

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

AMY DERIFIELD,

Claimant,

vs.

JOHN DEERE WATERLOO WORKS,

Self-Insured Employer,
Defendant.

File No. 21701314.01

A P P E A L

D E C I S I O N

Head Notes: 1402.40, 1802; 1803; 1803.1;
2907; 3001; 3002; 5-9998

Claimant Amy Derifield appeals from an arbitration decision filed on June 12, 2023. Defendant John Deere Waterloo Works, self-insured employer, responds to the appeal. The case was heard on December 2, 2022, and it was considered fully submitted in front of the deputy workers' compensation commissioner on January 6, 2023.

In the arbitration decision, the deputy commissioner found claimant carried her burden of proof to establish she sustained permanent disability of her right shoulder as a result of the stipulated October 16, 2020, work injury. The deputy commissioner found claimant failed to prove her permanent disability resulting from the work injury extends beyond claimant's right shoulder into her right arm. The deputy commissioner found that because claimant's permanent disability resulting from the work injury is confined to claimant's right shoulder, claimant is entitled to be compensated with functional disability benefits pursuant to Iowa Code section 85.34(2)(n), and the deputy commissioner found claimant is not entitled to be compensated with industrial disability benefits pursuant to Iowa Code section 85.34(2)(v). The deputy commissioner found that as a result of the work injury, claimant sustained functional scheduled member disability of two percent of the right shoulder, which entitles claimant to receive eight weeks of permanent partial disability benefits commencing on November 3, 2021. The deputy commissioner found claimant is entitled to receive healing period benefits for the work injury from February 25, 2021, to September 15, 2021. The deputy commissioner found claimant's correct gross average weekly earnings for the work injury were \$1,115.38, and the deputy commissioner found claimant's correct weekly benefit rate for the work injury is \$680.06. The deputy commissioner ordered the parties to cooperate to calculate the underpayment of the weekly benefit rate and the overpayment credit for healing period benefits to determine if additional sums, including interest, are owed, and the deputy commissioner ordered that if the parties cannot agree on the calculation, they shall submit their respective calculations of the overpayment and the underpayment for further findings and order. The deputy commissioner ordered the parties to pay their own costs of the arbitration proceeding, with defendant to pay the cost of the hearing transcript.

Claimant asserts on appeal that the deputy commissioner erred in finding claimant failed to prove her permanent disability resulting from the work injury extends beyond claimant's right shoulder into her right arm. Claimant asserts that because the deputy commissioner erred in finding claimant's permanent disability resulting from the work injury is confined to claimant's right shoulder, the deputy commissioner also erred in finding claimant is entitled to be compensated with functional disability benefits only pursuant to Iowa Code section 85.34(2)(n), and in finding claimant is not entitled to be compensated with industrial disability benefits pursuant to Iowa Code section 85.34(2)(v). Claimant asserts the deputy commissioner erred in finding that as a result of the work injury, claimant sustained functional scheduled member disability of two percent of the right shoulder. Claimant asserts the deputy commissioner erred in failing to award claimant substantial industrial disability benefits.

Defendant asserts on appeal that the arbitration decision should be affirmed in its entirety.

Those portions of the proposed arbitration decision pertaining to issues not raised on appeal are adopted as part of this appeal decision.

I performed a de novo review of the evidentiary record and the detailed arguments of the parties, and I reach the same analysis, findings, and conclusions as those reached by the deputy commissioner.

Pursuant to Iowa Code sections 17A.15 and 86.24, I affirm and adopt as the final agency decision those portions of the proposed arbitration decision filed on June 12, 2023, which relate to the issues properly raised on intra-agency appeal.

I find the deputy commissioner provided a well-reasoned analysis of all the issues raised in the arbitration proceeding. I affirm the deputy commissioner's findings of fact and conclusions of law pertaining to those issues.

I affirm the deputy commissioner's finding that claimant proved she sustained permanent disability of her right shoulder as a result of the stipulated October 16, 2020, work injury. I affirm the deputy commissioner's finding that claimant failed to prove her permanent disability resulting from the work injury extends beyond claimant's right shoulder into her right arm. I affirm the deputy commissioner's finding that because claimant's permanent disability resulting from the work injury is confined to claimant's right shoulder, claimant is entitled to be compensated with functional disability benefits pursuant to Iowa Code section 85.34(2)(n), and I affirm the deputy commissioner's finding that claimant is not entitled to be compensated with industrial disability benefits pursuant to Iowa Code section 85.34(2)(v). I affirm the deputy commissioner's finding that as a result of the work injury, claimant sustained functional scheduled member disability of two percent of the right shoulder. I affirm the deputy commissioner's finding that claimant is entitled to receive healing period benefits for the work injury from February 25, 2021, to September 15, 2021. I affirm the deputy commissioner's finding that claimant's correct gross average weekly earnings for the work injury were \$1,115.38, and I affirm the deputy commissioner's finding that claimant's correct weekly benefit rate for the work injury is \$680.06. I affirm the deputy commissioner's order that

the parties cooperate to calculate the underpayment of the weekly benefit rate and the overpayment credit for healing period benefits to determine if additional sums, including interest, are owed, and I affirm the deputy commissioner's order that if the parties cannot agree on the calculation, they shall submit their respective calculations of the overpayment and the underpayment to the deputy commissioner for further findings and order. I affirm the deputy commissioner's order that the parties pay their own costs of the arbitration proceeding, with defendant to pay the cost of the hearing transcript.

I affirm the deputy commissioner's findings, conclusions, and analysis regarding the above-stated issues.

ORDER

IT IS THEREFORE ORDERED that the arbitration decision filed on June 12, 2023, is affirmed in its entirety.

Defendant shall pay claimant healing period benefits from February 25, 2021, to September 15, 2021.

Defendant shall pay claimant eight (8) weeks permanent partial disability benefits commencing on November 3, 2021.

All weekly benefits shall be paid at the rate of six hundred eighty and 06/100 dollars (\$680.06) per week.

Defendant shall pay accrued weekly benefits in a lump sum together with interest at an annual rate equal to the one-year treasury constant maturity published by the federal reserve in the most recent H15 report settled as of the date of injury, plus two percent.

Defendant shall receive credit for all benefits paid to date.


If not already done, the parties shall cooperate to calculate the underpayment of the weekly rate and the overpayment credit for healing period benefits to determine if additional sums, including interest, are owed. If the parties cannot agree on the calculations, they shall file a request for rehearing, and they shall submit their respective calculations of the overpayment and underpayment to the deputy commissioner for further findings and order.

If defendant has not already done so, it shall immediately reimburse claimant for her independent medical evaluation expense pursuant to defendant's agreement and the verbal order entered at the commencement of the arbitration hearing.

Pursuant to rule 876 IAC 4.33, the parties shall pay their own costs of the arbitration proceeding, with defendant to pay the cost of the hearing transcript, and claimant shall pay any other costs of the appeal incurred by defendant.

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

Signed and filed on this 6th day of October, 2023.



JOSEPH S. CORTESE II
WORKERS' COMPENSATION
COMMISSIONER

The parties have been served as follows:

Randall Schueller (via WCES)

Coreen Sweeney (via WCES)