**Memo: Temporary Furlough/Leave of Absence**

Date:

To:

From:

This letter is to inform you that, due to the Governor’s Executive Order effective [Date], we are now required to suspend our business operations to slow the spread of COVID-19. Unfortunately, this means that your current position with [Company Name] (hereinafter “the Company”) is being placed on furlough.

The Company is implementing this *unpaid* furlough until [Date or “until further notice”]. This unpaid furlough and its provisions supersede any potentially conflicting policies (such as Paid Time Off or paid leave policies), procedures, and practices the company has implemented and/or followed previously unless otherwise mandated by law.  This unpaid furlough is intended to be temporary in nature and our we hope to resume normal business operations as soon as practicable.

Employees with legally mandated accrued and unused sick time may utilize their time concurrently with the furlough in accordance with the law.

Furloughs are expected to be a company-initiated, short-term, and temporary unpaid leave of absence. The furlough period and provisions may be changed or terminated at the sole discretion of the Company, and does not create any employment contract, express or implied with the employee. During the furlough period your health and welfare benefits will continue (if applicable). If necessary, arrangements will be made for recoupment of any employee premiums prior to the furlough taking place. If you do not return to work, any premiums in arrears may be deducted from your final paycheck in accordance with applicable law.

During the furlough period, you may be eligible for unemployment compensation. Please refer to your state’s guidelines for unemployment compensation regarding specific details and provisions surrounding application, eligibility, and collection of benefits. Your state unemployment office is ultimately responsible for making determinations as to eligibility for benefits.

If you find alternate long-term employment during the furlough period, you are required to immediately notify the HR department in writing. The Company will deem this to be a resignation and your employment will be terminated. Likewise, if you obtain other medical or supplemental benefits during the furlough period you are required to immediately notify the HR department in writing.

EMPLOYEES ARE NOT AUTHORIZED TO PERFORM WORK DURING THIS PERIOD OF FURLOUGH. Employees who perform work without the express permission of senior management may be disciplined up to and including termination.

During the furlough, we will communicate as appropriate any changes in status or direction of your furlough or site activities. Please reach out to the HR department with any questions.

**Acknowledgment of Receipt & Understanding of Furlough Memo**

I hereby certify that I have received, read and fully understand the contents of the Company’s Furlough Memo dated [DATE].  I also acknowledge that I have been given the opportunity to discuss this policy with a Company official. I agree to abide by this policy and understand that compliance with this policy is necessary for continued employment. My signature below confirms my knowledge, acceptance and adherence to the Company’s policy.

I acknowledge that the Company reserves the right to modify or amend this policy at any time, with or without prior notice.

I further acknowledge that this policy does not in any way modify the at-will nature of my employment with the Company, and this policy does not create any contractual obligations between me and the Company.

Signature:

Print Name:

Date:                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_