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EMPLOYMENT LAW BULLETIN

NOVEMBER 2021

Welcome to Wrigleys' Employment Law Bulletin, November 2021.

Times continue to be testing for employers, particularly in the charity and education sectors. The dual demands of crisis management and strategic planning can put extraordinary pressure on leaders and managers. Our first article this month brings together the reflections of senior leaders in the most recent of our regular virtual Senior Leadership Forums. Participants shared their experience on the risks of leaders neglecting their own long-term wellbeing, the need for regular open communication between the board and the executive team, and the value of developing professional connections outside the organisation to act as an honest sounding board.

Employers working with a recognised trade union should take note of the conclusion of the Supreme Court in ***Kostal UK Ltd v Dunkley and others***. We consider the implications of this important decision which highlights the risks of making direct offers of terms to union members where collective bargaining procedures should be followed.

There has been significant recent focus in the media on the difficulties of coping with the impact of menopausal symptoms at work. In ***Rooney v Leicester City Council*** the EAT considered whether the claimant's menopausal symptoms could be a disability under the Equality Act 2010. We consider this decision and highlight some useful guidance for employers.

We also consider the decision of the EAT in ***Stott v Ralli Ltd*** and provide guidance for employers who are first told about an employee's disability during a dismissal appeal.

This month, our **Wrigleys' Essential Employment Guide to The Disciplinary Process** focuses on important considerations when making the decision to suspend an employee where there are allegations of misconduct.

We will be delighted if you can join us for our next **Employment Brunch Briefing – What's New in Employment Law**, which takes place on 7 December. In this free webinar, we will bring together key employment case law decisions from the last 12 months, and summarise important recent and upcoming changes to legislation. Please see the link below to book your place.

We are always interested in feedback or suggestions for topics that may be of interest to you, so please do get in touch.

– Alacoque Marvin, Editor **alacoque.marvin@wrigleys.co.uk**

Forthcoming webinars:

Employment Brunch Briefing

What's new in employment law?

7 December 2021 | 10:00 - 11:15

Speakers: *Alacoque Marvin and Michael Crowther, solicitors at Wrigleys Solicitors*

Click here for more information or to book

Employment Brunch Briefing

Data protection update for employers

1 February 2022 | 10:00 - 11:15

Guest Speaker: Ibrahim Hasan, solicitor and director of Act Now Training Limited

Click here for more information or to book

If you would like to catch up on previous webinars, please follow this link.

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“Same storm, different boat”

Article published on 16 November 2021

Reflections from our second Senior Leadership Forum.

The charity sector and the wider social economy encompasses every area of life, each with its own challenges and idiosyncrasies. Yet many senior leadership teams find that many of the same issues apply regardless of the nature of their organisation.

Wellbeing

Though an oft-repeated saying, one cannot look after other people if one does not first look after oneself. This rings particularly true for many senior leaders managing teams of staff and volunteers, but who themselves have no-one to turn to when the going gets tough. Many want to be accessible to their staff, but it must be done in a sustainable way to ensure the long term health of the individuals and the organisation.

Communication

Communication both internally and externally, and especially between senior leadership teams and their trustee boards, is key. Open communication with the board can be difficult in some circumstances, but scheduling regular meetings and getting actively involved in trustee recruitment can help. Finding ‘professional friendships’ - those who are in similar career positions outside of your organisation who can offer an honest sounding board - is also extremely useful.

Time management

Inboxes overflowing, the phone ringing constantly and two or three (or more) different devices and channels to juggle means the to do list can seem never ending. Needs will differ on a weekly (sometimes daily!) basis and assessing what can realistically be done helps to manage those needs. Making use of the various strategies, exercises and technology available can assist in this process, and although very personal, is an excellent start.

This article summarises some of the practical discussion points covered in our recent Senior Leadership Forum: “Same storm, different boat”. The next forums will take place in January 2022. Watch this space for further details.

Employers should exhaust collective bargaining procedures before making direct offers to workers

Article published on 22 November 2021

Supreme Court confirms that offers which would temporarily take a term of employment out of collective bargaining procedures can be unlawful.

Until fairly recently, most employers and many employment lawyers were unaware of the risks of claims when making direct offers to members of a recognised trade union. The case of *Kostal UK Ltd v Dunkley and others* has however brought the little-known section 145B of the Trade Union and Labour relations (Consolidation) Act 1992 (TULRCA) squarely into the limelight.

We covered the Court of Appeal judgment in this case in our article from June 2019: Can employers change terms and conditions by making offers directly to workers and avoiding trade union negotiations? (available on our website). The Supreme Court has now found in favour of the

claimants, allowing their appeal against the Court of Appeal decision. This decision highlights once again the significant risks for employers who seek to by-pass collective bargaining procedures.

When will a direct offer be unlawful?

Section 145B makes unlawful any direct offer by an employer to a member of a trade union which is recognised or seeking to be recognised where:

a) the effect of the offer, if accepted, would be that the workers' terms, or some of those terms, will not or will no longer be determined by collective agreement (this is known as the "prohibited result"); *and*

b) the employer's sole or main purpose in making the offer is to achieve the prohibited result.

What are the penalties for making an unlawful offer?

Awards for unlawful offers under section 145B TULRCA are very significant and are increased each year. Since April this year, claimants can be awarded £4,341 for each separate unlawful offer. This is a fixed penalty and there is no mechanism for an employment tribunal to reduce this award.

Following the original decision of the employment tribunal in Kostal, the employer's liability was reported to be in the region of £400,000.

One-off or forever more?

A key question which arose as this case went through various stages of appeal was whether the prohibited result occurs where an offer, if accepted, only temporarily takes a term out of the collective bargaining procedure. Or was it confined to situations where the offer, if accepted, would take the term of employment out of collective bargaining procedures completely, so that it would not be included in future bargaining rounds.

For example, could it be unlawful for an employer to offer individual workers a 5% pay rise to avoid this year's collective pay negotiations, when it was clear that future bargaining rounds would include collective agreements on pay? Or would the offer only be potentially unlawful if acceptance meant pay levels would not be decided by collective bargaining in future rounds?

The Supreme Court decision

The Supreme Court has now determined this question in its recent judgment: ***Kostal UK Ltd v Dunkley and others***.

Offer entailing a temporary removal of term from collective agreement can be unlawful

The Supreme Court has clarified that offers can be unlawful even where the effect of acceptance would only be a temporary removal of the term from collective bargaining. There is no need for the offer to involve workers giving up the right to have the term or terms determined by collective agreement in future.

Prohibited result occurs if there is a real possibility that the term would otherwise have been determined by collective agreement

Giving the leading judgment, Lord Leggatt concluded that offers made directly to a worker will lead to the prohibited result where "had such offers not been made, there was a real possibility that the terms in question would have been determined by collective agreement." In other words, a tribunal must consider whether the term in question "might well" have been decided by collective agreement if it were not for the direct offer.

Going further, Lord Leggatt made clear that where there is an agreed collective bargaining procedure in place for deciding the term in question, and this procedure has not been complied with, it must ordinarily be assumed that the term would have otherwise been determined by collective agreement and the prohibited result would have occurred.

Collective bargaining procedures should be exhausted

Lord Leggatt highlighted that there is nothing to prevent an employer from making an offer directly to its workers if the employer has exhausted the agreed collective bargaining procedure. In that case, it cannot be said that there was a real possibility that the matter would have otherwise been determined by collective agreement.

In the Kostal case, the employer made direct offers to workers during the collective bargaining process and before the final stage of that procedure (which involved reference to Acas for conciliation). It was clear in this case that the agreed procedure had not been exhausted before the offers were made.

Key considerations for employers

What is an "offer" under Section 145B?

Lord Leggatt also made clear that the content of the offer is not relevant to consideration of whether acceptance of the offers would lead to the prohibited result.

Quite misleadingly, section 145B TULRCA is headed "Inducements relating to collective bargaining". However, there is no need for the offer to be an inducement, in the sense of an attractive offer designed to lure workers away from union representation and collective bargaining. An offer of terms which are less generous than those currently in place could be found to be an unlawful offer if acceptance of it would lead to the prohibited result.

Employers who are seeking to agree less favourable terms and conditions with their workforce, where there is an agreed procedure to negotiate terms with a recognised trade union, should therefore be aware of the risk of section 145B claims and take legal advice before making direct offers to their staff.

Has the collective bargaining procedure been exhausted?

This case highlights the importance of following any agreed procedural steps in the collective bargaining process. It is of course possible that talks may stall and the two sides may reach an impasse. However, the procedural agreement may well provide for this situation, for example by including a referral to Acas or another external body. In that case, the procedure should be followed through.

If the procedure has been followed in full, and a failure to agree under the procedure has been declared, employers will be in a better position to show that any subsequent direct offers to the workforce were not unlawful.

The employer's sole or main purpose in making the offer

The question of whether acceptance of the offers would lead to the prohibited result is only the first of the two key stages in establishing whether an offer was unlawful or not. The second step is that the employer's sole or main purpose in making the offers was to achieve that result (in short to avoid the term being determined by collective agreement).

Although not a key element of the *Kostal* appeal, it is likely that an employer's defence of claims under section 145B will focus on evidencing that their sole or main purpose in making the offers

was not to achieve the prohibited result, but to achieve some other purpose.

The minority judgment of the Supreme Court gave its view that the sole or main purpose of an employer will not be to achieve the prohibited result where it has a genuine business purpose in making the offers.

In order to minimise the risks of claims, employers should ensure that they are very clear about the genuine business reasons (unrelated to collective bargaining) which lie behind their decision to make direct offers to workers when the terms would otherwise be decided through collective agreement.

If employers make direct offers to staff before exhausting the collective bargaining procedure, it may assist them to have evidence of the time critical nature of the genuine business reason for making those offers. However, there continues to be a risk that a tribunal would find that the principal reason for such offers was to avoid collective bargaining.

Because of the significant potential awards and the costs of defending claims, we strongly recommend that employers seek legal advice if they are considering making offers to members of a recognised union outside collective bargaining procedures.

Is the menopause a disability under the Equality Act 2010?

Article published on 15 November 2021

Recent case considered whether menopausal symptoms could have substantial adverse impact on claimant.

There has been significant recent focus in the media on the difficulties of living through the menopause, including the cost of hormone replacement therapy (HRT) and the impact of symptoms on working life. The higher public profile of these difficulties does appear to be leading to positive change. We have seen, for example the recent announcement by Timpson who have offered to pay for HRT prescriptions for their staff. This seems a positive step towards offering greater support to staff who are going through the menopause. And the Government has now agreed to make changes to limit the cost of HRT prescriptions. However, the issue of staff who are suffering from menopausal symptoms feeling unsupported in the workplace continues.

The Chartered Institute for Personnel Development reports that three in five of those surveyed between the ages of 45 and 55 experiencing menopause symptoms said they had been negatively affected at work by menopause, with estimates suggesting that as many as 900,000 women have left work due to the symptoms of menopause.

The Women and Equalities Committee recently closed an inquiry in September regarding menopause in the workplace and the viability of extending legislation under the Equality Act 2010 to better protect those suffering from menopausal symptoms against discrimination while at work. The results of this inquiry have yet to be published. Further information regarding the inquiry can be found here: Menopause and the Workplace.

Acas has produced very helpful guidance for employers on supporting staff through the menopause. This guidance recognises that the menopause is not in itself a protected characteristic under the Equality Act 2010. However, employers and managers should be aware that, if an employee were to be treated less favourably due to their menopausal symptoms, they could seek to claim discrimination on the basis of age, disability, gender reassignment or sex.

Some claimants have encountered difficulties in establishing in tribunal that their menopausal symptoms are a disability under the Equality Act. This question was considered in a recent case in

the Employment Appeal Tribunal.

Case details: ***Rooney v Leicester City Council***

Ms Rooney worked for Leicester City Council until her resignation in 2018. She brought an initial claim for constructive dismissal and unpaid holiday pay, overtime and expenses. Her solicitors stated in her claim that Ms Rooney had agreed that the menopausal symptoms she had suffered were not a disability under the Equality Act 2010. Ms Rooney later stated that this was pleaded without her knowledge and she applied to the tribunal for this statement to be removed from her claim.

Ms Rooney brought further claims of sex discrimination, harassment and victimisation regarding the Council's treatment towards her in relation to her menopausal symptoms. In her claim, Ms Rooney said the effects of her menopausal symptoms caused her to suffer insomnia, anxiety, palpitations, memory loss, migraines and hot flushes. She explained the ways in which these symptoms impacted on her day to day activities, referring to forgetting to attend events, meetings and appointments, losing personal possessions, forgetting to put the handbrake on her car and to lock it, leaving the cooker and iron on, leaving the house without locking doors and windows, spending prolonged periods in bed due to fatigue/exhaustion, dizziness, incontinence and joint pain. Ms Rooney also said she struggled to explain her symptoms in the presence of male colleagues.

At a preliminary hearing, the Tribunal found that Ms Rooney was not disabled in relation to her menopausal symptoms. Ms Rooney appealed this decision.

What did the Employment Appeal Tribunal say?

The Employment Appeal Tribunal (EAT) ruled that the tribunal were mistaken in ruling that Ms Rooney was not disabled and that the tribunal had not fully considered her claim. The EAT noted that the tribunal:

- did not cross examine the claimant and make findings on her evidence of her symptoms and their effect on her day-to-day activities;
- did not consider the meaning of "long-term" in the context of the definition of disability under the Equality Act, or consider case law on this point, and provided no explanation as to its conclusion that Ms. Rooney's impairments were not long term when she had given evidence that she had suffered them for at least a year;
- had provided no explanation as to how it had reached the conclusion that the claimant's physical symptoms did not have a substantial adverse impact on her ability to carry out day to day activities;
- focused wrongly on what the claimant could do (including caring for her family) rather than on what she could not do because of her impairments;
- had reached a conclusion which was not consistent with the claimant's evidence, despite the fact that it had not rejected that evidence.

The EAT remitted the case to a fresh tribunal to reconsider whether the claimant was disabled.

Are menopausal symptoms a disability under the Equality Act 2010?

This case is one of very few appeal decisions regarding menopausal symptoms and the definition of disability in the Equality Act, and it demonstrates the difficulties claimants can face in establishing that their symptoms amount to a disability.

Whether menopausal symptoms amount to a disability under the Equality Act 2010 in any particular case will depend on the impact those symptoms have on the individual claimant.

To be disabled for the purposes of the Equality Act, the claimant must have a physical or mental impairment that has a substantial and long-term adverse effect on the client's day-to-day activities. Menopause can have various effects of an individual's physical and mental health (see information on symptoms on the NHS website). 'Long-term' is defined in the Equality Act as an impairment that lasts or is likely to last for at least 12 months. The NHS advises that menopausal symptoms can last for around 4 years, with 1 in 10 women experiencing symptoms for up to 12 years. On this basis, a condition related to menopause is likely to be found to be long term.

The key question in tribunal is likely to be whether the menopause-related impairments have a 'substantial' adverse effect on the claimant's ability to carry out day to day activities. Tribunals should consider the claimant's evidence on the impact of their menopausal symptoms, including any medical evidence presented, and determine whether there is more than a trivial or minor impact on the claimant's ability to carry out day-to-day activities. There will certainly be cases where menopausal symptoms have sufficient impact on the individual to be regarded as a disability.

The outcome of Ms Rooney's case has yet to be determined. It will now be for a new employment tribunal to consider the evidence and to decide whether the claimant is disabled. If this is found to be the case, the tribunal will then go on to consider whether Ms Rooney was subjected to disability discrimination.

How can employers support employees suffering from menopausal symptoms?

Employers should support employees by:

- training managerial staff to better understand the symptoms of the menopause and provide support and guidance to employees;
- considering flexible working arrangements to support staff where possible;
- carrying out risk assessments which include consideration of staff going through the menopause;
- considering adjustments to the working conditions such as the provision of quiet rooms, improved changing facilities, changes to staff uniform, and better ventilation; and
- developing or updating a menopause policy outlining relevant training and points of contact for employees to direct queries.

For more information on the Acas guidance for employers on supporting menopausal staff, see our article from October 2019, Menopause - new guidance for employers, which is available from our website.

Is there a risk of discrimination claims where disability is first raised in a post-dismissal grievance process?

Article published on 1 November 2021

Dismissal was not discriminatory because employer did not know about disability.

A key question in disability discrimination claims is often whether an employer knew or should reasonably have known about the claimant's disability at the time of the alleged unfavourable treatment. This is because employers can defend most disability discrimination claims if they can show that they did not actually know about the disability and could not be expected to have known or found out about it, for example because of the claimant's conduct, sickness absence or symptoms. An employer who does not know but should reasonably have known about the disability has so-called "constructive knowledge".

Discrimination arising from disability

Employees can bring a claim under section 15 Equality Act 2010 that they have been subjected to unfavourable treatment because of something arising in consequence of a disability. For example, they could argue that they were dismissed because of poor performance, and the poor performance was connected to a mental health condition qualifying as a disability under the Equality Act.

For the claim to succeed, the employer must have actual or constructive knowledge of the disability at the relevant time. There is no need for the employer to know that the poor performance (for example) was connected to the disability, they only need to know about the disability itself.

Where an employee is dismissed for a reason which is later found to be connected to a disability, the question will be whether the employer had actual or constructive knowledge of the disability at the time it took the decision to dismiss.

It can often be the case that employees will argue only at the dismissal appeal stage that the reason for the dismissal was connected to a health condition. In turn, employers may argue that they did not and could not have known about the condition beforehand.

What are the risks for employers who go on to confirm a dismissal decision in these circumstances? Could this be discriminatory treatment bearing in mind the employer's new knowledge about the employee's potential disability?

A recent case has clarified how tribunals should approach this question.

Case details: ***Stott v Ralli Ltd***

Ms Stott was employed as a paralegal. Following concerns about poor performance, she was dismissed during her probationary period. She did not appeal the dismissal decision, but instead raised a formal grievance. The grievance, and a subsequent grievance appeal were not upheld. Ms Stott brought claims to an employment tribunal including a number of disability discrimination claims.

It was accepted that the claimant's anxiety and depression was a mental impairment which met the definition of disability in the Equality Act. However, the tribunal found that the employer did not and could not have known about this disability at the time of the dismissal and so dismissed the claimant's claims.

The claimant appealed to the EAT. The EAT held that the tribunal had failed to make a finding on whether the claimant's poor performance was connected to her disability. However, the claimant's other grounds of appeal failed. In particular, the EAT held that the tribunal was right to conclude that the employer did not have actual or constructive knowledge of the claimant's disability at the material time. It noted that the claimant had not appealed the dismissal itself and that she had not argued in her claim that the outcomes of her grievance or grievance appeals were in themselves discriminatory.

The EAT helpfully made clear that for the purposes of an unfair dismissal claim (which the claimant here did not have the length of service to bring) "dismissal is regarded as a process encompassing the appeal stage and outcome". But this is not the case in a discrimination claim, where each instance of alleged unfavourable treatment should be pleaded so that the tribunal can consider whether the reasons for that treatment are discriminatory. In this case, the claimant had not alleged that the post-dismissal grievance process was discriminatory and so the employer's knowledge of her disability at this stage of the process was irrelevant.

Key risks for employers

In this case the employer succeeded in defending the claim because it did not and could not have known about the disability at the time of the dismissal and the claimant specifically did not raise a discrimination complaint about the grievance process. However, it is possible that the claimant could have succeeded in a disability discrimination claim relating to the outcome of the grievance process if the claimant had raised such a complaint. This is because the employer was found to have constructive knowledge of the disability by that stage.

For further information on a case where an employee was successful in a claim where her disability came to light at the dismissal appeal stage, see the following article from May 2019, available from our website: What should an employer do if an employee presents evidence of a disability at an appeal against their dismissal? In this case, the EAT held that the tribunal should have considered that there was a complaint that the dismissal appeal itself was discriminatory.

Minimising the risk of disability discrimination claims

Employers who find out about a possible disability following dismissal (whether in a dismissal appeal or grievance process) are best advised to carry out a reasonable investigation into the employee's condition as part of that process. This might include asking the claimant to provide medical evidence from their GP or consultant, reviewing medical information already held by the organisation, or questioning the decision-maker as to the reason for dismissal. This evidence should be taken into consideration in the post-dismissal appeal or grievance process, in order to decide whether the reason for dismissal arose from or was influenced by a disability.

If employers do know or should have known about the disability, they can still defend section 15 Equality Act claims if they can show that the treatment was a proportionate means of achieving a legitimate aim; in other words it was appropriate and necessary in the circumstances. This means having strong documented business reasons for the decisions taken and being able to show that there was no less discriminatory way to achieve the same aim.

It will usually be difficult to show discriminatory treatment was justified if the employer knew about the disability and reasonable adjustments were not made to help the employee overcome barriers created by their disability. For example, adjustments to HR processes or to the role itself.

Taking legal advice at an early stage in these circumstances can assist employers in lowering the risks of a claim being brought and increasing the chances of defending any claim which does arise.

Wrigleys' Essential Employment Guide The Disciplinary Process

Article published on 18 November 2021

To suspend or not to suspend?

In this series of articles, Wrigleys' employment team explores the disciplinary process, offering guidance on key steps for employers.

In this article, we look at key considerations when suspending an employee as part of a disciplinary process.

Employers sometimes assume they have a right to suspend staff as they please, but the reality is more complicated

Employers may be faced with disciplinary situations where suspending an employee may seem

like a sensible step whilst investigations are carried out, or sometimes for the duration of the disciplinary process. However, doing so has implications that can catch employers out and may lead to employees having claims against them.

Suspension should not be an automatic part of any disciplinary process. It may not always be required, and alternatives to suspension should be considered first. We consider the main issues around suspension below.

1. Could suspension be a breach of contract?

In some cases, a decision to suspend could be a breach of the employment contract.

If an employer is considering suspension, the first thing they should check is whether there is a contractual right to suspend the employee. This may be set out in the contract itself, but it could be included in a contractual disciplinary policy.

If there is no contractual right to suspend, an employee could argue that there is an implied contractual right to work and that the suspension was in breach of this right. Particular care in this regard should be taken when dealing with senior managers and/ or employees who have performance-related bonuses where suspension may affect their ability to achieve targets, or where keeping someone out of work may result in a loss of public profile, skills or currency, or undermine their status within the workplace.

Whether or not there is a contractual right to suspend, the employer will need to have solid grounds to suspend the employee.

Even where there is an express contractual right to suspend an employee, the courts have found that this right is subject to an implied term that it be exercised on reasonable grounds.

Suspension has also been found in the courts to be conduct by an employer which is likely to destroy or damage the mutual trust and confidence between employer and employee. The key question will be whether the employer has reasonable and proper cause to suspend in the particular circumstances of the case.

See our article from March 2019 (available on our website), Teacher's suspension was not in breach of contract, for more detail on how the courts approach this question.

We set out below some of the key factors in considering whether it is reasonable to suspend.

It is also important to note that employees who are suspended are usually entitled to their normal pay and benefits. Failure to pay the employee may be a breach of contract and/ or result in a claim for underpayment of wages.

2. Grounds for suspension during a disciplinary procedure

Whether or not there is a contractual right to do so, most disciplinary procedures do not require suspension. Suspension may also be avoided by considering alternatives (see below) so that the employee can continue working while an investigation progresses.

An employer should avoid rushing to a decision to suspend and in all circumstances have reasonable grounds for doing so.

However, there will be times when it is necessary to suspend. This is usually where there has been a serious allegation of misconduct and where one or more of the following apply:

- where there is a risk of an employee influencing witnesses/the disciplinary process or

tampering with or destroying evidence
- there is a genuine risk to other employees, customers, service users, property, or other business interests if the employee were to stay in the workplace
- the employee is subject to criminal proceedings that inhibit their ability to perform their duties
- where there are medical grounds or other risk-based reasons to suspend

3. Consider alternatives to suspension

It is important to consider practical alternatives to suspension because of the potential effect it may have on the employee, including reputational damage and protecting them from unwanted 'office gossip'. Alternatives to suspension may include:

- reassignment elsewhere within the organisation
- home working
- a change of duties
- a change of working hours
- working under supervision

4. Considering the wider context

Having considered all the above factors and decided suspension is appropriate, an employer should still stop to consider what the suspension means in the wider context. For example, they should take into account any precedents set with other employees in similar situations and consider whether any difference in treatment could be considered discriminatory (if the employee in question has a protected characteristic). They should also consider whether the suspension might be connected to whistleblowing or other legally protected acts.

5. Taking the decision to suspend

Ultimately, an employer needs to come to a conclusion by weighing up the factors for and against suspension and deciding on which side of the line to fall. This may be a very easy decision (for example, where an employee is accused of violent acts in the workplace) but in most cases there will be nuances.

Keeping a written record of the reasons for the suspension and why alternatives were not feasible in the circumstances can provide useful evidence where grievances or claims are raised by suspended employees.

6. That is not the end of the matter!

Having made the decision to suspend, that is not the end of the matter. The suspension must be kept under review; to ensure it remains reasonable particularly should any underlying investigation becomes drawn out.

If you feel uncertain about whether to suspend an employee, it is always a good idea to seek legal advice before making a decision.

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