



Employee Absences due to Weather Conditions, Transport Strikes or Major Incidents Affecting Travel or Public Safety.

As a Specialist Employment Law Firm, we have recently been asked, due to the unusual weather over the last few months, as to what employers should do in unusual circumstances such as extreme weather conditions.

In this publication we consider what employers might wish to put in place to cover such matters as;

- Extreme weather, for example snow for flooding;
- Transport strikes;
- An ESB strike; or
- Some other unusual circumstance.

Unusual circumstances can arise from time to time. It is necessary to have a policy to deal with this.

It does not necessarily have to be deemed part of an employee's contract of employment. Once you decide to have a policy the next step is to clearly communicate this to your employees. The way to communicate your policy is with an appropriate policy document.

Why have a policy document?

Having a policy document in place is important when deciding if disciplinary action is necessary if it is believed an employee has taken advantage of a situation for their own benefit.

What are your obligations when an employee does not attend at work?

Normally the rule is that the employer is not obliged to pay the employee where the workplace is open and the employee does not attend, is late or leave early.

Why would you just not pay the employee if there is an unusual circumstance.

Unusual circumstances arise. They are outside the control of the employee. Creating a positive working environment is important for you as an employer. Simply deciding not to pay because an employee is late or has to leave early because of snow, extreme weather conditions, or because of a transport strike may not create and maintain a good working environment. You therefore need to look at other alternatives. Taking this into account we have set out a possible policy document that you might wish to consider as a starting point.

Every business is unique. We recognise that. Therefore there is no one policy or procedure which suits every workplace. Any policy must be tailored to the requirements of your workplace.



What happens if you the employer decides to close the workplace?

This causes a lot of discussion among Lawyers.

If a premise is closed due to what is termed a “Act of God” such as flooding then you have no obligation to pay the employee.

If you decide to close your premises because of an ESB strike, a transport strike or inclement weather where the premises could remain open but you decide to close it then you are liable to pay the employee. Common-sense is needed.

Each situation of an unusual absence will be different. A common-sense approach will be needed. Where there are clear Health and Safety risks to some employees then different criteria will apply. Some employees may be able to work from home. Others may not.

You should have a plan in place as to what will happen if any such unusual circumstances arise. Communicating that plan to employees lessens the potential for disputes.

Possible Policy “Company Name”

Absence policy due to inclement weather / transport strike or other unusual circumstance.

Policy Statement

- 1.1 This Policy sets out the Company’s procedure for the reporting and management of absences in emergency or unusual circumstances. It is a policy of the Company that this will be dealt with in a fair and consistent way. This is why the company has set out a policy.
- 1.2 This Policy is designed to address situations such as serious weather conditions, transport strikes/ disruptions and natural disasters which may result, or, could result in you an employee not being able to attend at work. These circumstances may also result in you an employee arriving late to work, requiring to leave early or being required to work from home. These circumstances could include;
 - (a) A major incident affecting travel or public safety, or
 - (b) Industrial action affecting transport networks or power supplies or extreme weather conditions such as flooding or heavy snow



- 1.3 The Company accepts that circumstances such as those set out at 1.2 above are outside the control of any employee. It is the Policy of the Company to stay open during normal working hours all employees are expected to make every reasonable effort to attend for work at the appointed time. In cases where an employee is unable to attend for work this Policy and procedure set out below will apply.

2. Who is covered by this policy.

- 2.1 This policy covers all employees of the company. (In certain circumstances certain groups of employees may be ones you might consider excluding such as casual workers)
- 2.2 This policy applies where an employee is unable to attend for work due to transportation issues outside of the control of the employee and that the employee has been left with no reasonable means of transportation to the workplace.
- 2.3 Employees are expected to seek to use every reasonable means of transport to the workplace including all types of public transport which may be available. This may include having to take extra time for the journey and / or taking an alternate means of transport or route.

3. The Reporting Procedure

If you cannot attend to work due to a reason set out above you must contact your Manager by telephone as early as possible and no later than 30 minutes after the time when you were normally expected to start work. You should inform your Manager of the exact reason that you cannot travel to the workplace and the expected length of your absence from the workplace.

Please note it is a condition of this Policy that if conditions improve sufficiently during the day employees should report this to their Manager and attend work unless otherwise told not to. For example purposes only if there is heavy snow and your only means of transport is a bus and the buses stop running or are not running in the early morning but recommence at say 10am in the morning then you are expected to get the bus at that time and come to the workplace.



4. Unauthorised Absence

- 4.1 Cases of unauthorised absence will be dealt with under the Company Disciplinary Policy.
- 4.2 Absences which have not been notified according to the reporting procedures will for all purposes be treated as unauthorised absences and may result in disciplinary action up to and including dismissal.
- 4.3 If you do not report for work and have not telephoned your Manager to explain the reason for your absence your Manager may try to contact you. This will not be treated as a substitute for you reporting your absence. Failure to report will mean that the absence will be treated as an unauthorised absence.
- 4.4. Any employee who does not make all reasonable efforts to attend work or who fails to contact their Manager without good reason may be subject to disciplinary action for misconduct up to and including dismissal. The Company will consider all the circumstances including the distance the employee has to travel, local conditions in their area, the status of the road and/or public transport and the efforts made by other employees in similar circumstances.

Payment During Such Absences

- 5.1 You will not be entitled to be paid for a time in which you are unable to attend in the workplace even if this is due to extreme weather, travel disruption or natural disaster where the workplace remains open. In such circumstances the Company may agree one of the following options with you.
 - (a) That you take the time/ day as a period of unpaid leave; or
 - (b) That time/day can be worked back; or
 - (c) At your request that the time / day / days would be treated as part of your Annual Leave entitlements.

(a) or (b) will be chosen in each situation at the discretion of the Company. If you request that the day be treated as Annual Leave then the Company will consider same. The company however reserves the right to determine that (a) or (b) only will apply.
- 5.2 Where an employee has been approved to work from home during such time you the employee will receive your normal pay.



- 5.3 Employees may be required to work from home where possible or from an alternative place of work, if available.
- 5.4 Where serious weather conditions are predicted employees are required to make appropriate arrangements with their Manager before leaving the workplace in the event that they cannot travel to work and are required to work from home.

Leaving Early

- 6.1 Your Manager / Line Manager will be responsible for deciding when any request to leave early as a result of adverse weather or transport disruption is warranted bearing in mind all available information including where you live and the manner by which you travel from work to home.
- 6.2 In cases where your Manager / Line Manager is satisfied that leaving the workplace early is justified the loss of time will be managed by giving consideration to the use of appropriate options.
 - (a) Take the time as a period of unpaid leave; or
 - (b) The time can be worked back.

7. Where Management Decide to Close the Premises

In the event that the premises at which you normally attend to work is unable to open due to inclement weather / natural disaster or some other reason outside of the Company control the company will make every effort to notify you as soon as possible. In all other circumstances you the employee are expected to make every reasonable effort to attend the workplace as set out above.

Where the company is unable to open the premises at which you normally work due to inclement weather / natural disaster or for some other reason outside of the Company's control you will not be entitled to be paid.

Where the company decides that it is possible to open the premises but determines that for Health and Safety reasons or for some other reason that it is impractical, or not reasonable to open the premises then in such circumstances you will be paid.



Policy Review

This Policy will be reviewed from time to time by the company. The company will monitor good practice to ensure that this policy is achieving its stated objectives and reserves the right to change this policy at any time.

This policy shall not be deemed to form part of your Contract of Employment and it may be amended at any time at the discretion of the Company. The Company may also vary the procedures set out in this Policy including any time limit as appropriate in any case.

The company Policy will be dealt with in a fair and reasonable manner at all times.

Disclaimer – please see our disclaimer policy

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Appropriate professional legal advice should always be obtained before acting or refraining from acting as a result of anything contained in this publication.