BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

CHARLES COLLINS, Claimant, vs. DES MOINES AREA REGIONAL TRANSIT AUTHORITY, Employer, WEST BEND MUTUAL INS. CO., Insurance Carrier, Defendants.	File No. 21700275.01 ARBITRATION DECISION Headnotes: 1803

I. STATEMENT OF THE CASE.

Claimant Charles Collins seeks workers' compensation benefits from the defendants, employer Des Moines Area Regional Transit Authority (DART) and insurance carrier West Bend Mutual Ins. Co. (West Bend). The undersigned presided over an arbitration hearing on May 16, 2022. Collins participated personally and through attorney Richard R. Schmidt. The defendants participated by and through attorney Charles A. Blades.

II. ISSUES.

Under rule 876 IAC 4.19(3)(*f*), the parties jointly submitted a hearing report defining the claims, defenses, and issues submitted to the presiding deputy commissioner. The hearing report was approved and entered into the record via an order because it is a correct representation of the disputed issues and stipulations in this case. The parties identified the following disputed issues in the hearing report:

1) Did Collins sustain an injury on November 6, 2020, arising out of and in the course of his employment with DART?

2) Is Collins entitled to temporary partial disability (TPD), temporary total disability (TTD), or healing period (HP) benefits from March 6, 2021, through June 13, 2021?

3) What is the nature and extent of permanent disability, if any, caused by the alleged injury?

4) If Collins is entitled to permanent partial disability (PPD) benefits, what is the commencement date?

5) If Collins is entitled to workers' compensation, what is the weekly rate?

6) Is Collins entitled to payment of medical expenses?

7) Is Collins entitled to recover the cost of an independent medical examination (IME)?

8) Is Collins entitled to a penalty?

9) Is Collins entitled to taxation of the costs against the defendants?

III. STIPULATIONS.

In the hearing report, the parties entered into the following stipulations:

1) An employer-employee relationship existed between Collins and DART at the time of the alleged injury.

2) Although entitlement to TPD, TTD, or HP benefits cannot be stipulated, Collins was off work from March 6, 2021, through June 13, 2021.

3) At the time of the stipulated injury:

    a) Collins's gross earnings were nine hundred ninety-nine and 60/100 dollars ($999.60) per week.

    b) Collins was single.

    c) Collins was entitled to one exemption.

The parties' stipulations in the hearing report are accepted and incorporated into this arbitration decision. The parties are bound by their stipulations. This decision contains no discussion of any factual or legal issues relative to the parties' stipulations except as necessary for clarity with respect to disputed factual and legal issues.

IV. FINDINGS OF FACT.

The evidentiary record in this case consists of the following:

- Joint Exhibits (Jt. Ex.) 1 through 7;
- Claimant's Exhibits (Cl. Ex.) 1 through 11;

- Defendants' Exhibits (Def. Ex.) A through K; and
- Hearing testimony by Collins, Gerleman, his former partner, and Patrick Daily, safety manager at DART.

After careful consideration of the evidence and the parties' post-hearing briefs, the undersigned enters the following findings of fact.

Collins was 69 years of age at the time of hearing. (Hrg. Tr. p. 16) He lived and worked in Illinois before he retired and then sustained a hip injury after falling in his home. (Hrg. Tr. pp. 17–22) After the injury, Collins moved in with Pam Gerleman, a friend who would later become his partner, in Urbandale, Iowa, so she could care for him. (Hrg. Tr. pp. 22–23) He ultimately required two hip replacement surgeries. (Hrg. Tr. pp. 22–23, 25)

In 2018, Collins applied to work at DART. (Hrg. Tr. pp. 23–24) DART hired him as a full-time bus driver. (Hrg. Tr. pp. 23–24) Collins sustained injuries that relegated him to light-duty work, which DART accommodated through the end of his employment. (Hrg. Tr. pp. 29–33)

DART Central Station is the hub for DART buses in its spoke-and-hub system. (Hrg. Tr. p. 145) Customer service and some administrative offices are located at the central station. (Hrg. Tr. pp. 145–46) DART Way is the operations facility, which consists of bus garages, a maintenance area for the buses, and the office space for employees in operations, safety, and human resources. (Hrg. Tr. p. 146)

The COVID-19 pandemic hit the United States in spring of 2020 and changed Collins and Gerleman's life drastically. (Hrg. Tr. pp. 47–48, 146) Gerleman has diabetes, which placed her at high risk if she contracted the virus. (Hrg. Tr. p. 129) Collins and Gerleman took the threat seriously and acted to mitigate their risk. (Hrg. Tr. pp. 46–49) Collins credibly testified, "We just, we basically stayed hunkered down, totally. It was almost like we were confined" in their townhouse. (Hrg. Tr. p. 49)

Gerleman stopped providing daycare services and switched from in-person piano lessons to lessons on Skype. (Hrg. Tr. pp. 127–30) Collins and Gerleman accepted no visitors and did not socialize with others. (Hrg. Tr. pp. 50, 128) They did not go shopping. (Hrg. Tr. p. 50) They ordered their groceries and had them delivered to their garage without interacting face-to-face with the people who delivered it. (Hrg. Tr. pp. 48–49) They wore masks when using the drive-through at the pharmacy and Culver's, which they patronized because employees also wore masks. (Hrg. Tr. pp. 50, 128)

Collins wore gloves when filling his car up with gas and paid at the pump to avoid COVID-19 exposure. (Hrg. Tr. p. 49) Collins would take his clothes off in the garage when he got home and immediately take a shower. (Hrg. Tr. pp. 128–29) They also had bleach water they would use to disinfect packages. (Hrg. Tr. p. 128)

Patrick Daly is the safety manager at DART. (Hrg. Tr. p. 144) At the time of hearing, he had held the position for just over six years. (Hrg. Tr. p. 144) As safety manager, he administers DART's safety plan, investigates employee and customer injuries, investigates crashes involving DART vehicles, oversees risk assessments, and makes recommendations to DART management. (Hrg. Tr. pp. 144–45) He was involved firsthand in DART's response to the COVID-19 pandemic. (Hrg. Tr. p. 146–47)

DART created a team to respond to the pandemic, on which Daly served. (Hrg. Tr. p. 147–48) The unit consulted with local public health authorities and relied on guidance from the federal Centers for Disease Control and Prevention (CDC) when crafting DART's response. (Hrg. Tr. p. 148) DART acted on new information as it became available to attempt to reduce the risk of COVID-19 exposure for customers and employees. (Hrg. Tr. pp. 147–60)

DART issued social-distancing rules in accordance with CDC guidance that people should attempt to stand or sit at least six feet apart in vehicles and facilities. (Hrg. Tr. pp. 148–49) This effort included running twice the number of buses "nose to tail" to reduce the number of passengers on each bus to allow passengers to sit at least six feet apart. (Hrg. Tr. p. 155) DART also "maxed out" the ventilation output in its facilities to help increase air circulation to reduce the risk of COVID-19 exposure for employees and customers. (Hrg. Tr. p. 153)

When the CDC recommended the public wear masks to help mitigate the spread of COVID-19, DART procured cloth and paper masks for employees and customers and implemented a mask mandate. (Hrg. Tr. pp. 150–51) DART provided cloth and paper masks for employees. (Hrg. Tr. p. 151) DART did this until a panel of the federal Fifth Circuit Court of Appeals issued an opinion striking down the requirement that recipients of federal transportation funding such as DART require employees and customers to wear masks. (Hrg. Tr. p. 151)

The majority of DART employees understood the risk and acted accordingly. (Hrg. Tr. p. 158) Nonetheless, a minority of DART employees required reminders to wear masks, act in accordance with social-distancing requirements, and not loiter. (Hrg. Tr. p. 158) DART management took steps to prompt these employees to comply with its COVID-19 protocols but stopped short of taking disciplinary action. (Hrg. Tr. pp. 158, 186) Consequently, employee compliance with DART's mask mandate was not universal.

DART provided COVID-19 testing for employees. It also conducted contact tracing when an employee tested positive. (Hrg. Tr. p. 158) DART then asked individuals who had been in close proximity to someone who had tested positive to undergo a COVID-19 test of their own. (Hrg. Tr. p. 159) Because transportation employees were considered essential workers by the Federal Transit Administration under its National Safety Plan in place at the time, DART employees were not required to go home due to a possible exposure, only a positive test. (Hrg. Tr. p. 159) Consequently, there existed the possibility of exposure while a COVID-19 test was pending.

In June of 2020, DART assigned Collins to work in customer service. (Hrg. Tr. p. 20) Collins worked in a customer service booth with one other employee for about thirty-five hours per week through November. (Hrg. Tr. pp. 40–41, 43) He credibly testified the booth was approximately four feet by forty inches by forty inches in size, with a sliding window that they opened when interacting with customers. (Hrg. Tr. pp. 40–41) There was no partition between Collins and his coworker or between them and members of the public seeking customer service. (Hrg. Tr. pp. 41–42) Collins wore a mask and gloves while on duty until Daly instructed him to stop wearing gloves. (Hrg. Tr. p. 42)

Collins interacted with members of the public when working customer service. This included selling bus passes. (Hrg. Tr. pp. 97–98) When a customer used cash to purchase a bus pass, Collins had to take cash from the customer and make change. (Hrg. Tr. p. 97) When a customer used a credit or debit card, the customer would handle the card and Collins had to push a button on the computer to accept payment. (Hrg. Tr. p. 98)

During the other hours Collins worked during the week, DART assigned him other tasks. (Hrg. Tr. p. 43) His assignments included shredding documents in the administration offices. (Hrg. Tr. p. 43) Collins interacted with employees in administration when he was assigned to work there. (Hrg. Tr. p. 43)

In the autumn of 2020, Collins learned he had a blood clot in his right foot or leg. (Hrg. Tr. pp. 58, 86) His physician referred him to the Mayo Clinic. (Hrg. Tr. p. 86) Collins and Gerleman drove to the Mayo Clinic on October 16, 2020. (Hrg. Tr. p. 59) They stopped for gas during the drive there and back and paid at the pump when filling up their vehicle with gasoline to avoid possible exposure to COVID-19. (Hrg. Tr. pp. 60–61)

He stayed overnight at the Mayo Clinic Hilton for three nights. (Hrg. Tr. p. 87) The Mayo Clinic Hilton had COVID-19 protocols in place at the time. (Hrg. Tr. p. 60) Hotel staff wore masks and gloves. (Hrg. Tr. p. 60) The hotel had plexiglass installed at the front desk where guests checked in. (Hrg. Tr. p. 60) After a guest room was cleaned, staff placed a seal on the door to ensure no one entered it and shed COVID-19 so that a guest might contract the virus from a surface. (Hrg. Tr. p. 89)

At the time of Collins and Gerleman's visit, the Mayo Clinic Hilton had a mask mandate in place that required guests to wear masks when outside their rooms. (Hrg. Tr. pp. 87–89) Collins and Gerleman followed the mask requirement throughout their stay. (Hrg. Tr. pp. 87–89) The other guests at the Mayo Clinic Hilton Collins encountered also wore masks in accordance with protocols. (Hrg. Tr. p. 89) Collins and Gerleman were able to stay six feet away from other people, in accordance with the hotel's COVID-19 protocols. (Hrg. Tr. p. 90) The Mayo Clinic Hilton provided a driver and limousine to transport Collins and Gerleman to the treatment facility and all three wore a mask throughout the drive, in accordance with protocols. (Hrg. Tr. pp. 88–89)

Mayo Clinic Hilton protocols prohibited non-guests from going upstairs, where the guest rooms are located. (Hrg. Tr. p. 92) Collins and Gerleman ordered food delivered

to the hotel on two nights. (Hrg. Tr. p. 92) On both occasions, a delivery person dropped their food off and one of them picked it up. (Hrg. Tr. p. 92) For dinner one night, Collins and Gerleman went to Culvers and used the drive-through, where the employees wore masks. (Hrg. Tr. p. 91) Collins and Gerleman checked out of the Mayo Clinic Hilton on October 19, 2020, and drove home. (Hrg. Tr. p. 86)

DART provided notice to its workers when one of its employees tested positive for COVID-19. (Jt. Ex. 3, pp. 46–111) Between October 31, and November 3, 2020, DART had ten employees test positive for COVID-19. (Jt. Ex. 3, p. 91) By the close of business November 5, 2020, DART had nineteen employees on leave because they had tested positive for COVID-19. (Jt. Ex. 3, p. 97) There is an insufficient basis in the evidence from which to conclude Collins had direct in-person contact with any of these individuals.

On November 5, 2020, Chief Human Resources Officer Erica Foreman sent an email to DART employees that stated, "Due to the increase in COVID-19 cases among DART staff, and out of an abundance of caution and to minimize any potential for future spread of COVID-19, we are requiring all operators and maintenance employees get tested before 5 p.m. tomorrow." (Jt. Ex. 3, p. 97) The policy required testing for only operators and maintenance employees; other employees, such as those in customer service, were not included in the group of DART employees required to undergo COVID-19 testing. (Jt. Ex. 3, p. 91) Under the policy, DART would reimburse employees for the cost of the required COVID-19 test. (Jt. Ex. 3, p. 91)

At the time, Collins was considered an operator under the CBA even though he was on a light-duty assignment in customer service. (Hrg. Tr. p. 175–76) On November 6, 2020, Collins underwent a COVID-19 test in accordance with DART requirement and tested positive for the virus. (Hrg. Tr. p. 51) He notified DART and informed HR the DART employees with whom he had been in close contact. (Hrg. Tr. p. 51) DART instructed Collins to quarantine for ten days. (Hrg. Tr. p. 51) Including Collins, DART had twenty-eight out of its over two hundred employees on leave due to a positive COVID-19 test on November 10, 2020. (Hrg. Tr. p. 170)

On November 7, 2020, Collins began experiencing symptoms. (Hrg. Tr. p. 52) He noticed he could not smell the bleach he was using to disinfect items that might spread the virus. (Hrg. Tr. p. 52) His symptoms included loss of smell, memory loss, chills, extreme fatigue, and issues controlling his limbs. (Hrg. Tr. pp. 55–56) Collins called his personal physician's office and staff instructed him to stay home and quarantine. (Hrg. Tr. pp. 52–53)

Gerleman credibly testified Collins experienced COVID-19 symptoms consistently after he returned to work. (Hrg. Tr. p. 134–35) Physical exertion worsened his symptoms. (Hrg. Tr. p. 136–37) She testified that Collins experienced mental issues after contracting the virus. (Hrg. Tr. p. 135) For example, Collins was good with math before he came down with COVID-19 and often struggled with performing math in his head after he contracted the virus in a way he had not done before coming down with the virus. (Hrg. Tr. p. 135)

On January 28, 2021, Collins underwent a fitness for duty exam because of his knee problems with a physical therapist at ACR. (Hrg. Tr. pp. 111–12) The physical therapist stopped the test all-together because Collins failed the first part of the exam. (Hrg. Tr. p. 112) DART discharged Collins because he failed the exam, he filed a grievance, and DART denied it. (Hrg. Tr. p. 112–14)

The union filed a grievance with DART relating to its decision to discharge Collins. (Hrg. Tr. p. 112) In the grievance, Collins sought a full-time job with DART in customer service because he felt he could perform the duties of such a position. (Hrg. Tr. p. 112–13) Collins held the same belief at the time of hearing. (Hrg. Tr. pp. 113–14)

On March 3, 2022, Collins underwent an independent medical examination (IME) arranged by defense counsel with Charles Mooney, M.D. (Def. Ex. A) Dr. Mooney performed a records review and physical examination of Collins before answering questions posed by defense counsel about the case. (Def. Ex. A) On the question of causation, Dr. Mooney opined:

> It is my opinion upon the interview of Mr. Collins that there is no specific occupational relationship to his contraction of COVID-19 and his employment at DART. He denied any known coworker contact with COVID symptoms, or a known person with a positive COVID test. There is no evidence that the work environment caused his COVID infection or was an occupational hazard and all reasonable PPE to prevent transmission was provided. It is my opinion that it is impossible to state with medical certainty that the infection occurred during his employment rather than somewhere else. There is no evidence of any specific contact in either the medical record or his interview that would directly relate his contraction of COVID-19 to his employment environment.

(Def. Ex. A, p. 27)

On April 15, 2022, John Kuhnlein, M.D., performed an independent medical examination of Collins arranged by claimant's counsel. (Cl. Ex. 1) On causation, Dr. Kuhnlein stated, "Please see my April 14, 2022, letter to [claimant's counsel] regarding causation." (Cl. Ex. 1, p. 11) The letter Dr. Kuhnlein incorporated by reference is not in evidence. (See Cl. Exs., see also Jt. Exs. and Def. Exs.) In the IME report, Dr. Kuhnlein states the following on causation:

> Based on Mr. Collins' discussion, I think it is more probable than not that he was exposed to Covid through his work at DART. From my review of the records, I believe that DART did as much as they could to prevent exposure in the workplace during a rapidly evolving and very difficult public health situation with at times contrasting and contradictory information being provided, but it does appear that the greatest probability for Mr. Collins' exposure was during his work at DART. Regardless of the policies put in place, DART still had multiple cases about the same time that Mr. Collins turned positive. While DART felt that some of those cases

> were traced to a non-work-related event, there were still several cases. It is unknown if they were around Mr. Collins before being tested or developing symptoms. It was also about this time that DART changed its policy (as outlined above) in response to the increased number of cases they were seeing.

(Cl. Ex. 1, p. 11)

COVID-19 is known as a "novel coronavirus" because it did not impact humans until late 2019. Its newness and broad impact on humanity has led to steady stream of scientific research as we attempt to find ways to reduce its impact. It is therefore important to have information about COVID-19 that reflects the most recent scientific knowledge about the variant(s) of the virus that were most prevalent at the time in question. This includes information about transmissibility, incubation period, and symptoms.

In Dr. Kuhnlein's IME report (Claimant's Exhibit 1), he does not discuss the customers with whom Collins interacted while working in customer service as a potential source of the COVID-19 exposure that caused him to contract the virus. Further, while Dr. Kuhnlein referenced generally an increase in positive tests by DART employees around the time in question as a factor supporting his causation opinion, there is an insufficient basis in the record from which to conclude Collins interacted in close proximity with a coworker when that coworker might have had COVID-19 and been actively shedding the virus.

The IME report also does not provide any information with respect to how much time typically passed between a person's exposure to the virus and the manifestation of symptoms in late 2020. Nor does it provide any information regarding how COVID-19 spread at the time. Without this information in evidence, Collins has failed to meet his burden of proof. There is an insufficient basis in the evidence from which to conclude it is more likely than not Collins contracted COVID-19 while working for DART.

V. CONCLUSIONS OF LAW.

In 2017, the Iowa legislature amended the Iowa Workers' Compensation Act. See 2017 Iowa Acts, ch. 23. The 2017 amendments apply to cases in which the date of an alleged injury is on or after July 1, 2017. Id. at § 24(1); see also Iowa Code § 3.7(1). Because the injury at issue in this case occurred after July 1, 2017, the Iowa Workers' Compensation Act, as amended in 2017, applies. Smidt v. JKB Restaurants, LC, File No. 5067766 (App. Dec. 11, 2020).

The legislature enacted the Iowa Workers' Compensation Act, Iowa Code chapter 85, for injuries arising out of and in the course of employment. It passed the Iowa Occupational Disease Law, Iowa Code chapter 85A, to govern occupational diseases. Both statutory schemes are enforced by the agency. See Iowa Code § 86.8.

The laws present an either-or proposition for compensation. See IBP, Inc. v. Burress, 779 N.W.2d 210, 214 (Iowa 2010). The statutory definition of "injury" or "personal injury" under chapter 85 excludes occupational diseases under chapter 85A. Iowa Code § 85.61(4)(*b*). Section 85A.8 defines "occupational disease" as follows:

> Occupational diseases shall be only those diseases which arise out of and in the course of the employee's employment. Such diseases shall have a direct causal connection with the employment and must have followed as a natural incident thereto from injurious exposure occasioned by the nature of the employment. Such disease must be incidental to the character of the business, occupation or process in which the employee was employed and not independent of the employment. Such disease need not have been foreseen or expected but after its contraction it must appear to have had its origin in a risk connected with the employment and to have resulted from that source as an incident and rational consequence. A disease which follows from a hazard to which an employee has or would have been equally exposed outside of said occupation is not compensable as an occupational disease.

Iowa Code § 85A.8.

With respect to this definition, the Iowa Supreme Court has held, "The term 'exposure' indicates a passive relationship between the worker and his work environment rather than an event or occurrence, or series of occurrences, which constitute injury under the Worker's Compensation Act." Burress, 779 N.W.2d at 215 (quoting Noble v. Lamoni Prods., 512 N.W.2d 292, 295 (Iowa 1994).

> "[A]n 'injury' is distinguished from a 'disease' by virtue of the fact that an injury has its origin in a specific identifiable trauma or physical occurrence or, in the case of repetitive trauma, a series of such occurrences. A disease, on the other hand, originates from a source that is neither traumatic nor physical...."

Id. at 215 (quoting Perkins v. HEA of Iowa, Inc., 651 N.W.2d 40, (Iowa 2002)).

Despite the differences in applicability, both chapter 85 and 85A include the express textual requirement that, in order to be compensable under the law, an employee's injury, condition, or disease must arise:

1) Out of the claimant's employment; and

2) In the course of the claimant's employment. Iowa Code §§ 85.3(1), 85A.8; see also St. Luke's Hosp. v. Gray, 604 N.W.2d 646, 652 (Iowa 2000); Burress, 779 N.W.2d at 214.

"'The two tests are separate and distinct.'" Lakeside Casino v. Blue, 743 N.W.2d at 174 (Iowa 2007)(quoting Miedema v. Dial Corp., 551 N.W.2d at 311, (Iowa 1996)).

Under Iowa law, "'both must be satisfied in order for an injury to be deemed compensable.'" Id. (quoting Miedema, 551 N.W.2d at 311). In this case, the parties dispute whether the injury arose out of employment.

A disease arises out of employment if there is a causal connection between it and the employment. Iowa Code § 85A.8; see also Blue, 743 N.W.2d at 652. "'In other words, the injury must not have coincidentally occurred while at work, but must in some way be caused by or related to the working environment or the conditions of [the] employment.'" Blue, 743 N.W.2d at 174. (quoting Miedema, 551 N.W.2d at 311). "When one speaks of an event 'arising out of employment,' the initiative, the moving force, is something other than the employment: the employment is thought of more as a *condition* out of which the event arises than as the force producing the event in affirmative fashion." Meyer v. IBP, Inc., 710 N.W.2d 213, 223 (Iowa 2006) (quoting 1 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law* (2005) § 3.06, at 3-7 to 3-8 (emphasis in original)).

"Medical causation presents a question of fact." Cedar Rapids Cmty. Sch. Dist. v. Pease, 807 N.W. 2d 839, 844 (Iowa 2011). The answer to this question lies "'essentially within the domain of expert testimony.'" Id. at 845 (quoting Dunlavey v. Econ. Fire. & Cas. Co., 526 N.W.2d 845, 853 (Iowa 1995)). The agency may accept or reject an expert opinion in whole or in part. Schutjer v. Algona Manor Care Ctr., 780 N.W.2d 549, 560 (Iowa 2010) (quoting Grundmeyer v. Weyerhaeuser Co., 649 N.W.2d 744, 752 (Iowa 2002)). In doing so, the agency "has the duty to determine the credibility of the witnesses and to weigh the evidence, together with the other disclosed facts and circumstances, and then to accept or reject the opinion." Dunlavey, 526 N.W.2d at 853. The agency determines the weight to give an expert opinion based on consideration of:

1) "[T]he accuracy of the facts relied upon by the expert," Schutjer, 780 N.W.2d at 560 (quoting Grundmeyer, 649 N.W.2d at 752);

2) "[T]he completeness of the premise with which the expert is given," Dunlavey, 526 N.W.2d at 853; and

3) "[O]ther disclosed facts and circumstances," id.

Medical causation disputes can take two forms under Iowa workers' compensation law. One is whether the injury arises out of an actual risk of the claimant's employment. See Bluml v. Dee Jay's Inc., 920 N.W.2d 82, 85–86 (Iowa 2018); see also Lakeside Casino v. Blue, 743 N.W.2d 169, 173–74 (Iowa 2007); Meyer v. IBP, Inc., 710 N.W.2d 213, 223 (Iowa 2006); Almquist v. Shenandoah Nurseries, 254 N.W. 35 (Iowa 1934). The other is whether the injury caused a compensable disability. See Schutjer, 780 N.W.2d at 560 (quoting Grundmeyer, 649 N.W.2d at 752). In this case, the parties dispute medical causation—specifically, whether Collins contracted COVID-19 in the course of his employment at DART.

As found above, there is an insufficient basis in the evidence from which to conclude it is more likely than not Collins's contraction of COVID-19 arose out of and

the course of his employment. The April 15, 2022 letter Dr. Kuhnlein references in his IME report under the header of "Causation" is not in evidence. The IME report itself does not discuss how COVID-19 is transmitted or the course the virus typically takes between contraction and the development of symptoms. In this case, the timeline between exposure and the manifestation of symptoms is of particular importance and there is little expert discussion of it in evidence or how it relates to Collins's contraction of COVID-19.

For these reasons, Collins has failed to meet his burden of proof on the question of causation. There is an insufficient basis in the evidence from which to conclude Collins contracted COVID-19 while at work for DART. Because Collins did not prove causation, this decision does not address the other disputed issues.

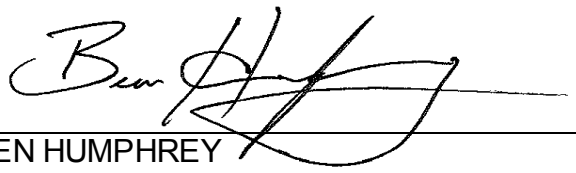
VI. ORDER.

Based on the above findings of fact and conclusions of law, it is ordered:

1) Collins shall take nothing further in this case.

2) The parties shall bear their own hearing costs.

Signed and filed this 24th day of October, 2022.



BEN HUMPHREY
Deputy Workers' Compensation Commissioner

The parties have been served, as follows:

Richard R. Schmidt (via WCES)

Charles A. Blades (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.