

**FLSA2026-11**

September 7, 2026

Dear **Name***:

You request the view of the Wage and Hour Division (WHD or Division) as to whether an uncompensated 60-minute lunch break, during which employees spend between six and 14 minutes walking to and from the employer's designated break area, constitutes a bona fide meal period.

Based on the information provided, the time set aside for the meal period is sufficient to allow you to use it for its purpose and is an uninterrupted period during which you are relieved from duty for the purpose of eating or engaging in personal activities. Accordingly, the meal period your employer provides is bona fide under the Fair Labor Standards Act (FLSA or Act).

The meal period at issue is established pursuant to a collective bargaining agreement (CBA or agreement). Our analysis addresses only whether that time is compensable under the FLSA and not whether it is contractually sufficient under the CBA's terms. Questions regarding the meaning, application, or potential violation of the terms of the CBA are properly addressed by others in appropriate fora pursuant to the terms of the agreement and applicable labor law.

BACKGROUND

You represent that you are employed as a security therapy aide (STA) at a detention facility where employees "are prohibited from bringing food beyond the Entry building[.]" You state that, according to your CBA, STAs are entitled to a 60-minute unpaid meal period each workday. However, the agreement does not specify, and there is no separate written policy as to, when said meal breaks must begin or end. According to your request, employer policy prohibits STAs from eating at their work area; rather, employees must walk three to seven minutes to a designated break area to access and eat their lunch. STAs then spend an equal amount of time returning to their work area, resulting in 46 to 54 minutes in the designated break area. You believe that under your CBA employees should receive the full 60-minute lunch break in the designated break area, not including time spent walking to and from the break area.

GENERAL LEGAL PRINCIPLES

The FLSA generally requires covered employers to pay all non-exempt employees at least the federal minimum wage for all hours worked. 29 U.S.C. § 206. In addition, the Act requires payment "at a rate not less than one and one-half times the regular rate at which [the employee] is employed" to all non-exempt employees for all hours worked in excess of 40 hours in a workweek. *Id.* § 207(a)(1). The wages an employee is entitled to receive cannot be determined without knowing the number of hours worked. *See* 29 C.F.R. § 785.1.

As we recently explained, the Act generally does not require employers to provide employees rest breaks or meal periods. [WHD Op. Ltr. FLSA2026-7 \(May 28, 2026\)](#) (addressing the effect of leaving the employer’s premises during a meal break). And the central issue in most meal break cases is whether the employees were, in fact, relieved from their duties or, instead, were required to “work” for purposes of the Act during their meal period. *See id.* If employees are not relieved from duty during the meal period, then the time is ordinarily considered hours worked and compensable. *See* 29 C.F.R. § 785.19(a); [WHD Op. Ltr. FLSA2026-7](#) at 2 (noting that the Act does “not require absolute freedom” from every limitation or condition); *see also Reich v. S. New Eng. Telecomms. Corp.*, 121 F.3d 58, 62–65 (2d. Cir. 1997) (finding meal periods compensable where technicians were required to bring and eat lunch at their job site to secure the site and the employer’s equipment).

The Division looks to the duration of the meal period to determine whether it is bona fide and compensable. Typically, “30 minutes or more is long enough for a bona fide meal period.” 29 C.F.R. § 785.19; *see* WHD Op. Ltr. FLSA2026-7; *Hill v. United States*, 751 F.2d 810, 814 (6th Cir. 1984) (affirming that a 30-minute lunch break is not compensable for a postal worker who “can pursue his or her mealtime adequately and comfortably”). In contrast, short rest breaks of up to 20 minutes in length are considered compensable as “[t]hey promote the efficiency of the employee[.]” 29 C.F.R. § 785.18; *see Sec’y U.S. Dep’t of Lab. v. Am. Future Sys., Inc.*, 873 F.3d 420, 430 (3d Cir. 2017) (agreeing that short rest breaks of up to 20 minutes “primarily benefit[] the employer”). But these are not rigid, formal requirements. Indeed, meal periods of less than 30 minutes may be considered bona fide and not compensable under certain circumstances—for instance if employees have sufficient time to eat a regular meal or there is an agreement between employer and employee for a period of less than 30 minutes for a meal period. *See* [WHD Op. Ltr. FLSA2004-22 \(Nov. 22, 2004\)](#) (a 20-minute meal break was bona fide where employer and employees agreed to it and special conditions showed it to be sufficient); [WHD Field Operations Handbook § 31b23](#) (addressing meal periods of less than 30 minutes).

If a meal period of facially sufficient duration is significantly reduced through travel time, frequent or lengthy interruptions, or restrictions, then that meal period or portions of it may be compensable. For example, in *Naylor v. Securiguard, Inc.* 801 F.3d 501 (5th Cir. 2015), security guards were required to eat at a specific location on base which took up to 12 minutes of their 30-minute meal break to travel to and from. The Fifth Circuit concluded that travel time of “no more than a couple of minutes” to the break area did not render the meal break compensable, but that employer-mandated travel that took 12 minutes could allow a jury to find that the remaining 18 minutes was not a bona fide meal period, and that the district court could also consider on remand whether the travel time portion of the break was compensable. *Naylor*, 801 F.3d at 505, 507 & n.6. The court did not hold that, either in the circumstances presented or generally as a matter of law, an 18-minute period was—or was not—sufficient to constitute a meal break under the Act.

OPINION

Based on the factual representations in your letter, the Division concludes that your employer provides a bona fide meal period under the Act and 29 C.F.R. § 785.19 because you are relieved from your work duties during the break and the period is long enough for you to use it for the

purpose of eating a meal, even accounting for the travel time required by your employer. There is no indication that your employer requires employees to work while they are eating and it appears that employees are relieved from any work responsibilities during that time. Further, the 46 to 54 minutes available for employees after arriving at the break area is more than enough for the purpose of eating a meal. Indeed, this amount of time is much longer than the 30 minutes that is ordinarily sufficient for a bona fide meal period. This analysis focuses on relief from work and the sufficiency of time for the meal after mandatory travel time; the length of travel time is not itself determinative. As such, employees may use the meal period “for the purpose[] of eating regular meals” or for other personal matters consistent with 29 C.F.R. § 785.19(a) and (b). See [WHD Op. Ltr. FLSA2026-7](#).

This conclusion is consistent with *Naylor*, which expressed concern that employer-mandated travel time could in certain circumstances “render a break a rest period instead of a meal period[.]” *Naylor*, 801 F.3d at 505. There, employees received a 30-minute meal period, and employer-required travel consumed up to 12 minutes of that period, leaving as little as 18 minutes available for eating. Again, the problem in that case was not that the employer required the employees to travel for up to 12 minutes, but rather that the remaining time was insufficient to eat a meal under the circumstances (or at least a jury might reasonably conclude such). Here, by contrast, employees receive a 60-minute meal period. Assuming the midpoint of the reported travel-time range, employees spend approximately 10 minutes traveling, retaining approximately 50 minutes in the designated break area. Even assuming the maximum reported travel time of 14 minutes, employees retain approximately 46 minutes for eating and personal activities. That remaining time is substantially greater than the shortened meal period at issue in *Naylor*, and, regardless, far exceeds the 30 minutes ordinarily regarded as sufficient for a bona fide meal period under 29 C.F.R. § 785.19. Accordingly, the concerns identified in *Naylor* regarding whether employer-mandated travel time had reduced the meal period to something more akin to a compensable rest break are not present here.

You also assert that travel time to and from the break area should be compensable because “[e]mployees are not fully relieved of their duties for the purpose of eating a meal until they can access their food in the designated break area[.]” The Division—and most courts—reject the “complete relief from duty” standard and instead evaluate the compensability of meal periods under the predominant benefit test, although a few outliers continue to apply the former formulation.¹ When employees need just a few minutes of travel time to access a break room or other location where they can eat their meal, that time is generally not compensable. See

¹ See [WHD Op. Ltr. FLSA2026-7](#) at 2 (the Act does “not require absolute freedom” from every limitation or condition to constitute a bona fide meal period); see, e.g., *Reich v. S. New Eng. Telecomms. Corp.*, 121 F.3d 58, 64–65 (2d Cir. 1997); *Babcock v. Butler Cnty.*, 806 F.3d 153, 156 (3d Cir. 2015); *Roy v. Cnty. of Lexington*, 141 F.3d 533, 544–45 (4th Cir. 1998); *Bernard v. IBP, Inc. of Neb.*, 154 F.3d 259, 264–65 (5th Cir. 1998); *Ruffin v. MotorCity Casino*, 775 F.3d 807, 811 (6th Cir. 2015); *Leahy v. City of Chicago*, 96 F.3d 228, 230 n.2 (7th Cir. 1996); *Guyton v. Tyson Foods, Inc.*, 767 F.3d 754, 763 (8th Cir. 2014); *Castaneda v. JBS USA, LLC*, 819 F.3d 1237, 1253–54 (10th Cir. 2016); but see *Mauia v. Petrochem Insulation, Inc.*, 5 F.4th 1068, 1073 (9th Cir. 2021) (applying the “completely-relieved-from-duty” test; *Gelber v. Akal Sec., Inc.*, 14 F.4th 1279, 1281–82, 1286–87 (11th Cir. 2021) (applying the “completely-relieved-from-duty” test).

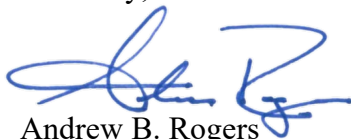
Naylor, 801 F.3d at 505 (holding that a “couple of minutes” of travel time “does not undermine the noncompensable nature of the break.”); [WHD Op. Ltr. FLSA2004-22](#) (a 20-minute meal period was bona fide where it only took one to one and a half minutes to access the break room). Employees here receive a 60-minute meal period, compared to the 30-minute meal period in *Naylor* and the 20-minute meal period previously addressed by the Division. See [WHD Op. Ltr. FLSA2004-22](#). That longer meal period reinforces the conclusion that the comparatively brief travel time at issue does not prevent employees from receiving ample time to eat a regular meal and use the remainder of the break for personal purposes.

Your letter indicates that an applicable CBA establishes a 60-minute meal period and that you believe that you are contractually entitled to a full 60-minute meal break in the designated break area. While collective bargaining agreements cannot waive or reduce the Act’s protections, “nothing in the Act or the regulations . . . relieves employers from their contractual obligations under collective bargaining agreements.” 29 C.F.R. § 541.4. Therefore, the parties’ rights under the CBA are governed by the agreement and applicable labor law, and the Division’s analysis here is limited to applying the Act to the meal break and circumstances as you described them.

This letter is an official interpretation of the governing statutes and regulations by the Administrator of the Wage and Hour Division of the United States Department of Labor for purposes of the Portal-to-Portal Act. See 29 U.S.C. § 259. This interpretation may be relied upon in accordance with section 10 of the Portal-to-Portal Act, “notwithstanding that after any such act or omission” in the course of such reliance, the interpretation is “modified or rescinded or is determined by judicial authority to be invalid or of no legal effect.” *Id.*

We trust that this letter is responsive to your inquiry.

Sincerely,



Andrew B. Rogers
Administrator

***Note: The actual name(s) was removed to protect privacy in accordance with 5 U.S.C. § 552(b)(6).** We understand that you do not seek this opinion for any party that the Wage and Hour Division (WHD) is currently investigating or for any litigation that commenced prior to your request. This opinion is based exclusively on the facts and circumstances described in your request and is given based on your representation, express or implied, that you have provided a full and fair description of all the facts and circumstances that would be pertinent to our consideration of the question presented. The existence of any other factual or historical background not contained in your letter might require a conclusion different from the one expressed herein.