STATE OF MINNESOTA

IN SUPREME COURT

A19-1224

Court of Appeals — Hudson, J.

Jessica Hagen, on behalf of herself and others similarly situated,

Appellant,

vs.

Steven Scott Management, Inc.,

Respondent.

Filed: August 11, 2021
Office of Appellate Courts

A.L. Brown, Joshua R. Williams, Marcus L. Amon, Capitol City Law Group, LLC, Saint Paul, Minnesota, for appellant.

Andrew E. Tanick, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., Minneapolis, Minnesota, for respondent.

Charles H. Thomas, Thomas Godfrey, Saint Paul, Minnesota, for amicus curiae Southern Minnesota Regional Legal Services, Inc.

S Y L L A B U S

1. Under the Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21–.35 (2020), rent credits qualify as wages so long as the employer complies with the applicable rule adopted by the Minnesota Department of Labor and Industry, specifically Minnesota Rule 5200.0070 (2019).

2. Under Minn. Stat. § 181.79 (2020), the term "wages" is defined by the Equal Pay for Equal Work Law, Minn. Stat. § 181.66, subd. 4 (2020), and rent credits qualify as "wages" under that definition.

3. The issue of whether the on-call employee was "performing any duties of employment" in this case cannot be resolved at the summary judgment stage by looking solely at the plain language of Minn. Stat. § 177.23, subd. 10 (2020).

4. Under Minnesota Rule 5200.0120, subp. 2 (2019), the time when an on-call employee is required to remain on the employer's premises, or so close to it that they cannot use their time effectively for their own purposes, is compensable "hours worked" under the Minnesota Fair Labor Standards Act. Because the employee presented specific facts showing that she could not use her time effectively for her own purposes while on call, the district court erred in granting summary judgment to the employer.

Affirmed in part, reversed in part, and remanded.

O P I N I O N

HUDSON, Justice.

Appellant Jessica Hagen sued her former employer, respondent Steven Scott Management, Inc. ("Scott Management"), alleging that it failed to pay her wages in accordance with Minnesota law. Hagen worked as an on-site property caretaker at an apartment complex owned by Scott Management. She also lived in an apartment on the property. She was compensated primarily with credits toward her monthly rent. Hagen alleges that Scott Management's use of rent credits to pay her wages violated the Minnesota Fair Labor Standards Act ("MFLSA"), Minn. Stat. §§ 177.21–.35 (2020), and Minn. Stat.

§ 181.79 (2020). She also alleges that Scott Management failed to pay her for every hour she worked during her on-call shifts. Scott Management moved for summary judgment. The district court granted the motion and dismissed all three claims, and the court of appeals affirmed.

We conclude that rent credits qualify as wages under both the MFLSA and section 181.79 and therefore affirm the grant of summary judgment to Scott Management on the first two issues. We further conclude that, for the purposes of calculating hours worked, Hagen presented specific facts that could lead reasonable persons to reach different conclusions as to whether she could use her time effectively for her own purposes while on call. Accordingly, we hold that district court erred in granting summary judgment to Scott Management on the third issue. We therefore affirm in part, reverse in part, and remand to the district court for further proceedings consistent with this opinion.

FACTS

In 2015, Scott Management hired Hagen to work part-time as an on-site property caretaker at one of its apartment complexes. Hagen signed an offer of employment outlining her compensation schedule and job responsibilities. The employment offer provided that Hagen would be compensated, in part, in the form of rent credits.

The rent credit arrangement worked as follows. For each hour Hagen worked, her monthly rent owed to Scott Management would be reduced by $8.50. Hagen was assigned to work 99.75 hours each month for a maximum rent credit value of $845 per month. If she worked more than 99.75 hours in a month, Scott Management issued her a check for the excess hours worked at her hourly rate of $8.50. The record shows that Hagen received

a paycheck, in excess of her rent credits, approximately half the time she worked for Scott Management. She reported the rent credits (as well as the cash) as income on her federal and state tax returns.

Payment of wages in the form of rent credit was an express condition of Hagen's employment. She signed an employment offer which provided that "[t]he employee must be a resident of the property where he/she works and must be in a position that requires the employee to live on site in order to qualify for rent credit." She also signed a separate rent-credit agreement stating the same. Hagen did, in fact, live in an apartment on the property where she worked.

According to Hagen's job description, one of her essential job duties and responsibilities was that she "may be required to work on an on call basis." Hagen was required to work an on-call shift at least once per week, every fifth weekend, and two holidays each year. While on call, Hagen was required to carry a cellphone owned by Scott Management and to stay within a 20-minute radius of the apartment complex to respond promptly to calls from tenants.

Hagen was not paid for every hour she spent on call. Instead, in accordance with Scott Management's Property Employee Policy Statement, Hagen was compensated "only for the hours actually worked during that time." Hagen's on-call tasks were wide-ranging, and included responding to calls from tenants, shoveling snow, maintaining the community pool, inspecting recently-vacated apartments, and preparing unoccupied apartments for new tenants. Although Hagen was paid for her time spent actually performing these

various tasks, she was not paid for the time she spent waiting for calls that might require her to perform them.

While on call, Hagen was subject to certain restrictions. She was required to stay within a 20-minute radius of the apartment complex. As a result, she was unable to visit her family members, all of whom lived at least 30 to 45 minutes away. She was prohibited from drinking alcohol. And, at times, Hagen's daily activities, such as grocery shopping, were interrupted by calls from tenants on the cellphone that she was required to carry with her at all times while on call.

Hagen worked as an on-site property caretaker under this arrangement for three years. In November 2018, Hagen sued Scott Management, alleging (1) failure to pay her the minimum wage in violation of the MFLSA; (2) improper deductions from her wages in violation of section 181.79; and (3) failure to pay for all time worked, including her time spent on call and time spent on site waiting to work, in violation of the MFLSA rules promulgated by the Department of Labor and Industry ("Department"). Scott Management filed a motion for summary judgment. The district court granted the motion and dismissed Hagen's complaint with prejudice. Hagen appealed.

The court of appeals affirmed. *Hagen v. Steven Scott Mgmt., Inc.*, 947 N.W.2d 847 (Minn. App. 2020). On the MFSLA wages claim, the court held that an employer may pay the wages of an on-site property caretaker with rent credits so long as the employer complies with the administrative rules adopted by the Department. *Id*. at 852. On the improper deductions claim, the court held that Scott Management did not violate section 181.79 by paying Hagen with rent credits because it concluded that "section 181.79

does not apply when the caretaker agrees to be compensated in the form of rent credits." *Id.* at 853. In addressing Hagen's MFLSA claim that she was not paid for every hour worked, the court held that a plain reading of the definition of "hours worked" in the MFSLA and the accompanying Department rule foreclosed Hagen's argument that time spent on call and on site, but not actually performing tasks, was compensable. *Id.* at 853−55. Finally, the court of appeals found there to be no disputed issues of material fact and affirmed the district court's grant of summary judgment. *Id.* We granted Hagen's petition for review.[1]

ANALYSIS

This case presents three related wage-and-hour issues. First, Hagen alleges that she was not paid the minimum wage as defined in the MFSLA, Minn. Stat. § 177.23, subd. 4. Second, she alleges that the manner in which she was compensated—that is, crediting her

[1] After the briefs were submitted, Hagen filed a motion to strike portions of Scott Management's brief pursuant to Minn. R. Civ. App. P. 110.01 and Minn. R. Civ. App. P. 127. She asserts that the brief contains citations to documents outside the record that should not be considered. The challenged citations included links to the publicly available websites of two state agencies: the Minnesota Department of Human Services and the Minnesota Department of Revenue. On occasion, we have considered publicly available state records that are included in a brief on appeal even though they were not part of the record. *See, e.g.*, *State v. Rewitzer*, 617 N.W.2d 407, 411 (Minn. 2000) (denying motion to strike where documents that were not part of the appellate record concerned various Minnesota and federal sentencing statistics which were publicly available); *In re Estate of Turner*, 391 N.W.2d 767, 771 (Minn. 1986) (denying the estate's motion to strike because there is "no reason why a party may not submit . . . a [publicly available state statistical] report to us as part of its brief when we could refer to such a report in the course of our own research, if we were so inclined."). *But cf. State v. Cao*, 788 N.W.2d 710, 718 n.2 (Minn. 2010) (granting motion to strike where the defendant cited an article from the National Institute on Alcohol Abuse and Alcoholism). Because we conclude that the citations to publicly available state agency websites are sufficiently analogous to publicly available state records, we deny the motion to strike.

hours worked against her monthly rent—was through improper deductions from her wages in violation of section 181.79. Third, she alleges that she was not paid for every hour she worked, arguing that Scott Management failed to pay her for every hour she worked on call "performing . . . duties of [her] employment" as required by Minn. Stat. § 177.23, subd. 10.

These issues require us to interpret various statutes and administrative regulations governing the calculation and payment of wages. We review issues of statutory interpretation de novo. *Christianson v. Henke*, 831 N.W.2d 532, 535 (Minn. 2013). The objective of statutory interpretation is to "effectuate the intention of the legislature," reading the statute as a whole. *Id.* at 536; *see also* Minn. Stat. § 645.16 (2020). The first step of statutory interpretation is to "determine whether the statute's language, on its face, is ambiguous." *Am. Tower, L.P. v. City of Grant*, 636 N.W.2d 309, 312 (Minn. 2001). In doing so, we "construe the statute's words and phrases according to their plain and ordinary meaning." *Christianson*, 831 N.W.2d at 536 (citation omitted) (internal quotations marks omitted). "A statute is only ambiguous if its language is subject to more than one reasonable interpretation." *Id.* at 537. When a statute is unambiguous, our "role is to enforce the language of the statute and not explore the spirit or purpose of the law." *Caldas v. Affordable Granite & Stone, Inc.*, 820 N.W.2d 826, 836 (Minn. 2012), *superseded by statute on other grounds as recognized in Hall v. Plainview*, 954 N.W.2d 254 (Minn. 2021); *see* Minn. Stat. § 645.16 (2020). But if the text of the statute is unclear or ambiguous, we "will go beyond the plain language of the statute to determine the intent of the legislature." *Rohmiller v. Hart*, 811 N.W.2d 585, 589 (Minn. 2012). Administrative regulations are

governed by the same rules of construction that apply to statutes. *Citizens Advocating Responsible Dev. v. Kandiyohi Cnty. Bd. of Comm'rs*, 713 N.W.2d 817, 828 n.9 (Minn. 2006).

I.

We first turn to whether rent credits qualify as "wages" under the Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21–.35 (2020). The MFSLA requires employers to pay their employees a minimum wage for every hour worked. Minn. Stat. § 177.24, subd. 1(b)(1)–(2). The term "wage" is defined by the MFLSA. Minn. Stat. § 177.23, subd. 4.

> "Wage" means compensation due to an employee by reason of employment, payable in:
>
> (1) legal tender of the United States;
>
> (2) checks on banks convertible into cash on demand at full face value;
>
> (3) except for instances of written objection to the employer by the employee, direct deposit to the employee's choice of demand deposit account; or
>
> (4) an electronic fund transfer to a payroll card account that meets all of the requirements of section 177.255, subject to the allowances permitted by the rules of the department under section 177.28.

Id. This definition, on its face, does not include rent credits. But, the final clause of subdivision 4 notes that the definition of "wage" is also subject to "allowances" permitted by the Department under the authority granted in Minn. Stat. § 177.28.

Section 177.28 is a rules enabling statute. It provides, in part, that the Department "shall adopt rules under sections 177.21 to 177.35 defining and governing: . . . allowances

as part of the wage rates for board, lodging, and other facilities or services furnished by the employer and used by the employees." Minn. Stat. § 177.28, subd. 3(2). In other words, the Legislature delegated authority to the Department to create rules for certain "allowances" for the minimum wage related to lodging provided by the employer for its employees. *Id.*

We begin our analysis by determining whether the definition of "wage" in Minn. Stat. § 177.23, subd. 4, is ambiguous. To determine whether a statute is ambiguous, we analyze "the statute's text, structure, and punctuation" and use the canons of interpretation. *State v. Pakhnyuk*, 926 N.W.2d 914, 921 (Minn. 2019); *see State v. Riggs*, 865 N.W.2d 679, 682 n.3 (Minn. 2015) (distinguishing between pre-ambiguity "canons of interpretation" and post-ambiguity "canons of construction"). The canons of interpretation include the ordinary-meaning canon,[2] *see Riggs*, 865 N.W.2d at 682, the whole-statute canon, *id.* at 683, and the canon against surplusage, *see State v. Thompson*, 950 N.W.2d 65, 69 (Minn. 2020).

When interpreting statutes, the whole-statute canon provides that "language in dispute is not examined in isolation; rather, all provisions in the statute must be read and interpreted as a whole." *Pakhnyuk*, 926 N.W.2d at 920. "We interpret each section in light of surrounding sections to avoid conflicting interpretations." *State v. Struzyk*, 869 N.W.2d

---

[2] The ordinary-meaning canon is not relevant to this first issue because the disputed term, "wage," is defined by the Legislature. *See State v. Leathers*, 799 N.W.2d 606, 609 (Minn. 2011) ("*In the absence of a statutory definition*, we generally turn to the plain, ordinary meaning of a statutory phrase." (emphasis added)). "When a word is defined in a statute, courts are guided by the definition provided by the Legislature." *Wayzata Nissan, LLC v. Nissan N. Am., Inc.*, 875 N.W.2d 279, 286 (Minn. 2016).

280, 287 (Minn. 2015). The canon against surplusage advises us to "avoid interpretations that would render a word or phrase superfluous, void, or insignificant, thereby ensuring each word in a statute is given effect." *Thompson*, 950 N.W.2d at 69.

Hagen focuses primarily on the text and structure of Minn. Stat. § 177.23, subd. 4. She argues that the Legislature defined "wage" as "compensation . . . payable in" only four ways: (1) cash; (2) check; (3) direct deposit; or (4) electronic fund transfer to a payroll card account. *Id.* Because rent credit is not one of those four enumerated forms of wages in Minn. Stat. § 177.23, subd. 4, she contends that Scott Management's use of rent credits to pay her wages violated the MFLSA.

Scott Management contends that reading the statute as a whole reveals that the Legislature did not intend to limit the definition of "wage" only to the forms of payment listed in Minn. Stat. § 177.23, subd. 4. Instead, Scott Management relies on the final clause in subdivision 4—"subject to allowances permitted by rules of the department under section 177.28"—which it claims allows for the payment of wages in other forms contemplated by the Department. *See* Minn. Stat. § 177.23, subd. 4(4). Scott Management also directs us to other provisions in the MFLSA which show that rent credits are an acceptable form of paying an employee's wages. *See* Minn. Stat. §§ 177.23, subd. 10, 177.28, subd. 3(2).

We agree with Scott Management that the term "wage" includes rent credits. Reading the MFLSA as a whole, it is significant that two other sections endorse the use of rent credits to pay an employee's wages. First, the MFLSA defines the term "hours worked" as it relates to "a caretaker . . . who receives a principal place of residence as full

or partial compensation for duties performed for an employer." Minn. Stat. § 177.23, subd. 10. If the Legislature had not intended for rent credits be a form of wages under the MFLSA, it would not have provided that employees could receive their principal place of residence as "full or partial compensation" for the hours worked. Second, the rules enabling statute charges the Department to adopt rules "defining and governing . . . allowances as part of the wage rates for board, lodging, and other facilities or services furnished by the employer and used by the employee." Minn. Stat. § 177.28, subd. 3(2). Again, if the Legislature had not intended for rent credits to be a form of wages under the MFLSA, it would not have directed the Department to make "allowances" as part of the wages of employees receiving lodging from their employer. For the same reason, Hagen's interpretation of the term "wage" is unreasonable as it violates the whole-statute canon. Limiting the definition of "wage" solely to the four types of wages listed in Minn. Stat. § 177.23, subd. 4, would lead to conflicting interpretations between provisions within the statute that approve the use of rent credits. *See* Minn. Stat. §§ 177.23, subd. 10, 177.28, subd. 3(2).

We therefore conclude that the statute is unambiguous because Scott Management has presented the only reasonable interpretation: rent credits qualify as wages under the MFLSA. Yet, in reaching this conclusion, we emphasize that the definition of "wage" in the MFLSA is a limited one. The language "subject to the allowances permitted by the commissioner" in Minn. Stat. § 177.23, subd. 4, means that the *only* permissible types of wages not listed in the definition of wage are those specifically included in section 177.28 and authorized by a Department rule. Thus, rent credits only qualify as wages under the

MFLSA to the extent provided for by the Department in Minnesota Rule 5200.0070 (2020) (the "lodging allowance" rule).

The lodging allowance rule authorizes an employer to "credit toward the minimum wage the cost of lodging" if "the employee must accept that lodging as a condition of employment." *See id.*, subp. 1. And, as relevant here, the rule provides that "[l]odging, the nature of which is ordinarily and commonly considered to be a tenancy in the chief place of residence of the employee, shall be credited toward the minimum wage of that employee at the rate of the fair market value of the lodging." *Id.*, subp. 3. Hagen contends that the district court erred in granting summary judgment because she had presented facts showing that Scott Management failed to comply with the lodging allowance rule.

Summary judgment is proper when the record before the district court "shows that there is no genuine issue as to any material fact and the movant is entitled to a judgment as a matter of law." Minn. R. Civ. P. 56.01. The district court "must not weigh the evidence on a motion for summary judgment," and the nonmoving party "must do more than rest on mere averments" to create a genuine issue of material fact that precludes summary judgment. *DLH, Inc. v. Russ*, 566 N.W.2d 60, 70–71 (Minn. 1997).

Hagen argues that she showed genuine issues of fact as to whether Scott Management complied with the lodging allowance rule. In particular, Hagen contends that the district court failed to credit the statements from her affidavit in which she claims that she and other caretakers were not required to reside at a Scott Management property as a condition of their employment. She also claims Scott Management failed to present

evidence that her rent credits represented the fair market value of the lodging received, resulting in an issue of fact that should have precluded summary judgment.

We disagree with Hagen on both counts. As noted above, the lodging allowance rule requires that lodging be a condition of the employment offer accepted by the employee. *See* Minn. R. 5200.0070, subp. 1. Hagen's employment offer plainly states that she "must be a resident of the property where [she] works and must be in a position that requires [her] to live on-site in order to qualify for rent credit." Hagen signed the employment offer and accepted lodging as a condition of her employment. Hagen's affidavit, filed in response to the motion for summary judgment, contained a general statement that she was not required to live on the property and that she knew of another caretaker that lived off-premises. Her affidavit did not include any information concerning the terms of the employment of the other caretaker or whether that other caretaker signed a document similar to the one Hagen signed. The signed employment offer provides definitive proof of the conditions of Hagen's employment. On the record before us, Hagen's self-serving affidavit that contradicts the plain language of an employment offer is not sufficient to establish a genuine issue of material fact that precludes summary judgment. *Cf. Sampair v. Vill. of Birchwood*, 784 N.W.2d 65, 75 n.9 (Minn. 2010) (noting that "a party cannot create an issue for trial by directly contradicting prior sworn testimony with a later-filed self-serving affidavit"); *U.S. ex rel. Small Bus. Admin. v. Light*, 766 F.2d 394, 396 (8th Cir. 1985) (explaining that, when reviewing a grant of summary judgment related to a contract, appellate courts may apply the parol evidence rule and need not look outside the terms of an unambiguous contract to determine its intent).

Nor does a genuine issue of fact exist as to whether the rent credits exceeded the fair market value of the lodging Hagen received. In support of its motion for summary judgment, Scott Management submitted an affidavit from its Human Resources Director supporting its claim that Hagen's rent credits did not exceed the fair market value of her apartment. We have held that "[w]hen affidavits are submitted in support of the motion [for summary judgment], the nonmoving party cannot simply rely upon general allegations . . . but must present specific facts showing that there is an issue for trial on the merits." *Eakman v. Brutger*, 285 N.W.2d 95, 97 (Minn. 1979); *see also Lundgren v. Eustermann*, 370 N.W.2d 877, 881 (Minn. 1985) ("It is incumbent on the party opposing a summary judgment motion made on depositions or affidavits to counter with sufficient specific facts to raise a jury issue."). Hagen submitted her own affidavit in opposition, but in it provided no facts, or even allegations, to dispute Scott Management's claim. Because Hagen did not present specific facts that the rent credits applied to her monthly rent exceeded the fair market value of her apartment, we conclude that summary judgment on that issue was appropriate.

Thus, because rent credits paid in accordance with the lodging allowance rule qualify as wages under the MFLSA and the undisputed facts show that Scott Management complied with that rule, we conclude that the district court did not err in granting summary judgment to Scott Management. We therefore affirm the decision of the court of appeals on that issue.

II.

Next, we must determine whether rent credits are improper deductions from an employee's wages that violate Minn. Stat. § 181.79.[3]

Section 181.79, subdivision 1(a) prohibits employers from making deductions from an employee's wages except under specific circumstances. The statute makes it illegal for an employer to "make any deduction from the wages due or earned by any employee . . . for lost or stolen property, damage to property, or to recover any other claimed indebtedness running from employee to employer." *Id.* The employee may "voluntarily authorize[ ] the employer in writing to make the deduction" or the employer may make deductions if "the employee is held liable in a court of competent jurisdiction for the loss or indebtedness." *Id.* In other words, section 181.79 prohibits an employer from making any deduction from an employee's wages to recover a debt, unless the employee agrees to the deduction, in writing, after the debt has arisen.

---

[3] Throughout the litigation, the parties, the district court, and the court of appeals all referred to section 181.79 as part of the Payment of Wages Act (PWA), Minn. Stat. §§ 181.01–.1721 (2020). Accordingly, the parties both contend that the meaning of "wage" in the MFLSA should inform the meaning of "wages" in section 181.79. *See Milner v. Farmers Ins. Exch.*, 748 N.W.2d 608, 617 (Minn. 2008) (holding that the MFLSA and PWA are "related" and "provide a comprehensive statutory scheme for wages and payment in Minnesota and should be interpreted in light of each other").

But we have repeatedly held that section 181.79 is not part of the PWA. *See, e.g.*, *Karl v. Uptown Drink, LLC*, 835 N.W.2d 14, 18 n.4 (Minn. 2013) ("[S]ection 181.79 is not part of the PWA or the MFLSA."); *Erdman v. Life Time Fitness, Inc.*, 788 N.W.2d 50, 55 (Minn. 2010) ("Minn. Stat. § 181.79 is not . . . part of the PWA."). Therefore, we reiterate that the meaning of wages as interpreted in the MFLSA has little bearing on the meaning of wages as interpreted in section 181.79.

The parties dispute whether rent credits should be considered "deductions" or "wages" under section 181.79. The Legislature did not define either term for the purposes of section 181.79. When interpreting a statute, we may refer to dictionary definitions to discern its plain meaning. *See Riggs*, 865 N.W.2d at 685–86. The term "deduction" means "[t]he act or process of subtracting or taking away." *Deduction*, *Black's Law Dictionary* (11th ed. 2019). This definition of "deduction" brings into focus the difference between the interpretations proffered by Hagen and Scott Management.

Hagen argues that section 181.79 applies because rent credits are deductions; that is, she earned her wages as a property caretaker *and then* Scott Management applied rent credits to subtract or take away from her wages due or owed. In contrast, Scott Management argues that rent credits *are themselves* wages; therefore no deductions occurred that would implicate section 181.79. Thus, at its core, the key inquiry is whether rent credits qualify as wages under section 181.79.

We have been down a similar road before. *See Karl v. Uptown Drink, LLC*, 835 N.W.2d 14, 17 (Minn. 2013). In *Karl*, we addressed the question of "whether gratuities satisfy the definition of 'wages' under section 181.79." *Id.* at 17. There, a group of servers, bartenders, and security guards brought a class action against their employers, alleging violations of the MFLSA and unlawful deductions from their wages in violation of section 181.79. *Id.* at 15. The employees argued that we should define wages as we had done in a prior decision, *Brekke v. THM Biomedical, Inc*., 683 N.W.2d 771, 775 (Minn. 2004). *Karl*, 835 N.W.2d at 16. In *Brekke*, we applied the definition of "wages" from the Equal Pay for Equal Work Law, Minn. Stat. § 181.66, subd. 4 (2002), to the term "wages" in

section 181.79. 683 N.W.2d at 775. We agreed with the employees in *Karl* and held that the term "wages" in section 181.79 means "all compensation for services by an employee for an employer whether paid by the employer or another person." 835 N.W.2d. at 18 (quoting Minn. Stat. § 181.66, subd. 4 (2012)). Under that definition, we concluded that gratuities plainly qualified as wages and reversed the court of appeals' holding to the contrary. *Id.*

Once we have interpreted a statute, that prior interpretation "guides us in reviewing subsequent disputes over the meaning of the statute." *Caldas*, 820 N.W.2d at 836. Our interpretation "becomes part of the statute as though written therein." *Id.* Just as in *Brekke* and *Karl*, we apply the definition of "wages" from the Equal Pay for Equal Work Law, Minn. Stat. § 181.66, subd. 4, to section 181.79. The Equal Pay for Equal Work Law defines "wages" to mean "all compensation for services by an employee for an employer whether paid by the employer or another person including cash value of all compensation paid in any medium other than cash." *Id.*

Under this definition, rent credits clearly qualify as wages. Hagen's signed employment offer describes the rent credit arrangement using almost identical language to the definition of "wages" in section 181.79. Hagen's employment offer provided that "[y]our *compensation* will be *paid to you* in the form of Rent Credit." This language parallels the definition of "wage" used in section 181.79 as "all *compensation . . . paid by the employer*." Minn. Stat. § 181.66, subd. 4. Moreover, the definition of wages in section 181.79 broadly incorporates "all compensation paid in any medium other than cash," such as rent credits. Because we adhere to our prior definition of the term "wages"

in section 181.79 and rent credits clearly fit under that definition, we affirm the court of appeals' decision on that issue.

III.

Finally, we must determine whether Scott Management paid Hagen for every hour she worked in accordance with the MFLSA. The MFLSA provides that, for on-site employees who reside on their employer's premises, "the term 'hours worked' includes time when the caretaker, manager, or other on-site employee is *performing any duties of employment*, but does not mean time when [the employee] is on the premises and available to perform duties of employment and is not performing duties of employment." Minn. Stat. § 177.23, subd. 10 (emphasis added). The Department has also adopted a rule providing guidance for calculating "hours worked" for the purposes of the MFLSA. *See* Minn. R. 5200.0120 (2019) (the "hours–worked" rule). In reference to on-call shifts, the hours–worked rule states that:

> An employee who is *required to remain on the employer's premises or so close to the premises that the employee cannot use the time effectively for the employee's own purposes is working while on call*. An employee who is not required to remain on or near the employer's premises, but is merely required to leave word at the employee's home or with company officials where the employee may be reached is not working while on call.

Id., subp. 2 (emphasis added).

Hagen argues that Scott Management was required to pay her for every hour she was on call, even if she was not actively responding to a tenant's call for assistance or performing other work-related tasks. She broadly interprets the phrase "performing *any* duties of employment" in Minn. Stat. § 177.23, subd. 10, to include minor duties involved

with being on call such as carrying an employer-provided cell phone and staying within a 20-minute radius of the apartment complex. In the alternative, Hagen contends that district court erred in its grant of summary judgment because, when interpreting the "hours worked" rule, the court made a factual determination that Hagen could use her time effectively for her own purposes.

Scott Management maintains that it paid Hagen for every hour she worked as required by the MFLSA. Focusing on the last clause of Minn. Stat. § 177.23, subd. 10, Scott Management argues that the time when an on-site employee is "available to perform duties," (i.e., on call) but not actually "performing duties of employment," is not compensable. Because it is undisputed that Hagen was paid for every hour she spent actively performing tasks related to her employment while on call, Scott Management argues that it did not violate the MFLSA. Moreover, Scott Management asserts that summary judgment was appropriate because, in light of analogous federal decisions, it is clear that Hagen could use her time effectively for her own purposes while working on call.

The court of appeals agreed with Scott Management, concluding that "[u]nder the plain language of section 177.23, subdivision 10, the time during which an on-site employee of a residential building who receives a principal place of residence as full or partial compensation is 'available to perform duties' but is not actually 'performing duties of employment' is not compensable time." *Hagen*, 947 N.W.2d at 855.

We disagree. Unlike the court of appeals, we are not convinced that the issue of whether Hagen was performing "any duties of [her] employment" can be resolved based solely on the plain language of Minn. Stat. § 177.23, subd. 10. We have previously

explained that "[t]he word 'any' is given broad application in statutes, regardless of whether we consider the result reasonable." *Hyatt v. Anoka Police Dept.*, 691 N.W.2d 824, 826 (Minn. 2005). And although the statute distinguishes between time spent "performing any duties" (which is compensable) and time where one is "available to perform duties and is not performing duties of employment" (which is not compensable), that distinction does not answer the factual question presented in this case: whether the mere act of being on call was considered a duty of Hagen's employment. That question is complicated by the fact that Hagen's job description lists "work[ing] on an on-call basis" as one of the essential duties of being a property caretaker.

Moreover, the definition in Minn. Stat. § 177.23, subd. 10, applies only to a specific category of workers: "any caretaker, manager, or other on-site employee of a residential building or buildings *whose principal place of residence is the residential building*." (emphasis added). This distinction is notable because on-site property caretakers are, in effect, always "available to perform duties" even when they are not on call because they live and work on their employer's premises. In this sense, the phrase "available to perform duties of employment and is not performing [those] duties" could be interpreted as referring to the time when an on-site property caretaker is off the clock and free from any and all duties of employment, including duties related to being on call. In short, the plain language of Minn. Stat. § 177.23, subd. 10, does not compel the conclusion that Hagen's time spent

on call, and not actively completing tasks related to her employment, is not a performance of her duties in this case.[4]

For this reason, we conclude that the phrase "performing any duties of employment" and "available to perform duties of employment" creates ambiguity in the statute. When interpreting ambiguous statutes, "we will go beyond the plain language of the statute to determine the intent of the legislature." *Rohmiller*, 811 N.W.2d at 589. In doing so, we look to the rule promulgated by the Department for calculating hours worked for further guidance. *See* Minn. Stat. § 177.28, subd. 1 (authorizing the Department to "adopt rules, including definitions of terms, to carry out the purposes of sections 177.21 to 177.44, to prevent the circumvention or evasion of those sections, and to safeguard the minimum wage and overtime rates established by sections 177.24 and 177.25"); *see also* Minn. Stat. § 645.16(8) (2020) (permitting reference to "legislative and administrative interpretations" of an ambiguous statute); *Resident v. Noot*, 305 N.W.2d 311, 312 (Minn. 1981) (observing that in general, we defer "to an agency's interpretation when the language subject to construction is so technical in nature that only a specialized agency has the experience and expertise needed to understand it, when the language is ambiguous or when the agency interpretation is one of long standing") (citation omitted). The hours–worked rule provides

[4] The hours–worked rule, Minn. R. 5200.0120, further supports this conclusion. The rule provides guidance on how to calculate an employee's hours worked for the purposes of the MFLSA. *See id.* It states that "hours worked" includes "any other time when the employee must either be on the premises of the employer *or involved in the performance of duties in connection with his or her employment*." *Id.*, subp. 1. Thus, the definition of hours worked, as interpreted by the Department, hinges on what types of conduct are "performance of duties."

that the time during which "[a]n employee . . . is required to remain on the employer's premises or so close to the premises that the employee cannot *use the time effectively for the employee's own purposes*" is considered compensable under the MFLSA. Minn. R. 5200.0120, subp. 2 (emphasis added).

When interpreting the hours–worked rule, the court of appeals acknowledged that there is "no precedential Minnesota case law address[ing] the distinction between being able to use one's time effectively or not." *Hagen*, 947 N.W.2d at 854. The court, however, found persuasive the decisions from federal courts applying the analogous federal rule[5] promulgated under the federal Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201–19. 947 N.W.2d at 855. The court determined that Hagen's on-call conditions were "factually analogous to the cases in which federal courts have held non-compensable on-call time with more-restrictive on-call conditions than those present here." *Id.* The court of appeals thus concluded that "as a matter of law, Hagen could use her time effectively and is therefore not entitled to compensation." *Id.*

Yet, the determination of whether Scott Management's particular on-call restrictions made it so that Hagen could not use her time effectively for her own purposes is a factual one that cannot be resolved by a court at the summary judgment stage. As we have explained before, "summary judgment is inappropriate when reasonable persons

---

[5] The federal counterpart to Minn. R. 5200.0120, subp. 2, provides that "where the conditions placed on the employee's activities are so restrictive that the employee cannot use the time effectively for personal pursuits, such time spent on call is compensable." 29 C.F.R. § 553.221(d) (2019). As noted by the court of appeals, "[t]he parties do not dispute, and we agree, that using time effectively for an employee's 'own purposes' or 'personal pursuits' are equivalent." *Hagen*, 947 N.W.2d at 854 n.5.

might draw different conclusions from the evidence presented." *DLH, Inc.*, 566 N.W.2d at 69. We also "view the evidence in the light most favorable to the party against whom summary judgment was granted." *McBee v. Team Indus., Inc.*, 925 N.W.2d 222, 230 (Minn. 2019).

Viewing the evidence in the light most favorable to Hagen, we conclude that she has presented sufficient evidence to survive summary judgment. Hagen submitted an affidavit outlining how Scott Management's on-call restrictions limited the extent of the activities she could do while on call. She claimed that certain activities, such as grocery shopping, were occasionally interrupted by calls from tenants seeking assistance. She could not drink alcohol. Nor was she able to visit any of her family members, all of whom lived outside a 20-minute radius of the apartment complex. Reasonable persons considering these types of on-call restrictions could reach different conclusions as to whether Hagen could use her time effectively for her own purposes.

We recognize that a distinction between being able to use one's time effectively or not, while working on call, is an issue that has not been addressed by Minnesota courts. But, under the facts and circumstances of this case, we conclude that such a determination is for a jury, not a judge, to make. By relying on federal cases with similar, but distinct, fact patterns to resolve a genuine material issue of fact (i.e., whether Hagen could use her time effectively for her own purposes), the district court erred when it granted summary judgment to Scott Management. We therefore reverse the court of appeals' decision upholding the grant of summary judgment and remand for trial on whether Scott Management paid Hagen for every hour worked in accordance with the MFLSA.

CONCLUSION

For the foregoing reasons, we affirm in part and reverse in part the decision of the court of appeals and remand to the district court for further proceedings consistent with this opinion.

Affirmed in part, reversed in part, and remanded.