Dear [ ]

I refer to my meeting with you on [date], during which we discussed the organisation's plan to [lay you off/put you on short-time working] due to a temporary [cessation of/reduction in] work available for you to do. This has been caused by [state reason, eg a recent downturn in the organisation's business as a result of economic factors, a temporary closure of the employee's place of work or the coronavirus outbreak].

The [lay-off/short-time working] will take effect from [date] and it is currently anticipated it will last for approximately [number] [days/weeks]. The date on which the [lay-off/short-time working] arrangement will come to an end depends on a number of external factors so this estimated date is subject to change.

As I discussed, we believe that this current situation is likely to be temporary and we hope that by putting in place this [lay-off/short-time working] arrangement, we will avoid the need to implement a redundancy programme.

[The short-time working arrangement that we are implementing means that you will temporarily work [number] [days per week/hours per day] [on [days] [from [time] to [time]], instead of your normal working pattern as set out in your contract of employment.]

During the period of your [lay-off/short-time working], your employment will continue but you will not receive your normal pay on "workless" days, ie those days on which you do no work for the organisation as a result of the [lay-off/short-time working]. Instead, you will be entitled to receive a guarantee payment for the first [number] workless days within a three-month period. The amount of guarantee pay is your normal daily rate of pay, subject to a maximum amount set by the Government of £[ ] per day. Thereafter, you will receive no pay for further days of [lay-off/short-time working] in the three-month period. You are advised to contact your local job centre for details of benefits to which you may be entitled during this time. Please note that you will not be entitled to a guarantee payment in relation to any day on which you do some work, although not the usual amount of work, for the organisation because that is not a "workless" day. In that scenario, you will be paid based on the actual hours you do work on that day.

[OR

During the period of your [lay-off/short-time working], your employment will continue but you will not receive your normal pay on "workless" days, ie those days on which you do no work for the organisation as a result of the [lay-off/short-time working]. You will also not be entitled to receive a guarantee payment on workless days because you will not have been continuously employed by the organisation for at least one month on the day before the [lay-off/short-time working] starts. You are advised to contact your local job centre for details of benefits to which you may be entitled during this time.]

[OR

During the period of your [lay-off/short-time working], your employment will continue and you will receive your normal pay for up to [number] "workless" days, ie those days on which you do no work for the organisation as a result of the [lay-off/short-time working], within a three-month period. The normal pay you receive will be offset against any guarantee payment that you may be eligible to receive during this time. A guarantee payments is a statutory payment that is subject to a maximum amount set by the Government of £[ ] per day. Thereafter, you will receive no pay for further days of [lay-off/short-time working] in the three-month period. You are advised to contact your local job centre for details of benefits to which you may be entitled during this time.]

I must also advise you that if we offer to provide you with suitable alternative work on any workless day and you unreasonably refuse to perform that work, you will not be entitled to any payment in respect of that day. You are also required to comply with any reasonable requirements we may impose with a view to ensuring that your services are available during the period of [lay-off/short-time working], should we need you to work.

As you know, clause [number] of your contract of employment states [recite relevant clause that permits a lay-off or short-time working and pay arrangement to be implemented]. The [lay-off/short-time working] arrangement therefore falls within the terms of your contract of employment, so the organisation does not require your consent to implement it. That said, we do wish to take account of your views and if there are any issues you wish to raise, please contact me by no later than [date].

Yours sincerely,

[ ]