COMMENTS ON IOWA BEEF PROCESSORS, INC. V. MILLER—EXTRATERRITORIAL EMPLOYMENT INJURIES AND SUBJECT MATTER JURISDICTION UNDER SECTION 85.71(1)

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Jurisdiction over the subject matter and the parties to a particular controversy is as critical in the area of workers' compensation as it is in tort law. In its absence, a court or adjudicative agency is powerless to consider the underlying case. In workers' compensation cases it is well settled that an injured employee may receive successive awards from any state having the appropriate jurisdiction. However, one state's benefits in turn credit benefits received in another state, so that a claimant does not receive a double recovery of workers' compensation benefits for a single work injury.[1]

In workers' compensation cases an initial examination of the facts must be made to determine the geographic situs of the injury. Under Iowa law, if an employee is injured within the territorial boundaries of the State, the Iowa Industrial Commissioner is vested with jurisdiction.[2] If, however, the employee is injured while engaged in extraterritorial employment, the applicability issue must be analyzed in light of the statutory provisions of section 85.71.[3]

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1. *See* Thomas v. Washington Gas & Light Co., 448 U.S. 261 (1980). *See also* 4A LARSON, THE LAW OF WORKMEN'S COMPENSATION § 86.00.

2. IOWA CODE §§ 85.3(2), 326, 85.56 (1981); Jansen v. Harmon, 164 N.W.2d 323 (Iowa 1969); Schmidt v. Pittsburgh Plate Glass, 243 Iowa 1307, 1316, 55 N.W.2d 227, 232 (1952).

3. IOWA CODE § 85.71 (1981) provides:

> If an employee, while working outside the territorial limits of this state, suffers an injury on account of which he, or in the event of his death, his dependents, would have been entitled to the benefits provided by this chapter had such injury occurred within this state, such employee, or in the event of his death resulting from such injury, his dependents, shall be entitled to the benefits provided by this chapter, provided that at the time of such injury:
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> 1. his employment is principally localized in this state, that is, his employer has a place of business in this or some other state and he regularly works in this state, or if he is domiciled in this state, or
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> 2. he is working under a contract of hire made in this state in employment not principally localized in any state, or
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> 3. he is working under a contract of hire made in this state in employment princi-

The element of the "contract of hire" is an integral part of sections 85.71(2), (3) and (4),[4] however, the application of these sections will not be addressed in this article. Only the narrower issue of the applicability of the Act premised upon the claimant's Iowa domicile under section 85.71(1)[5] and the effect of *Iowa Beef Processors, Inc. v. Miller*,[6] will be examined.

The Iowa Industrial Commissioner's subject matter jurisdiction over cases involving injuries sustained during extraterritorial employment is encompassed within the provisions of section 85.71.[7] The Iowa Industrial Commissioner has historically taken the legal position, that based upon section 85.71(1), a claimant's Iowa domicile alone was sufficient to confer jurisdiction.[8] The basis for this position, in the absence of judicial precedent,[9] was the commissioner's interpretation of the statute.

Subsection 1 of section 85.71 states that an employee who sustains a work injury outside the state of Iowa may recover benefits under Iowa law if "[h]is employment is principally localized in this state, that is, his employer has a place of business in this or some other state and he regularly works in this state, or if he is domiciled in this state . . . ."[10] The commissioner held that the phrase "or if he is domiciled in this state" to be sufficient to confer jurisdiction.[11]

The opinion of the Iowa Supreme Court in *Iowa Beef Processors, Inc. v. Miller*,[12] at this time, is dispositive of the issue of the application of the Act

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pally localized in another state, whose workers' compensation law is not applicable to his employer, or

4. he is working under a contract of hire made in this state for employment outside the United States.

4. *See supra* note 3.

5. *See supra* note 3.

6. 312 N.W.2d 530 (Iowa 1981) (subject matter jurisdiction as described in the title may not be the question at all; but rather whether the act itself, is applicable to the claimant's case).

7. *See supra* note 3.

8. *See, e.g.*, Whitmore v. Custodis Construction Co. 34th Biennial Report, Iowa Indus. Comm'r 345 (1980); Johnson v. All-American, Inc., 34th Biennial Report, Iowa Indus. Comm'r 151 (1980); Hyslop v. Mid-West Coast Transport, Inc., 33rd Biennial Report, Iowa Indus. Comm'r 159 (1977).

9. Iowa Code section 85.71(1) (1981), in its present form, was basically patterned after the Council of State Governments Model Act. However, when the legislature enacted section 85.71(1) it added the phrase, "that is, his employer has a place of business in this state or some other state and he regularly works in this state, or if he is domiciled in this state." IOWA CODE § 85.71(1) (1981). This added phrase was viewed by the commissioner as an attempt by the Iowa legislature to expand the coverage of this section. The word "domicile" was not defined in the Iowa Workers' Compensation Statutes nor had the Iowa Supreme Court ever addressed the meaning of the word "domicile" in the context of workers' compensation law. Thus, relying on what was considered to be the clear wording of the statute, and in the absence of judicial precedent, the commissioner concluded that the claimant's domicile in Iowa was sufficient to invoke Iowa jurisdiction. *See supra* note 8.

10. *See supra* note 3.

11. *See supra* notes 8 and 9.

12. 312 N.W.2d 530 (Iowa 1981).

based upon the singular fact of the claimant's Iowa domicile. In this case of first impression, the court, interpreting section 85.71(1), held that the claimant's Iowa domicile alone was not sufficient to invoke Iowa coverage and "entitle and employee who had sustained an injury outside the state to benefits provided by the Iowa Workers' Compensation Act."[13]

Iowa Beef Processors, Inc., (I.B.P.), was a Delaware corporation with its principal place of business in Dakota City, Nebraska. It was also licensed to do business in Iowa. Lorine M. Miller (Miller) was a resident of and domiciled in Sioux City, Iowa. She had been employed by I.B.P. for a period of approximately six years prior to the date of injury. Other than responding to I.B.P.'s advertisement in a Sioux City newspaper to initially secure employment, all acts related to the employment relationship occurred in Nebraska.[14]

In August 1978, Miller, while an employee of I.B.P., sustained an injury at their plant in Dakota City, Nebraska. For purposes of the Nebraska Workmen's Compensation Act,[15] I.B.P. admitted that the injury arose out of and in the course of employment.[16] Medical benefits were paid, as well as benefits for temporary total disability, as allowed under Nebraska law.[17]

Prior to the termination of the Nebraska benefits, Miller filed a petition in arbitration[18] with the Iowa Industrial Commissioner seeking compensation benefits for the same injury. Miller alleged in her pleadings that she was a resident of Iowa on the date of injury.

A special appearance[19] was filed by I.B.P. challenging the industrial commissioner's jurisdiction over the controversy. The special appearance was subsequently overruled on the basis that the Commission may have had jurisdiction based upon domicile under section 85.71(1). After hearing the case in chief, an award of healing period and permanent partial disability benefits was made, subject to credit for benefits previously paid under the Nebraska Act.[20]

On appeal,[21] by I.B.P., the Iowa Industrial Commissioner affirmed the deputy Commissioner's decision on the jurisdictional issue as well as on the amount of the compensation benefits awarded. In a subsequent appeal to the district court,[22] the commissioner's decision was affirmed.

In an opinion authored by Justice Schultz,[23] which reversed the district

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13. *Id.* at 534.
14. *Id.* at 531.
15. Neb. Rev. Stat. §§ 48-101, 48-106, 48-109, 48-111, 48-112 (1943).
16. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 531.
17. *Id. See also* Neb. Rev. Stat. §§ 48-120 to -121 (1943).
18. Iowa Code § 85.26(1) (1981).
19. Iowa R. Civ. P. 66 as adopted by Industrial Commissioner Rule 500-4.35.
20. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 531.
21. Iowa Code § 86.24 (1981); Industrial Commissioner Rule 500-4.27.
22. Iowa Code § 86.26 (1981); Iowa Administrative Procedure Act § 17A.19.
23. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 531.

court, the issue of the application of the Act was resolved by judicial interpretation of the legislative intent underlying the statute.[24] The constitutional issues, raised by I.B.P., involving a violation of the full faith and credit provisions of the United States Constitution and a violation of the due process clauses of both the United States and Iowa Constitutions were never reached.[25]

The court pointed out that the overall purpose of section 85.71 was to "specify employees who [were] entitled to Iowa workers' compensation benefits for injuries sustained during employment outside the territorial limits of this state."[26] The legal analysis was then directed towards the legislative intent underlying the enacting and definitional clauses of section 85.71(1), within the confines and principals of judicial statutory construction.[27]

For purposes of statutory analysis, the court noted that the enacting clause of section 85.71(1) made benefits available to an employee whose "employment is *principally localized* in this state."[27.1] This clause was followed by what the court described as "an explanatory or definitional clause containing two requirements: his employer has a place of business in this or some other state and he regularly works in this state, or if he is domiciled in this state."[27.2] Construing this language the court rejected, as "arbitrary," a statutory interpretation which would have "define[d] employment that is principally localized in this state to allow benefits to be based exclusively upon the domicile of the employee, with no part of the employment relationship either originating or performed in Iowa."[27.3]

Section 85.71, in its present form, is patterned after the *Council of State Governments Model Act, Comprehensive Workmen's Compensation and Rehabilitation Law* (The Model Act).[28] Relying on the Model Act's def-

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24. *Id.* at 532.
25. *Id.*
26. *Id.* at 533.
27. *Id.* The court stated:

> [a]n isolated, literal reading of the definitional clause would provide coverage based upon domicile alone, if the employer has a business in any state. "We have often said that the legislature may be its own lexicographer, and that we are bound to follow its definitions," *State v. Di Paglia*, 247 Iowa 79, 84, 71 N.W.2d 601, 604 (1955), "and may not add words or change terms under the guise of judicial construction." State v. Hesford, 242 N.W.2d 256, 258 (Iowa 1976). "If, however, the definitions are arbitrary and result in unreasonable classifications or are uncertain, then the court is not bound by the definitions." 1A C. SANDS, STATUTES AND STATUTORY CONSTRUCTION § 20.08, at 59 (4th ed. 1972).

Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 533.

27.1 *Id.* (emphasis original).
27.2 *Id.*
27.3 *Id.*
28. The Model Act provides, in pertinent part:

> Section 7 Extraterritorial Coverage.
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> (a) If an employee, while working outside the territorial limits of this State, suffers an injury on account of which he, or in the event of his death, his dependents,

inition of principally localized employment, the court stated that "under the Model Act, employment is localized in a particular state when the employee regularly works in the state *or* is domiciled in the state *and* a substantial portion of the employee's working time is spent serving the employer in the state. Mere domicile alone does not confer coverage."[29] The court then went on to hold "that domicile in Iowa alone is not sufficient to entitle an employee who has sustained an injury outside the state to benefits provided by the Iowa Workers' Compensation Act. There must be a more meaningful connection between domicile and the employer-employee relationship."[30]

In reaching its conclusion, the Iowa Supreme Court relied on case law from other jurisdictions. One decision relied on was *Crenshaw v. Chrysler Corp.*,[31] a 1975 case decided by the Michigan Supreme Court. The applicable jurisdictional statute cited by the Michigan court provided that "[t]he bureau shall have jurisdiction over all controversies arising out of injuries suffered outside this state where the injured employee is a resident of this state at the time of the injury and *the contract of hire was made in this state*. Such employee or his dependents shall be entitled to the compensation and other benefits provided by this act."[32]

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would have been entitled to the benefits provided by this act had such injury occurred within this State, such employee, or in the event of his death resulting from such injury, his dependents, shall be entitled to the benefits provided by this act, provided that at the time of such injury

(1) his employment is principally localized in this State or

(2) he is working under a contract of hire made in this State in employment not principally localized in any State, or

(3) he is working under a contract of hire made in this State in employment principally localized in another State whose workers' compensation law is not applicable to his employer, or

(4) he is working under a contract of hire made in this State for employment outside the United States and Canada.

That act also contains the following definition of "principally localized employment":

(4) A person's employment is principally localized in this or another State when (1) his employer has a place of business in this or such other State and he regularly works at or from such place of business, or (2) if clause (1) foregoing is not applicable, he is domiciled and spends a substantial part of his working time in the service of his employer in this or such other State;

Former Industrial Commissioner Harry W. Dahl, in his article *The Model Workers' Compensation Act—Time for Change*, 30 DRAKE L. REV. 693 (1981), comments extensively on Section 7 of the Model Act. Mr. Dahl's article was prepared and published prior to the decision in *Iowa Beef Processors, Inc. v. Miller*. As a consequence, some of the questions he raises appear to have been resolved in the opinion. *See also* Dahl, *The Iowa Workmen's Compensation Law and Federal Recommendations*, 24 DRAKE L. REV. 336, 351-52 (1975).

29. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 533 (emphasis added by the court).

30. *Id.* at 534.

31. 394 Mich. 513, 232 N.W.2d 166 (1975).

32. *Id.* at _, 232 N.W.2d at 168 n.1 (emphasis added by the court). MICH. COMP. LAWS

Factually, claimant Crenshaw secured employment in 1963 at defendant's plant in Ohio. Although he had seniority, due to prior employment with Chrysler, he was required to fill out a job application, undergo a physical examination and serve a ninety day probation period like any newly hired employee.[33] Subsequently, claimant lost his left hand and injured his back while employed by the defendant in Ohio. Benefits were awarded the claimant under the Ohio Workmen's Compensation Law for the loss of his hand.[34]

In 1969, Mr. Crenshaw returned to Michigan and began work at another of defendant's plants as an elevator operator. During this period of employment the claimant suffered from post-traumatic neurosis and as a result, missed work throughout the next year.

Claimant filed for benefits in Michigan seeking additional compensation for the injuries sustained while working in Ohio. This claim was rejected by the Michigan courts, concluding that these out of state injuries were not compensable.[35]

On appeal, the Michigan Supreme Court agreed with the decision reached by the lower courts, stating that "[w]hen plaintiff obtained a position at Chrysler's Twinsberg, Ohio plant he entered into a contract of hire and that contract was 'made' in Ohio."[36] Under Michigan's workmen's compensation statute an employee, in order to collect benefits due to an injury sustained outside of the state, would have to be a resident of Michigan, and the contract of hire had to be made in Michigan.[37]

The claimant also premised his case on a Michigan statute which provided, in part, that "[t]he total compensation due shall be recoverable from the employer who last employed the employee in the employment to the nature of which the disease was due and in which it was contracted . . . ."[38] This position was rejected by the Supreme Court of Michigan, noting that his psychological problems arose from an injury while working on an assembly line and that his disability was incurred while employed as an elevator operator.[39]

Although the claimant may have been domiciled in Michigan at the time of the filing of his claim, the jurisdictional question turned on the determination that the contract of hire was made in Ohio, not Michigan, and thus the injuries sustained out of state, under these facts, were not compensable under Michigan law.

ANN. § 418.845 (West Supp. 1982-83) (MICH. STAT. ANN. § 17.237(845) (Callaghan 1982)).

33. Crenshaw v. Chrysler Corp., 394 Mich. 513, ___, 232 N.W.2d 166, 167 (1975).
34. *Id.*
35. *Id.* at 168.
36. *Id.*
37. *Id.* at 168 n.1.
38. Id. at 168 n.2. MICH. COMP. LAWS ANN. § 418.435 (West Supp. 1982-1983) (MICH. STAT. ANN. § 17.237(435) (Callaghan 1982)).
39. Crenshaw v. Chrysler Corp., 394 Mich. at ___, 232 N.W.2d at 168.

In *Ray v. Aetna Casualty & Surety Co.*,[40] another case which the Iowa Supreme Court relied upon in *Miller*, involved a claimant who had filed for Tennessee workers' compensation benefits alleging he suffered from asbestosis.[41] The issue to be resolved was whether the claimant could maintain the action under the Tennessee Workmen's Compensation Law.

The contract of employment, subsequent work and disability all occurred in Missouri. Claimant never worked for the employer in any state other than Missouri. The only contact the state of Tennessee had with this claim was that the disabled worker was a resident of that state and that the claimant was notified of the Missouri job opportunity through his local union. It was also found that the employer had secured workmen's compensation insurance coverage sufficient to satisfy the requirements of the law of Tennessee, as well as the other states where the defendant had operated. State court jurisdiction was subsequently secured over the compensation carrier.[42]

In affirming the trial court's decision to dismiss the action because of insufficient contact with Tennessee, the Supreme Court of Tennessee held "that these are insufficient contacts with the state to justify the application of the local workmen's compensation law to the claim, since the contract of employment, the performance of the work and the injury all occurred in another state."[43]

Upon finding that domicile alone was not sufficient to confer jurisdiction for the purpose of obtaining benefits under Iowa's workmens' compensation law, the Iowa Supreme Court noted that its position was consistent with the decisions reached by other courts.[44] Additional support was found in Professor Arthur Larson's treatise on the Law of Workmen's Compensation,[45] which states that:

> [t]he place of the employee's residence, although having a very real interest as a community which might have to support a disabled and uncompensated workman, has never either by judicial decision or statute been held entitled to apply its statute on the strength of the resident factor alone. In combination with other tests, however, it has at times played an important part.[46]

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40. 517 S.W.2d 194 (Tenn. 1974).
41. *Id.* at 195.
42. *Id.* at 195-96.
43. *Id.* at 197.
44. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 534. *See also* Ryan v. Indus. Comm., 127 Ariz. 607, 623 P.2d 37 (Ct. App. 1981); Jerry v. Young's Well Service, 375 So. 2d 186 (La. Ct. App. 1979); Wenzel v. Zantop Air Transp., Inc., 94 N.J. Super. 326, 228 A.2d 104, *aff'd*, 97 N.J. Super. 264, 235 A.2d 29 (1967).
45. 4A LARSON, THE LAW OF WORKMEN'S COMPENSATION § 87.60 (1982).
46. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 534. 4A. LARSON, THE LAW OF WORKMEN'S COMPENSATION § 87.60. *See also* M.W.M. Trucking Co. v. Industrial Comm., 62 Ill. 2d 245, 342 N.E.2d 17 (1976); United Pipeline Constr. Co. v. Kaelin, 602 S.W.2d 176 (Ky. Ct.

The important issue in a section 85.71(1) case revolves around whether the employee's employment is principally localized in Iowa. According to the court's analysis of the Model Act, two alternative considerations surface when determining if the employment is principally localized in a particular state.[47] First does the "employee regularly work in the state?"[48] There does not appear to be an accompanying requirement that the claimant also be domiciled in the state so long as he "regularly works" here.[49] Alternatively, employment is principally localized if the employee "is domiciled in the state[50] *and* a substantial portion of the employee's working time is spent serving the employer in the state."[51] Clearly, domicile of the claimant is an important consideration under the second clause.

Of interest is the court's statement concerning the "plain meaning" of the enacting clause, particularly when considered and analyzed in conjunction with the Model Act. The court stated that "[t]he plain meaning of the enacting clause indicates that the employee must perform the primary portion of his services for the employer within the territorial boundaries of the State of Iowa or that such services be attributable to the employer's business in this state."[52]

It appears that the Iowa Supreme Court may not have intended to limit recovery in extraterritorial injury cases merely to those claimants who "regularly work" or spend a substantial time serving the employer within the geographic confines of Iowa's four borders. By this does the court intend to extend coverage of the Iowa Workers' Compensation Act to the employee whose contract of hire, employment activity, domicile and injury are all outside of Iowa, but whose employer's corporate headquarters and profit center is located in Iowa? Are this employee's out of state services attributable to the employer's business in this state? What would be the court's decision if these facts were slightly modified so that the claimant is domiciled in Iowa? Does this claimant have a potential Iowa compensation case?

Assume a hypothetical situation wherein the employer has one plant located outside Iowa and one plant located inside Iowa. The out of state plant manufactures a product which is shipped to the plant in this state where additional work is performed on the product. Assume the potential claimant is employed and injured at the out of state plant and there is no contract of hire or domicile in Iowa. Are this employee's services attributa-

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App. 1980); Stapleton v. Travelers Ins. Co., 359 So. 2d 1051 (La. Ct. App.), *cert. denied*, 360 So. 2d 1176 (La. 1978); Follese v. Eastern Airlines, 271 N.W.2d 824 (Minn. 1978); Beeny v. Teleconsult, Inc., 160 N.J. Super. 22, 388 A.2d 1269 (1978); Argonaut Ins. Co. v. Vanatta, 539 S.W.2d 35 (Tenn. 1976).

47. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 533.
48. *Id.*
49. *Id.*
50. *Id.*
51. *Id.*
52. *Id.*

ble to the employer's business in this state? Does this claimant have a potential Iowa case? What if he were domiciled in Iowa under this hypothetical situation? How does this affect his status?

Professor Larson notes in his treatise that:

> Of the three original theories on extraterritoriality—tort, contract, and employment relation—the last is the most relevant to compensation theory and the least artificial. In this view, the existence of the employer-employee relation within the state gives the state an interest in controlling the incidents of that relation, one of which incidents is the right to receive and the obligation to pay compensation.[53]

What factual items might be considered when determining whether employment is principally localized in a particular state? In *Stapleton v. Travelers Insurance Co.*,[54] a case which was resolved by the Court of Appeals of Louisiana on the questions of whether the contract of hire was made in Louisiana, and whether there was principal localization of employment.[55] The court examined and considered several points in reaching the conclusion that the claimant's employment was principally localized in Louisiana.[56]

Claimant was a Louisiana resident at the time of the injury. He retained his home and telephone, voted, and was covered by the homestead tax exemption in Louisiana. In the course of his employment, he moved from job site to job site in different states including Louisiana.

The employer was a Florida corporation but had moved its entire operation to Louisiana. It bid on jobs and secured them in several states including Louisiana. Payroll checks were issued from Louisiana and construction reports were sent there.[57]

The court stated that the phrase "employment is principally localized in this state is quite broad."[58] "Under the rule that the Workmen's Compensation Act is to be liberally construed to provide benefits for injured employees, that phrase is sufficiently broad to cover plaintiff's situation . . . . The totality of the circumstances causes us to conclude that the plaintiff's employment is principally localized in Louisiana."[59]

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53. 4A LARSON, THE LAW OF WORKMEN'S COMPENSATION § 87.41.
54. 359 So. 2d 1051 (La. Ct. App.), *cert. denied*, 360 So. 2d 1176 (La. 1978).
55. *Id.* at 1054-55.
56. *Id. See also* LA. REV. STAT. ANN. § 1035.1(1) (West 1982). This section states that:
> (1) If an employee, while working outside the territorial limits of this state, suffers an injury on account of which he, or in the event of his death, his dependents, would have been entitled to the benefits provided by this Chapter had such injury occurred within the state, such employee, or in the event of his death resulting from such injury, his dependents, shall be entitled to the benefits provided by this Chapter, provided that at the time of such injury (a) his employment is principally localized in this state, or (b) he is working under a contract of hire made in this state.

57. 359 So. 2d at 1054.
58. *Id.*
59. *Id.*

The critical factor in making the determination of the plaintiff's base of operations was the "center from which he works."[60] In making this determination the court rejected the idea that the quantity of time spent working in a certain locale was the controlling factor in this decision.[61] Instead, the court relied upon the following facts to find Stapleton's employment to be principally localized in Louisiana: his salary was paid from Lafayette, Louisiana; the vehicles he used in his job were licensed and registered in Louisiana; he was paid travelling expenses from his home in Louisiana to his job site and these expenses were paid by the Louisiana office; and all of his job assignments were issued from the Louisiana office.[62]

The dissent, in *Stapleton,* argued that the court erred in finding that the plaintiff's employment was principally localized in Louisiana.[63] Instead, the dissent wished to base its determination on the length of time spent in a particular locality. Since the plaintiff only worked in Louisiana for three months, while working in Texas and Mississippi for nine and one-half months, the dissent argued that the requirements of "Extraterritorial Coverage [were] not met."[64]

In another Louisiana case, *Milligan v. Glenburney Nursing Home & Travelers Insurance Co.,*[65] the Louisiana Court of Appeals was confronted with a factual situation similar to that in *Miller.* In *Milligan,* the employee resided in Concordia Parish, Louisiana. The employer's nursing home facility was located directly across the Mississippi River in Natchez, Mississippi. A friend of the claimant's, who was employed by the defendant, gave her an employment application form which was completed in Louisiana. Claimant subsequently interviewed for the position in Mississippi, and was later advised by phone in Louisiana when she was to begin work.[66]

Although *Milligan* was resolved on the basis of the contract of hire in Mississippi, the court specifically distinguished its facts from those in *Stapleton.*[67] The court noted that although the appellant relied upon *Stapleton v. Travelers Insurance Co.,*[68] the circumstances in that case do not appear in this case.[69]

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60. *Id.* at 1054-55.
61. *Id.* at 1054.
62. *Id.* at 1054-55.
63. *Id.* at 1057.
64. *Id.*
65. 408 So. 2d 40 (La. 1981).
66. *Id.* at 41.
67. *Id.* at 42.
68. 359 So. 2d 1051 (La. Ct. App. 1978).
69. Milligan v. Glenburney Nursing, 408 So. 2d at 42.

Conclusion

Clearly under *Iowa Beef Processors, Inc.* v. *Miller*,[70] a claimant's Iowa domicile alone is not a sufficient basis for application of the Act. Under section 85.71(1) as construed by the Iowa Supreme Court, if the claimant's employment is principally localized in Iowa, the Iowa Act probably will apply. According to the Model Act, employment is principally localized in a state when (a) the claimant regularly works in the state, *or* (b) the claimant is domiciled in the state *and* spends a substantial portion of his working time serving the employer in the state.[71] Unanswered is the question of whether the regular work or substantial time in service performed by the employee under either (a) or (b) must actually be performed within the geographic confines of this state. May such work or services be performed in any geographic location so long as they are "attributable to the employer's business in [Iowa]?"[72]

Also unanswered is how substantial must the "meaningful connection" or "meaningful link" between the employment relationship and claimant's Iowa domicile be before a claimant becomes a potential candidate for Iowa Workers' Compensation benefits under section 85.71(1). The court found in *Miller*, that Miller's response "to an employment advertisement in an Iowa newspaper does not materially relate to her employment and is therefore insufficient to supply the necessary connection."[73] In *Ray v. Aetna Casualty & Surety Co.*,[74] a case relied on by the Iowa Supreme Court in *Miller*, the claimant's notification through his union of an out of state job opening did not complete the link, nor did the employer's purchase of workers' compensation insurance coverage in compliance with state law.[75] In *Milligan v. Glenburney Nursing Home & Travelers Insurance Co.*,[76] the completion of a job application did not qualify.

Other issues remain unresolved. How is the location of the employment relationship determined? Perhaps the Model Act nexis might be phrased in terms of a domicile plus test. That is, domicile plus substantial time serving the employer in Iowa. If the link becomes contractual in nature, section 85.71(2)(3) or (4) may apply.

Future judicial determination of the legislative intent underlying section 85.71(1) will hinge on the Model Act and will, according to the Iowa Supreme Court, be resolved consistent with the court's interpretation

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70. 312 N.W.2d 530 (Iowa 1981).
71. *Id.* at 533.
72. *Id.*
73. *Id.* at 534.
74. 517 S.W.2d 194 (Tenn. 1974).
75. *See also* Pfister v. Director, 675 F.2d 1314 (D.C. Cir. 1982) (although the employer sold its airline tickets at its operation in the District of Columbia, this was not enough to establish a sufficient connection with the District to confer jurisdiction).
76. 408 So. 2d 40 (La. 1981).

thereof.[77] Consequently, the Model Act must be the starting point in any future analysis of the jurisdictional issues concerning the interpretation of section 85.71(1).

77. Iowa Beef Processors, Inc. v. Miller, 312 N.W.2d at 534.