



**D A V I S**

**B R O W N**

---

L A W F I R M

# COVID-19 & Residential Landlords: Operational, Employment & Other Considerations



**Jodie McDougal**

Construction and Landlord Law Attorney

Davis Brown Law Firm

[JodieMcDougal@davisbrownlaw.com](mailto:JodieMcDougal@davisbrownlaw.com)

515-246-7951

**Jo Ellen Whitney**

Employment & Labor Attorney

Davis Brown Law Firm

[JoEllenWhitney@davisbrownlaw.com](mailto:JoEllenWhitney@davisbrownlaw.com)

515-246-7933

# The Davis Brown Law Firm

Davis Brown is a full-service law firm that handles:

- **Agribusiness and Cooperatives**
- **Business Organizations, Transactions, and Commercial Law**
- **Construction Law** (Contracts, Project Disputes, Liens, Litigation, Etc.)
- **Employment Law**
- **Family Law** (Dissolution, Child Custody)
- **Governmental Relations and Lobbying**
- **Immigration**
- **Intellectual Property** (Patents, Copyrights, Trademarks)
- **Residential and Commercial Landlord/Tenant Law**
- **Litigation**
- **Real Estate, Environmental, and Property Matters**
- **Tax**
- **Trusts, Wills, and Estates**

# Disclaimer & Introductory Info.

- **Disclaimer:** Due to limitations and nature of this program please understand printed material and oral presentations or other data presented are not intended to be a definitive analysis of the subjects discussed. Users are cautioned that situations involving legal questions are unique to each individual circumstance, and the facts of each situation will dictate a different set of considerations and varying results. Material contained in this presentation or listed as a reference is a general review of the issues, and must not be considered as a substitute for advice from your attorney on your own situations.
- **Factually specific questions.** Our answer may not apply to your situation.
- **Rapidly changing, fluid situation.** *Advice is current as of April 2<sup>nd</sup>.*
- **Agenda:** Go through PowerPoint presentation (incl. advanced questions), and then we will answer questions submitted during webinar at the end.
- **Resources:** PowerPoint presentation, and recording, will be distributed.
- **[Davis Brown's Online COVID-19 Resource Center](#)**

# State and Federal Guidance

- [Centers for Disease Control](#)
  - CDC: [Interim Guidance for Businesses & Employers RE COVID-19](#).
  - CDC: [Environmental Cleaning and Disinfection Recommendations](#)
- [OSHA](#)
  - OSHA: [Guidance for Preparing Workplaces for COVID-19](#).
- [Department of Labor](#)
- [Iowa Department of Public Health](#)
- [Local Public Health Agencies](#)

# The Big Picture

- As of now, in Iowa & elsewhere, residential landlord operations continue in whole or part due to classification as “essential services.” Subject to change.
- Federal Govt’s *Advisory* List of Essential Services includes the following:
  - “Workers responsible for the leasing of residential properties to provide individuals and families with ready access to available housing.”
  - “Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency ‘at-home’ situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.”
- Currently, no shelter-in-place / shut down order in Iowa. Instead, Iowa has a phased/incremental approach to closing categories of businesses.
- While landlords are permitted under Iowa law to fully operate, the industry needs to ensure they are adhering to OSHA, IDPH, and CDC guidelines, social distancing, allowing those who can work remotely to do so, etc. A failure to do so by the industry could have negative results.

# Safety Measures & Precautions in the Office Setting

# Safety & Precautions in Office Setting

- ❑ Remember to educate employees on COVID-19 policies and OSHA/CDC recos.
- ❑ Remember to document all actions taken regarding COVID-19 precautions and actions.
- ❑ All employees who can work remotely, should work remotely.
- ❑ For employees remaining in office, maintain social distancing of 6 feet btwn. employees.
- ❑ In-person internal and external meetings:
  - ❑ In-person meetings of any size should be **avoided whenever possible**.
  - ❑ In-person meetings of 10 or more should **not occur**.
  - ❑ For necessary smaller meetings, social distancing (of 6 ft) should be maintained.
- ❑ Increase cleaning and sanitation of the office, including all individual workstations, common areas, and frequently touched surfaces.
- ❑ Employees to engage in frequent hand washing & good hygiene/infection control habits.
- ❑ Implement employee screening for all employees (taking of temporal temps?)

**\*Sample Employee Screening Policy on next slide**



## COVID-19 Employee Screening

### Employee Screening Documentation for ALL Employees Entering the Office or Job Site

PRINT NAME: \_\_\_\_\_

<b>Date:</b>							
<b>(1)</b> Have you washed your hands or used alcohol-based hand rub on entry? <b>If no, you shall not work.</b>	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no
<b>(2)</b> Have you had a fever over 100.4 in the last 72 hours? <i>Employer may take your temporal temp.</i> <b>If yes, you shall not work.</b>	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no
<b>(3)</b> Do you have any of the following respiratory symptoms?							
Sore throat	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no
Cough	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no
New shortness of breath	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no
<b>If yes, employer will evaluate information* and make decision.</b>							
<b>(4)</b> Have you recently been in close contact with someone with any of the above noted symptoms or who has tested positive for COVID-19, or otherwise been exposed to COVID-19? <b>If yes, you shall not work.</b>	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no	yes/no
<b>INITIAL:</b>							

SIGN NAME: \_\_\_\_\_

I understand that my employer is relying on the above noted information on the above noted dates to be truthful and accurate and that making any false or misleading statement is considered to be gross misconduct and will result in disciplinary action up to and including termination of my employment.

Please remember to practice CDC-recommended social distancing (of six feet) and good infection control/hygiene habits.

*\*For evaluation purposes, employer may request further limited information regarding whether such symptoms have a known cause (e.g., asthma, COPD, allergies, etc.).*

# More on Employee Screening

- ❑ Sick or otherwise exposed employees should stay home and remain home per CDC/doctor recommendations.
- ❑ If an employee who has been in the office becomes sick or tests positive for COVID-19, or there is another substantial exposure concern, employer should:
  - ❑ Send a written notification of such (without specific names) to all employees.
  - ❑ Send everyone home for a sufficient period of time (e.g., 14 days).
  - ❑ Deep clean/sanitize office before anyone returns.
  - ❑ Determine whether the COVID-19 exposure is a recordable event under OSHA.

# CONT'D: Safety & Precautions in Office Setting

- ❑ Tenant/prospective tenant office meetings should be switched to telephonic or virtual meetings whenever possible.
- ❑ Otherwise, tenant/prospective tenant meetings should be by appointment only.
- ❑ Close community/manager offices to the general public/walk-in traffic.
- ❑ Implement visitor/tenant screening for all visitors to the office.
- ❑ Post COVID-19 Notice on front door

**\*See sample notice on next slide**

# Sample Office Door Notice

## Coronavirus/COVID-19 Notice

If you have respiratory symptoms such as a cough or shortness of breath, have had a fever within the past 72 hours, have recently been in close contact with someone with any of the aforementioned symptoms, or have otherwise been exposed to Coronavirus (COVID-19), please do not enter the office, and, instead, call us at \_\_\_\_\_ . You may be asked to postpone your appointment in the office for fourteen (14) days.

For those visiting the office, please remember to practice the CDC-recommended social distancing (of six feet apart) and good infection control/hygiene habits. Thank you.

# Safety Measures & Precautions for Maintenance & Construction Personnel (EEs and Subs)

# Safety & Precautions for Maintenance & Construction Personnel (EEs and Subs)

- ❑ Implement employee screening for all maintenance employees.
- ❑ Ensure subcontractors have implemented screening for their own employees or you should otherwise implement subcontractor/visitor screening.
- ❑ Limit people (employees & subs) in one building or area at any given time, and those people should maintain social distancing whenever possible, and not congregate.
- ❑ Each person should have his or her own truck/vehicle whenever possible.
- ❑ No shared tools or equipment, or sanitize tools and equipment between workers.
- ❑ Ensure all employees have proper Personal Protective Equipment (“PPE”).
- ❑ No shared PPE (or sanitize reusable PPE if appropriate per manufacturer specifications).
- ❑ Employees should wear gloves at all times even when not typical, & clean gloves.
- ❑ Follow most current recommendations by CDC regarding healthy people wearing facemasks.

# Other Safety Measures & Precautions

# Other Safety & Precaution Matters

- ❑ Close all non-essential common areas/facilities (e.g., laundry room is essential)

## Work within Occupied Leased Premises:

- ❑ Suspend all non-emergency maintenance and repair work within occupied areas
- ❑ Implement tenant(visitor) screening before entering inside of the premises
- ❑ Require tenant to clean and sanitize work area prior to employee/crew's arrival.
- ❑ Employee/crew should also sanitize the work areas themselves upon arrival and immediately before departure, and should wash hands immediately prior to arrival and departure from leased premises.
- ❑ All tenants and crew should maintain social distancing of at least six feet.

## Walk-Throughs of Premises with Prospective Tenants:

- ❑ Only allow one prospective tenant/family at a time in a premises.
- ❑ Maintain social distancing of six feet between people at all times.
- ❑ Consider gloves being worn by employees and prospective tenants.
- ❑ Implement prospective tenant/visitor screening. \*Sample visitor screening on next slide.





### COVID-19 Screening for Visitors, Tenants, and Other Third Parties

*\*Employer/staff member to verbally ask the below questions and document person's answers.*

Date and Time of Entry: \_\_\_\_\_

Name of Visitor/Person: \_\_\_\_\_

(1) Have you washed your hands or used alcohol-based hand rub on entry? <b>If no, you shall not proceed.</b>	Yes / No
(2) Have you had a fever over 100.4 in the last 72 hours? <b>If yes, you shall not proceed and meeting/visit will be rescheduled.</b>	Yes / No
(3) Do you have any of the following respiratory symptoms?	
..... Sore throat	Yes / No
..... Cough	Yes / No
..... New shortness of breath	Yes / No
<b>If yes, employer will evaluate information* and make decision.</b>	
(4) Have you recently been in close contact with someone with any of the above noted symptoms or who has tested positive for COVID-19, or otherwise been exposed to COVID-19? <b>If yes, you shall not proceed and meeting/visit will be rescheduled.</b>	Yes / No

Name of Person Completing this Form: \_\_\_\_\_

*\*For evaluation purposes, employer/staff member may request further limited information regarding whether such symptoms have a known cause (e.g., asthma, COPD, allergies, etc.).*

# COVID-19 in Office or Building/Community

- **Q: Someone in office becomes sick & tests positive for COVID-19, what do I do? Employer liable to other sick employees?**
  - General notification to employees
  - Send everyone home for period of time (14 days)
  - Deep clean/sanitize office before anyone returns
- **Q: A tenant in the building/community becomes sick & tests positive for COVID-19, what do I do? Employer liable to sick owner?**
  - Notify all tenants, without naming names
  - Deep clean/sanitize
  - Continue to follow of the aforementioned best practices

# Legal Options for Nonpaying Tenants and Other Legal Implications

# Legal Options for Nonpaying Tenants

## General Matters:

- Landlords must analyze various state and federal COVID-19 orders and legislation.
- **Iowa Orders:**
  - Numerous Governor Proclamations & Court Orders (collectively, “Iowa Moratorium”).
  - The Iowa Eviction/FED Moratorium Period currently lasts **until April 30<sup>th</sup>**.
  - Per the Iowa Supreme Court’s most recent COVID-19 Order, **June 15<sup>th</sup>** is the pertinent date regarding the continuance and rescheduling of hearings in most small claims and FED matters.
- **Federal Legislation/Moratorium (CARES Act):**
  - “Covered properties” under CARES Act broadly defined to include:
    - **Rental properties with federally-backed mortgage, which includes,**
    - **Rental properties with mortgages secured/purchased by Freddie Mac or Fannie Mae.**
  - Note: Analysis of the Federal Moratorium continues as of today.

# Legal Options for Nonpaying Tenants

## Why Should I Care if the Federal Moratorium Applies to Me?:

- Federal law contains similar suspension of evictions as Iowa law, but lasts **until July 25**.
- In addition, the Federal Moratorium includes the following additional restrictions:
  - (a) prohibits landlords from charging, now or in the future, any type of late fee or penalty for any rent unpaid during 120-day time period of Federal Moratorium and
  - (b) landlords may not force tenant to vacate a leased premises once Federal Moratorium Period has expired until after the landlord has served a 30-day Notice to Vacate and given tenant that additional time period to vacate.
- Large penalties for violation of federal law.

# Result under Iowa and Federal Laws

## What is the Result for Residential Landlords Under Iowa and Federal Moratoriums?

### (1) Termination of Leases for Breach NOT Permitted:

- Under the *Iowa* Moratorium, residential leases **cannot** be terminated for nonpayment of rent, material non-compliance with the lease/rules, or otherwise under Iowa Code §§ 562A.27 or 562B.25 during the Iowa Moratorium Period.

### **Practical Advice:**

- Landlords should **not** send the standard notices of non-payment of rent/noncompliance, as those notices mandate termination of the lease if the default is not cured.
- Instead, we recommend landlords send nonpaying tenants this reminder notice .
  - Non-legal Notice of Delinquent Rent, reminder, preservation of rights for landlord

# Result under Iowa and Federal Laws

## (2) Eviction/FED Actions CANNOT be Commenced/Filed:

- Landlords are no longer permitted to commence eviction actions under *Iowa* Moratorium **until April 30th.**
- A similar suspension of evictions by landlords *for nonpayment of rent* is part of the Federal Moratorium, with the *Federal* Moratorium lasting **until July 25.**
- **Two Exceptions for Evictions are still PERMITTED under the *Iowa* Moratorium:**
  - Clear and present danger/emergency evictions
  - Evictions for “squatters” and others under Iowa Code section 648.1(1)
  - These two types of FED/eviction actions may still be commenced, but note that some counties scheduling immediate telephonic hearings, while others not until June 15th.

# Result under Iowa and Federal Laws

## (3) Non-Renewal of Leases still PERMITTED:

- Majority Interpretation under Iowa and Federal Moratorium:
- Landlords may still choose to non-renew leases, particularly when non-renewal **not** used to circumvent suspension against termination based upon non-payment of rent.
- However, tenants may argue otherwise.
- Also, eviction action based upon a holdover tenant after a non-renewal **not** permitted to be filed until after the Iowa Moratorium Period (**April 30<sup>th</sup>**).
- Finally, if landlord non-renews, tenant will necessarily remain in possession as a holdover tenant, and results could be disadvantageous to landlords after moratorium is lifted.
  - Note: Particularly true for landlords of manufactured housing communities, due to the statutory presumption of verbal lease agreements being for a term of one year.



# Result under Iowa and Federal Laws

## (4) Landlord's Options, For Now and Later, for Dealing with Nonpaying Tenants:

- **Now:** Rent deferment agreement or rent payment plan.
- **Notice and Eviction After *Iowa* Moratorium Period:**
  - Landlords should send formal 3-day Notice of Non-Payment of Rent for all past due rent accrued during Proclamation and file eviction action if not cured in 3-day period.
  - Tenants will argue otherwise, but we believe landlords have good arguments against 30-day peaceable possession &/or waiver defense for multiple months of past due rent.
- **Notice and Eviction After the *Federal* Moratorium Period (Covered Properties):**
  - After period ends, landlords must send 30 days' prior written notice prior to eviction.
  - Analysis is continuing.
- **Money Judgment Action for Unpaid Rent** (Hearings on or after June 15th)
- ***Pre-Proclamation* Period Eviction Orders and Writs of Removal:** County magistrate and sheriff department practices have varied regarding whether writs of removal for *pre-Proclamation* Period Eviction/FED Orders may still be issued by the court or served by the sheriff. Seek counsel for further assistance.

# Result under Iowa and Federal Laws

## Other Interesting Questions and Considerations:

- **Q: *Pre-Proclamation Period Eviction Orders (Obtain Writ?):***
  - County practices vary.
- **Q: *Pre-Proclamation Period Writs of Removal (Sheriff Serve Writ?):***
  - County practices vary.
- **Q: FED Action filed and served on March 30. Hearing Set for May 13. Am I affected?**
  - Depends if rental property is a Covered Property under federal law.
  - If not, then hearing should be continued under June 15<sup>th</sup>.
- **Q: My tenants are seniors (or disabled) with most assets untouchable from garnishment/execution. Could COVID-19 change that? Would courts ever award “back rent” from currently exempt funds? Or from funds tenant receives under assistance programs?**
- **Q: Should I accept partial payments, which I generally avoid under normal circumstances.?**
- **Q: Can I/should I help tenants with applying for unemployment, collecting stimulus checks, etc. (as that will increase tenant’s chance of having money to pay rent?)**

# Employment and Other Matters with Jo Ellen Whitney

Have a COVID-19 Exposure Situation?  
Listen to the CDC:

<https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>

# RTW Certification

## Employee Certification Form to Return to Work

I, \_\_\_\_\_, hereby certify that I am free from any symptoms related to influenza, COVID-19/Coronavirus and that I have had no symptoms (fever greater than 100.4; cough; shortness of breath/difficulty breathing; direct exposure to confirmed or suspected COVID19) within the last 72 hours. I am not required to obtain a doctor's certification to avoid overburdening the medical care professionals. I understand that my employer is relying on this statement to be truthful and accurate and that making any false or misleading statement is considered to be gross misconduct and will result in disciplinary action up to and including termination of my employment.

Do Not Require Medical Release \*\* Do Not Overburden other Treeters

# Notification Template

Dear Employees,

As you know, the novel coronavirus (COVID-19) is spreading throughout the United States, including Iowa. We were recently notified that \_\_\_\_\_ of our employees tested positive for COVID-19. The employee was last on-site on or about \_\_\_\_\_ (date) and **was or was not** symptomatic while on at work. If we believe you had close contact with this person, you will be separately notified.

We want to assure you we are implementing the recommended precautions and guidance from public health officials to protect our employees, patients, staff and visitors. To protect our employees' privacy, we will not be providing any further details regarding the staff persons involved. Given community spread of COVID-19 is occurring within Central Iowa, we ask that each of you be mindful of your health. Any employee or staff member who is experiencing respiratory symptoms or has a fever of 100.4 or higher should contact \_\_\_\_\_ at \_\_\_\_\_ to determine whether he/she should be tested. **[For HCP] Please do not reach out independently to our physicians or show up on site without contacting \_\_\_\_\_ to make arrangements.**

We ask that you also remember our social medial policy and respect our employees' privacy during this time. If you receive any media or other inquiries regarding this incident, please direct them to \_\_\_\_\_.

We understand this is a stressful and uncertain time. We will continue to update you as this situation evolves. In the meantime, please forward any questions to \_\_\_\_\_.

Thank you for your continuing efforts to support the health and wellbeing of our community.

# Communication

- What if an employee doesn't want to work?
- What if a spouse calls?
- What if a customer has concerns?

# Someone tested positive. Now What?

- Transparency
- Consent/Knowledge
- Interactive Discussion
- Closure/Quarantine

# What about OSHA?

- Recordable event
- Is it really work related?



# What Documents

- Government Orders
- Quarantine-Public/Personal
- Payroll Records
- Interest and Debt
- Business Comparative (then and now)
- Contracts
- Benefit Records
- IWD Notices, Individual Claims
- Individual Employee Records
- Doctors Notes
- School Closures

# Paycheck Protection Act

- Apply at any approved lending institution
- Through the SBA

# Who is Eligible

- 500 or fewer employees
- Some special rules for franchises, etc.
- Sole proprietors, gig workers, and those who are self employed are eligible

# How much can I borrow?

- 250% of average monthly payroll expenses up to 10 million dollars
- Intended to cover up to 8 weeks of payroll and payments towards debt obligations

# What time period does this cover?

- February 15, 2020 to June 30, 2020

# What is forgiven?

- Payroll, interest payments or mortgages, rent payments, leases and utility service payments
- Portions used for other expenses like inventory will not be forgiven

# What decreases the amount forgiven?

- Use of funds for things like inventory
- If you reduce payroll by more than 25% forgiveness will be commensurately reduced
- You can get full forgiveness if you rehire prior to June 30, 2020

# 401K Issues / IRA Distributions

- CARES Act allows new hardship withdrawal
- Not subject to 10% penalty
- May be repaid over 3 years
- May not exceed \$100,000 per eligible participant
- Income tax may be paid over 3 years
- Retroactive to January 1, 2020 if COVID circumstances cause the need



# 401K Loans

- Through December 31, 2020 loan limits doubled to 100,000 dollars or total vested amount – whichever is lesser
- Allows delay of loan repayments up to 1 year

# Student Loan Assistance

- Employers can reimburse employees for up to \$5,250 tax free

# Pandemic Unemployment Assistance Program

- Through December 31, 2020
- Used to assist gig workers, etc.

# Who is an essential employee?

- “Other community or government based operations.....”
- Workers to ensure continuity of building functions. Includes HVAC

# Pay Attention To The Side Hustle

- Does your side gig effect safety

# Families First Coronavirus Response Act

- April 1 through December 31, 2020
- There are healthcare employee exemptions from the law

# Emergency FMLA Expansion

- Employees who have been employed for a minimum of 30-calendar days with the employer
- Applies to employers with fewer than 500 employees
- Applies to school or childcare closures when an employee is unable to work or telework due to such events

# Emergency FMLA Expansion

Businesses with fewer than 50 employees are exempt if they can show business necessity and economic hardship which would jeopardize the business “as an ongoing concern.”



# Emergency FMLA Expansion

The first 10-day period is unpaid, but the employee can choose to substitute accrued PTO.

# Emergency FMLA Expansion

- After the 10-day period employees meeting the conditions of the FMLA expansion will receive paid leave for the remainder of the covered time at a rate of 2/3 of their standard pay.
- Limits on the amount that will be required to be paid. Specifically, the total amount of leave paid pursuant to the statute “Shall not exceed \$200 per day or \$10,000 in the aggregate.”

- Job return will work the way it normally does under the FMLA unless you have fewer than 25 employees and then you have extra hoops to jump through

# Emergency Paid Sick Leave

This applies to all employees who are  
unable to work or telework

# Emergency Paid Sick Leave

- Subject to a governmental quarantine
- Has been advised by a health care provider to self-quarantine
- Experiencing COVID-19 symptoms and is seeking medical diagnosis
- Caring for an individual who is subject to quarantine either due to governmental or medical order
- Caring for a son or daughter if there is a COVID-19 based school or childcare closure.
- Any other “substantially similar condition”

# Employees Who Meet the Criteria Above have the Right to

- Paid sick leave will be available to all employees in the amount of 80 hours for full time employees and a prorated amount based on average hours worked for part time employees over a two-week period
- Immediately available and is not based on length of service
- Leave does not carry over from year to year and is not used for other purposes other than to those cited above and related to the current pandemic
- Employers may not require that employees “find their own replacement” in order to qualify for this leave

# Employees Who Meet the Criteria Above have the Right to

- Employers may not require that employees first exhaust other paid sick time prior to using this mandated sick leave.
- Violations of this statute are wage hour violations
- In the event the need for leave is due to quarantine or personal illness the total dollar amount of leave is limited to \$511 per day and a total aggregate amount of \$5,110
- In the event the need for leave is due to care of another person or school/daycare closure the amount is limited to \$200 per day and a total aggregate amount of \$2,000

# DOL Notice

All employers are required to post on their premises a DOL notice about this leave.

The notice is available at [dol.gov](http://dol.gov)



# Iowa Workforce Development / Job Service

- Amounts- weekly benefits \$87-\$591 based on previously paid employee wages and number of dependents
- Timing- Benefits available for a maximum of 26 weeks unless there are further changes to the law

# Iowa Workforce Development / Job Service

Claimants that file will be eligible if they are out of work due to:

- Caring for a family member with COVID exposure/illness
- Loss of childcare or school closures
- Employer shut down (temporary layoffs have always qualified)
- Self-quarantine need
- Ill with COVID-19 and unable to work due to sickness or quarantine

# Iowa Workforce Development / Job Service

- Work Search requirement is waived for these circumstances
- Employees will check COVID-19 on the benefit application form which will trigger this coverage
- New employees who would not otherwise qualify for job service due to lack of time worked will remain eligible for payment under the COVID-19 plan. IWD will look at the prior employer to determine payment rate. It appears that if an employee has worked for the minimum in qualifying wages in the last 18 months some benefits will be available.
- Employee eligibility is broad, but you do have to have been employed and earned wages in the last 18 months

# IWD – Voluntary Shared Work Program

The VSW program works as follows:

- An affected employee's hours are reduced between 20-50% (the minimum reduction is 20% and the maximum is 50%)
- Affected employees are paid a percentage of their weekly unemployment insurance (UI) amount, based on the percentage their hours are reduced. For example, if the hours of employees in the affected work unit are reduced from 40 to 32, that is a 20% reduction, and the UI claim would pay them 20% of their weekly UI amount.

# IWD – Voluntary Shared Work Program

## Cost to Employer

Employer accounts will not be charged for benefits paid under the VSW Program directly or indirectly related to COVID-19

# CARES Act / Workers affected by Coronavirus Act

- Adds up to \$600 weekly for job service for up to 13 weeks
- Ends July 31, 2020
- Provides for a maximum of 39 weeks of benefits (expires December 31, 2020)
- Is retroactive to January 27, 2020
- Includes gig workers and others

# Other IWD Changes

- No longer have to exhaust PTO to qualify

# THANK YOU

[JodieMcDougal@DavisBrownLaw.com](mailto:JodieMcDougal@DavisBrownLaw.com)

[JoEllenWhitney@DavisBrownLaw.com](mailto:JoEllenWhitney@DavisBrownLaw.com)

**Davis Brown Law Firm**

**515-288-2500**

---

© DAVIS, BROWN, KOEHN, SHORS, & ROBERTS P.C.