BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

KARL MARKLEY, Claimant, vs. J. RETTENMAIER USA LP, Employer, and ACCIDENT FUND INSURANCE COMPANY OF AMERICA, Insurance Carrier, Defendants.	File No. 1657411.01 ARBITRATION DECISION Head Note Nos.: 1803.1, 3001, 4000.2

STATEMENT OF THE CASE

Karl Markley filed a petition for arbitration seeking workers' compensation benefits from, the employer, J. Rettenmaier USA, LP, employer, and Accident Fund Insurance Company, the insurance carrier.

The matter came on for hearing on February 12, 2021, before deputy workers' compensation commissioner Joseph L. Walsh in Des Moines, Iowa via Court Call, an electronic video hearing system. The record in the case consists of joint exhibits 1 through 8; claimant's exhibits 1 through 5; and defense exhibits A through D; as well the sworn testimony of claimant. Jane Weingart served as the court reporter. The parties argued this case and the matter was fully submitted on March 8, 2021.

ISSUES AND STIPULATIONS

Many of the issues have been stipulated by the parties through the hearing report and order. The stipulations submitted by the parties in that order are hereby accepted and are deemed binding upon the parties at this time.

The parties stipulate that claimant sustained an injury which arose out of and in the course of his employment on July 28, 2018. This injury is a cause of both temporary and permanent disability. In fact, it is stipulated that defendants paid 42 weeks of temporary disability and 52 weeks of permanency. The parties stipulate the defendants are entitled to a credit for these payments. The claimant disputes the gross wages that defendants used to calculate his rate of compensation. Specifically, claimant contends that medical insurance opt-out pay was excluded from his gross wages calculation. Therefore, he contends he is owed additional compensation for both his temporary and permanency payments. The dates he was paid, however, are correct. The nature and extent of permanent disability are disputed. Claimant contends his disability is in his

body as a whole and he should be entitled to industrial disability benefits, while defendants contend his disability is scheduled.

Affirmative defenses have been waived. Medical expenses are not in dispute. The claimant is seeking payment for a Section 85.39 independent medical examination, as well as other costs. The claimant also contends he is entitled to a penalty for the underpayment of the rate, as well as late-paid permanency benefits.

FINDINGS OF FACT

Karl Markley is a pleasant 55-year-old married man who worked at J. Rettenmaier USA (hereafter "Rettenmaier"). He testified live and under oath at hearing and his testimony was highly credible. Mr. Rettenmaier provided short concise answers and served as an excellent historian. There was nothing about his demeanor which caused me any concern for his truthfulness. On the contrary, he is highly credible.

Mr. Markley is a high school graduate who began working for Rettenmaier in 2013. He has no further formal education. Mr. Markley has worked primarily in manual labor jobs, however, he is highly skilled in machine maintenance and repair work. He began working for SunOpta Ingredients in 2013 as a machine maintenance and repair person. SunOpta was purchased by Rettenmaier in 2018. His job description is in the record and it is consistent with Mr. Markley's testimony regarding his job duties. (Claimant's Exhibit 1)

The parties have stipulated that Mr. Markley sustained an injury which arose out of and in the course of his employment on July 28, 2018. At the time of injury, Mr. Markley earned $25.69 per hour and generally worked in excess of 40 hours per week. He also earned other pay which was included in his regular weekly paychecks, including on-call pay, regular bonuses and medical insurance opt-out pay. While the on-call pay and bonuses were eventually included in his rate calculation, the defendants have excluded the medical insurance opt-out pay from his average weekly wage calculation. Mr. Markley testified that when Rettenmaier purchased SunOpta, the employer offered workers an opportunity to opt-out of the health insurance plan. (Testimony) This allowed workers to receive cash payments in lieu of medical insurance. Presumably this saves the employer money on health insurance premiums and allows workers who have access to other health insurance to receive additional cash compensation in their paychecks. Mr. Markley testified that he opted out of the insurance and took the cash payments. (Testimony) The wage records reflect that he was, in fact, paid for the medical insurance opt-out in each weekly check. (Claimant's Exhibit 3, pages 46-47) The evidence reflects was cash in his pocket on a weekly basis and there is no good reason to exclude it from his gross wages.

Following his stipulated work injury, the employer directed Mr. Markley's medical treatment. He was directed to see orthopedic surgeon, Kyle Switzer, M.D., at Physicians Clinic of Iowa (PCI). His medical treatment initially included conservative care including physical therapy medications and various diagnostic tests. When the condition did not improve, Dr. Switzer eventually performed surgery on November 28, 2018. The surgery was scheduled as an arthroscopic surgery, however, complications arose and Dr. Switzer determined it was necessary to "open the anterior portion of the

shoulder to remove this and repair the subscapularis." (Jt. Ex. 6, p. 64) Claimant presented evidence which included a photograph of the scar from the incision which is located in claimant's right pectoral muscle. (Cl. Ex. 2, p. 19)

Following surgery, Mr. Markley had relatively difficult post-surgical recovery. He underwent a significant amount of physical therapy through St. Luke's. Throughout 2019, the pain and stiffness in his shoulder worsened. He had been doing a significant amount of overhead lifting at work. By June 2019, Dr. Switzer noted the increasing symptoms. In July, he underwent an additional MRI. On July 24, 2019, Dr. Switzer recommended rather significant restrictions which included no use of ladder, no overhead lifting or reaching and no lifting more than 30 pounds in general. (Jt. Ex. 4, p. 36) An injection was attempted which provided little relief. In October 2019, the symptoms continued and Dr. Switzer recommended a functional capacity evaluation (FCE) to assign permanent restrictions. Dr. Switzer explained the ongoing symptoms as follows: "He has no recurrent tear of the subscapularis. Does have a fair amount of tendinopathy." (Jt. Ex. 4, p. 27) The FCE placed Mr. Markley in the heavy work category and appeared to clear Mr. Markley to return to work at Rettenmaier. (Jt. Ex. 8, p. 77) The FCE however, did clearly document some overhead lifting deficits. (Jt. Ex. 8, p. 79) In December 2019, Dr. Switzer placed Mr. Markley at maximum medical improvement. His restrictions were continued on December 3, 2019, which included no lifting/reaching above shoulder, no ladders and no lifting more than 30 pounds above the shoulder. (Jt. Ex. 4, p. 40)

Rettenmaier terminated Mr. Markley on February 6, 2020. (Cl. Ex. 3, p. 40) There is no written documentation of the basis for the termination in the record. Rettenmaier provided the following second amended response to a request for admission:

> Based upon the permanent restrictions recommended by Dr. Switzer (a limit of 25# bilateral overhead lifting on an occasional basis) Claimant would be physically capable of returning to his pre-injury employment with J Rettenmeier [sic] as a maintenance technician if a position was available. See attached Job Description for the Maintenance Technical position. The employer contact, Ms. Smith has confirmed that the Maintenance Technician position does not require lifting more than 25 pounds overhead bilaterally and overhead lifting is on an occasional basis. This fits within Claimant's permanent restrictions as recommended by Dr. Switzer.

(Cl. Ex. 3, p. 40)

On May 12, 2020, Dr. Switzer issued an impairment report. He rated Mr. Markley using the AMA Guides to the Evaluation of Permanent Impairment, Fifth Edition, and assigned a 13 percent impairment for the right upper extremity based upon range of motion loss. (Jt. Ex. 4, pp. 45-46) In July 2020, Dr. Switzer provided an additional report clarifying Mr. Markley's permanent restrictions. "I would not place permanent restriction on lifting below chest height, but would place a limit of 25# bilateral overhead lifting on an occasional basis only. This is based of [sic] the injury and his FCE." (Jt. Ex. 4, p. 47)

Mark Taylor, M.D., evaluated Mr. Markley in August 2020. Dr. Taylor reviewed the appropriate records and documented a summary of the same. (Cl. Ex. 2, pp. 11-13) Dr. Taylor took a history and performed a thorough evaluation. (Cl. Ex. 2, pp. 14-15) He diagnosed right rotator cuff tear of subscapularis, as well as labral tearing and subluxating biceps tendon, as well as persistent loss of motion and decreased strength. (Cl. Ex. 2, p. 15) Dr. Taylor included the loss of strength measurements in his rating and concluded Mr. Markley had sustained a 16 percent loss of function of the right upper extremity. (Cl. Ex. 2, p. 16) He recommended restrictions of only occasional overhead reaching on the right side. (Cl. Ex. 2, p. 16) He further opined the following: "Mr. Markley sustained a rotator cuff tear affecting the subscapularis, which required an open repair utilizing a deltapectoral approach." (Cl. Ex. 2, p. 19) Therefore, he opined the disability extended into Mr. Markley's whole body.

Mr. Markley testified credibly that he still has pain and limitations in his right shoulder area. The symptoms go into his upper back and neck area and extend down into his right arm. He testified that he has significant challenges with some activities of daily living, such as shopping and snow removal and his hobbies have been impacted, such as boating, fishing and playing with his grandchildren.

CONCLUSIONS OF LAW

The first question submitted is claimant's gross wages prior to his work injury.

Section 85.36 states the basis of compensation is the weekly earnings of the employee at the time of the injury. The section defines weekly earnings as the gross salary, wages, or earnings to which an employee would have been entitled had the employee worked the customary hours for the full pay period in which injured as the employer regularly required for the work or employment. The various subsections of section 85.36 set forth methods of computing weekly earnings depending upon the type of earnings and employment.

If the employee is paid on a daily or hourly basis or by output, weekly earnings are computed by dividing by 13 the earnings over the 13-week period immediately preceding the injury. Any week that does not fairly reflect the employee's customary earnings that fairly represent the employee's customary earnings, however. Section 85.36(6).

The focus of section 85.36 is on whether the employee's "earnings" are "customary." As the court in Jacobson explained,

> "Customary" means "based on or established by custom"; "commonly practiced, used or observed"; or "usual." Merriam-Webster's Collegiate Dictionary 285 (10th ed.2002). We have previously defined "customary" as "typical." . . . . Ascertainment of an employee's customary earnings does not turn on a determination of what earnings are guaranteed or fixed; rather, it asks simply what earnings are usual or typical for that employee.

Jacobson Transportation Co. v. Harrison, 778 N.W.2d 192, 199 (Iowa 2010).

The burden is on the claimant to prove his gross wages. Both parties have submitted wage calculations. (Compare Cl. Ex. 3, p. 28 with Def. Ex. C) I find that the flex compensation that claimant receives in lieu of medical insurance is compensation which must be included in his average weekly wages. This compensation is paid to claimant in his regular paychecks and can be spent any way claimant sees fit. It is part of his average customary wage. Defendants seek to characterize this compensation as a "benefit" similar to employer payments to a 401k. It is not. It is compensation paid instead of a benefit. The evidence all suggests the employer simply offered the claimant higher wages in order to forego a benefit. There is really no doubt the compensation is part of his wages. As such, I find that claimant's gross earnings prior to the July 28, 2018, work injury were, on average, $1,225.34 per week. I therefore conclude his appropriate weekly rate is $768.24 per week.

The next issue is the nature and extent of claimant's disability.

The first question here is the nature of the disability. Claimant alleges his disability is in his body as a whole, and is therefore, industrial. Defendants contend his disability is limited to the right shoulder under Iowa Code section 85.34(2)(n).

In Deng v. Farmland Foods, File No. 5061883 (Appeal September 29, 2020), the Commissioner held that the 2017 amendments to Chapter 85 were ambiguous as to the definition of the shoulder. He therefore undertook an effort to construe the statute by looking to the intent of the legislature. Id. at 5. He ultimately concluded the following:

> I recognize the well-established standard that workers' compensation statutes are to be liberally construed in favor of the worker, as their primary purposes is to benefit the worker. See Des Moines Area Reg'l Transit Auth. v. Young, 867 N.W.2d 839, 842 (Iowa 2015) (citations omitted); see also Jacobson Transp. Co. v. Harris, 778 N.W.2d 192, 197 (Iowa 2010); Xenia Rural Water Dist. v. Vegors, 786 N.W.2d 250, 257 (Iowa 2010) ("We apply the workers' compensation statute broadly and liberally in keeping with its humanitarian objective...."); Griffin Pipe Prods. Co. v. Guarino, 663 N.W.2d 862, 865 (Iowa 2003) ("[T]he primary purpose of chapter 85 is to benefit the worker and so we interpret this law liberally in favor of the employee."). This liberal construction, however, cannot be performed in a vacuum. As discussed above, several of the principles of statutory construction indicate the legislature did not intend to limit the definition of "shoulder" under section 85.34(2)(n) to the glenohumeral joint. For these reasons, I conclude "shoulder" under section 85.34(2)(n) is not limited to the glenohumeral joint.
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> Claimant's injury in this case was to the infraspinatus muscle. As discussed, the infraspinatus is part of the rotator cuff, and the rotator cuff's main function is to stabilize the ball-and-socket joint. As noted by both Dr. Bansal and Dr. Bolda, the rotator cuff is generally proximal to the joint. However, because the rotator cuff is essential to the function of the glenohumeral joint, it seems arbitrary to exclude it from the definition of "shoulder" under section 85.34(2)(n) simply because it "originates on the scapula, which is proximal to the glenohumeral joint for the most part."

> (Def. Ex. A, [Depo. Tr., 27]). In other words, being proximal to the joint should not render the muscle automatically distinct.
>
> Given the entwinement of the glenohumeral joint and the muscles that make up the rotator cuff, including the infraspinatus, and the importance of the rotator cuff to the function of the joint, I find the muscles that make up the rotator cuff are included within the definition of "shoulder" under section 85.34(2)(n). Thus, I find claimant's injury to her infraspinatus should be compensated as a shoulder under section 85.34(2)(n). The deputy commissioner's determination that claimant's infraspinatus injury is a whole body injury that should be compensated industrially under section 85.34(2)(v) is therefore respectfully reversed.

Deng, at 10-11.

In Chavez v. MS Technology, LLC, File No. 5066270 (App. September 30, 2020) filed just after Deng, the Commissioner affirmed his legal holding in Deng and applied his interpretation to the various impairments and disabilities sustained by the claimant in that case.

> Again, as explained in Dr. Peterson's operative note, claimant's subacromial decompression was performed to remove scar tissue and fraying between the supraspinatus and the underside of the acromion. As discussed above, the acromiom forms part of the socket and helps protect the glenoid cavity, and as such, I found it is closely interconnected with the glenohumeral joint in both location and function. And as discussed in Deng, I found the supraspinatus - a muscle that forms the rotator cuff - to be similarly entwined with the glenohumeral joint. Thus, claimant's subacromial decompression impacted two anatomical parts that are essential to the functioning of the glenohumeral joint; in fact, the procedure was actually performed to improve the function of the joint. As such, I find any disability resulting from her subacromial decompression should be compensated as a shoulder under section 85.34(2)(n).
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> I therefore find none of claimant's injuries are compensable as unscheduled, whole body injuries under section 85.34(2)(v). The deputy commissioner's finding that claimant sustained an injury to her body as a whole is therefore respectfully reversed.

Chavez, at 6.

I conclude the key holdings of Deng and Chavez are:

1. The definition of a "shoulder" is ambiguous in Section 85.34(2)(n). Deng, at 4.
2. There is no "ordinary" meaning of the word shoulder. Deng, at 5.
3. The appropriate way to interpret the statute is to examine at the legislative history. Deng, at 5.

4. The well-established history of "liberal construction" of workers' compensation statutes is inapplicable here because to do so would be to ignore the legislature's intent to limit compensation to injured workers in the 2017 amendments.[1] Deng, at 10-11.

5. The legislature did not intend to limit the definition of a "shoulder" to the glenohumeral joint. Rather, the legislature intended to include the entwinement of the glenohumeral joint and the muscles that make up the rotator cuff. Deng, at 11.

Applying this interpretation of the facts of this case, I find the claimant suffered an injury to his "shoulder" under Iowa Code section 85.43(2)(n). The claimant herein has presented compelling evidence from Dr. Taylor that his disability is well into his trunk, which logically and historically would make his disability a body as a whole injury compensated under Section 85.34(2)(v). This finding, however, would conflict with the Commissioner's ruling in Deng.

Having concluded that the disability is a scheduled member evaluated under Section 85.34(2)(n), the next issue is to assess the degree of disability to the claimant's right shoulder.

> In all cases of permanent partial disability described in paragraphs "a" through "t", or paragraph "u" when determining functional disability and not loss of earning capacity, the extent of loss or percentage of permanent impairment shall be determined solely by utilizing the guides to the evaluation of permanent impairment, published by the American Medical Association, as adopted by the workers' compensation commissioner by rule pursuant to chapter 17A. Lay testimony or agency expertise shall not be utilized in determining loss or percentage of permanent impairment pursuant to paragraphs "a" through "t", or paragraph "u" when determining functional impairment and not loss of earning capacity.

Iowa Code section 85.34(2)(x) (2019). Thus, the law, as written, is not concerned with an injured worker's actual functional loss or disability as determined by the evidence, but rather the impairment rating as assigned by the adopted version of The AMA Guides. The only function of the agency is to determine which impairment rating should be utilized.

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[1] The fundamental guiding principle of statutory construction in a workers' compensation case is that the statute is to be interpreted liberally in favor of the injured worker and their family. "*Any* doubt in its construction is thus resolved in favor of the employee." Teel v. McCord, 394 N.W. 2d 405, 407 (Iowa 1986). Workers' compensation laws are to be construed in favor of the injured worker. Myers. v. F.C.A. Services, Inc., 592 N.W.2d 354, 356 (Iowa 1999). The beneficent purpose is not to be defeated by reading something into the statute that is not there. Cedar Rapids Community School v. Cady, 278 N.W.2d 298 (Iowa 1979). This, combined with the legal principle that the legislature is presumed to know the prior construction of the law. State ex rel. Palmer v. Board of Supervisors of Polk County, 365 N.W.2d 35, 37 (Iowa 1985), would lead me to reach the alternative conclusion in this case. This, however, is not what the Commissioner held. As a Deputy Commissioner, I am bound to follow the rulings of the Commissioner as binding precedent.

Having thoroughly reviewed all of the evidence in the record related to claimant's extent of impairment under the AMA Guides, I find claimant has sustained a 16 percent impairment of the right upper extremity as a result of his work-connected right shoulder condition. This is based upon the rating from claimant's expert Dr. Taylor. I conclude, therefore, claimant is entitled to 64 weeks of compensation commencing on December 3, 2019.

The next issue is whether the claimant is entitled to expenses for his independent medical evaluation (IME) under Section 85.39.

Section 85.39 permits an employee to be reimbursed for subsequent examination by a physician of the employee's choice where an employer-retained physician has previously evaluated "permanent disability" and the employee believes that the initial evaluation is too low. The section also permits reimbursement for reasonably necessary transportation expenses incurred and for any wage loss occasioned by the employee attending the subsequent examination.

Defendants are responsible only for reasonable fees associated with claimant's independent medical examination. Claimant has the burden of proving the reasonableness of the expenses incurred for the examination. See Schintgen v. Economy Fire & Casualty Co., File No. 855298 (App. April 26, 1991). Claimant need not ultimately prove the injury arose out of and in the course of employment to qualify for reimbursement under section 85.39. See Dodd v. Fleetguard, Inc., 759 N.W.2d 133, 140 (Iowa App. 2008).

I find claimant is entitled to the IME expenses of Dr. Taylor set forth in Claimant's Exhibit 4, page 55, in the amount of $2,670.50.

The next issue is penalty.

Claimant also seeks an award of penalty benefits pursuant to Iowa Code section 86.13. Iowa Code section 86.13(4) provides:

> a. If a denial, a delay in payment, or a termination of benefits occurs without reasonable or probable cause or excuse known to the employer or insurance carrier at the time of the denial, delay in payment, or termination of benefits, the workers' compensation commissioner shall award benefits in addition to those benefits payable under this chapter, or chapter 85, 85A, or 85B, up to fifty percent of the amount of benefits that were denied, delayed, or terminated without reasonable or probable cause or excuse.
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> b. The workers' compensation commissioner shall award benefits under this subsection if the commissioner finds both of the following facts:
>
> (1) The employee has demonstrated a denial, delay in payment, or termination in benefits.

(2) The employer has failed to prove a reasonable or probable cause or excuse for the denial, delay in payment, or termination of benefits.

c. In order to be considered a reasonable or probable cause or excuse under paragraph "b," an excuse shall satisfy all of the following criteria:

(1) The excuse was preceded by a reasonable investigation and evaluation by the employer or insurance carrier into whether benefits were owed to the employee.

(2) The results of the reasonable investigation and evaluation were the actual basis upon which the employer or insurance carrier contemporaneously relied to deny, delay payment of, or terminate benefits.

(3) The employer or insurance carrier contemporaneously conveyed the basis for the denial, delay in payment, or termination of benefits to the employee at the time of the denial, delay, or termination of benefits.

In this case, the basis for the claimant's penalty allegation is that the defendants paid benefits at an incorrect rate. Claimant argues there was no reasonable basis for the defendants' rate calculation. The defendants' rate calculation is set forth in Defendants' Exhibit C. The defendants recalculated the rate in October 2020, after inquiries by claimant's counsel and agreed to include his bonuses and on-call pay. The defendants, however, refused to include the claimant's compensation which was paid in lieu of health insurance benefits. I have already found this compensation is, in fact, wages, and should be included in the calculation. The question, for penalty purposes, is whether the defendants' decision to exclude these wages was reasonable.

The defendants articulated their explanation for their rate in their brief.

> The insurance opt-out pay offered by J Rettenmaier is something extra, in addition, to Claimant's normal earned wages. It provides assistance for Claimant to pay his insurance premiums through another insurer. Health insurance meets the definition of a welfare benefit [under Section 85.61(9)], and therefore payment for opting out of the employer-provided health insurance in order to contribute to the premium for outside insurance is also a welfare benefit. It is something extra given by an employer for the welfare of an employee.

(Def. Brief, p. 21) While this argument is creative and innovative, I do not find it to be consistent with the law or the facts. In fact, I find it to be unreasonable. Mr. Markley was not required to purchase insurance from another company with the compensation. It was simply paid in cash in his regular checks. In other words, he received more pay

for opting out, which benefited both parties. Moreover, the defendants cited no relevant authority for excluding this compensation from claimant's wages. The defendants cited Evenson v. Winnebago Industries, Inc., 881 N.W.3d 360, 367-68 (Iowa 2016). In Evenson, the Iowa Supreme Court upheld the exclusion of the employer's 401k contribution from claimant's gross wages. I find that the precedent cited by the defendants is not a reasonable extension of that principle. In Evenson, the employer had no particular benefit from a worker participating in the 401k plan and did not pay cash wages directly to the worker. In this case, the employer simply paid higher wages to incentivize the employee opt out of a benefit, which likely benefited both parties. This case is more akin to Cottrell v. Newman Catholic School System, File Nos. 5066407, 5066408 (Arb. July 9, 2020).

Therefore, I find the defendants' rate calculation was unreasonable. The defendants simply chose to exclude wages, which were paid regularly to the claimant, in order to arrive at a lower rate of compensation. The total amount of benefits delayed to the claimant was $5,501.93 and I find a 50 percent penalty on this amount is appropriate. Defendants shall pay a penalty of $2,750.00.

ORDER

THEREFORE IT IS ORDERED:

All weekly benefits shall be paid at the rate of seven hundred sixty-eight and 24/100 dollars ($768.24).

Defendants shall pay the claimant healing period benefits from August 22, 2019, through December 2, 2019, at the correct rate of compensation.

Defendants shall pay the claimant sixty-four (64) weeks of permanent partial disability benefits commencing December 3, 2019.

Defendants shall pay a penalty in the amount of two thousand seven hundred fifty and no/100 dollars ($2,750.00).

Defendants shall pay accrued weekly benefits in a lump sum.

Defendants shall pay interest on unpaid weekly benefits awarded herein as set forth in Iowa Code section 85.30.

Defendants shall be given credit for the benefits previously paid.

Defendants shall pay IME expenses in the amount of two thousand six hundred seventy and 50/100 dollars ($2,670.50).

Defendants shall file subsequent reports of injury as required by this agency pursuant to rule 876 IAC 3.1(2).

Costs are taxed to defendants in the amount of two hundred ninety-two and 20/100 dollars ($292.20).

Signed and filed this __4th____ day of November, 2021.

JOSEPH L. WALSH
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

The parties have been served, as follows:

Gary Nelson (via WCES)

Lindsey Mills (via WCES)

Right to Appeal: This decision shall become final unless you or another interested party appeals within 20 days from the date above, pursuant to rule 876-4.27 (17A, 86) of the Iowa Administrative Code. The notice of appeal must be filed via Workers' Compensation Electronic System (WCES) unless the filing party has been granted permission by the Division of Workers' Compensation to file documents in paper form. If such permission has been granted, the notice of appeal must be filed at the following address: Workers' Compensation Commissioner, Iowa Division of Workers' Compensation, 150 Des Moines Street, Des Moines, Iowa 50309-1836. The notice of appeal must be received by the Division of Workers' Compensation within 20 days from the date of the decision. The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or legal holiday.