



Employment Law Update –
Sick Pay during Suspension



Launch of National
Recruitment Advertising
Campaign



EMC Leadership
Development



National Pay Developments
& Regional Pay Briefing

NATIONAL RECRUITMENT CAMPAIGN LAUNCHES IN JANUARY

EMC has been working jointly with the LGA to support the government funded national recruitment campaign for our sector - **Make a Difference, Work for Your Local Council**. A key part of our role has been to provide an opportunity for councils in the region to give feedback and help inform the development of the toolkit of resources and the focus of this year's advertising campaign which will launch on 5th January 2026 for six weeks.

You can maximise the impact of the advertising campaign by using the resources available through the toolkit which includes a range of materials that are ready to use, but you can also tailor them to meet your specific needs or reflect your area. The toolkit has been revised to make it easier to access and has guidance on how to use the materials, with template text. It includes videos on additional roles and early career opportunities to attract young people to the sector. You can access the toolkit through the link below.

[READ MORE](#)

REGIONAL PAY CONSULTATION BRIEFING – 20TH JANUARY 2026 10.00-12.00, MS TEAMS

We have already shared information on the national pay claims received so far for 2026, but you can access links to the details in the national news round-up of this bulletin. Directors/Service Heads in HR and Finance along with Chief Executives and senior Members with a Resources portfolio and Leaders are invited to attend our East Midlands consultation briefing to discuss the claims, ask questions and give feedback to members of the Employers' Side of the National Joint Committee and the lead negotiators to help inform the Employers' response. Please use the link below to book your place.

[READ MORE](#)

PROJECTS WITH LOCAL AUTHORITIES

During December EMC has supported authorities with:

- Mediation
- Pay benchmarking
- Restructuring support

Contact Sam or Lisa if you would like any support in your organisation.

[CONTACT LISA](#)

[CONTACT SAM](#)



LEARNING & DEVELOPMENT

PROVIDING LEADERSHIP & MANAGEMENT DEVELOPMENT AT ALL LEVELS

Supporting leadership and management development needs in the lead up to LGR is a key priority and EMC are providing a range of ILM accredited courses for people to access working alongside other councils.

For **Team Leaders/Supervisors**, we have an ILM 3 Award in Leadership and Management with two programmes to choose from – the full content, dates and delivery methods can be found on the links below along with booking information:

[ILM 3 Award in Leadership and Management Cohort 1 \(6 days\)](#) 4th February

[ILM 3 Award in Leadership and Management Cohort 2 \(6 days\)](#) -12th March

and for **Middle Managers** an ILM 5 Certificate in Leadership and Management starting on 10th March 2026.

[ILM 5 Certificate in Leadership and Management \(9 days\)](#)

We also have a number of Coaching & Mentoring options on offer:

[ILM 7 Certificate in Executive Coaching and Mentoring \(9 days\)](#) – 2nd June

[ILM 5 Certificate in Coaching and Mentoring Cohort 1 \(7 days\)](#) – 17th June

[ILM 5 Award & Certificate in Leadership and Management \(combined\)](#) – 17th Sept

All these programmes provide knowledge and skills to improve understanding and confidence, as well as collaboration opportunities, when leading others and EMC have negotiated significant discounts

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EAST MIDLANDS CHALLENGE 2026 – REGISTER YOUR INTEREST!

Secure your Councils Team at this valuable learning event alongside the other councils who have already registered theirs at our early bird rate of £1850.00 + VAT if booked before **16th January 2026**.

The Challenge offers a fantastic opportunity for aspiring leaders to gain exposure to issues outside of their normal work, giving them a taste of what senior management is really like and testing their skills in running a Unitary council.

Teams will work with neighbouring stakeholders and partners to deliver a new strategy for their organisation. They'll have to identify which areas to prioritise, deal with politically sensitive issues and maintain customer focus when determining how to provide the public with the best services possible despite limited resources. Taking on the role of senior management, teams of 6 people are required to prioritise a series of challenges, gaining exposure to issues outside of their normal work and expanding their skill set in the process.

Previous participants in this event describe the benefits and positive impact it has had on their confidence as well as their personal and career development.

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IN DEEP WITH DARREN

WHEN AN EMPLOYEE IS SUSPENDED PENDING A DISCIPLINARY INVESTIGATION, WHAT IS THE EFFECT OF THEM THEN BEING SIGNED OFF AS SICK?

I was asked a question recently that turned out not be as straightforward as I had at first thought. When an employee is suspended pending a disciplinary investigation, what is the effect of them then being signed off as sick? Should they be moved onto sick pay?

My first response to almost any question like this is: does it actually matter? Someone who is suspended should continue to receive full pay as normal. If the same employee is also entitled to full contractual sick pay, then they will also be paid in full while they are off sick – so the question of whether their absence is due to sickness or suspension might be academic.

But if for any reason the employee would not be entitled to be paid in full while off sick then this would become a really important question. Someone who is suspended must be paid in full for as long as the suspension lasts – but full sick pay is time limited. For example, the employee may be entitled to full pay for the first six months of absence, half pay for the next six months and no pay at all thereafter. Where suspension is lengthy the employer might feel that the employee is gaining an unfair advantage if they would otherwise be off sick with a sick pay entitlement that was running out. If the suspension is lifted after six months and the employee is still unfit to return to work, are they now halfway through their contractual sick pay entitlement or just at the beginning of it?

This is essentially a matter for the contract of employment. If a contract clearly provides that an employee who is signed off sick during a period of suspension will be paid according to their contractual sick pay entitlement, then it is difficult to see any objection to that.

Where employers have tended to get into trouble is when the contract is not explicit on the subject but the employer feels that because the employee is now unfit to work they should only be paid sick pay. In *Wright v Weed Control Ltd* (2008, EAT) there was no contractual sick pay entitlement and so when a suspended employee submitted a sick note the employer decided only to pay SSP. They argued that it was implicit in the contract that in order to be paid the employee must be capable of work. This argument was rejected however. The contract stated that an employee who was suspended would be paid in full and there was nothing in that to suggest that pay would only be maintained as long as the employee was capable of working.

Similarly in *Heatherwood and Wrexham Park Hospitals Trust v Beer* (2006, EAT) the employer had agreed that while suspended the employee should receive average pay - which took account of voluntary weekend working in addition to her basic hours. There was nothing in that agreement that suggested that it was dependent on her continuing to be fit to work.

Most recently in *Simmonds v Croydon LBC* (2023, ET) a Tribunal held that there was an unlawful deduction of wages when a council reduced the employee's pay in accordance with her contractual sick pay entitlement despite the fact that she had been suspended 'on full pay'.



IN DEEP WITH DARREN

All of these cases turned on the fact that there was nothing in the contract itself which said an employee who had been suspended on full pay could have their pay reduced if they would otherwise have been off sick and would have exhausted their entitled to full sick pay. If employers want to operate on that basis the need to have a clear contractual entitlement to do so. If the contract says suspension will be on 'full pay' then full pay must be maintained as long as the employee remains suspended.

Putting it that way of course does suggest another option – just end the suspension. If the purpose of the suspension is to keep the employee out of the workplace and a medical certificate makes it clear that the employee cannot come to work for the foreseeable future in any event, then why should the employee remain suspended? Bring the suspension to an end and the right to contractual sick pay will step in by default. If the employee recovers, then the suspension can be reintroduced.

This approach requires real clarity on the part of the employer that the employee is no longer suspended from work. Remember, there is no duty to suspend an employee who is accused of gross misconduct. Indeed a suspension is regarded as being destructive of the trust and confidence lying at the heart of the employment relationship. Employers are encouraged not to suspend an employee unless it is necessary to do so and it can certainly be argued that it is not necessary to suspend an employee who is not fit to work in any event.

There might be an argument that being suspended entails more than a requirement not to come into work. The employee may be frozen out of online systems and forbidden from contacting colleagues, for example. It is not obvious to me, however, that such restrictions cannot be imposed on an employee who is off sick and also facing disciplinary charges. But I would understand if employers felt cautious about taking an aggressive approach – particularly in sensitive cases where it is particularly important that the employee does not have any contact with colleagues or members of the public until the matter is resolved.

That leads me, I think, to the real solution to the dilemma - which is not to allow it to arise in the first place. Employers should not only try to avoid suspending an employee if they can – they must also ensure that any suspension is kept as short as possible. If the suspension goes on for so long that it exceeds any period of contractual sick pay to which the employee might be entitled, then something has already gone wrong. There may be cases where a long period of suspension is unavoidable – usually involving factors outside the employer’s control such as an ongoing police investigation – but these cases should be rare. Suspending an employee should create a fierce sense of urgency on the part of the employer to ensure that the situation is resolved quickly. In most cases a comparison with an employee who is on long-term sickness absence should not even arise.



NATIONAL DEVELOPMENTS

NATIONAL PAY DEVELOPMENTS

2026 Pay Negotiations

The 2026 pay claim from the NJC unions was submitted to the National Employers on 1 December. Details of the claim are available through the link below, but the headline claim is for one year and seeks:

- An increase of at least £3,000 or 10 per cent (whichever is greater) across all NJC spinal column points
- A minimum pay rate of £15 an hour for the NJC pay spine
- A two-hour reduction in the working week
- An increase of one day annual leave
- The ability of all school support staff to take a day of paid leave during term time
- The abolition of Level 1 Teaching Assistant role and instead all Level 1 role holders be moved onto Level 2

In the event of a multi-year settlement being proposed, the unions would seek the following structure to a three-year agreement:

- Year 1: £3,000 or 10 per cent (whichever is greater) on all spinal column points, alongside the introduction of a £15 minimum hourly rate
- Year 2: An increase of RPI + 3 per cent
- Year 3: An increase of RPI + 2 per cent

[READ MORE](#)

Chief Executive 2026 Pay Claim

ALACE has lodged its claim on behalf of local authority Chief Executives. The claim can be access through the link below, but in summary it seeks:

- A pay increase for all chief executives in April 2026 and subsequent years that is the same percentage increase (or equivalent percentage if expressed in £s) as those local government colleagues at the top point of the NJC scale
- If the 2026 pay deal for NJC staff involves any further increase in annual leave, we would expect to see a matching increase in the minimum leave allowance for chief executives

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