



Benchmarking Sickness
Absence



Darren Newman's advice on
Conditional Employment
Offers



Developing Coaching
Competence & Careers
Support



National Developments

BENCHMARKING SICKNESS ABSENCE

EMC is currently benchmarking sickness absence and we have received a good response to our survey so far. For those who have done so, thank you for providing your information. The results are being compiled and will be provided for the Regional Joint Council meeting taking place on 5th June 2026.

If you have not yet had the opportunity to respond, then please email Sam by noon on 3rd June so that your data can be included, and you will be sent the survey results ahead of wider publication.

[CONTACT SAM](#)

EDI NETWORK MEETING – 18TH JUNE 2026

We often hear from colleagues across the region on how valuable the networks are that EMC runs or supports. They are a useful way of sharing information and experiences and exploring opportunities to share resources or approaches, and outside of the meetings, we circulate relevant updates and information to network members.

The next meeting of the EDI network is taking place on 18th June. If you aren't already on the distribution/membership list for the network and would like to join, then please contact Suzanne at suzanne.boultyby@emcouncils.gov.uk

PROJECTS WITH LOCAL AUTHORITIES

During May, EMC has supported authorities with:

- HR Policy Development
- Independent coaching
- Mediation

EMC also offers careers support, which may be of interest to councils as part of personal development for employees and managers, succession planning, and in the context of restructuring and Local Government Reform. See our L&D page for further information on this.

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

[CONTACT LISA](#)

[CONTACT SAM](#)



DEVELOPING COACHING COMPETENCE AND CAREERS SUPPORT

EMC supports the culture and skills of **coaching and mentoring** through a varied provision of opportunities available to member authorities. This includes the much valued regional coaching and mentoring network, accredited ILM 5 & 7 coaching skills programmes, regular coaching skills CPD sessions throughout the year and short courses on coaching supervision and mentoring.

Our upcoming virtual 2.5 hour CPD Skills sessions for coaches this year include:

- | | |
|--|---------------------|
| ▪ Coaching for the next role/career journey | 9th July 2026 |
| ▪ Coaching for Resilience | 16th September 2026 |
| ▪ Coaching for Collaboration/Relationship Building | 19th November 2026 |
| ▪ Team Coaching | 28th January 2027 |

These sessions are free to coaching and mentoring network subscription members and priced at £85.00 per person for all other EMC member authorities. Please contact Lisa Butterfill if you would like to book.

To further embed and support coaching practice within organisations, we are also providing a 1-day Introduction to Coaching Supervision on 24th June at Pera Business Park, Melton Mowbray. For more information see below.

[READ MORE](#)

To support the development of mentoring skills we have a half day virtual session on 15th July 9am – 1pm. For further information and to book please see below.

[READ MORE](#)

The East Midlands Regional Coaching and Mentoring Network continues to go from strength to strength, if you would like to understand further the value and benefits for your organisation in building capability and confidence, particularly in these uncertain times, please contact Lisa Butterfill.

[CONTACT LISA](#)

CAREERS SUPPORT

EMC also offers **career support** to help people grow their skills, confidence and direction so they can progress in their careers. This can be provided through

- Individual coaching sessions identifying strengths, interests, and motivations, setting short-term and long-term goals
- Group sessions can include a focus on key related skills for current and future roles, eg communications/relationship building/change.
- Workshops tailored to a recruitment and selection process eg, CV/Application Form support, interview and presentation skills preparation and practice.

If this is an area of interest for your authority, please contact Sam or Lisa.

[CONTACT LISA](#)[CONTACT SAM](#)



IN DEEP WITH DARREN

EMPLOYMENT OFFERS AND CONTRACTS SUBJECT TO CONDITIONS

In the period between a new employee accepting an offer of employment and actually starting work, the actual status of the contract can be ambiguous. Is there even a contract at all?

One of the first things you are taught when learning contract law is that a contract is formed when an offer is accepted – but in the context of employment there is often more to it than that. The offer may be subject to conditions – such as the provision of satisfactory references, right to work checks or DBS disclosures. Where it is clear that the contract will only be formed once those conditions have been met, then the effect of a condition not being met is that there is no contract at all.

In the 2001 EAT case of *Mellors v RPS Rainer* the claimant was employed subject to a ‘satisfactory police check’. That check disclosed a number of convictions and the employer withdrew its offer of employment. The question was whether it needed to give him notice of termination. The EAT accepted that no notice was required because a contract had not been formed. The question of what a ‘satisfactory’ police check would look like was a matter for the employer and it was entitled to conclude on the information it was given that this condition had not been met.

This sort of condition is called a ‘condition precedent’. It is a condition that must be fulfilled in order for a contract to exist. It differs from a ‘condition subsequent’ which is a condition that must be fulfilled after the start of the contract and which gives grounds for termination if it is not met.

This distinction was discussed recently in the case of *Kankanalapalli v Loesche Energy Systems Ltd* (EAT, 20 January 2026). Here the claimant was offered a senior post on a project and given a start date. Something went wrong and the project was delayed. After failing to agree a new start date, the employer withdrew its offer. Could it do so without giving the claimant notice?

The employer’s argument was that the offer that was made was conditional on the receipt of satisfactory references and proof of the claimant’s right to work in the UK. At the time of the withdrawal of the offer, neither of those conditions had been met – though there was no reason to think that there was any difficulty with either. The claimant had sent the employer all the documents and information they needed. The employer had not yet sought the references from his referees and had told him that they would check the originals of his right to work documents when he started work.

The Tribunal held that because these conditions had not been met when the employer withdrew its offer there was no contract between the parties and so there was no obligation to give notice. The EAT, however, held that this was wrong. Whether the conditions were conditions precedent was a question of fact that the Tribunal had failed to consider. Even if they were conditions precedent, that was not the end of the story.

The claimant had argued that since he had done everything that he needed to do to fulfil those conditions and the employer had not yet taken the steps that it needed to take – such as seeking references from the referees – then the employer was not entitled to simply withdraw its offer. The withdrawal was not based on the failure of the conditions but on the completely separate fact that the project itself had been delayed. The EAT held that the Tribunal should also have considered this argument.



However the EAT then went on to make its own assessment of the kind of conditions that had been attached to the job offer. It held that they were ‘conditions subsequent’ – if they failed then that would give grounds for the termination of the contract, but they did not have to be fulfilled before a contract came into existence. The EAT based this conclusion on the fact that the right to work check was specifically something that would only be finalised once the employment had started and also that the contract was also conditional on the satisfactory completion of a probation period – which obviously could only be assessed after the contract had been up and running for some time. The EAT held that there was nothing to suggest that the need for references belonged in a different category than the other conditions that had been imposed.

Since the withdrawal of the offer was not the result of any of the conditions failing, there was no unconditional right to withdraw and the employer could only do so on notice. There had been no discussion of what the contractual notice period would be and so the EAT held that a reasonable notice period had to be implied into the contract. This was a senior position and it was agreed that a reasonable notice period for the role would be three months. The employer tried to argue that this would be lower during the probation period, but the EAT said that there was no evidence of that. The claimant was therefore entitled to three months’ notice.

Darren’s Advice to Employers

A lesson that you could take from this case is that if you stress that an offer is conditional and that those conditions are conditions precedent, then you have more leeway to withdraw a job offer without giving notice. But I think that is a high risk approach for relatively little benefit. After all, in the initial stages of employment the employer only has to give notice in order to terminate the contract and for most employees that will be no more than a month. Notice is a period of time – it is not a form of payment. If the employer gives a new recruit one month’s notice but does so two weeks before the job was due to start then the employee has only lost about two weeks’ pay and that is all the employer will have to compensate them for.

On a different note, a job offer that stresses how easily the employer can withdraw it is perhaps not the right tone to set when welcoming a new employee. When someone is making a leap to a new employer – perhaps leaving secure employment in order to do so – they may well be put off by a job offer that comes across as equivocal or legalistic. In the vast majority of cases having a complex argument about the law of contract will be more expensive than just paying whatever notice pay is being claimed.



NATIONAL DEVELOPMENTS

NATIONAL PAY DEVELOPMENTS

Update on Negotiations for Local Government Services (Green Book)

Yesterday (28th May) GMB notified the Employers of the outcome of its ballot on whether to accept or reject the pay offer of a 3.3% increase. The ballot was conducted on a neutral basis and on the understanding that a vote to reject the offer is also a vote in favour of moving to a formal industrial action ballot. The ballot result was to reject the offer. GMB's National Committees will consider its next steps on 18 June 2026, and has asked for a further meeting with the National Employers to set out a case for an improved offer.

Unison will be balloting its members on taking industrial action. The ballots will be targeted strategically at certain employers rather than in all councils, and will run from 9th July to 6th August. We await further details on Unite's next steps.

Review of Green Book Pay Spine – Update and Terms of Reference

Earlier this month we circulated an update from the NJC for Local Government Services (Green Book terms and conditions) regarding the joint work to review the national pay spine. This included information on agreed terms of reference for the review. A copy of the Circular can be accessed here:

[READ MORE](#)

2026 Pay Negotiations for Youth and Community Workers

A pay and conditions claim has been received from the Trade Union Staff Side (Unite, UNISON, NEU and UCU) for Youth and Community Workers. The headline element of the claim is 'For a substantial pay rise of 10% to ensure that lowest paid youth worker wage remains significantly above the minimum wage of £12.71 an hour'. The claim also includes a range of work life balance elements. A copy of the claim is available through the link below.

The National Employers are conducting a consultation survey, prior to meeting next month to finalise a response to the Staff Side.

[READ MORE](#)

Soulbury Officers 2026 Pay Negotiations

The National Employers have been consulting councils on the pay claim received from the unions representing officers covered by Soulbury last month. As a reminder the claim, which was highlighted in last month's bulletin, is for a pay increase of at least RPI inflation plus five per cent on all pay points and allowances. More details are available through the link below:-

[READ MORE](#)



Coroners' Pay

Earlier this month the Employers' Side of the JNC for Coroners issued an Employers' Circular that provided an update on the stalemate in negotiations over coroners' pay. While there is some agreement between the two sides, a fundamental disagreement remains unresolved which concerns the Coroners' view that base salaries should be aligned to judicial comparators. The Employers Side is conducting a survey of coronial local authorities to seek feedback and views on the next steps, and to understand what actions councils took last year in relation to coroners' pay for 2025/26, and intentions for coroners' pay for 2026/27.

INCREASE TO HMRC MILEAGE RATE

This month the Government announced an increase to the HMRC mileage rate. Many councils in the region have moved away from the national mileage allowances in the Green Book and apply the HMRC rates instead. The rate increased from 45p per mile to 55p per mile for the 2026 tax year, so backdated to April.

A link to the government's webpage with the updated details of the HMRC rates can be accessed through the link below.

For those councils who apply the JNC national provisions in the Green Book for mileage allowances, those allowances will remain unchanged.

[READ MORE](#)

UPDATED EQUALITY ACT CODE OF PRACTICE FROM THE EHRC

On 21 May 2026, the updated draft Code of Practice for services, public functions and associations was laid in Parliament. Parliament has 40 days from the laying date to review the code. If the draft code is not disapproved by Parliament, the UK government will set a date for it to come into force and it will be published on the Equality and Human Rights Commission's website.

Once in force, the Code will have legal status as a statutory code of practice on how service providers, public functions and associations can meet the duties set out in the Equality Act 2010. The draft code can be found on the government's website accessed below.

[READ MORE](#)

HMRC GUIDANCE: COUNCILLORS ALLOWANCES AND APPRENTICESHIP LEVY

HMRC has issued updated guidance confirming how councillor allowances are treated for the purposes of calculating Apprenticeship Levy liability. Details are available through the link below.

[READ MORE](#)