

SENATE MOTION

MR. PRESIDENT:

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

1 Delete everything after the enacting clause and insert the
2 following:
3 SECTION 1. IC 22-3-3-4 IS AMENDED TO READ AS FOLLOWS
4 [EFFECTIVE JULY 1, 2000]: Sec. 4. (a) After an injury and prior to
5 an adjudication of permanent impairment, the employer shall furnish
6 or cause to be furnished, free of charge to the employee, an attending
7 physician for the treatment of his injuries, and in addition thereto such
8 surgical, hospital and nursing services and supplies as the attending
9 physician or the worker's compensation board may deem necessary. If
10 the employee is requested or required by the employer to submit to
11 treatment outside the county of employment, the employer shall also
12 pay the reasonable expense of travel, food, and lodging necessary
13 during the travel, but not to exceed the amount paid at the time of the
14 travel by the state to its employees under the state travel policies and
15 procedures established by the department of administration and
16 approved by the state budget agency. **If the treatment or travel to or**
17 **from the place of treatment causes a loss of working time to the**
18 **employee, the employer shall reimburse the employee for the loss**
19 **of wages using the basis of the employee's average daily wage.**
20 (b) During the period of temporary total disability resulting from
21 the injury, the employer shall furnish the physician services, and
22 supplies, and the worker's compensation board may, on proper
23 application of either party, require that treatment by the physician and
24 services and supplies be furnished by or on behalf of the employer as
25 the worker's compensation board may deem reasonably necessary.
26 (c) **No representative of the employer or insurance carrier,**
27 **including case managers or rehabilitation nurses, may be present**
28 **at any treatment of an injured employee without the express**
29 **written consent of the employee and the treating medical**
30 **personnel. At the time of any medical treatment that a**
31 **representative of the employer wishes to attend, the representative**
32 **of the employer shall inform the injured employee and treating**

1 **medical personnel that their written consent is required before the**
2 **attendance of the employer's representative. The employee's**
3 **compensation and benefits may not be jeopardized in any way due**
4 **to the employee's failure or refusal to complete a written waiver**
5 **allowing the attendance of the employer's representative. The**
6 **employer's representative may not in any way cause the employee**
7 **to believe that the employee's compensation and benefits will be**
8 **terminated if the employee fails or refuses to complete a written**
9 **wavier allowing the attendance of the employer's representative.**
10 **The written waivers shall be executed on forms prescribed by the**
11 **board.**

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

40 ~~(d)~~ (e) If, because of an emergency, or because of the employer's
41 failure to provide an attending physician or surgical, hospital, or
42 nursing services and supplies, or treatment by spiritual means or
43 prayer, as required by this section, or because of any other good reason,
44 a physician other than that provided by the employer treats the injured
45 employee during the period of the employee's temporary total
46 disability, or necessary and proper surgical, hospital, or nursing
47 services and supplies are procured within the period, the reasonable
48 cost of those services and supplies shall, subject to the approval of the
49 worker's compensation board, be paid by the employer.

50 ~~(e)~~ (f) Regardless of when it occurs, where a compensable injury
51 results in the amputation of a body part, the enucleation of an eye, or

1 the loss of natural teeth, the employer shall furnish an appropriate
 2 artificial member, braces, and prosthodontics. The cost of repairs to or
 3 replacements for the artificial members, braces, or prosthodontics that
 4 result from a compensable injury pursuant to a prior award and are
 5 required due to either medical necessity or normal wear and tear,
 6 determined according to the employee's individual use, but not abuse,
 7 of the artificial member, braces, or prosthodontics, shall be paid from
 8 the second injury fund upon order or award of the worker's
 9 compensation board. The employee is not required to meet any other
 10 requirement for admission to the second injury fund.

11 ~~(f)~~ (g) If an accident arising out of and in the course of
 12 employment after June 30, 1997, results in the loss of or damage to an
 13 artificial member, a brace, an implant, eyeglasses, prosthodontics, or
 14 other medically prescribed device, the employer shall repair the
 15 artificial member, brace, implant, eyeglasses, prosthodontics, or other
 16 medically prescribed device or furnish an identical or a reasonably
 17 equivalent replacement.

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

21 (1) medical care furnished by health care providers selected by
 22 agreement before or after injury; or

23 (2) the findings of a health care provider who was chosen by
 24 agreement.

25 **(i) After medical treatment has commenced, neither the**
 26 **employer nor the insurance carrier is entitled to transfer or**
 27 **otherwise redirect treatment to other treating medical personnel,**
 28 **except in an emergency situation, unless the employee requests the**
 29 **transfer or redirected treatment, the treating medical personnel**
 30 **requests discontinuance of providing treatment, or there is other**
 31 **good cause. If the employer or insurance carrier wishes to transfer**
 32 **treatment for good cause, a transfer may not be permitted unless**
 33 **and until the board issues an order granting the request. The**
 34 **request shall be made on forms prescribed by the board.**

35 SECTION 2. IC 22-3-3-6 IS AMENDED TO READ AS
 36 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury
 37 and during the period of claimed resulting disability or impairment, the
 38 employee, if so requested by the employee's employer or ordered by the
 39 industrial board, shall submit to an examination at reasonable times
 40 and places by a duly qualified physician or surgeon designated and paid
 41 by the employer or by order of the worker's compensation board. The
 42 employee shall have the right to have present at any such examination
 43 any duly qualified physician or surgeon provided and paid for by the
 44 employee. No fact communicated to, or otherwise learned by, any
 45 physician or surgeon who may have attended or examined the
 46 employee, or who may have been present at any examination, shall be
 47 privileged, either in the hearings provided for in IC 22-3-2 through
 48 IC 22-3-6, or in any action at law brought to recover damages against
 49 any employer who is subject to the compensation provisions of
 50 IC 22-3-2 through IC 22-3-6. **Upon reasonable notice and upon the**

1 **employee's presentation of a written consent for release of the**
2 **employee's health records as provided in IC 16-39-1-4, the**
3 **physician or surgeon shall supply to the employee, the employee's**
4 **attorney, or another authorized representative, the health records**
5 **(including x-rays) possessed by the physician or surgeon**
6 **concerning the employee.** If the employee refuses to submit to or in
7 any way obstructs such examinations, the employee's right to
8 compensation and his right to take or prosecute any proceedings under
9 IC 22-3-2 through IC 22-3-6 shall be suspended until such refusal or
10 obstruction ceases. No compensation shall at any time be payable for
11 the period of suspension unless in the opinion of the worker's
12 compensation board the circumstances justified the refusal or
13 obstruction. The employee must be served with a notice setting forth
14 the consequences of the refusal under this subsection. The notice must
15 be in a form prescribed by the board.

16 (b) Any employer requesting an examination of any employee
17 residing within Indiana shall pay, in advance of the time fixed for the
18 examination, sufficient money to defray the necessary expenses of
19 travel by the most convenient means to and from the place of
20 examination, and the cost of meals and lodging necessary during the
21 travel. If the method of travel is by automobile, the mileage rate to be
22 paid by the employer shall be the rate currently being paid by the state
23 to its employees under the state travel policies and procedures
24 established by the department of administration and approved by the
25 budget agency. If such examination or travel to or from the place of
26 examination causes any loss of working time on the part of the
27 employee, the employer shall reimburse the employee for such loss of
28 wages upon the basis of the employee's average daily wage. When any
29 employee injured in Indiana moves outside Indiana, the travel expense
30 and the cost of meals and lodging necessary during the travel payable
31 under this section shall be paid from the point in Indiana nearest to the
32 employee's then residence to the place of examination. No travel and
33 other expense shall be paid for any travel and other expense required
34 outside Indiana.

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

1 the employee's representative with such statement thirty (30) days
 2 before the hearing, then the statement may not be submitted as
 3 evidence, and such physician or surgeon shall not be permitted to
 4 testify before the worker's compensation board as to any facts learned
 5 in such examination. All of the requirements of this subsection apply
 6 to all subsequent examinations requested by the employer.

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

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

46 ~~(e)~~ **(f)** All statements of physicians or surgeons required by this
 47 section, whether those engaged by employee or employer, shall contain
 48 the following information:

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

- 1 (2) The diagnosis of the physician or surgeon concerning the
2 patient's physical or mental condition.
- 3 (3) The opinion of the physician or surgeon concerning the
4 causal relationship, if any, between the injury and the patient's
5 physical or mental condition, including the physician's or
6 surgeon's reasons for the opinion.
- 7 (4) The opinion of the physician or surgeon concerning whether
8 the injury or claimed injury resulted in a disability or impairment
9 and, if so, the opinion of the physician or surgeon concerning the
10 extent of the disability or impairment and the reasons for the
11 opinion.
- 12 (5) The original signature of the physician or surgeon.

13 Notwithstanding any hearsay objection, the worker's compensation
14 board shall admit into evidence a statement that meets the requirements
15 of this subsection unless the statement is ruled inadmissible on other
16 grounds.

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

20 ~~(g)~~ **(h)** Any party may object to a statement on the basis that the
21 statement does not meet the requirements of subsection ~~(e)~~ **(f)**. The
22 objecting party must give written notice to the party providing the
23 statement and specify the basis for the objection. Notice of the
24 objection must be given no later than twenty (20) days before the
25 hearing. Failure to object as provided in this subsection precludes any
26 further objection as to the adequacy of the statement under subsection
27 ~~(e)~~ **(f)**.

28 ~~(h)~~ **(i)** The employer upon proper application, or the worker's
29 compensation board, shall have the right in any case of death to require
30 an autopsy at the expense of the party requesting the same. If, after a
31 hearing, the worker's compensation board orders an autopsy and such
32 autopsy is refused by the surviving spouse or next of kin, then any
33 claim for compensation on account of such death shall be suspended
34 and abated during such refusal. The surviving spouse or dependent
35 must be served with a notice setting forth the consequences of the
36 refusal under this subsection. The notice must be in a form prescribed
37 by the worker's compensation board. No autopsy, except one performed
38 by or on the authority or order of the coroner in the discharge of the
39 coroner's duties, shall be held in any case by any person, without notice
40 first being given to the surviving spouse or next of kin, if they reside in
41 Indiana or their whereabouts can reasonably be ascertained, of the time
42 and place thereof, and reasonable time and opportunity given such
43 surviving spouse or next of kin to have a representative or
44 representatives present to witness same. However, if such notice is not
45 given, all evidence obtained by such autopsy shall be suppressed on
46 motion duly made to the worker's compensation board.

47 SECTION 3. IC 22-3-3-7 IS AMENDED TO READ AS
48 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 7. (a) Compensation
49 shall be allowed on account of injuries producing only temporary total

1 disability to work or temporary partial disability to work beginning
 2 with the eighth (8th) day of such disability except for medical benefits
 3 provided in section 4 of the chapter. Compensation shall be allowed for
 4 the first seven (7) calendar days only if the disability continues for
 5 longer than twenty-one (21) days.

6 (b) The first weekly installment of compensation for temporary
 7 disability is due fourteen (14) days after the disability begins. Not later
 8 than fifteen (15) days from the date that the first installment of
 9 compensation is due, the employer or the employer's insurance carrier
 10 shall tender to the employee or to the employee's dependents, with all
 11 compensation due, a properly prepared compensation agreement in a
 12 form prescribed by the board. Whenever an employer or the employer's
 13 insurance carrier denies or is not able to determine liability to pay
 14 compensation or benefits, the employer or the employer's insurance
 15 carrier shall notify the worker's compensation board and the employee
 16 in writing on a form prescribed by the worker's compensation board not
 17 later than thirty (30) days after the employer's knowledge of the
 18 claimed injury. If a determination of liability cannot be made within
 19 thirty (30) days, the worker's compensation board may approve an
 20 additional thirty (30) days upon a written request of the employer or the
 21 employer's insurance carrier that sets forth the reasons that the
 22 determination could not be made within thirty (30) days and states the
 23 facts or circumstances that are necessary to determine liability within
 24 the additional thirty (30) days. More than thirty (30) days of additional
 25 time may be approved by the worker's compensation board upon the
 26 filing of a petition by the employer or the employer's insurance carrier
 27 that sets forth:

- 28 (1) the extraordinary circumstances that have precluded a
- 29 determination of liability within the initial sixty (60) days;
- 30 (2) the status of the investigation on the date the petition is filed;
- 31 (3) the facts or circumstances that are necessary to make a
- 32 determination; and
- 33 (4) a timetable for the completion of the remaining investigation.

34 **If a determination of liability is not made within thirty (30) days**
 35 **and the employer is subsequently determined to be liable to pay**
 36 **compensation, the first installment of compensation must include**
 37 **the accrued weekly compensation and interest at the legal rate of**
 38 **interest specified in IC 24-4.6-1-101 computed from the date**
 39 **fourteen (14) days after the disability begins.** An employer who fails
 40 to comply with this section is subject to a civil penalty of fifty dollars
 41 (\$50), to be assessed and collected by the board upon notice and
 42 hearing. Civil penalties collected under this section shall be deposited
 43 in the state general fund.

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

- 46 (1) the employee has returned to any employment;
- 47 (2) the employee has died;
- 48 (3) the employee has refused to undergo a medical examination
- 49 under section 6 of this chapter or has refused to accept suitable
- 50 employment under section 11 of this chapter;

- 1 (4) the employee has received five hundred (500) weeks of
 2 temporary total disability benefits or has been paid the maximum
 3 compensation allowed under section 22 of this chapter; **or**
 4 (5) the employee is unable or unavailable to work for reasons
 5 unrelated to the compensable injury; **or**
 6 **(6) the employee returns to work with limitations or**
 7 **restrictions and the employer converts temporary total**
 8 **disability benefits into disabled from trade compensation**
 9 **under section 33 of this chapter.**

10 In all other cases the employer must notify the employee in writing of
 11 the employer's intent to terminate the payment of temporary total
 12 disability benefits and of the availability of employment, if any, on a
 13 form approved by the board. If the employee disagrees with the
 14 proposed termination, the employee must give written notice of
 15 disagreement to the board and the employer within seven (7) days after
 16 receipt of the notice of intent to terminate benefits. If the board and
 17 employer do not receive a notice of disagreement under this section,
 18 the employee's temporary total disability benefits shall be terminated.
 19 Upon receipt of the notice of disagreement, the board shall immediately
 20 contact the parties, which may be by telephone or other means, and
 21 attempt to resolve the disagreement. If the board is unable to resolve
 22 the disagreement within ten (10) days of receipt of the notice of
 23 disagreement, the board shall immediately arrange for an evaluation of
 24 the employee by an independent medical examiner. The independent
 25 medical examiner shall be selected by mutual agreement of the parties
 26 or, if the parties are unable to agree, appointed by the board under
 27 IC 22-3-4-11. If the independent medical examiner determines that the
 28 employee is no longer temporarily disabled or is still temporarily
 29 disabled but can return to employment that the employer has made
 30 available to the employee, or if the employee fails or refuses to appear
 31 for examination by the independent medical examiner, temporary total
 32 disability benefits may be terminated. If either party disagrees with the
 33 opinion of the independent medical examiner, the party shall apply to
 34 the board for a hearing under IC 22-3-4-5.

35 (d) An employer is not required to continue the payment of
 36 temporary total disability benefits for more than fourteen (14) days
 37 after the employer's proposed termination date unless the independent
 38 medical examiner determines that the employee is temporarily disabled
 39 and unable to return to any employment that the employer has made
 40 available to the employee.

41 (e) If it is determined that as a result of this section temporary total
 42 disability benefits were overpaid, the overpayment shall be deducted
 43 from any benefits due the employee under section 10 of this chapter
 44 and, if there are no benefits due the employee or the benefits due the
 45 employee do not equal the amount of the overpayment, the employee
 46 shall be responsible for paying any overpayment which cannot be
 47 deducted from benefits due the employee.

48 SECTION 4. IC 22-3-3-10 IS AMENDED TO READ AS
 49 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 10. (a) With respect to
 50 injuries in the following schedule occurring prior to April 1, 1951, the

1 employee shall receive in addition to temporary total disability benefits
2 not exceeding twenty-six (26) weeks on account of the injuries, a
3 weekly compensation of fifty-five percent (55%) of the employee's
4 average weekly wages. With respect to injuries in the following
5 schedule occurring on and after April 1, 1951, and prior to July 1,
6 1971, the employee shall receive in addition to temporary total
7 disability benefits not exceeding twenty-six (26) weeks on account of
8 the injuries, a weekly compensation of sixty percent (60%) of the
9 employee's average weekly wages. With respect to injuries in the
10 following schedule occurring on and after July 1, 1971, and before July
11 1, 1977, the employee shall receive in addition to temporary total
12 disability benefits not exceeding twenty-six (26) weeks on account of
13 the injuries, a weekly compensation of sixty percent (60%) of the
14 employee's average weekly wages not to exceed one hundred dollars
15 (\$100) average weekly wages, for the periods stated for the injuries.
16 With respect to injuries in the following schedule occurring on and
17 after July 1, 1977, and before July 1, 1979, the employee shall receive,
18 in addition to temporary total disability benefits not exceeding
19 twenty-six (26) weeks on account of the injury, a weekly compensation
20 of sixty percent (60%) of his average weekly wages, not to exceed one
21 hundred twenty-five dollars (\$125) average weekly wages, for the
22 period stated for the injury. With respect to injuries in the following
23 schedule occurring on and after July 1, 1979, and before July 1, 1988,
24 the employee shall receive, in addition to temporary total disability
25 benefits not to exceed fifty-two (52) weeks on account of the injury, a
26 weekly compensation of sixty percent (60%) of the employee's average
27 weekly wages, not to exceed one hundred twenty-five dollars (\$125)
28 average weekly wages, for the period stated for the injury. With respect
29 to injuries in the following schedule occurring on and after July 1,
30 1988, and before July 1, 1989, the employee shall receive, in addition
31 to temporary total disability benefits not exceeding seventy-eight (78)
32 weeks on account of the injury, a weekly compensation of sixty percent
33 (60%) of the employee's average weekly wages, not to exceed one
34 hundred sixty-six dollars (\$166) average weekly wages, for the period
35 stated for the injury.

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

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

50 (1) Amputation: For the loss by separation of the thumb, sixty

1 (60) weeks, of the index finger forty (40) weeks, of the second
2 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
3 weeks, of the fourth or little finger twenty (20) weeks, of the
4 hand by separation below the elbow joint two hundred (200)
5 weeks, or the arm above the elbow two hundred fifty (250)
6 weeks, of the big toe sixty (60) weeks, of the second toe thirty
7 (30) weeks, of the third toe twenty (20) weeks, of the fourth toe
8 fifteen (15) weeks, of the fifth or little toe ten (10) weeks, and for
9 loss occurring before April 1, 1959, by separation of the foot
10 below the knee joint one hundred fifty (150) weeks and of the
11 leg above the knee joint two hundred (200) weeks; for loss
12 occurring on and after April 1, 1959, by separation of the foot
13 below the knee joint, one hundred seventy-five (175) weeks and
14 of the leg above the knee joint two hundred twenty-five (225)
15 weeks. The loss of more than one (1) phalange of a thumb or
16 toes shall be considered as the loss of the entire thumb or toe.
17 The loss of more than two (2) phalanges of a finger shall be
18 considered as the loss of the entire finger. The loss of not more
19 than one (1) phalange of a thumb or toe shall be considered as
20 the loss of one-half (1/2) of the thumb or toe and compensation
21 shall be paid for one-half (1/2) of the period for the loss of the
22 entire thumb or toe. The loss of not more than one (1) phalange
23 of a finger shall be considered as the loss of one-third (1/3) of
24 the finger and compensation shall be paid for one-third (1/3) the
25 period for the loss of the entire finger. The loss of more than one
26 (1) phalange of the finger but not more than two (2) phalanges
27 of the finger, shall be considered as the loss of one-half (1/2) of
28 the finger and compensation shall be paid for one-half (1/2) of
29 the period for the loss of the entire finger.

30 (2) For the loss by separation of both hands or both feet or the
31 total sight of both eyes, or any two (2) such losses in the same
32 accident, five hundred (500) weeks.

33 (3) For the permanent and complete loss of vision by enucleation
34 or its reduction to one-tenth (1/10) of normal vision with glasses,
35 one hundred seventy-five (175) weeks.

36 (4) For the permanent and complete loss of hearing in one (1)
37 ear, seventy-five (75) weeks, and in both ears, two hundred (200)
38 weeks.

39 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss
40 of both testicles, one hundred fifty (150) weeks.

41 (b) With respect to injuries in the following schedule occurring
42 prior to April 1, 1951, the employee shall receive in lieu of all other
43 compensation on account of the injuries, a weekly compensation of
44 fifty-five percent (55%) of the employee's average weekly wages. With
45 respect to injuries in the following schedule occurring on and after
46 April 1, 1951, and prior to April 1, 1955, the employee shall receive in
47 lieu of all other compensation on account of the injuries a weekly
48 compensation of sixty percent (60%) of the employee's average weekly
49 wages. With respect to injuries in the following schedule occurring on
50 and after April 1, 1955, and prior to July 1, 1971, the employee shall

1 receive in addition to temporary total disability benefits not exceeding
2 twenty-six (26) weeks on account of the injuries, a weekly
3 compensation of sixty percent (60%) of the employee's average weekly
4 wages. With respect to injuries in the following schedule occurring on
5 and after July 1, 1971, and before July 1, 1977, the employee shall
6 receive in addition to temporary total disability benefits not exceeding
7 twenty-six (26) weeks on account of the injuries, a weekly
8 compensation of sixty percent (60%) of the employee's average weekly
9 wages, not to exceed one hundred dollars (\$100) average weekly
10 wages, for the period stated for such injuries respectively. With respect
11 to injuries in the following schedule occurring on and after July 1,
12 1977, and before July 1, 1979, the employee shall receive, in addition
13 to temporary total disability benefits not exceeding twenty-six (26)
14 weeks on account of the injury, a weekly compensation of sixty percent
15 (60%) of the employee's average weekly wages not to exceed one
16 hundred twenty-five dollars (\$125) average weekly wages, for the
17 period stated for the injury. With respect to injuries in the following
18 schedule occurring on and after July 1, 1979, and before July 1, 1988,
19 the employee shall receive, in addition to temporary total disability
20 benefits not exceeding fifty-two (52) weeks on account of the injury, a
21 weekly compensation of sixty percent (60%) of the employee's average
22 weekly wages not to exceed one hundred twenty-five dollars (\$125)
23 average weekly wages for the period stated for the injury. With respect
24 to injuries in the following schedule occurring on and after July 1,
25 1988, and before July 1, 1989, the employee shall receive, in addition
26 to temporary total disability benefits not exceeding seventy-eight (78)
27 weeks on account of the injury, a weekly compensation of sixty percent
28 (60%) of the employee's average weekly wages, not to exceed one
29 hundred sixty-six dollars (\$166) average weekly wages, for the period
30 stated for the injury.

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

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

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

- 1 (2) Partial loss of use: For the permanent partial loss of the use
 2 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 3 compensation shall be paid for the proportionate loss of the use
 4 of 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
 8 a total loss as specified in subsection (a)(3), compensation shall
 9 be paid for a period proportionate to the degree of such
 10 permanent reduction without correction or glasses. However,
 11 when such permanent reduction without correction or glasses
 12 would result in one hundred percent (100%) loss of vision, but
 13 correction or glasses would result in restoration of vision, then
 14 in such event compensation shall be paid for fifty percent (50%)
 15 of such total loss of vision without glasses, plus an additional
 16 amount equal to the proportionate amount of such reduction with
 17 glasses, not to 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
 21 degree 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
 25 compensation board, not exceeding five hundred (500) weeks.
- 26 (7) In all cases of permanent disfigurement which may impair
 27 the future usefulness or opportunities of the employee,
 28 compensation, in the discretion of the worker's compensation
 29 board, not exceeding two hundred (200) weeks, except that no
 30 compensation shall be payable under this subdivision where
 31 compensation is 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,
 43 seven (7) degrees of permanent impairment; of the third or ring
 44 finger, six (6) degrees of permanent impairment; of the fourth or
 45 little finger, four (4) degrees of permanent impairment; of the
 46 hand by separation below the elbow joint, forty (40) degrees of
 47 permanent impairment; of the arm above the elbow, fifty (50)
 48 degrees of permanent impairment; of the big toe, twelve (12)
 49 degrees of permanent impairment; of the second toe, six (6)
 50 degrees of permanent impairment; of the third toe, four (4)

- 1 degrees of permanent impairment; of the fourth toe, three (3)
2 degrees of permanent impairment; of the fifth or little toe, two
3 (2) degrees of permanent impairment; by separation of the foot
4 below the knee joint, thirty-five (35) degrees of permanent
5 impairment; and of the leg above the knee joint, forty-five (45)
6 degrees of permanent impairment.
- 7 (2) Amputations: For the loss by separation of any of the body
8 parts described in subdivision (1) on or after July 1, 1997, and
9 for the loss by separation of any of the body parts described in
10 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
11 values per degree applying on the date of the injury as described
12 in subsection (d) shall be multiplied by two (2). However, the
13 doubling provision of this subdivision does not apply to a loss of
14 use that is not a loss by separation.
- 15 (3) The loss of more than one (1) phalange of a thumb or toe
16 shall be considered as the loss of the entire thumb or toe. The
17 loss of more than two (2) phalanges of a finger shall be
18 considered as the loss of the entire finger. The loss of not more
19 than one (1) phalange of a thumb or toe shall be considered as
20 the loss of one-half (1/2) of the degrees of permanent
21 impairment for the loss of the entire thumb or toe. The loss of
22 not more than one (1) phalange of a finger shall be considered as
23 the loss of one-third (1/3) of the finger and compensation shall
24 be paid for one-third (1/3) of the degrees payable for the loss of
25 the entire finger. The loss of more than one (1) phalange of the
26 finger but not more than two (2) phalanges of the finger shall be
27 considered as the loss of one-half (1/2) of the finger and
28 compensation shall be paid for one-half (1/2) of the degrees
29 payable for the loss of the entire finger.
- 30 (4) For the loss by separation of both hands or both feet or the
31 total sight of both eyes or any two (2) such losses in the same
32 accident, one hundred (100) degrees of permanent impairment.
- 33 (5) For the permanent and complete loss of vision by
34 enucleation, thirty-five (35) degrees of permanent impairment.
- 35 (6) For the reduction of vision to one-tenth (1/10) of normal
36 vision with glasses, thirty-five (35) degrees of permanent
37 impairment.
- 38 (7) For the permanent and complete loss of hearing in one (1)
39 ear, fifteen (15) degrees of permanent impairment, and in both
40 ears, forty (40) degrees of permanent impairment.
- 41 (8) For the loss of one (1) testicle, ten (10) degrees of permanent
42 impairment; for the loss of both testicles, thirty (30) degrees of
43 permanent impairment.
- 44 (9) Loss of use: The total permanent loss of the use of an arm, a
45 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
46 considered as the equivalent of the loss by separation of the arm,
47 hand, thumb, finger, leg, foot, toe, or phalange, and
48 compensation shall be paid in the same amount as for the loss by
49 separation. However, the doubling provision of subdivision (2)
50 does not apply to a loss of use that is not a loss by separation.

- 1 (10) Partial loss of use: For the permanent partial loss of the use
2 of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
3 phalange, compensation shall be paid for the proportionate loss
4 of the use of the arm, hand, thumb, finger, leg, foot, toe, or
5 phalange.
- 6 (11) For injuries resulting in total permanent disability, the
7 amount payable for impairment or five hundred (500) weeks of
8 compensation, whichever is greater.
- 9 (12) For any permanent reduction of the sight of an eye less than
10 a total loss as specified in subsection (a)(3), the compensation
11 shall be paid in an amount proportionate to the degree of a
12 permanent reduction without correction or glasses. However,
13 when a permanent reduction without correction or glasses would
14 result in one hundred percent (100%) loss of vision, then
15 compensation shall be paid for fifty percent (50%) of the total
16 loss of vision without glasses, plus an additional amount equal
17 to the proportionate amount of the reduction with glasses, not to
18 exceed an additional fifty percent (50%).
- 19 (13) For any permanent reduction of the hearing of one (1) or
20 both ears, less than the total loss as specified in subsection
21 (a)(4), compensation shall be paid in an amount proportionate to
22 the degree of a permanent reduction.
- 23 (14) In all other cases of permanent partial impairment,
24 compensation proportionate to the degree of a permanent partial
25 impairment, in the discretion of the worker's compensation
26 board, not exceeding one hundred (100) degrees of permanent
27 impairment.
- 28 (15) In all cases of permanent disfigurement which may impair
29 the future usefulness or opportunities of the employee,
30 compensation, in the discretion of the worker's compensation
31 board, not exceeding forty (40) degrees of permanent
32 impairment except that no compensation shall be payable under
33 this subdivision where compensation is payable elsewhere in this
34 section.
- 35 (d) Compensation for permanent partial impairment shall be paid
36 according to the degree of permanent impairment for the injury
37 determined under subsection (c) and the following:
- 38 (1) With respect to injuries occurring on and after July 1, 1991,
39 and before July 1, 1992, for each degree of permanent
40 impairment from one (1) to thirty-five (35), five hundred dollars
41 (\$500) per degree; for each degree of permanent impairment
42 from thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
43 degree; for each degree of permanent impairment above fifty
44 (50), one thousand five hundred dollars (\$1,500) per degree.
- 45 (2) With respect to injuries occurring on and after July 1, 1992,
46 and before July 1, 1993, for each degree of permanent
47 impairment from one (1) to twenty (20), five hundred dollars
48 (\$500) per degree; for each degree of permanent impairment
49 from twenty-one (21) to thirty-five (35), eight hundred dollars
50 (\$800) per degree; for each degree of permanent impairment

1 from thirty-six (36) to fifty (50), one thousand three hundred
2 dollars (\$1,300) per degree; for each degree of permanent
3 impairment above fifty (50), one thousand seven hundred dollars
4 (\$1,700) per degree.

5 (3) With respect to injuries occurring on and after July 1, 1993,
6 and before July 1, 1997, for each degree of permanent
7 impairment from one (1) to ten (10), five hundred dollars (\$500)
8 per degree; for each degree of permanent impairment from
9 eleven (11) to twenty (20), seven hundred dollars (\$700) per
10 degree; for each degree of permanent impairment from
11 twenty-one (21) to thirty-five (35), one thousand dollars (\$1,000)
12 per degree; for each degree of permanent impairment from
13 thirty-six (36) to fifty (50), one thousand four hundred dollars
14 (\$1,400) per degree; for each degree of permanent impairment
15 above fifty (50), one thousand seven hundred dollars (\$1,700)
16 per degree.

17 (4) With respect to injuries occurring on and after July 1, 1997,
18 and before July 1, 1998, for each degree of permanent
19 impairment from one (1) to ten (10), seven hundred fifty dollars
20 (\$750) per degree; for each degree of permanent impairment
21 from eleven (11) to thirty-five (35), one thousand dollars
22 (\$1,000) per degree; for each degree of permanent impairment
23 from thirty-six (36) to fifty (50), one thousand four hundred
24 dollars (\$1,400) per degree; for each degree of permanent
25 impairment above fifty (50), one thousand seven hundred dollars
26 (\$1,700) per degree.

27 (5) With respect to injuries occurring on and after July 1, 1998,
28 and before July 1, 1999, for each degree of permanent
29 impairment from one (1) to ten (10), seven hundred fifty dollars
30 (\$750) per degree; for each degree of permanent impairment
31 from eleven (11) to thirty-five (35), one thousand dollars
32 (\$1,000) per degree; for each degree of permanent impairment
33 from thirty-six (36) to fifty (50), one thousand four hundred
34 dollars (\$1,400) per degree; for each degree of permanent
35 impairment above fifty (50), one thousand seven hundred dollars
36 (\$1,700) per degree.

37 (6) With respect to injuries occurring on and after July 1, 1999,
38 **and before July 1, 2000**, for each degree of permanent
39 impairment from one (1) to ten (10), nine hundred dollars (\$900)
40 per degree; for each degree of permanent impairment from
41 eleven (11) to thirty-five (35), one thousand one hundred dollars
42 (\$1,100) per degree; for each degree of permanent impairment
43 from thirty-six (36) to fifty (50), one thousand six hundred
44 dollars (\$1,600) per degree; for each degree of permanent
45 impairment above fifty (50), two thousand dollars (\$2,000) per
46 degree.

47 **(7) With respect to injuries occurring on and after July 1,**
48 **2000, and before July 1, 2001, for each degree of permanent**
49 **impairment from one (1) to ten (10), two thousand fifty**
50 **dollars (\$2,050) per degree; for each degree of permanent**

- 1 **impairment from eleven (11) to thirty-five (35), two thousand**
 2 **seven hundred dollars (\$2,700) per degree; for each degree**
 3 **of permanent impairment from thirty-six (36) to fifty (50),**
 4 **three thousand three hundred dollars (\$3,300) per degree;**
 5 **for each degree of permanent impairment above fifty (50),**
 6 **three thousand nine hundred dollars (\$3,900) per degree.**
 7 **(8) With respect to injuries occurring on and after July 1,**
 8 **2001, and before July 1, 2002, for each degree of permanent**
 9 **impairment from one (1) to ten (10), two thousand four**
 10 **hundred dollars (\$2,400) per degree; for each degree of**
 11 **permanent impairment from eleven (11) to thirty-five (35),**
 12 **three thousand seventy-five dollars (\$3,075) per degree; for**
 13 **each degree of permanent impairment from thirty-six (36) to**
 14 **fifty (50), three thousand seven hundred seventy-five dollars**
 15 **(\$3,775) per degree; for each degree of permanent**
 16 **impairment above fifty (50), four thousand five hundred**
 17 **twenty-five dollars (\$4,525) per degree.**
 18 **(9) With respect to injuries occurring on and after July 1,**
 19 **2002, for each degree of permanent impairment from one (1)**
 20 **to ten (10), two thousand seven hundred forty-seven dollars**
 21 **(\$2,747) per degree; for each degree of permanent**
 22 **impairment from eleven (11) to thirty-five (35), three**
 23 **thousand four hundred thirty-three dollars (\$3,433) per**
 24 **degree; for each degree of permanent impairment from**
 25 **thirty-six (36) to fifty (50), four thousand two hundred**
 26 **ninety-two dollars (\$4,292) per degree; for each degree of**
 27 **permanent impairment above fifty (50), five thousand three**
 28 **hundred sixty-five dollars (\$5,365) per degree.**
 29 (e) The average weekly wages used in the determination of
 30 compensation for permanent partial impairment under subsections (c)
 31 and (d) shall not exceed the following:
 32 (1) With respect to injuries occurring on or after July 1, 1991,
 33 and before July 1, 1992, four hundred ninety-two dollars (\$492).
 34 (2) With respect to injuries occurring on or after July 1, 1992,
 35 and before July 1, 1993, five hundred forty dollars (\$540).
 36 (3) With respect to injuries occurring on or after July 1, 1993,
 37 and before July 1, 1994, five hundred ninety-one dollars (\$591).
 38 (4) With respect to injuries occurring on or after July 1, 1994,
 39 and before July 1, 1997, six hundred forty-two dollars (\$642).
 40 (5) With respect to injuries occurring on or after July 1, 1997,
 41 and before July 1, 1998, six hundred seventy-two dollars (\$672).
 42 (6) With respect to injuries occurring on or after July 1, 1998,
 43 and before July 1, 1999, seven hundred two dollars (\$702).
 44 (7) With respect to injuries occurring on or after July 1, 1999,
 45 and before July 1, 2000, seven hundred thirty-two dollars (\$732).
 46 (8) With respect to injuries occurring on or after July 1, 2000,
 47 **and before July 1, 2001, seven hundred sixty-two dollars**
 48 **(\$762).**
 49 **(9) With respect to injuries occurring on or after July 1,**
 50 **2001, and before July 1, 2002, eight hundred thirty-eight**

1 **dollars (\$838).**
 2 **(10) With respect to injuries occurring on or after July 1,**
 3 **2002, nine hundred fourteen dollars (\$914).**

4 SECTION 5. IC 22-3-3-17 IS AMENDED TO READ AS
 5 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. On and after April
 6 1, 1965, and prior to April 1, 1969, when death results from an injury
 7 within four hundred fifty (450) weeks, there shall be paid to total
 8 dependent of said deceased, as determined by IC 22-3-3-18, 19 and 20,
 9 a weekly compensation amounting to sixty percent (60%) of the
 10 deceased's average weekly wage, until compensation so paid, when
 11 added to any compensation paid to deceased employee, shall equal four
 12 hundred fifty (450) weeks, and to partial dependents as hereinafter
 13 provided.

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

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

31 On and after July 1, 1974, and before July 1, 1976, when death
 32 results from an injury within five hundred (500) weeks, there shall be
 33 paid the total dependents of the deceased, as determined by the
 34 provisions of sections 18, 19, and 20 of this chapter, weekly
 35 compensation amounting to sixty-six and two-thirds percent (66 2/3%)
 36 of the deceased's average weekly wage, not to exceed a maximum of
 37 one hundred thirty-five dollars (\$135) average weekly wages, until the
 38 compensation so paid, when added to any compensation paid to the
 39 deceased employee, shall equal five hundred (500) weeks, and to
 40 partial dependents as hereinafter provided. On and after July 1, 1976,
 41 when death results from an injury within five hundred (500) weeks,
 42 there shall be paid the total dependents of the deceased as determined
 43 by sections 18, 19, and 20 of this chapter, weekly compensation
 44 amounting to ~~sixty-six and two-thirds percent (66 2/3%)~~ **one hundred**
 45 **percent (100%)** of the deceased's average weekly wage, as defined by
 46 IC 22-3-3-22, until the compensation paid, when added to the
 47 compensation paid to the deceased employee, equals five hundred
 48 (500) weeks, and to partial dependents, as provided in sections 18 and
 49 20 of this chapter.

50 SECTION 6. IC 22-3-3-22 IS AMENDED TO READ AS

1 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing
2 the compensation under this law with respect to injuries occurring on
3 and after April 1, 1963, and prior to April 1, 1965, the average weekly
4 wages shall be considered to be not more than seventy dollars (\$70) nor
5 less than thirty dollars (\$30). In computing the compensation under this
6 law with respect to injuries occurring on and after April 1, 1965, and
7 prior to April 1, 1967, the average weekly wages shall be considered
8 to be not more than seventy-five dollars (\$75) and not less than thirty
9 dollars (\$30). In computing the compensation under this law with
10 respect to injuries occurring on and after April 1, 1967, and prior to
11 April 1, 1969, the average weekly wages shall be considered to be not
12 more than eighty-five dollars (\$85) and not less than thirty-five dollars
13 (\$35). In computing the compensation under this law with respect to
14 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,
15 the average weekly wages shall be considered to be not more than
16 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In
17 computing the compensation under this law with respect to injuries
18 occurring on and after July 1, 1971, and prior to July 1, 1974, the
19 average weekly wages shall be considered to be: (A) Not more than: (1)
20 one hundred dollars (\$100) if no dependents; (2) one hundred five
21 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)
22 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three
23 (3) dependents; (5) one hundred twenty dollars (\$120) if four (4)
24 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)
25 or more dependents; and (B) Not less than thirty-five dollars (\$35). In
26 computing compensation for temporary total disability, temporary
27 partial disability, and total permanent disability under this law with
28 respect to injuries occurring on and after July 1, 1974, and before July
29 1, 1976, the average weekly wages shall be considered to be (A) not
30 more than one hundred thirty-five dollars (\$135), and (B) not less than
31 seventy-five dollars (\$75). However, the weekly compensation payable
32 shall in no case exceed the average weekly wages of the employee at
33 the time of the injury. In computing compensation for temporary total
34 disability, temporary partial disability and total permanent disability
35 under this law with respect to injuries occurring on and after July 1,
36 1976, and before July 1, 1977, the average weekly wages shall be
37 considered to be (1) not more than one hundred fifty-six dollars (\$156)
38 and (2) not less than seventy-five dollars (\$75). However, the weekly
39 compensation payable shall not exceed the average weekly wages of
40 the employee at the time of the injury. In computing compensation for
41 temporary total disability, temporary partial disability, and total
42 permanent disability, with respect to injuries occurring on and after
43 July 1, 1977, and before July 1, 1979, the average weekly wages are
44 considered to be (1) not more than one hundred eighty dollars (\$180);
45 and (2) not less than seventy-five dollars (\$75). However, the weekly
46 compensation payable may not exceed the average weekly wages of the
47 employee at the time of the injury. In computing compensation for
48 temporary total disability, temporary partial disability, and total
49 permanent disability, with respect to injuries occurring on and after
50 July 1, 1979, and before July 1, 1980, the average weekly wages are

1 considered to be (1) not more than one hundred ninety-five dollars
2 (\$195), and (2) not less than seventy-five dollars (\$75). However, the
3 weekly compensation payable shall not exceed the average weekly
4 wages of the employee at the time of the injury. In computing
5 compensation for temporary total disability, temporary partial
6 disability, and total permanent disability, with respect to injuries
7 occurring on and after July 1, 1980, and before July 1, 1983, the
8 average weekly wages are considered to be (1) not more than two
9 hundred ten dollars (\$210), and (2) not less than seventy-five dollars
10 (\$75). However, the weekly compensation payable shall not exceed the
11 average weekly wages of the employee at the time of the injury. In
12 computing compensation for temporary total disability, temporary
13 partial disability, and total permanent disability, with respect to injuries
14 occurring on and after July 1, 1983, and before July 1, 1984, the
15 average weekly wages are considered to be (1) not more than two
16 hundred thirty-four dollars (\$234) and (2) not less than seventy-five
17 dollars (\$75). However, the weekly compensation payable shall not
18 exceed the average weekly wages of the employee at the time of the
19 injury. In computing compensation for temporary total disability,
20 temporary partial disability, and total permanent disability, with respect
21 to injuries occurring on and after July 1, 1984, and before July 1, 1985,
22 the average weekly wages are considered to be (1) not more than two
23 hundred forty-nine dollars (\$249) and (2) not less than seventy-five
24 dollars (\$75). However, the weekly compensation payable shall not
25 exceed the average weekly wages of the employee at the time of the
26 injury. In computing compensation for temporary total disability,
27 temporary partial disability, and total permanent disability, with respect
28 to injuries occurring on and after July 1, 1985, and before July 1, 1986,
29 the average weekly wages are considered to be (1) not more than two
30 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five
31 dollars (\$75). However, the weekly compensation payable shall not
32 exceed the average weekly wages of the employee at the time of the
33 injury. In computing compensation for temporary total disability,
34 temporary partial disability, and total permanent disability, with respect
35 to injuries occurring on and after July 1, 1986, and before July 1, 1988,
36 the average weekly wages are considered to be (1) not more than two
37 hundred eighty-five dollars (\$285) and (2) not less than seventy-five
38 dollars (\$75). However, the weekly compensation payable shall not
39 exceed the average weekly wages of the employee at the time of the
40 injury. In computing compensation for temporary total disability,
41 temporary partial disability, and total permanent disability, with respect
42 to injuries occurring on and after July 1, 1988, and before July 1, 1989,
43 the average weekly wages are considered to be (1) not more than three
44 hundred eighty-four dollars (\$384) and (2) not less than seventy-five
45 dollars (\$75). However, the weekly compensation payable shall not
46 exceed the average weekly wages of the employee at the time of the
47 injury.

48 In computing compensation for temporary total disability,
49 temporary partial disability, and total permanent disability, with respect
50 to injuries occurring on and after July 1, 1989, and before July 1, 1990,

1 the average weekly wages are considered to be (1) not more than four
2 hundred eleven dollars (\$411) and (2) not less than seventy-five dollars
3 (\$75). However, the weekly compensation payable shall not exceed the
4 average weekly wages of the employee at the time of the injury.

5 In computing compensation for temporary total disability,
6 temporary partial disability, and total permanent disability, with respect
7 to injuries occurring on and after July 1, 1990, and before July 1, 1991,
8 the average weekly wages are considered to be (1) not more than four
9 hundred forty-one dollars (\$441) and (2) not less than seventy-five
10 dollars (\$75). However, the weekly compensation payable shall not
11 exceed the average weekly wages of the employee at the time of the
12 injury.

13 In computing compensation for temporary total disability,
14 temporary partial disability, and total permanent disability, with respect
15 to injuries occurring on and after July 1, 1991, and before July 1, 1992,
16 the average weekly wages are considered to be (1) not more than four
17 hundred ninety-two dollars (\$492) and (2) not less than seventy-five
18 dollars (\$75). However, the weekly compensation payable shall not
19 exceed the average weekly wages of the employee at the time of the
20 injury.

21 In computing compensation for temporary total disability,
22 temporary partial disability, and total permanent disability, with respect
23 to injuries occurring on and after July 1, 1992, and before July 1, 1993,
24 the average weekly wages are considered to be (1) not more than five
25 hundred forty dollars (\$540) and (2) not less than seventy-five dollars
26 (\$75). However, the weekly compensation payable shall not exceed the
27 average weekly wages of the employee at the time of the injury.

28 In computing compensation for temporary total disability,
29 temporary partial disability, and total permanent disability, with respect
30 to injuries occurring on and after July 1, 1993, and before July 1, 1994,
31 the average weekly wages are considered to be (1) not more than five
32 hundred ninety-one dollars (\$591) and (2) not less than seventy-five
33 dollars (\$75). However, the weekly compensation payable shall not
34 exceed the average weekly wages of the employee at the time of the
35 injury.

36 In computing compensation for temporary total disability,
37 temporary partial disability, and total permanent disability, with respect
38 to injuries occurring on and after July 1, 1994, and before July 1, 1997,
39 the average weekly wages are considered to be (1) not more than six
40 hundred forty-two dollars (\$642) and (2) not less than seventy-five
41 dollars (\$75). However, the weekly compensation payable shall not
42 exceed the average weekly wages of the employee at the time of the
43 injury.

44 (b) In computing compensation for temporary total disability,
45 temporary partial disability, and total permanent disability, the average
46 weekly wages are considered to be:

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

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

- 1 (B) not less than seventy-five dollars (\$75);
 2 (2) with respect to injuries occurring on and after July 1, 1998,
 3 and before July 1, 1999:
 4 (A) not more than seven hundred two dollars (\$702); and
 5 (B) not less than seventy-five dollars (\$75);
 6 (3) with respect to injuries occurring on and after July 1, 1999,
 7 and before July 1, 2000:
 8 (A) not more than seven hundred thirty-two dollars (\$732);
 9 and
 10 (B) not less than seventy-five dollars (\$75); ~~and~~
 11 (4) with respect to injuries occurring on and after July 1, 2000,
 12 **and before July 1, 2001:**
 13 (A) not more than seven hundred sixty-two dollars (\$762);
 14 and
 15 (B) not less than seventy-five dollars (\$75);
 16 **(5) with respect to injuries occurring on and after July 1,**
 17 **2001, and before July 1, 2002:**
 18 **(A) not more than eight hundred thirty-eight dollars**
 19 **(\$838); and**
 20 **(B) not less than seventy-five dollars (\$75); and**
 21 **(6) with respect to injuries occurring on and after July 1,**
 22 **2002:**
 23 **(A) not more than nine hundred fourteen dollars (\$914);**
 24 **and**
 25 **(B) not less than seventy-five dollars (\$75).**
- 26 However, the weekly compensation payable shall not exceed the
 27 average weekly wages of the employee at the time of the injury.
- 28 (c) For the purpose of this section only and with respect to injuries
 29 occurring on and after July 1, 1971, and prior to July 1, 1974, only, the
 30 term "dependent" as used in this section shall mean persons defined as
 31 presumptive dependents under section 19 of this chapter, except that
 32 such dependency shall be determined as of the date of the injury to the
 33 employee.
- 34 (d) With respect to any injury occurring on and after April 1, 1955,
 35 and prior to April 1, 1957, the maximum compensation exclusive of
 36 medical benefits, which shall be paid for an injury under any provisions
 37 of this law or under any combination of its provisions shall not exceed
 38 twelve thousand five hundred dollars (\$12,500) in any case. With
 39 respect to any injury occurring on and after April 1, 1957 and prior to
 40 April 1, 1963, the maximum compensation exclusive of medical
 41 benefits, which shall be paid for an injury under any provision of this
 42 law or under any combination of its provisions shall not exceed fifteen
 43 thousand dollars (\$15,000) in any case. With respect to any injury
 44 occurring on and after April 1, 1963, and prior to April 1, 1965, the
 45 maximum compensation exclusive of medical benefits, which shall be
 46 paid for an injury under any provision of this law or under any
 47 combination of its provisions shall not exceed sixteen thousand five
 48 hundred dollars (\$16,500) in any case. With respect to any injury
 49 occurring on and after April 1, 1965, and prior to April 1, 1967, the
 50 maximum compensation exclusive of medical benefits which shall be

1 paid for any injury under any provision of this law or any combination
2 of provisions shall not exceed twenty thousand dollars (\$20,000) in any
3 case. With respect to any injury occurring on and after April 1, 1967,
4 and prior to July 1, 1971, the maximum compensation exclusive of
5 medical benefits which shall be paid for an injury under any provision
6 of this law or any combination of provisions shall not exceed
7 twenty-five thousand dollars (\$25,000) in any case. With respect to any
8 injury occurring on and after July 1, 1971, and prior to July 1, 1974, the
9 maximum compensation exclusive of medical benefits which shall be
10 paid for any injury under any provision of this law or any combination
11 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
12 case. With respect to any injury occurring on and after July 1, 1974,
13 and before July 1, 1976, the maximum compensation exclusive of
14 medical benefits which shall be paid for an injury under any provision
15 of this law or any combination of provisions shall not exceed forty-five
16 thousand dollars (\$45,000) in any case. With respect to an injury
17 occurring on and after July 1, 1976, and before July 1, 1977, the
18 maximum compensation, exclusive of medical benefits, which shall be
19 paid for any injury under any provision of this law or any combination
20 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
21 any case. With respect to any injury occurring on and after July 1,
22 1977, and before July 1, 1979, the maximum compensation, exclusive
23 of medical benefits, which may be paid for an injury under any
24 provision of this law or any combination of provisions may not exceed
25 sixty thousand dollars (\$60,000) in any case. With respect to any injury
26 occurring on and after July 1, 1979, and before July 1, 1980, the
27 maximum compensation, exclusive of medical benefits, which may be
28 paid for an injury under any provisions of this law or any combination
29 of provisions may not exceed sixty-five thousand dollars (\$65,000) in
30 any case. With respect to any injury occurring on and after July 1,
31 1980, and before July 1, 1983, the maximum compensation, exclusive
32 of medical benefits, which may be paid for an injury under any
33 provisions of this law or any combination of provisions may not exceed
34 seventy thousand dollars (\$70,000) in any case. With respect to any
35 injury occurring on and after July 1, 1983, and before July 1, 1984, the
36 maximum compensation, exclusive of medical benefits, which may be
37 paid for an injury under any provisions of this law or any combination
38 of provisions may not exceed seventy-eight thousand dollars (\$78,000)
39 in any case. With respect to any injury occurring on and after July 1,
40 1984, and before July 1, 1985, the maximum compensation, exclusive
41 of medical benefits, which may be paid for an injury under any
42 provisions of this law or any combination of provisions may not exceed
43 eighty-three thousand dollars (\$83,000) in any case. With respect to
44 any injury occurring on and after July 1, 1985, and before July 1, 1986,
45 the maximum compensation, exclusive of medical benefits, which may
46 be paid for an injury under any provisions of this law or any
47 combination of provisions may not exceed eighty-nine thousand dollars
48 (\$89,000) in any case. With respect to any injury occurring on and after
49 July 1, 1986, and before July 1, 1988, the maximum compensation,
50 exclusive of medical benefits, which may be paid for an injury under

1 any provisions of this law or any combination of provisions may not
2 exceed ninety-five thousand dollars (\$95,000) in any case. With respect
3 to any injury occurring on and after July 1, 1988, and before July 1,
4 1989, the maximum compensation, exclusive of medical benefits,
5 which may be paid for an injury under any provisions of this law or any
6 combination of provisions may not exceed one hundred twenty-eight
7 thousand dollars (\$128,000) in any case.

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

13 With respect to any injury occurring on and after July 1, 1990, and
14 before July 1, 1991, the maximum compensation, exclusive of medical
15 benefits, which may be paid for an injury under any provisions of this
16 law or any combination of provisions may not exceed one hundred
17 forty-seven thousand dollars (\$147,000) in any case.

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

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

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

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

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

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

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

48 (3) With respect to an injury occurring on and after July 1, 1999,
49 and before July 1, 2000, two hundred forty-four thousand dollars
50 (\$244,000).

- 1 (4) With respect to an injury occurring on and after July 1, 2000,
 2 **and before July 1, 2001**, two hundred fifty-four thousand
 3 dollars (\$254,000).
- 4 (5) With respect to an injury occurring on and after July 1,
 5 **2001, and before July 1, 2002**, two hundred seventy-nine
 6 thousand three hundred five dollars (\$279,305).
- 7 (6) With respect to an injury occurring on and after July 1,
 8 **2002**, three hundred four thousand six hundred thirty-six
 9 dollars (\$304,636).
- 10 SECTION 7. IC 22-3-3-33 IS ADDED TO THE INDIANA CODE
 11 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
 12 1, 2000]: **Sec. 33. (a) If an employee:**
- 13 (1) receives an injury that results in a temporary total
 14 disability or a permanent partial impairment;
 15 (2) is capable of performing work with limitations or
 16 restrictions that prevent the employee from returning to the
 17 position the employee held before the employee's injury; and
 18 (3) returns to work;
 19 **the employee may receive disabled from trade compensation.**
- 20 (b) An employee may receive disabled from trade
 21 compensation for a period not to exceed:
 22 (1) fifty-two (52) consecutive weeks; or
 23 (2) seventy-eight (78) aggregate weeks.
- 24 (c) An employee is entitled to receive disabled from trade
 25 compensation in a weekly amount equal to STEP FOUR of the
 26 following formula:
 27 **STEP ONE: Determine the employee's average weekly**
 28 **earnings from employment with limitations or restrictions**
 29 **that are entered after the employee's injury.**
 30 **STEP TWO: Determine the employee's average weekly**
 31 **earnings from employment before the employee's injury.**
 32 **STEP THREE: Determine the greater of:**
 33 (A) the STEP TWO result minus the STEP ONE result;
 34 or
 35 (B) zero (0).
 36 **STEP FOUR: Determine the lesser of:**
 37 (A) the STEP THREE result; or
 38 (B) seven hundred sixty-two dollars (\$762).
- 39 (d) Not later than sixty (60) days after the employee's release
 40 to return to work with restrictions or limitations, the employee
 41 must receive notice from the employer on a form provided by the
 42 board that informs the employee that the employee has been
 43 released to work with limitations or restrictions. The notice must
 44 include:
 45 (1) an explanation of the limitations or restrictions placed on
 46 the employee;
 47 (2) the amount of disabled from trade compensation the
 48 employee has been awarded; and
 49 (3) information for the employee regarding the terms of this
 50 section.

1 (e) **Disabled from trade compensation is in addition to any**
 2 **other compensation awarded to an employee as a result of a**
 3 **temporary total disability or a permanent partial impairment.**

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

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

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

43 **If a determination of liability is not made within thirty (30) days**
 44 **and the employer is subsequently determined to be liable to pay**
 45 **compensation, the first installment of compensation must include**
 46 **the accrued weekly compensation and interest at the legal rate of**
 47 **interest specified in IC 24-4.6-1-101 computed from the date**
 48 **fourteen (14) days after the disability begins.** An employer who fails
 49 to comply with this section is subject to a civil penalty of fifty dollars
 50 (\$50), to be assessed and collected by the board upon notice and

1 hearing. Civil penalties collected under this section shall be deposited
2 in the state general fund.

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

5 (1) the employee has returned to work;

6 (2) the employee has died;

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

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

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

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

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

45 (d) If it is determined that as a result of this section temporary total
46 disability benefits were overpaid, the overpayment shall be deducted
47 from any benefits due the employee under this section and, if there are
48 no benefits due the employee or the benefits due the employee do not
49 equal the amount of the overpayment, the employee shall be
50 responsible for paying any overpayment which cannot be deducted

1 from benefits due the employee.

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

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

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

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

38 (f) For disablements occurring on and after April 1, 1951, and
39 prior to July 1, 1971, from occupational disease resulting in temporary
40 partial disability for work there shall be paid to the disabled employee
41 during such disability a weekly compensation equal to sixty percent
42 (60%) of the difference between the employee's average weekly wages
43 and the weekly wages at which the employee is actually employed after
44 the disablement, for a period not to exceed three hundred (300) weeks.
45 Compensation shall be allowed for the first seven (7) calendar days
46 only if the disability continues for longer than twenty-eight (28) days.
47 In case of partial disability after the period of temporary total disability,
48 the later period shall be included as part of the maximum period
49 allowed for partial disability.

50 For disablements occurring on and after July 1, 1971, and prior to

1 July 1, 1974, from occupational disease resulting in temporary partial
2 disability for work there shall be paid to the disabled employee during
3 such disability a weekly compensation equal to sixty percent (60%) of
4 the difference between the employee's average weekly wages, as
5 defined in section 19 of this chapter, and the weekly wages at which the
6 employee is actually employed after the disablement, for a period not
7 to exceed three hundred (300) weeks. Compensation shall be allowed
8 for the first seven (7) calendar days only if the disability continues for
9 longer than twenty-eight (28) days. In case of partial disability after the
10 period of temporary total disability, the latter period shall be included
11 as a part of the maximum period allowed for partial disability.

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

24 (g) For disabilities occurring on and after April 1, 1951, and prior
25 to April 1, 1955, from occupational disease in the following schedule,
26 the employee shall receive in lieu of all other compensation, on account
27 of such disabilities, a weekly compensation of sixty percent (60%) of
28 the employee's average weekly wage; for disabilities occurring on and
29 after April 1, 1955, and prior to July 1, 1971, from occupational disease
30 in the following schedule, the employee shall receive in addition to
31 disability benefits not exceeding twenty-six (26) weeks on account of
32 said occupational disease a weekly compensation of sixty percent
33 (60%) of the employee's average weekly wages.

34 For disabilities occurring on and after July 1, 1971, and before
35 July 1, 1977, from occupational disease in the following schedule, the
36 employee shall receive in addition to disability benefits not exceeding
37 twenty-six (26) weeks on account of said occupational disease a weekly
38 compensation of sixty percent (60%) of his average weekly wages not
39 to exceed one hundred dollars (\$100) average weekly wages, for the
40 period stated for such disabilities respectively.

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

48 For disabilities occurring on and after July 1, 1979, and before
49 July 1, 1988, from occupational disease in the following schedule, the
50 employee shall receive in addition to disability benefits, not exceeding

1 fifty-two (52) weeks on account of the occupational disease, a weekly
 2 compensation of sixty percent (60%) of the employee's average weekly
 3 wages, not to exceed one hundred twenty-five dollars (\$125) average
 4 weekly wages, for the period stated for the disabilities.

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

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

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

26 (1) Amputations: For the loss by separation, of the thumb, sixty
 27 (60) weeks; of the index finger, forty (40) weeks; of the second
 28 finger, thirty-five (35) weeks; of the third or ring finger, thirty
 29 (30) weeks; of the fourth or little finger, twenty (20) weeks; of
 30 the hand by separation below the elbow, two hundred (200)
 31 weeks; of the arm above the elbow joint, two hundred fifty (250)
 32 weeks; of the big toe, sixty (60) weeks; of the second toe, thirty
 33 (30) weeks; of the third toe, twenty (20) weeks; of the fourth toe,
 34 fifteen (15) weeks; of the fifth or little toe, ten (10) weeks; of the
 35 foot below the knee joint, one hundred fifty (150) weeks; and of
 36 the leg above the knee joint, two hundred (200) weeks. The loss
 37 of more than one (1) phalange of a thumb or toe shall be
 38 considered as the loss of the entire thumb or toe. The loss of
 39 more than two (2) phalanges of a finger shall be considered as
 40 the loss of the entire finger. The loss of not more than one (1)
 41 phalange of a thumb or toe shall be considered as the loss of
 42 one-half (1/2) of the thumb or toe and compensation shall be
 43 paid for one-half (1/2) of the period for the loss of the entire
 44 thumb or toe. The loss of not more than two (2) phalanges of a
 45 finger shall be considered as the loss of one-half (1/2) the finger
 46 and compensation shall be paid for one-half (1/2) of the period
 47 for the loss of the entire finger.

48 (2) Loss of Use: The total permanent loss of the use of an arm,
 49 hand, thumb, finger, leg, foot, toe, or phalange shall be
 50 considered as the equivalent of the loss by separation of the arm,

1 hand, thumb, finger, leg, foot, toe, or phalange and the
 2 compensation shall be paid for the same period as for the loss
 3 thereof by separation.

4 (3) Partial Loss of Use: For the permanent partial loss of the use
 5 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 6 compensation shall be paid for the proportionate loss of the use
 7 of such arm, hand, thumb, finger, leg, foot, toe, or phalange.

8 (4) For disablements for occupational disease resulting in total
 9 permanent disability, five hundred (500) weeks.

10 (5) For the loss of both hands, or both feet, or the total sight of
 11 both eyes, or any two (2) of such losses resulting from the same
 12 disablement by occupational disease, five hundred (500) weeks.

13 (6) For the permanent and complete loss of vision by enucleation
 14 of an eye or its reduction to one-tenth (1/10) of normal vision
 15 with glasses, one hundred fifty (150) weeks, and for any other
 16 permanent reduction of the sight of an eye, compensation shall
 17 be paid for a period proportionate to the degree of such
 18 permanent reduction without correction or glasses. However,
 19 when such permanent reduction without correction or glasses
 20 would result in one hundred percent (100%) loss of vision, but
 21 correction or glasses would result in restoration of vision, then
 22 compensation shall be paid for fifty percent (50%) of such total
 23 loss of vision without glasses plus an additional amount equal to
 24 the proportionate amount of such reduction with glasses, not to
 25 exceed an additional fifty percent (50%).

26 (7) For the permanent and complete loss of hearing, two hundred
 27 (200) weeks.

28 (8) In all other cases of permanent partial impairment,
 29 compensation proportionate to the degree of such permanent
 30 partial impairment, in the discretion of the worker's
 31 compensation board, not exceeding five hundred (500) weeks.

32 (9) In all cases of permanent disfigurement, which may impair
 33 the future usefulness or opportunities of the employee,
 34 compensation in the discretion of the worker's compensation
 35 board, not exceeding two hundred (200) weeks, except that no
 36 compensation shall be payable under this paragraph where
 37 compensation shall be payable under subdivisions (1) through
 38 (8). Where compensation for temporary total disability has been
 39 paid, this amount of compensation shall be deducted from any
 40 compensation due for permanent disfigurement.

41 With respect to disablements in the following schedule occurring
 42 on and after July 1, 1991, the employee shall receive in addition to
 43 temporary total disability benefits, not exceeding one hundred
 44 twenty-five (125) weeks on account of the disablement, compensation
 45 in an amount determined under the following schedule to be paid
 46 weekly at a rate of sixty-six and two-thirds percent (66 2/3%) of the
 47 employee's average weekly wages during the fifty-two (52) weeks
 48 immediately preceding the week in which the disablement occurred:

49 (1) Amputation: For the loss by separation of the thumb, twelve

50 (12) degrees of permanent impairment; of the index finger, eight

- 1 (8) degrees of permanent impairment; of the second finger,
2 seven (7) degrees of permanent impairment; of the third or ring
3 finger, six (6) degrees of permanent impairment; of the fourth or
4 little finger, four (4) degrees of permanent impairment; of the
5 hand by separation below the elbow joint, forty (40) degrees of
6 permanent impairment; of the arm above the elbow, fifty (50)
7 degrees of permanent impairment; of the big toe, twelve (12)
8 degrees of permanent impairment; of the second toe, six (6)
9 degrees of permanent impairment; of the third toe, four (4)
10 degrees of permanent impairment; of the fourth toe, three (3)
11 degrees of permanent impairment; of the fifth or little toe, two
12 (2) degrees of permanent impairment; of separation of the foot
13 below the knee joint, thirty-five (35) degrees of permanent
14 impairment; and of the leg above the knee joint, forty-five (45)
15 degrees of permanent impairment.
- 16 (2) Amputations occurring on or after July 1, 1997: For the loss
17 by separation of any of the body parts described in subdivision
18 (1) on or after July 1, 1997, the dollar values per degree applying
19 on the date of the injury as described in subsection (h) shall be
20 multiplied by two (2). However, the doubling provision of this
21 subdivision does not apply to a loss of use that is not a loss by
22 separation.
- 23 (3) The loss of more than one (1) phalange of a thumb or toe
24 shall be considered as the loss of the entire thumb or toe. The
25 loss of more than two (2) phalanges of a finger shall be
26 considered as the loss of the entire finger. The loss of not more
27 than one (1) phalange of a thumb or toe shall be considered as
28 the loss of one-half (1/2) of the degrees of permanent
29 impairment for the loss of the entire thumb or toe. The loss of
30 not more than one (1) phalange of a finger shall be considered as
31 the loss of one-third (1/3) of the finger and compensation shall
32 be paid for one-third (1/3) of the degrees payable for the loss of
33 the entire finger. The loss of more than one (1) phalange of the
34 finger but not more than two (2) phalanges of the finger shall be
35 considered as the loss of one-half (1/2) of the finger and
36 compensation shall be paid for one-half (1/2) of the degrees
37 payable for the loss of the entire finger.
- 38 (4) For the loss by separation of both hands or both feet or the
39 total sight of both eyes or any two (2) such losses in the same
40 accident, one hundred (100) degrees of permanent impairment.
- 41 (5) For the permanent and complete loss of vision by enucleation
42 or its reduction to one-tenth (1/10) of normal vision with glasses,
43 thirty-five (35) degrees of permanent impairment.
- 44 (6) For the permanent and complete loss of hearing in one (1)
45 ear, fifteen (15) degrees of permanent impairment, and in both
46 ears, forty (40) degrees of permanent impairment.
- 47 (7) For the loss of one (1) testicle, (10) ten degrees of permanent
48 impairment; for the loss of both testicles, thirty (30) degrees of
49 permanent impairment.
- 50 (8) Loss of use: The total permanent loss of the use of an arm, a

- 1 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
2 considered as the equivalent of the loss by separation of the arm,
3 hand, thumb, finger, leg, foot, toe, or phalange, and
4 compensation shall be paid in the same amount as for the loss by
5 separation. However, the doubling provision of subdivision (2)
6 does not apply to a loss of use that is not a loss by separation.
- 7 (9) Partial loss of use: For the permanent partial loss of the use
8 of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
9 phalange, compensation shall be paid for the proportionate loss
10 of the use of the arm, hand, thumb, finger, leg, foot, toe, or
11 phalange.
- 12 (10) For disablements resulting in total permanent disability, the
13 amount payable for impairment or five hundred (500) weeks of
14 compensation, whichever is greater.
- 15 (11) For any permanent reduction of the sight of an eye less than
16 a total loss as specified in subdivision (3), the compensation
17 shall be paid in an amount proportionate to the degree of a
18 permanent reduction without correction or glasses. However,
19 when a permanent reduction without correction or glasses would
20 result in one hundred percent (100%) loss of vision, then
21 compensation shall be paid for fifty percent (50%) of the total
22 loss of vision without glasses, plus an additional amount equal
23 to the proportionate amount of the reduction with glasses, not to
24 exceed an additional fifty percent (50%).
- 25 (12) For any permanent reduction of the hearing of one (1) or
26 both ears, less than the total loss as specified in subdivision (4),
27 compensation shall be paid in an amount proportionate to the
28 degree of a permanent reduction.
- 29 (13) In all other cases of permanent partial impairment,
30 compensation proportionate to the degree of a permanent partial
31 impairment, in the discretion of the worker's compensation
32 board, not exceeding one hundred (100) degrees of permanent
33 impairment.
- 34 (14) In all cases of permanent disfigurement which may impair
35 the future usefulness or opportunities of the employee,
36 compensation, in the discretion of the worker's compensation
37 board, not exceeding forty (40) degrees of permanent
38 impairment except that no compensation shall be payable under
39 this subdivision where compensation is payable elsewhere in this
40 section.
- 41 (h) With respect to disablements occurring on and after July 1,
42 1991, compensation for permanent partial impairment shall be paid
43 according to the degree of permanent impairment for the disablement
44 determined under subsection (d) and the following:
- 45 (1) With respect to disablements occurring on and after July 1,
46 1991, and before July 1, 1992, for each degree of permanent
47 impairment from one (1) to thirty-five (35), five hundred dollars
48 (\$500) per degree; for each degree of permanent impairment
49 from thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
50 degree; for each degree of permanent impairment above fifty

- 1 (50), one thousand five hundred dollars (\$1,500) per degree.
2 (2) With respect to disablements occurring on and after July 1,
3 1992, and before July 1, 1993, for each degree of permanent
4 impairment from one (1) to twenty (20), five hundred dollars
5 (\$500) per degree; for each degree of permanent impairment
6 from twenty-one (21) to thirty-five (35), eight hundred dollars
7 (\$800) per degree; for each degree of permanent impairment
8 from thirty-six (36) to fifty (50), one thousand three hundred
9 dollars (\$1,300) per degree; for each degree of permanent
10 impairment above fifty (50), one thousand seven hundred dollars
11 (\$1,700) per degree.
12 (3) With respect to disablements occurring on and after July 1,
13 1993, and before July 1, 1997, for each degree of permanent
14 impairment from one (1) to ten (10), five hundred dollars (\$500)
15 per degree; for each degree of permanent impairment from
16 eleven (11) to twenty (20), seven hundred dollars (\$700) per
17 degree; for each degree of permanent impairment from
18 twenty-one (21) to thirty-five (35), one thousand dollars (\$1,000)
19 per degree; for each degree of permanent impairment from
20 thirty-six (36) to fifty (50), one thousand four hundred dollars
21 (\$1,400) per degree; for each degree of permanent impairment
22 above fifty (50), one thousand seven hundred dollars (\$1,700)
23 per degree.
24 (4) With respect to disablements occurring on and after July 1,
25 1997, and before July 1, 1998, for each degree of permanent
26 impairment from one (1) to ten (10), seven hundred fifty dollars
27 (\$750) per degree; for each degree of permanent impairment
28 from eleven (11) to thirty-five (35), one thousand dollars (\$1,000)
29 per degree; for each degree of permanent impairment from
30 thirty-six (36) to fifty (50), one thousand four hundred dollars
31 (\$1,400) per degree; for each degree of permanent impairment
32 above fifty (50), one thousand seven hundred dollars (\$1,700)
33 per degree.
34 (5) With respect to disablements occurring on and after July 1,
35 1998, and before July 1, 1999, for each degree of permanent
36 impairment from one (1) to ten (10), seven hundred fifty dollars
37 (\$750) per degree; for each degree of permanent impairment
38 from eleven (11) to thirty-five (35), one thousand dollars
39 (\$1,000) per degree; for each degree of permanent impairment
40 from thirty-six (36) to fifty (50), one thousand four hundred
41 dollars (\$1,400) per degree; for each degree of permanent
42 impairment above fifty (50), one thousand seven hundred dollars
43 (\$1,700) per degree.
44 (6) With respect to disablements occurring on and after July 1,
45 1999, **and before July 1, 2000**, for each degree of permanent
46 impairment from one (1) to ten (10), nine hundred dollars (\$900)
47 per degree; for each degree of permanent impairment from
48 eleven (11) to thirty-five (35), one thousand one hundred dollars
49 (\$1,100) per degree; for each degree of permanent impairment
50 from thirty-six (36) to fifty (50), one thousand six hundred

- 1 dollars (\$1,600) per degree; for each degree of permanent
 2 impairment above fifty (50), two thousand dollars (\$2,000) per
 3 degree.
- 4 **(7) With respect to injuries occurring on and after July 1,**
 5 **2000, and before July 1, 2001, for each degree of permanent**
 6 **impairment from one (1) to ten (10), two thousand fifty**
 7 **dollars (\$2,050) per degree; for each degree of permanent**
 8 **impairment from eleven (11) to thirty-five (35), two thousand**
 9 **seven hundred dollars (\$2,700) per degree; for each degree**
 10 **of permanent impairment from thirty-six (36) to fifty (50),**
 11 **three thousand three hundred dollars (\$3,300) per degree;**
 12 **for each degree of permanent impairment above fifty (50),**
 13 **three thousand nine hundred dollars (\$3,900) per degree.**
- 14 **(8) With respect to injuries occurring on and after July 1,**
 15 **2001, and before July 1, 2002, for each degree of permanent**
 16 **impairment from one (1) to ten (10), two thousand four**
 17 **hundred dollars (\$2,400) per degree; for each degree of**
 18 **permanent impairment from eleven (11) to thirty-five (35),**
 19 **three thousand seventy-five dollars (\$3,075) per degree; for**
 20 **each degree of permanent impairment from thirty-six (36) to**
 21 **fifty (50), three thousand seven hundred seventy-five dollars**
 22 **(\$3,775) per degree; for each degree of permanent**
 23 **impairment above fifty (50), four thousand five hundred**
 24 **twenty-five dollars (\$4,525) per degree.**
- 25 **(9) With respect to injuries occurring on and after July 1,**
 26 **2002, for each degree of permanent impairment from one (1)**
 27 **to ten (10), two thousand seven hundred forty-seven dollars**
 28 **(\$2,747) per degree; for each degree of permanent**
 29 **impairment from eleven (11) to thirty-five (35), three**
 30 **thousand four hundred thirty-three dollars (\$3,433) per**
 31 **degree; for each degree of permanent impairment from**
 32 **thirty-six (36) to fifty (50), four thousand two hundred**
 33 **ninety-two dollars (\$4,292) per degree; for each degree of**
 34 **permanent impairment above fifty (50), five thousand three**
 35 **hundred sixty-five dollars (\$5,365) per degree.**
- 36 (i) The average weekly wages used in the determination of
 37 compensation for permanent partial impairment under subsections (g)
 38 and (h) shall not exceed the following:
- 39 (1) With respect to disablements occurring on or after July 1,
 40 1991, and before July 1, 1992, four hundred ninety-two dollars
 41 (\$492).
- 42 (2) With respect to disablements occurring on or after July 1,
 43 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 44 (3) With respect to disablements occurring on or after July 1,
 45 1993, and before July 1, 1994, five hundred ninety-one dollars
 46 (\$591).
- 47 (4) With respect to disablements occurring on or after July 1,
 48 1994, and before July 1, 1997, six hundred forty-two dollars
 49 (\$642).
- 50 (5) With respect to disablements occurring on or after July 1,

- 1 1997, and before July 1, 1998, six hundred seventy-two dollars
2 (\$672).
- 3 (6) With respect to disablements occurring on or after July 1,
4 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 5 (7) With respect to disablements occurring on or after July 1,
6 1999, and before July 1, 2000, seven hundred thirty-two dollars
7 (\$732).
- 8 (8) With respect to disablements occurring on or after July 1,
9 2000, **and before July 1, 2001**, seven hundred sixty-two dollars
10 (\$762).
- 11 **(9) With respect to injuries occurring on or after July 1,**
12 **2001, and before July 1, 2002, eight hundred thirty-eight**
13 **dollars (\$838).**
- 14 **(10) With respect to injuries occurring on or after July 1,**
15 **2002, nine hundred fourteen dollars (\$914).**
- 16 (j) If any employee, only partially disabled, refuses employment
17 suitable to his capacity procured for him, he shall not be entitled to any
18 compensation at any time during the continuance of such refusal
19 unless, in the opinion of the worker's compensation board, such refusal
20 was justifiable. The employee must be served with a notice setting forth
21 the consequences of the refusal under this subsection. The notice must
22 be in a form prescribed by the worker's compensation board.
- 23 (k) If an employee has sustained a permanent impairment or
24 disability from an accidental injury other than an occupational disease
25 in another employment than that in which he suffered a subsequent
26 disability from an occupational disease, such as herein specified, the
27 employee shall be entitled to compensation for the subsequent
28 disability in the same amount as if the previous impairment or
29 disability had not occurred. However, if the permanent impairment or
30 disability resulting from an occupational disease for which
31 compensation is claimed results only in the aggravation or increase of
32 a previously sustained permanent impairment from an occupational
33 disease or physical condition regardless of the source or cause of such
34 previously sustained impairment from an occupational disease or
35 physical condition, the board shall determine the extent of the
36 previously sustained permanent impairment from an occupational
37 disease or physical condition as well as the extent of the aggravation or
38 increase resulting from the subsequent permanent impairment or
39 disability, and shall award compensation only for that part of said
40 occupational disease or physical condition resulting from the
41 subsequent permanent impairment. An amputation of any part of the
42 body or loss of any or all of the vision of one (1) or both eyes caused by
43 an occupational disease shall be considered as a permanent impairment
44 or physical condition.
- 45 (l) If an employee suffers a disablement from occupational disease
46 for which compensation is payable while the employee is still receiving
47 or entitled to compensation for a previous injury by accident or
48 disability by occupational disease in the same employment, he shall not
49 at the same time be entitled to compensation for both, unless it be for
50 a permanent injury, such as specified in subsection (g)(1), (g)(2),

1 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to
2 compensation for that disability and from the time of that disability
3 which will cover the longest period and the largest amount payable
4 under this chapter.

5 (m) If an employee receives a permanent disability from
6 occupational disease such as specified in subsection (g)(1), (g)(2),
7 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent
8 disability in the same employment the employee shall be entitled to
9 compensation for both such disabilities, but the total compensation
10 shall be paid by extending the period and not by increasing the amount
11 of weekly compensation and, when such previous and subsequent
12 permanent disabilities, in combination result in total permanent
13 disability or permanent total impairment, compensation shall be
14 payable for such permanent total disability or impairment, but
15 payments made for the previous disability or impairment shall be
16 deducted from the total payment of compensation due.

17 (n) When an employee has been awarded or is entitled to an award
18 of compensation for a definite period under this chapter for disability
19 from occupational disease, which disablement occurs on and after April
20 1, 1951, and prior to April 1, 1963, and such employee dies from any
21 other cause than such occupational disease, payment of the unpaid
22 balance of such compensation, not exceeding three hundred (300)
23 weeks, shall be made to the employee's dependents of the second and
24 third class as defined in sections 11 through 14 of this chapter, and
25 compensation, not exceeding five hundred (500) weeks, shall be made
26 to the employee's dependents of the first class as defined in sections 11
27 through 14 of this chapter. When an employee has been awarded or is
28 entitled to an award of compensation for a definite period from an
29 occupational disease wherein disablement occurs on and after April 1,
30 1963, and such employee dies from other causes than such
31 occupational disease, payment of the unpaid balance of such
32 compensation not exceeding three hundred fifty (350) weeks shall be
33 paid to the employee's dependents of the second and third class as
34 defined in sections 11 through 14 of this chapter and compensation, not
35 exceeding five hundred (500) weeks shall be made to the employee's
36 dependents of the first class as defined in sections 11 through 14 of this
37 chapter.

38 (o) Any payment made by the employer to the employee during the
39 period of the employee's disability, or to the employee's dependents,
40 which, by the terms of this chapter, was not due and payable when
41 made, may, subject to the approval of the worker's compensation board,
42 be deducted from the amount to be paid as compensation, but such
43 deduction shall be made from the distal end of the period during which
44 compensation must be paid, except in cases of temporary disability.

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

48 (q) When the aggregate payments of compensation awarded by
49 agreement or upon hearing to an employee or dependent under eighteen
50 (18) years of age do not exceed one hundred dollars (\$100), the

1 payment thereof may be made directly to such employee or dependent,
2 except when the worker's compensation board shall order otherwise.

3 Whenever the aggregate payments of compensation, due to any
4 person under eighteen (18) years of age, exceed one hundred dollars
5 (\$100), the payment thereof shall be made to a trustee, appointed by the
6 circuit or superior court, or to a duly qualified guardian, or, upon the
7 order of the worker's compensation board, to a parent or to such minor
8 person. The payment of compensation, due to any person eighteen (18)
9 years of age or over, may be made directly to such person.

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

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

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

25 (b) **If an employee who from an occupational disease becomes**
26 **permanently and totally impaired by reason of the loss, or loss of**
27 **use of, another such member or eye, the employer shall be liable**
28 **only for the compensation payable for the second injury. However,**
29 **in addition to such compensation and after the completion of the**
30 **payment therefor, the employee shall be paid the remainder of the**
31 **compensation that would be due for the total permanent**
32 **impairment out of a special fund known as the occupational disease**
33 **second injury fund.**

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

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

44 (2) **each employer carrying the employer's own risk for**
45 **personal injuries to or the death of one of their employees**
46 **from an occupational disease;**

47 **stating that an assessment is necessary. The board may conduct an**
48 **assessment under this subsection not more than one (1) time**
49 **annually. Every insurance carrier insuring employers who are or**
50 **may be liable under this article to pay compensation for**

1 **disablement or death from occupational diseases of their employees**
2 **under this article and every employer carrying the employer's own**
3 **risk shall, not later than thirty (30) days after receiving notice from**
4 **the board, pay to the worker's compensation board for the benefit**
5 **of a fund to be known as the occupational diseases second injury**
6 **fund. The payment shall be in a sum equal to one and one-half**
7 **percent (1.5%) of the total amount of all payments under this**
8 **chapter for occupational diseases paid to employees with**
9 **occupational diseases or their beneficiaries under this chapter for**
10 **the calendar year next preceding the due date of such payment. If**
11 **the amount to the credit of the occupational diseases second injury**
12 **fund as of October 1 of any year exceeds one million dollars**
13 **(\$1,000,000), the payments of one and one-half percent (1.5%) shall**
14 **not be assessed or collected during the ensuing year. But when on**
15 **October 1 of any year the amount to the credit of the fund is less**
16 **than one million dollars (\$1,000,000), the payments of one and**
17 **one-half percent (1.5%) of the total amount of all payments under**
18 **this chapter for occupational diseases paid to employees with**
19 **occupational diseases or their beneficiaries under this chapter for**
20 **the calendar year next preceding that date shall be resumed and**
21 **paid into the fund.**

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

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

48 **(f) The sums under this section shall be paid by the worker's**
49 **compensation board to the treasurer of state, to be deposited in a**
50 **special account known as the occupational diseases second injury**

1 **fund. The funds are not part of the state general fund. Any balance**
 2 **remaining in the account at the end of any fiscal year does not**
 3 **revert to the state general fund. The funds shall be used only for**
 4 **the payment of awards of compensation and expense of medical**
 5 **examinations or treatment made and ordered by the board and**
 6 **chargeable against the occupational diseases second injury fund**
 7 **under this section and shall be paid for that purpose by the**
 8 **treasurer of state upon award or order of the board.**

9 **(g) If an employee who is entitled to compensation under this**
 10 **chapter either:**

11 **(1) exhausts the maximum benefits under section 19 of this**
 12 **chapter without having received the full amount of award**
 13 **granted to the employee under section 16 of this chapter; or**

14 **(2) exhausts the employee's benefits under section 16 of this**
 15 **chapter;**

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

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

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

33 **(2) that the employee is unable to support the employee in**
 34 **any gainful employment, not associated with rehabilitative**
 35 **or vocational therapy.**

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

40 **SECTION 10. IC 22-3-7-17 IS AMENDED TO READ AS**
 41 **FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. (a) During the**
 42 **period of disablement, the employer shall furnish or cause to be**
 43 **furnished, free of charge to the employee, an attending physician for**
 44 **the treatment of his occupational disease, and in addition thereto such**
 45 **surgical, hospital, and nursing services and supplies as the attending**
 46 **physician or the worker's compensation board may deem necessary. If**
 47 **the employee is requested or required by the employer to submit to**
 48 **treatment outside the county of employment, ~~said~~ the employer shall**
 49 **also pay the reasonable expense of travel, food, and lodging necessary**
 50 **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
7 occupational disease, the employer shall furnish such physician,
8 services, and supplies, and the worker's compensation board may, on
9 proper application of either party, require that treatment by such
10 physician and such services and supplies be furnished by or on behalf
11 of the employer 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
48 compensation for permanent total impairment, permanent partial
49 impairment, permanent disfigurement, or death shall be paid or payable
50 for that part or portion of such impairment, disfigurement, or death

1 which is the result of the failure of such employee to accept such
 2 treatment, services, and supplies, provided that an employer may at any
 3 time permit an employee to have treatment for his disease or injury by
 4 spiritual means or prayer in lieu of such physician, services, and
 5 supplies.

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

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

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

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

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

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

- 1 **request shall be made on forms prescribed by the board.**
2 SECTION 11. IC 22-3-7-19 IS AMENDED TO READ AS
3 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) In computing
4 compensation for temporary total disability, temporary partial
5 disability, and total permanent disability under this law with respect to
6 occupational diseases occurring:
7 (1) on and after July 1, 1974, and before July 1, 1976, the
8 average weekly wages shall be considered to be:
9 (A) not more than one hundred thirty-five dollars (\$135);
10 and
11 (B) not less than seventy-five dollars (\$75);
12 (2) on and after July 1, 1976, and before July 1, 1977, the
13 average weekly wages shall be considered to be:
14 (A) not more than one hundred fifty-six dollars (\$156); and
15 (B) not less than seventy-five dollars (\$75);
16 (3) on and after July 1, 1977, and before July 1, 1979, the
17 average weekly wages are considered to be:
18 (A) not more than one hundred eighty dollars (\$180); and
19 (B) not less than seventy-five dollars (\$75);
20 (4) on and after July 1, 1979, and before July 1, 1980, the
21 average weekly wages are considered to be:
22 (A) not more than one hundred ninety-five dollars (\$195);
23 and
24 (B) not less than seventy-five dollars (\$75);
25 (5) on and after July 1, 1980, and before July 1, 1983, the
26 average weekly wages are considered to be:
27 (A) not more than two hundred ten dollars (\$210); and
28 (B) not less than seventy-five dollars (\$75);
29 (6) on and after July 1, 1983, and before July 1, 1984, the
30 average weekly wages are considered to be:
31 (A) not more than two hundred thirty-four dollars (\$234);
32 and
33 (B) not less than seventy-five dollars (\$75); and
34 (7) on and after July 1, 1984, and before July 1, 1985, the
35 average weekly wages are considered to be:
36 (A) not more than two hundred forty-nine dollars (\$249);
37 and
38 (B) not less than seventy-five dollars (\$75).
39 (b) In computing compensation for temporary total disability,
40 temporary partial disability, and total permanent disability, with respect
41 to occupational diseases occurring on and after July 1, 1985, and before
42 July 1, 1986, the average weekly wages are considered to be:
43 (1) not more than two hundred sixty-seven dollars (\$267); and
44 (2) not less than seventy-five dollars (\$75).
45 (c) In computing compensation for temporary total disability,
46 temporary partial disability, and total permanent disability, with respect
47 to occupational diseases occurring on and after July 1, 1986, and before
48 July 1, 1988, the average weekly wages are considered to be:
49 (1) not more than two hundred eighty-five dollars (\$285); and
50 (2) not less than seventy-five dollars (\$75).

1 (d) In computing compensation for temporary total disability,
2 temporary partial disability, and total permanent disability, with respect
3 to occupational diseases occurring on and after July 1, 1988, and before
4 July 1, 1989, the average weekly wages are considered to be:

- 5 (1) not more than three hundred eighty-four dollars (\$384); and
6 (2) not less than seventy-five dollars (\$75).

7 (e) In computing compensation for temporary total disability,
8 temporary partial disability, and total permanent disability, with respect
9 to occupational diseases occurring on and after July 1, 1989, and before
10 July 1, 1990, the average weekly wages are considered to be:

- 11 (1) not more than four hundred eleven dollars (\$411); and
12 (2) not less than seventy-five dollars (\$75).

13 (f) In computing compensation for temporary total disability,
14 temporary partial disability, and total permanent disability, with respect
15 to occupational diseases occurring on and after July 1, 1990, and before
16 July 1, 1991, the average weekly wages are considered to be:

- 17 (1) not more than four hundred forty-one dollars (\$441); and
18 (2) not less than seventy-five dollars (\$75).

19 (g) In computing compensation for temporary total disability,
20 temporary partial disability, and total permanent disability, with respect
21 to occupational diseases occurring on and after July 1, 1991, and before
22 July 1, 1992, the average weekly wages are considered to be:

- 23 (1) not more than four hundred ninety-two dollars (\$492); and
24 (2) not less than seventy-five dollars (\$75).

25 (h) In computing compensation for temporary total disability,
26 temporary partial disability, and total permanent disability, with respect
27 to occupational diseases occurring on and after July 1, 1992, and before
28 July 1, 1993, the average weekly wages are considered to be:

- 29 (1) not more than five hundred forty dollars (\$540); and
30 (2) not less than seventy-five dollars (\$75).

31 (i) In computing compensation for temporary total disability,
32 temporary partial disability, and total permanent disability, with respect
33 to occupational diseases occurring on and after July 1, 1993, and before
34 July 1, 1994, the average weekly wages are considered to be:

- 35 (1) not more than five hundred ninety-one dollars (\$591); and
36 (2) not less than seventy-five dollars (\$75).

37 (j) In computing compensation for temporary total disability,
38 temporary partial disability and total permanent disability, with respect
39 to occupational diseases occurring on and after July 1, 1994, and before
40 July 1, 1997, the average weekly wages are considered to be:

- 41 (1) not more than six hundred forty-two dollars (\$642); and
42 (2) not less than seventy-five dollars (\$75).

43 (k) In computing compensation for temporary total disability,
44 temporary partial disability, and total permanent disability, the average
45 weekly wages are considered to be:

- 46 (1) with respect to occupational diseases occurring on and after
47 July 1, 1997, and before July 1, 1998:

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

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

- 1 (2) with respect to occupational diseases occurring on and after
 2 July 1, 1998, and before July 1, 1999:
 3 (A) not more than seven hundred two dollars (\$702); and
 4 (B) not less than seventy-five dollars (\$75);
 5 (3) with respect to occupational diseases occurring on and after
 6 July 1, 1999, and before July 1, 2000:
 7 (A) not more than seven hundred thirty-two dollars (\$732);
 8 and
 9 (B) not less than seventy-five dollars (\$75); ~~and~~
 10 (4) with respect to occupational diseases ~~occurring~~ **occurring**
 11 and after July 1, 2000, **and before July 1, 2001**:
 12 (A) not more than seven hundred sixty-two dollars (\$762);
 13 and
 14 (B) not less than seventy-five dollars (\$75);
 15 **(5) with respect to injuries occurring on and after July 1,**
 16 **2001, and before July 1, 2002:**
 17 **(A) not more than eight hundred thirty-eight dollars**
 18 **(\$838); and**
 19 **(B) not less than seventy-five dollars (\$75); and**
 20 **(6) with respect to injuries occurring on and after July 1,**
 21 **2002:**
 22 **(A) not more than nine hundred fourteen dollars (\$914);**
 23 **and**
 24 **(B) not less than seventy-five dollars (\$75).**
- 25 (l) The maximum compensation that shall be paid for occupational
 26 disease and its results under any one (1) or more provisions of this
 27 chapter with respect to disability or death occurring:
 28 (1) on and after July 1, 1974, and before July 1, 1976, shall not
 29 exceed forty-five thousand dollars (\$45,000) in any case;
 30 (2) on and after July 1, 1976, and before July 1, 1977, shall not
 31 exceed fifty-two thousand dollars (\$52,000) in any case;
 32 (3) on and after July 1, 1977, and before July 1, 1979, may not
 33 exceed sixty thousand dollars (\$60,000) in any case;
 34 (4) on and after July 1, 1979, and before July 1, 1980, may not
 35 exceed sixty-five thousand dollars (\$65,000) in any case;
 36 (5) on and after July 1, 1980, and before July 1, 1983, may not
 37 exceed seventy thousand dollars (\$70,000) in any case;
 38 (6) on and after July 1, 1983, and before July 1, 1984, may not
 39 exceed seventy-eight thousand dollars (\$78,000) in any case; and
 40 (7) on and after July 1, 1984, and before July 1, 1985, may not
 41 exceed eighty-three thousand dollars (\$83,000) in any case.
- 42 (m) The maximum compensation with respect to disability or
 43 death occurring on and after July 1, 1985, and before July 1, 1986,
 44 which shall be paid for occupational disease and the results thereof
 45 under the provisions of this chapter or under any combination of its
 46 provisions may not exceed eighty-nine thousand dollars (\$89,000) in
 47 any case. The maximum compensation with respect to disability or
 48 death occurring on and after July 1, 1986, and before July 1, 1988,
 49 which shall be paid for occupational disease and the results thereof
 50 under the provisions of this chapter or under any combination of its

1 provisions may not exceed ninety-five thousand dollars (\$95,000) in
2 any case. The maximum compensation with respect to disability or
3 death occurring on and after July 1, 1988, and before July 1, 1989, that
4 shall be paid for occupational disease and the results thereof under this
5 chapter or under any combination of its provisions may not exceed one
6 hundred twenty-eight thousand dollars (\$128,000) in any case.

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

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

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

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

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

34 (s) The maximum compensation with respect to disability or death
35 occurring on and after July 1, 1994, and before July 1, 1997, that shall
36 be paid for occupational disease and the results thereof under this
37 chapter or under any combination of the provisions of this chapter may
38 not exceed two hundred fourteen thousand dollars (\$214,000) in any
39 case.

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

44 (1) With respect to disability or death occurring on and after July
45 1, 1997, and before July 1, 1998, two hundred twenty-four
46 thousand dollars (\$224,000).

47 (2) With respect to disability or death occurring on and after July
48 1, 1998, and before July 1, 1999, two hundred thirty-four
49 thousand dollars (\$234,000).

50 (3) With respect to disability or death occurring on and after July

1 1, 1999, and before July 1, 2000, two hundred forty-four
2 thousand dollars (\$244,000).

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

6 **(5) With respect to an injury occurring on and after July 1,**
7 **2001, and before July 1, 2002, two hundred seventy-nine**
8 **thousand three hundred five dollars (\$279,305).**

9 **(6) With respect to an injury occurring on and after July 1,**
10 **2002, three hundred four thousand six hundred thirty-six**
11 **dollars (\$304,636).**

12 (u) For all disabilities occurring before July 1, 1985, "average
13 weekly wages" shall mean the earnings of the injured employee in the
14 employment in which the employee was working at the time of the last
15 exposure during the period of fifty-two (52) weeks immediately
16 preceding the last day of the last exposure divided by fifty-two (52). If
17 the employee lost seven (7) or more calendar days during the period,
18 although not in the same week, then the earnings for the remainder of
19 the fifty-two (52) weeks shall be divided by the number of weeks and
20 parts thereof remaining after the time lost has been deducted. Where
21 the employment prior to the last day of the last exposure extended over
22 a period of less than fifty-two (52) weeks, the method of dividing the
23 earnings during that period by the number of weeks and parts thereof
24 during which the employee earned wages shall be followed if results
25 just and fair to both parties will be obtained. Where by reason of the
26 shortness of the time during which the employee has been in the
27 employment of the employer or of the casual nature or terms of the
28 employment it is impracticable to compute the average weekly wages
29 as above defined, regard shall be had to the average weekly amount
30 which, during the fifty-two (52) weeks previous to the last day of the
31 last exposure, was being earned by a person in the same grade
32 employed at the same work by the same employer, or if there is no
33 person so employed, by a person in the same grade employed in that
34 same class of employment in the same district. Whenever allowances
35 of any character are made to an employee in lieu of wages or a
36 specified part of the wage contract, they shall be deemed a part of the
37 employee's earnings.

38 (v) For all disabilities occurring on and after July 1, 1985,
39 "average weekly wages" means the earnings of the injured employee
40 during the period of fifty-two (52) weeks immediately preceding the
41 disability divided by fifty-two (52). If the employee lost seven (7) or
42 more calendar days during the period, although not in the same week,
43 then the earnings for the remainder of the fifty-two (52) weeks shall be
44 divided by the number of weeks and parts of weeks remaining after the
45 time lost has been deducted. If employment before the date of disability
46 extended over a period of less than fifty-two (52) weeks, the method of
47 dividing the earnings during that period by the number of weeks and
48 parts of weeks during which the employee earned wages shall be
49 followed if results just and fair to both parties will be obtained. If by

1 reason of the shortness of the time during which the employee has been
 2 in the employment of the employer or of the casual nature or terms of
 3 the employment it is impracticable to compute the average weekly
 4 wages for the employee, the employee's average weekly wages shall be
 5 considered to be the average weekly amount that, during the fifty-two
 6 (52) weeks before the date of disability, was being earned by a person
 7 in the same grade employed at the same work by the same employer or,
 8 if there is no person so employed, by a person in the same grade
 9 employed in that same class of employment in the same district.
 10 Whenever allowances of any character are made to an employee
 11 instead of wages or a specified part of the wage contract, they shall be
 12 considered a part of the employee's earnings.

13 (w) The provisions of this article may not be construed to result in
 14 an award of benefits in which the number of weeks paid or to be paid
 15 for temporary total disability, temporary partial disability, or permanent
 16 total disability benefits combined exceeds five hundred (500) weeks.
 17 This section shall not be construed to prevent a person from applying
 18 for an award under IC 22-3-3-13. However, in case of permanent total
 19 disability resulting from a disablement occurring on or after January 1,
 20 1998, the minimum total benefit shall not be less than seventy-five
 21 thousand dollars (\$75,000).

22 SECTION 12. IC 22-3-7-20 IS AMENDED TO READ AS
 23 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 20. (a) After
 24 disablement and during the period of claimed resulting disability or
 25 impairment, the employee, if so requested by the employee's employer
 26 or ordered by the worker's compensation board, shall submit to an
 27 examination at reasonable times and places by a duly qualified
 28 physician or surgeon designated and paid by the employer or by order
 29 of the board. The employee shall have the right to have present at any
 30 such examination any duly qualified physician or surgeon provided and
 31 paid for by the employee. No fact communicated to or otherwise
 32 learned by any physician or surgeon who may have attended or
 33 examined the employee, or who may have been present at any
 34 examination, shall be privileged either in the hearings provided for in
 35 this chapter, or in any action at law brought to recover damages against
 36 any employer who is subject to the compensation provisions of this
 37 chapter. If the employee refuses to submit to, or in any way obstructs
 38 the examinations, the employee's right to compensation and right to
 39 take or prosecute any proceedings under this chapter shall be
 40 suspended until the refusal or obstruction ceases. No compensation
 41 shall at any time be payable for the period of suspension unless in the
 42 opinion of the board, the circumstances justified the refusal or
 43 obstruction. The employee must be served with a notice setting forth
 44 the consequences of the refusal under this subsection. The notice must
 45 be in a form prescribed by the worker's compensation board.

46 (b) Any employer requesting an examination of any employee
 47 residing within Indiana shall pay, in advance of the time fixed for the
 48 examination, sufficient money to defray the necessary expenses of
 49 travel by the most convenient means to and from the place of
 50 examination, and the cost of meals and lodging necessary during the

1 travel. If the method of travel is by automobile, the mileage rate to be
2 paid by the employer shall be the rate as is then currently being paid by
3 the state to its employees under the state travel policies and procedures
4 established by the department of administration and approved by the
5 state budget agency. If the examination or travel to or from the place of
6 examination causes any loss of working time on the part of the
7 employee, the employer shall reimburse the employee for the loss of
8 wages upon the basis of such employee's average daily wage.

9 (c) When any employee injured in Indiana moves outside Indiana,
10 the travel expense and the cost of meals and lodging necessary during
11 the travel, payable under this section, shall be paid from the point in
12 Indiana nearest to the employee's then residence to the place of
13 examination. No travel and other expense shall be paid for any travel
14 and other expense required outside Indiana.

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

37 (e) **No representative of the employer or insurance carrier,**
38 **including case managers or rehabilitation nurses, may be present**
39 **at any examination of an employee with an occupational disease**
40 **without the express written consent of the employee and the**
41 **treating medical personnel. At the time of any medical examination**
42 **that a representative of the employer wishes to attend, the**
43 **representative of the employer shall inform the employee with an**
44 **occupational disease and treating medical personnel that their**
45 **written consent is required before the attendance of the employer's**
46 **representative. The employee's compensation and benefits may not**
47 **be jeopardized in any way due to the employee's failure or refusal**
48 **to complete a written waiver allowing the attendance of the**
49 **employer's representative. The employer's representative may not**
50 **in any way cause the employee to believe that the employee's**

1 **compensation and benefits will be terminated if the employee fails**
 2 **or refuses to complete a written waiver allowing the attendance of**
 3 **the employer's representative. The written waivers shall be**
 4 **executed on forms prescribed by the board.**

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

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

- 29 (1) The history of the injury, or claimed injury, as given by the
 30 patient.
- 31 (2) The diagnosis of the physician or surgeon concerning the
 32 patient's physical or mental condition.
- 33 (3) The opinion of the physician or surgeon concerning the
 34 causal relationship, if any, between the injury and the patient's
 35 physical or mental condition, including the physician's or
 36 surgeon's reasons for the opinion.
- 37 (4) The opinion of the physician or surgeon concerning whether
 38 the injury or claimed injury resulted in a disability or impairment
 39 and, if so, the opinion of the physician or surgeon concerning the
 40 extent of the disability or impairment and the reasons for the
 41 opinion.
- 42 (5) The original signature of the physician or surgeon.

43 Notwithstanding any hearsay objection, the worker's compensation
 44 board shall admit into evidence a statement that meets the requirements
 45 of this subsection unless the statement is ruled inadmissible on other
 46 grounds.

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

50 ~~(h)~~ **(i)** Any party may object to a statement on the basis that the

1 statement does not meet the requirements of subsection ~~(e)~~ (f). The
2 objecting party must give written notice to the party providing the
3 statement and specify the basis for the objection. Notice of the
4 objection must be given no later than twenty (20) days before the
5 hearing. Failure to object as provided in this subsection precludes any
6 further objection as to the adequacy of the statement under subsection
7 ~~(f)~~ (g).

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

27 (Reference is made to Senate Bill 52 as printed on January 14, 2000
28 and as amended by Committee Report of the Senate Committee on
29 Pensions and Labor as adopted January 28, 2000)

Senator BREAU