[Employer’s Address]

[Date]

[Employee’s Address]

Dear [employer]

**MY CONCERN ABOUT MY PAY OVER THE TERM OF THE LOCKDOWN**

I am concerned that I have been told that I will have no work or income over the period of the lockdown. I believe that this may be because you have either not applied for the COVID-19 Wage Subsidy Scheme or that you have applied but have not forwarded the proceeds to me as your employee.

I understand that these are extraordinary times and that government requirements and entitlements are changing very quickly so it may be a misunderstanding that resulted in this situation.

The purpose of my letter is to request that you take the following action(s) without delay to enable both of us to get through this period with minimal financial harm.

1. If you have not yet applied for the COVID-19 Wage Subsidy Scheme in relation to me and my position please do so by the end of the business day tomorrow and then notify me as soon as possible when you receive the decision. This will enable me to have certainly about my income over the lockdown period. I understand that completing the necessary documentation is not an onerous task and that the funds will become available fairly quickly (within five working days). The following website may be helpful for you

<https://workandincome.govt.nz/products/a-z-benefits/covid-19-support.html#null>

Please note that I have the right to access all of the information held by Work and Income New Zealand about me under the Privacy Act and this includes the fact of you making or not making an application and the content of that application as it relates to me.

1. If you have applied for the COVID-19 Wage Subside Scheme and received the subsidy amount for my position but not yet paid the full amount to me I request that you do so before the end of the business day tomorrow.

I have been advised that any proposal to change the terms of conditions of my employment must be agreed between us and cannot be imposed by one of us on the other. For example I cannot be forced to take sick or annual leave during the period of the lockdown. We may however be able to negotiate another type of change if we are both fully informed and both freely agree to the change.

If you do not respond, or do not take the necessary action detailed above within seven days from the date of this letter then, as I understand the legal position, your actions (or lack of actions) create an unjustified disadvantage which I can pursue legally through a personal grievance claim. Alternatively I have the option of involving the Labour Inspectorate who I understand have jurisdiction in this area. It is not my preference to do either of these things however – I would much rather than we communicate together constructively and in good faith, that you meet your obligations to me and that our relationship continues on a positive footing during and after the lockdown.

I look forward to hearing from you.

Yours faithfully

[Employee]