

PREVAILED	Roll Call No. _____
FAILED	Ayes _____
WITHDRAWN	Noes _____
RULED OUT OF ORDER	

HOUSE MOTION _____

MR. SPEAKER:

I move that Engrossed Senate Bill 52 be amended to read as follows:

- 1 Delete everything after the enacting clause and insert the following:
- 2 SECTION 1. IC 22-3-3-4 IS AMENDED TO READ AS FOLLOWS
- 3 [EFFECTIVE JULY 1, 2000]: Sec. 4. (a) After an injury and prior to
- 4 an adjudication of permanent impairment, the employer shall furnish
- 5 or cause to be furnished, free of charge to the employee, an attending
- 6 physician for the treatment of his injuries, and in addition thereto such
- 7 surgical, hospital and nursing services and supplies as the attending
- 8 physician or the worker's compensation board may deem necessary. If
- 9 the employee is requested or required by the employer to submit to
- 10 treatment outside the county of employment, the employer shall also
- 11 pay the reasonable expense of travel, food, and lodging necessary
- 12 during the travel, but not to exceed the amount paid at the time of the
- 13 travel by the state to its employees under the state travel policies and
- 14 procedures established by the department of administration and
- 15 approved by the state budget agency. **If the treatment or travel to or**
- 16 **from the place of treatment causes a loss of working time to the**
- 17 **employee, the employer shall reimburse the employee for the loss**
- 18 **of wages using the basis of the employee's average daily wage.**
- 19 (b) During the period of temporary total disability resulting from the
- 20 injury, the employer shall furnish the physician services, and supplies,
- 21 and the worker's compensation board may, on proper application of
- 22 either party, require that treatment by the physician and services and
- 23 supplies be furnished by or on behalf of the employer as the worker's

1 compensation board may deem reasonably necessary.

2 (c) **No representative of the employer or insurance carrier,**
3 **including case managers or rehabilitation nurses, may be present**
4 **at any treatment of an injured employee without the express**
5 **written consent of the employee and the treating medical**
6 **personnel. At the time of any medical treatment that a**
7 **representative of the employer wishes to attend, the representative**
8 **of the employer shall inform the injured employee and treating**
9 **medical personnel that their written consent is required before the**
10 **attendance of the employer's representative. The employee's**
11 **compensation and benefits may not be jeopardized in any way due**
12 **to the employee's failure or refusal to complete a written waiver**
13 **allowing the attendance of the employer's representative. The**
14 **employer's representative may not in any way cause the employee**
15 **to believe that the employee's compensation and benefits will be**
16 **terminated if the employee fails or refuses to complete a written**
17 **waiver allowing the attendance of the employer's representative.**
18 **The written waivers shall be executed on forms prescribed by the**
19 **board.**

20 (d) After an employee's injury has been adjudicated by agreement
21 or award on the basis of permanent partial impairment and within the
22 statutory period for review in such case as provided in section 27 of
23 this chapter, the employer may continue to furnish a physician or
24 surgeon and other medical services and supplies, and the worker's
25 compensation board may within the statutory period for review as
26 provided in section 27 of this chapter, on a proper application of either
27 party, require that treatment by that physician and other medical
28 services and supplies be furnished by and on behalf of the employer as
29 the worker's compensation board may deem necessary to limit or
30 reduce the amount and extent of the employee's impairment. The
31 refusal of the employee to accept such services and supplies, when
32 provided by or on behalf of the employer, shall bar the employee from
33 all compensation otherwise payable during the period of the refusal,
34 and his right to prosecute any proceeding under IC 22-3-2 through
35 IC 22-3-6 shall be suspended and abated until the employee's refusal
36 ceases. The employee must be served with a notice setting forth the
37 consequences of the refusal under this section. The notice must be in
38 a form prescribed by the worker's compensation board. No
39 compensation for permanent total impairment, permanent partial
40 impairment, permanent disfigurement, or death shall be paid or payable
41 for that part or portion of the impairment, disfigurement, or death
42 which is the result of the failure of the employee to accept the
43 treatment, services, and supplies required under this section. However,
44 an employer may at any time permit an employee to have treatment for
45 his injuries by spiritual means or prayer in lieu of the physician or
46 surgeon and other medical services and supplies required under this
47 section.

1 ~~(d)~~ (e) If, because of an emergency, or because of the employer's
 2 failure to provide an attending physician or surgical, hospital, or
 3 nursing services and supplies, or treatment by spiritual means or
 4 prayer, as required by this section, or because of any other good reason,
 5 a physician other than that provided by the employer treats the injured
 6 employee during the period of the employee's temporary total
 7 disability, or necessary and proper surgical, hospital, or nursing
 8 services and supplies are procured within the period, the reasonable
 9 cost of those services and supplies shall, subject to the approval of the
 10 worker's compensation board, be paid by the employer.

11 ~~(e)~~ (f) Regardless of when it occurs, where a compensable injury
 12 results in the amputation of a body part, the enucleation of an eye, or
 13 the loss of natural teeth, the employer shall furnish an appropriate
 14 artificial member, braces, and prosthodontics. The cost of repairs to or
 15 replacements for the artificial members, braces, or prosthodontics that
 16 result from a compensable injury pursuant to a prior award and are
 17 required due to either medical necessity or normal wear and tear,
 18 determined according to the employee's individual use, but not abuse,
 19 of the artificial member, braces, or prosthodontics, shall be paid from
 20 the second injury fund upon order or award of the worker's
 21 compensation board. The employee is not required to meet any other
 22 requirement for admission to the second injury fund.

23 ~~(f)~~ (g) If an accident arising out of and in the course of employment
 24 after June 30, 1997, results in the loss of or damage to an artificial
 25 member, a brace, an implant, eyeglasses, prosthodontics, or other
 26 medically prescribed device, the employer shall repair the artificial
 27 member, brace, implant, eyeglasses, prosthodontics, or other medically
 28 prescribed device or furnish an identical or a reasonably equivalent
 29 replacement.

30 ~~(g)~~ (h) This section may not be construed to prohibit an agreement
 31 between an employer and the employer's employees that has the
 32 approval of the board and that binds the parties to:

- 33 (1) medical care furnished by health care providers selected by
 34 agreement before or after injury; or
 35 (2) the findings of a health care provider who was chosen by
 36 agreement.

37 **(i) After medical treatment has commenced, neither the**
 38 **employer nor the insurance carrier is entitled to transfer or**
 39 **otherwise redirect treatment to other treating medical personnel,**
 40 **except in an emergency situation, unless the employee requests the**
 41 **transfer or redirected treatment, the treating medical personnel**
 42 **requests discontinuance of providing treatment, or there is other**
 43 **good cause. If the employer or insurance carrier wishes to transfer**
 44 **treatment for good cause, a transfer may not be permitted unless**
 45 **and until the board issues an order granting the request. The**
 46 **request shall be made on forms prescribed by the board.**

1 SECTION 2. IC 22-3-3-6 IS AMENDED TO READ AS FOLLOWS
 2 [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury and during the
 3 period of claimed resulting disability or impairment, the employee, if
 4 ~~so~~ requested by the employee's employer or ordered by the industrial
 5 board, shall submit to an examination at reasonable times and places
 6 by a duly qualified physician or surgeon designated and paid by the
 7 employer or by order of the worker's compensation board. The
 8 employee shall have the right to have present at any such examination
 9 any duly qualified physician or surgeon provided and paid for by the
 10 employee. No fact communicated to, or otherwise learned by, any
 11 physician or surgeon who may have attended or examined the
 12 employee, or who may have been present at any examination, shall be
 13 privileged, either in the hearings provided for in IC 22-3-2 through
 14 IC 22-3-6, or in any action at law brought to recover damages against
 15 any employer who is subject to the compensation provisions of
 16 IC 22-3-2 through IC 22-3-6. **Upon reasonable notice and upon the**
 17 **employee's presentation of a written consent for release of the**
 18 **employee's health records as provided in IC 16-39-1-4, the**
 19 **physician or surgeon shall supply to the employee, the employee's**
 20 **attorney, or another authorized representative, the health records**
 21 **(including x-rays) possessed by the physician or surgeon**
 22 **concerning the employee.** If the employee refuses to submit to or in
 23 any way obstructs such examinations, the employee's right to
 24 compensation and his right to take or prosecute any proceedings under
 25 IC 22-3-2 through IC 22-3-6 shall be suspended until such refusal or
 26 obstruction ceases. No compensation shall at any time be payable for
 27 the period of suspension unless in the opinion of the worker's
 28 compensation board the circumstances justified the refusal or
 29 obstruction. The employee must be served with a notice setting forth
 30 the consequences of the refusal under this subsection. The notice must
 31 be in a form prescribed by the board.

32 (b) Any employer requesting an examination of any employee
 33 residing within Indiana shall pay, in advance of the time fixed for the
 34 examination, sufficient money to defray the necessary expenses of
 35 travel by the most convenient means to and from the place of
 36 examination, and the cost of meals and lodging necessary during the
 37 travel. If the method of travel is by automobile, the mileage rate to be
 38 paid by the employer shall be the rate currently being paid by the state
 39 to its employees under the state travel policies and procedures
 40 established by the department of administration and approved by the
 41 budget agency. If such examination or travel to or from the place of
 42 examination causes any loss of working time on the part of the
 43 employee, the employer shall reimburse the employee for such loss of
 44 wages upon the basis of the employee's average daily wage. When any
 45 employee injured in Indiana moves outside Indiana, the travel expense
 46 and the cost of meals and lodging necessary during the travel payable

1 under this section shall be paid from the point in Indiana nearest to the
2 employee's then residence to the place of examination. No travel and
3 other expense shall be paid for any travel and other expense required
4 outside Indiana.

5 (c) A duly qualified physician or surgeon provided and paid for by
6 the employee may be present at an examination if the employee so
7 desires. In all cases where the examination is made by a physician or
8 surgeon engaged by the employer and the injured employee has no
9 physician or surgeon present at such examination, it shall be the duty
10 of the physician or surgeon making the examination to deliver to the
11 injured employee, or the employee's representative, a statement in
12 writing of the conditions evidenced by such examination. The
13 statement shall disclose all facts that are reported by such physician or
14 surgeon to the employer. Such statement shall be furnished to the
15 employee or the employee's representative, as soon as practicable, but
16 not later than thirty (30) days before the time the case is set for hearing.
17 The statement may be submitted by either party as evidence by that
18 physician or surgeon at a hearing before the worker's compensation
19 board if the statement meets the requirements of subsection ~~(e)~~ (f). If
20 such physician or surgeon fails or refuses to furnish the employee or
21 the employee's representative with such statement thirty (30) days
22 before the hearing, then the statement may not be submitted as
23 evidence, and such physician or surgeon shall not be permitted to
24 testify before the worker's compensation board as to any facts learned
25 in such examination. All of the requirements of this subsection apply
26 to all subsequent examinations requested by the employer.

27 (d) **No representative of the employer or insurance carrier,**
28 **including case managers or rehabilitation nurses, may be present**
29 **at any examination of an injured employee without the express**
30 **written consent of the employee and the treating medical**
31 **personnel. At the time of any medical examination that a**
32 **representative of the employer wishes to attend, the representative**
33 **of the employer shall inform the injured employee and treating**
34 **medical personnel that their written consent is required before the**
35 **attendance of the employer's representative. The employee's**
36 **compensation and benefits may not be jeopardized in any way due**
37 **to the employee's failure or refusal to complete a written waiver**
38 **allowing the attendance of the employer's representative. The**
39 **employer's representative may not in any way cause the employee**
40 **to believe that the employee's compensation and benefits will be**
41 **terminated if the employee fails or refuses to complete a written**
42 **waiver allowing the attendance of the employer's representative.**
43 **The written waivers shall be executed on forms prescribed by the**
44 **board.**

45 (e) In all cases where an examination of an employee is made by a
46 physician or surgeon engaged by the employee, and the employer has

1 no physician or surgeon present at such examination, it shall be the
 2 duty of the physician or surgeon making the examination to deliver to
 3 the employer or the employer's representative a statement in writing of
 4 the conditions evidenced by such examination. The statement shall
 5 disclose all facts that are reported by such physician or surgeon to the
 6 employee. Such statement shall be furnished to the employer or the
 7 employer's representative as soon as practicable, but not later than
 8 thirty (30) days before the time the case is set for hearing. The
 9 statement may be submitted by either party as evidence by that
 10 physician or surgeon at a hearing before the worker's compensation
 11 board if the statement meets the requirements of subsection ~~(e)~~ (f). If
 12 such physician or surgeon fails or refuses to furnish the employer, or
 13 the employer's representative, with such statement thirty (30) days
 14 before the hearing, then the statement may not be submitted as
 15 evidence, and such physician or surgeon shall not be permitted to
 16 testify before the industrial board as to any facts learned in such
 17 examination. All of the requirements of this subsection apply to all
 18 subsequent examinations made by a physician or surgeon engaged by
 19 the employee.

20 ~~(e)~~ (f) All statements of physicians or surgeons required by this
 21 section, whether those engaged by employee or employer, shall contain
 22 the following information:

23 (1) The history of the injury, or claimed injury, as given by the
 24 patient.

25 (2) The diagnosis of the physician or surgeon concerning the
 26 patient's physical or mental condition.

27 (3) The opinion of the physician or surgeon concerning the causal
 28 relationship, if any, between the injury and the patient's physical
 29 or mental condition, including the physician's or surgeon's reasons
 30 for the opinion.

31 (4) The opinion of the physician or surgeon concerning whether
 32 the injury or claimed injury resulted in a disability or impairment
 33 and, if so, the opinion of the physician or surgeon concerning the
 34 extent of the disability or impairment and the reasons for the
 35 opinion.

36 (5) The original signature of the physician or surgeon.

37 Notwithstanding any hearsay objection, the worker's compensation
 38 board shall admit into evidence a statement that meets the requirements
 39 of this subsection unless the statement is ruled inadmissible on other
 40 grounds.

41 ~~(f)~~ (g) Delivery of any statement required by this section may be
 42 made to the attorney or agent of the employer or employee and such
 43 action shall be construed as delivery to the employer or employee.

44 ~~(g)~~ (h) Any party may object to a statement on the basis that the
 45 statement does not meet the requirements of subsection ~~(e)~~ (f). The
 46 objecting party must give written notice to the party providing the

1 statement and specify the basis for the objection. Notice of the
 2 objection must be given no later than twenty (20) days before the
 3 hearing. Failure to object as provided in this subsection precludes any
 4 further objection as to the adequacy of the statement under subsection
 5 ~~(e)~~ (f).

6 ~~(h)~~ (i) The employer upon proper application, or the worker's
 7 compensation board, shall have the right in any case of death to require
 8 an autopsy at the expense of the party requesting the same. If, after a
 9 hearing, the worker's compensation board orders an autopsy and such
 10 autopsy is refused by the surviving spouse or next of kin, then any
 11 claim for compensation on account of such death shall be suspended
 12 and abated during such refusal. The surviving spouse or dependent
 13 must be served with a notice setting forth the consequences of the
 14 refusal under this subsection. The notice must be in a form prescribed
 15 by the worker's compensation board. No autopsy, except one performed
 16 by or on the authority or order of the coroner in the discharge of the
 17 coroner's duties, shall be held in any case by any person, without notice
 18 first being given to the surviving spouse or next of kin, if they reside in
 19 Indiana or their whereabouts can reasonably be ascertained, of the time
 20 and place thereof, and reasonable time and opportunity given such
 21 surviving spouse or next of kin to have a representative or
 22 representatives present to witness same. However, if such notice is not
 23 given, all evidence obtained by such autopsy shall be suppressed on
 24 motion duly made to the worker's compensation board.

25 SECTION 3. IC 22-3-3-7 IS AMENDED TO READ AS FOLLOWS
 26 [EFFECTIVE JULY 1, 2000]: Sec. 7. (a) Compensation shall be
 27 allowed on account of injuries producing only temporary total disability
 28 to work or temporary partial disability to work beginning with the
 29 eighth (8th) day of such disability except for medical benefits provided
 30 in section 4 of the chapter. Compensation shall be allowed for the first
 31 seven (7) calendar days only if the disability continues for longer than
 32 twenty-one (21) days.

33 (b) The first weekly installment of compensation for temporary
 34 disability is due fourteen (14) days after the disability begins. Not later
 35 than fifteen (15) days from the date that the first installment of
 36 compensation is due, the employer or the employer's insurance carrier
 37 shall tender to the employee or to the employee's dependents, with all
 38 compensation due, a properly prepared compensation agreement in a
 39 form prescribed by the board. Whenever an employer or the employer's
 40 insurance carrier denies or is not able to determine liability to pay
 41 compensation or benefits, the employer or the employer's insurance
 42 carrier shall notify the worker's compensation board and the employee
 43 in writing on a form prescribed by the worker's compensation board not
 44 later than thirty (30) days after the employer's knowledge of the
 45 claimed injury. If a determination of liability cannot be made within
 46 thirty (30) days, the worker's compensation board may approve an

1 additional thirty (30) days upon a written request of the employer or the
 2 employer's insurance carrier that sets forth the reasons that the
 3 determination could not be made within thirty (30) days and states the
 4 facts or circumstances that are necessary to determine liability within
 5 the additional thirty (30) days. More than thirty (30) days of additional
 6 time may be approved by the worker's compensation board upon the
 7 filing of a petition by the employer or the employer's insurance carrier
 8 that sets forth:

- 9 (1) the extraordinary circumstances that have precluded a
 10 determination of liability within the initial sixty (60) days;
- 11 (2) the status of the investigation on the date the petition is filed;
- 12 (3) the facts or circumstances that are necessary to make a
 13 determination; and
- 14 (4) a timetable for the completion of the remaining investigation.

15 **If a determination of liability is not made within thirty (30) days**
 16 **after the employer's knowledge of the claimed injury and the**
 17 **employer is subsequently determined to be liable to pay**
 18 **compensation, the first installment of compensation must include**
 19 **the accrued weekly compensation and interest at the legal rate of**
 20 **interest specified in IC 24-4.6-1-101 computed from the date**
 21 **fourteen (14) days after the disability begins.** An employer who fails
 22 to comply with this section is subject to a civil penalty of fifty dollars
 23 (\$50), to be assessed and collected by the board upon notice and
 24 hearing. Civil penalties collected under this section shall be deposited
 25 in the state general fund.

26 (c) Once begun, temporary total disability benefits may not be
 27 terminated by the employer unless:

- 28 (1) the employee has returned to any employment;
- 29 (2) the employee has died;
- 30 (3) the employee has refused to undergo a medical examination
 31 under section 6 of this chapter or has refused to accept suitable
 32 employment under section 11 of this chapter;
- 33 (4) the employee has received five hundred (500) weeks of
 34 temporary total disability benefits or has been paid the maximum
 35 compensation allowed under section 22 of this chapter; ~~or~~
- 36 (5) the employee is unable or unavailable to work for reasons
 37 unrelated to the compensable injury; **or**
- 38 **(6) the employee returns to work with limitations or**
 39 **restrictions and the employer converts temporary total**
 40 **disability benefits into disabled from trade compensation**
 41 **under section 33 of this chapter.**

42 In all other cases the employer must notify the employee in writing of
 43 the employer's intent to terminate the payment of temporary total
 44 disability benefits and of the availability of employment, if any, on a
 45 form approved by the board. If the employee disagrees with the
 46 proposed termination, the employee must give written notice of

1 disagreement to the board and the employer within seven (7) days after
2 receipt of the notice of intent to terminate benefits. If the board and
3 employer do not receive a notice of disagreement under this section,
4 the employee's temporary total disability benefits shall be terminated.
5 Upon receipt of the notice of disagreement, the board shall immediately
6 contact the parties, which may be by telephone or other means, and
7 attempt to resolve the disagreement. If the board is unable to resolve
8 the disagreement within ten (10) days of receipt of the notice of
9 disagreement, the board shall immediately arrange for an evaluation of
10 the employee by an independent medical examiner. The independent
11 medical examiner shall be selected by mutual agreement of the parties
12 or, if the parties are unable to agree, appointed by the board under
13 IC 22-3-4-11. If the independent medical examiner determines that the
14 employee is no longer temporarily disabled or is still temporarily
15 disabled but can return to employment that the employer has made
16 available to the employee, or if the employee fails or refuses to appear
17 for examination by the independent medical examiner, temporary total
18 disability benefits may be terminated. If either party disagrees with the
19 opinion of the independent medical examiner, the party shall apply to
20 the board for a hearing under IC 22-3-4-5.

21 (d) An employer is not required to continue the payment of
22 temporary total disability benefits for more than fourteen (14) days
23 after the employer's proposed termination date unless the independent
24 medical examiner determines that the employee is temporarily disabled
25 and unable to return to any employment that the employer has made
26 available to the employee.

27 (e) If it is determined that as a result of this section temporary total
28 disability benefits were overpaid, the overpayment shall be deducted
29 from any benefits due the employee under section 10 of this chapter
30 and, if there are no benefits due the employee or the benefits due the
31 employee do not equal the amount of the overpayment, the employee
32 shall be responsible for paying any overpayment which cannot be
33 deducted from benefits due the employee.

34 SECTION 4. IC 22-3-3-10 IS AMENDED TO READ AS
35 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 10. (a) With respect to
36 injuries in the following schedule occurring prior to April 1, 1951, the
37 employee shall receive in addition to temporary total disability benefits
38 not exceeding twenty-six (26) weeks on account of the injuries, a
39 weekly compensation of fifty-five percent (55%) of the employee's
40 average weekly wages. With respect to injuries in the following
41 schedule occurring on and after April 1, 1951, and prior to July 1,
42 1971, the employee shall receive in addition to temporary total
43 disability benefits not exceeding twenty-six (26) weeks on account of
44 the injuries, a weekly compensation of sixty percent (60%) of the
45 employee's average weekly wages. With respect to injuries in the
46 following schedule occurring on and after July 1, 1971, and before July

1 1, 1977, the employee shall receive in addition to temporary total
 2 disability benefits not exceeding twenty-six (26) weeks on account of
 3 the injuries, a weekly compensation of sixty percent (60%) of the
 4 employee's average weekly wages not to exceed one hundred dollars
 5 (\$100) average weekly wages, for the periods stated for the injuries.
 6 With respect to injuries in the following schedule occurring on and
 7 after July 1, 1977, and before July 1, 1979, the employee shall receive,
 8 in addition to temporary total disability benefits not exceeding
 9 twenty-six (26) weeks on account of the injury, a weekly compensation
 10 of sixty percent (60%) of his average weekly wages, not to exceed one
 11 hundred twenty-five dollars (\$125) average weekly wages, for the
 12 period stated for the injury. With respect to injuries in the following
 13 schedule occurring on and after July 1, 1979, and before July 1, 1988,
 14 the employee shall receive, in addition to temporary total disability
 15 benefits not to exceed fifty-two (52) weeks on account of the injury, a
 16 weekly compensation of sixty percent (60%) of the employee's average
 17 weekly wages, not to exceed one hundred twenty-five dollars (\$125)
 18 average weekly wages, for the period stated for the injury. With respect
 19 to injuries in the following schedule occurring on and after July 1,
 20 1988, and before July 1, 1989, the employee shall receive, in addition
 21 to temporary total disability benefits not exceeding seventy-eight (78)
 22 weeks on account of the injury, a weekly compensation of sixty percent
 23 (60%) of the employee's average weekly wages, not to exceed one
 24 hundred sixty-six dollars (\$166) average weekly wages, for the period
 25 stated for the injury.

26 With respect to injuries in the following schedule occurring on and
 27 after July 1, 1989, and before July 1, 1990, the employee shall receive,
 28 in addition to temporary total disability benefits not exceeding
 29 seventy-eight (78) weeks on account of the injury, a weekly
 30 compensation of sixty percent (60%) of the employee's average weekly
 31 wages, not to exceed one hundred eighty-three dollars (\$183) average
 32 weekly wages, for the period stated for the injury.

33 With respect to injuries in the following schedule occurring on and
 34 after July 1, 1990, and before July 1, 1991, the employee shall receive,
 35 in addition to temporary total disability benefits not exceeding
 36 seventy-eight (78) weeks on account of the injury, a weekly
 37 compensation of sixty percent (60%) of the employee's average weekly
 38 wages, not to exceed two hundred dollars (\$200) average weekly
 39 wages, for the period stated for the injury.

- 40 (1) Amputation: For the loss by separation of the thumb, sixty
 41 (60) weeks, of the index finger forty (40) weeks, of the second
 42 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
 43 weeks, of the fourth or little finger twenty (20) weeks, of the hand
 44 by separation below the elbow joint two hundred (200) weeks, or
 45 the arm above the elbow two hundred fifty (250) weeks, of the big
 46 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the

1 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
 2 of the fifth or little toe ten (10) weeks, and for loss occurring
 3 before April 1, 1959, by separation of the foot below the knee
 4 joint one hundred fifty (150) weeks and of the leg above the knee
 5 joint two hundred (200) weeks; for loss occurring on and after
 6 April 1, 1959, by separation of the foot below the knee joint, one
 7 hundred seventy-five (175) weeks and of the leg above the knee
 8 joint two hundred twenty-five (225) weeks. The loss of more than
 9 one (1) phalange of a thumb or toes shall be considered as the loss
 10 of the entire thumb or toe. The loss of more than two (2)
 11 phalanges of a finger shall be considered as the loss of the entire
 12 finger. The loss of not more than one (1) phalange of a thumb or
 13 toe shall be considered as the loss of one-half (1/2) of the thumb
 14 or toe and compensation shall be paid for one-half (1/2) of the
 15 period for the loss of the entire thumb or toe. The loss of not more
 16 than one (1) phalange of a finger shall be considered as the loss
 17 of one-third (1/3) of the finger and compensation shall be paid for
 18 one-third (1/3) the period for the loss of the entire finger. The loss
 19 of more than one (1) phalange of the finger but not more than two
 20 (2) phalanges of the finger, shall be considered as the loss of
 21 one-half (1/2) of the finger and compensation shall be paid for
 22 one-half (1/2) of the period for the loss of the entire finger.
 23 (2) For the loss by separation of both hands or both feet or the
 24 total sight of both eyes, or any two (2) such losses in the same
 25 accident, five hundred (500) weeks.
 26 (3) For the permanent and complete loss of vision by enucleation
 27 or its reduction to one-tenth (1/10) of normal vision with glasses,
 28 one hundred seventy-five (175) weeks.
 29 (4) For the permanent and complete loss of hearing in one (1) ear,
 30 seventy-five (75) weeks, and in both ears, two hundred (200)
 31 weeks.
 32 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of
 33 both testicles, one hundred fifty (150) weeks.
 34 (b) With respect to injuries in the following schedule occurring prior
 35 to April 1, 1951, the employee shall receive in lieu of all other
 36 compensation on account of the injuries, a weekly compensation of
 37 fifty-five percent (55%) of the employee's average weekly wages. With
 38 respect to injuries in the following schedule occurring on and after
 39 April 1, 1951, and prior to April 1, 1955, the employee shall receive in
 40 lieu of all other compensation on account of the injuries a weekly
 41 compensation of sixty percent (60%) of the employee's average weekly
 42 wages. With respect to injuries in the following schedule occurring on
 43 and after April 1, 1955, and prior to July 1, 1971, the employee shall
 44 receive in addition to temporary total disability benefits not exceeding
 45 twenty-six (26) weeks on account of the injuries, a weekly
 46 compensation of sixty percent (60%) of the employee's average weekly

1 wages. With respect to injuries in the following schedule occurring on
 2 and after July 1, 1971, and before July 1, 1977, the employee shall
 3 receive in addition to temporary total disability benefits not exceeding
 4 twenty-six (26) weeks on account of the injuries, a weekly
 5 compensation of sixty percent (60%) of the employee's average weekly
 6 wages, not to exceed one hundred dollars (\$100) average weekly
 7 wages, for the period stated for such injuries respectively. With respect
 8 to injuries in the following schedule occurring on and after July 1,
 9 1977, and before July 1, 1979, the employee shall receive, in addition
 10 to temporary total disability benefits not exceeding twenty-six (26)
 11 weeks on account of the injury, a weekly compensation of sixty percent
 12 (60%) of the employee's average weekly wages not to exceed one
 13 hundred twenty-five dollars (\$125) average weekly wages, for the
 14 period stated for the injury. With respect to injuries in the following
 15 schedule occurring on and after July 1, 1979, and before July 1, 1988,
 16 the employee shall receive, in addition to temporary total disability
 17 benefits not exceeding fifty-two (52) weeks on account of the injury, a
 18 weekly compensation of sixty percent (60%) of the employee's average
 19 weekly wages not to exceed one hundred twenty-five dollars (\$125)
 20 average weekly wages for the period stated for the injury. With respect
 21 to injuries in the following schedule occurring on and after July 1,
 22 1988, and before July 1, 1989, the employee shall receive, in addition
 23 to temporary total disability benefits not exceeding seventy-eight (78)
 24 weeks on account of the injury, a weekly compensation of sixty percent
 25 (60%) of the employee's average weekly wages, not to exceed one
 26 hundred sixty-six dollars (\$166) average weekly wages, for the period
 27 stated for the injury.

28 With respect to injuries in the following schedule occurring on and
 29 after July 1, 1989, and before July 1, 1990, the employee shall receive,
 30 in addition to temporary total disability benefits not exceeding
 31 seventy-eight (78) weeks on account of the injury, a weekly
 32 compensation of sixty percent (60%) of the employee's average weekly
 33 wages, not to exceed one hundred eighty-three dollars (\$183) average
 34 weekly wages, for the period stated for the injury.

35 With respect to injuries in the following schedule occurring on and
 36 after July 1, 1990, and before July 1, 1991, the employee shall receive,
 37 in addition to temporary total disability benefits not exceeding
 38 seventy-eight (78) weeks on account of the injury, a weekly
 39 compensation of sixty percent (60%) of the employee's average weekly
 40 wages, not to exceed two hundred dollars (\$200) average weekly
 41 wages, for the period stated for the injury.

42 (1) Loss of use: The total permanent loss of the use of an arm,
 43 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
 44 as the equivalent of the loss by separation of the arm, hand,
 45 thumb, finger, leg, foot, toe, or phalange, and compensation shall
 46 be paid for the same period as for the loss thereof by separation.

- 1 (2) Partial loss of use: For the permanent partial loss of the use of
- 2 an arm, hand, thumb, finger, leg, foot, toe, or phalange,
- 3 compensation shall be paid for the proportionate loss of the use of
- 4 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 5 (3) For injuries resulting in total permanent disability, five
- 6 hundred (500) weeks.
- 7 (4) For any permanent reduction of the sight of an eye less than a
- 8 total loss as specified in subsection (a)(3), compensation shall be
- 9 paid for a period proportionate to the degree of such permanent
- 10 reduction without correction or glasses. However, when such
- 11 permanent reduction without correction or glasses would result in
- 12 one hundred percent (100%) loss of vision, but correction or
- 13 glasses would result in restoration of vision, then in such event
- 14 compensation shall be paid for fifty percent (50%) of such total
- 15 loss of vision without glasses, plus an additional amount equal to
- 16 the proportionate amount of such reduction with glasses, not to
- 17 exceed an additional fifty percent (50%).
- 18 (5) For any permanent reduction of the hearing of one (1) or both
- 19 ears, less than the total loss as specified in subsection (a)(4),
- 20 compensation shall be paid for a period proportional to the degree
- 21 of such permanent reduction.
- 22 (6) In all other cases of permanent partial impairment,
- 23 compensation proportionate to the degree of such permanent
- 24 partial impairment, in the discretion of the worker's compensation
- 25 board, not exceeding five hundred (500) weeks.
- 26 (7) In all cases of permanent disfigurement which may impair the
- 27 future usefulness or opportunities of the employee, compensation,
- 28 in the discretion of the worker's compensation board, not
- 29 exceeding two hundred (200) weeks, except that no compensation
- 30 shall be payable under this subdivision where compensation is
- 31 payable elsewhere in this section.
- 32 (c) With respect to injuries in the following schedule occurring on
- 33 and after July 1, 1991, the employee shall receive in addition to
- 34 temporary total disability benefits, not exceeding one hundred
- 35 twenty-five (125) weeks on account of the injury, compensation in an
- 36 amount determined under the following schedule to be paid weekly at
- 37 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's
- 38 average weekly wages during the fifty-two (52) weeks immediately
- 39 preceding the week in which the injury occurred.
- 40 (1) Amputation: For the loss by separation of the thumb, twelve
- 41 (12) degrees of permanent impairment; of the index finger, eight
- 42 (8) degrees of permanent impairment; of the second finger, seven
- 43 (7) degrees of permanent impairment; of the third or ring finger,
- 44 six (6) degrees of permanent impairment; of the fourth or little
- 45 finger, four (4) degrees of permanent impairment; of the hand by
- 46 separation below the elbow joint, forty (40) degrees of permanent

1 impairment; of the arm above the elbow, fifty (50) degrees of
2 permanent impairment; of the big toe, twelve (12) degrees of
3 permanent impairment; of the second toe, six (6) degrees of
4 permanent impairment; of the third toe, four (4) degrees of
5 permanent impairment; of the fourth toe, three (3) degrees of
6 permanent impairment; of the fifth or little toe, two (2) degrees of
7 permanent impairment; by separation of the foot below the knee
8 joint, thirty-five (35) degrees of permanent impairment; and of the
9 leg above the knee joint, forty-five (45) degrees of permanent
10 impairment.

11 (2) Amputations: For the loss by separation of any of the body
12 parts described in subdivision (1) on or after July 1, 1997, and for
13 the loss by separation of any of the body parts described in
14 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
15 values per degree applying on the date of the injury as described
16 in subsection (d) shall be multiplied by two (2). However, the
17 doubling provision of this subdivision does not apply to a loss of
18 use that is not a loss by separation.

19 (3) The loss of more than one (1) phalange of a thumb or toe shall
20 be considered as the loss of the entire thumb or toe. The loss of
21 more than two (2) phalanges of a finger shall be considered as the
22 loss of the entire finger. The loss of not more than one (1)
23 phalange of a thumb or toe shall be considered as the loss of
24 one-half (1/2) of the degrees of permanent impairment for the loss
25 of the entire thumb or toe. The loss of not more than one (1)
26 phalange of a finger shall be considered as the loss of one-third
27 (1/3) of the finger and compensation shall be paid for one-third
28 (1/3) of the degrees payable for the loss of the entire finger. The
29 loss of more than one (1) phalange of the finger but not more than
30 two (2) phalanges of the finger shall be considered as the loss of
31 one-half (1/2) of the finger and compensation shall be paid for
32 one-half (1/2) of the degrees payable for the loss of the entire
33 finger.

34 (4) For the loss by separation of both hands or both feet or the
35 total sight of both eyes or any two (2) such losses in the same
36 accident, one hundred (100) degrees of permanent impairment.

37 (5) For the permanent and complete loss of vision by enucleation,
38 thirty-five (35) degrees of permanent impairment.

39 (6) For the reduction of vision to one-tenth (1/10) of normal
40 vision with glasses, thirty-five (35) degrees of permanent
41 impairment.

42 (7) For the permanent and complete loss of hearing in one (1) ear,
43 fifteen (15) degrees of permanent impairment, and in both ears,
44 forty (40) degrees of permanent impairment.

45 (8) For the loss of one (1) testicle, ten (10) degrees of permanent
46 impairment; for the loss of both testicles, thirty (30) degrees of

- 1 permanent impairment.
- 2 (9) Loss of use: The total permanent loss of the use of an arm, a
3 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
4 considered as the equivalent of the loss by separation of the arm,
5 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
6 shall be paid in the same amount as for the loss by separation.
7 However, the doubling provision of subdivision (2) does not
8 apply to a loss of use that is not a loss by separation.
- 9 (10) Partial loss of use: For the permanent partial loss of the use
10 of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
11 phalange, compensation shall be paid for the proportionate loss of
12 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 13 (11) For injuries resulting in total permanent disability, the
14 amount payable for impairment or five hundred (500) weeks of
15 compensation, whichever is greater.
- 16 (12) For any permanent reduction of the sight of an eye less than
17 a total loss as specified in subsection (a)(3), the compensation
18 shall be paid in an amount proportionate to the degree of a
19 permanent reduction without correction or glasses. However,
20 when a permanent reduction without correction or glasses would
21 result in one hundred percent (100%) loss of vision, then
22 compensation shall be paid for fifty percent (50%) of the total loss
23 of vision without glasses, plus an additional amount equal to the
24 proportionate amount of the reduction with glasses, not to exceed
25 an additional fifty percent (50%).
- 26 (13) For any permanent reduction of the hearing of one (1) or both
27 ears, less than the total loss as specified in subsection (a)(4),
28 compensation shall be paid in an amount proportionate to the
29 degree of a permanent reduction.
- 30 (14) In all other cases of permanent partial impairment,
31 compensation proportionate to the degree of a permanent partial
32 impairment, in the discretion of the worker's compensation board,
33 not exceeding one hundred (100) degrees of permanent
34 impairment.
- 35 (15) In all cases of permanent disfigurement which may impair
36 the future usefulness or opportunities of the employee,
37 compensation, in the discretion of the worker's compensation
38 board, not exceeding forty (40) degrees of permanent impairment
39 except that no compensation shall be payable under this
40 subdivision where compensation is payable elsewhere in this
41 section.
- 42 (d) Compensation for permanent partial impairment shall be paid
43 according to the degree of permanent impairment for the injury
44 determined under subsection (c) and the following:
- 45 (1) With respect to injuries occurring on and after July 1, 1991,
46 and before July 1, 1992, for each degree of permanent impairment

- 1 from one (1) to thirty-five (35), five hundred dollars (\$500) per
2 degree; for each degree of permanent impairment from thirty-six
3 (36) to fifty (50), nine hundred dollars (\$900) per degree; for each
4 degree of permanent impairment above fifty (50), one thousand
5 five hundred dollars (\$1,500) per degree.
- 6 (2) With respect to injuries occurring on and after July 1, 1992,
7 and before July 1, 1993, for each degree of permanent impairment
8 from one (1) to twenty (20), five hundred dollars (\$500) per
9 degree; for each degree of permanent impairment from
10 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
11 per degree; for each degree of permanent impairment from
12 thirty-six (36) to fifty (50), one thousand three hundred dollars
13 (\$1,300) per degree; for each degree of permanent impairment
14 above fifty (50), one thousand seven hundred dollars (\$1,700) per
15 degree.
- 16 (3) With respect to injuries occurring on and after July 1, 1993,
17 and before July 1, 1997, for each degree of permanent impairment
18 from one (1) to ten (10), five hundred dollars (\$500) per degree;
19 for each degree of permanent impairment from eleven (11) to
20 twenty (20), seven hundred dollars (\$700) per degree; for each
21 degree of permanent impairment from twenty-one (21) to
22 thirty-five (35), one thousand dollars (\$1,000) per degree; for
23 each degree of permanent impairment from thirty-six (36) to fifty
24 (50), one thousand four hundred dollars (\$1,400) per degree; for
25 each degree of permanent impairment above fifty (50), one
26 thousand seven hundred dollars (\$1,700) per degree.
- 27 (4) With respect to injuries occurring on and after July 1, 1997,
28 and before July 1, 1998, for each degree of permanent impairment
29 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
30 degree; for each degree of permanent impairment from eleven
31 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
32 for each degree of permanent impairment from thirty-six (36) to
33 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
34 for each degree of permanent impairment above fifty (50), one
35 thousand seven hundred dollars (\$1,700) per degree.
- 36 (5) With respect to injuries occurring on and after July 1, 1998,
37 and before July 1, 1999, for each degree of permanent impairment
38 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
39 degree; for each degree of permanent impairment from eleven
40 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
41 for each degree of permanent impairment from thirty-six (36) to
42 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
43 for each degree of permanent impairment above fifty (50), one
44 thousand seven hundred dollars (\$1,700) per degree.
- 45 (6) With respect to injuries occurring on and after July 1, 1999,
46 **and before July 1, 2000**, for each degree of permanent

1 impairment from one (1) to ten (10), nine hundred dollars (\$900)
 2 per degree; for each degree of permanent impairment from eleven
 3 (11) to thirty-five (35), one thousand one hundred dollars
 4 (\$1,100) per degree; for each degree of permanent impairment
 5 from thirty-six (36) to fifty (50), one thousand six hundred dollars
 6 (\$1,600) per degree; for each degree of permanent impairment
 7 above fifty (50), two thousand dollars (\$2,000) per degree.

8 **(7) With respect to injuries occurring on and after July 1,**
 9 **2000, and before July 1, 2001, for each degree of permanent**
 10 **impairment from one (1) to ten (10), two thousand fifty**
 11 **dollars (\$2,050) per degree; for each degree of permanent**
 12 **impairment from eleven (11) to thirty-five (35), two thousand**
 13 **seven hundred dollars (\$2,700) per degree; for each degree of**
 14 **permanent impairment from thirty-six (36) to fifty (50), three**
 15 **thousand three hundred dollars (\$3,300) per degree; for each**
 16 **degree of permanent impairment above fifty (50), three**
 17 **thousand nine hundred dollars (\$3,900) per degree.**

18 **(8) With respect to injuries occurring on and after July 1,**
 19 **2001, and before July 1, 2002, for each degree of permanent**
 20 **impairment from one (1) to ten (10), two thousand four**
 21 **hundred dollars (\$2,400) per degree; for each degree of**
 22 **permanent impairment from eleven (11) to thirty-five (35),**
 23 **three thousand seventy-five dollars (\$3,075) per degree; for**
 24 **each degree of permanent impairment from thirty-six (36) to**
 25 **fifty (50), three thousand seven hundred seventy-five dollars**
 26 **(\$3,775) per degree; for each degree of permanent**
 27 **impairment above fifty (50), four thousand five hundred**
 28 **twenty-five dollars (\$4,525) per degree.**

29 **(9) With respect to injuries occurring on and after July 1,**
 30 **2002, for each degree of permanent impairment from one (1)**
 31 **to ten (10), two thousand seven hundred forty-seven dollars**
 32 **(\$2,747) per degree; for each degree of permanent**
 33 **impairment from eleven (11) to thirty-five (35), three**
 34 **thousand four hundred thirty-three dollars (\$3,433) per**
 35 **degree; for each degree of permanent impairment from**
 36 **thirty-six (36) to fifty (50), four thousand two hundred**
 37 **ninety-two dollars (\$4,292) per degree; for each degree of**
 38 **permanent impairment above fifty (50), five thousand three**
 39 **hundred sixty-five dollars (\$5,365) per degree.**

40 (e) The average weekly wages used in the determination of
 41 compensation for permanent partial impairment under subsections (c)
 42 and (d) shall not exceed the following:

43 (1) With respect to injuries occurring on or after July 1, 1991, and
 44 before July 1, 1992, four hundred ninety-two dollars (\$492).

45 (2) With respect to injuries occurring on or after July 1, 1992, and
 46 before July 1, 1993, five hundred forty dollars (\$540).

47 (3) With respect to injuries occurring on or after July 1, 1993, and

- 1 before July 1, 1994, five hundred ninety-one dollars (\$591).
- 2 (4) With respect to injuries occurring on or after July 1, 1994, and
- 3 before July 1, 1997, six hundred forty-two dollars (\$642).
- 4 (5) With respect to injuries occurring on or after July 1, 1997, and
- 5 before July 1, 1998, six hundred seventy-two dollars (\$672).
- 6 (6) With respect to injuries occurring on or after July 1, 1998, and
- 7 before July 1, 1999, seven hundred two dollars (\$702).
- 8 (7) With respect to injuries occurring on or after July 1, 1999, and
- 9 before July 1, 2000, seven hundred thirty-two dollars (\$732).
- 10 (8) With respect to injuries occurring on or after July 1, 2000, **and**
- 11 **before July 1, 2001**, seven hundred sixty-two dollars (\$762).
- 12 **(9) With respect to injuries occurring on or after July 1, 2001,**
- 13 **and before July 1, 2002, eight hundred forty dollars (\$840).**
- 14 **(10) With respect to injuries occurring on or after July 1,**
- 15 **2002, nine hundred eighteen dollars (\$918).**

16 SECTION 5. IC 22-3-3-17 IS AMENDED TO READ AS
 17 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. On and after April
 18 1, 1965, and prior to April 1, 1969, when death results from an injury
 19 within four hundred fifty (450) weeks, there shall be paid to total
 20 dependent of said deceased, as determined by IC 22-3-3-18, 19 and 20,
 21 a weekly compensation amounting to sixty percent (60%) of the
 22 deceased's average weekly wage, until compensation so paid, when
 23 added to any compensation paid to deceased employee, shall equal four
 24 hundred fifty (450) weeks, and to partial dependents as hereinafter
 25 provided.

26 On and after April 1, 1969, and prior to July 1, 1971, when death
 27 results from an injury within five hundred (500) weeks, there shall be
 28 paid to the total dependents of said deceased, as determined by the
 29 provisions of IC 22-3-3-18, 19 and 20, weekly compensation
 30 amounting to sixty percent (60%) of the deceased's average weekly
 31 wage, until the compensation so paid, when added to any compensation
 32 paid to the deceased employee, shall equal five hundred (500) weeks,
 33 and to partial dependents as hereinafter provided.

34 On and after July 1, 1971, and prior to July 1, 1974, when death
 35 results from an injury within five hundred (500) weeks, there shall be
 36 paid to the total dependents of said deceased, as determined by the
 37 provisions of IC 22-3-3-18, 19, and 20, weekly compensation
 38 amounting to sixty percent (60%) of the deceased's average weekly
 39 wage, not to exceed one hundred dollars (\$100) average weekly wages,
 40 until the compensation so paid, when added to any compensation paid
 41 to the deceased employee, shall equal five hundred (500) weeks, and
 42 to partial dependents as hereinafter provided.

43 On and after July 1, 1974, and before July 1, 1976, when death
 44 results from an injury within five hundred (500) weeks, there shall be
 45 paid the total dependents of the deceased, as determined by the
 46 provisions of sections 18, 19, and 20 of this chapter, weekly

1 compensation amounting to sixty-six and two-thirds percent (66 2/3%)
 2 of the deceased's average weekly wage, not to exceed a maximum of
 3 one hundred thirty-five dollars (\$135) average weekly wages, until the
 4 compensation so paid, when added to any compensation paid to the
 5 deceased employee, shall equal five hundred (500) weeks, and to
 6 partial dependents as hereinafter provided. On and after July 1, 1976,
 7 when death results from an injury within five hundred (500) weeks,
 8 there shall be paid the total dependents of the deceased as determined
 9 by sections 18, 19, and 20 of this chapter, weekly compensation
 10 amounting to ~~sixty-six and two-thirds percent (66 2/3%)~~ **one hundred**
 11 **percent (100%)** of the deceased's average weekly wage, as defined by
 12 IC 22-3-3-22, until the compensation paid, when added to the
 13 compensation paid to the deceased employee, equals five hundred
 14 (500) weeks, and to partial dependents, as provided in sections 18 and
 15 20 of this chapter.

16 SECTION 6. IC 22-3-3-22 IS AMENDED TO READ AS
 17 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing
 18 the compensation under this law with respect to injuries occurring on
 19 and after April 1, 1963, and prior to April 1, 1965, the average weekly
 20 wages shall be considered to be not more than seventy dollars (\$70) nor
 21 less than thirty dollars (\$30). In computing the compensation under this
 22 law with respect to injuries occurring on and after April 1, 1965, and
 23 prior to April 1, 1967, the average weekly wages shall be considered
 24 to be not more than seventy-five dollars (\$75) and not less than thirty
 25 dollars (\$30). In computing the compensation under this law with
 26 respect to injuries occurring on and after April 1, 1967, and prior to
 27 April 1, 1969, the average weekly wages shall be considered to be not
 28 more than eighty-five dollars (\$85) and not less than thirty-five dollars
 29 (\$35). In computing the compensation under this law with respect to
 30 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,
 31 the average weekly wages shall be considered to be not more than
 32 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In
 33 computing the compensation under this law with respect to injuries
 34 occurring on and after July 1, 1971, and prior to July 1, 1974, the
 35 average weekly wages shall be considered to be: (A) Not more than: (1)
 36 one hundred dollars (\$100) if no dependents; (2) one hundred five
 37 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)
 38 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three
 39 (3) dependents; (5) one hundred twenty dollars (\$120) if four (4)
 40 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)
 41 or more dependents; and (B) Not less than thirty-five dollars (\$35). In
 42 computing compensation for temporary total disability, temporary
 43 partial disability, and total permanent disability under this law with
 44 respect to injuries occurring on and after July 1, 1974, and before July
 45 1, 1976, the average weekly wages shall be considered to be (A) not
 46 more than one hundred thirty-five dollars (\$135), and (B) not less than

1 seventy-five dollars (\$75). However, the weekly compensation payable
2 shall in no case exceed the average weekly wages of the employee at
3 the time of the injury. In computing compensation for temporary total
4 disability, temporary partial disability and total permanent disability
5 under this law with respect to injuries occurring on and after July 1,
6 1976, and before July 1, 1977, the average weekly wages shall be
7 considered to be (1) not more than one hundred fifty-six dollars (\$156)
8 and (2) not less than seventy-five dollars (\$75). However, the weekly
9 compensation payable shall not exceed the average weekly wages of
10 the employee at the time of the injury. In computing compensation for
11 temporary total disability, temporary partial disability, and total
12 permanent disability, with respect to injuries occurring on and after
13 July 1, 1977, and before July 1, 1979, the average weekly wages are
14 considered to be (1) not more than one hundred eighty dollars (\$180);
15 and (2) not less than seventy-five dollars (\$75). However, the weekly
16 compensation payable may not exceed the average weekly wages of the
17 employee at the time of the injury. In computing compensation for
18 temporary total disability, temporary partial disability, and total
19 permanent disability, with respect to injuries occurring on and after
20 July 1, 1979, and before July 1, 1980, the average weekly wages are
21 considered to be (1) not more than one hundred ninety-five dollars
22 (\$195), and (2) not less than seventy-five dollars (\$75). However, the
23 weekly compensation payable shall not exceed the average weekly
24 wages of the employee at the time of the injury. In computing
25 compensation for temporary total disability, temporary partial
26 disability, and total permanent disability, with respect to injuries
27 occurring on and after July 1, 1980, and before July 1, 1983, the
28 average weekly wages are considered to be (1) not more than two
29 hundred ten dollars (\$210), and (2) not less than seventy-five dollars
30 (\$75). However, the weekly compensation payable shall not exceed the
31 average weekly wages of the employee at the time of the injury. In
32 computing compensation for temporary total disability, temporary
33 partial disability, and total permanent disability, with respect to injuries
34 occurring on and after July 1, 1983, and before July 1, 1984, the
35 average weekly wages are considered to be (1) not more than two
36 hundred thirty-four dollars (\$234) and (2) not less than seventy-five
37 dollars (\$75). However, the weekly compensation payable shall not
38 exceed the average weekly wages of the employee at the time of the
39 injury. In computing compensation for temporary total disability,
40 temporary partial disability, and total permanent disability, with respect
41 to injuries occurring on and after July 1, 1984, and before July 1, 1985,
42 the average weekly wages are considered to be (1) not more than two
43 hundred forty-nine dollars (\$249) and (2) not less than seventy-five
44 dollars (\$75). However, the weekly compensation payable shall not
45 exceed the average weekly wages of the employee at the time of the
46 injury. In computing compensation for temporary total disability,

1 temporary partial disability, and total permanent disability, with respect
2 to injuries occurring on and after July 1, 1985, and before July 1, 1986,
3 the average weekly wages are considered to be (1) not more than two
4 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five
5 dollars (\$75). However, the weekly compensation payable shall not
6 exceed the average weekly wages of the employee at the time of the
7 injury. In computing compensation for temporary total disability,
8 temporary partial disability, and total permanent disability, with respect
9 to injuries occurring on and after July 1, 1986, and before July 1, 1988,
10 the average weekly wages are considered to be (1) not more than two
11 hundred eighty-five dollars (\$285) and (2) not less than seventy-five
12 dollars (\$75). However, the weekly compensation payable shall not
13 exceed the average weekly wages of the employee at the time of the
14 injury. In computing compensation for temporary total disability,
15 temporary partial disability, and total permanent disability, with respect
16 to injuries occurring on and after July 1, 1988, and before July 1, 1989,
17 the average weekly wages are considered to be (1) not more than three
18 hundred eighty-four dollars (\$384) and (2) not less than seventy-five
19 dollars (\$75). However, the weekly compensation payable shall not
20 exceed the average weekly wages of the employee at the time of the
21 injury.

22 In computing compensation for temporary total disability, temporary
23 partial disability, and total permanent disability, with respect to injuries
24 occurring on and after July 1, 1989, and before July 1, 1990, the
25 average weekly wages are considered to be (1) not more than four
26 hundred eleven dollars (\$411) and (2) not less than seventy-five dollars
27 (\$75). However, the weekly compensation payable shall not exceed the
28 average weekly wages of the employee at the time of the injury.

29 In computing compensation for temporary total disability, temporary
30 partial disability, and total permanent disability, with respect to injuries
31 occurring on and after July 1, 1990, and before July 1, 1991, the
32 average weekly wages are considered to be (1) not more than four
33 hundred forty-one dollars (\$441) and (2) not less than seventy-five
34 dollars (\$75). However, the weekly compensation payable shall not
35 exceed the average weekly wages of the employee at the time of the
36 injury.

37 In computing compensation for temporary total disability, temporary
38 partial disability, and total permanent disability, with respect to injuries
39 occurring on and after July 1, 1991, and before July 1, 1992, the
40 average weekly wages are considered to be (1) not more than four
41 hundred ninety-two dollars (\$492) and (2) not less than seventy-five
42 dollars (\$75). However, the weekly compensation payable shall not
43 exceed the average weekly wages of the employee at the time of the
44 injury.

45 In computing compensation for temporary total disability, temporary
46 partial disability, and total permanent disability, with respect to injuries

1 occurring on and after July 1, 1992, and before July 1, 1993, the
 2 average weekly wages are considered to be (1) not more than five
 3 hundred forty dollars (\$540) and (2) not less than seventy-five dollars
 4 (\$75). However, the weekly compensation payable shall not exceed the
 5 average weekly wages of the employee at the time of the injury.

6 In computing compensation for temporary total disability, temporary
 7 partial disability, and total permanent disability, with respect to injuries
 8 occurring on and after July 1, 1993, and before July 1, 1994, the
 9 average weekly wages are considered to be (1) not more than five
 10 hundred ninety-one dollars (\$591) and (2) not less than seventy-five
 11 dollars (\$75). However, the weekly compensation payable shall not
 12 exceed the average weekly wages of the employee at the time of the
 13 injury.

14 In computing compensation for temporary total disability, temporary
 15 partial disability, and total permanent disability, with respect to injuries
 16 occurring on and after July 1, 1994, and before July 1, 1997, the
 17 average weekly wages are considered to be (1) not more than six
 18 hundred forty-two dollars (\$642) and (2) not less than seventy-five
 19 dollars (\$75). However, the weekly compensation payable shall not
 20 exceed the average weekly wages of the employee at the time of the
 21 injury.

22 (b) In computing compensation for temporary total disability,
 23 temporary partial disability, and total permanent disability, the average
 24 weekly wages are considered to be:

25 (1) with respect to injuries occurring on and after July 1, 1997,
 26 and before July 1, 1998:

27 (A) not more than six hundred seventy-two dollars (\$672); and

28 (B) not less than seventy-five dollars (\$75);

29 (2) with respect to injuries occurring on and after July 1, 1998,
 30 and before July 1, 1999:

31 (A) not more than seven hundred two dollars (\$702); and

32 (B) not less than seventy-five dollars (\$75);

33 (3) with respect to injuries occurring on and after July 1, 1999,
 34 and before July 1, 2000:

35 (A) not more than seven hundred thirty-two dollars (\$732);

36 and

37 (B) not less than seventy-five dollars (\$75); ~~and~~

38 (4) with respect to injuries occurring on and after July 1, 2000,
 39 **and before July 1, 2001:**

40 (A) not more than seven hundred sixty-two dollars (\$762); and

41 (B) not less than seventy-five dollars (\$75);

42 **(5) with respect to injuries occurring on and after July 1,**
 43 **2001, and before July 1, 2002:**

44 **(A) not more than eight hundred forty dollars (\$840); and**

45 **(B) not less than seventy-five dollars (\$75); and**

46 **(6) with respect to injuries occurring on and after July 1,**

- 1 **2002:**
 2 **(A) not more than nine hundred eighteen dollars (\$918);**
 3 **and**
 4 **(B) not less than seventy-five dollars (\$75).**

5 However, the weekly compensation payable shall not exceed the
 6 average weekly wages of the employee at the time of the injury.

7 (c) For the purpose of this section only and with respect to injuries
 8 occurring on and after July 1, 1971, and prior to July 1, 1974, only, the
 9 term "dependent" as used in this section shall mean persons defined as
 10 presumptive dependents under section 19 of this chapter, except that
 11 such dependency shall be determined as of the date of the injury to the
 12 employee.

13 (d) With respect to any injury occurring on and after April 1, 1955,
 14 and prior to April 1, 1957, the maximum compensation exclusive of
 15 medical benefits, which shall be paid for an injury under any provisions
 16 of this law or under any combination of its provisions shall not exceed
 17 twelve thousand five hundred dollars (\$12,500) in any case. With
 18 respect to any injury occurring on and after April 1, 1957 and prior to
 19 April 1, 1963, the maximum compensation exclusive of medical
 20 benefits, which shall be paid for an injury under any provision of this
 21 law or under any combination of its provisions shall not exceed fifteen
 22 thousand dollars (\$15,000) in any case. With respect to any injury
 23 occurring on and after April 1, 1963, and prior to April 1, 1965, the
 24 maximum compensation exclusive of medical benefits, which shall be
 25 paid for an injury under any provision of this law or under any
 26 combination of its provisions shall not exceed sixteen thousand five
 27 hundred dollars (\$16,500) in any case. With respect to any injury
 28 occurring on and after April 1, 1965, and prior to April 1, 1967, the
 29 maximum compensation exclusive of medical benefits which shall be
 30 paid for any injury under any provision of this law or any combination
 31 of provisions shall not exceed twenty thousand dollars (\$20,000) in any
 32 case. With respect to any injury occurring on and after April 1, 1967,
 33 and prior to July 1, 1971, the maximum compensation exclusive of
 34 medical benefits which shall be paid for an injury under any provision
 35 of this law or any combination of provisions shall not exceed
 36 twenty-five thousand dollars (\$25,000) in any case. With respect to any
 37 injury occurring on and after July 1, 1971, and prior to July 1, 1974, the
 38 maximum compensation exclusive of medical benefits which shall be
 39 paid for any injury under any provision of this law or any combination
 40 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
 41 case. With respect to any injury occurring on and after July 1, 1974,
 42 and before July 1, 1976, the maximum compensation exclusive of
 43 medical benefits which shall be paid for an injury under any provision
 44 of this law or any combination of provisions shall not exceed forty-five
 45 thousand dollars (\$45,000) in any case. With respect to an injury
 46 occurring on and after July 1, 1976, and before July 1, 1977, the

1 maximum compensation, exclusive of medical benefits, which shall be
2 paid for any injury under any provision of this law or any combination
3 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
4 any case. With respect to any injury occurring on and after July 1,
5 1977, and before July 1, 1979, the maximum compensation, exclusive
6 of medical benefits, which may be paid for an injury under any
7 provision of this law or any combination of provisions may not exceed
8 sixty thousand dollars (\$60,000) in any case. With respect to any injury
9 occurring on and after July 1, 1979, and before July 1, 1980, the
10 maximum compensation, exclusive of medical benefits, which may be
11 paid for an injury under any provisions of this law or any combination
12 of provisions may not exceed sixty-five thousand dollars (\$65,000) in
13 any case. With respect to any injury occurring on and after July 1,
14 1980, and before July 1, 1983, the maximum compensation, exclusive
15 of medical benefits, which may be paid for an injury under any
16 provisions of this law or any combination of provisions may not exceed
17 seventy thousand dollars (\$70,000) in any case. With respect to any
18 injury occurring on and after July 1, 1983, and before July 1, 1984, the
19 maximum compensation, exclusive of medical benefits, which may be
20 paid for an injury under any provisions of this law or any combination
21 of provisions may not exceed seventy-eight thousand dollars (\$78,000)
22 in any case. With respect to any injury occurring on and after July 1,
23 1984, and before July 1, 1985, the maximum compensation, exclusive
24 of medical benefits, which may be paid for an injury under any
25 provisions of this law or any combination of provisions may not exceed
26 eighty-three thousand dollars (\$83,000) in any case. With respect to
27 any injury occurring on and after July 1, 1985, and before July 1, 1986,
28 the maximum compensation, exclusive of medical benefits, which may
29 be paid for an injury under any provisions of this law or any
30 combination of provisions may not exceed eighty-nine thousand dollars
31 (\$89,000) in any case. With respect to any injury occurring on and after
32 July 1, 1986, and before July 1, 1988, the maximum compensation,
33 exclusive of medical benefits, which may be paid for an injury under
34 any provisions of this law or any combination of provisions may not
35 exceed ninety-five thousand dollars (\$95,000) in any case. With respect
36 to any injury occurring on and after July 1, 1988, and before July 1,
37 1989, the maximum compensation, exclusive of medical benefits,
38 which may be paid for an injury under any provisions of this law or any
39 combination of provisions may not exceed one hundred twenty-eight
40 thousand dollars (\$128,000) in any case.

41 With respect to any injury occurring on and after July 1, 1989, and
42 before July 1, 1990, the maximum compensation, exclusive of medical
43 benefits, which may be paid for an injury under any provisions of this
44 law or any combination of provisions may not exceed one hundred
45 thirty-seven thousand dollars (\$137,000) in any case.

46 With respect to any injury occurring on and after July 1, 1990, and

1 before July 1, 1991, the maximum compensation, exclusive of medical
 2 benefits, which may be paid for an injury under any provisions of this
 3 law or any combination of provisions may not exceed one hundred
 4 forty-seven thousand dollars (\$147,000) in any case.

5 With respect to any injury occurring on and after July 1, 1991, and
 6 before July 1, 1992, the maximum compensation, exclusive of medical
 7 benefits, that may be paid for an injury under any provisions of this law
 8 or any combination of provisions may not exceed one hundred
 9 sixty-four thousand dollars (\$164,000) in any case.

10 With respect to any injury occurring on and after July 1, 1992, and
 11 before July 1, 1993, the maximum compensation, exclusive of medical
 12 benefits, that may be paid for an injury under any provisions of this law
 13 or any combination of provisions may not exceed one hundred eighty
 14 thousand dollars (\$180,000) in any case.

15 With respect to any injury occurring on and after July 1, 1993, and
 16 before July 1, 1994, the maximum compensation, exclusive of medical
 17 benefits, that may be paid for an injury under any provisions of this law
 18 or any combination of provisions may not exceed one hundred
 19 ninety-seven thousand dollars (\$197,000) in any case.

20 With respect to any injury occurring on and after July 1, 1994, and
 21 before July 1, 1997, the maximum compensation, exclusive of medical
 22 benefits, which may be paid for an injury under any provisions of this
 23 law or any combination of provisions may not exceed two hundred
 24 fourteen thousand dollars (\$214,000) in any case.

25 (e) The maximum compensation, exclusive of medical benefits, that
 26 may be paid for an injury under any provision of this law or any
 27 combination of provisions may not exceed the following amounts in
 28 any case:

29 (1) With respect to an injury occurring on and after July 1, 1997,
 30 and before July 1, 1998, two hundred twenty-four thousand
 31 dollars (\$224,000).

32 (2) With respect to an injury occurring on and after July 1, 1998,
 33 and before July 1, 1999, two hundred thirty-four thousand dollars
 34 (\$234,000).

35 (3) With respect to an injury occurring on and after July 1, 1999,
 36 and before July 1, 2000, two hundred forty-four thousand dollars
 37 (\$244,000).

38 (4) With respect to an injury occurring on and after July 1, 2000,
 39 **and before July 1, 2001**, two hundred fifty-four thousand dollars
 40 (\$254,000).

41 **(5) With respect to an injury occurring on and after July 1,**
 42 **2001, and before July 1, 2002, two hundred eighty thousand**
 43 **dollars (\$280,000).**

44 **(6) With respect to an injury occurring on and after July 1,**
 45 **2002, three hundred six thousand dollars (\$306,000).**

46 SECTION 7. IC 22-3-3-33 IS ADDED TO THE INDIANA CODE

1 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
2 1, 2000]: **Sec. 33. (a) If an employee:**

- 3 (1) receives an injury that results in a temporary total
4 disability or a permanent partial impairment;
5 (2) is capable of performing work with limitations or
6 restrictions that prevent the employee from returning to the
7 position the employee held before the employee's injury; and
8 (3) returns to work;

9 the employee may receive disabled from trade compensation.

10 (b) An employee may receive disabled from trade compensation
11 for a period not to exceed:

- 12 (1) fifty-two (52) consecutive weeks; or
13 (2) seventy-eight (78) aggregate weeks.

14 (c) An employee is entitled to receive disabled from trade
15 compensation in a weekly amount equal to STEP FOUR of the
16 following formula:

17 **STEP ONE:** Determine the employee's average weekly
18 earnings from employment with limitations or restrictions
19 that are entered after the employee's injury.

20 **STEP TWO:** Determine the employee's average weekly
21 earnings from employment before the employee's injury.

22 **STEP THREE:** Determine the greater of:

- 23 (A) the STEP TWO result minus the STEP ONE result; or
24 (B) zero (0).

25 **STEP FOUR:** Determine the lesser of:

- 26 (A) the STEP THREE result; or
27 (B) with respect to injuries occurring on or after July 1,
28 2000, and before July 1, 2001, seven hundred sixty-two
29 dollars (\$762); or
30 (C) with respect to injuries occurring on or after July 1,
31 2001, and before July 1, 2002, eight hundred forty dollars
32 (\$840); or
33 (D) with respect to injuries occurring on or after July 1,
34 2002, nine hundred eighteen dollars (\$918).

35 (d) Not later than sixty (60) days after the employee's release to
36 return to work with restrictions or limitations, the employee must
37 receive notice from the employer on a form provided by the board
38 that informs the employee that the employee has been released to
39 work with limitations or restrictions. The notice must include:

- 40 (1) an explanation of the limitations or restrictions placed on
41 the employee;
42 (2) the amount of disabled from trade compensation the
43 employee has been awarded; and
44 (3) information for the employee regarding the terms of this
45 section.

46 (e) Disabled from trade compensation is in addition to any other
47 compensation awarded to an employee as a result of a temporary

1 **total disability or a permanent partial impairment.**

2 **(f) An employer may unilaterally convert an award of benefits**
 3 **for a temporary total disability or a permanent partial impairment**
 4 **into disabled from trade compensation by filing a copy of the notice**
 5 **required under subsection (d) with the board.**

6 SECTION 8. IC 22-3-7-16 IS AMENDED TO READ AS
 7 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 16. (a) Compensation
 8 shall be allowed on account of disablement from occupational disease
 9 resulting in only temporary total disability to work or temporary partial
 10 disability to work beginning with the eighth day of such disability
 11 except for the medical benefits provided for in section 17 of this
 12 chapter. Compensation shall be allowed for the first seven (7) calendar
 13 days only as provided in this section. The first weekly installment of
 14 compensation for temporary disability is due fourteen (14) days after
 15 the disability begins. Not later than fifteen (15) days from the date that
 16 the first installment of compensation is due, the employer or the
 17 employer's insurance carrier shall tender to the employee or to the
 18 employee's dependents, with all compensation due, a properly prepared
 19 compensation agreement in a form prescribed by the board. Whenever
 20 an employer or the employer's insurance carrier denies or is not able to
 21 determine liability to pay compensation or benefits, the employer or the
 22 employer's insurance carrier shall notify the worker's compensation
 23 board and the employee in writing on a form prescribed by the worker's
 24 compensation board not later than thirty (30) days after the employer's
 25 knowledge of the claimed disablement. If a determination of liability
 26 cannot be made within thirty (30) days, the worker's compensation
 27 board may approve an additional thirty (30) days upon a written request
 28 of the employer or the employer's insurance carrier that sets forth the
 29 reasons that the determination could not be made within thirty (30)
 30 days and states the facts or circumstances that are necessary to
 31 determine liability within the additional thirty (30) days. More than
 32 thirty (30) days of additional time may be approved by the worker's
 33 compensation board upon the filing of a petition by the employer or the
 34 employer's insurance carrier that sets forth:

- 35 (1) the extraordinary circumstances that have precluded a
- 36 determination of liability within the initial sixty (60) days;
- 37 (2) the status of the investigation on the date the petition is filed;
- 38 (3) the facts or circumstances that are necessary to make a
- 39 determination; and
- 40 (4) a timetable for the completion of the remaining investigation.

41 **If a determination of liability is not made within thirty (30) days**
 42 **after the employer's knowledge of the claimed diablement and the**
 43 **employer is subsequently determined to be liable to pay**
 44 **compensation, the first installment of compensation must include**
 45 **the accrued weekly compensation and interest at the legal rate of**
 46 **interest specified in IC 24-4.6-1-101 computed from the date**

1 **fourteen (14) days after the disability begins.** An employer who fails
2 to comply with this section is subject to a civil penalty of fifty dollars
3 (\$50), to be assessed and collected by the board upon notice and
4 hearing. Civil penalties collected under this section shall be deposited
5 in the state general fund.

6 (b) Once begun, temporary total disability benefits may not be
7 terminated by the employer unless:

8 (1) the employee has returned to work;

9 (2) the employee has died;

10 (3) the employee has refused to undergo a medical examination
11 under section 20 of this chapter;

12 (4) the employee has received five hundred (500) weeks of
13 temporary total disability benefits or has been paid the maximum
14 compensation allowable under section 19 of this chapter; or

15 (5) the employee is unable or unavailable to work for reasons
16 unrelated to the compensable disease.

17 In all other cases the employer must notify the employee in writing of
18 the employer's intent to terminate the payment of temporary total
19 disability benefits, and of the availability of employment, if any, on a
20 form approved by the board. If the employee disagrees with the
21 proposed termination, the employee must give written notice of
22 disagreement to the board and the employer within seven (7) days after
23 receipt of the notice of intent to terminate benefits. If the board and
24 employer do not receive a notice of disagreement under this section,
25 the employee's temporary total disability benefits shall be terminated.
26 Upon receipt of the notice of disagreement, the board shall immediately
27 contact the parties, which may be by telephone or other means and
28 attempt to resolve the disagreement. If the board is unable to resolve
29 the disagreement within ten (10) days of receipt of the notice of
30 disagreement, the board shall immediately arrange for an evaluation of
31 the employee by an independent medical examiner. The independent
32 medical examiner shall be selected by mutual agreement of the parties
33 or, if the parties are unable to agree, appointed by the board under
34 IC 22-3-4-11. If the independent medical examiner determines that the
35 employee is no longer temporarily disabled or is still temporarily
36 disabled but can return to employment that the employer has made
37 available to the employee, or if the employee fails or refuses to appear
38 for examination by the independent medical examiner, temporary total
39 disability benefits may be terminated. If either party disagrees with the
40 opinion of the independent medical examiner, the party shall apply to
41 the board for a hearing under section 27 of this chapter.

42 (c) An employer is not required to continue the payment of
43 temporary total disability benefits for more than fourteen (14) days
44 after the employer's proposed termination date unless the independent
45 medical examiner determines that the employee is temporarily disabled
46 and unable to return to any employment that the employer has made

1 available to the employee.

2 (d) If it is determined that as a result of this section temporary total
3 disability benefits were overpaid, the overpayment shall be deducted
4 from any benefits due the employee under this section and, if there are
5 no benefits due the employee or the benefits due the employee do not
6 equal the amount of the overpayment, the employee shall be
7 responsible for paying any overpayment which cannot be deducted
8 from benefits due the employee.

9 (e) For disablements occurring on and after April 1, 1951, and prior
10 to July 1, 1971, from occupational disease resulting in temporary total
11 disability for any work there shall be paid to the disabled employee
12 during such temporary total disability a weekly compensation equal to
13 sixty percent (60%) of the employee's average weekly wages for a
14 period not to exceed five hundred (500) weeks. Compensation shall be
15 allowed for the first seven (7) calendar days only if the disability
16 continues for longer than twenty-eight (28) days.

17 For disablements occurring on and after July 1, 1971, and prior to
18 July 1, 1974, from occupational disease resulting in temporary total
19 disability for any work there shall be paid to the disabled employee
20 during such temporary total disability a weekly compensation equal to
21 sixty percent (60%) of the employee's average weekly wages, as
22 defined in section 19 of this chapter, for a period not to exceed five
23 hundred (500) weeks. Compensation shall be allowed for the first seven
24 (7) calendar days only if the disability continues for longer than
25 twenty-eight (28) days.

26 For disablements occurring on and after July 1, 1974, and before
27 July 1, 1976, from occupational disease resulting in temporary total
28 disability for any work there shall be paid to the disabled employee
29 during such temporary total disability a weekly compensation equal to
30 sixty-six and two-thirds percent (66 2/3%) of the employee's average
31 weekly wages, up to one hundred thirty-five dollars (\$135) average
32 weekly wages, as defined in section 19 of this chapter, for a period not
33 to exceed five hundred (500) weeks. Compensation shall be allowed for
34 the first seven (7) calendar days only if the disability continues for
35 longer than twenty-one (21) days.

36 For disablements occurring on and after July 1, 1976, from
37 occupational disease resulting in temporary total disability for any work
38 there shall be paid to the disabled employee during the temporary total
39 disability weekly compensation equal to sixty-six and two-thirds
40 percent (66 2/3%) of the employee's average weekly wages, as defined
41 in section 19 of this chapter, for a period not to exceed five hundred
42 (500) weeks. Compensation shall be allowed for the first seven (7)
43 calendar days only if the disability continues for longer than twenty-one
44 (21) days.

45 (f) For disablements occurring on and after April 1, 1951, and prior
46 to July 1, 1971, from occupational disease resulting in temporary

1 partial disability for work there shall be paid to the disabled employee
2 during such disability a weekly compensation equal to sixty percent
3 (60%) of the difference between the employee's average weekly wages
4 and the weekly wages at which the employee is actually employed after
5 the disablement, for a period not to exceed three hundred (300) weeks.
6 Compensation shall be allowed for the first seven (7) calendar days
7 only if the disability continues for longer than twenty-eight (28) days.
8 In case of partial disability after the period of temporary total disability,
9 the later period shall be included as part of the maximum period
10 allowed for partial disability.

11 For disablements occurring on and after July 1, 1971, and prior to
12 July 1, 1974, from occupational disease resulting in temporary partial
13 disability for work there shall be paid to the disabled employee during
14 such disability a weekly compensation equal to sixty percent (60%) of
15 the difference between the employee's average weekly wages, as
16 defined in section 19 of this chapter, and the weekly wages at which the
17 employee is actually employed after the disablement, for a period not
18 to exceed three hundred (300) weeks. Compensation shall be allowed
19 for the first seven (7) calendar days only if the disability continues for
20 longer than twenty-eight (28) days. In case of partial disability after the
21 period of temporary total disability, the latter period shall be included
22 as a part of the maximum period allowed for partial disability.

23 For disablements occurring on and after July 1, 1974, from
24 occupational disease resulting in temporary partial disability for work
25 there shall be paid to the disabled employee during such disability a
26 weekly compensation equal to sixty-six and two-thirds percent (66
27 $\frac{2}{3}$ %) of the difference between the employee's average weekly wages,
28 as defined in section 19 of this chapter, and the weekly wages at which
29 he is actually employed after the disablement, for a period not to
30 exceed three hundred (300) weeks. Compensation shall be allowed for
31 the first seven (7) calendar days only if the disability continues for
32 longer than twenty-one (21) days. In case of partial disability after the
33 period of temporary total disability, the latter period shall be included
34 as a part of the maximum period allowed for partial disability.

35 (g) For disabilities occurring on and after April 1, 1951, and prior
36 to April 1, 1955, from occupational disease in the following schedule,
37 the employee shall receive in lieu of all other compensation, on account
38 of such disabilities, a weekly compensation of sixty percent (60%) of
39 the employee's average weekly wage; for disabilities occurring on and
40 after April 1, 1955, and prior to July 1, 1971, from occupational disease
41 in the following schedule, the employee shall receive in addition to
42 disability benefits not exceeding twenty-six (26) weeks on account of
43 said occupational disease a weekly compensation of sixty percent
44 (60%) of the employee's average weekly wages.

45 For disabilities occurring on and after July 1, 1971, and before July
46 1, 1977, from occupational disease in the following schedule, the

1 employee shall receive in addition to disability benefits not exceeding
2 twenty-six (26) weeks on account of said occupational disease a weekly
3 compensation of sixty percent (60%) of his average weekly wages not
4 to exceed one hundred dollars (\$100) average weekly wages, for the
5 period stated for such disabilities respectively.

6 For disabilities occurring on and after July 1, 1977, and before July
7 1, 1979, from occupational disease in the following schedule, the
8 employee shall receive in addition to disability benefits not exceeding
9 twenty-six (26) weeks on account of the occupational disease a weekly
10 compensation of sixty percent (60%) of the employee's average weekly
11 wages, not to exceed one hundred twenty-five dollars (\$125) average
12 weekly wages, for the period stated for the disabilities.

13 For disabilities occurring on and after July 1, 1979, and before July
14 1, 1988, from occupational disease in the following schedule, the
15 employee shall receive in addition to disability benefits, not exceeding
16 fifty-two (52) weeks on account of the occupational disease, a weekly
17 compensation of sixty percent (60%) of the employee's average weekly
18 wages, not to exceed one hundred twenty-five dollars (\$125) average
19 weekly wages, for the period stated for the disabilities.

20 For disabilities occurring on and after July 1, 1988, and before July
21 1, 1989, from occupational disease in the following schedule, the
22 employee shall receive in addition to disability benefits, not exceeding
23 seventy-eight (78) weeks on account of the occupational disease, a
24 weekly compensation of sixty percent (60%) of the employee's average
25 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
26 average weekly wages, for the period stated for the disabilities.

27 For disabilities occurring on and after July 1, 1989, and before July
28 1, 1990, from occupational disease in the following schedule, the
29 employee shall receive in addition to disability benefits, not exceeding
30 seventy-eight (78) weeks on account of the occupational disease, a
31 weekly compensation of sixty percent (60%) of the employee's average
32 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
33 average weekly wages, for the period stated for the disabilities.

34 For disabilities occurring on and after July 1, 1990, and before July
35 1, 1991, from occupational disease in the following schedule, the
36 employee shall receive in addition to disability benefits, not exceeding
37 seventy-eight (78) weeks on account of the occupational disease, a
38 weekly compensation of sixty percent (60%) of the employee's average
39 weekly wages, not to exceed two hundred dollars (\$200) average
40 weekly wages, for the period stated for the disabilities.

41 (1) Amputations: For the loss by separation, of the thumb, sixty
42 (60) weeks; of the index finger, forty (40) weeks; of the second
43 finger, thirty-five (35) weeks; of the third or ring finger, thirty
44 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the
45 hand by separation below the elbow, two hundred (200) weeks; of
46 the arm above the elbow joint, two hundred fifty (250) weeks; of

- 1 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
2 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)
3 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
4 the knee joint, one hundred fifty (150) weeks; and of the leg
5 above the knee joint, two hundred (200) weeks. The loss of more
6 than one (1) phalange of a thumb or toe shall be considered as the
7 loss of the entire thumb or toe. The loss of more than two (2)
8 phalanges of a finger shall be considered as the loss of the entire
9 finger. The loss of not more than one (1) phalange of a thumb or
10 toe shall be considered as the loss of one-half (1/2) of the thumb
11 or toe and compensation shall be paid for one-half (1/2) of the
12 period for the loss of the entire thumb or toe. The loss of not more
13 than two (2) phalanges of a finger shall be considered as the loss
14 of one-half (1/2) the finger and compensation shall be paid for
15 one-half (1/2) of the period for the loss of the entire finger.
- 16 (2) Loss of Use: The total permanent loss of the use of an arm,
17 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
18 as the equivalent of the loss by separation of the arm, hand,
19 thumb, finger, leg, foot, toe, or phalange and the compensation
20 shall be paid for the same period as for the loss thereof by
21 separation.
- 22 (3) Partial Loss of Use: For the permanent partial loss of the use
23 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
24 compensation shall be paid for the proportionate loss of the use of
25 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 26 (4) For disablements for occupational disease resulting in total
27 permanent disability, five hundred (500) weeks.
- 28 (5) For the loss of both hands, or both feet, or the total sight of
29 both eyes, or any two (2) of such losses resulting from the same
30 disablement by occupational disease, five hundred (500) weeks.
- 31 (6) For the permanent and complete loss of vision by enucleation
32 of an eye or its reduction to one-tenth (1/10) of normal vision with
33 glasses, one hundred fifty (150) weeks, and for any other
34 permanent reduction of the sight of an eye, compensation shall be
35 paid for a period proportionate to the degree of such permanent
36 reduction without correction or glasses. However, when such
37 permanent reduction without correction or glasses would result in
38 one hundred percent (100%) loss of vision, but correction or
39 glasses would result in restoration of vision, then compensation
40 shall be paid for fifty percent (50%) of such total loss of vision
41 without glasses plus an additional amount equal to the
42 proportionate amount of such reduction with glasses, not to
43 exceed an additional fifty percent (50%).
- 44 (7) For the permanent and complete loss of hearing, two hundred
45 (200) weeks.
- 46 (8) In all other cases of permanent partial impairment,

1 compensation proportionate to the degree of such permanent
2 partial impairment, in the discretion of the worker's compensation
3 board, not exceeding five hundred (500) weeks.
4 (9) In all cases of permanent disfigurement, which may impair the
5 future usefulness or opportunities of the employee, compensation
6 in the discretion of the worker's compensation board, not
7 exceeding two hundred (200) weeks, except that no compensation
8 shall be payable under this paragraph where compensation shall
9 be payable under subdivisions (1) through (8). Where
10 compensation for temporary total disability has been paid, this
11 amount of compensation shall be deducted from any
12 compensation due for permanent disfigurement.

13 With respect to disablements in the following schedule occurring on
14 and after July 1, 1991, the employee shall receive in addition to
15 temporary total disability benefits, not exceeding one hundred
16 twenty-five (125) weeks on account of the disablement, compensation
17 in an amount determined under the following schedule to be paid
18 weekly at a rate of sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the
19 employee's average weekly wages during the fifty-two (52) weeks
20 immediately preceding the week in which the disablement occurred:

21 (1) Amputation: For the loss by separation of the thumb, twelve
22 (12) degrees of permanent impairment; of the index finger, eight
23 (8) degrees of permanent impairment; of the second finger, seven
24 (7) degrees of permanent impairment; of the third or ring finger,
25 six (6) degrees of permanent impairment; of the fourth or little
26 finger, four (4) degrees of permanent impairment; of the hand by
27 separation below the elbow joint, forty (40) degrees of permanent
28 impairment; of the arm above the elbow, fifty (50) degrees of
29 permanent impairment; of the big toe, twelve (12) degrees of
30 permanent impairment; of the second toe, six (6) degrees of
31 permanent impairment; of the third toe, four (4) degrees of
32 permanent impairment; of the fourth toe, three (3) degrees of
33 permanent impairment; of the fifth or little toe, two (2) degrees of
34 permanent impairment; of separation of the foot below the knee
35 joint, thirty-five (35) degrees of permanent impairment; and of the
36 leg above the knee joint, forty-five (45) degrees of permanent
37 impairment.

38 (2) Amputations occurring on or after July 1, 1997: For the loss
39 by separation of any of the body parts described in subdivision (1)
40 on or after July 1, 1997, the dollar values per degree applying on
41 the date of the injury as described in subsection (h) shall be
42 multiplied by two (2). However, the doubling provision of this
43 subdivision does not apply to a loss of use that is not a loss by
44 separation.

45 (3) The loss of more than one (1) phalange of a thumb or toe shall
46 be considered as the loss of the entire thumb or toe. The loss of

- 1 more than two (2) phalanges of a finger shall be considered as the
2 loss of the entire finger. The loss of not more than one (1)
3 phalange of a thumb or toe shall be considered as the loss of
4 one-half (1/2) of the degrees of permanent impairment for the loss
5 of the entire thumb or toe. The loss of not more than one (1)
6 phalange of a finger shall be considered as the loss of one-third
7 (1/3) of the finger and compensation shall be paid for one-third
8 (1/3) of the degrees payable for the loss of the entire finger. The
9 loss of more than one (1) phalange of the finger but not more than
10 two (2) phalanges of the finger shall be considered as the loss of
11 one-half (1/2) of the finger and compensation shall be paid for
12 one-half (1/2) of the degrees payable for the loss of the entire
13 finger.
- 14 (4) For the loss by separation of both hands or both feet or the
15 total sight of both eyes or any two (2) such losses in the same
16 accident, one hundred (100) degrees of permanent impairment.
- 17 (5) For the permanent and complete loss of vision by enucleation
18 or its reduction to one-tenth (1/10) of normal vision with glasses,
19 thirty-five (35) degrees of permanent impairment.
- 20 (6) For the permanent and complete loss of hearing in one (1) ear,
21 fifteen (15) degrees of permanent impairment, and in both ears,
22 forty (40) degrees of permanent impairment.
- 23 (7) For the loss of one (1) testicle, (10) ten degrees of permanent
24 impairment; for the loss of both testicles, thirty (30) degrees of
25 permanent impairment.
- 26 (8) Loss of use: The total permanent loss of the use of an arm, a
27 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
28 considered as the equivalent of the loss by separation of the arm,
29 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
30 shall be paid in the same amount as for the loss by separation.
31 However, the doubling provision of subdivision (2) does not
32 apply to a loss of use that is not a loss by separation.
- 33 (9) Partial loss of use: For the permanent partial loss of the use of
34 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
35 phalange, compensation shall be paid for the proportionate loss of
36 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 37 (10) For disablements resulting in total permanent disability, the
38 amount payable for impairment or five hundred (500) weeks of
39 compensation, whichever is greater.
- 40 (11) For any permanent reduction of the sight of an eye less than
41 a total loss as specified in subdivision (3), the compensation shall
42 be paid in an amount proportionate to the degree of a permanent
43 reduction without correction or glasses. However, when a
44 permanent reduction without correction or glasses would result in
45 one hundred percent (100%) loss of vision, then compensation
46 shall be paid for fifty percent (50%) of the total loss of vision

1 without glasses, plus an additional amount equal to the
2 proportionate amount of the reduction with glasses, not to exceed
3 an additional fifty percent (50%).
4 (12) For any permanent reduction of the hearing of one (1) or both
5 ears, less than the total loss as specified in subdivision (4),
6 compensation shall be paid in an amount proportionate to the
7 degree of a permanent reduction.
8 (13) In all other cases of permanent partial impairment,
9 compensation proportionate to the degree of a permanent partial
10 impairment, in the discretion of the worker's compensation board,
11 not exceeding one hundred (100) degrees of permanent
12 impairment.
13 (14) In all cases of permanent disfigurement which may impair
14 the future usefulness or opportunities of the employee,
15 compensation, in the discretion of the worker's compensation
16 board, not exceeding forty (40) degrees of permanent impairment
17 except that no compensation shall be payable under this
18 subdivision where compensation is payable elsewhere in this
19 section.
20 (h) With respect to disablements occurring on and after July 1,
21 1991, compensation for permanent partial impairment shall be paid
22 according to the degree of permanent impairment for the disablement
23 determined under subsection (d) and the following:
24 (1) With respect to disablements occurring on and after July 1,
25 1991, and before July 1, 1992, for each degree of permanent
26 impairment from one (1) to thirty-five (35), five hundred dollars
27 (\$500) per degree; for each degree of permanent impairment from
28 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
29 degree; for each degree of permanent impairment above fifty (50),
30 one thousand five hundred dollars (\$1,500) per degree.
31 (2) With respect to disablements occurring on and after July 1,
32 1992, and before July 1, 1993, for each degree of permanent
33 impairment from one (1) to twenty (20), five hundred dollars
34 (\$500) per degree; for each degree of permanent impairment from
35 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
36 per degree; for each degree of permanent impairment from
37 thirty-six (36) to fifty (50), one thousand three hundred dollars
38 (\$1,300) per degree; for each degree of permanent impairment
39 above fifty (50), one thousand seven hundred dollars (\$1,700) per
40 degree.
41 (3) With respect to disablements occurring on and after July 1,
42 1993, and before July 1, 1997, for each degree of permanent
43 impairment from one (1) to ten (10), five hundred dollars (\$500)
44 per degree; for each degree of permanent impairment from eleven
45 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
46 each degree of permanent impairment from twenty-one (21) to

1 thirty-five (35), one thousand dollars (\$1,000) per degree; for
2 each degree of permanent impairment from thirty-six (36) to fifty
3 (50), one thousand four hundred dollars (\$1,400) per degree; for
4 each degree of permanent impairment above fifty (50), one
5 thousand seven hundred dollars (\$1,700) per degree.
6 (4) With respect to disablements occurring on and after July 1,
7 1997, and before July 1, 1998, for each degree of permanent
8 impairment from one (1) to ten (10), seven hundred fifty dollars
9 (\$750) per degree; for each degree of permanent impairment from
10 eleven (11) thirty-five (35), one thousand dollars (\$1,000) per
11 degree; for each degree of permanent impairment from thirty-six
12 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
13 degree; for each degree of permanent impairment above fifty (50),
14 one thousand seven hundred dollars (\$1,700) per degree.
15 (5) With respect to disablements occurring on and after July 1,
16 1998, and before July 1, 1999, for each degree of permanent
17 impairment from one (1) to ten (10), seven hundred fifty dollars
18 (\$750) per degree; for each degree of permanent impairment from
19 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
20 degree; for each degree of permanent impairment from thirty-six
21 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
22 degree; for each degree of permanent impairment above fifty (50),
23 one thousand seven hundred dollars (\$1,700) per degree.
24 (6) With respect to disablements occurring on and after July 1,
25 1999, **and before July 1, 2000**, for each degree of permanent
26 impairment from one (1) to ten (10), nine hundred dollars (\$900)
27 per degree; for each degree of permanent impairment from eleven
28 (11) to thirty-five (35), one thousand one hundred dollars
29 (\$1,100) per degree; for each degree of permanent impairment
30 from thirty-six (36) to fifty (50), one thousand six hundred dollars
31 (\$1,600) per degree; for each degree of permanent impairment
32 above fifty (50), two thousand dollars (\$2,000) per degree.
33 **(7) With respect to injuries occurring on and after July 1,**
34 **2000, and before July 1, 2001, for each degree of permanent**
35 **impairment from one (1) to ten (10), two thousand fifty**
36 **dollars (\$2,050) per degree; for each degree of permanent**
37 **impairment from eleven (11) to thirty-five (35), two thousand**
38 **seven hundred dollars (\$2,700) per degree; for each degree of**
39 **permanent impairment from thirty-six (36) to fifty (50), three**
40 **thousand three hundred dollars (\$3,300) per degree; for each**
41 **degree of permanent impairment above fifty (50), three**
42 **thousand nine hundred dollars (\$3,900) per degree.**
43 **(8) With respect to injuries occurring on and after July 1,**
44 **2001, and before July 1, 2002, for each degree of permanent**
45 **impairment from one (1) to ten (10), two thousand four**
46 **hundred dollars (\$2,400) per degree; for each degree of**
47 **permanent impairment from eleven (11) to thirty-five (35),**

- 1 **three thousand seventy-five dollars (\$3,075) per degree; for**
 2 **each degree of permanent impairment from thirty-six (36) to**
 3 **fifty (50), three thousand seven hundred seventy-five dollars**
 4 **(\$3,775) per degree; for each degree of permanent**
 5 **impairment above fifty (50), four thousand five hundred**
 6 **twenty-five dollars (\$4,525) per degree.**
- 7 **(9) With respect to injuries occurring on and after July 1,**
 8 **2002, for each degree of permanent impairment from one (1)**
 9 **to ten (10), two thousand seven hundred forty-seven dollars**
 10 **(\$2,747) per degree; for each degree of permanent**
 11 **impairment from eleven (11) to thirty-five (35), three**
 12 **thousand four hundred thirty-three dollars (\$3,433) per**
 13 **degree; for each degree of permanent impairment from**
 14 **thirty-six (36) to fifty (50), four thousand two hundred**
 15 **ninety-two dollars (\$4,292) per degree; for each degree of**
 16 **permanent impairment above fifty (50), five thousand three**
 17 **hundred sixty-five dollars (\$5,365) per degree.**
- 18 (i) The average weekly wages used in the determination of
 19 compensation for permanent partial impairment under subsections (g)
 20 and (h) shall not exceed the following:
- 21 (1) With respect to disablements occurring on or after July 1,
 22 1991, and before July 1, 1992, four hundred ninety-two dollars
 23 (\$492).
- 24 (2) With respect to disablements occurring on or after July 1,
 25 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 26 (3) With respect to disablements occurring on or after July 1,
 27 1993, and before July 1, 1994, five hundred ninety-one dollars
 28 (\$591).
- 29 (4) With respect to disablements occurring on or after July 1,
 30 1994, and before July 1, 1997, six hundred forty-two dollars
 31 (\$642).
- 32 (5) With respect to disablements occurring on or after July 1,
 33 1997, and before July 1, 1998, six hundred seventy-two dollars
 34 (\$672).
- 35 (6) With respect to disablements occurring on or after July 1,
 36 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 37 (7) With respect to disablements occurring on or after July 1,
 38 1999, and before July 1, 2000, seven hundred thirty-two dollars
 39 (\$732).
- 40 (8) With respect to disablements occurring on or after July 1,
 41 2000, **and before July 1, 2001**, seven hundred sixty-two dollars
 42 (\$762).
- 43 **(9) With respect to injuries occurring on or after July 1, 2001,**
 44 **and before July 1, 2002, eight hundred forty dollars (\$840).**
- 45 **(10) With respect to injuries occurring on or after July 1,**
 46 **2002, nine hundred eighteen dollars (\$918).**
- 47 (j) If any employee, only partially disabled, refuses employment

1 suitable to his capacity procured for him, he shall not be entitled to any
2 compensation at any time during the continuance of such refusal
3 unless, in the opinion of the worker's compensation board, such refusal
4 was justifiable. The employee must be served with a notice setting forth
5 the consequences of the refusal under this subsection. The notice must
6 be in a form prescribed by the worker's compensation board.

7 (k) If an employee has sustained a permanent impairment or
8 disability from an accidental injury other than an occupational disease
9 in another employment than that in which he suffered a subsequent
10 disability from an occupational disease, such as herein specified, the
11 employee shall be entitled to compensation for the subsequent
12 disability in the same amount as if the previous impairment or
13 disability had not occurred. However, if the permanent impairment or
14 disability resulting from an occupational disease for which
15 compensation is claimed results only in the aggravation or increase of
16 a previously sustained permanent impairment from an occupational
17 disease or physical condition regardless of the source or cause of such
18 previously sustained impairment from an occupational disease or
19 physical condition, the board shall determine the extent of the
20 previously sustained permanent impairment from an occupational
21 disease or physical condition as well as the extent of the aggravation or
22 increase resulting from the subsequent permanent impairment or
23 disability, and shall award compensation only for that part of said
24 occupational disease or physical condition resulting from the
25 subsequent permanent impairment. An amputation of any part of the
26 body or loss of any or all of the vision of one (1) or both eyes caused by
27 an occupational disease shall be considered as a permanent impairment
28 or physical condition.

29 (l) If an employee suffers a disablement from occupational disease
30 for which compensation is payable while the employee is still receiving
31 or entitled to compensation for a previous injury by accident or
32 disability by occupational disease in the same employment, he shall not
33 at the same time be entitled to compensation for both, unless it be for
34 a permanent injury, such as specified in subsection (g)(1), (g)(2),
35 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to
36 compensation for that disability and from the time of that disability
37 which will cover the longest period and the largest amount payable
38 under this chapter.

39 (m) If an employee receives a permanent disability from
40 occupational disease such as specified in subsection (g)(1), (g)(2),
41 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent
42 disability in the same employment the employee shall be entitled to
43 compensation for both such disabilities, but the total compensation
44 shall be paid by extending the period and not by increasing the amount
45 of weekly compensation and, when such previous and subsequent
46 permanent disabilities, in combination result in total permanent

1 disability or permanent total impairment, compensation shall be
2 payable for such permanent total disability or impairment, but
3 payments made for the previous disability or impairment shall be
4 deducted from the total payment of compensation due.

5 (n) When an employee has been awarded or is entitled to an award
6 of compensation for a definite period under this chapter for disability
7 from occupational disease, which disablement occurs on and after April
8 1, 1951, and prior to April 1, 1963, and such employee dies from any
9 other cause than such occupational disease, payment of the unpaid
10 balance of such compensation, not exceeding three hundred (300)
11 weeks, shall be made to the employee's dependents of the second and
12 third class as defined in sections 11 through 14 of this chapter, and
13 compensation, not exceeding five hundred (500) weeks, shall be made
14 to the employee's dependents of the first class as defined in sections 11
15 through 14 of this chapter. When an employee has been awarded or is
16 entitled to an award of compensation for a definite period from an
17 occupational disease wherein disablement occurs on and after April 1,
18 1963, and such employee dies from other causes than such
19 occupational disease, payment of the unpaid balance of such
20 compensation not exceeding three hundred fifty (350) weeks shall be
21 paid to the employee's dependents of the second and third class as
22 defined in sections 11 through 14 of this chapter and compensation, not
23 exceeding five hundred (500) weeks shall be made to the employee's
24 dependents of the first class as defined in sections 11 through 14 of this
25 chapter.

26 (o) Any payment made by the employer to the employee during the
27 period of the employee's disability, or to the employee's dependents,
28 which, by the terms of this chapter, was not due and payable when
29 made, may, subject to the approval of the worker's compensation board,
30 be deducted from the amount to be paid as compensation, but such
31 deduction shall be made from the distal end of the period during which
32 compensation must be paid, except in cases of temporary disability.

33 (p) When so provided in the compensation agreement or in the
34 award of the worker's compensation board, compensation may be paid
35 semimonthly, or monthly, instead of weekly.

36 (q) When the aggregate payments of compensation awarded by
37 agreement or upon hearing to an employee or dependent under eighteen
38 (18) years of age do not exceed one hundred dollars (\$100), the
39 payment thereof may be made directly to such employee or dependent,
40 except when the worker's compensation board shall order otherwise.

41 Whenever the aggregate payments of compensation, due to any
42 person under eighteen (18) years of age, exceed one hundred dollars
43 (\$100), the payment thereof shall be made to a trustee, appointed by the
44 circuit or superior court, or to a duly qualified guardian, or, upon the
45 order of the worker's compensation board, to a parent or to such minor
46 person. The payment of compensation, due to any person eighteen (18)

1 years of age or over, may be made directly to such person.

2 (r) If an employee, or a dependent, is mentally incompetent, or a
3 minor at the time when any right or privilege accrues to the employee
4 under this chapter, the employee's guardian or trustee may, in the
5 employee's behalf, claim and exercise such right and privilege.

6 (s) All compensation payments named and provided for in this
7 section, shall mean and be defined to be for only such occupational
8 diseases and disabilities therefrom as are proved by competent
9 evidence, of which there are or have been objective conditions or
10 symptoms proven, not within the physical or mental control of the
11 employee himself.

12 SECTION 9. IC 22-3-7-16.1 IS ADDED TO THE INDIANA CODE
13 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
14 1, 2000]: **Sec. 16.1. (a) As used in this section, "board" refers to the
15 worker's compensation board created under IC 22-3-1-1.**

16 **(b) If an employee who from an occupational disease becomes
17 permanently and totally impaired by reason of the loss, or loss of
18 use of, another such member or eye, the employer shall be liable
19 only for the compensation payable for the second injury. However,
20 in addition to such compensation and after the completion of the
21 payment therefor, the employee shall be paid the remainder of the
22 compensation that would be due for the total permanent
23 impairment out of a special fund known as the occupational disease
24 second injury fund.**

25 **(c) Whenever the board determines under the procedures set
26 forth in subsection (d) that an assessment is necessary to ensure
27 that fund beneficiaries continue to receive compensation in a timely
28 manner for a reasonable prospective period, the board shall send
29 notice not later than October 1 in any year to:**

30 **(1) all insurance carriers and other entities insuring or
31 providing coverage to employers who are or may be liable
32 under this article to pay compensation for personal injuries to
33 or the death of one (1) of their employees from an
34 occupational disease; and**

35 **(2) each employer carrying the employer's own risk for
36 personal injuries to or the death of one (1) of their employees
37 from an occupational disease;**

38 **stating that an assessment is necessary. The board may conduct an
39 assessment under this subsection not more than one (1) time
40 annually. Every insurance carrier insuring employers who are or
41 may be liable under this article to pay compensation for
42 disablement or death from occupational diseases of their employees
43 under this article and every employer carrying the employer's own
44 risk shall, not later than thirty (30) days after receiving notice from
45 the board, pay to the worker's compensation board for the benefit
46 of a fund to be known as the occupational diseases second injury
47 fund. The payment shall be in a sum equal to one and one-half**

1 percent (1.5%) of the total amount of all payments under this
2 chapter for occupational diseases paid to employees with
3 occupational diseases or their beneficiaries under this chapter for
4 the calendar year next preceding the due date of such payment. If
5 the amount to the credit of the occupational diseases second injury
6 fund as of October 1 of any year exceeds one million dollars
7 (\$1,000,000), the payments of one and one-half percent (1.5%) shall
8 not be assessed or collected during the ensuing year. But when on
9 October 1 of any year the amount to the credit of the fund is less
10 than one million dollars (\$1,000,000), the payments of one and
11 one-half percent (1.5%) of the total amount of all payments under
12 this chapter for occupational diseases paid to employees with
13 occupational diseases or their beneficiaries under this chapter for
14 the calendar year next preceding that date shall be resumed and
15 paid into the fund.

16 (d) The board shall enter into a contract with an actuary or
17 another qualified firm that has experience in calculating worker's
18 compensation liabilities. Not later than September 1 of each year,
19 the actuary or other qualified firm shall calculate the
20 recommended funding level of the fund based on the previous
21 year's claims and inform the board of the results of the calculation.
22 If the amount to the credit of the fund is less than the amount
23 required under subsection (c), the board may conduct an
24 assessment under subsection (c). The board shall pay the costs of
25 the contract under this subsection with money in the fund.

26 (e) An assessment collected under subsection (c) on an employer
27 who is not self-insured must be assessed through a surcharge based
28 on the employer's premium. An assessment collected under
29 subsection (c) does not constitute an element of loss, but for the
30 purpose of collection shall be treated as a separate cost imposed
31 upon insured employers. A premium surcharge under this
32 subsection must be collected at the same time and in the same
33 manner in which the premium for coverage is collected, and must
34 be shown as a separate amount on a premium statement. A
35 premium surcharge under this subsection must be excluded from
36 the definition of premium for all purposes, including the
37 computation of agent commissions or premium taxes. However, an
38 insurer may cancel a worker's compensation policy for
39 nonpayment of the premium surcharge. A cancellation under this
40 subsection must be carried out under the statutes applicable to the
41 nonpayment of premiums.

42 (f) The sums under this section shall be paid by the worker's
43 compensation board to the treasurer of state, to be deposited in a
44 special account known as the occupational diseases second injury
45 fund. The funds are not part of the state general fund. Any balance
46 remaining in the account at the end of any fiscal year does not
47 revert to the state general fund. The funds shall be used only for

1 the payment of awards of compensation and expense of medical
 2 examinations or treatment made and ordered by the board and
 3 chargeable against the occupational diseases second injury fund
 4 under this section and shall be paid for that purpose by the
 5 treasurer of state upon award or order of the board.

6 (g) If an employee who is entitled to compensation under this
 7 chapter either:

8 (1) exhausts the maximum benefits under section 19 of this
 9 chapter without having received the full amount of award

10 granted to the employee under section 16 of this chapter; or

11 (2) exhausts the employee's benefits under section 16 of this
 12 chapter;

13 the employee may apply to the worker's compensation board,
 14 which may award the employee compensation from the
 15 occupational diseases second injury fund established by this
 16 section, as provided under subsection (b).

17 (h) An employee who has exhausted the employee's maximum
 18 benefits under section 10 of this chapter may be awarded
 19 additional compensation equal to sixty-six and two-thirds percent
 20 (66 2/3%) of the employee's average weekly wage at the time of the
 21 employee's disablement from occupational disease, not to exceed
 22 the maximum then applicable under section 19 of this chapter for
 23 a period not to exceed one hundred fifty (150) weeks upon
 24 competent evidence sufficient to establish:

25 (1) that the employee is totally and permanently disabled from
 26 an occupational disease (as defined in section 10 of this
 27 chapter) of which there are or have been objective conditions
 28 and symptoms proven that are not within the physical or
 29 mental control of the employee; and

30 (2) that the employee is unable to support the employee in any
 31 gainful employment, not associated with rehabilitative or
 32 vocational therapy.

33 (i) The additional award may be renewed during the employee's
 34 total and permanent disability after appropriate hearings by the
 35 worker's compensation board for successive periods not to exceed
 36 one hundred fifty (150) weeks each.

37 SECTION 10. IC 22-3-7-17 IS AMENDED TO READ AS
 38 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. (a) During the
 39 period of disablement, the employer shall furnish or cause to be
 40 furnished, free of charge to the employee, an attending physician for
 41 the treatment of his occupational disease, and in addition thereto such
 42 surgical, hospital, and nursing services and supplies as the attending
 43 physician or the worker's compensation board may deem necessary. If
 44 the employee is requested or required by the employer to submit to
 45 treatment outside the county of employment, ~~said~~ the employer shall
 46 also pay the reasonable expense of travel, food, and lodging necessary
 47 during the travel, but not to exceed the amount paid at the time of ~~said~~

1 **the travel by the state of Indiana to its employees. If the treatment or**
2 **travel to or from the place of treatment causes a loss of working**
3 **time to the employee, the employer shall reimburse the employee**
4 **for the loss of wages using the basis of the employee's average daily**
5 **wage.**

6 (b) During the period of disablement resulting from the occupational
7 disease, the employer shall furnish such physician, services, and
8 supplies, and the worker's compensation board may, on proper
9 application of either party, require that treatment by such physician and
10 such services and supplies be furnished by or on behalf of the employer
11 as the board may deem reasonably necessary.

12 (c) **No representative of the employer or insurance carrier,**
13 **including case managers or rehabilitation nurses, may be present**
14 **at any treatment of an employee with an occupational disease**
15 **without the express written consent of the employee and the**
16 **treating medical personnel. At the time of any medical treatment**
17 **that a representative of the employer wishes to attend, the**
18 **representative of the employer shall inform the employee with an**
19 **occupational disease and treating medical personnel that their**
20 **written consent is required before the attendance of the employer's**
21 **representative. The employee's compensation and benefits may not**
22 **be jeopardized in any way due to the employee's failure or refusal**
23 **to complete a written waiver allowing the attendance of the**
24 **employer's representative. The employer's representative may not**
25 **in any way cause the employee to believe that the employee's**
26 **compensation and benefits will be terminated if the employee fails**
27 **or refuses to complete a written waiver allowing the attendance of**
28 **the employer's representative. The written waivers shall be**
29 **executed on forms prescribed by the board.**

30 (d) After an employee's occupational disease has been adjudicated
31 by agreement or award on the basis of permanent partial impairment
32 and within the statutory period for review in such case as provided in
33 section 27(i) of this chapter, the employer may continue to furnish a
34 physician or a surgeon and other medical services and supplies, and the
35 board may, within such statutory period for review as provided in
36 section 27(i) of this chapter, on a proper application of either party,
37 require that treatment by such physician or surgeon and such services
38 and supplies be furnished by and on behalf of the employer as the
39 board may deem necessary to limit or reduce the amount and extent of
40 such impairment. The refusal of the employee to accept such services
41 and supplies when so provided by or on behalf of the employer, shall
42 bar the employee from all compensation otherwise payable during the
43 period of such refusal and his right to prosecute any proceeding under
44 this chapter shall be suspended and abated until such refusal ceases.
45 The employee must be served with a notice setting forth the
46 consequences of the refusal under this section. The notice must be in
47 a form prescribed by the worker's compensation board. No

1 compensation for permanent total impairment, permanent partial
 2 impairment, permanent disfigurement, or death shall be paid or payable
 3 for that part or portion of such impairment, disfigurement, or death
 4 which is the result of the failure of such employee to accept such
 5 treatment, services, and supplies, provided that an employer may at any
 6 time permit an employee to have treatment for his disease or injury by
 7 spiritual means or prayer in lieu of such physician, services, and
 8 supplies.

9 ~~(e)~~ (e) Regardless of when it occurs, where a compensable
 10 occupational disease results in the amputation of a body part, the
 11 enucleation of an eye, or the loss of natural teeth, the employer shall
 12 furnish an appropriate artificial member, braces, and prosthodontics.
 13 The cost of repairs to or replacements for the artificial members,
 14 braces, or prosthodontics that result from a compensable occupational
 15 disease pursuant to a prior award and are required due to either medical
 16 necessity or normal wear and tear, determined according to the
 17 employee's individual use, but not abuse, of the artificial member,
 18 braces, or prosthodontics, shall be paid from the second injury fund
 19 upon order or award of the worker's compensation board. The
 20 employee is not required to meet any other requirement for admission
 21 to the second injury fund.

22 ~~(d)~~ (f) If an emergency or because of the employer's failure to
 23 provide such attending physician or such surgical, hospital, or nurse's
 24 services and supplies or such treatment by spiritual means or prayer as
 25 specified in this section, or for other good reason, a physician other
 26 than that provided by the employer treats the diseased employee within
 27 the period of disability, or necessary and proper surgical, hospital, or
 28 nurse's services and supplies are procured within ~~said~~ the period, the
 29 reasonable cost of such services and supplies shall, subject to approval
 30 of the worker's compensation board, be paid by the employer.

31 ~~(e)~~ (g) This section may not be construed to prohibit an agreement
 32 between an employer and employees that has the approval of the board
 33 and that:

- 34 (1) binds the parties to medical care furnished by providers
- 35 selected by agreement before or after disablement; or
- 36 (2) makes the findings of a provider chosen in this manner
- 37 binding upon the parties.

38 ~~(f)~~ (h) The employee and the employee's estate do not have liability
 39 to a health care provider for payment for services obtained under this
 40 section. The right to order payment for all services provided under this
 41 chapter is solely with the board. All claims by a health care provider for
 42 payment for services are against the employer and the employer's
 43 insurance carrier, if any, and must be made with the board under this
 44 chapter.

45 (i) **After medical treatment has commenced, neither the**
 46 **employer nor the insurance carrier is entitled to transfer or**

1 **otherwise redirect treatment to other treating medical personnel,**
 2 **except in an emergency situation, unless the employee requests the**
 3 **transfer or redirected treatment, the treating medical personnel**
 4 **requests discontinuance of providing treatment, or there is other**
 5 **good cause. If the employer or insurance carrier wishes to transfer**
 6 **treatment for good cause, a transfer may not be permitted unless**
 7 **and until the board issues an order granting the request. The**
 8 **request shall be made on forms prescribed by the board.**

9 SECTION 11. IC 22-3-7-19 IS AMENDED TO READ AS
 10 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) In computing
 11 compensation for temporary total disability, temporary partial
 12 disability, and total permanent disability under this law with respect to
 13 occupational diseases occurring:

14 (1) on and after July 1, 1974, and before July 1, 1976, the average
 15 weekly wages shall be considered to be:

16 (A) not more than one hundred thirty-five dollars (\$135); and

17 (B) not less than seventy-five dollars (\$75);

18 (2) on and after July 1, 1976, and before July 1, 1977, the average
 19 weekly wages shall be considered to be:

20 (A) not more than one hundred fifty-six dollars (\$156); and

21 (B) not less than seventy-five dollars (\$75);

22 (3) on and after July 1, 1977, and before July 1, 1979, the average
 23 weekly wages are considered to be:

24 (A) not more than one hundred eighty dollars (\$180); and

25 (B) not less than seventy-five dollars (\$75);

26 (4) on and after July 1, 1979, and before July 1, 1980, the average
 27 weekly wages are considered to be:

28 (A) not more than one hundred ninety-five dollars (\$195); and

29 (B) not less than seventy-five dollars (\$75);

30 (5) on and after July 1, 1980, and before July 1, 1983, the average
 31 weekly wages are considered to be:

32 (A) not more than two hundred ten dollars (\$210); and

33 (B) not less than seventy-five dollars (\$75);

34 (6) on and after July 1, 1983, and before July 1, 1984, the average
 35 weekly wages are considered to be:

36 (A) not more than two hundred thirty-four dollars (\$234); and

37 (B) not less than seventy-five dollars (\$75); and

38 (7) on and after July 1, 1984, and before July 1, 1985, the average
 39 weekly wages are considered to be:

40 (A) not more than two hundred forty-nine dollars (\$249); and

41 (B) not less than seventy-five dollars (\$75).

42 (b) In computing compensation for temporary total disability,
 43 temporary partial disability, and total permanent disability, with respect
 44 to occupational diseases occurring on and after July 1, 1985, and before
 45 July 1, 1986, the average weekly wages are considered to be:

46 (1) not more than two hundred sixty-seven dollars (\$267); and

- 1 (2) not less than seventy-five dollars (\$75).
- 2 (c) In computing compensation for temporary total disability,
3 temporary partial disability, and total permanent disability, with respect
4 to occupational diseases occurring on and after July 1, 1986, and before
5 July 1, 1988, the average weekly wages are considered to be:
6 (1) not more than two hundred eighty-five dollars (\$285); and
7 (2) not less than seventy-five dollars (\$75).
- 8 (d) In computing compensation for temporary total disability,
9 temporary partial disability, and total permanent disability, with respect
10 to occupational diseases occurring on and after July 1, 1988, and before
11 July 1, 1989, the average weekly wages are considered to be:
12 (1) not more than three hundred eighty-four dollars (\$384); and
13 (2) not less than seventy-five dollars (\$75).
- 14 (e) In computing compensation for temporary total disability,
15 temporary partial disability, and total permanent disability, with respect
16 to occupational diseases occurring on and after July 1, 1989, and before
17 July 1, 1990, the average weekly wages are considered to be:
18 (1) not more than four hundred eleven dollars (\$411); and
19 (2) not less than seventy-five dollars (\$75).
- 20 (f) In computing compensation for temporary total disability,
21 temporary partial disability, and total permanent disability, with respect
22 to occupational diseases occurring on and after July 1, 1990, and before
23 July 1, 1991, the average weekly wages are considered to be:
24 (1) not more than four hundred forty-one dollars (\$441); and
25 (2) not less than seventy-five dollars (\$75).
- 26 (g) In computing compensation for temporary total disability,
27 temporary partial disability, and total permanent disability, with respect
28 to occupational diseases occurring on and after July 1, 1991, and before
29 July 1, 1992, the average weekly wages are considered to be:
30 (1) not more than four hundred ninety-two dollars (\$492); and
31 (2) not less than seventy-five dollars (\$75).
- 32 (h) In computing compensation for temporary total disability,
33 temporary partial disability, and total permanent disability, with respect
34 to occupational diseases occurring on and after July 1, 1992, and before
35 July 1, 1993, the average weekly wages are considered to be:
36 (1) not more than five hundred forty dollars (\$540); and
37 (2) not less than seventy-five dollars (\$75).
- 38 (i) In computing compensation for temporary total disability,
39 temporary partial disability, and total permanent disability, with respect
40 to occupational diseases occurring on and after July 1, 1993, and before
41 July 1, 1994, the average weekly wages are considered to be:
42 (1) not more than five hundred ninety-one dollars (\$591); and
43 (2) not less than seventy-five dollars (\$75).
- 44 (j) In computing compensation for temporary total disability,
45 temporary partial disability and total permanent disability, with respect
46 to occupational diseases occurring on and after July 1, 1994, and before

- 1 July 1, 1997, the average weekly wages are considered to be:
 2 (1) not more than six hundred forty-two dollars (\$642); and
 3 (2) not less than seventy-five dollars (\$75).
 4 (k) In computing compensation for temporary total disability,
 5 temporary partial disability, and total permanent disability, the average
 6 weekly wages are considered to be:
 7 (1) with respect to occupational diseases occurring on and after
 8 July 1, 1997, and before July 1, 1998:
 9 (A) not more than six hundred seventy-two dollars (\$672); and
 10 (B) not less than seventy-five dollars (\$75);
 11 (2) with respect to occupational diseases occurring on and after
 12 July 1, 1998, and before July 1, 1999:
 13 (A) not more than seven hundred two dollars (\$702); and
 14 (B) not less than seventy-five dollars (\$75);
 15 (3) with respect to occupational diseases occurring on and after
 16 July 1, 1999, and before July 1, 2000:
 17 (A) not more than seven hundred thirty-two dollars (\$732);
 18 and
 19 (B) not less than seventy-five dollars (\$75); ~~and~~
 20 (4) with respect to occupational diseases ~~occurring~~ **occurring** on
 21 and after July 1, 2000, **and before July 1, 2001:**
 22 (A) not more than seven hundred sixty-two dollars (\$762); and
 23 (B) not less than seventy-five dollars (\$75);
 24 **(5) with respect to injuries occurring on and after July 1,**
 25 **2001, and before July 1, 2002:**
 26 **(A) not more than eight hundred forty dollars (\$840); and**
 27 **(B) not less than seventy-five dollars (\$75); and**
 28 **(6) with respect to injuries occurring on and after July 1,**
 29 **2002:**
 30 **(A) not more than nine hundred eighteen dollars (\$918);**
 31 **and**
 32 **(B) not less than seventy-five dollars (\$75).**
 33 (l) The maximum compensation that shall be paid for occupational
 34 disease and its results under any one (1) or more provisions of this
 35 chapter with respect to disability or death occurring:
 36 (1) on and after July 1, 1974, and before July 1, 1976, shall not
 37 exceed forty-five thousand dollars (\$45,000) in any case;
 38 (2) on and after July 1, 1976, and before July 1, 1977, shall not
 39 exceed fifty-two thousand dollars (\$52,000) in any case;
 40 (3) on and after July 1, 1977, and before July 1, 1979, may not
 41 exceed sixty thousand dollars (\$60,000) in any case;
 42 (4) on and after July 1, 1979, and before July 1, 1980, may not
 43 exceed sixty-five thousand dollars (\$65,000) in any case;
 44 (5) on and after July 1, 1980, and before July 1, 1983, may not
 45 exceed seventy thousand dollars (\$70,000) in any case;
 46 (6) on and after July 1, 1983, and before July 1, 1984, may not

1 exceed seventy-eight thousand dollars (\$78,000) in any case; and
2 (7) on and after July 1, 1984, and before July 1, 1985, may not
3 exceed eighty-three thousand dollars (\$83,000) in any case.

4 (m) The maximum compensation with respect to disability or death
5 occurring on and after July 1, 1985, and before July 1, 1986, which
6 shall be paid for occupational disease and the results thereof under the
7 provisions of this chapter or under any combination of its provisions
8 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
9 The maximum compensation with respect to disability or death
10 occurring on and after July 1, 1986, and before July 1, 1988, which
11 shall be paid for occupational disease and the results thereof under the
12 provisions of this chapter or under any combination of its provisions
13 may not exceed ninety-five thousand dollars (\$95,000) in any case. The
14 maximum compensation with respect to disability or death occurring
15 on and after July 1, 1988, and before July 1, 1989, that shall be paid for
16 occupational disease and the results thereof under this chapter or under
17 any combination of its provisions may not exceed one hundred
18 twenty-eight thousand dollars (\$128,000) in any case.

19 (n) The maximum compensation with respect to disability or death
20 occurring on and after July 1, 1989, and before July 1, 1990, that shall
21 be paid for occupational disease and the results thereof under this
22 chapter or under any combination of its provisions may not exceed one
23 hundred thirty-seven thousand dollars (\$137,000) in any case.

24 (o) The maximum compensation with respect to disability or death
25 occurring on and after July 1, 1990, and before July 1, 1991, that shall
26 be paid for occupational disease and the results thereof under this
27 chapter or under any combination of its provisions may not exceed one
28 hundred forty-seven thousand dollars (\$147,000) in any case.

29 (p) The maximum compensation with respect to disability or death
30 occurring on and after July 1, 1991, and before July 1, 1992, that shall
31 be paid for occupational disease and the results thereof under this
32 chapter or under any combination of the provisions of this chapter may
33 not exceed one hundred sixty-four thousand dollars (\$164,000) in any
34 case.

35 (q) The maximum compensation with respect to disability or death
36 occurring on and after July 1, 1992, and before July 1, 1993, that shall
37 be paid for occupational disease and the results thereof under this
38 chapter or under any combination of the provisions of this chapter may
39 not exceed one hundred eighty thousand dollars (\$180,000) in any case.

40 (r) The maximum compensation with respect to disability or death
41 occurring on and after July 1, 1993, and before July 1, 1994, that shall
42 be paid for occupational disease and the results thereof under this
43 chapter or under any combination of the provisions of this chapter may
44 not exceed one hundred ninety-seven thousand dollars (\$197,000) in
45 any case.

46 (s) The maximum compensation with respect to disability or death

1 occurring on and after July 1, 1994, and before July 1, 1997, that shall
2 be paid for occupational disease and the results thereof under this
3 chapter or under any combination of the provisions of this chapter may
4 not exceed two hundred fourteen thousand dollars (\$214,000) in any
5 case.

6 (t) The maximum compensation that shall be paid for occupational
7 disease and the results of an occupational disease under this chapter or
8 under any combination of the provisions of this chapter may not exceed
9 the following amounts in any case:

10 (1) With respect to disability or death occurring on and after July
11 1, 1997, and before July 1, 1998, two hundred twenty-four
12 thousand dollars (\$224,000).

13 (2) With respect to disability or death occurring on and after July
14 1, 1998, and before July 1, 1999, two hundred thirty-four
15 thousand dollars (\$234,000).

16 (3) With respect to disability or death occurring on and after July
17 1, 1999, and before July 1, 2000, two hundred forty-four thousand
18 dollars (\$244,000).

19 (4) With respect to disability or death occurring on and after July
20 1, 2000, **and before July 1, 2001**, two hundred fifty-four
21 thousand dollars (\$254,000).

22 **(5) With respect to an injury occurring on and after July 1,**
23 **2001, and before July 1, 2002, two hundred eighty thousand**
24 **dollars (\$280,000).**

25 **(6) With respect to an injury occurring on and after July 1,**
26 **2002, three hundred six thousand dollars (\$306,000).**

27 (u) For all disabilities occurring before July 1, 1985, "average
28 weekly wages" shall mean the earnings of the injured employee in the
29 employment in which the employee was working at the time of the last
30 exposure during the period of fifty-two (52) weeks immediately
31 preceding the last day of the last exposure divided by fifty-two (52). If
32 the employee lost seven (7) or more calendar days during the period,
33 although not in the same week, then the earnings for the remainder of
34 the fifty-two (52) weeks shall be divided by the number of weeks and
35 parts thereof remaining after the time lost has been deducted. Where
36 the employment prior to the last day of the last exposure extended over
37 a period of less than fifty-two (52) weeks, the method of dividing the
38 earnings during that period by the number of weeks and parts thereof
39 during which the employee earned wages shall be followed if results
40 just and fair to both parties will be obtained. Where by reason of the
41 shortness of the time during which the employee has been in the
42 employment of the employer or of the casual nature or terms of the
43 employment it is impracticable to compute the average weekly wages
44 as above defined, regard shall be had to the average weekly amount
45 which, during the fifty-two (52) weeks previous to the last day of the
46 last exposure, was being earned by a person in the same grade

1 employed at the same work by the same employer, or if there is no
2 person so employed, by a person in the same grade employed in that
3 same class of employment in the same district. Whenever allowances
4 of any character are made to an employee in lieu of wages or a
5 specified part of the wage contract, they shall be deemed a part of the
6 employee's earnings.

7 (v) For all disabilities occurring on and after July 1, 1985, "average
8 weekly wages" means the earnings of the injured employee during the
9 period of fifty-two (52) weeks immediately preceding the disability
10 divided by fifty-two (52). If the employee lost seven (7) or more
11 calendar days during the period, although not in the same week, then
12 the earnings for the remainder of the fifty-two (52) weeks shall be
13 divided by the number of weeks and parts of weeks remaining after the
14 time lost has been deducted. If employment before the date of disability
15 extended over a period of less than fifty-two (52) weeks, the method of
16 dividing the earnings during that period by the number of weeks and
17 parts of weeks during which the employee earned wages shall be
18 followed if results just and fair to both parties will be obtained. If by
19 reason of the shortness of the time during which the employee has been
20 in the employment of the employer or of the casual nature or terms of
21 the employment it is impracticable to compute the average weekly
22 wages for the employee, the employee's average weekly wages shall be
23 considered to be the average weekly amount that, during the fifty-two
24 (52) weeks before the date of disability, was being earned by a person
25 in the same grade employed at the same work by the same employer or,
26 if there is no person so employed, by a person in the same grade
27 employed in that same class of employment in the same district.
28 Whenever allowances of any character are made to an employee
29 instead of wages or a specified part of the wage contract, they shall be
30 considered a part of the employee's earnings.

31 (w) The provisions of this article may not be construed to result in
32 an award of benefits in which the number of weeks paid or to be paid
33 for temporary total disability, temporary partial disability, or permanent
34 total disability benefits combined exceeds five hundred (500) weeks.
35 This section shall not be construed to prevent a person from applying
36 for an award under IC 22-3-3-13. However, in case of permanent total
37 disability resulting from a disablement occurring on or after January 1,
38 1998, the minimum total benefit shall not be less than seventy-five
39 thousand dollars (\$75,000).

40 SECTION 12. IC 22-3-7-20 IS AMENDED TO READ AS
41 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 20. (a) After
42 disablement and during the period of claimed resulting disability or
43 impairment, the employee, if so requested by the employee's employer
44 or ordered by the worker's compensation board, shall submit to an
45 examination at reasonable times and places by a duly qualified
46 physician or surgeon designated and paid by the employer or by order

1 of the board. The employee shall have the right to have present at any
2 such examination any duly qualified physician or surgeon provided and
3 paid for by the employee. No fact communicated to or otherwise
4 learned by any physician or surgeon who may have attended or
5 examined the employee, or who may have been present at any
6 examination, shall be privileged either in the hearings provided for in
7 this chapter, or in any action at law brought to recover damages against
8 any employer who is subject to the compensation provisions of this
9 chapter. If the employee refuses to submit to, or in any way obstructs
10 the examinations, the employee's right to compensation and right to
11 take or prosecute any proceedings under this chapter shall be
12 suspended until the refusal or obstruction ceases. No compensation
13 shall at any time be payable for the period of suspension unless in the
14 opinion of the board, the circumstances justified the refusal or
15 obstruction. The employee must be served with a notice setting forth
16 the consequences of the refusal under this subsection. The notice must
17 be in a form prescribed by the worker's compensation board.

18 (b) Any employer requesting an examination of any employee
19 residing within Indiana shall pay, in advance of the time fixed for the
20 examination, sufficient money to defray the necessary expenses of
21 travel by the most convenient means to and from the place of
22 examination, and the cost of meals and lodging necessary during the
23 travel. If the method of travel is by automobile, the mileage rate to be
24 paid by the employer shall be the rate as is then currently being paid by
25 the state to its employees under the state travel policies and procedures
26 established by the department of administration and approved by the
27 state budget agency. If the examination or travel to or from the place of
28 examination causes any loss of working time on the part of the
29 employee, the employer shall reimburse the employee for the loss of
30 wages upon the basis of such employee's average daily wage.

31 (c) When any employee injured in Indiana moves outside Indiana,
32 the travel expense and the cost of meals and lodging necessary during
33 the travel, payable under this section, shall be paid from the point in
34 Indiana nearest to the employee's then residence to the place of
35 examination. No travel and other expense shall be paid for any travel
36 and other expense required outside Indiana.

37 (d) A duly qualified physician or surgeon provided and paid for by
38 the employee may be present at an examination, if the employee so
39 desires. In all cases, where the examination is made by a physician or
40 surgeon engaged by the employer and the disabled or injured employee
41 has no physician or surgeon present at the examination, it shall be the
42 duty of the physician or surgeon making the examination to deliver to
43 the injured employee, or the employee's representative, a statement in
44 writing of the conditions evidenced by such examination. The
45 statement shall disclose all facts that are reported by the physician or
46 surgeon to the employer. This statement shall be furnished to the

1 employee or the employee's representative as soon as practicable, but
2 not later than thirty (30) days before the time the case is set for hearing.
3 The statement may be submitted by either party as evidence by that
4 physician or surgeon at a hearing before the worker's compensation
5 board if the statement meets the requirements of subsection (f) (g). If
6 the physician or surgeon fails or refuses to furnish the employee or the
7 employee's representative with such statement thirty (30) days before
8 the hearing, then the statement may not be submitted as evidence, and
9 the physician shall not be permitted to testify before the worker's
10 compensation board as to any facts learned in the examination. All of
11 the requirements of this subsection apply to all subsequent
12 examinations requested by the employer.

13 (e) **No representative of the employer or insurance carrier,**
14 **including case managers or rehabilitation nurses, may be present**
15 **at any examination of an employee with an occupational disease**
16 **without the express written consent of the employee and the**
17 **treating medical personnel. At the time of any medical examination**
18 **that a representative of the employer wishes to attend, the**
19 **representative of the employer shall inform the employee with an**
20 **occupational disease and treating medical personnel that their**
21 **written consent is required before the attendance of the employer's**
22 **representative. The employee's compensation and benefits may not**
23 **be jeopardized in any way due to the employee's failure or refusal**
24 **to complete a written waiver allowing the attendance of the**
25 **employer's representative. The employer's representative may not**
26 **in any way cause the employee to believe that the employee's**
27 **compensation and benefits will be terminated if the employee fails**
28 **or refuses to complete a written waiver allowing the attendance of**
29 **the employer's representative. The written waivers shall be**
30 **executed on forms prescribed by the board.**

31 (f) In all cases where an examination of an employee is made by a
32 physician or surgeon engaged by the employee, and the employer has
33 no physician or surgeon present at such examination, it shall be the
34 duty of the physician or surgeon making the examination to deliver to
35 the employer or the employer's representative a statement in writing of
36 the conditions evidenced by such examination. The statement shall
37 disclose all the facts that are reported by such physician or surgeon to
38 the employee. The statement shall be furnished to the employer or the
39 employer's representative as soon as practicable, but not later than
40 thirty (30) days before the time the case is set for hearing. The
41 statement may be submitted by either party as evidence by that
42 physician or surgeon at a hearing before the worker's compensation
43 board if the statement meets the requirements of subsection (f) (g). If
44 the physician or surgeon fails or refuses to furnish the employer or the
45 employer's representative with such statement thirty (30) days before
46 the hearing, then the statement may not be submitted as evidence, and

1 the physician or surgeon shall not be permitted to testify before the
 2 worker's compensation board as to any facts learned in such
 3 examination. All of the requirements of this subsection apply to all
 4 subsequent examinations made by a physician or surgeon engaged by
 5 the employee.

6 ~~(f)~~ **(g)** All statements of physicians or surgeons required by this
 7 section, whether those engaged by employee or employer, shall contain
 8 the following information:

9 (1) The history of the injury, or claimed injury, as given by the
 10 patient.

11 (2) The diagnosis of the physician or surgeon concerning the
 12 patient's physical or mental condition.

13 (3) The opinion of the physician or surgeon concerning the causal
 14 relationship, if any, between the injury and the patient's physical
 15 or mental condition, including the physician's or surgeon's reasons
 16 for the opinion.

17 (4) The opinion of the physician or surgeon concerning whether
 18 the injury or claimed injury resulted in a disability or impairment
 19 and, if so, the opinion of the physician or surgeon concerning the
 20 extent of the disability or impairment and the reasons for the
 21 opinion.

22 (5) The original signature of the physician or surgeon.

23 Notwithstanding any hearsay objection, the worker's compensation
 24 board shall admit into evidence a statement that meets the requirements
 25 of this subsection unless the statement is ruled inadmissible on other
 26 grounds.

27 ~~(g)~~ **(h)** Delivery of any statement required by this section may be
 28 made to the attorney or agent of the employer or employee and such an
 29 action shall be construed as delivery to the employer or employee.

30 ~~(h)~~ **(i)** Any party may object to a statement on the basis that the
 31 statement does not meet the requirements of subsection ~~(e)~~ **(f)**. The
 32 objecting party must give written notice to the party providing the
 33 statement and specify the basis for the objection. Notice of the
 34 objection must be given no later than twenty (20) days before the
 35 hearing. Failure to object as provided in this subsection precludes any
 36 further objection as to the adequacy of the statement under subsection
 37 ~~(f)~~ **(g)**.

38 ~~(i)~~ **(j)** The employer upon proper application, or the worker's
 39 compensation board, shall have the right in any case of death to require
 40 an autopsy at the expense of the party requesting the same. If, after a
 41 hearing, the board orders an autopsy and the autopsy is refused by the
 42 surviving spouse or next of kin, in this event any claim for
 43 compensation on account of the death shall be suspended and abated
 44 during the refusal. The surviving spouse or dependent must be served
 45 with a notice setting forth the consequences of the refusal under this
 46 subsection. The notice must be in a form prescribed by the worker's

1 compensation board. No autopsy, except one performed by or on the
2 authority or order of the coroner in discharge of the coroner's duties,
3 shall be held in any case by any person without notice first being given
4 to the surviving spouse or next of kin, if they reside in Indiana or their
5 whereabouts can reasonably be ascertained, of the time and place
6 thereof, and reasonable time and opportunity shall be given such
7 surviving spouse or next of kin to have a representative or
8 representatives present to witness same. However, if such notice is not
9 given, all evidence obtained by the autopsy shall be suspended on
10 motion duly made to the board.

(Reference is to ESB as printed February 18, 2000.)

Representative Liggett