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Suspensions: HR guide

Description

Introduction

In this guide I cover the topic of **suspensions**.

In cases where there are allegations of serious misconduct it may be appropriate to suspend an employee pending an investigation.

However, suspensions should only happen where absolutely necessary rather than a knee jerk reaction.

Does the employment contract permit suspension?

While in certain cases it may be possible for an employer to rely on an implied term of the contract allowing for **suspension**, it is far safer for the employer to rely on an express term of the contract permitting suspension.

Employers should make sure that any **suspension** is made in accordance with the terms of the contract.

Even when the employer has a contractual right to suspend the employee, the employer must make sure that it has not breached the implied term of trust and confidence. For example, employers must always have reasonable grounds to suspend and only suspend as long as reasonably necessary.

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When is suspension appropriate?

Each case is going to depend on the circumstances, but **suspension** might be necessary where there is a potential threat to the business or it is not possible to investigate if the employee remains at work.

Suspension procedure

If an employee is suspended they should be informed that **suspension** is not disciplinary action and is in no way an indication of any guilt.

The employee should be told how long the suspension is likely to last.

The employer should explain the employeeâ??s rights during the **suspension**.

The employer should explain what the employee is not allowed to do during **suspension**, such as contacting clients or staff except for the point of contact.

All the above information should be confirmed in writing.

Acas has produced a useful guide on when **suspension** should be used and, if used, what steps employers should be taking.



Pay

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Employers should pay employees their normal remuneration and provide their normal benefits during **suspension**.

The only exception is if the employment contract allows the employee to suspend without pay but this would be extremely unusual. Normally the contract will state that if the employee is suspended they will receive their pay and benefits.

This guide is intended for guidance only and should not be relied upon for specific advice.

If you have any queries relating to **suspensions** or need advice on other employment law matters please call 020 3797 1264.

Do check mattgingell.com regularly for updated information.

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