CAUTION: THIS LETTER HAS BEEN DRAFTED BASED ON THE LIMITED GOVERNMENT GUIDANCE RELEASED ON 22 OCTOBER 2020. MORE GUIDANCE IS EXPECTED SOON – THEREFORE, THE CONTENTS OF THIS LETTER ARE SUBJECT TO CHANGE AND MAY REQUIRE AMENDMENTS BEING PROVIDED TO EMPLOYEES ONCE THAT HAS BEEN RECEIVED.

[date]

[state how delivered: e.g. By Hand or 1st Class and Registered Post]

PRIVATE & CONFIDENTIAL

[name/address]

Dear [name]

**Re: Short-time working and Job Support Scheme (JSS Open [and JSS Closed])**

This letter is to confirm that, as discussed and agreed with you, [your current position with [company name] is being temporarily varied to short-time working effective [from date/immediately] and until further notice **OR** your current furlough terms are being amended [from date/immediately] to enable short-time working of your role going forward]. This change is being implemented to help us deal with the fact that [there is less work available for employees at this time **OR** [insert reasons]] due to the current COVID-19 situation]. This change will enable us to protect as far as possible viable jobs within the business. Short-time working is the situation where you work some, but not all your usual hours. For any unworked hours, it is our intention to claim under the HMRC’s Job Support Scheme (referred to as “JSS Open”). [We are very grateful for your cooperation since this helps us greatly in our attempt to save as many jobs as possible during this very difficult time for everyone.]

You will remain employed during the short-time working period and your usual contractual terms will apply, except as stated in this letter.

[**IF FIXED HOURS:** There are specific rules under the JSS Open as to how to calculate your “usual hours” for the purposes of claiming under the scheme. Using HMRC’s formula, your current usual hours are [insert details]. If you have any questions about how this is calculated, please speak to [name]. We have agreed that from [date], you will be paid full pay for any of your usual hours that you do work. We have also agreed that until further notice, you will not be required to work your usual hours, nor will we be obliged to provide you with work for your usual hours.

**OR**

**IF NOT FIXED HOURS:** As your working hours can vary, we will adopt HMRC’s JSS Open formula for calculating what your usual working hours are for the purposes of claiming under the scheme. We calculate that your usual working hours for this purpose are [insert details] for November 2020. If you have any questions about how this is calculated, please speak to [name]. If you remain on short-time working in future, we will inform you at the start of each month what your usual working hours are in accordance with the calculation, if applicable. For the avoidance of doubt, the use of this calculation does not create a legal obligation to provide you with this number of hours in any period once short-time working ends. We have agreed that from [date], you will be paid full pay for any hours that you do work.]

Your hours of work will be amended as follows:

[**EITHER:**

[You are required to work [insert required working pattern]].

**OR**

[You are required to work [NUMBER] hours a week. These hours will be organised according to a rota system covering [e.g. Monday to Sunday 6.00am – 10.00pm] which will be published [one week] in advance. Due to the nature of your duties, unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.]

**OR**

[You are required to work [NUMBER] hours per week, at times to suit the needs of the business between the hours of [e.g. Monday to Saturday 8.00am to 6.00pm].

[You are required to work flexibly and will at times be required to work unsociable hours including [evenings, nights, weekends, bank holidays]. We will notify you of what hours you are required to work by [insert means of how and when this will be communicated, e.g. by way of a rota].]

[You are entitled to an unpaid break of [NUMBER] minutes [for every [how long] worked], to be taken at a time agreed with your manager.]

We may make further changes to your working pattern during the short-time working period, according to the needs of the business. We will write to you to confirm any significant variations to your hours of work or your working days.

You must remain available for work during the times you are on short-time working so that we can bring you back in immediately as the situation changes.

As mentioned above, we will be applying to HMRC to claim funding to pay you for a proportion of your normal hours of work, as defined earlier in this letter, that you do not work via its JSS Open. The scheme is set to run from 1 November 2020 until 30 April 2021.

Under the scheme, you will be entitled to full pay and benefits for any hours you do work. For the balance of your usual hours (which we will calculate following HMRC’s guidance in this regard), we will make a claim under the JSS in respect of any normal hours not worked. In order to claim under the scheme, it is a requirement for employees to work at least 20% of their normal working hours, as defined, for at least seven consecutive days. If you do not meet this requirement in any claim period, you will not be entitled to pay under the scheme or for unworked hours.

Based on the information we have at this time, if our claim under the JSS Open is accepted, for these unworked hours you will receive two-thirds of your normal pay, subject to caps, broken down as follows:

* 5% of normal pay from us [subject to a cap of £125 per month]; and
* 61.67% of normal pay from the government, subject to a cap of £1,541.75 per month.

Your normal rate of pay for these purposes will be calculated in accordance with the rules of the JSS Open. If you have any questions regarding how this is calculated, please speak to [name]. All payments will be subject to income tax, National Insurance and pension deductions.

At the time of writing, HMRC is yet to provide detailed guidance regarding the scheme and, therefore, this agreement is subject to any changes that may arise as a result of such guidance and/or rules.

We will only pay you for any unworked hours if we are able to claim this funding from HMRC. If for any reason we can’t do so, we will need to cease payments and recover any overpayment.

We will let you know if we experience any problems in accessing funding for you.

[In addition, should we be legally required to close our business premises as a direct result of local or national COVID-19 restrictions during the short-time working period, we may require you to cease working altogether while such restrictions are in place. In those circumstances, subject to you meeting the relevant eligibility criteria under the expanded JSS Closed, we will apply for a grant to cover up to two-thirds of your normal pay, up to the cap of £2,083.33 a month. In that case, you would be instructed to cease work for a minimum of seven consecutive days. Once the restrictions have been lifted, you would either return to the short-time working arrangement or be brought back to work your normal contractual hours.]

We shall attempt to keep this period of short-time working as short as possible. We will regularly review the situation and will let you know when you can return to your usual working hours.

We are entitled to vary or bring this arrangement to an end at any time.

It is important that you keep us updated as to whether you have been advised to self-isolate or are ill since this is likely to affect your entitlement to pay under the JSS.

For speed and efficiency (and to avoid unnecessary burden on the postal service), our intention is to communicate with all staff via the emails that they provide. If you do not have an email address or there are reasons why this is not a suitable form of communication for you, please let [name] know. We will only use alternative means of communication where it becomes necessary.

Finally, for our records and for the purposes of making the claim, it is necessary to record your agreement to the contents of this letter. Therefore, to ensure we are able to claim payments under the JSS for you, please could you confirm your agreement by either replying to this letter by email with the below wording or signing a copy of this letter and returning it to [name] at [address].

If you have any queries during this period, please contact [name]. In particular, if there is anything in this letter with which you do not agree, please let us know immediately.

Your co-operation during this difficult period is greatly appreciated.

Yours sincerely

I confirm that I have read and understood the terms of the letter dated [date of this letter]. I confirm that I [have agreed OR agree] to the temporary variation of my terms and conditions of employment to place me on short-time working on [date] as described in the letter from the company dated [date of this letter].

NAME – [Insert name]

DATE – [Insert date]