



November 22, 2004

FLSA2004-22

Dear *Name **,

This letter is in response to your request for an opinion under the Fair Labor Standards Act (FLSA), regarding the application of a twenty minute unpaid meal period.

Your question is whether the *Name ** would incur a liability to pay compensation for an unpaid twenty-minute meal break to correction officers under the provisions of the FLSA. You indicate that during this twenty-minute unpaid meal period, the employees will be completely relieved from duty for the purpose of eating a regular meal. You also state that twenty minutes will be sufficient for employees to eat a meal because, based upon the available break rooms, it has been determined that it would take the employees from one to one and a half minutes to arrive at a break room. You further state that the less than one-half hour meal period would allow for a second ten to fifteen minute paid rest period. The union is unhappy with the current situation, because there is only a single 30-minute unpaid meal period. Therefore, the management, employees and union are all in agreement that they want the present thirty-minute unpaid meal period shortened to a twenty-minute unpaid meal period.

The determination of hours worked under the FLSA is discussed in Interpretive Bulletin, Part 785 (copy enclosed). As explained in section 785.19, bona fide meal periods are not working time under the Act. Bona fide meal periods are those in which an employee is relieved from all duties for the purpose of eating regular meals. They are not coffee breaks or time off for snacks, which are in reality rest periods. Generally, 30 minutes is considered sufficient time for a bona fide meal period. Under special conditions, a shorter period may be long enough.

In this case the employer, the employees and the employees' collective bargaining agent agree that a shorter bona fide time period is sufficient, and the conditions of the particular situation demonstrate its sufficiency. Consequently, based on the foregoing, it is our opinion that the agreed upon period of twenty minutes is a bona fide (uncompensated) meal period.

This opinion is based exclusively on the facts and circumstances described in your request and is given on the basis of your representation, explicit or implied, that you have provided a full and fair description of all the facts and circumstances which would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your request might require a different conclusion than the one expressed herein. You have represented that this opinion is not sought by a party to pending litigation concerning the issue addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

I trust that the above information is responsive to your request. If you have any further questions, please do not hesitate to contact this office.

Sincerely,

Alfred B. Robinson, Jr.
Acting Administrator

Enclosure

*Note: * The actual name(s) was removed to preserve privacy.*