[DATE]

Dear [INSERT NAME]

In view of the impact of the Covid-19 virus on the Company, it is necessary to move you onto the government Job Support Scheme (JSS Open).

We are grateful for your understanding and cooperation during this difficult time.

Your agreement to be placed on JSS Open will help safeguard the business in a time of reduced demand, save employment costs and avoid/reduce the need for redundancies.

To ensure we retain your skills within the business we, therefore, ask you to agree by signing below, to change your existing employment contract for the duration of the agreed period. This agreement takes effect from 1 November 2020 and supplements your existing employment contract.

**Job Support Scheme**

1. We are putting you on the Job Support Scheme because there is not enough work available for you to work your normal working hours.
2. Your normal working hours are [INSERT HOURS PRE-FURLOUGH]

**Your new working hours**

1. Under this agreement, you will be required to work at least [XX] hours per week - this will be a minimum of 20% of your normal working hours.
2. Your amended working period:

[Insert DAYS PER WEEK, AND HOURS PER DAY].

We can alter this, or change your working pattern, but you will always receive XXX days’ / weeks’ notice of any change]

OR

It will change from week to week, and you will be informed no later than XXX of each week what your hours for the following week will be

1. You will always be permitted to work at least 20% of your normal working hours while this agreement remains in place. The government has indicated that it might review the 20% requirement from 1 February 2021. If the government changes that 20% minimum threshold, this agreement shall automatically vary to incorporate the new minimum threshold.

**Your Remuneration while on the Job Support Scheme**

1. While you are on the Job Support Scheme, you will be paid at your normal rate, adjusted pro-rata to reflect your reduced hours. Your normal **[**hourly rate**] [**weekly salary**]** is £[XX].
2. For the normal working hours that you do not work:
* we will pay you for 5% of those hours;
* we will reclaim 61.67% from the government, through the Job Support Scheme, and pay it to you. This amount will be capped at £1,541.75 per month; and,
* you agree to forego your pay for one-third of the hours that you do not work.
1. If for any reason, HM Revenue & Customs decides not to pay us, or decides to reclaim from us any monies in connection with your salary under the Job Support Scheme, we are entitled to:
2. not pay it to you, despite what this agreement says; or
3. if we have already paid it to you, reclaim it from you, including by making deductions from future salary payments to you.
4. If anything in this paragraph is contrary to any guidance or practice of HM Revenue & Customs under the Coronavirus Job Support Scheme setting out what pay should be taken into account, then the terms of the scheme take precedence.
5. Deductions for tax, National Insurance and pension contributions will continue to be made from all salary payments and we will continue to make pension contributions in the normal way.

**Your rights and duties when on the Job Support Scheme**

1. For any period that you are on the Job Support Scheme you must not breach any of the confidentiality provisions in your employment contract. [Note: brackets indicates possible options] [you must not work or volunteer for any of our competitors, or any of our suppliers or customers with whom you have had contact in the last twelve months] [you must not work for any other organisations] [You must notify us at least 24 hours before starting to work or volunteer for someone else that you are doing so and provide us with a copy of any contractual or similar documentation. You must also inform us of the hours and days you are working, so we can make sure you do not exceed the average 48-hour working week. If we reasonably believe there is a real risk you will exceed the maximum average 48-hour working week, and we ask you to stop working for the other person, you must do so.]
2. You must be available to work the working pattern that we agree with you.
3. If we require you to complete any training whilst you are on the Job Support Scheme you will be paid for the hours that you engage with the training. The time spent on training can count towards the 20% of normal working hours that you are required to work.
4. If we bring you back from the Job Support Scheme to work your normal contractual working hours, we may ask you to return to the Job Support Scheme at any point.
5. If you become unwell, our sickness absence policy will apply. If you are required to quarantine or self-isolate on medical or government (including test, track and trace) advice due to risk of infection with COVID-19, but are not unwell and if you are unable to perform your job at home, **[Note: brackets indicates possible options] [**you will be entitled to SSP but no additional remuneration**] [**you will be entitled to SSP and you may wish to ask us to use any accrued annual leave as a way of topping up your salary**]** **[**we will pay you the same remuneration as if you were at work full time**]**.
6. You can take and we can require you to take annual leave whilst on the Job Support Scheme, our annual leave policy will apply. On each day that you take annual leave, you will be paid your full normal salary.
7. [OPTIONAL]Your probationary period will be reviewed in line with the hours that you are working. We will confirm to you when the probationary period is to come to an end.
8. [OPTIONAL]After this agreement ends, while we will always endeavour to provide you with work, in the event of insufficient work being available, you agree we are entitled to place you on short time or lay you off without any pay except for statutory guarantee payments.
9. We may make changes to this agreement, by giving you 24 hours’ notice in writing, if changes are reasonably required to ensure compliance with the government’s Job Support Scheme or to bring this agreement into line with any amendments to the scheme or guidance issued by the government.
10. This agreement ends when the government’s Job Support Scheme closes (expected to be 30 April 2021) or if we decide to stop using the Scheme.

I sign my agreement to the variation of my terms and conditions of employment as stated in this letter.

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| --- | --- | --- | --- | --- |
| Signed: |  |  | Date: |  |
|  | (Employer) |  |  |  |
| Signed: |  |  | Date: |  |
|  | (Employee) |  |  |  |