



January 14, 2000

SENATE BILL No. 52

DIGEST OF SB52 (Updated January 13, 2000 11:37 am - DI kc)

Citations Affected: IC 22-3.

Synopsis: Makes numerous changes regarding worker's compensation, including the following: (1) Bars recovery of benefits by a claimant who tests positive for illegal drugs or alcohol if the employer has a written policy prohibiting employee use of illegal drugs or alcohol. Prohibits recovery of benefits for an injury caused by the employee's commission of a traffic offense. (2) Limits the attorney's fees required to be paid by the employer in connection with a third party action to a percentage of the amount of benefits actually repaid, rather than of the amount of reimbursements. Specifies that the employer is not required to pay attorney fees for an employee's attorney if the fee is based upon unpaid benefits that are terminated as a result of a settlement or other resolution of the third party claim. (3) Makes changes regarding compromise settlements. (4) Removes the requirement that notice of injury or death be given to an employer within 30 days of the injury or death of an employee. (5) Removes the provision allowing claims to be filed within two years after the death of an employee, thus requiring claims for death to be filed within two years after the occurrence of an accident resulting in death. (6) Specifies that the worker's compensation board may not order treatment or medical services to be furnished beyond the period of time allowed for review of the claim. Authorizes an attending physician or other health care provider to report to the employer or the employer's insurance carrier regarding all aspects of the employee's medical history, treatment and prognosis, and specifies that all such information is not privileged. (7) Removes the

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Effective: July 1, 2000.

Harrison

November 17, 1999, read first time and referred to Committee on Rules and Legislative Procedure.
January 13, 2000, amended; reassigned to Committee on Pensions and Labor.

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Digest Continued

employee's right to have a physician present at the examination conducted by the employer's physician following an injury. (8) Requires an award for temporary total disability or temporary partial disability compensation to be supported by medical opinion evidence. (9) Removes from the list of presumptive dependents an unmarried child over the age of 21 who at the time of death of the parent is keeping house for and living with the parent and is not otherwise employed. (10) Changes the rate of interest paid on future unpaid installments of compensation from 3% to 8%. (11) Changes from two years to one year the period of time within which a party may apply for a modification to an award. (12) Allows the worker's compensation board to fix the amount of the employer's attorney's fees to be paid by the claimant whenever the board determines that the claimant's application for benefits was unwarranted by existing law or evidence. (13) Limits the \$20,000 maximum amount of a bad faith claim to the life of the claim for benefits arising from an injury. (14) Makes several changes to the definition of "average weekly wages". (15) Excludes mental or emotional injury resulting from work-related stress unless it is demonstrated that the stress was predominantly work-related and was extraordinary and unusual, as measured by objective standards and actual events. (16) Defines "total permanent disability". (17) Increases worker's compensation and occupational diseases compensation benefits for each year beginning July 1, 2001 and ending July 1, 2004.

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January 14, 2000

Second Regular Session 111th General Assembly (2000)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 1999 General Assembly.

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SENATE BILL No. 52



A BILL FOR AN ACT to amend the Indiana Code concerning worker's compensation and occupational diseases compensation.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 22-3-2-8 IS AMENDED TO READ AS FOLLOWS
2 [EFFECTIVE JULY 1, 2000]: Sec. 8. **(a)** No compensation ~~is~~ **or other**
3 **expenses are** allowed for an injury or death due to the employee's
4 knowingly self-inflicted injury, ~~his~~ **intoxication by drugs or alcohol,**
5 ~~his~~ **commission of an offense, his including a traffic violation,**
6 knowing failure to use a safety appliance, ~~his~~ **knowing failure to obey**
7 ~~a reasonable written or printed~~ **rule of the employer which has been**
8 ~~posted in a conspicuous position in the place of work or provided in~~
9 **writing, or his** knowing failure to perform any statutory duty. The
10 burden of proof is on the defendant.

11 **(b) If the employer has a written policy prohibiting employee**
12 **use of illegal drugs or alcohol at work or prohibiting employees**
13 **from working while any illegal drugs or alcohol are in the**
14 **employee's body, a test which is positive for illegal drugs or alcohol**
15 **following an accident at work shall bar the employee or dependent**
16 **of an employee from compensation or other expenses. The burden**
17 **of proof is on the defendant.**

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1 SECTION 2. IC 22-3-2-13 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 13. Whenever an injury
3 or death, for which compensation is payable under chapters 2 through
4 6 of this article shall have been sustained under circumstances creating
5 in some other person than the employer and not in the same employ a
6 legal liability to pay damages in respect thereto, the injured employee,
7 or his dependents, in case of death, may commence legal proceedings
8 against the other person to recover damages notwithstanding the
9 employer's or the employer's compensation insurance carrier's payment
10 of or liability to pay compensation under chapters 2 through 6 of this
11 article. In that case, however, if the action against the other person is
12 brought by the injured employee or his dependents and judgment is
13 obtained and paid, and accepted or settlement **or other understanding**
14 **regarding the resolution of the action** is made with the other person,
15 either with or without suit, then from the amount received by the
16 employee or dependents there shall be paid to the employer or the
17 employer's compensation insurance carrier, subject to its paying its pro-
18 rata share of the reasonable and necessary costs and expenses of
19 asserting the third party claim, the amount of compensation paid to the
20 employee or dependents, plus the medical, surgical, hospital and
21 nurses' services and supplies and burial expenses paid by the employer
22 or the employer's compensation insurance carrier and the liability of the
23 employer or the employer's compensation insurance carrier to pay
24 further compensation or other expenses shall thereupon terminate,
25 whether or not one (1) or all of the dependents are entitled to share in
26 the proceeds of the settlement or recovery and whether or not one (1)
27 or all of the dependents could have maintained the action or claim for
28 wrongful death.

29 In the event the injured employee or his dependents, not having
30 received compensation or medical, surgical, hospital or nurses' services
31 and supplies or death benefits from the employer or the employer's
32 compensation insurance carrier, shall procure a judgment against the
33 other party for injury or death, which judgment is paid, or if settlement
34 is made with the other person either with or without suit, then the
35 employer or the employer's compensation insurance carrier shall have
36 no liability for payment of compensation or for payment of medical,
37 surgical, hospital or nurses' services and supplies or death benefits
38 whatsoever, whether or not one (1) or all of the dependents are entitled
39 to share in the proceeds of settlement or recovery and whether or not
40 one (1) or all of the dependents could have maintained the action or
41 claim for wrongful death.

42 In the event any injured employee, or in the event of his death, his



1 dependents, shall procure a final judgment against the other person
2 other than by agreement, and the judgment is for a lesser sum than the
3 amount for which the employer or the employer's compensation
4 insurance carrier is liable for compensation and for medical, surgical,
5 hospital and nurses' services and supplies, as of the date the judgment
6 becomes final, then the employee, or in the event of his death, his
7 dependents, shall have the option of either collecting the judgment and
8 repaying the employer or the employer's compensation insurance
9 carrier for compensation previously drawn, if any, and repaying the
10 employer or the employer's compensation insurance carrier for medical,
11 surgical, hospital and nurses' services and supplies previously paid, if
12 any, and of repaying the employer or the employer's compensation
13 insurance carrier the burial benefits paid, if any, or of assigning all
14 rights under the judgment to the employer or the employer's
15 compensation insurance carrier and thereafter receiving all
16 compensation and medical, surgical, hospital and nurses' services and
17 supplies, to which the employee or in the event of his death, which his
18 dependents would be entitled if there had been no action brought
19 against the other party.

20 If the injured employee or his dependents shall agree to receive
21 compensation from the employer or the employer's compensation
22 insurance carrier or to accept from the employer or the employer's
23 compensation insurance carrier, by loan or otherwise, any payment on
24 account of the compensation, or institute proceedings to recover the
25 same, the employer or the employer's compensation insurance carrier
26 shall have a lien upon any settlement award, judgment or fund out of
27 which the employee might be compensated from the third party.

28 The employee, or in the event of his death, his dependents, shall
29 institute legal proceedings against the other person for damages, within
30 two (2) years after the cause of action accrues. If, after the proceeding
31 is commenced, it is dismissed, the employer or the employer's
32 compensation insurance carrier, having paid compensation or having
33 become liable therefor, may collect in their own name, or in the name
34 of the injured employee, or, in case of death, in the name of his
35 dependents, from the other person in whom legal liability for damages
36 exists, the compensation paid or payable to the injured employee, or his
37 dependents, plus medical, surgical, hospital and nurses' services and
38 supplies, and burial expenses paid by the employer or the employer's
39 compensation insurance carrier or for which they have become liable.
40 The employer or the employer's compensation insurance carrier may
41 commence an action at law for collection against the other person in
42 whom legal liability for damages exists, not later than one (1) year from



1 the date the action so commenced has been dismissed, notwithstanding
2 the provisions of any statute of limitations to the contrary.

3 If the employee, or, in the event of his death, his dependents, shall
4 fail to institute legal proceedings against the other person for damages
5 within two (2) years after the cause of action accrues, the employer or
6 the employer's compensation insurance carrier, having paid
7 compensation, or having been liable therefor, may collect in their own
8 name or in the name of the injured employee, or in the case of his
9 death, in the name of his dependents, from the other person in whom
10 legal liability for damage exists, the compensation paid or payable to
11 the injured employee, or to his dependents, plus the medical, surgical,
12 hospital and nurses' services and supplies, and burial expenses, paid by
13 them, or for which they have become liable, and the employer or the
14 employer's compensation insurance carrier may commence an action
15 at law for collection against the other person in whom legal liability
16 exists, at any time within one (1) year from the date of the expiration
17 of the two (2) years when the action accrued to the injured employee,
18 or, in the event of his death, to his dependents, notwithstanding the
19 provisions of any statute of limitations to the contrary.

20 In actions brought by the employee or his dependents, he or they
21 shall, within thirty (30) days after the action is filed, notify the
22 employer or the employer's compensation insurance carrier by personal
23 service or registered mail, of the action and the name of the court in
24 which such suit is brought, filing proof thereof in the action.

25 The employer or the employer's compensation insurance carrier
26 shall pay its pro rata share of all costs and reasonably necessary
27 expenses in connection with asserting the third party claim, action or
28 suit, including but not limited to cost of depositions and witness fees,
29 and to the attorney at law selected by the employee or his dependents,
30 a fee of twenty-five per cent (25%), if collected without suit, of the
31 amount of benefits ~~which benefits shall consist of the amount of~~
32 **reimbursements, actually repaid** after the expenses and costs in
33 connection with the third party claim have been deducted therefrom,
34 and a fee of thirty-three and one-third per cent (33 1/3%), if collected
35 with suit, of the amount of benefits **actually repaid** after deduction of
36 costs and reasonably necessary expenses in connection with the third
37 party claim action or suit. The employer may, within ninety (90) days
38 after receipt of notice of suit from the employee or his dependents, join
39 in the action upon his motion so that all orders of court after hearing
40 and judgment shall be made for his protection. An employer or his
41 compensation insurance carrier may waive its right to reimbursement
42 under this section and, as a result of the waiver, not have to pay the



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1 pro-rata share of costs and expenses. **The employer or the employer's**
 2 **compensation insurance carrier shall not be required to pay to the**
 3 **attorney selected by the employee or dependants a fee based upon**
 4 **unpaid compensation or medical benefits, which benefits are**
 5 **terminated as a result of the settlement, paid judgment or other**
 6 **financial resolution of the third party claim, action or suit.**

7 No release or settlement of claim for damages by reason of injury or
 8 death, and no satisfaction of judgment in the proceedings, shall be valid
 9 without the written consent of both employer or the employer's
 10 compensation insurance carrier and employee or his dependents, except
 11 in the case of the employer or the employer's compensation insurance
 12 carrier, consent shall not be required where the employer or the
 13 employer's compensation insurance carrier has been fully indemnified
 14 or protected by court order.

15 SECTION 3. IC 22-3-2-15 IS AMENDED TO READ AS
 16 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 15. (a) No contract,
 17 agreement (written or implied), rule, or other device shall, in any
 18 manner, operate to relieve any employer in whole or in part of any
 19 obligation created by IC 22-3-2 through IC 22-3-6. However, nothing
 20 in IC 22-3-2 through IC 22-3-6 shall be construed as preventing the
 21 parties to claims under IC 22-3-2 through IC 22-3-6 from entering into
 22 voluntary agreements in **full and final release and** settlement thereof,
 23 but no agreement by an employee or his dependents to waive, **release**
 24 **or settle** his rights under IC 22-3-2 through IC 22-3-6 shall be valid nor
 25 shall any agreement of settlement or compromise of any dispute or
 26 claim for compensation under IC 22-3-2 through IC 22-3-6 be valid
 27 until approved by a member of the board. ~~nor shall a member of the~~
 28 ~~worker's compensation board approve any settlement which is not in~~
 29 ~~accordance with the rights of the parties as given in IC 22-3-2 through~~
 30 ~~IC 22-3-6.~~ No such agreement shall be valid unless made after seven
 31 (7) days from the date of the injury or death.

32 (b) A compromise settlement approved by a member of the worker's
 33 compensation board during the employee's lifetime shall extinguish and
 34 bar all claims for compensation **and other expenses and** for the
 35 employee's **injury or** death. ~~if the settlement compromises a dispute on~~
 36 ~~any question or issue other than the extent of disability or the rate of~~
 37 ~~compensation.~~

38 (c) A minor dependent, by parent or legal guardian, may
 39 compromise disputes and may enter into a compromise settlement
 40 agreement, and upon approval by a member of the worker's
 41 compensation board, the settlement agreement shall have the same
 42 force and effect as though the minor had been an adult. The payment



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1 of compensation by the employer in accordance with the settlement
2 agreement shall discharge the employer from all further obligation.

3 SECTION 4. IC 22-3-3-1 IS AMENDED TO READ AS FOLLOWS
4 [EFFECTIVE JULY 1, 2000]: Sec. 1. Unless the employer or his
5 representative shall have actual knowledge of the occurrence of an
6 injury or death at the time thereof or shall acquire such knowledge
7 afterward, the injured employee or his dependents, as soon as
8 practicable after the injury or death resulting therefrom, shall give
9 written notice to the employer of such injury or death.

10 ~~Unless such notice is given or knowledge acquired within thirty (30)~~
11 ~~days from the date of the injury or death;~~ No compensation **or other**
12 **expenses** shall be paid ~~until and from due or payable for~~
13 **compensation or expenses incurred prior to** the date such notice is
14 given or knowledge obtained. ~~No lack of knowledge by the employer~~
15 ~~or his representative; and no want, failure; defect or inaccuracy of the~~
16 ~~notice shall bar compensation; unless the employer shall show that he~~
17 ~~is prejudiced by such lack of knowledge or by such want, failure; defect~~
18 ~~or inaccuracy of the notice; and then only to the extent of such~~
19 ~~prejudices.~~

20 SECTION 5. IC 22-3-3-3 IS AMENDED TO READ AS FOLLOWS
21 [EFFECTIVE JULY 1, 2000]: Sec. 3. The right to compensation under
22 IC 22-3-2 through IC 22-3-6 shall be forever barred unless within two
23 (2) years after the occurrence of the accident, ~~or if death results~~
24 ~~therefrom; within two (2) years after such death;~~ a claim for
25 compensation thereunder shall be filed with the worker's compensation
26 board. However, in all cases wherein an accident or death results from
27 the exposure to radiation, a claim for compensation shall be filed with
28 the board within two (2) years from the date on which the employee
29 had knowledge of his injury or by exercise of reasonable diligence
30 should have known of the existence of such injury and its causal
31 relationship to his employment.

32 SECTION 6. IC 22-3-3-4 IS AMENDED TO READ AS FOLLOWS
33 [EFFECTIVE JULY 1, 2000]: Sec. 4. (a) After an injury and prior to
34 an adjudication of permanent impairment, the employer shall furnish
35 or cause to be furnished, free of charge to the employee, an attending
36 physician for the treatment of his injuries, and in addition thereto such
37 surgical, hospital and nursing services and supplies as the attending
38 physician or the worker's compensation board may deem necessary. If
39 the employee is requested or required by the employer to submit to
40 treatment outside the county of employment, the employer shall also
41 pay the reasonable expense of travel, food, and lodging necessary
42 during the travel, but not to exceed the amount paid at the time of the



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1 travel by the state to its employees under the state travel policies and
 2 procedures established by the department of administration and
 3 approved by the state budget agency.

4 (b) During the period of temporary total disability resulting from the
 5 injury, the employer shall furnish the physician services, and supplies,
 6 and the worker's compensation board may, on proper application of
 7 either party, require that treatment by the physician and services and
 8 supplies be furnished by or on behalf of the employer as the worker's
 9 compensation board may deem reasonably necessary.

10 (c) After an employee's injury has been adjudicated by agreement
 11 or award on the basis of permanent partial impairment and within the
 12 statutory period for review in such case as provided in section 27 of
 13 this chapter, the employer may continue to furnish a physician or
 14 surgeon and other medical services and supplies, and the worker's
 15 compensation board may within the statutory period for review as
 16 provided in section 27 of this chapter, on a proper application of either
 17 party, require that treatment by that physician and other medical
 18 services and supplies be furnished by and on behalf of the employer as
 19 the worker's compensation board may deem necessary to limit or
 20 reduce the amount and extent of the employee's impairment. **However,**
 21 **the board may not order that treatment or other medical services**
 22 **and supplies be furnished beyond or for any period of time outside**
 23 **the statutory period for review as provided in section 27 of this**
 24 **chapter.** The refusal of the employee to accept such services and
 25 supplies, when provided by or on behalf of the employer, shall bar the
 26 employee from all compensation **or other expenses** otherwise payable
 27 during the period of the refusal, and his right to prosecute any
 28 proceeding under IC 22-3-2 through IC 22-3-6 shall be suspended and
 29 abated until the employee's refusal ceases. The employee must be
 30 ~~erved with a notice setting forth advised regarding~~ the consequences
 31 of the refusal under this section. ~~The notice must be in a form~~
 32 ~~prescribed by the worker's compensation board.~~ No compensation for
 33 permanent total impairment, permanent partial impairment, permanent
 34 disfigurement, or death shall be paid or payable for that part or portion
 35 of the impairment, disfigurement, or death which is the result of the
 36 failure of the employee to accept the treatment, services, and supplies
 37 required under this section. However, an employer may at any time
 38 permit an employee to have treatment for his injuries by spiritual
 39 means or prayer in lieu of the physician or surgeon and other medical
 40 services and supplies required under this section.

41 (d) If, because of an emergency, or because of the employer's failure
 42 to provide an attending physician or surgical, hospital, or nursing



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

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

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

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

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

35 **(h) An attending physician or other health care provider is**
 36 **authorized to report in person or in writing to the employer, the**
 37 **employer's compensation insurance carrier or to its or their**
 38 **representatives regarding all aspects of the employee's medical**
 39 **history, diagnosis, treatment, or prognosis. No fact communicated**
 40 **to or otherwise learned by an attending physician or other health**
 41 **care provider shall be privileged.**

42 SECTION 7. IC 22-3-3-6 IS AMENDED TO READ AS FOLLOWS

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1 [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury and during the
 2 period of claimed resulting disability or impairment, the employee, if
 3 so requested by the employee's employer or ordered by the industrial
 4 board, shall submit to an examination at reasonable times and places
 5 by a duly qualified physician or surgeon designated and paid by the
 6 employer or by order of the worker's compensation board. ~~The~~
 7 ~~employee shall have the right to have present at any such examination~~
 8 ~~any duly qualified physician or surgeon provided and paid for by the~~
 9 ~~employee.~~ No fact communicated to, or otherwise learned by, any
 10 physician or surgeon who may have attended or examined the
 11 employee, or who may have been present at any examination, shall be
 12 privileged, either in the hearings provided for in IC 22-3-2 through
 13 IC 22-3-6, or in any action at law brought to recover damages against
 14 any employer who is subject to the compensation provisions of IC 22-
 15 3-2 through IC 22-3-6. If the employee refuses to submit to or in any
 16 way obstructs such examinations, the employee's right to compensation
 17 and his right to take or prosecute any proceedings under IC 22-3-2
 18 through IC 22-3-6 shall be suspended until such refusal or obstruction
 19 ceases. No compensation **or other expenses** shall at any time be
 20 payable for the period of suspension unless in the opinion of the
 21 worker's compensation board the circumstances justified the refusal or
 22 obstruction. The employee must be ~~served with a notice setting forth~~
 23 **advised regarding** the consequences of the refusal under this
 24 subsection. ~~The notice must be in a form prescribed by the board.~~

25 (b) Any employer requesting an examination of any employee
 26 residing within Indiana shall pay, in advance of the time fixed for the
 27 examination, sufficient money to defray the necessary expenses of
 28 travel by the most convenient means to and from the place of
 29 examination, and the cost of meals and lodging necessary during the
 30 travel. If the method of travel is by automobile, the mileage rate to be
 31 paid by the employer shall be the rate currently being paid by the state
 32 to its employees under the state travel policies and procedures
 33 established by the department of administration and approved by the
 34 budget agency. If such examination or travel to or from the place of
 35 examination causes any loss of working time on the part of the
 36 employee, the employer shall ~~reimburse~~ **compensate** the employee for
 37 such loss ~~of wages upon the basis of the employee's average daily~~
 38 ~~wage.~~ **as if the absence from work was a temporary partial**
 39 **disability pursuant to IC 22-3-3-9.** When any employee injured in
 40 Indiana moves outside Indiana, the travel expense and the cost of meals
 41 and lodging necessary during the travel payable under this section shall
 42 be paid from the point in Indiana nearest to the employee's then



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1 residence to the place of examination. No travel and other expense
2 shall be paid for any travel and other expense required outside Indiana.

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

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



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

5 (e) All statements of physicians or surgeons required by this section,
 6 whether those engaged by employee or employer, shall contain the
 7 following information:

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

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

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

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

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

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

26 (f) Delivery of any statement required by this section may be made
 27 to the attorney or agent of the employer or employee and such action
 28 shall be construed as delivery to the employer or employee.

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

37 (h) The employer upon proper application, or the worker's
 38 compensation board, shall have the right in any case of death to require
 39 an autopsy at the expense of the party requesting the same. If, after a
 40 hearing, the worker's compensation board orders an autopsy and such
 41 autopsy is refused by the surviving spouse or next of kin, then any
 42 claim for compensation on account of such death shall be suspended



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1 and abated during such refusal. The surviving spouse or dependent
 2 must be served with a notice setting forth advised regarding the
 3 consequences of the refusal under this subsection. ~~The notice must be~~
 4 ~~in a form prescribed by the worker's compensation board.~~ No autopsy,
 5 except one performed by or on the authority or order of the coroner in
 6 the discharge of the coroner's duties, shall be held in any case by any
 7 person, without notice first being given to the surviving spouse or next
 8 of kin, if they reside in Indiana or their whereabouts can reasonably be
 9 ascertained, of the time and place thereof, and reasonable time and
 10 opportunity given such surviving spouse or next of kin to have a
 11 representative or representatives present to witness same. However, if
 12 such notice is not given, all evidence obtained by such autopsy shall be
 13 suppressed on motion duly made to the worker's compensation board.

14 SECTION 8. IC 22-3-3-7 IS AMENDED TO READ AS FOLLOWS
 15 [EFFECTIVE JULY 1, 2000]: Sec. 7. (a) Compensation shall be
 16 allowed on account of injuries producing only temporary total disability
 17 to work or temporary partial disability to work beginning with the
 18 eighth (8th) day of such disability except for medical benefits provided
 19 in section 4 of the chapter. Compensation shall be allowed for the first
 20 seven (7) calendar days only if the disability continues for longer than
 21 twenty-one (21) days. **Absent an agreement as to temporary total**
 22 **disability or temporary partial disability compensation, an award**
 23 **for temporary total disability or temporary partial disability**
 24 **compensation must be supported by medical opinion evidence of**
 25 **disability, including the dates of disability.**

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



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1 facts or circumstances that are necessary to determine liability within
 2 the additional thirty (30) days. More than thirty (30) days of additional
 3 time may be approved by the worker's compensation board upon the
 4 filing of a petition by the employer or the employer's insurance carrier
 5 that sets forth:

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

12 An employer who fails to comply with this section is subject to a civil
 13 penalty of fifty dollars (\$50), to be assessed and collected by the board
 14 upon notice and hearing. Civil penalties collected under this section
 15 shall be deposited in the state general fund.

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

- 18 (1) the employee has returned to any employment;
 19 (2) the employee has died;
 20 (3) the employee has refused to undergo a medical examination
 21 under section 6 of this chapter or has refused to accept suitable
 22 employment under section 11 of this chapter;
 23 (4) the employee has received five hundred (500) weeks of
 24 temporary total disability benefits or has been paid the maximum
 25 compensation allowed under section 22 of this chapter; or
 26 (5) the employee is unable or unavailable to work for reasons
 27 unrelated to the compensable injury.

28 In all other cases the employer must notify the employee in writing of
 29 the employer's intent to terminate the payment of temporary total
 30 disability benefits and of the availability of employment, if any, on a
 31 form approved by the board. If the employee disagrees with the
 32 proposed termination, the employee must give written notice of
 33 disagreement to the board and the employer within seven (7) days after
 34 receipt of the notice of intent to terminate benefits. If the board and
 35 employer do not receive a notice of disagreement under this section,
 36 the employee's temporary total disability benefits shall be terminated.
 37 Upon receipt of the notice of disagreement, the board shall immediately
 38 contact the parties, which may be by telephone or other means, and
 39 attempt to resolve the disagreement. If the board is unable to resolve
 40 the disagreement within ten (10) days of receipt of the notice of
 41 disagreement, the board shall immediately arrange for an evaluation of
 42 the employee by an independent medical examiner. The independent



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1 medical examiner shall be selected by mutual agreement of the parties
 2 or, if the parties are unable to agree, appointed by the board under
 3 IC 22-3-4-11. If the independent medical examiner determines that the
 4 employee is no longer temporarily disabled or is still temporarily
 5 disabled but can return to employment that the employer has made
 6 available to the employee, or if the employee fails or refuses to appear
 7 for examination by the independent medical examiner, temporary total
 8 disability benefits may be terminated. If either party disagrees with the
 9 opinion of the independent medical examiner, the party shall apply to
 10 the board for a hearing under IC 22-3-4-5.

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

17 (e) If it is determined that as a result of this section temporary total
 18 disability benefits were overpaid, the overpayment shall be deducted
 19 from any benefits due the employee under section 10 of this chapter
 20 and, if there are no benefits due the employee or the benefits due the
 21 employee do not equal the amount of the overpayment, the employee
 22 shall be responsible for paying any overpayment which cannot be
 23 deducted from benefits due the employee.

24 SECTION 9. IC 22-3-3-10, AS AMENDED BY P.L.235-1999,
 25 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 26 JULY 1, 2000]: Sec. 10. (a) With respect to injuries in the following
 27 schedule occurring prior to April 1, 1951, the employee shall receive
 28 in addition to temporary total disability benefits not exceeding twenty-
 29 six (26) weeks on account of the injuries, a weekly compensation of
 30 fifty-five percent (55%) of the employee's average weekly wages. With
 31 respect to injuries in the following schedule occurring on and after
 32 April 1, 1951, and prior to July 1, 1971, the employee shall receive in
 33 addition to temporary total disability benefits not exceeding twenty-six
 34 (26) weeks on account of the injuries, a weekly compensation of sixty
 35 percent (60%) of the employee's average weekly wages. With respect
 36 to injuries in the following schedule occurring on and after July 1,
 37 1971, and before July 1, 1977, the employee shall receive in addition
 38 to temporary total disability benefits not exceeding twenty-six (26)
 39 weeks on account of the injuries, a weekly compensation of sixty
 40 percent (60%) of the employee's average weekly wages not to exceed
 41 one hundred dollars (\$100) average weekly wages, for the periods
 42 stated for the injuries. With respect to injuries in the following



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

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

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

34 (1) Amputation: For the loss by separation of the thumb, sixty
 35 (60) weeks, of the index finger forty (40) weeks, of the second
 36 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
 37 weeks, of the fourth or little finger twenty (20) weeks, of the hand
 38 by separation below the elbow joint two hundred (200) weeks, or
 39 the arm above the elbow two hundred fifty (250) weeks, of the big
 40 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
 41 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
 42 of the fifth or little toe ten (10) weeks, and for loss occurring

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1 before April 1, 1959, by separation of the foot below the knee
 2 joint one hundred fifty (150) weeks and of the leg above the knee
 3 joint two hundred (200) weeks; for loss occurring on and after
 4 April 1, 1959, by separation of the foot below the knee joint, one
 5 hundred seventy-five (175) weeks and of the leg above the knee
 6 joint two hundred twenty-five (225) weeks. The loss of more than
 7 one (1) phalange of a thumb or toes shall be considered as the loss
 8 of the entire thumb or toe. The loss of more than two (2)
 9 phalanges of a finger shall be considered as the loss of the entire
 10 finger. The loss of not more than one (1) phalange of a thumb or
 11 toe shall be considered as the loss of one-half (1/2) of the thumb
 12 or toe and compensation shall be paid for one-half (1/2) of the
 13 period for the loss of the entire thumb or toe. The loss of not more
 14 than one (1) phalange of a finger shall be considered as the loss
 15 of one-third (1/3) of the finger and compensation shall be paid for
 16 one-third (1/3) the period for the loss of the entire finger. The loss
 17 of more than one (1) phalange of the finger but not more than two
 18 (2) phalanges of the finger, shall be considered as the loss of one-
 19 half (1/2) of the finger and compensation shall be paid for one-
 20 half (1/2) of the period for the loss of the entire finger.

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

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

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

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

32 (b) With respect to injuries in the following schedule occurring prior
 33 to April 1, 1951, the employee shall receive in lieu of all other
 34 compensation on account of the injuries, a weekly compensation of
 35 fifty-five percent (55%) of the employee's average weekly wages. With
 36 respect to injuries in the following schedule occurring on and after
 37 April 1, 1951, and prior to April 1, 1955, the employee shall receive in
 38 lieu of all other compensation on account of the injuries a weekly
 39 compensation of sixty percent (60%) of the employee's average weekly
 40 wages. With respect to injuries in the following schedule occurring on
 41 and after April 1, 1955, and prior to July 1, 1971, the employee shall
 42 receive in addition to temporary total disability benefits not exceeding



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

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

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

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period stated for the injury.

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

(2) Partial loss of use: For the permanent partial loss of the use of an arm, hand, thumb, finger, leg, foot, toe, or phalange, compensation shall be paid for the proportionate loss of the use of such arm, hand, thumb, finger, leg, foot, toe, or phalange.

(3) For injuries resulting in total permanent disability, five hundred (500) weeks.

(4) For any permanent reduction of the sight of an eye less than a total loss as specified in subsection (a)(3), compensation shall be paid for a period proportionate to the degree of such permanent reduction without correction or glasses. However, when such permanent reduction without correction or glasses would result in one hundred percent (100%) loss of vision, but correction or glasses would result in restoration of vision, then in such event compensation shall be paid for fifty percent (50%) of such total loss of vision without glasses, plus an additional amount equal to the proportionate amount of such reduction with glasses, not to exceed an additional fifty percent (50%).

(5) For any permanent reduction of the hearing of one (1) or both ears, less than the total loss as specified in subsection (a)(4), compensation shall be paid for a period proportional to the degree of such permanent reduction.

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

(7) In all cases of permanent disfigurement which may impair the future usefulness or opportunities of the employee, compensation, in the discretion of the worker's compensation board, not exceeding two hundred (200) weeks, except that no compensation shall be payable under this subdivision where compensation is payable elsewhere in this section.

(c) With respect to injuries in the following schedule occurring on and after July 1, 1991, the employee shall receive in addition to temporary total disability benefits, not exceeding one hundred twenty-five (125) weeks on account of the injury, compensation in an amount determined under the following schedule to be paid weekly at a rate of

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1 sixty-six and two-thirds percent (66 2/3%) of the employee's average
2 weekly wages during the fifty-two (52) weeks immediately preceding
3 the week in which the injury occurred.

4 (1) Amputation: For the loss by separation of the thumb, twelve
5 (12) degrees of permanent impairment; of the index finger, eight
6 (8) degrees of permanent impairment; of the second finger, seven
7 (7) degrees of permanent impairment; of the third or ring finger,
8 six (6) degrees of permanent impairment; of the fourth or little
9 finger, four (4) degrees of permanent impairment; of the hand by
10 separation below the elbow joint, forty (40) degrees of permanent
11 impairment; of the arm above the elbow, fifty (50) degrees of
12 permanent impairment; of the big toe, twelve (12) degrees of
13 permanent impairment; of the second toe, six (6) degrees of
14 permanent impairment; of the third toe, four (4) degrees of
15 permanent impairment; of the fourth toe, three (3) degrees of
16 permanent impairment; of the fifth or little toe, two (2) degrees of
17 permanent impairment; by separation of the foot below the knee
18 joint, thirty-five (35) degrees of permanent impairment; and of the
19 leg above the knee joint, forty-five (45) degrees of permanent
20 impairment.

21 (2) Amputations: For the loss by separation of any of the body
22 parts described in subdivision (1) on or after July 1, 1997, and for
23 the loss by separation of any of the body parts described in
24 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
25 values per degree applying on the date of the injury as described
26 in subsection (d) shall be multiplied by two (2). However, the
27 doubling provision of this subdivision does not apply to a loss of
28 use that is not a loss by separation.

29 (3) The loss of more than one (1) phalange of a thumb or toe shall
30 be considered as the loss of the entire thumb or toe. The loss of
31 more than two (2) phalanges of a finger shall be considered as the
32 loss of the entire finger. The loss of not more than one (1)
33 phalange of a thumb or toe shall be considered as the loss of one-
34 half (1/2) of the degrees of permanent impairment for the loss of
35 the entire thumb or toe. The loss of not more than one (1)
36 phalange of a finger shall be considered as the loss of one-third
37 (1/3) of the finger and compensation shall be paid for one-third
38 (1/3) of the degrees payable for the loss of the entire finger. The
39 loss of more than one (1) phalange of the finger but not more than
40 two (2) phalanges of the finger shall be considered as the loss of
41 one-half (1/2) of the finger and compensation shall be paid for
42 one-half (1/2) of the degrees payable for the loss of the entire



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

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1 ears, less than the total loss as specified in subsection (a)(4),
 2 compensation shall be paid in an amount proportionate to the
 3 degree of a permanent reduction.

4 (14) In all other cases of permanent partial impairment,
 5 compensation proportionate to the degree of a permanent partial
 6 impairment, in the discretion of the worker's compensation board,
 7 not exceeding one hundred (100) degrees of permanent
 8 impairment.

9 (15) In all cases of permanent disfigurement which may impair
 10 the future usefulness or opportunities of the employee,
 11 compensation, in the discretion of the worker's compensation
 12 board, not exceeding forty (40) degrees of permanent impairment
 13 except that no compensation shall be payable under this
 14 subdivision where compensation is payable elsewhere in this
 15 section.

16 (d) Compensation for permanent partial impairment shall be paid
 17 according to the degree of permanent impairment for the injury
 18 determined under subsection (c) and the following:

19 (1) With respect to injuries occurring on and after July 1, 1991,
 20 and before July 1, 1992, for each degree of permanent impairment
 21 from one (1) to thirty-five (35), five hundred dollars (\$500) per
 22 degree; for each degree of permanent impairment from thirty-six
 23 (36) to fifty (50), nine hundred dollars (\$900) per degree; for each
 24 degree of permanent impairment above fifty (50), one thousand
 25 five hundred dollars (\$1,500) per degree.

26 (2) With respect to injuries occurring on and after July 1, 1992,
 27 and before July 1, 1993, for each degree of permanent impairment
 28 from one (1) to twenty (20), five hundred dollars (\$500) per
 29 degree; for each degree of permanent impairment from twenty-
 30 one (21) to thirty-five (35), eight hundred dollars (\$800) per
 31 degree; for each degree of permanent impairment from thirty-six
 32 (36) to fifty (50), one thousand three hundred dollars (\$1,300) per
 33 degree; for each degree of permanent impairment above fifty (50),
 34 one thousand seven hundred dollars (\$1,700) per degree.

35 (3) With respect to injuries occurring on and after July 1, 1993,
 36 and before July 1, 1997, for each degree of permanent impairment
 37 from one (1) to ten (10), five hundred dollars (\$500) per degree;
 38 for each degree of permanent impairment from eleven (11) to
 39 twenty (20), seven hundred dollars (\$700) per degree; for each
 40 degree of permanent impairment from twenty-one (21) to thirty-
 41 five (35), one thousand dollars (\$1,000) per degree; for each
 42 degree of permanent impairment from thirty-six (36) to fifty (50),



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- 1 one thousand four hundred dollars (\$1,400) per degree; for each
 2 degree of permanent impairment above fifty (50), one thousand
 3 seven hundred dollars (\$1,700) per degree.
- 4 (4) With respect to injuries occurring on and after July 1, 1997,
 5 and before July 1, 1998, for each degree of permanent impairment
 6 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
 7 degree; for each degree of permanent impairment from eleven
 8 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
 9 for each degree of permanent impairment from thirty-six (36) to
 10 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
 11 for each degree of permanent impairment above fifty (50), one
 12 thousand seven hundred dollars (\$1,700) per degree.
- 13 (5) With respect to injuries occurring on and after July 1, 1998,
 14 and before July 1, 1999, for each degree of permanent impairment
 15 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
 16 degree; for each degree of permanent impairment from eleven
 17 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
 18 for each degree of permanent impairment from thirty-six (36) to
 19 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
 20 for each degree of permanent impairment above fifty (50), one
 21 thousand seven hundred dollars (\$1,700) per degree.
- 22 (6) With respect to injuries occurring on and after July 1, 1999,
 23 for each degree of permanent impairment from one (1) to ten (10),
 24 nine hundred dollars (\$900) per degree; for each degree of
 25 permanent impairment from eleven (11) to thirty-five (35), one
 26 thousand one hundred dollars (\$1,100) per degree; for each
 27 degree of permanent impairment from thirty-six (36) to fifty (50),
 28 one thousand six hundred dollars (\$1,600) per degree; for each
 29 degree of permanent impairment above fifty (50), two thousand
 30 dollars (\$2,000) per degree.
- 31 (e) The average weekly wages used in the determination of
 32 compensation for permanent partial impairment under subsections (c)
 33 and (d) shall not exceed the following:
- 34 (1) With respect to injuries occurring on or after July 1, 1991, and
 35 before July 1, 1992, four hundred ninety-two dollars (\$492).
- 36 (2) With respect to injuries occurring on or after July 1, 1992, and
 37 before July 1, 1993, five hundred forty dollars (\$540).
- 38 (3) With respect to injuries occurring on or after July 1, 1993, and
 39 before July 1, 1994, five hundred ninety-one dollars (\$591).
- 40 (4) With respect to injuries occurring on or after July 1, 1994, and
 41 before July 1, 1997, six hundred forty-two dollars (\$642).
- 42 (5) With respect to injuries occurring on or after July 1, 1997, and

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- 1 before July 1, 1998, six hundred seventy-two dollars (\$672).
- 2 (6) With respect to injuries occurring on or after July 1, 1998, and
- 3 before July 1, 1999, seven hundred two dollars (\$702).
- 4 (7) With respect to injuries occurring on or after July 1, 1999, and
- 5 before July 1, 2000, seven hundred thirty-two dollars (\$732).
- 6 (8) With respect to injuries occurring on or after July 1, 2000, **and**
- 7 **before July 1, 2001**, seven hundred sixty-two dollars (\$762).
- 8 **(9) With respect to injuries occurring on or after July 1, 2001,**
- 9 **and before July 1, 2002, seven hundred ninety-two dollars**
- 10 **(\$792).**
- 11 **(10) With respect to injuries occurring on or after July 1,**
- 12 **2002, and before July 1, 2003, eight hundred twenty-two**
- 13 **dollars (\$822).**
- 14 **(11) With respect to injuries occurring on or after July 1,**
- 15 **2003, and before July 1, 2004, eight hundred fifty-two dollars**
- 16 **(\$852).**
- 17 **(12) With respect to injuries occurring on or after July 1,**
- 18 **2004, eight hundred eighty-two dollars (\$882).**

19 SECTION 10. IC 22-3-3-16 IS AMENDED TO READ AS
 20 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 16. When an employee
 21 has been awarded ~~or is entitled to an award of~~ compensation for a
 22 definite period under IC 22-3-2 through IC 22-3-6 for an injury
 23 occurring prior to April 1, 1945, and dies from any other cause than
 24 such injury, payment of the unpaid balance of such compensation, not
 25 exceeding three hundred (300) weeks, shall be made to his dependents
 26 as defined in section 18 of this chapter; provided that where the
 27 compensable injury occurred on and after April 1, 1945, and prior to
 28 April 1, 1951, the maximum shall not exceed three hundred fifty (350)
 29 weeks. With respect to any such injury occurring on and after April 1,
 30 1951, the maximum shall not exceed three hundred fifty (350) weeks
 31 for dependents of the second or third class and the maximum shall not
 32 exceed five hundred (500) weeks for dependents of the first class.

33 SECTION 11. IC 22-3-3-19 IS AMENDED TO READ AS
 34 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) The following
 35 persons are conclusively presumed to be wholly dependent for support
 36 upon a deceased employee and shall constitute the class known as
 37 presumptive dependents in section 18 of this chapter:

- 38 (1) A wife upon a husband with whom she is living at the time of
- 39 his death, or upon whom the laws of the state impose the
- 40 obligation of her support at such time. The term "wife", as used in
- 41 this subdivision, shall exclude a common law wife unless such
- 42 common law relationship was entered into before January 1,

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1 1958, and, in addition, existed openly and notoriously for a period
 2 of not less than five (5) years immediately preceding the death.
 3 (2) A husband upon his wife with whom he is living at the time of
 4 her death. The term "husband", as used in this subdivision, shall
 5 exclude a common law husband unless such common law
 6 relationship was entered into before January 1, 1958, and, in
 7 addition, existed openly and notoriously for a period of not less
 8 than five (5) years immediately preceding the death.
 9 (3) An unmarried child under the age of twenty-one (21) years
 10 upon the parent with whom the child is living at the time of the
 11 death of such parent.
 12 (4) An unmarried child under twenty-one (21) years upon the
 13 parent with whom the child may not be living at the time of the
 14 death of such parent, but upon whom, at such time, the laws of the
 15 state impose the obligation to support such child.
 16 (5) A child over the age of twenty-one (21) years who has never
 17 been married and who is either physically or mentally
 18 incapacitated from earning the child's own support, upon a parent
 19 upon whom the laws of the state impose the obligation of the
 20 support of such unmarried child.
 21 ~~(6) A child over the age of twenty-one (21) years who has never~~
 22 ~~been married and who at the time of the death of the parent is~~
 23 ~~keeping house for and living with such parent and is not otherwise~~
 24 ~~gainfully employed.~~
 25 (b) As used in this section, the term "child" includes stepchildren,
 26 legally adopted children, posthumous children, and acknowledged
 27 children born out of wedlock. The term "parent" includes stepparents
 28 and parents by adoption.
 29 (c) The dependency of a child under ~~subsections subsection~~ (a)(3)
 30 and (a)(4) shall terminate when the child attains the age of twenty-one
 31 (21).
 32 (d) The dependency of any person as a presumptive dependent shall
 33 terminate upon the marriage of such dependent subsequent to the death
 34 of the employee, and such dependency shall not be reinstated by
 35 divorce. However, for deaths from injuries occurring on and after July
 36 1, 1977, a surviving spouse who is a presumptive dependent and who
 37 is the only surviving dependent of the deceased employee is entitled to
 38 receive, upon remarriage before the expiration of the maximum
 39 statutory compensation period, a lump sum settlement equal to the
 40 smaller of one hundred four (104) weeks of compensation or the
 41 compensation for the remainder of the maximum statutory
 42 compensation period.

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1 (e) The dependency of any child under subsection (a)(6) shall be
 2 terminated at such time as such dependent becomes gainfully employed
 3 or marries.

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

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1 compensation payable shall not exceed the average weekly wages of
2 the employee at the time of the injury. In computing compensation for
3 temporary total disability, temporary partial disability, and total
4 permanent disability, with respect to injuries occurring on and after
5 July 1, 1977, and before July 1, 1979, the average weekly wages are
6 considered to be (1) not more than one hundred eighty dollars (\$180);
7 and (2) not less than seventy-five dollars (\$75). However, the weekly
8 compensation payable may not exceed the average weekly wages of the
9 employee at the time of the injury. In computing compensation for
10 temporary total disability, temporary partial disability, and total
11 permanent disability, with respect to injuries occurring on and after
12 July 1, 1979, and before July 1, 1980, the average weekly wages are
13 considered to be (1) not more than one hundred ninety-five dollars
14 (\$195), and (2) not less than seventy-five dollars (\$75). However, the
15 weekly compensation payable shall not exceed the average weekly
16 wages of the employee at the time of the injury. In computing
17 compensation for temporary total disability, temporary partial
18 disability, and total permanent disability, with respect to injuries
19 occurring on and after July 1, 1980, and before July 1, 1983, the
20 average weekly wages are considered to be (1) not more than two
21 hundred ten dollars (\$210), and (2) not less than seventy-five dollars
22 (\$75). However, the weekly compensation payable shall not exceed the
23 average weekly wages of the employee at the time of the injury. In
24 computing compensation for temporary total disability, temporary
25 partial disability, and total permanent disability, with respect to injuries
26 occurring on and after July 1, 1983, and before July 1, 1984, the
27 average weekly wages are considered to be (1) not more than two
28 hundred thirty-four dollars (\$234) and (2) not less than seventy-five
29 dollars (\$75). However, the weekly compensation payable shall not
30 exceed the average weekly wages of the employee at the time of the
31 injury. In computing compensation for temporary total disability,
32 temporary partial disability, and total permanent disability, with respect
33 to injuries occurring on and after July 1, 1984, and before July 1, 1985,
34 the average weekly wages are considered to be (1) not more than two
35 hundred forty-nine dollars (\$249) and (2) not less than seventy-five
36 dollars (\$75). However, the weekly compensation payable shall not
37 exceed the average weekly wages of the employee at the time of the
38 injury. In computing compensation for temporary total disability,
39 temporary partial disability, and total permanent disability, with respect
40 to injuries occurring on and after July 1, 1985, and before July 1, 1986,
41 the average weekly wages are considered to be (1) not more than two
42 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five

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

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

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

33 In computing compensation for temporary total disability, temporary
34 partial disability, and total permanent disability, with respect to injuries
35 occurring on and after July 1, 1991, and before July 1, 1992, the
36 average weekly wages are considered to be (1) not more than four
37 hundred ninety-two dollars (\$492) 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.

41 In computing compensation for temporary total disability, temporary
42 partial disability, and total permanent disability, with respect to injuries

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42 (5) with respect to injuries occurring on and after July 1,

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- 1 **2001, and before July 1, 2002:**
 2 (A) not more than seven hundred ninety-two dollars
 3 (\$792); and
 4 (B) not less than seventy-five dollars (\$75);
 5 **(6) with respect to injuries occurring on and after July 1,**
 6 **2002, and before July 1, 2003:**
 7 (A) not more than eight hundred twenty-two dollars
 8 (\$822); and
 9 (B) not less than seventy-five dollars (\$75);
 10 **(7) with respect to injuries occurring on and after July 1,**
 11 **2003, and before July 1, 2004:**
 12 (A) not more than eight hundred fifty-two dollars (\$852);
 13 and
 14 (B) not less than seventy-five dollars (\$75);
 15 **(8) with respect to injuries occurring on and after July 1,**
 16 **2004:**
 17 (A) not more than eight hundred eighty-two dollars (\$882);
 18 and
 19 (B) not less than seventy-five dollars (\$74).

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

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

28 (d) With respect to any injury occurring on and after April 1, 1955,
 29 and prior to April 1, 1957, the maximum compensation exclusive of
 30 medical benefits, which shall be paid for an injury under any provisions
 31 of this law or under any combination of its provisions shall not exceed
 32 twelve thousand five hundred dollars (\$12,500) in any case. With
 33 respect to any injury occurring on and after April 1, 1957 and prior to
 34 April 1, 1963, the maximum compensation exclusive of medical
 35 benefits, which shall be paid for an injury under any provision of this
 36 law or under any combination of its provisions shall not exceed fifteen
 37 thousand dollars (\$15,000) in any case. With respect to any injury
 38 occurring on and after April 1, 1963, and prior to April 1, 1965, the
 39 maximum compensation exclusive of medical benefits, which shall be
 40 paid for an injury under any provision of this law or under any
 41 combination of its provisions shall not exceed sixteen thousand five
 42 hundred dollars (\$16,500) in any case. With respect to any injury



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1 occurring on and after April 1, 1965, and prior to April 1, 1967, the
2 maximum compensation exclusive of medical benefits which shall be
3 paid for any injury under any provision of this law or any combination
4 of provisions shall not exceed twenty thousand dollars (\$20,000) in any
5 case. With respect to any injury occurring on and after April 1, 1967,
6 and prior to July 1, 1971, the maximum compensation exclusive of
7 medical benefits which shall be paid for an injury under any provision
8 of this law or any combination of provisions shall not exceed twenty-
9 five thousand dollars (\$25,000) in any case. With respect to any injury
10 occurring on and after July 1, 1971, and prior to July 1, 1974, the
11 maximum compensation exclusive of medical benefits which shall be
12 paid for any injury under any provision of this law or any combination
13 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
14 case. With respect to any injury occurring on and after July 1, 1974,
15 and before July 1, 1976, the maximum compensation exclusive of
16 medical benefits which shall be paid for an injury under any provision
17 of this law or any combination of provisions shall not exceed forty-five
18 thousand dollars (\$45,000) in any case. With respect to an injury
19 occurring on and after July 1, 1976, and before July 1, 1977, the
20 maximum compensation, exclusive of medical benefits, which shall be
21 paid for any injury under any provision of this law or any combination
22 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
23 any case. With respect to any injury occurring on and after July 1,
24 1977, and before July 1, 1979, the maximum compensation, exclusive
25 of medical benefits, which may be paid for an injury under any
26 provision of this law or any combination of provisions may not exceed
27 sixty thousand dollars (\$60,000) in any case. With respect to any injury
28 occurring on and after July 1, 1979, and before July 1, 1980, the
29 maximum compensation, exclusive of medical benefits, which may be
30 paid for an injury under any provisions of this law or any combination
31 of provisions may not exceed sixty-five thousand dollars (\$65,000) in
32 any case. With respect to any injury occurring on and after July 1,
33 1980, and before July 1, 1983, the maximum compensation, exclusive
34 of medical benefits, which may be paid for an injury under any
35 provisions of this law or any combination of provisions may not exceed
36 seventy thousand dollars (\$70,000) in any case. With respect to any
37 injury occurring on and after July 1, 1983, and before July 1, 1984, the
38 maximum compensation, exclusive of medical benefits, which may be
39 paid for an injury under any provisions of this law or any combination
40 of provisions may not exceed seventy-eight thousand dollars (\$78,000)
41 in any case. With respect to any injury occurring on and after July 1,
42 1984, and before July 1, 1985, the maximum compensation, exclusive

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1 of medical benefits, which may be paid for an injury under any
 2 provisions of this law or any combination of provisions may not exceed
 3 eighty-three thousand dollars (\$83,000) in any case. With respect to
 4 any injury occurring on and after July 1, 1985, and before July 1, 1986,
 5 the maximum compensation, exclusive of medical benefits, which may
 6 be paid for an injury under any provisions of this law or any
 7 combination of provisions may not exceed eighty-nine thousand dollars
 8 (\$89,000) in any case. With respect to any injury occurring on and after
 9 July 1, 1986, and before July 1, 1988, the maximum compensation,
 10 exclusive of medical benefits, which may be paid for an injury under
 11 any provisions of this law or any combination of provisions may not
 12 exceed ninety-five thousand dollars (\$95,000) in any case. With respect
 13 to any injury occurring on and after July 1, 1988, and before July 1,
 14 1989, the maximum compensation, exclusive of medical benefits,
 15 which may be paid for an injury under any provisions of this law or any
 16 combination of provisions may not exceed one hundred twenty-eight
 17 thousand dollars (\$128,000) in any case.

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

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

28 With respect to any injury occurring on and after July 1, 1991, and
 29 before July 1, 1992, 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 sixty-
 32 four thousand dollars (\$164,000) in any case.

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

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

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

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

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

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

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

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

22 **(5) With respect to an injury occurring on and after July 1,**
 23 **2001, and before July 1, 2002, two hundred sixty-four dollars**
 24 **(\$264,000).**

25 **(6) With respect to an injury occurring on and after July 1,**
 26 **2002, and before July 1, 2003, two hundred seventy-four**
 27 **dollars (\$274,000).**

28 **(7) With respect to an injury occurring on and after July 1,**
 29 **2003, and before July 1, 2004, two hundred eighty-four**
 30 **dollars (\$284,000).**

31 **(8) With respect to an injury occurring on and after July 1,**
 32 **2004, two hundred ninety-four dollars (\$294,000).**

33 SECTION 13. IC 22-3-3-25 IS AMENDED TO READ AS
 34 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 25. (a) In unusual
 35 cases, upon the agreement of the employer and the employee or his
 36 dependents, and the insurance carrier, and the approval of the worker's
 37 compensation board, compensation may be redeemed, in whole or in
 38 part, by the cash payment, in a lump sum, of the commutable value of
 39 the installments to be redeemed.

40 (b) The board may, at any time, in the case of permanently disabling
 41 injuries of a minor, require that he be compensated by the cash
 42 payment in a lump sum of the commutable value of the unredeemed

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1 installments of the compensation to which he is entitled.

2 (c) In all such cases, the commutable value of the future unpaid
3 installments of compensation shall be the present value thereof, at the
4 rate of ~~three~~ **eight** percent (~~3%~~) (**8%**) interest, compounded annually.

5 SECTION 14. IC 22-3-3-27 IS AMENDED TO READ AS
6 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 27. (a) The power and
7 jurisdiction of the worker's compensation board over each case shall be
8 continuing and from time to time it may, upon its own motion or upon
9 the application of either party, on account of a change in conditions,
10 make such modification or change in the award ending, lessening,
11 continuing, or extending the payments previously awarded, either by
12 agreement or upon hearing, as it may deem just, subject to the
13 maximum and minimum provided for in IC 22-3-2 through IC 22-3-6.

14 (b) Upon making any such change, the board shall immediately send
15 to each of the parties a copy of the modified award. No such
16 modification shall affect the previous award as to any money paid
17 thereunder.

18 (c) The board shall not make any such modification upon its own
19 motion nor shall any application therefor be filed by either party after
20 the expiration of ~~two (2) years~~ **one (1) year** from the last day for which
21 compensation was paid. ~~under the original award made either by~~
22 ~~agreement or upon hearing, except that applications for increased~~
23 ~~permanent partial impairment are barred unless filed within one (1)~~
24 ~~year from the last day for which compensation was paid:~~ The board
25 may at any time correct any clerical error in any finding or award.

26 SECTION 15. IC 22-3-3-30 IS AMENDED TO READ AS
27 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 30. No limitation of
28 time provided in IC 22-3-2 through IC 22-3-6 shall run against any
29 person who is mentally incompetent or a minor so long as he has no
30 **parent**, guardian or trustee.

31 SECTION 16. IC 22-3-4-12 IS AMENDED TO READ AS
32 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12. Except as provided
33 in section 12.1 of this chapter, the fees of attorneys and physicians and
34 charges of nurses and hospitals for services under IC 22-3-2 through
35 IC 22-3-6 shall be subject to the approval of the ~~industrial worker's~~
36 **compensation** board. When any claimant for compensation is
37 represented by an attorney in the prosecution of his claim, the ~~industrial~~
38 **worker's compensation** board shall fix and state in the award, if
39 compensation be awarded, the amount of the claimant's attorney's fees.
40 The fee so fixed shall be binding upon both the claimant and his
41 attorney, and the employer shall pay to the attorney out of the award the
42 fee so fixed, and the receipt of the attorney therefor shall fully acquit

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1 the employer for an equal portion of the award; provided, that
 2 whenever the **industrial worker's compensation** board shall determine
 3 upon hearing of a claim that the employer has acted in bad faith in
 4 adjusting and settling said award, or whenever the **industrial worker's**
 5 **compensation** board shall determine upon hearing of a claim that the
 6 employer has not pursued the settlement of said claim with diligence,
 7 then the board shall, if compensation be awarded, fix the amount of the
 8 claimant's attorney's fees and such attorney fees shall be paid to the
 9 attorney and shall not be charged against the award to the claimant.
 10 **Whenever the worker's compensation board determines that the**
 11 **claimant's application for benefits was, at the time it was filed,**
 12 **unwarranted by existing law or evidence, the board shall fix the**
 13 **amount of the employer's attorney's fees to be paid by the**
 14 **claimant.**

15 SECTION 17. IC 22-3-4-12.1 IS AMENDED TO READ AS
 16 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12.1. (a) The worker's
 17 compensation board, upon hearing a claim for benefits, has the
 18 exclusive jurisdiction to determine whether the employer, the
 19 employer's worker's compensation administrator, or the worker's
 20 compensation insurance carrier has acted with a lack of diligence, in
 21 bad faith, or has committed an independent tort in adjusting or settling
 22 the claim for compensation.

23 (b) If lack of diligence, bad faith, or an independent tort is proven
 24 under subsection (a), the award to the claimant shall be at least five
 25 hundred dollars (\$500), but not more than twenty thousand dollars
 26 (\$20,000), depending upon the degree of culpability and the actual
 27 damages sustained.

28 (c) An award under this section shall be paid by the employer,
 29 worker's compensation administrator, or worker's compensation
 30 insurance carrier responsible to the claimant for the lack of diligence,
 31 bad faith, or independent tort.

32 (d) The worker's compensation board shall fix in addition to any
 33 award under this section the amount of attorney's fees payable with
 34 respect to an award made under this section. The attorney's fees may
 35 not exceed thirty-three and one-third percent (33 1/3%) of the amount
 36 of the award.

37 (e) If the worker's compensation board makes an award under this
 38 section, it shall reduce the award to writing and forward a copy to the
 39 department of insurance for review under IC 27-4-1-4.5.

40 (f) **An award or awards to a claimant pursuant to subsection (b)**
 41 **shall not total more than twenty thousand dollars (\$20,000) during**
 42 **the life of the claim for benefits arising from an accidental injury.**

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1 SECTION 18. IC 22-3-6-1, AS AMENDED BY P.L.235-1999,
 2 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 3 JULY 1, 2000]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
 4 context otherwise requires:

5 (a) "Employer" includes the state and any political subdivision, any
 6 municipal corporation within the state, any individual or the legal
 7 representative of a deceased individual, firm, association, limited
 8 liability company, or corporation or the receiver or trustee of the same,
 9 using the services of another for pay. If the employer is insured, the
 10 term includes the employer's insurer so far as applicable. However, the
 11 inclusion of an employer's insurer within this definition does not allow
 12 an employer's insurer to avoid payment for services rendered to an
 13 employee with the approval of the employer. The term also includes an
 14 employer that provides on-the-job training under the federal School to
 15 Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth
 16 in IC 22-3-2-2.5.

17 (b) "Employee" means every person, including a minor, in the
 18 service of another, under any contract of hire or apprenticeship, written
 19 or implied, except one whose employment is both casual and not in the
 20 usual course of the trade, business, occupation, or profession of the
 21 employer.

22 (1) An executive officer elected or appointed and empowered in
 23 accordance with the charter and bylaws of a corporation, other
 24 than a municipal corporation or governmental subdivision or a
 25 charitable, religious, educational, or other nonprofit corporation,
 26 is an employee of the corporation under IC 22-3-2 through IC 22-
 27 3-6.

28 (2) An executive officer of a municipal corporation or other
 29 governmental subdivision or of a charitable, religious,
 30 educational, or other nonprofit corporation may, notwithstanding
 31 any other provision of IC 22-3-2 through IC 22-3-6, be brought
 32 within the coverage of its insurance contract by the corporation by
 33 specifically including the executive officer in the contract of
 34 insurance. The election to bring the executive officer within the
 35 coverage shall continue for the period the contract of insurance is
 36 in effect, and during this period, the executive officers thus
 37 brought within the coverage of the insurance contract are
 38 employees of the corporation under IC 22-3-2 through IC 22-3-6.

39 (3) Any reference to an employee who has been injured, when the
 40 employee is dead, also includes the employee's legal
 41 representatives, dependents, and other persons to whom
 42 compensation may be payable.



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- 1 (4) An owner of a sole proprietorship may elect to include the
- 2 owner as an employee under IC 22-3-2 through IC 22-3-6 if the
- 3 owner is actually engaged in the proprietorship business. If the
- 4 owner makes this election, the owner must serve upon the owner's
- 5 insurance carrier and upon the board written notice of the
- 6 election. No owner of a sole proprietorship may be considered an
- 7 employee under IC 22-3-2 through IC 22-3-6 until the notice has
- 8 been received. If the owner of a sole proprietorship is an
- 9 independent contractor in the construction trades and does not
- 10 make the election provided under this subdivision, the owner
- 11 must obtain an affidavit of exemption under IC 22-3-2-14.5.
- 12 (5) A partner in a partnership may elect to include the partner as
- 13 an employee under IC 22-3-2 through IC 22-3-6 if the partner is
- 14 actually engaged in the partnership business. If a partner makes
- 15 this election, the partner must serve upon the partner's insurance
- 16 carrier and upon the board written notice of the election. No
- 17 partner may be considered an employee under IC 22-3-2 through
- 18 IC 22-3-6 until the notice has been received. If a partner in a
- 19 partnership is an independent contractor in the construction trades
- 20 and does not make the election provided under this subdivision,
- 21 the partner must obtain an affidavit of exemption under IC 22-3-
- 22 2-14.5.
- 23 (6) Real estate professionals are not employees under IC 22-3-2
- 24 through IC 22-3-6 if:
- 25 (A) they are licensed real estate agents;
- 26 (B) substantially all their remuneration is directly related to
- 27 sales volume and not the number of hours worked; and
- 28 (C) they have written agreements with real estate brokers
- 29 stating that they are not to be treated as employees for tax
- 30 purposes.
- 31 (7) A person is an independent contractor in the construction
- 32 trades and not an employee under IC 22-3-2 through IC 22-3-6 if
- 33 the person is an independent contractor under the guidelines of
- 34 the United States Internal Revenue Service.
- 35 (8) An owner-operator that provides a motor vehicle and the
- 36 services of a driver under a written contract that is subject to IC 8-
- 37 2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor carrier is
- 38 not an employee of the motor carrier for purposes of IC 22-3-2
- 39 through IC 22-3-6. The owner-operator may elect to be covered
- 40 and have the owner-operator's drivers covered under a worker's
- 41 compensation insurance policy or authorized self-insurance that
- 42 insures the motor carrier if the owner-operator pays the premiums

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as requested by the motor carrier. An election by an owner-operator under this subdivision does not terminate the independent contractor status of the owner-operator for any purpose other than the purpose of this subdivision.

(9) A member or manager in a limited liability company may elect to include the member or manager as an employee under IC 22-3-2 through IC 22-3-6 if the member or manager is actually engaged in the limited liability company business. If a member or manager makes this election, the member or manager must serve upon the member's or manager's insurance carrier and upon the board written notice of the election. A member or manager may not be considered an employee under IC 22-3-2 through IC 22-3-6 until the notice has been received.

(10) An unpaid participant under the federal School to Work Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the extent set forth in IC 22-3-2-2.5.

(c) "Minor" means an individual who has not reached seventeen (17) years of age.

(1) Unless otherwise provided in this subsection, a minor employee shall be considered as being of full age for all purposes of IC 22-3-2 through IC 22-3-6.

(2) If the employee is a minor who, at the time of the accident, is employed, required, suffered, or permitted to work in violation of IC 20-8.1-4-25, the amount of compensation and death benefits, as provided in IC 22-3-2 through IC 22-3-6, shall be double the amount which would otherwise be recoverable. The insurance carrier shall be liable on its policy for one-half (1/2) of the compensation or benefits that may be payable on account of the injury or death of the minor, and the employer shall be liable for the other one-half (1/2) of the compensation or benefits. If the employee is a minor who is not less than sixteen (16) years of age and who has not reached seventeen (17) years of age and who at the time of the accident is employed, suffered, or permitted to work at any occupation which is not prohibited by law, this subdivision does not apply.

(3) A minor employee who, at the time of the accident, is a student performing services for an employer as part of an approved program under IC 20-10.1-6-7 shall be considered a full-time employee for the purpose of computing compensation for permanent impairment under IC 22-3-3-10. The average weekly wages for such a student shall be calculated as provided in subsection (d)(4).

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1 (4) The rights and remedies granted in this subsection to a minor
 2 under IC 22-3-2 through IC 22-3-6 on account of personal injury
 3 or death by accident shall exclude all rights and remedies of the
 4 minor, the minor's parents, or the minor's personal
 5 representatives, dependents, or next of kin at common law,
 6 statutory or otherwise, on account of the injury or death. This
 7 subsection does not apply to minors who have reached seventeen
 8 (17) years of age.

9 (d) "Average weekly wages" means the earnings of the injured
 10 employee in the employment in which the employee was working at the
 11 time of the injury during the period of fifty-two (52) weeks
 12 immediately preceding the date of injury, divided by fifty-two (52),
 13 except as follows:

14 ~~(1) If the injured employee lost seven (7) or more calendar days~~
 15 ~~during this period; although not in the same week; then the~~
 16 ~~earnings for the remainder of the fifty-two (52) weeks shall be~~
 17 ~~divided by the number of weeks and parts thereof remaining after~~
 18 ~~the time lost has been deducted.~~

19 ~~(2)~~ (1) Where the employment prior to the injury extended over
 20 a period of less than fifty-two (52) weeks, the method of dividing
 21 the earnings during that period by the number of weeks and parts
 22 thereof during which the employee earned wages shall be
 23 followed, if results just and fair to both parties will be obtained.
 24 Where by reason of the shortness of the time during which the
 25 employee has been in the employment of the employee's employer
 26 or of the casual nature or terms of the employment it is
 27 impracticable to compute the average weekly wages, as defined
 28 in this subsection, regard shall be had to the average weekly
 29 amount which during the fifty-two (52) weeks previous to the
 30 injury was being earned by a person in the same grade employed
 31 at the same work by the same employer or, if there is no person so
 32 employed, by a person in the same grade employed in the same
 33 class of employment in the same district.

34 ~~(3)~~ (2) Wherever allowances of any character made to an
 35 employee in lieu of wages are a specified part of the wage
 36 contract, they shall be deemed a part of his earnings; **provided**
 37 **that such allowances constitute and are reported by the**
 38 **employee to taxing authorities as a part of the employee's**
 39 **gross income.**

40 (3) **Any reimbursement of expenses on an actual or per diem**
 41 **basis shall not be a part of the employee's earnings.**

42 (4) In computing the average weekly wages to be used in

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1 calculating an award for permanent impairment under IC 22-3-3-
 2 10 for a student employee in an approved training program under
 3 IC 20-10.1-6-7, the following formula shall be used. Calculate the
 4 product of:

- 5 (A) the student employee's hourly wage rate; multiplied by
- 6 (B) forty (40) hours.

7 The result obtained is the amount of the average weekly wages for
 8 the student employee.

9 (e) "Injury" and "personal injury" mean only injury by accident
 10 arising out of and in the course of the employment and do not include
 11 a disease in any form except as it results from the injury. **Mental or**
 12 **emotional injury resulting from work-related stress does not arise**
 13 **out of or in the course of the employment, unless it is demonstrated**
 14 **that the stress was predominately work-related and was**
 15 **extraordinary and unusual. The amount of work stress must be**
 16 **measured by objective standards and actual events. A mental or**
 17 **emotional injury is not considered to arise out of or in the course**
 18 **of the employment if it resulted from any disciplinary action, work**
 19 **evaluation, job transfer, layoff, demotion, termination or other**
 20 **similar action taken by the employer.**

21 (f) "Billing review service" refers to a person or an entity that
 22 reviews a medical service provider's bills or statements for the purpose
 23 of determining pecuniary liability. The term includes an employer's
 24 worker's compensation insurance carrier if the insurance carrier
 25 performs such a review.

26 (g) "Billing review standard" means the data used by a billing
 27 review service to determine pecuniary liability.

28 (h) "Community" means a geographic service area based on zip
 29 code districts defined by the United States Postal Service according to
 30 the following groupings:

- 31 (1) The geographic service area served by zip codes with the first
 32 three (3) digits 463 and 464.
- 33 (2) The geographic service area served by zip codes with the first
 34 three (3) digits 465 and 466.
- 35 (3) The geographic service area served by zip codes with the first
 36 three (3) digits 467 and 468.
- 37 (4) The geographic service area served by zip codes with the first
 38 three (3) digits 469 and 479.
- 39 (5) The geographic service area served by zip codes with the first
 40 three (3) digits 460, 461 (except 46107), and 473.
- 41 (6) The geographic service area served by the 46107 zip code and
 42 zip codes with the first three (3) digits 462.



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1 (7) The geographic service area served by zip codes with the first
2 three (3) digits 470, 471, 472, 474, and 478.

3 (8) The geographic service area served by zip codes with the first
4 three (3) digits 475, 476, and 477.

5 (i) "Medical service provider" refers to a person or an entity that
6 provides medical services, treatment, or supplies to an employee under
7 IC 22-3-2 through IC 22-3-6.

8 (j) "Pecuniary liability" means the responsibility of an employer or
9 the employer's insurance carrier for the payment of the charges for each
10 specific service or product for human medical treatment provided
11 under IC 22-3-2 through IC 22-3-6 in a defined community, equal to or
12 less than the charges made by medical service providers at the eightieth
13 percentile in the same community for like services or products.

14 **(k) "Total permanent disability" means the inability to engage**
15 **in any reasonable employment for the remainder of the employee's**
16 **work life expectancy, with reasonableness being measured by the**
17 **employee's physical and mental fitness for employment and its**
18 **availability. The rate of pay to be earned is not a measure of**
19 **reasonableness. The employee has the burden of proving that the**
20 **predominate cause for the employee's total permanent disability is**
21 **the work-related injury rather than factors related to age,**
22 **education, or medical problems unrelated to the work injury. The**
23 **employee's application for retirement or other benefits payable**
24 **upon the employee's withdrawal from employment shall be**
25 **evidence of the end of the employee's work life expectancy and**
26 **shall terminate the employee's right to total permanent disability**
27 **compensation.**

28 SECTION 19. IC 22-3-7-16 IS AMENDED TO READ AS
29 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 16. (a) Compensation
30 shall be allowed on account of disablement from occupational disease
31 resulting in only temporary total disability to work or temporary partial
32 disability to work beginning with the eighth day of such disability
33 except for the medical benefits provided for in section 17 of this
34 chapter. Compensation shall be allowed for the first seven (7) calendar
35 days only as provided in this section. The first weekly installment of
36 compensation for temporary disability is due fourteen (14) days after
37 the disability begins. Not later than fifteen (15) days from the date that
38 the first installment of compensation is due, the employer or the
39 employer's insurance carrier shall tender to the employee or to the
40 employee's dependents, with all compensation due, a properly prepared
41 compensation agreement in a form prescribed by the board. Whenever
42 an employer or the employer's insurance carrier denies or is not able to

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1 determine liability to pay compensation or benefits, the employer or the
 2 employer's insurance carrier shall notify the worker's compensation
 3 board and the employee in writing on a form prescribed by the worker's
 4 compensation board not later than thirty (30) days after the employer's
 5 knowledge of the claimed disablement. If a determination of liability
 6 cannot be made within thirty (30) days, the worker's compensation
 7 board may approve an additional thirty (30) days upon a written request
 8 of the employer or the employer's insurance carrier that sets forth the
 9 reasons that the determination could not be made within thirty (30)
 10 days and states the facts or circumstances that are necessary to
 11 determine liability within the additional thirty (30) days. More than
 12 thirty (30) days of additional time may be approved by the worker's
 13 compensation board upon the filing of a petition by the employer or the
 14 employer's insurance carrier that sets forth:

- 15 (1) the extraordinary circumstances that have precluded a
- 16 determination of liability within the initial sixty (60) days;
- 17 (2) the status of the investigation on the date the petition is filed;
- 18 (3) the facts or circumstances that are necessary to make a
- 19 determination; and
- 20 (4) a timetable for the completion of the remaining investigation.

21 An employer who fails to comply with this section is subject to a civil
 22 penalty of fifty dollars (\$50), to be assessed and collected by the board
 23 upon notice and hearing. Civil penalties collected under this section
 24 shall be deposited in the state general fund.

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

- 27 (1) the employee has returned to work;
- 28 (2) the employee has died;
- 29 (3) the employee has refused to undergo a medical examination
- 30 under section 20 of this chapter;
- 31 (4) the employee has received five hundred (500) weeks of
- 32 temporary total disability benefits or has been paid the maximum
- 33 compensation allowable under section 19 of this chapter; or
- 34 (5) the employee is unable or unavailable to work for reasons
- 35 unrelated to the compensable disease.

36 In all other cases the employer must notify the employee in writing of
 37 the employer's intent to terminate the payment of temporary total
 38 disability benefits, and of the availability of employment, if any, on a
 39 form approved by the board. If the employee disagrees with the
 40 proposed termination, the employee must give written notice of
 41 disagreement to the board and the employer within seven (7) days after
 42 receipt of the notice of intent to terminate benefits. If the board and



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1 employer do not receive a notice of disagreement under this section,
2 the employee's temporary total disability benefits shall be terminated.
3 Upon receipt of the notice of disagreement, the board shall immediately
4 contact the parties, which may be by telephone or other means and
5 attempt to resolve the disagreement. If the board is unable to resolve
6 the disagreement within ten (10) days of receipt of the notice of
7 disagreement, the board shall immediately arrange for an evaluation of
8 the employee by an independent medical examiner. The independent
9 medical examiner shall be selected by mutual agreement of the parties
10 or, if the parties are unable to agree, appointed by the board under
11 IC 22-3-4-11. If the independent medical examiner determines that the
12 employee is no longer temporarily disabled or is still temporarily
13 disabled but can return to employment that the employer has made
14 available to the employee, or if the employee fails or refuses to appear
15 for examination by the independent medical examiner, temporary total
16 disability benefits may be terminated. If either party disagrees with the
17 opinion of the independent medical examiner, the party shall apply to
18 the board for a hearing under section 27 of this chapter.

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

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

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

40 For disablements occurring on and after July 1, 1971, and prior to
41 July 1, 1974, from occupational disease resulting in temporary total
42 disability for any work there shall be paid to the disabled employee



1 during such temporary total disability a weekly compensation equal to
2 sixty percent (60%) of the employee's average weekly wages, as
3 defined in section 19 of this chapter, for a period not to exceed five
4 hundred (500) weeks. Compensation shall be allowed for the first seven
5 (7) calendar days only if the disability continues for longer than twenty-
6 eight (28) days.

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

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

26 (f) For disablements occurring on and after April 1, 1951, and prior
27 to July 1, 1971, from occupational disease resulting in temporary
28 partial disability for work there shall be paid to the disabled employee
29 during such disability a weekly compensation equal to sixty percent
30 (60%) of the difference between the employee's average weekly wages
31 and the weekly wages at which the employee is actually employed after
32 the disablement, for a period not to exceed three hundred (300) weeks.
33 Compensation shall be allowed for the first seven (7) calendar days
34 only if the disability continues for longer than twenty-eight (28) days.
35 In case of partial disability after the period of temporary total disability,
36 the later period shall be included as part of the maximum period
37 allowed for partial disability.

38 For disablements occurring on and after July 1, 1971, and prior to
39 July 1, 1974, from occupational disease resulting in temporary partial
40 disability for work there shall be paid to the disabled employee during
41 such disability a weekly compensation equal to sixty percent (60%) of
42 the difference between the employee's average weekly wages, as

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1 defined in section 19 of this chapter, and the weekly wages at which the
 2 employee is actually employed after the disablement, for a period not
 3 to exceed three hundred (300) weeks. Compensation shall be allowed
 4 for the first seven (7) calendar days only if the disability continues for
 5 longer than twenty-eight (28) days. In case of partial disability after the
 6 period of temporary total disability, the latter period shall be included
 7 as a part of the maximum period allowed for partial disability.

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

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

30 For disabilities occurring on and after July 1, 1971, and before July
 31 1, 1977, from occupational disease in the following schedule, the
 32 employee shall receive in addition to disability benefits not exceeding
 33 twenty-six (26) weeks on account of said occupational disease a weekly
 34 compensation of sixty percent (60%) of his average weekly wages not
 35 to exceed one hundred dollars (\$100) average weekly wages, for the
 36 period stated for such disabilities respectively.

37 For disabilities occurring on and after July 1, 1977, and before July
 38 1, 1979, from occupational disease in the following schedule, the
 39 employee shall receive in addition to disability benefits not exceeding
 40 twenty-six (26) weeks on account of the occupational disease a weekly
 41 compensation of sixty percent (60%) of the employee's average weekly
 42 wages, not to exceed one hundred twenty-five dollars (\$125) average



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1 weekly wages, for the period stated for the disabilities.

2 For disabilities occurring on and after July 1, 1979, and before July
3 1, 1988, from occupational disease in the following schedule, the
4 employee shall receive in addition to disability benefits, not exceeding
5 fifty-two (52) weeks on account of the occupational disease, a weekly
6 compensation of sixty percent (60%) of the employee's average weekly
7 wages, not to exceed one hundred twenty-five dollars (\$125) average
8 weekly wages, for the period stated for the disabilities.

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

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

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

30 (1) Amputations: For the loss by separation, of the thumb, sixty
31 (60) weeks; of the index finger, forty (40) weeks; of the second
32 finger, thirty-five (35) weeks; of the third or ring finger, thirty
33 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the
34 hand by separation below the elbow, two hundred (200) weeks; of
35 the arm above the elbow joint, two hundred fifty (250) weeks; of
36 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
37 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)
38 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
39 the knee joint, one hundred fifty (150) weeks; and of the leg
40 above the knee joint, two hundred (200) weeks. The loss of more
41 than one (1) phalange of a thumb or toe shall be considered as the
42 loss of the entire thumb or toe. The loss of more than two (2)

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



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

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

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

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

42 (3) The loss of more than one (1) phalange of a thumb or toe shall

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- 1 be considered as the loss of the entire thumb or toe. The loss of
 2 more than two (2) phalanges of a finger shall be considered as the
 3 loss of the entire finger. The loss of not more than one (1)
 4 phalange of a thumb or toe shall be considered as the loss of one-
 5 half (1/2) of the degrees of permanent impairment for the loss of
 6 the entire thumb or toe. The loss of not more than one (1)
 7 phalange of a finger shall be considered as the loss of one-third
 8 (1/3) of the finger and compensation shall be paid for one-third
 9 (1/3) of the degrees payable for the loss of the entire finger. The
 10 loss of more than one (1) phalange of the finger but not more than
 11 two (2) phalanges of the finger shall be considered as the loss of
 12 one-half (1/2) of the finger and compensation shall be paid for
 13 one-half (1/2) of the degrees payable for the loss of the entire
 14 finger.
- 15 (4) For the loss by separation of both hands or both feet or the
 16 total sight of both eyes or any two (2) such losses in the same
 17 accident, one hundred (100) degrees of permanent impairment.
- 18 (5) For the permanent and complete loss of vision by enucleation
 19 or its reduction to one-tenth (1/10) of normal vision with glasses,
 20 thirty-five (35) degrees of permanent impairment.
- 21 (6) For the permanent and complete loss of hearing in one (1) ear,
 22 fifteen (15) degrees of permanent impairment, and in both ears,
 23 forty (40) degrees of permanent impairment.
- 24 (7) For the loss of one (1) testicle, (10) ten degrees of permanent
 25 impairment; for the loss of both testicles, thirty (30) degrees of
 26 permanent impairment.
- 27 (8) Loss of use: The total permanent loss of the use of an arm, a
 28 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
 29 considered as the equivalent of the loss by separation of the arm,
 30 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
 31 shall be paid in the same amount as for the loss by separation.
 32 However, the doubling provision of subdivision (2) does not
 33 apply to a loss of use that is not a loss by separation.
- 34 (9) Partial loss of use: For the permanent partial loss of the use of
 35 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
 36 phalange, compensation shall be paid for the proportionate loss of
 37 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 38 (10) For disablements resulting in total permanent disability, the
 39 amount payable for impairment or five hundred (500) weeks of
 40 compensation, whichever is greater.
- 41 (11) For any permanent reduction of the sight of an eye less than
 42 a total loss as specified in subdivision (3), the compensation shall

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1 be paid in an amount proportionate to the degree of a permanent
 2 reduction without correction or glasses. However, when a
 3 permanent reduction without correction or glasses would result in
 4 one hundred percent (100%) loss of vision, then compensation
 5 shall be paid for fifty percent (50%) of the total loss of vision
 6 without glasses, plus an additional amount equal to the
 7 proportionate amount of the reduction with glasses, not to exceed
 8 an additional fifty percent (50%).

9 (12) For any permanent reduction of the hearing of one (1) or both
 10 ears, less than the total loss as specified in subdivision (4),
 11 compensation shall be paid in an amount proportionate to the
 12 degree of a permanent reduction.

13 (13) In all other cases of permanent partial impairment,
 14 compensation proportionate to the degree of a permanent partial
 15 impairment, in the discretion of the worker's compensation board,
 16 not exceeding one hundred (100) degrees of permanent
 17 impairment.

18 (14) In all cases of permanent disfigurement which may impair
 19 the future usefulness or opportunities of the employee,
 20 compensation, in the discretion of the worker's compensation
 21 board, not exceeding forty (40) degrees of permanent impairment
 22 except that no compensation shall be payable under this
 23 subdivision where compensation is payable elsewhere in this
 24 section.

25 (h) With respect to disablements occurring on and after July 1,
 26 1991, compensation for permanent partial impairment shall be paid
 27 according to the degree of permanent impairment for the disablement
 28 determined under subsection (d) and the following:

29 (1) With respect to disablements occurring on and after July 1,
 30 1991, and before July 1, 1992, for each degree of permanent
 31 impairment from one (1) to thirty-five (35), five hundred dollars
 32 (\$500) per degree; for each degree of permanent impairment from
 33 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
 34 degree; for each degree of permanent impairment above fifty (50),
 35 one thousand five hundred dollars (\$1,500) per degree.

36 (2) With respect to disablements occurring on and after July 1,
 37 1992, and before July 1, 1993, for each degree of permanent
 38 impairment from one (1) to twenty (20), five hundred dollars
 39 (\$500) per degree; for each degree of permanent impairment from
 40 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
 41 per degree; for each degree of permanent impairment from thirty-
 42 six (36) to fifty (50), one thousand three hundred dollars (\$1,300)



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1 per degree; for each degree of permanent impairment above fifty
2 (50), one thousand seven hundred dollars (\$1,700) per degree.
3 (3) With respect to disablements occurring on and after July 1,
4 1993, and before July 1, 1997, for each degree of permanent
5 impairment from one (1) to ten (10), five hundred dollars (\$500)
6 per degree; for each degree of permanent impairment from eleven
7 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
8 each degree of permanent impairment from twenty-one (21) to
9 thirty-five (35), one thousand dollars (\$1,000) per degree; for
10 each degree of permanent impairment from thirty-six (36) to fifty
11 (50), one thousand four hundred dollars (\$1,400) per degree; for
12 each degree of permanent impairment above fifty (50), one
13 thousand seven hundred dollars (\$1,700) per degree.
14 (4) With respect to disablements occurring on and after July 1,
15 1997, and before July 1, 1998, for each degree of permanent
16 impairment from one (1) to ten (10), seven hundred fifty dollars
17 (\$750) per degree; for each degree of permanent impairment from
18 eleven (11) thirty-five (35), one thousand dollars (\$1,000) per
19 degree; for each degree of permanent impairment from thirty-six
20 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
21 degree; for each degree of permanent impairment above fifty (50),
22 one thousand seven hundred dollars (\$1,700) per degree.
23 (5) With respect to disablements occurring on and after July 1,
24 1998, and before July 1, 1999, for each degree of permanent
25 impairment from one (1) to ten (10), seven hundred fifty dollars
26 (\$750) per degree; for each degree of permanent impairment from
27 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
28 degree; for each degree of permanent impairment from thirty-six
29 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
30 degree; for each degree of permanent impairment above fifty (50),
31 one thousand seven hundred dollars (\$1,700) per degree.
32 (6) With respect to disablements occurring on and after July 1,
33 1999, for each degree of permanent impairment from one (1) to
34 ten (10), nine hundred dollars (\$900) per degree; for each degree
35 of permanent impairment from eleven (11) to thirty-five (35), one
36 thousand one hundred dollars (\$1,100) per degree; for each
37 degree of permanent impairment from thirty-six (36) to fifty (50),
38 one thousand six hundred dollars (\$1,600) per degree; for each
39 degree of permanent impairment above fifty (50), two thousand
40 dollars (\$2,000) per degree.
41 (i) The average weekly wages used in the determination of
42 compensation for permanent partial impairment under subsections (g)

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- 1 and (h) shall not exceed the following:
- 2 (1) With respect to disablements occurring on or after July 1,
3 1991, and before July 1, 1992, four hundred ninety-two dollars
4 (\$492).
- 5 (2) With respect to disablements occurring on or after July 1,
6 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 7 (3) With respect to disablements occurring on or after July 1,
8 1993, and before July 1, 1994, five hundred ninety-one dollars
9 (\$591).
- 10 (4) With respect to disablements occurring on or after July 1,
11 1994, and before July 1, 1997, six hundred forty-two dollars
12 (\$642).
- 13 (5) With respect to disablements occurring on or after July 1,
14 1997, and before July 1, 1998, six hundred seventy-two dollars
15 (\$672).
- 16 (6) With respect to disablements occurring on or after July 1,
17 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 18 (7) With respect to disablements occurring on or after July 1,
19 1999, and before July 1, 2000, seven hundred thirty-two dollars
20 (\$732).
- 21 (8) With respect to disablements occurring on or after July 1,
22 2000, **and before July 1, 2001**, seven hundred sixty-two dollars
23 (\$762).
- 24 **(9) With respect to disablements occurring on and after July**
25 **1, 2001, and before July 1, 2002, seven hundred ninety-two**
26 **dollars (\$792).**
- 27 **(10) With respect to disablements occurring on and after July**
28 **1, 2002, and before July 1, 2003, eight hundred twenty-two**
29 **dollars (\$822).**
- 30 **(11) With respect to disablements occurring on and after July**
31 **1, 2003, and before July 1, 2004, eight hundred fifty-two**
32 **dollars (\$852).**
- 33 **(12) With respect to disablements occurring on and after July**
34 **1, 2004, eight hundred eighty-two dollars (\$882).**
- 35 (j) If any employee, only partially disabled, refuses employment
36 suitable to his capacity procured for him, he shall not be entitled to any
37 compensation at any time during the continuance of such refusal
38 unless, in the opinion of the worker's compensation board, such refusal
39 was justifiable. The employee must be served with a notice setting forth
40 the consequences of the refusal under this subsection. The notice must
41 be in a form prescribed by the worker's compensation board.
- 42 (k) If an employee has sustained a permanent impairment or

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

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

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



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1 deducted from the total payment of compensation due.

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

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

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

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

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



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1 person. The payment of compensation, due to any person eighteen (18)
2 years of age or over, may be made directly to such person.

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

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

13 SECTION 20. IC 22-3-7-19 IS AMENDED TO READ AS
14 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) In computing
15 compensation for temporary total disability, temporary partial
16 disability, and total permanent disability under this law with respect to
17 occupational diseases occurring:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42 (7) on and after July 1, 1984, and before July 1, 1985, the average

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- 1 weekly wages are considered to be:
- 2 (A) not more than two hundred forty-nine dollars (\$249); and
- 3 (B) not less than seventy-five dollars (\$75).
- 4 (b) In computing compensation for temporary total disability,
- 5 temporary partial disability, and total permanent disability, with respect
- 6 to occupational diseases occurring on and after July 1, 1985, and before
- 7 July 1, 1986, the average weekly wages are considered to be:
- 8 (1) not more than two hundred sixty-seven dollars (\$267); and
- 9 (2) not less than seventy-five dollars (\$75).
- 10 (c) In computing compensation for temporary total disability,
- 11 temporary partial disability, and total permanent disability, with respect
- 12 to occupational diseases occurring on and after July 1, 1986, and before
- 13 July 1, 1988, the average weekly wages are considered to be:
- 14 (1) not more than two hundred eighty-five dollars (\$285); and
- 15 (2) not less than seventy-five dollars (\$75).
- 16 (d) In computing compensation for temporary total disability,
- 17 temporary partial disability, and total permanent disability, with respect
- 18 to occupational diseases occurring on and after July 1, 1988, and before
- 19 July 1, 1989, the average weekly wages are considered to be:
- 20 (1) not more than three hundred eighty-four dollars (\$384); and
- 21 (2) not less than seventy-five dollars (\$75).
- 22 (e) In computing compensation for temporary total disability,
- 23 temporary partial disability, and total permanent disability, with respect
- 24 to occupational diseases occurring on and after July 1, 1989, and before
- 25 July 1, 1990, the average weekly wages are considered to be:
- 26 (1) not more than four hundred eleven dollars (\$411); and
- 27 (2) not less than seventy-five dollars (\$75).
- 28 (f) In computing compensation for temporary total disability,
- 29 temporary partial disability, and total permanent disability, with respect
- 30 to occupational diseases occurring on and after July 1, 1990, and before
- 31 July 1, 1991, the average weekly wages are considered to be:
- 32 (1) not more than four hundred forty-one dollars (\$441); and
- 33 (2) not less than seventy-five dollars (\$75).
- 34 (g) In computing compensation for temporary total disability,
- 35 temporary partial disability, and total permanent disability, with respect
- 36 to occupational diseases occurring on and after July 1, 1991, and before
- 37 July 1, 1992, the average weekly wages are considered to be:
- 38 (1) not more than four hundred ninety-two dollars (\$492); and
- 39 (2) not less than seventy-five dollars (\$75).
- 40 (h) In computing compensation for temporary total disability,
- 41 temporary partial disability, and total permanent disability, with respect
- 42 to occupational diseases occurring on and after July 1, 1992, and before



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- 1 July 1, 1993, the average weekly wages are considered to be:
 2 (1) not more than five hundred forty dollars (\$540); and
 3 (2) not less than seventy-five dollars (\$75).
- 4 (i) In computing compensation for temporary total disability,
 5 temporary partial disability, and total permanent disability, with respect
 6 to occupational diseases occurring on and after July 1, 1993, and before
 7 July 1, 1994, the average weekly wages are considered to be:
 8 (1) not more than five hundred ninety-one dollars (\$591); and
 9 (2) not less than seventy-five dollars (\$75).
- 10 (j) In computing compensation for temporary total disability,
 11 temporary partial disability and total permanent disability, with respect
 12 to occupational diseases occurring on and after July 1, 1994, and before
 13 July 1, 1997, the average weekly wages are considered to be:
 14 (1) not more than six hundred forty-two dollars (\$642); and
 15 (2) not less than seventy-five dollars (\$75).
- 16 (k) In computing compensation for temporary total disability,
 17 temporary partial disability, and total permanent disability, the average
 18 weekly wages are considered to be:
 19 (1) with respect to occupational diseases occurring on and after
 20 July 1, 1997, and before July 1, 1998:
 21 (A) not more than six hundred seventy-two dollars (\$672); and
 22 (B) not less than seventy-five dollars (\$75);
 23 (2) with respect to occupational diseases occurring on and after
 24 July 1, 1998, and before July 1, 1999:
 25 (A) not more than seven hundred two dollars (\$702); and
 26 (B) not less than seventy-five dollars (\$75);
 27 (3) with respect to occupational diseases occurring on and after
 28 July 1, 1999, and before July 1, 2000:
 29 (A) not more than seven hundred thirty-two dollars (\$732);
 30 and
 31 (B) not less than seventy-five dollars (\$75); ~~and~~
 32 (4) with respect to occupational diseases occurring on and after
 33 July 1, 2000, **and before July 1, 2001:**
 34 (A) not more than seven hundred sixty-two dollars (\$762); and
 35 (B) not less than seventy-five dollars (\$75);
 36 **(5) with respect to occupational diseases occurring on and**
 37 **after July 1, 2001, and before July 1, 2002:**
 38 **(A) not more than seven hundred ninety-two dollars**
 39 **(\$792); and**
 40 **(B) not less than seventy-five dollars (\$75);**
 41 **(6) with respect to occupational diseases occurring on and**
 42 **after July 1, 2002, and before July 1, 2003:**



- 1 (A) not more than eight hundred twenty-two dollars
- 2 (\$822); and
- 3 (B) not less than seventy-five dollars (\$75);
- 4 (7) with respect to occupational diseases occurring on and
- 5 after July 1, 2003, and before July 1, 2004:
- 6 (A) not more than eight hundred fifty-two dollars (\$852);
- 7 and
- 8 (B) not less than seventy-five dollars (\$75); and
- 9 (8) with respect to occupational diseases occurring on and
- 10 after July 1, 2004:
- 11 (A) not more than eight hundred eighty-two dollars (\$882);
- 12 and
- 13 (B) not less than seventy-five dollars (\$75).

14 (l) The maximum compensation that shall be paid for occupational
 15 disease and its results under any one (1) or more provisions of this
 16 chapter with respect to disability or death occurring:

- 17 (1) on and after July 1, 1974, and before July 1, 1976, shall not
- 18 exceed forty-five thousand dollars (\$45,000) in any case;
- 19 (2) on and after July 1, 1976, and before July 1, 1977, shall not
- 20 exceed fifty-two thousand dollars (\$52,000) in any case;
- 21 (3) on and after July 1, 1977, and before July 1, 1979, may not
- 22 exceed sixty thousand dollars (\$60,000) in any case;
- 23 (4) on and after July 1, 1979, and before July 1, 1980, may not
- 24 exceed sixty-five thousand dollars (\$65,000) in any case;
- 25 (5) on and after July 1, 1980, and before July 1, 1983, may not
- 26 exceed seventy thousand dollars (\$70,000) in any case;
- 27 (6) on and after July 1, 1983, and before July 1, 1984, may not
- 28 exceed seventy-eight thousand dollars (\$78,000) in any case; and
- 29 (7) on and after July 1, 1984, and before July 1, 1985, may not
- 30 exceed eighty-three thousand dollars (\$83,000) in any case.

31 (m) The maximum compensation with respect to disability or death
 32 occurring on and after July 1, 1985, and before July 1, 1986, which
 33 shall be paid for occupational disease and the results thereof under the
 34 provisions of this chapter or under any combination of its provisions
 35 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
 36 The maximum compensation with respect to disability or death
 37 occurring on and after July 1, 1986, and before July 1, 1988, which
 38 shall be paid for occupational disease and the results thereof under the
 39 provisions of this chapter or under any combination of its provisions
 40 may not exceed ninety-five thousand dollars (\$95,000) in any case. The
 41 maximum compensation with respect to disability or death occurring
 42 on and after July 1, 1988, and before July 1, 1989, that shall be paid for

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1 occupational disease and the results thereof under this chapter or under
 2 any combination of its provisions may not exceed one hundred twenty-
 3 eight thousand dollars (\$128,000) in any case.

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

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

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

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

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

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

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

- 41 (1) With respect to disability or death occurring on and after July
 42 1, 1997, and before July 1, 1998, two hundred twenty-four

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- 1 thousand dollars (\$224,000).
- 2 (2) With respect to disability or death occurring on and after July
- 3 1, 1998, and before July 1, 1999, two hundred thirty-four
- 4 thousand dollars (\$234,000).
- 5 (3) With respect to disability or death occurring on and after July
- 6 1, 1999, and before July 1, 2000, two hundred forty-four thousand
- 7 dollars (\$244,000).
- 8 (4) With respect to disability or death occurring on and after July
- 9 1, 2000, **and before July 1, 2001**, two hundred fifty-four
- 10 thousand dollars (\$254,000).
- 11 **(5) With respect to disability or death occurring on and after**
- 12 **July 1, 2001, and before July 1, 2002, two hundred sixty-four**
- 13 **dollars (\$264).**
- 14 **(5) With respect to disability or death occurring on and after**
- 15 **July 1, 2002, and before July 1, 2003, two hundred seventy-**
- 16 **four dollars (\$274).**
- 17 **(6) With respect to disability or death occurring on and after**
- 18 **July 1, 2003, and before July 1, 2004, two hundred eighty-four**
- 19 **dollars (\$284).**
- 20 **(7) With respect to disability or death occurring on and after**
- 21 **July 1, 2004, two hundred ninety-four dollars.**
- 22 (u) For all disabilities occurring before July 1, 1985, "average
- 23 weekly wages" shall mean the earnings of the injured employee in the
- 24 employment in which the employee was working at the time of the last
- 25 exposure during the period of fifty-two (52) weeks immediately
- 26 preceding the last day of the last exposure divided by fifty-two (52). If
- 27 the employee lost seven (7) or more calendar days during the period,
- 28 although not in the same week, then the earnings for the remainder of
- 29 the fifty-two (52) weeks shall be divided by the number of weeks and
- 30 parts thereof remaining after the time lost has been deducted. Where
- 31 the employment prior to the last day of the last exposure extended over
- 32 a period of less than fifty-two (52) weeks, the method of dividing the
- 33 earnings during that period by the number of weeks and parts thereof
- 34 during which the employee earned wages shall be followed if results
- 35 just and fair to both parties will be obtained. Where by reason of the
- 36 shortness of the time during which the employee has been in the
- 37 employment of the employer or of the casual nature or terms of the
- 38 employment it is impracticable to compute the average weekly wages
- 39 as above defined, regard shall be had to the average weekly amount
- 40 which, during the fifty-two (52) weeks previous to the last day of the
- 41 last exposure, was being earned by a person in the same grade
- 42 employed at the same work by the same employer, or if there is no

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1 person so employed, by a person in the same grade employed in that
 2 same class of employment in the same district. Whenever allowances
 3 of any character are made to an employee in lieu of wages or a
 4 specified part of the wage contract, they shall be deemed a part of the
 5 employee's earnings.

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

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



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COMMITTEE REPORT

Mr. President: The Senate Committee on Rules and Legislative Procedure, to which was referred Senate Bill No. 52, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be amended as follows:

Delete the title and insert :

A BILL FOR AN ACT to amend the Indiana Code concerning worker's compensation and occupational diseases compensation.

Delete everything after the enacting clause and insert the following:

(SEE TEXT OF BILL)

and when so amended that said bill be reassigned to the Senate Committee on Pensions and Labor.

(Reference is to SB 52 as introduced.)

GARTON, Chairperson

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