

“EXTREME WEATHER POLICY”

1. Extreme Weather Conditions Policy

Introduction

If, due to adverse weather conditions, commuters are advised by local government agencies in your geographic area not to travel except in emergencies and you are unable to attend work as a result, the following procedure applies:

1.1 Notice

- i) You must immediately advise your line manager of any intention not to attend the office due to extreme weather conditions or of any scheduled work that may be affected as a result.
- ii) You must also contact any clients as soon as possible to advise them that you will not be attending scheduled appointments.
- iii) You must keep your line manager informed on a daily basis during periods of absence under this policy.

1.2 Your options if you do not attend work

i) If you do not wish to work from home

If you do not attend work AND you do not wish to work from home /are unable to work from home during extreme weather conditions note that you will not be entitled to remuneration (pay).

In such circumstances, the company has put in place a policy to balance the needs of the business and the needs of staff during such periods. See below at 1.4

ii) If you wish to work from home

- a. First, you should assess whether or not it is practical for you to work from home on a temporary basis during adverse weather conditions. This will involve an assessment of the type of work you normally carry out and the suitability of your home environment for work purposes.
For example, if you have young children at home due to school closures it may not be practical to work from home or the type of work that your job role involves may not be transferrable to your home environment.
- b. If you notify your manager of your wish to work from home your manager will balance the needs of the business with the impact of ‘background noise’ likely to be experienced as a result of your home working environment, before making a decision.

- c. If you work from home it may be necessary for your manager to arrange temporary insurance cover under the company insurance policy.

1.3 Working from home

- i) Working from home is subject to receiving your manager's permission and is a temporary arrangement only.
- ii) If you wish to work from home for a temporary period during extreme weather conditions contact your manager immediately and explain:
 - a) How you plan to manage your working day
 - b) Any materials, data and/or support that you may need and
 - c) Which of the following options you would prefer
- iii) Working as Normal: If you work from home you will receive your usual remuneration [less any travelling expenses which you may normally incur].
- iv) Skeleton Cover: If you are unable to work as normal but are willing to provide skeleton cover from home for dealing promptly with high priority tasks as agreed with your manager you may select a remuneration/ compensation scheme from the following options:
 - a. Accrue TOIL hours pro rata those worked from home (remaining hours unworked will be treated as unpaid leave)
 - b. Be paid an hourly rate pro rata those worked from home (remaining hours unworked hours will be treated as unpaid leave)
- v) Your manager will confirm whether either option is practical in the circumstances.

1.4 Where it is impractical to work from home

- i) If it is impractical for you to work from home, for whatever reason, you must advise your manager immediately and the following procedural options will apply in order of priority as described below.

You may, if both you and your manager agree:

- a. Take accrued time off in lieu; alternatively:
- b. Take accrued and available holiday leave (this means accrued holiday leave which has not been pre-registered through the company's holiday leave procedures); alternatively:
- c. Bank hours not worked pro rata (which means you will 'owe' the company work for any hours paid but not worked during periods of 'extreme weather leave').
 - i. Note that you will be required to work these hours within 1 month of returning to work so you must ensure that you do not accrue more than a maximum accrual of [X days in X] consecutive weeks.

- ii. If you do not work the hours owed to the company within the time required when you return to work, the difference will be treated as an 'over-payment during extreme weather conditions' and any such over-payment will be deducted from your next salary payment; alternatively:

ii) Where none of the above options are agreed, your leave will be unpaid and you will not receive any compensation.

1.5 If you are at work when extreme weather conditions occur

- i) If you are at work when extreme weather conditions threaten to affect your ability to travel safely then you should:
 - a. Cease work
 - b. Put any essential security measures in place
 - c. Inform your manager
 - d. Leave work
 - e. Refer back to this policy if weather conditions persist

1.6 If the office shuts down during extreme weather conditions

If the office is closed due to extreme weather conditions and it is not practical for you to work from home, you will be effectively 'laid off'. Refer to your terms and conditions to establish whether you will receive full or statutory pay during lay off periods.

1.7 Access to Company property during temporary periods of home working

i) If your manager agrees to you working from home on a temporary basis during extreme weather conditions, you should arrange access to required materials and information in order to complete the agreed work. Access you may require includes but is not limited to:

- a) Email
- b) Intranet
- c) Shared files
- d) Client and supplier contact information
- e) Laptop (if necessary)
- f) *[add any others that you consider relevant]*

ii) If you do not have access to this information, you should phone the office promptly with a list of your requirements as the need arises.

iii) Note that all such equipment and data remains the property of the organisation at all times and must be password protected and stored securely to ensure confidentiality. You must not retain copies of such information and/or data for any reason other than business use. Breach of this policy is a disciplinary offence.

1.8 When it is safe to travel

- i) You are expected to make the effort to travel to work when government agencies cease to issue travel warnings to commuters in your geographic area even though conditions may not be 'ideal'. This means that you should stop working from home and attend your normal place of work.
- ii) If you fail to return to work in such circumstances you will be treated as 'absent without leave (AWOL)' and unless exceptional circumstances exist and your manager has given you permission to continue working from home you will not be paid or given time off in lieu or provided with any other form of compensation. Breach of this policy is a disciplinary offence.

1.9 Return to normal terms and conditions

- i) When you return to work your normal terms and conditions will apply with the exception that you will be expected to incur / accrue minimal or no TOIL hours in subsequent weeks until the company has 'absorbed' the costs of the extreme weather conditions in relation to its business and staffing operations. This is in the interests of all stakeholders.
- ii) You are therefore required to seek advance permission for any extra hours worked during the first few weeks after a return to work.
- iii) Salaried workers may be required to work occasional extra hours without extra pay or compensation in order to catch up with work and to assist the company in resuming normal service.

If you would like more information on the above or if you would like to discuss how this might affect you and your business, please do not hesitate to visit our website www.pitmans.com/employment/ or contact our team direct.

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