worked by the lifeguards, including hours worked on Sundays and holidays that were previously treated as volunteer time;
- 2) Pay for all hours spent by JBOR employees in their annual required recertification training;
- 3) Pay overtime on the bonuses, where applicable; and
- 4) Correct the recordkeeping violations noted above.

Ms. Townsend indicated that the City would be revising its policies and procedures relative to the lifeguards to comply with the above. She asked for clarification as to any volunteer hours that may be worked in the future by individuals who are not affiliated with, or employed by, the City, as the City would not have any information about such individuals. The Investigator replied that anyone who was employed by the City/JBOR at any time (whether in a full-time, part-time, temporary or seasonal position) and any prospective employees or applicants for such positions could not "volunteer" to work as lifeguards without pay. This would include any time worked as a lifeguard in anticipation of employment for the individual's first season and any time worked as a lifeguard between seasons.

The Investigator also discussed the training time issue again and agreed to email Ms. Townsend a link to Reg. 785. The Investigator also explained the procedures for computing the overtime on the bonuses again and agreed to email Ms. Townsend an additional publication and the coefficient table to assist her client in the overtime computations going forward.

Ms. Townsend agreed that the City would come into compliance in all matters discussed herein. The Investigator then advised her that \$122,432.09 in back wages was computed for 79 employees. The Investigator explained the procedures for payment of the back wages and responded to Ms. Townsend's questions. The Investigator advised that the back wages should be paid within 30 days (by 12/31/2021). Ms. Townsend agreed to present this to her client for approval. The Investigator followed up by emailing Ms. Townsend the WH-56 (revised to reflect the 12/31/2021 back wage deadline), along with the Instructions for Back Wage Payments and the links and publications discussed.

On 12/9/2021, Ms. Townsend emailed the Investigator with several procedural questions and a request from her client to extend the deadline for providing proof of payment documentation from 1/30/2022 to 2/28/2022 in consideration of holiday mail delays. Likewise, she asked to extend the deadline for providing documentation regarding any unlocated employees from

2/6/2022 to 3/7/2022. The Investigator received approval for same from the ADD and responded to Ms. Townsend by email on 12/10/2021 with the revised Instructions for Back Wage Payments and answers to her questions. On 12/13/2021, Ms. Townsend emailed the Investigator the WH-56 and the Instructions for Back Wage Payments, signed by City Manager Michael J. Staffopoulos, agreeing to pay the back wages by 12/31/2021. On 12/14/2021, the Investigator emailed Ms. Townsend a *.pdf file containing the WH-58 receipt forms for use when paying the employees. (See Emails re Final Resolution)

Additional Publications Provided: WH-1325 (Overtime Compensation Pamphlet), WH-1340 (Coefficient Table), and internet links to 29 C.F.R. 785.27 (Training Time) and 29 C.F.R. 778.209 (Overtime on Bonuses).

(b)(6); (b)(7)(C); (b)(7)(D)

Recommendations: The investigator recommends the case be closed administratively after proof of payment of the back wages is received.

By:

(b)(6); (b)(7)(C)

Wage & Hour Investigator
Orlando District Office
12/14/2021