

WHISARD Compliance Action Report

FLSNM

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
Failure to provide reasonable break time / Agree to Comply	1	0	\$0.00	\$0.00	\$0.00	\$0.00	
Failure to provide adequate space / Agree to Comply	1	0	\$0.00	\$0.00	\$0.00	\$0.00	
FLSNM Totals:	0	1	\$0.00	\$0.00	\$0.00	\$0.00	
Total Violations Under FLSNM:		2					\$0.00

** CMPs computed do not necessarily indicate CMPs assessed.*

Unduplicated Employees Found: 0	Unduplicated Employees Agreed: 0
Total Amount BWs Computed: \$0.00	Total Amount BWs Agreed: \$0.00
Total Amount LDs Computed: \$0.00	Total Amount LDs Agreed: \$0.00

Conclusions & Recommendations:

FLSNM limited Investigation, 3(s)(1)(A) coverage, +50 EEs. (b) (7)(E) . Sec. 207 violations: ER failed to provide adequate space to express milk, space was a bathroom. (b) (7)(E) was also not provided time outside of (b) (7)(E) normal 15 min break, and 30 min lunch. ER has since provided a new space (compliance) ER ATC, ER signed ECA. Rec. close (b) (7)(E) rvw.

WHI Signature: _____ Date: 12/02/2016

Reviewed By: _____ Date: _____

FLSNM NARRATIVE

Poly-Wood, LLC
D/b/a Polywood
1001 West Brooklyn St.
Syracuse, IN 46567

Case ID: 1803636
FEIN: 47-4665663

Contact Person/s:

Ryan Zimmerman
Director of Human Resources
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Syracuse, IN 46567
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Forward all future correspondence to Ryan Zimmerman as stated above.

COVERAGE

Poly-Wood, LLC is a manufacturer of outdoor furniture. They were incorporated in the state of Indiana in 1991. They are headquartered in Syracuse, IN and operate manufacturing within the state of Indiana. The firm sells its products to licensed dealers throughout the US.

Enterprise Coverage:

Section 203(s)(1)(a) of the FLSA is applicable throughout the entire investigative period. The employer grosses over \$500,000 annually; the employer would not provide a dollar amount, however, stipulated coverage through their attorney (see Exhibit C-1b), and has two (2) or more employees engaged in interstate commerce or in the production of goods for commerce, or has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person as defined under this section; specifically, employees who work directly in the production of lawn furniture that is shipped to all states in the US.


Section 207(r) of the FLSA is applicable to the employer. The employer has 270 employees at the establishment (see Exhibit E-1b).

Period of Investigation:

This investigation was limited to (b) (6), (b) (7)(C) (b) (7)(E) the period of investigation included: October 27, 2014 to October 26, 2016

MODO:

The subject firm is a Multi-Unit Employer with all branches currently operating within the state of Indiana. The firm operates three (3) locations, one (1) is the firm's headquarters located in Syracuse, IN with a separate sites operating within the state of Indiana. The Indianapolis District Offices is responsible for this geographic area. (b) (7)(E)



Employee Eligibility:

(b) (6), (b) (7)(C) child has not reached age one (1). (b) (6), (b) (7)(E) works for a covered employer who has more than 50 employees. No undue hardship exists.

EXEMPTIONS

(b) (6), (b) (7)(C) is not exempt from Section 207(r) (see Exhibit B-1); the employer is covered and has more than 50 employees.

Other exemptions were not explored as the investigation was limited to (b) (6), (b) (7)(C) (b) (7)(E) related to the Nursing Mothers Provisions (Section 207(r)) of the Fair Labor Standards Act.

STATUS OF COMPLIANCE

History: No History was found for Poly-Wood, LLC.

Reason for investigation:

This limited investigation was initiated (b) (7)(E) (b) (6), (b) (7)(C) (b) (7)(E) Poly-Wood failed to provide adequate space to express breast milk, failed to provide reasonable break time to express breast milk, and retaliated against (b) (6), (b) (7)(C) (Refer to WH-3 (b) (7)(E) -

Section 207(r)(1)(A):

The employer failed to provide ...a reasonable break time... for (b) (6), (b) (7)(C) ...to express breast milk for (b) (6), (b) (7)(C) nursing child...each time such employee has need to express the milk... from the period of April 26, 2016 through October 26, 2016.

The employer only allowed (b) (6), (b) (7)(C) to take breaks during (b) (6), (b) (7)(C) fifteen (15) minute paid break, and (b) (6), (b) (7)(C) thirty (30) minute unpaid lunch break. (b) (6), (b) (7)(C) was forced to use (b) (6), (b) (7)(C) vehicle before and after (b) (6), (b) (7)(C) shifts to express milk.

During the initial Ryan Zimmerman and Jeremy Dreier admitted to the violation, present were WHI (b) (6), (b) (7)(C) and Accounting Manager, Shelly Stump. During the initial conference Jeremy Dreier also asked WHI (b) (6), (b) (7)(C) if, ...the employer was at the “mercy of any nursing mother” whenever (b) (6), (b) (7)(C) may need a break (see Exhibit E-1b for Initial conference notes)... Present were – Ryan Zimmerman, Shelly Stump, and WHI (b) (6), (b) (7)(C) (see exhibit E-1e for a roster of representatives that were in attendance at the initial conference).

Section 207(r)(1)(B):

The employer failed to provide ...a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public... from the period of April 26, 2016, through October 26, 2016

The employer forced (b) (6), (b) (7)(C) to use a woman's bathroom located in the break room in the building that (b) (6), (b) (7)(C) worked (see Exhibit D-4a to D-4c for photographs) (see Exhibit E-1c for a layout of the bathroom). Ryan Zimmerman and Jeremy Dreier admitted to the violation during the initial conference –

Present were WHI (b) (6), (b) (7)(C) and Accounting Manager, Shelly Stump.

(b) (7)(E) During the walk-in Initial Conference, the employer provided records demonstrating (b) (6), (b) (7)(C) performance (see Exhibits D-2a to D-2s for the contents of (b) (6), (b) (7)(C) personnel file). It was determined that (b) (6), (b) (7)(C) was terminated due to falling asleep at (b) (6), (b) (7)(C) workstation (see Exhibit D-2i).

DISPOSITON

A final conference was held via telephone on 12/02/2016 present were Director of Human Resources Ryan Zimmerman, Jeremy Dreier, CFO Shane Rogers, Attorney Craig Wiley and WHI (b) (6), (b) (7)(C) representing the Department of Labor Wage and Hour Division. The investigator explained coverage, and that Poly-Wood met the coverage aspects of Sections 203(s)(1)(A) and 207(r) of the Fair Labor Standards Act.

The investigator discussed the nursing mother provisions laid out in Section 207(r) of the Fair Labor Standards Act, including the violations that had occurred at the establishment.

Employer's reason/s for violations:

The investigator asked the employer's reason for the violations. Mr. Zimmerman stated he was unaware of the nursing mother provisions of the FLSA. He stated that he was following the State of Indiana requirements that stipulated not to use a bathroom "stall".

The employer is currently in compliance with Section 207(r), the space that is provided to nursing mother employees is shielded from view, it is free from intrusion from both the public and co-workers, it has a locking door, and it is not a bathroom. The investigator explained that a bathroom cannot be utilized as a space for nursing mothers. The investigator explained that the employer is required to ensure any nursing mother takes breaks to express milk as needed. Mr. Zimmerman claimed to understand and agreed to future compliance. Mr. Zimmerman stated that the employees will not be retaliated against. Mr. Zimmerman agreed to future compliance by ensuring that the current space as well as any future space will meet the requirements laid out in Section 207(r) of the FLSA.

The investigator discussed the child labor provisions of the FLSA. Mr. Zimmerman claimed to understand and agreed to continue to comply.

Enhanced Compliance Agreement:

During the final conference on 12/02/2015 WHI (b) (6), (b) (7)(C) discussed the terms of the Enhanced Compliance Agreement (ECA) between The Wage and Hour Division and Poly-Wood, LLC. The employer claimed to understand and agreed to the terms; Director of Human Resources, Ryan Zimmerman signed the ECA on 12/02/2016 (refer to tab marked ECA).

(b) (7)(E)

[Redacted]

[Redacted]

[Redacted]

Result for (b) (6), (b) (7)(C)

No monetary findings resulted during the investigation. On 10/31/2016 (b) (6), (b) (7)(C) was notified via telephone that (b) (6), (b) (7)(E). On 12/02/2016 a call was placed to (b) (6), (b) (7)(C) to advise (b) (6), (b) (7)(C) on the results of the investigation. (b) (6), (b) (7)(C) was not able to be reached and had no voicemail option.

Publications Provided:

HRG(to Ryan Zimmerman on 10/26/2016), Fact Sheets: 28D (to Ryan Zimmerman on 10/26/2016), 44, 73, 77a

Recommendations:

Administrative close (b) (7)(E).

(b) (6), (b) (7)(C), Wage and Hour Investigator

12/02/2016