U.S. Department of Labor

Wage and Hour Division
Washington, DC 20210

FLSA2026-7

May 28, 2026

Dear **Name***:

This letter responds to your request for an opinion concerning whether an employer must consider time an employee spends traveling off-site voluntarily for a meal when determining whether a meal period is compensable under the Fair Labor Standards Act (FLSA or Act). Specifically, you ask whether time spent traversing an employer's premises and passing through a controlled access entry and exit is compensable under the Act when the employer allots employees a 30-minute meal period during which they are allowed to remain on the premises.

Based on the information you provided, it is our opinion that the time set aside for the meal period is long enough to allow you to use it on-site for this purpose and is an uninterrupted period during which you are relieved from duty for the purpose of eating or engaging in personal activities. An employee voluntarily forgoing this option to go off-site does not alter the analysis. Accordingly, the meal period your employer provides is bona fide pursuant to 29 C.F.R. § 785.19.

BACKGROUND

You represent that you are employed at a "large, secured facility with controlled access points and parking located a significant distance from work areas." We surmise that the secured facility and parking are part of a larger corporate campus. You state that your employer provides an unpaid 30-minute meal period, during which you have the option to leave the premises, or remain at the work site, "in which case no time is lost to walking or access delays." Nevertheless, based on the information in your request, because it takes 5 to 10 minutes to walk from your job site to the parking lot, with additional time to pass through the facility's security gates, and similar time is required upon your return, you state that some employees are left with only 10 to 15 minutes in their meal period. You feel that this creates a "coercive dynamic" which discourages employees from taking meal breaks off-site.

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 amount of wages an employee is entitled to receive cannot be determined without knowing the number of hours worked. *See* 29 C.F.R. § 785.1.

The Act generally does not require employers to provide employees rest breaks or meal periods.[1] If such breaks are provided, however, Wage and Hour Division (WHD or Division) regulations explain when such time is compensable. The relevant regulation, first promulgated in 1955,[2] addresses the compensability of employees' mealtimes. It provides that "[b]ona fide meal periods are not worktime," and that to be bona fide the employee must be relieved from duty for the purposes of eating regular meals.[3] 29 C.F.R. § 785.19(a). Typically, "30 minutes or more is long enough for a bona fide meal period." *Id.* "It is not necessary that an employee be permitted to leave the premises" if the employee is "freed from duties during the meal period." *Id.* § 785.19(b).

The central issue in most meal break cases is whether the employees were required to "work" (as that term is used under the FLSA) during their meal period. Put another way, we evaluate whether employees *actually* were relieved from their work duties and tasks. Courts have generally adopted the "predominant benefit" test, under which time is compensable work time if it is predominantly for the employer's benefit, and non-compensable if it is predominantly for the employee's benefit. *See*, *e.g.*, *Reich v. S. New England Telecomms. Corp*., 121 F.3d 58, 64 (2d Cir. 1997) (citing *Skidmore v. Swift & Co*., 323 U.S. 134, 136–37 (1944) and *Armour & Co. v. Wantock*, 323 U.S. 126, 133 (1944)); *Leahy v. City of Chicago*, 96 F.3d 228, 230 n.2 (7th Cir. 1996). This requires a fact-intensive analysis that must be applied on a case-by-case basis.

The Act does not require absolute freedom for a break to be bona fide and non-compensable. An employer may place certain limitations or conditions upon a bona fide meal period without having to compensate employees for such time, and courts have agreed that employees need not be permitted to leave the premises to receive a bona fide meal period. For example, in *Ruffin v. MotorCity Casino*, 775 F.3d 807 (6th Cir. 2015), the Sixth Circuit ruled that meal breaks for casino security guards were not compensable under the FLSA because even though they were not permitted to leave the premises and were required to monitor their radios, they were otherwise free to eat and socialize. *See also Haviland v. Catholic Health Initiatives-Iowa, Corp*., 729 F. Supp. 2d 1038, 1062 (S.D. Iowa, 2010) (collecting cases showing that "substantial law supports a finding that merely requiring an employee to remain on the employer's premises does not convert meal break time into compensable working time"). These cases and others reinforce the Division's longstanding position that requiring an employee to remain on the employer's premises does not convert meal break time into compensable working time.

Consistent with the foregoing, we have explained that employees who during their meal periods were "restricted to a small lunchroom and [could] not . . . leave the building[,]" in order to maintain security and avoid theft, nevertheless received a bona fide meal period and were not entitled to compensation. *See* WHD Opinion Letter FLSA2004-7NA (Aug. 6, 2004). Indeed, we confirmed that merely because "the employees are not allowed to leave the premises and are otherwise

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[1] The Act requires employers to afford breaks in certain circumstances. For example, most nursing employees have the right to reasonable break time to express breast milk while at work; this right is available for up to one year after the child's birth. *See* 29 U.S.C. § 218d; *see also* WHD Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work.

[2] The regulation was first promulgated in 1955 in 29 C.F.R. § 785.3(d), *see* 20 Fed. Reg. 9963, 9965 (Dec. 24, 1955), and subsequently moved to 29 C.F.R. § 785.19, *see* 26 Fed. Reg. 190, 192 (Jan. 11, 1961).

[3] Compensability of rest periods is addressed in 29 C.F.R. § 785.18.

slightly restricted in their activities during the meal period" did not transform the time into compensable hours worked. *Id.* In concluding that the meal period at issue did "not constitute compensable worktime[,]" WHD focused on the fact that "the employees [were] completely relieved from their duties, . . . allowed to take their meals uninterrupted by the employer, and [were] provided sufficient time to eat their meal."

OPINION

Based on the factual representations in your letter, the Division concludes that your employer provides a bona fide meal period consistent with 29 C.F.R. § 785.19 because you are relieved from your work duties during the 30-minute meal break, and the period is sufficient to allow you to use it for the purpose of eating a meal.

Subsection 785.19(b) expressly provides that for a meal period to be bona fide, it "is not necessary that an employee be permitted to leave the premises" if the employee is "freed from duties during the meal period." Thus, while your letter indicates that you believe that 30 minutes is insufficient time for an off-site meal due to the physical characteristics of the employer's facility (*e.g.*, distance to the parking lot and waiting to pass through security, among other things), you nevertheless have the option to leave the employer's premises during the meal period—which, as explained above, is not required by the Act.

As a number of courts have ruled and WHD has previously explained, the fact that an employee is required to eat his or her meal on the employer's premises or is minimally restricted in the activities they may perform does not convert this meal period into compensable time. Moreover, because the employer may lawfully require employees to remain on the premises for the meal period, the fact that an off-site meal may be difficult to undertake in the time provided does not affect whether you receive a bona fide meal period.

For the same reason, an employer is not obligated to exclude from a bona fide meal period, and to consider as compensable, time voluntarily spent to travel off-site to acquire or eat a meal or to otherwise extend the 30-minute meal period to accommodate time an employee may spend leaving and returning to his or her work area from off-site before and after the meal.[4]

Determining whether a meal break is bona fide also requires consideration of whether "work" was performed by the employee during the meal period. There is no indication in your request that your employer requires employees to work during a meal period when they are present at the worksite, and it appears that you are relieved from work responsibilities during that time. As such, you have discretion to use your 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).

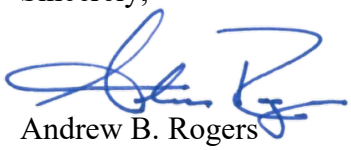
This letter is an official interpretation of the governing statutes and regulations by the Administrator of the Wage and Hour Division of the United States Department of Labor for purposes of the Portal-to-Portal Act. *See* 29 U.S.C. § 259. This interpretation may be relied upon in accordance with section 10 of the Portal-to-Portal Act, "notwithstanding that after any such act

[4] It is also important to remember that applicable state and local wage and hour laws may have rules and requirements that are more stringent than the FLSA's requirements.

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).** You represent 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.