

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:

- 1 Delete the title and insert :
- 2 A BILL FOR AN ACT to amend the Indiana Code concerning
- 3 worker's compensation and occupational diseases compensation.
- 4 Delete everything after the enacting clause and insert the following:
- 5 SECTION 1. IC 22-3-2-8 IS AMENDED TO READ AS FOLLOWS
- 6 [EFFECTIVE JULY 1, 2000]: Sec. 8. (a) No compensation ~~is~~ **or other**
- 7 **expenses are** allowed for an injury or death due to the employee's
- 8 knowingly self-inflicted injury, ~~his~~ intoxication **by drugs or alcohol,**
- 9 ~~his~~ commission of an offense, ~~his~~ **including a traffic violation,**
- 10 knowing failure to use a safety appliance, ~~his~~ knowing failure to obey
- 11 a ~~reasonable written or printed~~ rule of the employer which has been
- 12 posted ~~in a conspicuous position~~ in the place of work **or provided in**
- 13 **writing,** or ~~his~~ knowing failure to perform any statutory duty. The
- 14 burden of proof is on the defendant.
- 15 (b) **If the employer has a written policy prohibiting employee**
- 16 **use of illegal drugs or alcohol at work or prohibiting employees**
- 17 **from working while any illegal drugs or alcohol are in the**
- 18 **employee's body, a test which is positive for illegal drugs or alcohol**
- 19 **following an accident at work shall bar the employee or dependent**
- 20 **of an employee from compensation or other expenses. The burden**
- 21 **of proof is on the defendant.**
- 22 SECTION 2. IC 22-3-2-13 IS AMENDED TO READ AS
- 23 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 13. Whenever an injury
- 24 or death, for which compensation is payable under chapters 2 through
- 25 6 of this article shall have been sustained under circumstances creating
- 26 in some other person than the employer and not in the same employ a
- 27 legal liability to pay damages in respect thereto, the injured employee,
- 28 or his dependents, in case of death, may commence legal proceedings
- 29 against the other person to recover damages notwithstanding the
- 30 employer's or the employer's compensation insurance carrier's payment
- 31 of or liability to pay compensation under chapters 2 through 6 of this
- 32 article. In that case, however, if the action against the other person is

1 brought by the injured employee or his dependents and judgment is
2 obtained and paid, and accepted or settlement **or other understanding**
3 **regarding the resolution of the action** is made with the other person,
4 either with or without suit, then from the amount received by the
5 employee or dependents there shall be paid to the employer or the
6 employer's compensation insurance carrier, subject to its paying its pro-
7 rata share of the reasonable and necessary costs and expenses of
8 asserting the third party claim, the amount of compensation paid to the
9 employee or dependents, plus the medical, surgical, hospital and
10 nurses' services and supplies and burial expenses paid by the employer
11 or the employer's compensation insurance carrier and the liability of the
12 employer or the employer's compensation insurance carrier to pay
13 further compensation or other expenses shall thereupon terminate,
14 whether or not one (1) or all of the dependents are entitled to share in
15 the proceeds of the settlement or recovery and whether or not one (1)
16 or all of the dependents could have maintained the action or claim for
17 wrongful death.

18 In the event the injured employee or his dependents, not having
19 received compensation or medical, surgical, hospital or nurses' services
20 and supplies or death benefits from the employer or the employer's
21 compensation insurance carrier, shall procure a judgment against the
22 other party for injury or death, which judgment is paid, or if settlement
23 is made with the other person either with or without suit, then the
24 employer or the employer's compensation insurance carrier shall have
25 no liability for payment of compensation or for payment of medical,
26 surgical, hospital or nurses' services and supplies or death benefits
27 whatsoever, whether or not one (1) or all of the dependents are entitled
28 to share in the proceeds of settlement or recovery and whether or not
29 one (1) or all of the dependents could have maintained the action or
30 claim for wrongful death.

31 In the event any injured employee, or in the event of his death, his
32 dependents, shall procure a final judgment against the other person
33 other than by agreement, and the judgment is for a lesser sum than the
34 amount for which the employer or the employer's compensation
35 insurance carrier is liable for compensation and for medical, surgical,
36 hospital and nurses' services and supplies, as of the date the judgment
37 becomes final, then the employee, or in the event of his death, his
38 dependents, shall have the option of either collecting the judgment and
39 repaying the employer or the employer's compensation insurance
40 carrier for compensation previously drawn, if any, and repaying the
41 employer or the employer's compensation insurance carrier for medical,
42 surgical, hospital and nurses' services and supplies previously paid, if
43 any, and of repaying the employer or the employer's compensation
44 insurance carrier the burial benefits paid, if any, or of assigning all
45 rights under the judgment to the employer or the employer's
46 compensation insurance carrier and thereafter receiving all
47 compensation and medical, surgical, hospital and nurses' services and
48 supplies, to which the employee or in the event of his death, which his
49 dependents would be entitled if there had been no action brought
50 against the other party.

51 If the injured employee or his dependents shall agree to receive
52 compensation from the employer or the employer's compensation

1 insurance carrier or to accept from the employer or the employer's
2 compensation insurance carrier, by loan or otherwise, any payment on
3 account of the compensation, or institute proceedings to recover the
4 same, the employer or the employer's compensation insurance carrier
5 shall have a lien upon any settlement award, judgment or fund out of
6 which the employee might be compensated from the third party.

7 The employee, or in the event of his death, his dependents, shall
8 institute legal proceedings against the other person for damages, within
9 two (2) years after the cause of action accrues. If, after the proceeding
10 is commenced, it is dismissed, the employer or the employer's
11 compensation insurance carrier, having paid compensation or having
12 become liable therefor, may collect in their own name, or in the name
13 of the injured employee, or, in case of death, in the name of his
14 dependents, from the other person in whom legal liability for damages
15 exists, the compensation paid or payable to the injured employee, or his
16 dependents, plus medical, surgical, hospital and nurses' services and
17 supplies, and burial expenses paid by the employer or the employer's
18 compensation insurance carrier or for which they have become liable.
19 The employer or the employer's compensation insurance carrier may
20 commence an action at law for collection against the other person in
21 whom legal liability for damages exists, not later than one (1) year from
22 the date the action so commenced has been dismissed, notwithstanding
23 the provisions of any statute of limitations to the contrary.

24 If the employee, or, in the event of his death, his dependents, shall
25 fail to institute legal proceedings against the other person for damages
26 within two (2) years after the cause of action accrues, the employer or
27 the employer's compensation insurance carrier, having paid
28 compensation, or having been liable therefor, may collect in their own
29 name or in the name of the injured employee, or in the case of his
30 death, in the name of his dependents, from the other person in whom
31 legal liability for damage exists, the compensation paid or payable to
32 the injured employee, or to his dependents, plus the medical, surgical,
33 hospital and nurses' services and supplies, and burial expenses, paid by
34 them, or for which they have become liable, and the employer or the
35 employer's compensation insurance carrier may commence an action
36 at law for collection against the other person in whom legal liability
37 exists, at any time within one (1) year from the date of the expiration
38 of the two (2) years when the action accrued to the injured employee,
39 or, in the event of his death, to his dependents, notwithstanding the
40 provisions of any statute of limitations to the contrary.

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

46 The employer or the employer's compensation insurance carrier
47 shall pay its pro rata share of all costs and reasonably necessary
48 expenses in connection with asserting the third party claim, action or
49 suit, including but not limited to cost of depositions and witness fees,
50 and to the attorney at law selected by the employee or his dependents,
51 a fee of twenty-five per cent (25%), if collected without suit, of the
52 amount of benefits ~~which benefits shall consist of the amount of~~

1 ~~reimbursements, actually repaid~~ after the expenses and costs in
2 connection with the third party claim have been deducted therefrom,
3 and a fee of thirty-three and one-third per cent (33 1/3%), if collected
4 with suit, of the amount of benefits **actually repaid** after deduction of
5 costs and reasonably necessary expenses in connection with the third
6 party claim action or suit. The employer may, within ninety (90) days
7 after receipt of notice of suit from the employee or his dependents, join
8 in the action upon his motion so that all orders of court after hearing
9 and judgment shall be made for his protection. An employer or his
10 compensation insurance carrier may waive its right to reimbursement
11 under this section and, as a result of the waiver, not have to pay the
12 pro-rata share of costs and expenses. **The employer or the**
13 **employer's compensation insurance carrier shall not be required**
14 **to pay to the attorney selected by the employee or dependants a fee**
15 **based upon unpaid compensation or medical benefits, which**
16 **benefits are terminated as a result of the settlement, paid**
17 **judgment or other financial resolution of the third party claim,**
18 **action or suit.**

19 No release or settlement of claim for damages by reason of injury or
20 death, and no satisfaction of judgment in the proceedings, shall be valid
21 without the written consent of both employer or the employer's
22 compensation insurance carrier and employee or his dependents, except
23 in the case of the employer or the employer's compensation insurance
24 carrier, consent shall not be required where the employer or the
25 employer's compensation insurance carrier has been fully indemnified
26 or protected by court order.

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

44 (b) A compromise settlement approved by a member of the worker's
45 compensation board during the employee's lifetime shall extinguish and
46 bar all claims for compensation **and other expenses and** for the
47 employee's **injury or death.** ~~if the settlement compromises a dispute on~~
48 ~~any question or issue other than the extent of disability or the rate of~~
49 ~~compensation.~~

50 (c) A minor dependent, by parent or legal guardian, may
51 compromise disputes and may enter into a compromise settlement
52 agreement, and upon approval by a member of the worker's

1 compensation board, the settlement agreement shall have the same
2 force and effect as though the minor had been an adult. The payment
3 of compensation by the employer in accordance with the settlement
4 agreement shall discharge the employer from all further obligation.

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

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

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

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

48 (b) During the period of temporary total disability resulting from the
49 injury, the employer shall furnish the physician services, and supplies,
50 and the worker's compensation board may, on proper application of
51 either party, require that treatment by the physician and services and
52 supplies be furnished by or on behalf of the employer as the worker's

1 compensation board may deem reasonably necessary.

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

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

43 (e) Regardless of when it occurs, where a compensable injury
44 results in the amputation of a body part, the enucleation of an eye, or
45 the loss of natural teeth, the employer shall furnish an appropriate
46 artificial member, braces, and prosthodontics. The cost of repairs to or
47 replacements for the artificial members, braces, or prosthodontics that
48 result from a compensable injury pursuant to a prior award and are
49 required due to either medical necessity or normal wear and tear,
50 determined according to the employee's individual use, but not abuse,
51 of the artificial member, braces, or prosthodontics, shall be paid from
52 the second injury fund upon order or award of the worker's

1 compensation board. The employee is not required to meet any other
2 requirement for admission to the second injury fund.

3 (f) If an accident arising out of and in the course of employment
4 after June 30, 1997, results in the loss of or damage to an artificial
5 member, a brace, an implant, eyeglasses, prosthodontics, or other
6 medically prescribed device, the employer shall repair the artificial
7 member, brace, implant, eyeglasses, prosthodontics, or other medically
8 prescribed device or furnish an identical or a reasonably equivalent
9 replacement.

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

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

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

17 **(h) An attending physician or other health care provider is**
18 **authorized to report in person or in writing to the employer, the**
19 **employer's compensation insurance carrier or to its or their**
20 **representatives regarding all aspects of the employee's medical**
21 **history, diagnosis, treatment, or prognosis. No fact communicated**
22 **to or otherwise learned by an attending physician or other health**
23 **care provider shall be privileged.**

24 SECTION 7. IC 22-3-3-6 IS AMENDED TO READ AS FOLLOWS
25 [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury and during the
26 period of claimed resulting disability or impairment, the employee, if
27 so requested by the employee's employer or ordered by the industrial
28 board, shall submit to an examination at reasonable times and places
29 by a duly qualified physician or surgeon designated and paid by the
30 employer or by order of the worker's compensation board. ~~The~~
31 ~~employee shall have the right to have present at any such examination~~
32 ~~any duly qualified physician or surgeon provided and paid for by the~~
33 ~~employee.~~ No fact communicated to, or otherwise learned by, any
34 physician or surgeon who may have attended or examined the
35 employee, or who may have been present at any examination, shall be
36 privileged, either in the hearings provided for in IC 22-3-2 through
37 IC 22-3-6, or in any action at law brought to recover damages against
38 any employer who is subject to the compensation provisions of IC 22-
39 3-2 through IC 22-3-6. If the employee refuses to submit to or in any
40 way obstructs such examinations, the employee's right to compensation
41 and his right to take or prosecute any proceedings under IC 22-3-2
42 through IC 22-3-6 shall be suspended until such refusal or obstruction
43 ceases. No compensation **or other expenses** shall at any time be
44 payable for the period of suspension unless in the opinion of the
45 worker's compensation board the circumstances justified the refusal or
46 obstruction. The employee must be ~~served with a notice setting forth~~
47 **advised regarding** the consequences of the refusal under this
48 subsection. ~~The notice must be in a form prescribed by the board.~~

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

1 examination, and the cost of meals and lodging necessary during the
2 travel. If the method of travel is by automobile, the mileage rate to be
3 paid by the employer shall be the rate currently being paid by the state
4 to its employees under the state travel policies and procedures
5 established by the department of administration and approved by the
6 budget agency. If such examination or travel to or from the place of
7 examination causes any loss of working time on the part of the
8 employee, the employer shall ~~reimburse~~ **compensate** the employee for
9 such loss ~~of wages upon the basis of the employee's average daily~~
10 ~~wage.~~ **as if the absence from work was a temporary partial**
11 **disability pursuant to IC 22-3-3-9.** When any employee injured in
12 Indiana moves outside Indiana, the travel expense and the cost of meals
13 and lodging necessary during the travel payable under this section shall
14 be paid from the point in Indiana nearest to the employee's then
15 residence to the place of examination. No travel and other expense
16 shall be paid for any travel and other expense required outside Indiana.

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

40 (d) In all cases where an examination of an employee is made by a
41 physician or surgeon engaged by the employee, ~~and the employer has~~
42 ~~no physician or surgeon present at such examination; it shall be the~~
43 ~~duty of the physician or surgeon making the examination to deliver to~~
44 ~~the employer or the employer's representative is entitled to receive~~ a
45 statement in writing of the conditions evidenced by such examination.
46 The statement shall disclose all facts that are reported by such
47 physician or surgeon to the employee. Such statement shall be
48 furnished to the employer or the employer's representative as soon as
49 practicable, but not later than thirty (30) days before the time the case
50 is set for hearing. The statement may be submitted by either party as
51 evidence by that physician or surgeon at a hearing before the worker's
52 compensation board if the statement meets the requirements of

1 subsection (e). If such ~~physician or surgeon fails or refuses to furnish~~
2 ~~the employer, or the employer's representative, with such statement is~~
3 **not furnished** thirty (30) days before the hearing, then the statement
4 may not be submitted as evidence, and such physician or surgeon shall
5 not be permitted to testify before the industrial board as to any facts
6 learned in such examination. All of the requirements of this subsection
7 apply to all subsequent examinations made by a physician or surgeon
8 engaged by the employee.

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

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

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

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

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

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

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

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

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

41 (h) The employer upon proper application, or the worker's
42 compensation board, shall have the right in any case of death to require
43 an autopsy at the expense of the party requesting the same. If, after a
44 hearing, the worker's compensation board orders an autopsy and such
45 autopsy is refused by the surviving spouse or next of kin, then any
46 claim for compensation on account of such death shall be suspended
47 and abated during such refusal. The surviving spouse or dependent
48 must be ~~served with a notice setting forth advised regarding~~ the
49 consequences of the refusal under this subsection. ~~The notice must be~~
50 ~~in a form prescribed by the worker's compensation board.~~ No autopsy,
51 except one performed by or on the authority or order of the coroner in
52 the discharge of the coroner's duties, shall be held in any case by any

1 person, without notice first being given to the surviving spouse or next
2 of kin, if they reside in Indiana or their whereabouts can reasonably be
3 ascertained, of the time and place thereof, and reasonable time and
4 opportunity given such surviving spouse or next of kin to have a
5 representative or representatives present to witness same. However, if
6 such notice is not given, all evidence obtained by such autopsy shall be
7 suppressed on motion duly made to the worker's compensation board.

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

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

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

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

52 (c) Once begun, temporary total disability benefits may not be

1 terminated by the employer unless:

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

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

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

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

50 SECTION 9. IC 22-3-3-10, AS AMENDED BY P.L.235-1999,
51 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
52 JULY 1, 2000]: Sec. 10. (a) With respect to injuries in the following

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

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

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

50 (1) Amputation: For the loss by separation of the thumb, sixty
51 (60) weeks, of the index finger forty (40) weeks, of the second
52 finger thirty-five (35) weeks, of the third or ring finger thirty (30)

1 weeks, of the fourth or little finger twenty (20) weeks, of the hand
2 by separation below the elbow joint two hundred (200) weeks, or
3 the arm above the elbow two hundred fifty (250) weeks, of the big
4 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
5 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
6 of the fifth or little toe ten (10) weeks, and for loss occurring
7 before April 1, 1959, by separation of the foot below the knee
8 joint one hundred fifty (150) weeks and of the leg above the knee
9 joint two hundred (200) weeks; for loss occurring on and after
10 April 1, 1959, by separation of the foot below the knee joint, one
11 hundred seventy-five (175) weeks and of the leg above the knee
12 joint two hundred twenty-five (225) weeks. The loss of more than
13 one (1) phalange of a thumb or toes shall be considered as the loss
14 of the entire thumb or toe. The loss of more than two (2)
15 phalanges of a finger shall be considered as the loss of the entire
16 finger. The loss of not more than one (1) phalange of a thumb or
17 toe shall be considered as the loss of one-half (1/2) of the thumb
18 or toe and compensation shall be paid for one-half (1/2) of the
19 period for the loss of the entire thumb or toe. The loss of not more
20 than one (1) phalange of a finger shall be considered as the loss
21 of one-third (1/3) of the finger and compensation shall be paid for
22 one-third (1/3) the period for the loss of the entire finger. The loss
23 of more than one (1) phalange of the finger but not more than two
24 (2) phalanges of the finger, shall be considered as the loss of one-
25 half (1/2) of the finger and compensation shall be paid for one-
26 half (1/2) of the period for the loss of the entire finger.
27 (2) For the loss by separation of both hands or both feet or the
28 total sight of both eyes, or any two (2) such losses in the same
29 accident, five hundred (500) weeks.
30 (3) For the permanent and complete loss of vision by enucleation
31 or its reduction to one-tenth (1/10) of normal vision with glasses,
32 one hundred seventy-five (175) weeks.
33 (4) For the permanent and complete loss of hearing in one (1) ear,
34 seventy-five (75) weeks, and in both ears, two hundred (200)
35 weeks.
36 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of
37 both testicles, one hundred fifty (150) weeks.
38 (b) With respect to injuries in the following schedule occurring prior
39 to April 1, 1951, the employee shall receive in lieu of all other
40 compensation on account of the injuries, a weekly compensation of
41 fifty-five percent (55%) of the employee's average weekly wages. With
42 respect to injuries in the following schedule occurring on and after
43 April 1, 1951, and prior to April 1, 1955, the employee shall receive in
44 lieu of all other compensation on account of the injuries a weekly
45 compensation of sixty percent (60%) of the employee's average weekly
46 wages. With respect to injuries in the following schedule occurring on
47 and after April 1, 1955, and prior to July 1, 1971, the employee shall
48 receive in addition to temporary total disability benefits not exceeding
49 twenty-six (26) weeks on account of the injuries, a weekly
50 compensation of sixty percent (60%) of the employee's average weekly
51 wages. With respect to injuries in the following schedule occurring on
52 and after July 1, 1971, and before July 1, 1977, the employee shall

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

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

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

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

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

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

51 (4) For any permanent reduction of the sight of an eye less than a
52 total loss as specified in subsection (a)(3), compensation shall be

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

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

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

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

24 (c) With respect to injuries in the following schedule occurring on
25 and after July 1, 1991, the employee shall receive in addition to
26 temporary total disability benefits, not exceeding one hundred twenty-
27 five (125) weeks on account of the injury, compensation in an amount
28 determined under the following schedule to be paid weekly at a rate of
29 sixty-six and two-thirds percent (66 2/3%) of the employee's average
30 weekly wages during the fifty-two (52) weeks immediately preceding
31 the week in which the injury occurred.

32 (1) Amputation: For the loss by separation of the thumb, twelve
33 (12) degrees of permanent impairment; of the index finger, eight
34 (8) degrees of permanent impairment; of the second finger, seven
35 (7) degrees of permanent impairment; of the third or ring finger,
36 six (6) degrees of permanent impairment; of the fourth or little
37 finger, four (4) degrees of permanent impairment; of the hand by
38 separation below the elbow joint, forty (40) degrees of permanent
39 impairment; of the arm above the elbow, fifty (50) degrees of
40 permanent impairment; of the big toe, twelve (12) degrees of
41 permanent impairment; of the second toe, six (6) degrees of
42 permanent impairment; of the third toe, four (4) degrees of
43 permanent impairment; of the fourth toe, three (3) degrees of
44 permanent impairment; of the fifth or little toe, two (2) degrees of
45 permanent impairment; by separation of the foot below the knee
46 joint, thirty-five (35) degrees of permanent impairment; and of the
47 leg above the knee joint, forty-five (45) degrees of permanent
48 impairment.

49 (2) Amputations: For the loss by separation of any of the body
50 parts described in subdivision (1) on or after July 1, 1997, and for
51 the loss by separation of any of the body parts described in
52 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar

1 values per degree applying on the date of the injury as described
2 in subsection (d) shall be multiplied by two (2). However, the
3 doubling provision of this subdivision does not apply to a loss of
4 use that is not a loss by separation.

5 (3) The loss of more than one (1) phalange of a thumb or toe shall
6 be considered as the loss of the entire thumb or toe. The loss of
7 more than two (2) phalanges of a finger shall be considered as the
8 loss of the entire finger. The loss of not more than one (1)
9 phalange of a thumb or toe shall be considered as the loss of one-
10 half (1/2) of the degrees of permanent impairment for the loss of
11 the entire thumb or toe. The loss of not more than one (1)
12 phalange of a finger shall be considered as the loss of one-third
13 (1/3) of the finger and compensation shall be paid for one-third
14 (1/3) of the degrees payable for the loss of the entire finger. The
15 loss of more than one (1) phalange of the finger but not more than
16 two (2) phalanges of the finger shall be considered as the loss of
17 one-half (1/2) of the finger and compensation shall be paid for
18 one-half (1/2) of the degrees payable for the loss of the entire
19 finger.

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

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

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

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

31 (8) For the loss of one (1) testicle, ten (10) degrees of permanent
32 impairment; for the loss of both testicles, thirty (30) degrees of
33 permanent impairment.

34 (9) Loss of use: The total permanent loss of the use of an arm, a
35 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
36 considered as the equivalent of the loss by separation of the arm,
37 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
38 shall be paid in the same amount as for the loss by separation.
39 However, the doubling provision of subdivision (2) does not
40 apply to a loss of use that is not a loss by separation.

41 (10) Partial loss of use: For the permanent partial loss of the use
42 of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
43 phalange, compensation shall be paid for the proportionate loss of
44 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

45 (11) For injuries resulting in total permanent disability, the
46 amount payable for impairment or **the amount payable for the**
47 **remainder of the employee's work life expectancy, not to**
48 **exceed** five hundred (500) weeks of compensation, whichever is
49 greater.

50 (12) For any permanent reduction of the sight of an eye less than
51 a total loss as specified in subsection (a)(3), the compensation
52 shall be paid in an amount proportionate to the degree of a

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

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

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

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

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

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

34 (2) With respect to injuries occurring on and after July 1, 1992,
35 and before July 1, 1993, for each degree of permanent impairment
36 from one (1) to twenty (20), five hundred dollars (\$500) per
37 degree; for each degree of permanent impairment from twenty-
38 one (21) to thirty-five (35), eight hundred dollars (\$800) per
39 degree; for each degree of permanent impairment from thirty-six
40 (36) to fifty (50), one thousand three hundred dollars (\$1,300) per
41 degree; for each degree of permanent impairment above fifty (50),
42 one thousand seven hundred dollars (\$1,700) per degree.

43 (3) With respect to injuries occurring on and after July 1, 1993,
44 and before July 1, 1997, for each degree of permanent impairment
45 from one (1) to ten (10), five hundred dollars (\$500) per degree;
46 for each degree of permanent impairment from eleven (11) to
47 twenty (20), seven hundred dollars (\$700) per degree; for each
48 degree of permanent impairment from twenty-one (21) to thirty-
49 five (35), one thousand dollars (\$1,000) per degree; for each
50 degree of permanent impairment from thirty-six (36) to fifty (50),
51 one thousand four hundred dollars (\$1,400) per degree; for each
52 degree of permanent impairment above fifty (50), one thousand

1 seven hundred dollars (\$1,700) per degree.
2 (4) With respect to injuries occurring on and after July 1, 1997,
3 and before July 1, 1998, for each degree of permanent impairment
4 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
5 degree; for each degree of permanent impairment from eleven
6 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
7 for each degree of permanent impairment from thirty-six (36) to
8 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
9 for each degree of permanent impairment above fifty (50), one
10 thousand seven hundred dollars (\$1,700) per degree.
11 (5) With respect to injuries occurring on and after July 1, 1998,
12 and before July 1, 1999, for each degree of permanent impairment
13 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
14 degree; for each degree of permanent impairment from eleven
15 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
16 for each degree of permanent impairment from thirty-six (36) to
17 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
18 for each degree of permanent impairment above fifty (50), one
19 thousand seven hundred dollars (\$1,700) per degree.
20 (6) With respect to injuries occurring on and after July 1, 1999,
21 for each degree of permanent impairment from one (1) to ten (10),
22 nine hundred dollars (\$900) per degree; for each degree of
23 permanent impairment from eleven (11) to thirty-five (35), one
24 thousand one hundred dollars (\$1,100) per degree; for each
25 degree of permanent impairment from thirty-six (36) to fifty (50),
26 one thousand six hundred dollars (\$1,600) per degree; for each
27 degree of permanent impairment above fifty (50), two thousand
28 dollars (\$2,000) per degree.
29 (e) The average weekly wages used in the determination of
30 compensation for permanent partial impairment under subsections (c)
31 and (d) shall not exceed the following:
32 (1) With respect to injuries occurring on or after July 1, 1991, and
33 before July 1, 1992, four hundred ninety-two dollars (\$492).
34 (2) With respect to injuries occurring on or after July 1, 1992, and
35 before July 1, 1993, five hundred forty dollars (\$540).
36 (3) With respect to injuries occurring on or after July 1, 1993, and
37 before July 1, 1994, five hundred ninety-one dollars (\$591).
38 (4) With respect to injuries occurring on or after July 1, 1994, and
39 before July 1, 1997, six hundred forty-two dollars (\$642).
40 (5) With respect to injuries occurring on or after July 1, 1997, and
41 before July 1, 1998, six hundred seventy-two dollars (\$672).
42 (6) With respect to injuries occurring on or after July 1, 1998, and
43 before July 1, 1999, seven hundred two dollars (\$702).
44 (7) With respect to injuries occurring on or after July 1, 1999, and
45 before July 1, 2000, seven hundred thirty-two dollars (\$732).
46 (8) With respect to injuries occurring on or after July 1, 2000, **and**
47 **before July 1, 2001**, seven hundred sixty-two dollars (\$762).
48 (9) **With respect to injuries occurring on or after July 1, 2001,**
49 **and before July 1, 2002, seven hundred ninety-two dollars**
50 **(\$792).**
51 (10) **With respect to injuries occurring on or after July 1,**
52 **2002, and before July 1, 2003, eight hundred twenty-two**

1 ~~keeping house for and living with such parent and is not otherwise~~
2 ~~gainfully employed.~~

3 (b) As used in this section, the term "child" includes stepchildren,
4 legally adopted children, posthumous children, and acknowledged
5 children born out of wedlock. The term "parent" includes stepparents
6 and parents by adoption.

7 (c) The dependency of a child under ~~subsections subsection~~ (a)(3)
8 and (a)(4) shall terminate when the child attains the age of twenty-one
9 (21).

10 (d) The dependency of any person as a presumptive dependent shall
11 terminate upon the marriage of such dependent subsequent to the death
12 of the employee, and such dependency shall not be reinstated by
13 divorce. However, for deaths from injuries occurring on and after July
14 1, 1977, a surviving spouse who is a presumptive dependent and who
15 is the only surviving dependent of the deceased employee is entitled to
16 receive, upon remarriage before the expiration of the maximum
17 statutory compensation period, a lump sum settlement equal to the
18 smaller of one hundred four (104) weeks of compensation or the
19 compensation for the remainder of the maximum statutory
20 compensation period.

21 ~~(e) The dependency of any child under subsection (a)(6) shall be~~
22 ~~terminated at such time as such dependent becomes gainfully employed~~
23 ~~or marries.~~

24 SECTION 12. IC 22-3-3-22 IS AMENDED TO READ AS
25 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing
26 the compensation under this law with respect to injuries occurring on
27 and after April 1, 1963, and prior to April 1, 1965, the average weekly
28 wages shall be considered to be not more than seventy dollars (\$70) nor
29 less than thirty dollars (\$30). In computing the compensation under this
30 law with respect to injuries occurring on and after April 1, 1965, and
31 prior to April 1, 1967, the average weekly wages shall be considered
32 to be not more than seventy-five dollars (\$75) and not less than thirty
33 dollars (\$30). In computing the compensation under this law with
34 respect to injuries occurring on and after April 1, 1967, and prior to
35 April 1, 1969, the average weekly wages shall be considered to be not
36 more than eighty-five dollars (\$85) and not less than thirty-five dollars
37 (\$35). In computing the compensation under this law with respect to
38 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,
39 the average weekly wages shall be considered to be not more than
40 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In
41 computing the compensation under this law with respect to injuries
42 occurring on and after July 1, 1971, and prior to July 1, 1974, the
43 average weekly wages shall be considered to be: (A) Not more than: (1)
44 one hundred dollars (\$100) if no dependents; (2) one hundred five
45 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)
46 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three
47 (3) dependents; (5) one hundred twenty dollars (\$120) if four (4)
48 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)
49 or more dependents; and (B) Not less than thirty-five dollars (\$35). In
50 computing compensation for temporary total disability, temporary
51 partial disability, and total permanent disability under this law with
52 respect to injuries occurring on and after July 1, 1974, and before July

1 1, 1976, the average weekly wages shall be considered to be (A) not
2 more than one hundred thirty-five dollars (\$135), and (B) not less than
3 seventy-five dollars (\$75). However, the weekly compensation payable
4 shall in no case exceed the average weekly wages of the employee at
5 the time of the injury. In computing compensation for temporary total
6 disability, temporary partial disability and total permanent disability
7 under this law with respect to injuries occurring on and after July 1,
8 1976, and before July 1, 1977, the average weekly wages shall be
9 considered to be (1) not more than one hundred fifty-six dollars (\$156)
10 and (2) not less than seventy-five dollars (\$75). However, the weekly
11 compensation payable shall not exceed the average weekly wages of
12 the employee at the time of the injury. In computing compensation for
13 temporary total disability, temporary partial disability, and total
14 permanent disability, with respect to injuries occurring on and after
15 July 1, 1977, and before July 1, 1979, the average weekly wages are
16 considered to be (1) not more than one hundred eighty dollars (\$180);
17 and (2) not less than seventy-five dollars (\$75). However, the weekly
18 compensation payable may not exceed the average weekly wages of the
19 employee at the time of the injury. In computing compensation for
20 temporary total disability, temporary partial disability, and total
21 permanent disability, with respect to injuries occurring on and after
22 July 1, 1979, and before July 1, 1980, the average weekly wages are
23 considered to be (1) not more than one hundred ninety-five dollars
24 (\$195), and (2) not less than seventy-five dollars (\$75). However, the
25 weekly compensation payable shall not exceed the average weekly
26 wages of the employee at the time of the injury. In computing
27 compensation for temporary total disability, temporary partial
28 disability, and total permanent disability, with respect to injuries
29 occurring on and after July 1, 1980, and before July 1, 1983, the
30 average weekly wages are considered to be (1) not more than two
31 hundred ten dollars (\$210), and (2) not less than seventy-five dollars
32 (\$75). However, the weekly compensation payable shall not exceed the
33 average weekly wages of the employee at the time of the injury. In
34 computing compensation for temporary total disability, temporary
35 partial disability, and total permanent disability, with respect to injuries
36 occurring on and after July 1, 1983, and before July 1, 1984, the
37 average weekly wages are considered to be (1) not more than two
38 hundred thirty-four dollars (\$234) and (2) not less than seventy-five
39 dollars (\$75). However, the weekly compensation payable shall not
40 exceed the average weekly wages of the employee at the time of the
41 injury. In computing compensation for temporary total disability,
42 temporary partial disability, and total permanent disability, with respect
43 to injuries occurring on and after July 1, 1984, and before July 1, 1985,
44 the average weekly wages are considered to be (1) not more than two
45 hundred forty-nine dollars (\$249) and (2) not less than seventy-five
46 dollars (\$75). However, the weekly compensation payable shall not
47 exceed the average weekly wages of the employee at the time of the
48 injury. In computing compensation for temporary total disability,
49 temporary partial disability, and total permanent disability, with respect
50 to injuries occurring on and after July 1, 1985, and before July 1, 1986,
51 the average weekly wages are considered to be (1) not more than two
52 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five

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

48 In computing compensation for temporary total disability, temporary
49 partial disability, and total permanent disability, with respect to injuries
50 occurring on and after July 1, 1993, and before July 1, 1994, the
51 average weekly wages are considered to be (1) not more than five
52 hundred ninety-one dollars (\$591) and (2) not less than seventy-five

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.

4 In computing compensation for temporary total disability, temporary
5 partial disability, and total permanent disability, with respect to injuries
6 occurring on and after July 1, 1994, and before July 1, 1997, the
7 average weekly wages are considered to be (1) not more than six
8 hundred forty-two dollars (\$642) and (2) not less than seventy-five
9 dollars (\$75). However, the weekly compensation payable shall not
10 exceed the average weekly wages of the employee at the time of the
11 injury.

12 (b) In computing compensation for temporary total disability,
13 temporary partial disability, and total permanent disability, the average
14 weekly wages are considered to be:

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

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

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

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

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

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

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

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

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

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

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

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

32 **(5) with respect to injuries occurring on and after July 1,**
33 **2001, and before July 1, 2002:**

34 (A) not more than seven hundred ninety-two dollars
35 (\$792); and

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

37 **(6) with respect to injuries occurring on and after July 1,**
38 **2002, and before July 1, 2003:**

39 (A) not more than eight hundred twenty-two dollars
40 (\$822); and

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

42 **(7) with respect to injuries occurring on and after July 1,**
43 **2003, and before July 1, 2004:**

44 (A) not more than eight hundred fifty-two dollars (\$852);
45 and

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

47 **(8) with respect to injuries occurring on and after July 1,**
48 **2004:**

49 (A) not more than eight hundred eighty-two dollars (\$882);
50 and

51 (B) not less than seventy-five dollars (\$74).

52 However, the weekly compensation payable shall not exceed the

1 average weekly wages of the employee at the time of the injury.
2 (c) For the purpose of this section only and with respect to injuries
3 occurring on and after July 1, 1971, and prior to July 1, 1974, only, the
4 term "dependent" as used in this section shall mean persons defined as
5 presumptive dependents under section 19 of this chapter, except that
6 such dependency shall be determined as of the date of the injury to the
7 employee.
8 (d) With respect to any injury occurring on and after April 1, 1955,
9 and prior to April 1, 1957, the maximum compensation exclusive of
10 medical benefits, which shall be paid for an injury under any provisions
11 of this law or under any combination of its provisions shall not exceed
12 twelve thousand five hundred dollars (\$12,500) in any case. With
13 respect to any injury occurring on and after April 1, 1957 and prior to
14 April 1, 1963, the maximum compensation exclusive of medical
15 benefits, which shall be paid for an injury under any provision of this
16 law or under any combination of its provisions shall not exceed fifteen
17 thousand dollars (\$15,000) in any case. With respect to any injury
18 occurring on and after April 1, 1963, and prior to April 1, 1965, the
19 maximum compensation exclusive of medical benefits, which shall be
20 paid for an injury under any provision of this law or under any
21 combination of its provisions shall not exceed sixteen thousand five
22 hundred dollars (\$16,500) in any case. With respect to any injury
23 occurring on and after April 1, 1965, and prior to April 1, 1967, the
24 maximum compensation exclusive of medical benefits which shall be
25 paid for any injury under any provision of this law or any combination
26 of provisions shall not exceed twenty thousand dollars (\$20,000) in any
27 case. With respect to any injury occurring on and after April 1, 1967,
28 and prior to July 1, 1971, the maximum compensation exclusive of
29 medical benefits which shall be paid for an injury under any provision
30 of this law or any combination of provisions shall not exceed twenty-
31 five thousand dollars (\$25,000) in any case. With respect to any injury
32 occurring on and after July 1, 1971, and prior to July 1, 1974, the
33 maximum compensation exclusive of medical benefits which shall be
34 paid for any injury under any provision of this law or any combination
35 of provisions shall not exceed thirty thousand dollars (\$30,000) in any
36 case. With respect to any injury occurring on and after July 1, 1974,
37 and before July 1, 1976, the maximum compensation exclusive of
38 medical benefits which shall be paid for an injury under any provision
39 of this law or any combination of provisions shall not exceed forty-five
40 thousand dollars (\$45,000) in any case. With respect to an injury
41 occurring on and after July 1, 1976, and before July 1, 1977, the
42 maximum compensation, exclusive of medical benefits, which shall be
43 paid for any injury under any provision of this law or any combination
44 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in
45 any case. With respect to any injury occurring on and after July 1,
46 1977, and before July 1, 1979, the maximum compensation, exclusive
47 of medical benefits, which may be paid for an injury under any
48 provision of this law or any combination of provisions may not exceed
49 sixty thousand dollars (\$60,000) in any case. With respect to any injury
50 occurring on and after July 1, 1979, and before July 1, 1980, the
51 maximum compensation, exclusive of medical benefits, which may be
52 paid for an injury under any provisions of this law or any combination

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

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

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

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

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

50 With respect to any injury occurring on and after July 1, 1993, and
51 before July 1, 1994, the maximum compensation, exclusive of medical
52 benefits, that may be paid for an injury under any provisions of this law

1 or any combination of provisions may not exceed one hundred ninety-
2 seven thousand dollars (\$197,000) in any case.

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

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

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

15 (2) With respect to an injury occurring on and after July 1, 1998,
16 and before July 1, 1999, two hundred thirty-four thousand dollars
17 (\$234,000).

18 (3) With respect to an injury occurring on and after July 1, 1999,
19 and before July 1, 2000, two hundred forty-four thousand dollars
20 (\$244,000).

21 (4) With respect to an injury occurring on and after July 1, 2000,
22 **and before July 1, 2001**, two hundred fifty-four thousand dollars
23 (\$254,000).

24 **(5) With respect to an injury occurring on and after July 1,**
25 **2001, and before July 1, 2002, two hundred sixty-four dollars**
26 **(\$264,000).**

27 **(6) With respect to an injury occurring on and after July 1,**
28 **2002, and before July 1, 2003, two hundred seventy-four**
29 **dollars (\$274,000).**

30 **(7) With respect to an injury occurring on and after July 1,**
31 **2003, and before July 1, 2004, two hundred eighty-four**
32 **dollars (\$284,000).**

33 **(8) With respect to an injury occurring on and after July 1,**
34 **2004, two hundred ninety-four dollars (\$294,000).**

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

42 (b) The board may, at any time, in the case of permanently disabling
43 injuries of a minor, require that he be compensated by the cash
44 payment in a lump sum of the commutable value of the unredeemed
45 installments of the compensation to which he is entitled.

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

49 SECTION 14. IC 22-3-3-27 IS AMENDED TO READ AS
50 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 27. (a) The power and
51 jurisdiction of the worker's compensation board over each case shall be
52 continuing and from time to time it may, upon its own motion or upon

1 the application of either party, on account of a change in conditions,
2 make such modification or change in the award ending, lessening,
3 continuing, or extending the payments previously awarded, either by
4 agreement or upon hearing, as it may deem just, subject to the
5 maximum and minimum provided for in IC 22-3-2 through IC 22-3-6.

6 (b) Upon making any such change, the board shall immediately send
7 to each of the parties a copy of the modified award. No such
8 modification shall affect the previous award as to any money paid
9 thereunder.

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

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

23 SECTION 16. IC 22-3-4-12 IS AMENDED TO READ AS
24 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12. Except as provided
25 in section 12.1 of this chapter, the fees of attorneys and physicians and
26 charges of nurses and hospitals for services under IC 22-3-2 through
27 IC 22-3-6 shall be subject to the approval of the **industrial worker's**
28 **compensation** board. When any claimant for compensation is
29 represented by an attorney in the prosecution of his claim, the **industrial**
30 **worker's compensation** board shall fix and state in the award, if
31 compensation be awarded, the amount of the claimant's attorney's fees.
32 The fee so fixed shall be binding upon both the claimant and his
33 attorney, and the employer shall pay to the attorney out of the award the
34 fee so fixed, and the receipt of the attorney therefor shall fully acquit
35 the employer for an equal portion of the award; provided, that
36 whenever the **industrial worker's compensation** board shall determine
37 upon hearing of a claim that the employer has acted in bad faith in
38 adjusting and settling said award, or whenever the **industrial worker's**
39 **compensation** board shall determine upon hearing of a claim that the
40 employer has not pursued the settlement of said claim with diligence,
41 then the board shall, if compensation be awarded, fix the amount of the
42 claimant's attorney's fees and such attorney fees shall be paid to the
43 attorney and shall not be charged against the award to the claimant.
44 **Whenever the worker's compensation board determines that the**
45 **claimant's application for benefits was, at the time it was filed,**
46 **unwarranted by existing law or evidence, the board shall fix the**
47 **amount of the employer's attorney's fees to be paid by the**
48 **claimant.**

49 SECTION 17. IC 22-3-4-12.1 IS AMENDED TO READ AS
50 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 12.1. (a) The worker's
51 compensation board, upon hearing a claim for benefits, has the
52 exclusive jurisdiction to determine whether the employer, the

1 employer's worker's compensation administrator, or the worker's
2 compensation insurance carrier has acted with a lack of diligence, in
3 bad faith, or has committed an independent tort in adjusting or settling
4 the claim for compensation.

5 (b) If lack of diligence, bad faith, or an independent tort is proven
6 under subsection (a), the award to the claimant shall be at least five
7 hundred dollars (\$500), but not more than twenty thousand dollars
8 (\$20,000), depending upon the degree of culpability and the actual
9 damages sustained.

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

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

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

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

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

29 (a) "Employer" includes the state and any political subdivision, any
30 municipal corporation within the state, any individual or the legal
31 representative of a deceased individual, firm, association, limited
32 liability company, or corporation or the receiver or trustee of the same,
33 using the services of another for pay. If the employer is insured, the
34 term includes the employer's insurer so far as applicable. However, the
35 inclusion of an employer's insurer within this definition does not allow
36 an employer's insurer to avoid payment for services rendered to an
37 employee with the approval of the employer. The term also includes an
38 employer that provides on-the-job training under the federal School to
39 Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth
40 in IC 22-3-2-2.5.

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

46 (1) An executive officer elected or appointed and empowered in
47 accordance with the charter and bylaws of a corporation, other
48 than a municipal corporation or governmental subdivision or a
49 charitable, religious, educational, or other nonprofit corporation,
50 is an employee of the corporation under IC 22-3-2 through IC 22-
51 3-6.

52 (2) An executive officer of a municipal corporation or other

1 governmental subdivision or of a charitable, religious,
2 educational, or other nonprofit corporation may, notwithstanding
3 any other provision of IC 22-3-2 through IC 22-3-6, be brought
4 within the coverage of its insurance contract by the corporation by
5 specifically including the executive officer in the contract of
6 insurance. The election to bring the executive officer within the
7 coverage shall continue for the period the contract of insurance is
8 in effect, and during this period, the executive officers thus
9 brought within the coverage of the insurance contract are
10 employees of the corporation under IC 22-3-2 through IC 22-3-6.
11 (3) Any reference to an employee who has been injured, when the
12 employee is dead, also includes the employee's legal
13 representatives, dependents, and other persons to whom
14 compensation may be payable.
15 (4) An owner of a sole proprietorship may elect to include the
16 owner as an employee under IC 22-3-2 through IC 22-3-6 if the
17 owner is actually engaged in the proprietorship business. If the
18 owner makes this election, the owner must serve upon the owner's
19 insurance carrier and upon the board written notice of the
20 election. No owner of a sole proprietorship may be considered an
21 employee under IC 22-3-2 through IC 22-3-6 until the notice has
22 been received. If the owner of a sole proprietorship is an
23 independent contractor in the construction trades and does not
24 make the election provided under this subdivision, the owner
25 must obtain an affidavit of exemption under IC 22-3-2-14.5.
26 (5) A partner in a partnership may elect to include the partner as
27 an employee under IC 22-3-2 through IC 22-3-6 if the partner is
28 actually engaged in the partnership business. If a partner makes
29 this election, the partner must serve upon the partner's insurance
30 carrier and upon the board written notice of the election. No
31 partner may be considered an employee under IC 22-3-2 through
32 IC 22-3-6 until the notice has been received. If a partner in a
33 partnership is an independent contractor in the construction trades
34 and does not make the election provided under this subdivision,
35 the partner must obtain an affidavit of exemption under IC 22-3-
36 2-14.5.
37 (6) Real estate professionals are not employees under IC 22-3-2
38 through IC 22-3-6 if:
39 (A) they are licensed real estate agents;
40 (B) substantially all their remuneration is directly related to
41 sales volume and not the number of hours worked; and
42 (C) they have written agreements with real estate brokers
43 stating that they are not to be treated as employees for tax
44 purposes.
45 (7) A person is an independent contractor in the construction
46 trades and not an employee under IC 22-3-2 through IC 22-3-6 if
47 the person is an independent contractor under the guidelines of
48 the United States Internal Revenue Service.
49 (8) An owner-operator that provides a motor vehicle and the
50 services of a driver under a written contract that is subject to IC 8-
51 2.1-24-23, 45 IAC 16-1-13, or 49 CFR 1057, to a motor carrier is
52 not an employee of the motor carrier for purposes of IC 22-3-2

1 through IC 22-3-6. The owner-operator may elect to be covered
2 and have the owner-operator's drivers covered under a worker's
3 compensation insurance policy or authorized self-insurance that
4 insures the motor carrier if the owner-operator pays the premiums
5 as requested by the motor carrier. An election by an owner-
6 operator under this subdivision does not terminate the
7 independent contractor status of the owner-operator for any
8 purpose other than the purpose of this subdivision.

9 (9) A member or manager in a limited liability company may elect
10 to include the member or manager as an employee under IC 22-3-
11 2 through IC 22-3-6 if the member or manager is actually engaged
12 in the limited liability company business. If a member or manager
13 makes this election, the member or manager must serve upon the
14 member's or manager's insurance carrier and upon the board
15 written notice of the election. A member or manager may not be
16 considered an employee under IC 22-3-2 through IC 22-3-6 until
17 the notice has been received.

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

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

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

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

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

47 (4) The rights and remedies granted in this subsection to a minor
48 under IC 22-3-2 through IC 22-3-6 on account of personal injury
49 or death by accident shall exclude all rights and remedies of the
50 minor, the minor's parents, or the minor's personal
51 representatives, dependents, or next of kin at common law,
52 statutory or otherwise, on account of the injury or death. This

1 subsection does not apply to minors who have reached seventeen
2 (17) years of age.

3 (d) "Average weekly wages" means the earnings of the injured
4 employee in the employment in which the employee was working at the
5 time of the injury during the period of fifty-two (52) weeks
6 immediately preceding the date of injury, divided by fifty-two (52),
7 except as follows:

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

13 ~~(2) (1) Where the employment prior to the injury extended over~~
14 ~~a period of less than fifty-two (52) weeks, the method of dividing~~
15 ~~the earnings during that period by the number of weeks and parts~~
16 ~~thereof during which the employee earned wages shall be~~
17 ~~followed, if results just and fair to both parties will be obtained.~~
18 ~~Where by reason of the shortness of the time during which the~~
19 ~~employee has been in the employment of the employee's employer~~
20 ~~or of the casual nature or terms of the employment it is~~
21 ~~impracticable to compute the average weekly wages, as defined~~
22 ~~in this subsection, regard shall be had to the average weekly~~
23 ~~amount which during the fifty-two (52) weeks previous to the~~
24 ~~injury was being earned by a person in the same grade employed~~
25 ~~at the same work by the same employer or, if there is no person so~~
26 ~~employed, by a person in the same grade employed in the same~~
27 ~~class of employment in the same district.~~

28 ~~(3) (2) Wherever allowances of any character made to an~~
29 ~~employee in lieu of wages are a specified part of the wage~~
30 ~~contract, they shall be deemed a part of his earnings; **provided**~~
31 ~~**that such allowances constitute and are reported by the**~~
32 ~~**employee to taxing authorities as a part of the employee's**~~
33 ~~**gross income.**~~

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

36 (4) In computing the average weekly wages to be used in
37 calculating an award for permanent impairment under IC 22-3-3-
38 10 for a student employee in an approved training program under
39 IC 20-10.1-6-7, the following formula shall be used. Calculate the
40 product of:

41 (A) the student employee's hourly wage rate; multiplied by
42 (B) forty (40) hours.

43 The result obtained is the amount of the average weekly wages for
44 the student employee.

45 (e) "Injury" and "personal injury" mean only injury by accident
46 arising out of and in the course of the employment and do not include
47 a disease in any form except as it results from the injury. **Mental or**
48 **emotional injury resulting from work-related stress does not arise**
49 **out of or in the course of the employment, unless it is demonstrated**
50 **that the stress was predominately work-related and was**
51 **extraordinary and unusual. The amount of work stress must be**
52 **measured by objective standards and actual events. A mental or**

1 **emotional injury is not considered to arise out of or in the course**
2 **of the employment if it resulted from any disciplinary action, work**
3 **evaluation, job transfer, layoff, demotion, termination or other**
4 **similar action taken by the employer.**

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

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

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

15 (1) The geographic service area served by zip codes with the first
16 three (3) digits 463 and 464.

17 (2) The geographic service area served by zip codes with the first
18 three (3) digits 465 and 466.

19 (3) The geographic service area served by zip codes with the first
20 three (3) digits 467 and 468.

21 (4) The geographic service area served by zip codes with the first
22 three (3) digits 469 and 479.

23 (5) The geographic service area served by zip codes with the first
24 three (3) digits 460, 461 (except 46107), and 473.

25 (6) The geographic service area served by the 46107 zip code and
26 zip codes with the first three (3) digits 462.

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

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

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

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

40 **(k) "Total permanent disability" means the inability to engage**
41 **in any reasonable employment for the remainder of the employee's**
42 **work life expectancy, with reasonableness being measured by the**
43 **employee's physical and mental fitness for employment and its**
44 **availability. The rate of pay to be earned is not a measure of**
45 **reasonableness. The employee has the burden of proving that the**
46 **predominate cause for the employee's total permanent disability is**
47 **the work-related injury rather than factors related to age,**
48 **education, or medical problems unrelated to the work injury. The**
49 **employee's application for retirement or other benefits payable**
50 **upon the employee's withdrawal from employment shall be**
51 **evidence of the end of the employee's work life expectancy and**
52 **shall terminate the employee's right to total permanent disability**

1 **compensation.**

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

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

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

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

- 43 (1) the employee has returned to work;
44 (2) the employee has died;
45 (3) the employee has refused to undergo a medical examination
46 under section 20 of this chapter;
47 (4) the employee has received five hundred (500) weeks of
48 temporary total disability benefits or has been paid the maximum
49 compensation allowable under section 19 of this chapter; or
50 (5) the employee is unable or unavailable to work for reasons
51 unrelated to the compensable disease.

52 In all other cases the employer must notify the employee in writing of

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

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

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

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

46 For disablements occurring on and after July 1, 1971, and prior to
47 July 1, 1974, from occupational disease resulting in temporary total
48 disability for any work there shall be paid to the disabled employee
49 during such temporary total disability a weekly compensation equal to
50 sixty percent (60%) of the employee's average weekly wages, as
51 defined in section 19 of this chapter, for a period not to exceed five
52 hundred (500) weeks. Compensation shall be allowed for the first seven

1 (7) calendar days only if the disability continues for longer than twenty-
2 eight (28) days.

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

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

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

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

46 For disablements occurring on and after July 1, 1974, from
47 occupational disease resulting in temporary partial disability for work
48 there shall be paid to the disabled employee during such disability a
49 weekly compensation equal to sixty-six and two-thirds percent (66
50 2/3%) of the difference between the employee's average weekly wages,
51 as defined in section 19 of this chapter, and the weekly wages at which
52 he is actually employed after the disablement, for a period not to

1 exceed three hundred (300) weeks. Compensation shall be allowed for
2 the first seven (7) calendar days only if the disability continues for
3 longer than twenty-one (21) days. In case of partial disability after the
4 period of temporary total disability, the latter period shall be included
5 as a part of the maximum period allowed for partial disability.

6 (g) For disabilities occurring on and after April 1, 1951, and prior
7 to April 1, 1955, from occupational disease in the following schedule,
8 the employee shall receive in lieu of all other compensation, on account
9 of such disabilities, a weekly compensation of sixty percent (60%) of
10 the employee's average weekly wage; for disabilities occurring on and
11 after April 1, 1955, and prior to July 1, 1971, from occupational disease
12 in the following schedule, the employee shall receive in addition to
13 disability benefits not exceeding twenty-six (26) weeks on account of
14 said occupational disease a weekly compensation of sixty percent
15 (60%) of the employee's average weekly wages.

16 For disabilities occurring on and after July 1, 1971, and before July
17 1, 1977, from occupational disease in the following schedule, the
18 employee shall receive in addition to disability benefits not exceeding
19 twenty-six (26) weeks on account of said occupational disease a weekly
20 compensation of sixty percent (60%) of his average weekly wages not
21 to exceed one hundred dollars (\$100) average weekly wages, for the
22 period stated for such disabilities respectively.

23 For disabilities occurring on and after July 1, 1977, and before July
24 1, 1979, from occupational disease in the following schedule, the
25 employee shall receive in addition to disability benefits not exceeding
26 twenty-six (26) weeks on account of the occupational disease a weekly
27 compensation of sixty percent (60%) of the employee's average weekly
28 wages, not to exceed one hundred twenty-five dollars (\$125) average
29 weekly wages, for the period stated for the disabilities.

30 For disabilities occurring on and after July 1, 1979, and before July
31 1, 1988, from occupational disease in the following schedule, the
32 employee shall receive in addition to disability benefits, not exceeding
33 fifty-two (52) weeks on account of the occupational disease, a weekly
34 compensation of sixty percent (60%) of the employee's average weekly
35 wages, not to exceed one hundred twenty-five dollars (\$125) average
36 weekly wages, for the period stated for the disabilities.

37 For disabilities occurring on and after July 1, 1988, and before July
38 1, 1989, from occupational disease in the following schedule, the
39 employee shall receive in addition to disability benefits, not exceeding
40 seventy-eight (78) weeks on account of the occupational disease, a
41 weekly compensation of sixty percent (60%) of the employee's average
42 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
43 average weekly wages, for the period stated for the disabilities.

44 For disabilities occurring on and after July 1, 1989, and before July
45 1, 1990, from occupational disease in the following schedule, the
46 employee shall receive in addition to disability benefits, not exceeding
47 seventy-eight (78) weeks on account of the occupational disease, a
48 weekly compensation of sixty percent (60%) of the employee's average
49 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
50 average weekly wages, for the period stated for the disabilities.

51 For disabilities occurring on and after July 1, 1990, and before July
52 1, 1991, from occupational disease in the following schedule, the

1 employee shall receive in addition to disability benefits, not exceeding
2 seventy-eight (78) weeks on account of the occupational disease, a
3 weekly compensation of sixty percent (60%) of the employee's average
4 weekly wages, not to exceed two hundred dollars (\$200) average
5 weekly wages, for the period stated for the disabilities.

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

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

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

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

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

42 (6) For the permanent and complete loss of vision by enucleation
43 of an eye or its reduction to one-tenth (1/10) of normal vision with
44 glasses, one hundred fifty (150) weeks, and for any other
45 permanent reduction of the sight of an eye, compensation shall be
46 paid for a period proportionate to the degree of such permanent
47 reduction without correction or glasses. However, when such
48 permanent reduction without correction or glasses would result in
49 one hundred percent (100%) loss of vision, but correction or
50 glasses would result in restoration of vision, then compensation
51 shall be paid for fifty percent (50%) of such total loss of vision
52 without glasses plus an additional amount equal to the

1 proportionate amount of such reduction with glasses, not to
2 exceed an additional fifty percent (50%).

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

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

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

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

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

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

50 (3) The loss of more than one (1) phalange of a thumb or toe shall
51 be considered as the loss of the entire thumb or toe. The loss of
52 more than two (2) phalanges of a finger shall be considered as the

1 loss of the entire finger. The loss of not more than one (1)
2 phalange of a thumb or toe shall be considered as the loss of one-
3 half (1/2) of the degrees of permanent impairment for the loss of
4 the entire thumb or toe. The loss of not more than one (1)
5 phalange of a finger shall be considered as the loss of one-third
6 (1/3) of the finger and compensation shall be paid for one-third
7 (1/3) of the degrees payable for the loss of the entire finger. The
8 loss of more than one (1) phalange of the finger but not more than
9 two (2) phalanges of the finger shall be considered as the loss of
10 one-half (1/2) of the finger and compensation shall be paid for
11 one-half (1/2) of the degrees payable for the loss of the entire
12 finger.

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

16 (5) For the permanent and complete loss of vision by enucleation
17 or its reduction to one-tenth (1/10) of normal vision with glasses,
18 thirty-five (35) degrees of permanent impairment.

19 (6) For the permanent and complete loss of hearing in one (1) ear,
20 fifteen (15) degrees of permanent impairment, and in both ears,
21 forty (40) degrees of permanent impairment.

22 (7) For the loss of one (1) testicle, (10) ten degrees of permanent
23 impairment; for the loss of both testicles, thirty (30) degrees of
24 permanent impairment.

25 (8) Loss of use: The total permanent loss of the use of an arm, a
26 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
27 considered as the equivalent of the loss by separation of the arm,
28 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
29 shall be paid in the same amount as for the loss by separation.
30 However, the doubling provision of subdivision (2) does not
31 apply to a loss of use that is not a loss by separation.

32 (9) Partial loss of use: For the permanent partial loss of the use of
33 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
34 phalange, compensation shall be paid for the proportionate loss of
35 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

36 (10) For disablements resulting in total permanent disability, the
37 amount payable for impairment or five hundred (500) weeks of
38 compensation, whichever is greater.

39 (11) For any permanent reduction of the sight of an eye less than
40 a total loss as specified in subdivision (3), the compensation shall
41 be paid in an amount proportionate to the degree of a permanent
42 reduction without correction or glasses. However, when a
43 permanent reduction without correction or glasses would result in
44 one hundred percent (100%) loss of vision, then compensation
45 shall be paid for fifty percent (50%) of the total loss of vision
46 without glasses, plus an additional amount equal to the
47 proportionate amount of the reduction with glasses, not to exceed
48 an additional fifty percent (50%).

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

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

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

13 (h) With respect to disablements occurring on and after July 1,
14 1991, compensation for permanent partial impairment shall be paid
15 according to the degree of permanent impairment for the disablement
16 determined under subsection (d) and the following:

17 (1) With respect to disablements occurring on and after July 1,
18 1991, and before July 1, 1992, for each degree of permanent
19 impairment from one (1) to thirty-five (35), five hundred dollars
20 (\$500) per degree; for each degree of permanent impairment from
21 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
22 degree; for each degree of permanent impairment above fifty (50),
23 one thousand five hundred dollars (\$1,500) per degree.

24 (2) With respect to disablements occurring on and after July 1,
25 1992, and before July 1, 1993, for each degree of permanent
26 impairment from one (1) to twenty (20), five hundred dollars
27 (\$500) per degree; for each degree of permanent impairment from
28 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
29 per degree; for each degree of permanent impairment from thirty-
30 six (36) to fifty (50), one thousand three hundred dollars (\$1,300)
31 per degree; for each degree of permanent impairment above fifty
32 (50), one thousand seven hundred dollars (\$1,700) per degree.

33 (3) With respect to disablements occurring on and after July 1,
34 1993, and before July 1, 1997, for each degree of permanent
35 impairment from one (1) to ten (10), five hundred dollars (\$500)
36 per degree; for each degree of permanent impairment from eleven
37 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
38 each degree of permanent impairment from twenty-one (21) to
39 thirty-five (35), one thousand dollars (\$1,000) per degree; for
40 each degree of permanent impairment from thirty-six (36) to fifty
41 (50), one thousand four hundred dollars (\$1,400) per degree; for
42 each degree of permanent impairment above fifty (50), one
43 thousand seven hundred dollars (\$1,700) per degree.

44 (4) With respect to disablements occurring on and after July 1,
45 1997, and before July 1, 1998, for each degree of permanent
46 impairment from one (1) to ten (10), seven hundred fifty dollars
47 (\$750) per degree; for each degree of permanent impairment from
48 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
49 degree; for each degree of permanent impairment from thirty-six
50 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
51 degree; for each degree of permanent impairment above fifty (50),
52 one thousand seven hundred dollars (\$1,700) per degree.

- 1 (5) With respect to disablements occurring on and after July 1,
2 1998, and before July 1, 1999, for each degree of permanent
3 impairment from one (1) to ten (10), seven hundred fifty dollars
4 (\$750) per degree; for each degree of permanent impairment from
5 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
6 degree; for each degree of permanent impairment from thirty-six
7 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
8 degree; for each degree of permanent impairment above fifty (50),
9 one thousand seven hundred dollars (\$1,700) per degree.
- 10 (6) With respect to disablements occurring on and after July 1,
11 1999, for each degree of permanent impairment from one (1) to
12 ten (10), nine hundred dollars (\$900) per degree; for each degree
13 of permanent impairment from eleven (11) to thirty-five (35), one
14 thousand one hundred dollars (\$1,100) per degree; for each
15 degree of permanent impairment from thirty-six (36) to fifty (50),
16 one thousand six hundred dollars (\$1,600) per degree; for each
17 degree of permanent impairment above fifty (50), two thousand
18 dollars (\$2,000) per degree.
- 19 (i) The average weekly wages used in the determination of
20 compensation for permanent partial impairment under subsections (g)
21 and (h) shall not exceed the following:
- 22 (1) With respect to disablements occurring on or after July 1,
23 1991, and before July 1, 1992, four hundred ninety-two dollars
24 (\$492).
- 25 (2) With respect to disablements occurring on or after July 1,
26 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 27 (3) With respect to disablements occurring on or after July 1,
28 1993, and before July 1, 1994, five hundred ninety-one dollars
29 (\$591).
- 30 (4) With respect to disablements occurring on or after July 1,
31 1994, and before July 1, 1997, six hundred forty-two dollars
32 (\$642).
- 33 (5) With respect to disablements occurring on or after July 1,
34 1997, and before July 1, 1998, six hundred seventy-two dollars
35 (\$672).
- 36 (6) With respect to disablements occurring on or after July 1,
37 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 38 (7) With respect to disablements occurring on or after July 1,
39 1999, and before July 1, 2000, seven hundred thirty-two dollars
40 (\$732).
- 41 (8) With respect to disablements occurring on or after July 1,
42 2000, **and before July 1, 2001**, seven hundred sixty-two dollars
43 (\$762).
- 44 **(9) With respect to disablements occurring on and after July**
45 **1, 2001, and before July 1, 2002, seven hundred ninety-two**
46 **dollars (\$792).**
- 47 **(10) With respect to disablements occurring on and after July**
48 **1, 2002, and before July 1, 2003, eight hundred twenty-two**
49 **dollars (\$822).**
- 50 **(11) With respect to disablements occurring on and after July**
51 **1, 2003, and before July 1, 2004, eight hundred fifty-two**
52 **dollars (\$852).**

1 **(12) With respect to disablements occurring on and after July**
2 **1, 2004, eight hundred eighty-two dollars (\$882).**

3 (j) If any employee, only partially disabled, refuses employment
4 suitable to his capacity procured for him, he shall not be entitled to any
5 compensation at any time during the continuance of such refusal
6 unless, in the opinion of the worker's compensation board, such refusal
7 was justifiable. The employee must be served with a notice setting forth
8 the consequences of the refusal under this subsection. The notice must
9 be in a form prescribed by the worker's compensation board.

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

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

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

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

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

49 (s) All compensation payments named and provided for in this
50 section, shall mean and be defined to be for only such occupational
51 diseases and disabilities therefrom as are proved by competent
52 evidence, of which there are or have been objective conditions or

1 symptoms proven, not within the physical or mental control of the
2 employee himself.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42 (c) In computing compensation for temporary total disability,
43 temporary partial disability, and total permanent disability, with respect
44 to occupational diseases occurring on and after July 1, 1986, and before
45 July 1, 1988, the average weekly wages are considered to be:

46 (1) not more than two hundred eighty-five dollars (\$285); and

47 (2) not less than seventy-five dollars (\$75).

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

52 (1) not more than three hundred eighty-four dollars (\$384); and

- 1 (2) not less than seventy-five dollars (\$75).
- 2 (e) In computing compensation for temporary total disability,
3 temporary partial disability, and total permanent disability, with respect
4 to occupational diseases occurring on and after July 1, 1989, and before
5 July 1, 1990, the average weekly wages are considered to be:
6 (1) not more than four hundred eleven dollars (\$411); and
7 (2) not less than seventy-five dollars (\$75).
- 8 (f) In computing compensation for temporary total disability,
9 temporary partial disability, and total permanent disability, with respect
10 to occupational diseases occurring on and after July 1, 1990, and before
11 July 1, 1991, the average weekly wages are considered to be:
12 (1) not more than four hundred forty-one dollars (\$441); and
13 (2) not less than seventy-five dollars (\$75).
- 14 (g) In computing compensation for temporary total disability,
15 temporary partial disability, and total permanent disability, with respect
16 to occupational diseases occurring on and after July 1, 1991, and before
17 July 1, 1992, the average weekly wages are considered to be:
18 (1) not more than four hundred ninety-two dollars (\$492); and
19 (2) not less than seventy-five dollars (\$75).
- 20 (h) In computing compensation for temporary total disability,
21 temporary partial disability, and total permanent disability, with respect
22 to occupational diseases occurring on and after July 1, 1992, and before
23 July 1, 1993, the average weekly wages are considered to be:
24 (1) not more than five hundred forty dollars (\$540); and
25 (2) not less than seventy-five dollars (\$75).
- 26 (i) In computing compensation for temporary total disability,
27 temporary partial disability, and total permanent disability, with respect
28 to occupational diseases occurring on and after July 1, 1993, and before
29 July 1, 1994, the average weekly wages are considered to be:
30 (1) not more than five hundred ninety-one dollars (\$591); and
31 (2) not less than seventy-five dollars (\$75).
- 32 (j) In computing compensation for temporary total disability,
33 temporary partial disability and total permanent disability, with respect
34 to occupational diseases occurring on and after July 1, 1994, and before
35 July 1, 1997, the average weekly wages are considered to be:
36 (1) not more than six hundred forty-two dollars (\$642); and
37 (2) not less than seventy-five dollars (\$75).
- 38 (k) In computing compensation for temporary total disability,
39 temporary partial disability, and total permanent disability, the average
40 weekly wages are considered to be:
41 (1) with respect to occupational diseases occurring on and after
42 July 1, 1997, and before July 1, 1998:
43 (A) not more than six hundred seventy-two dollars (\$672); and
44 (B) not less than seventy-five dollars (\$75);
45 (2) with respect to occupational diseases occurring on and after
46 July 1, 1998, and before July 1, 1999:
47 (A) not more than seven hundred two dollars (\$702); and
48 (B) not less than seventy-five dollars (\$75);
49 (3) with respect to occupational diseases occurring on and after
50 July 1, 1999, and before July 1, 2000:
51 (A) not more than seven hundred thirty-two dollars (\$732);
52 and

- 1 (B) not less than seventy-five dollars (\$75); ~~and~~
2 (4) with respect to occupational diseases occurring on and after
3 July 1, 2000, **and before July 1, 2001:**
4 (A) not more than seven hundred sixty-two dollars (\$762); and
5 (B) not less than seventy-five dollars (\$75);
6 **(5) with respect to occupational diseases occurring on and**
7 **after July 1, 2001, and before July 1, 2002:**
8 (A) **not more than seven hundred ninety-two dollars**
9 **(\$792); and**
10 **(B) not less than seventy-five dollars (\$75);**
11 **(6) with respect to occupational diseases occurring on and**
12 **after July 1, 2002, and before July 1, 2003:**
13 (A) **not more than eight hundred twenty-two dollars**
14 **(\$822); and**
15 **(B) not less than seventy-five dollars (\$75);**
16 **(7) with respect to occupational diseases occurring on and**
17 **after July 1, 2003, and before July 1, 2004:**
18 (A) **not more than eight hundred fifty-two dollars (\$852);**
19 **and**
20 **(B) not less than seventy-five dollars (\$75); and**
21 **(8) with respect to occupational diseases occurring on and**
22 **after July 1, 2004:**
23 (A) **not more than eight hundred eighty-two dollars (\$882);**
24 **and**
25 **(B) not less than seventy-five dollars (\$75).**
26 (l) The maximum compensation that shall be paid for occupational
27 disease and its results under any one (1) or more provisions of this
28 chapter with respect to disability or death occurring:
29 (1) on and after July 1, 1974, and before July 1, 1976, shall not
30 exceed forty-five thousand dollars (\$45,000) in any case;
31 (2) on and after July 1, 1976, and before July 1, 1977, shall not
32 exceed fifty-two thousand dollars (\$52,000) in any case;
33 (3) on and after July 1, 1977, and before July 1, 1979, may not
34 exceed sixty thousand dollars (\$60,000) in any case;
35 (4) on and after July 1, 1979, and before July 1, 1980, may not
36 exceed sixty-five thousand dollars (\$65,000) in any case;
37 (5) on and after July 1, 1980, and before July 1, 1983, may not
38 exceed seventy thousand dollars (\$70,000) in any case;
39 (6) on and after July 1, 1983, and before July 1, 1984, may not
40 exceed seventy-eight thousand dollars (\$78,000) in any case; and
41 (7) on and after July 1, 1984, and before July 1, 1985, may not
42 exceed eighty-three thousand dollars (\$83,000) in any case.
43 (m) The maximum compensation with respect to disability or death
44 occurring on and after July 1, 1985, and before July 1, 1986, which
45 shall be paid for occupational disease and the results thereof under the
46 provisions of this chapter or under any combination of its provisions
47 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
48 The maximum compensation with respect to disability or death
49 occurring on and after July 1, 1986, and before July 1, 1988, which
50 shall be paid for occupational disease and the results thereof under the
51 provisions of this chapter or under any combination of its provisions
52 may not exceed ninety-five thousand dollars (\$95,000) in any case. The

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

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

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

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

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

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

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

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

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

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

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

52 (4) With respect to disability or death occurring on and after July

- 1 1, 2000, and before July 1, 2001, two hundred fifty-four
2 thousand dollars (\$254,000).
3 **(5) With respect to disability or death occurring on and after**
4 **July 1, 2001, and before July 1, 2002, two hundred sixty-four**
5 **dollars (\$264).**
6 **(5) With respect to disability or death occurring on and after**
7 **July 1, 2002, and before July 1, 2003, two hundred seventy-**
8 **four dollars (\$274).**
9 **(6) With respect to disability or death occurring on and after**
10 **July 1, 2003, and before July 1, 2004, two hundred eighty-four**
11 **dollars (\$284).**
12 **(7) With respect to disability or death occurring on and after**
13 **July 1, 2004, two hundred ninety-four dollars.**

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

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

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

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

(Reference is to SB 52 as introduced.)

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

GARTON Chairperson