FLEXIBLE WORKING HOURS – GARDENING AND OUTDOOR STAFF

1. DEFINITION OF FLEXIBLE WORKING HOURS

1.1 Flexible working hours shall be defined as a system of attendance whereby employees select their starting and finishing times from day to day, subject to the concurrence of the Unit in which they work and to specified conditions.

2. BANDWIDTH

2.1 Bandwidth is the period during the day when all staff may record time worked.

2.2 The maximum bandwidth shall be 12 hours, the earliest starting time being 6.00 a.m. and the latest finishing time being 6.00 p.m.

2.3 Time shall not be credited to an employee for attendance outside the bandwidth. Any time worked outside the bandwidth shall be paid for as overtime.

3. CORE TIME

3.1 Core time shall not apply in respect of staff engaged on gardening or outdoor activities.

4. SETTLEMENT PERIOD

4.1 A settlement period shall be four weeks.

4.2 The settlement periods for the purpose of time recording and for flexi leave shall coincide.

5. CONTRACT HOURS

5.1 The contract hours for an employee is seven hours per day.

5.2 An employee's contract hours for a settlement period shall be calculated by multiplying the normal weekly hours (35) by four (4).

5.3 An employee's contract hours shall be the basis for determining whether that employee has accumulated credit or debit hours during any settlement period.

6. HOURS WORKED

6.1 An employee may select starting and finishing times from day to day.

6.2 Where on any day it appears that work will not be available for an employee prior to a specified time, nothing in sub-paragraph (i) hereof shall prevent the employee being directed not to commence duty prior to such specified time.

6.3 All employees shall be entitled to work their daily contract hours on any day.

6.4 An employee shall be required to work a minimum of five hours on any day on which leave or flexi leave has not been taken.

6.5 No more than ten ordinary hours shall be worked on any day unless those hours in excess of ten are approved and paid for as overtime.

6.6 An employee may only accumulate credit hours in excess of the daily contract hours where the supervisor is satisfied that work is available and it is convenient to the Unit for the employee to so work.

7. LUNCHEON PERIOD AND MEAL BREAKS

7.1 Approval may be sought for a Unit to have a flexible luncheon period. The maximum permissible luncheon period shall be 2½ hours.

7.2 An employee shall be entitled to take a luncheon period of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum of 2½ hours respectively.

7.3 An employee substantially extending the luncheon period beyond one hour must ensure, by consultation with the Supervisor, that such an extension does not prevent the proper functioning of the section to which the employee is attached.

7.4 An employee shall not be required to be on duty for more than five (5) hours from the time of commencement without a break of the nature of that referred to in sub-paragraph (ii) hereof.

8. ACCUMULATION AND CARRY OVER

8.1 An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit or debit hours carried forward does not exceed ten (10) hours.

8.2 Where an employee's accumulation of credit hours at the end of a settlement period exceeds ten (10) hours, the excess hours shall be forfeited.

8.3 Units shall make every effort to ensure that an employee does not consistently forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexi leave being refused.

8.4 Where an employee's accumulation of debit hours at the end of a settlement period exceeds ten (10) hours, the excess hours accumulated shall be debited against the employee's accrued recreation leave or, should the employee have no such leave available, shall be taken as leave without pay.

8.5 For the purpose of determining whether an employee has accumulated credit or debit hours during a settlement period, the employee shall be deemed to have notionally worked standard hours or the appropriate portion thereof on any day, or part of a day, upon which the employee was absent on approved leave, not being flexi leave, during that settlement period.

9. FLEXI LEAVE

9.1 An employee may, with the concurrence of the supervisor, take off a maximum of two (2) full day or four (4) half days at any time in a settlement period. A half day is to be represented by 3½ hours.

9.2 It is not necessary for an employee to have a credit balance when taking flexi leave.

9.3 A half-day flexi leave must either precede the period of work for the day or follow the period of work for that day, i.e. a period equal to half the employee's daily contract hours must be worked during the bandwidth, either before or after taking the half-day flexi leave.

9.4 A half-day flexi leave may be taken with either a half-day recreation leave or a half-day study time so as to cover a full day's absence from duty.

9.5 Flexi leave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.

9.6 Flexi leave may not be taken at the end of a period of extended leave or leave without pay, where to do so would enable an employee to gain payment for a weekend in respect of which payment would not normally be made.

9.7 A full day flexi leave cannot be taken on consecutive working days, even though those days may be in different settlement periods.

9.8 An employee must obtain the approval of the Supervisor prior to proceeding on flexi leave.

10. TRAVELLING ON OFFICIAL BUSINESS

10.1 Any travel on official business during the standard hours on a working day shall be treated as time worked.

10.2 Employees shall be compensated for travelling time outside the bandwidth.

11. TRANSFER TO OTHER LOCATIONS OR UNITS

11.1 An employee transferred from one location to another or from one unit to another shall carry credit or debit hours to the new location.

11.2 Units shall ensure that details of a transferred employee's debit or credit hours are conveyed to the new unit at the time of transfer.

12. TERMINATION OF SERVICE

12.1 Where an employee gives notice of resignation or retirement the employee shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

12.2 Units shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such employees.

12.3 Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that employee shall be adjusted accordingly.

12.4 An employee may receive compensation for accumulated credit hours outstanding on the last day of service:

(i) where an employee's services terminate without notice for reasons other than misconduct;

(ii) where an application for a period of flexi leave which would have eliminated the accumulated credit hours was made pursuant to this Arrangement during the period of
notice of retirement or resignation and was refused.