



Sen. John G. Mulroe

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LRB098 07552 DRJ 45458 a

1 AMENDMENT TO HOUSE BILL 3390

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 3390 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Workers' Compensation Act is amended by  
5 changing Sections 5, 8, 8.1b, 9, 14, 15a, 16a, 19, 19a, and 20  
6 as follows:

7 (820 ILCS 305/5) (from Ch. 48, par. 138.5)

8 (Text of Section WITHOUT the changes made by P.A. 89-7,  
9 which has been held unconstitutional)

10 Sec. 5. (a) No common law or statutory right to recover  
11 damages from the employer, his insurer, his broker, any service  
12 organization that is wholly owned ~~retained~~ by the employer, his  
13 insurer or his broker and that provides ~~to provide~~ safety  
14 service, advice or recommendations for the employer or the  
15 agents or employees of any of them for injury or death  
16 sustained by any employee while engaged in the line of his duty

1 as such employee, other than the compensation herein provided,  
2 is available to any employee who is covered by the provisions  
3 of this Act, to any one wholly or partially dependent upon him,  
4 the legal representatives of his estate, or any one otherwise  
5 entitled to recover damages for such injury.

6 However, in any action now pending or hereafter begun to  
7 enforce a common law or statutory right to recover damages for  
8 negligently causing the injury or death of any employee it is  
9 not necessary to allege in the complaint that either the  
10 employee or the employer or both were not governed by the  
11 provisions of this Act or of any similar Act in force in this  
12 or any other State.

13 Any illegally employed minor or his legal representatives  
14 shall, except as hereinafter provided, have the right within 6  
15 months after the time of injury or death, or within 6 months  
16 after the appointment of a legal representative, whichever  
17 shall be later, to file with the Commission a rejection of his  
18 right to the benefits under this Act, in which case such  
19 illegally employed minor or his legal representatives shall  
20 have the right to pursue his or their common law or statutory  
21 remedies to recover damages for such injury or death.

22 No payment of compensation under this Act shall be made to  
23 an illegally employed minor, or his legal representatives,  
24 unless such payment and the waiver of his right to reject the  
25 benefits of this Act has first been approved by the Commission  
26 or any member thereof, and if such payment and the waiver of

1 his right of rejection has been so approved such payment is a  
2 bar to a subsequent rejection of the provisions of this Act.

3 (b) Where the injury or death for which compensation is  
4 payable under this Act was caused under circumstances creating  
5 a legal liability for damages on the part of some person other  
6 than his employer to pay damages, then legal proceedings may be  
7 taken against such other person to recover damages  
8 notwithstanding such employer's payment of or liability to pay  
9 compensation under this Act. In such case, however, if the  
10 action against such other person is brought by the injured  
11 employee or his personal representative and judgment is  
12 obtained and paid, or settlement is made with such other  
13 person, either with or without suit, then from the amount  
14 received by such employee or personal representative there  
15 shall be paid to the employer the amount of compensation paid  
16 or to be paid by him to such employee or personal  
17 representative including amounts paid or to be paid pursuant to  
18 paragraph (a) of Section 8 of this Act.

19 Out of any reimbursement received by the employer pursuant  
20 to this Section the employer shall pay his pro rata share of  
21 all costs and reasonably necessary expenses in connection with  
22 such third-party claim, action or suit and where the services  
23 of an attorney at law of the employee or dependents have  
24 resulted in or substantially contributed to the procurement by  
25 suit, settlement or otherwise of the proceeds out of which the  
26 employer is reimbursed, then, in the absence of other

1 agreement, the employer shall pay such attorney 25% of the  
2 gross amount of such reimbursement.

3 If the injured employee or his personal representative  
4 agrees to receive compensation from the employer or accept from  
5 the employer any payment on account of such compensation, or to  
6 institute proceedings to recover the same, the employer may  
7 have or claim a lien upon any award, judgment or fund out of  
8 which such employee might be compensated from such third party.

9 In such actions brought by the employee or his personal  
10 representative, he shall forthwith notify his employer by  
11 personal service or registered mail, of such fact and of the  
12 name of the court in which the suit is brought, filing proof  
13 thereof in the action. The employer may, at any time thereafter  
14 join in the action upon his motion so that all orders of court  
15 after hearing and judgment shall be made for his protection. No  
16 release or settlement of claim for damages by reason of such  
17 injury or death, and no satisfaction of judgment in such  
18 proceedings shall be valid without the written consent of both  
19 employer and employee or his personal representative, except in  
20 the case of the employers, such consent is not required where  
21 the employer has been fully indemnified or protected by Court  
22 order.

23 In the event the employee or his personal representative  
24 fails to institute a proceeding against such third person at  
25 any time prior to 3 months before such action would be barred,  
26 the employer may in his own name or in the name of the

1 employee, or his personal representative, commence a  
2 proceeding against such other person for the recovery of  
3 damages on account of such injury or death to the employee, and  
4 out of any amount recovered the employer shall pay over to the  
5 injured employee or his personal representatives all sums  
6 collected from such other person by judgment or otherwise in  
7 excess of the amount of such compensation paid or to be paid  
8 under this Act, including amounts paid or to be paid pursuant  
9 to paragraph (a) of Section 8 of this Act, and costs,  
10 attorney's fees and reasonable expenses as may be incurred by  
11 such employer in making such collection or in enforcing such  
12 liability.

13 (Source: P.A. 79-79.)

14 (820 ILCS 305/8) (from Ch. 48, par. 138.8)

15 Sec. 8. The amount of compensation which shall be paid to  
16 the employee for an accidental injury not resulting in death  
17 is:

18 (a) The employer shall provide and pay the negotiated rate,  
19 if applicable, or the lesser of the health care provider's  
20 actual charges or according to a fee schedule, subject to  
21 Section 8.2, in effect at the time the service was rendered for  
22 all the necessary first aid, medical and surgical services, and  
23 all necessary medical, surgical and hospital services  
24 thereafter incurred, limited, however, to that which is  
25 reasonably required to cure or relieve from the effects of the

1 accidental injury, even if a health care provider sells,  
2 transfers, or otherwise assigns an account receivable for  
3 procedures, treatments, or services covered under this Act. If  
4 the employer does not dispute payment of first aid, medical,  
5 surgical, and hospital services, the employer shall make such  
6 payment to the provider on behalf of the employee. The employer  
7 shall also pay for treatment, instruction and training  
8 necessary for the physical, mental and vocational  
9 rehabilitation of the employee, including all maintenance  
10 costs and expenses incidental thereto. If as a result of the  
11 injury the employee is unable to be self-sufficient the  
12 employer shall further pay for such maintenance or  
13 institutional care as shall be required.

14 The employee may at any time elect to secure his own  
15 physician, surgeon and hospital services at the employer's  
16 expense, or,

17 Upon agreement between the employer and the employees, or  
18 the employees' exclusive representative, and subject to the  
19 approval of the Illinois Workers' Compensation Commission, the  
20 employer shall maintain a list of physicians, to be known as a  
21 Panel of Physicians, who are accessible to the employees. The  
22 employer shall post this list in a place or places easily  
23 accessible to his employees. The employee shall have the right  
24 to make an alternative choice of physician from such Panel if  
25 he is not satisfied with the physician first selected. If, due  
26 to the nature of the injury or its occurrence away from the

1 employer's place of business, the employee is unable to make a  
2 selection from the Panel, the selection process from the Panel  
3 shall not apply. The physician selected from the Panel may  
4 arrange for any consultation, referral or other specialized  
5 medical services outside the Panel at the employer's expense.  
6 Provided that, in the event the Commission shall find that a  
7 doctor selected by the employee is rendering improper or  
8 inadequate care, the Commission may order the employee to  
9 select another doctor certified or qualified in the medical  
10 field for which treatment is required. If the employee refuses  
11 to make such change the Commission may relieve the employer of  
12 his obligation to pay the doctor's charges from the date of  
13 refusal to the date of compliance.

14 Any vocational rehabilitation counselors who provide  
15 service under this Act shall have appropriate certifications  
16 which designate the counselor as qualified to render opinions  
17 relating to vocational rehabilitation. Vocational  
18 rehabilitation may include, but is not limited to, counseling  
19 for job searches, supervising a job search program, and  
20 vocational retraining including education at an accredited  
21 learning institution. The employee or employer may petition to  
22 the Commission to decide disputes relating to vocational  
23 rehabilitation and the Commission shall resolve any such  
24 dispute, including payment of the vocational rehabilitation  
25 program by the employer.

26 The maintenance benefit shall not be less than the

1 temporary total disability rate determined for the employee. In  
2 addition, maintenance shall include costs and expenses  
3 incidental to the vocational rehabilitation program.

4 When the employee is working light duty on a part-time  
5 basis or full-time basis and earns less than he or she would be  
6 earning if employed in the full capacity of the job or jobs,  
7 then the employee shall be entitled to temporary partial  
8 disability benefits. Temporary partial disability benefits  
9 shall be equal to two-thirds of the difference between the  
10 average amount that the employee would be able to earn in the  
11 full performance of his or her duties in the occupation in  
12 which he or she was engaged at the time of accident and the  
13 gross amount which he or she is earning in the modified job  
14 provided to the employee by the employer or in any other job  
15 that the employee is working.

16 Every hospital, physician, surgeon or other person  
17 rendering treatment or services in accordance with the  
18 provisions of this Section shall upon written request furnish  
19 full and complete reports thereof to, and permit their records  
20 to be copied by, the employer, the employee or his dependents,  
21 as the case may be, or any other party to any proceeding for  
22 compensation before the Commission, or their attorneys.

23 Notwithstanding the foregoing, the employer's liability to  
24 pay for such medical services selected by the employee shall be  
25 limited to:

- 26 (1) all first aid and emergency treatment; plus



1           (2) all medical, surgical and hospital services  
2 provided by the physician, surgeon or hospital initially  
3 chosen by the employee or by any other physician,  
4 consultant, expert, institution or other provider of  
5 services recommended by said initial service provider or  
6 any subsequent provider of medical services in the chain of  
7 referrals from said initial service provider; plus

8           (3) all medical, surgical and hospital services  
9 provided by any second physician, surgeon or hospital  
10 subsequently chosen by the employee or by any other  
11 physician, consultant, expert, institution or other  
12 provider of services recommended by said second service  
13 provider or any subsequent provider of medical services in  
14 the chain of referrals from said second service provider.  
15 Thereafter the employer shall select and pay for all  
16 necessary medical, surgical and hospital treatment and the  
17 employee may not select a provider of medical services at  
18 the employer's expense unless the employer agrees to such  
19 selection. At any time the employee may obtain any medical  
20 treatment he desires at his own expense. This paragraph  
21 shall not affect the duty to pay for rehabilitation  
22 referred to above.

23           (4) The following shall apply for injuries occurring on  
24 or after June 28, 2011 (the effective date of Public Act  
25 97-18) and only when an employer has an approved preferred  
26 provider program pursuant to Section 8.1a on the date the

1 employee sustained his or her accidental injuries:

2 (A) The employer shall, in writing, on a form  
3 promulgated by the Commission, inform the employee of  
4 the preferred provider program;

5 (B) Subsequent to the report of an injury by an  
6 employee, the employee may choose in writing at any  
7 time to decline the preferred provider program, in  
8 which case that would constitute one of the two choices  
9 of medical providers to which the employee is entitled  
10 under subsection (a) (2) or (a) (3); and

11 (C) Prior to the report of an injury by an  
12 employee, when an employee chooses non-emergency  
13 treatment from a provider not within the preferred  
14 provider program, that would constitute the employee's  
15 one choice of medical providers to which the employee  
16 is entitled under subsection (a) (2) or (a) (3).

17 When an employer and employee so agree in writing, nothing  
18 in this Act prevents an employee whose injury or disability has  
19 been established under this Act, from relying in good faith, on  
20 treatment by prayer or spiritual means alone, in accordance  
21 with the tenets and practice of a recognized church or  
22 religious denomination, by a duly accredited practitioner  
23 thereof, and having nursing services appropriate therewith,  
24 without suffering loss or diminution of the compensation  
25 benefits under this Act. However, the employee shall submit to  
26 all physical examinations required by this Act. The cost of

1 such treatment and nursing care shall be paid by the employee  
2 unless the employer agrees to make such payment.

3 Where the accidental injury results in the amputation of an  
4 arm, hand, leg or foot, or the enucleation of an eye, or the  
5 loss of any of the natural teeth, the employer shall furnish an  
6 artificial of any such members lost or damaged in accidental  
7 injury arising out of and in the course of employment, and  
8 shall also furnish the necessary braces in all proper and  
9 necessary cases. In cases of the loss of a member or members by  
10 amputation, the employer shall, whenever necessary, maintain  
11 in good repair, refit or replace the artificial limbs during  
12 the lifetime of the employee. Where the accidental injury  
13 accompanied by physical injury results in damage to a denture,  
14 eye glasses or contact eye lenses, or where the accidental  
15 injury results in damage to an artificial member, the employer  
16 shall replace or repair such denture, glasses, lenses, or  
17 artificial member.

18 The furnishing by the employer of any such services or  
19 appliances is not an admission of liability on the part of the  
20 employer to pay compensation.

21 The furnishing of any such services or appliances or the  
22 servicing thereof by the employer is not the payment of  
23 compensation.

24 (b) If the period of temporary total incapacity for work  
25 lasts more than 3 working days, weekly compensation as  
26 hereinafter provided shall be paid beginning on the 4th day of

1 such temporary total incapacity and continuing as long as the  
2 total temporary incapacity lasts. In cases where the temporary  
3 total incapacity for work continues for a period of 14 days or  
4 more from the day of the accident compensation shall commence  
5 on the day after the accident.

6 1. The compensation rate for temporary total  
7 incapacity under this paragraph (b) of this Section shall  
8 be equal to 66 2/3% of the employee's average weekly wage  
9 computed in accordance with Section 10, provided that it  
10 shall be not less than 66 2/3% of the sum of the Federal  
11 minimum wage under the Fair Labor Standards Act, or the  
12 Illinois minimum wage under the Minimum Wage Law, whichever  
13 is more, multiplied by 40 hours. This percentage rate shall  
14 be increased by 10% for each spouse and child, not to  
15 exceed 100% of the total minimum wage calculation,  
16 nor exceed the employee's average weekly wage computed in  
17 accordance with the provisions of Section 10, whichever is  
18 less.

19 2. The compensation rate in all cases other than for  
20 temporary total disability under this paragraph (b), and  
21 other than for serious and permanent disfigurement under  
22 paragraph (c) and other than for permanent partial  
23 disability under subparagraph (2) of paragraph (d) or under  
24 paragraph (e), of this Section shall be equal to 66 2/3% of  
25 the employee's average weekly wage computed in accordance  
26 with the provisions of Section 10, provided that it shall

1 be not less than 66 2/3% of the sum of the Federal minimum  
2 wage under the Fair Labor Standards Act, or the Illinois  
3 minimum wage under the Minimum Wage Law, whichever is more,  
4 multiplied by 40 hours. This percentage rate shall be  
5 increased by 10% for each spouse and child, not to exceed  
6 100% of the total minimum wage calculation,  
7 nor exceed the employee's average weekly wage computed in  
8 accordance with the provisions of Section 10, whichever is  
9 less.

10 2.1. The compensation rate in all cases of serious and  
11 permanent disfigurement under paragraph (c) and of  
12 permanent partial disability under subparagraph (2) of  
13 paragraph (d) or under paragraph (e) of this Section shall  
14 be equal to 60% of the employee's average weekly wage  
15 computed in accordance with the provisions of Section 10,  
16 provided that it shall be not less than 66 2/3% of the sum  
17 of the Federal minimum wage under the Fair Labor Standards  
18 Act, or the Illinois minimum wage under the Minimum Wage  
19 Law, whichever is more, multiplied by 40 hours. This  
20 percentage rate shall be increased by 10% for each spouse  
21 and child, not to exceed 100% of the total minimum wage  
22 calculation,  
23 nor exceed the employee's average weekly wage computed in  
24 accordance with the provisions of Section 10, whichever is  
25 less.

26 3. As used in this Section the term "child" means a

1 child of the employee including any child legally adopted  
2 before the accident or whom at the time of the accident the  
3 employee was under legal obligation to support or to whom  
4 the employee stood in loco parentis, and who at the time of  
5 the accident was under 18 years of age and not emancipated.  
6 The term "children" means the plural of "child".

7 4. All weekly compensation rates provided under  
8 subparagraphs 1, 2 and 2.1 of this paragraph (b) of this  
9 Section shall be subject to the following limitations:

10 The maximum weekly compensation rate from July 1, 1975,  
11 except as hereinafter provided, shall be 100% of the  
12 State's average weekly wage in covered industries under the  
13 Unemployment Insurance Act, that being the wage that most  
14 closely approximates the State's average weekly wage.

15 The maximum weekly compensation rate, for the period  
16 July 1, 1984, through June 30, 1987, except as hereinafter  
17 provided, shall be \$293.61. Effective July 1, 1987 and on  
18 July 1 of each year thereafter the maximum weekly  
19 compensation rate, except as hereinafter provided, shall  
20 be determined as follows: if during the preceding 12 month  
21 period there shall have been an increase in the State's  
22 average weekly wage in covered industries under the  
23 Unemployment Insurance Act, the weekly compensation rate  
24 shall be proportionately increased by the same percentage  
25 as the percentage of increase in the State's average weekly  
26 wage in covered industries under the Unemployment

1 Insurance Act during such period.

2 The maximum weekly compensation rate, for the period  
3 January 1, 1981 through December 31, 1983, except as  
4 hereinafter provided, shall be 100% of the State's average  
5 weekly wage in covered industries under the Unemployment  
6 Insurance Act in effect on January 1, 1981. Effective  
7 January 1, 1984 and on January 1, of each year thereafter  
8 the maximum weekly compensation rate, except as  
9 hereinafter provided, shall be determined as follows: if  
10 during the preceding 12 month period there shall have been  
11 an increase in the State's average weekly wage in covered  
12 industries under the Unemployment Insurance Act, the  
13 weekly compensation rate shall be proportionately  
14 increased by the same percentage as the percentage of  
15 increase in the State's average weekly wage in covered  
16 industries under the Unemployment Insurance Act during  
17 such period.

18 From July 1, 1977 and thereafter such maximum weekly  
19 compensation rate in death cases under Section 7, and  
20 permanent total disability cases under paragraph (f) or  
21 subparagraph 18 of paragraph (3) of this Section and for  
22 temporary total disability under paragraph (b) of this  
23 Section and for amputation of a member or enucleation of an  
24 eye under paragraph (e) of this Section shall be increased  
25 to 133-1/3% of the State's average weekly wage in covered  
26 industries under the Unemployment Insurance Act.

1           For injuries occurring on or after February 1, 2006,  
2           the maximum weekly benefit under paragraph (d)1 of this  
3           Section shall be 100% of the State's average weekly wage in  
4           covered industries under the Unemployment Insurance Act.

5           4.1. Any provision herein to the contrary  
6           notwithstanding, the weekly compensation rate for  
7           compensation payments under subparagraph 18 of paragraph  
8           (e) of this Section and under paragraph (f) of this Section  
9           and under paragraph (a) of Section 7 and for amputation of  
10          a member or enucleation of an eye under paragraph (e) of  
11          this Section, shall in no event be less than 50% of the  
12          State's average weekly wage in covered industries under the  
13          Unemployment Insurance Act.

14          4.2. Any provision to the contrary notwithstanding,  
15          the total compensation payable under Section 7 shall not  
16          exceed the greater of \$500,000 or 25 years.

17          5. For the purpose of this Section this State's average  
18          weekly wage in covered industries under the Unemployment  
19          Insurance Act on July 1, 1975 is hereby fixed at \$228.16  
20          per week and the computation of compensation rates shall be  
21          based on the aforesaid average weekly wage until modified  
22          as hereinafter provided.

23          6. The Department of Employment Security of the State  
24          shall on or before the first day of December, 1977, and on  
25          or before the first day of June, 1978, and on the first day  
26          of each December and June of each year thereafter, publish



1 the State's average weekly wage in covered industries under  
2 the Unemployment Insurance Act and the Illinois Workers'  
3 Compensation Commission shall on the 15th day of January,  
4 1978 and on the 15th day of July, 1978 and on the 15th day  
5 of each January and July of each year thereafter, post and  
6 publish the State's average weekly wage in covered  
7 industries under the Unemployment Insurance Act as last  
8 determined and published by the Department of Employment  
9 Security. The amount when so posted and published shall be  
10 conclusive and shall be applicable as the basis of  
11 computation of compensation rates until the next posting  
12 and publication as aforesaid.

13 7. The payment of compensation by an employer or his  
14 insurance carrier to an injured employee shall not  
15 constitute an admission of the employer's liability to pay  
16 compensation.

17 (c) For any serious and permanent disfigurement to the  
18 hand, head, face, neck, arm, leg below the knee or the chest  
19 above the axillary line, the employee is entitled to  
20 compensation for such disfigurement, the amount determined by  
21 agreement at any time or by arbitration under this Act, at a  
22 hearing not less than 6 months after the date of the accidental  
23 injury, which amount shall not exceed 150 weeks (if the  
24 accidental injury occurs on or after the effective date of this  
25 amendatory Act of the 94th General Assembly but before February  
26 1, 2006) or 162 weeks (if the accidental injury occurs on or

1 after February 1, 2006) at the applicable rate provided in  
2 subparagraph 2.1 of paragraph (b) of this Section.

3 No compensation is payable under this paragraph where  
4 compensation is payable under paragraphs (d), (e) or (f) of  
5 this Section.

6 A duly appointed member of a fire department in a city, the  
7 population of which exceeds 500,000 according to the last  
8 federal or State census, is eligible for compensation under  
9 this paragraph only where such serious and permanent  
10 disfigurement results from burns.

11 (d) 1. If, after the accidental injury has been sustained,  
12 the employee as a result thereof becomes partially  
13 incapacitated from pursuing his usual and customary line of  
14 employment, he shall, except in cases compensated under the  
15 specific schedule set forth in paragraph (e) of this Section,  
16 receive compensation for the duration of his disability,  
17 subject to the limitations as to maximum amounts fixed in  
18 paragraph (b) of this Section, equal to 66-2/3% of the  
19 difference between the average amount which he would be able to  
20 earn in the full performance of his duties in the occupation in  
21 which he was engaged at the time of the accident and the  
22 average amount which he is earning or is able to earn in some  
23 suitable employment or business after the accident. For  
24 accidental injuries that occur on or after September 1, 2011,  
25 an award for wage differential under this subsection shall be  
26 effective only until the employee reaches the age of 67 or 5

1 years from the date the award becomes final, whichever is  
2 later.

3 2. If, as a result of the accident, the employee sustains  
4 serious and permanent injuries not covered by paragraphs (c)  
5 and (e) of this Section or having sustained injuries covered by  
6 the aforesaid paragraphs (c) and (e), he shall have sustained  
7 in addition thereto other injuries which injuries do not  
8 incapacitate him from pursuing the duties of his employment but  
9 which would disable him from pursuing other suitable  
10 occupations, or which have otherwise resulted in physical  
11 impairment; or if such injuries partially incapacitate him from  
12 pursuing the duties of his usual and customary line of  
13 employment but do not result in an impairment of earning  
14 capacity, or having resulted in an impairment of earning  
15 capacity, the employee elects to waive his right to recover  
16 under the foregoing subparagraph 1 of paragraph (d) of this  
17 Section then in any of the foregoing events, he shall receive  
18 in addition to compensation for temporary total disability  
19 under paragraph (b) of this Section, compensation at the rate  
20 provided in subparagraph 2.1 of paragraph (b) of this Section  
21 for that percentage of 500 weeks that the partial disability  
22 resulting from the injuries covered by this paragraph bears to  
23 total disability. If the employee shall have sustained a  
24 fracture of one or more vertebra or fracture of the skull, the  
25 amount of compensation allowed under this Section shall be not  
26 less than 6 weeks for a fractured skull and 6 weeks for each

1 fractured vertebra, and in the event the employee shall have  
2 sustained a fracture of any of the following facial bones:  
3 nasal, lachrymal, vomer, zygoma, maxilla, palatine or  
4 mandible, the amount of compensation allowed under this Section  
5 shall be not less than 2 weeks for each such fractured bone,  
6 and for a fracture of each transverse process not less than 3  
7 weeks. In the event such injuries shall result in the loss of a  
8 kidney, spleen or lung, the amount of compensation allowed  
9 under this Section shall be not less than 10 weeks for each  
10 such organ. Compensation awarded under this subparagraph 2  
11 shall not take into consideration injuries covered under  
12 paragraphs (c) and (e) of this Section and the compensation  
13 provided in this paragraph shall not affect the employee's  
14 right to compensation payable under paragraphs (b), (c) and (e)  
15 of this Section for the disabilities therein covered.

16 (e) For accidental injuries in the following schedule, the  
17 employee shall receive compensation for the period of temporary  
18 total incapacity for work resulting from such accidental  
19 injury, under subparagraph 1 of paragraph (b) of this Section,  
20 and shall receive in addition thereto compensation for a  
21 further period for the specific loss herein mentioned, but  
22 shall not receive any compensation under any other provisions  
23 of this Act. The following listed amounts apply to either the  
24 loss of or the permanent and complete loss of use of the member  
25 specified, such compensation for the length of time as follows:

26 1. Thumb-

1           70 weeks if the accidental injury occurs on or  
2 after the effective date of this amendatory Act of the  
3 94th General Assembly but before February 1, 2006.

4           76 weeks if the accidental injury occurs on or  
5 after February 1, 2006.

6 2. First, or index finger-

7           40 weeks if the accidental injury occurs on or  
8 after the effective date of this amendatory Act of the  
9 94th General Assembly but before February 1, 2006.

10          43 weeks if the accidental injury occurs on or  
11 after February 1, 2006.

12 3. Second, or middle finger-

13          35 weeks if the accidental injury occurs on or  
14 after the effective date of this amendatory Act of the  
15 94th General Assembly but before February 1, 2006.

16          38 weeks if the accidental injury occurs on or  
17 after February 1, 2006.

18 4. Third, or ring finger-

19          25 weeks if the accidental injury occurs on or  
20 after the effective date of this amendatory Act of the  
21 94th General Assembly but before February 1, 2006.

22          27 weeks if the accidental injury occurs on or  
23 after February 1, 2006.

24 5. Fourth, or little finger-

25          20 weeks if the accidental injury occurs on or  
26 after the effective date of this amendatory Act of the

1 94th General Assembly but before February 1, 2006.

2 22 weeks if the accidental injury occurs on or  
3 after February 1, 2006.

4 6. Great toe-

5 35 weeks if the accidental injury occurs on or  
6 after the effective date of this amendatory Act of the  
7 94th General Assembly but before February 1, 2006.

8 38 weeks if the accidental injury occurs on or  
9 after February 1, 2006.

10 7. Each toe other than great toe-

11 12 weeks if the accidental injury occurs on or  
12 after the effective date of this amendatory Act of the  
13 94th General Assembly but before February 1, 2006.

14 13 weeks if the accidental injury occurs on or  
15 after February 1, 2006.

16 8. The loss of the first or distal phalanx of the thumb  
17 or of any finger or toe shall be considered to be equal to  
18 the loss of one-half of such thumb, finger or toe and the  
19 compensation payable shall be one-half of the amount above  
20 specified. The loss of more than one phalanx shall be  
21 considered as the loss of the entire thumb, finger or toe.  
22 In no case shall the amount received for more than one  
23 finger exceed the amount provided in this schedule for the  
24 loss of a hand.

25 9. Hand-

26 190 weeks if the accidental injury occurs on or

1 after the effective date of this amendatory Act of the  
2 94th General Assembly but before February 1, 2006.

3 205 weeks if the accidental injury occurs on or  
4 after February 1, 2006.

5 190 weeks if the accidental injury occurs on or  
6 after June 28, 2011 (the effective date of Public Act  
7 97-18) and if the accidental injury involves carpal  
8 tunnel syndrome due to repetitive or cumulative  
9 trauma, in which case the permanent partial disability  
10 shall not exceed 15% loss of use of the hand, except  
11 for cause shown by clear and convincing evidence and in  
12 which case the award shall not exceed 30% loss of use  
13 of the hand.

14 The loss of 2 or more digits, or one or more phalanges  
15 of 2 or more digits, of a hand may be compensated on the  
16 basis of partial loss of use of a hand, provided, further,  
17 that the loss of 4 digits, or the loss of use of 4 digits,  
18 in the same hand shall constitute the complete loss of a  
19 hand.

20 10. Arm-

21 235 weeks if the accidental injury occurs on or  
22 after the effective date of this amendatory Act of the  
23 94th General Assembly but before February 1, 2006.

24 253 weeks if the accidental injury occurs on or  
25 after February 1, 2006.

26 Where an accidental injury results in the amputation of

1 an arm below the elbow, such injury shall be compensated as  
2 a loss of an arm. Where an accidental injury results in the  
3 amputation of an arm above the elbow, compensation for an  
4 additional 15 weeks (if the accidental injury occurs on or  
5 after the effective date of this amendatory Act of the 94th  
6 General Assembly but before February 1, 2006) or an  
7 additional 17 weeks (if the accidental injury occurs on or  
8 after February 1, 2006) shall be paid, except where the  
9 accidental injury results in the amputation of an arm at  
10 the shoulder joint, or so close to shoulder joint that an  
11 artificial arm cannot be used, or results in the  
12 disarticulation of an arm at the shoulder joint, in which  
13 case compensation for an additional 65 weeks (if the  
14 accidental injury occurs on or after the effective date of  
15 this amendatory Act of the 94th General Assembly but before  
16 February 1, 2006) or an additional 70 weeks (if the  
17 accidental injury occurs on or after February 1, 2006)  
18 shall be paid. For purposes of awards under this  
19 subdivision (e), injuries to the shoulder shall be  
20 considered to be injuries to part of the arm. This  
21 amendatory Act of the 98th General Assembly is declarative  
22 of existing law and is not a new enactment.

23 11. Foot-

24 155 weeks if the accidental injury occurs on or  
25 after the effective date of this amendatory Act of the  
26 94th General Assembly but before February 1, 2006.



1           167 weeks if the accidental injury occurs on or  
2           after February 1, 2006.

3           12. Leg-

4           200 weeks if the accidental injury occurs on or  
5           after the effective date of this amendatory Act of the  
6           94th General Assembly but before February 1, 2006.

7           215 weeks if the accidental injury occurs on or  
8           after February 1, 2006.

9           Where an accidental injury results in the amputation of  
10          a leg below the knee, such injury shall be compensated as  
11          loss of a leg. Where an accidental injury results in the  
12          amputation of a leg above the knee, compensation for an  
13          additional 25 weeks (if the accidental injury occurs on or  
14          after the effective date of this amendatory Act of the 94th  
15          General Assembly but before February 1, 2006) or an  
16          additional 27 weeks (if the accidental injury occurs on or  
17          after February 1, 2006) shall be paid, except where the  
18          accidental injury results in the amputation of a leg at the  
19          hip joint, or so close to the hip joint that an artificial  
20          leg cannot be used, or results in the disarticulation of a  
21          leg at the hip joint, in which case compensation for an  
22          additional 75 weeks (if the accidental injury occurs on or  
23          after the effective date of this amendatory Act of the 94th  
24          General Assembly but before February 1, 2006) or an  
25          additional 81 weeks (if the accidental injury occurs on or  
26          after February 1, 2006) shall be paid.

1           13. Eye-

2                   150 weeks if the accidental injury occurs on or  
3           after the effective date of this amendatory Act of the  
4           94th General Assembly but before February 1, 2006.

5                   162 weeks if the accidental injury occurs on or  
6           after February 1, 2006.

7           Where an accidental injury results in the enucleation  
8           of an eye, compensation for an additional 10 weeks (if the  
9           accidental injury occurs on or after the effective date of  
10          this amendatory Act of the 94th General Assembly but before  
11          February 1, 2006) or an additional 11 weeks (if the  
12          accidental injury occurs on or after February 1, 2006)  
13          shall be paid.

14           14. Loss of hearing of one ear-

15                   50 weeks if the accidental injury occurs on or  
16           after the effective date of this amendatory Act of the  
17           94th General Assembly but before February 1, 2006.

18                   54 weeks if the accidental injury occurs on or  
19           after February 1, 2006.

20          Total and permanent loss of hearing of both ears-

21                   200 weeks if the accidental injury occurs on or  
22           after the effective date of this amendatory Act of the  
23           94th General Assembly but before February 1, 2006.

24                   215 weeks if the accidental injury occurs on or  
25           after February 1, 2006.

26           15. Testicle-

1           50 weeks if the accidental injury occurs on or  
2 after the effective date of this amendatory Act of the  
3 94th General Assembly but before February 1, 2006.

4           54 weeks if the accidental injury occurs on or  
5 after February 1, 2006.

6 Both testicles-

7           150 weeks if the accidental injury occurs on or  
8 after the effective date of this amendatory Act of the  
9 94th General Assembly but before February 1, 2006.

10           162 weeks if the accidental injury occurs on or  
11 after February 1, 2006.

12           16. For the permanent partial loss of use of a member  
13 or sight of an eye, or hearing of an ear, compensation  
14 during that proportion of the number of weeks in the  
15 foregoing schedule provided for the loss of such member or  
16 sight of an eye, or hearing of an ear, which the partial  
17 loss of use thereof bears to the total loss of use of such  
18 member, or sight of eye, or hearing of an ear.

19           (a) Loss of hearing for compensation purposes  
20 shall be confined to the frequencies of 1,000, 2,000  
21 and 3,000 cycles per second. Loss of hearing ability  
22 for frequency tones above 3,000 cycles per second are  
23 not to be considered as constituting disability for  
24 hearing.

25           (b) The percent of hearing loss, for purposes of  
26 the determination of compensation claims for

1 occupational deafness, shall be calculated as the  
2 average in decibels for the thresholds of hearing for  
3 the frequencies of 1,000, 2,000 and 3,000 cycles per  
4 second. Pure tone air conduction audiometric  
5 instruments, approved by nationally recognized  
6 authorities in this field, shall be used for measuring  
7 hearing loss. If the losses of hearing average 30  
8 decibels or less in the 3 frequencies, such losses of  
9 hearing shall not then constitute any compensable  
10 hearing disability. If the losses of hearing average 85  
11 decibels or more in the 3 frequencies, then the same  
12 shall constitute and be total or 100% compensable  
13 hearing loss.

14 (c) In measuring hearing impairment, the lowest  
15 measured losses in each of the 3 frequencies shall be  
16 added together and divided by 3 to determine the  
17 average decibel loss. For every decibel of loss  
18 exceeding 30 decibels an allowance of 1.82% shall be  
19 made up to the maximum of 100% which is reached at 85  
20 decibels.

21 (d) If a hearing loss is established to have  
22 existed on July 1, 1975 by audiometric testing the  
23 employer shall not be liable for the previous loss so  
24 established nor shall he be liable for any loss for  
25 which compensation has been paid or awarded.

26 (e) No consideration shall be given to the question

1 of whether or not the ability of an employee to  
2 understand speech is improved by the use of a hearing  
3 aid.

4 (f) No claim for loss of hearing due to industrial  
5 noise shall be brought against an employer or allowed  
6 unless the employee has been exposed for a period of  
7 time sufficient to cause permanent impairment to noise  
8 levels in excess of the following:

9 Sound Level DBA

10	Slow Response	Hours Per Day
11	90	8
12	92	6
13	95	4
14	97	3
15	100	2
16	102	1-1/2
17	105	1
18	110	1/2
19	115	1/4

20 This subparagraph (f) shall not be applied in cases of  
21 hearing loss resulting from trauma or explosion.

22 17. In computing the compensation to be paid to any  
23 employee who, before the accident for which he claims  
24 compensation, had before that time sustained an injury  
25 resulting in the loss by amputation or partial loss by  
26 amputation of any member, including hand, arm, thumb or

1 fingers, leg, foot or any toes, such loss or partial loss  
2 of any such member shall be deducted from any award made  
3 for the subsequent injury. For the permanent loss of use or  
4 the permanent partial loss of use of any such member or the  
5 partial loss of sight of an eye, for which compensation has  
6 been paid, then such loss shall be taken into consideration  
7 and deducted from any award for the subsequent injury.

8 18. The specific case of loss of both hands, both arms,  
9 or both feet, or both legs, or both eyes, or of any two  
10 thereof, or the permanent and complete loss of the use  
11 thereof, constitutes total and permanent disability, to be  
12 compensated according to the compensation fixed by  
13 paragraph (f) of this Section. These specific cases of  
14 total and permanent disability do not exclude other cases.

15 Any employee who has previously suffered the loss or  
16 permanent and complete loss of the use of any of such  
17 members, and in a subsequent independent accident loses  
18 another or suffers the permanent and complete loss of the  
19 use of any one of such members the employer for whom the  
20 injured employee is working at the time of the last  
21 independent accident is liable to pay compensation only for  
22 the loss or permanent and complete loss of the use of the  
23 member occasioned by the last independent accident.

24 19. In a case of specific loss and the subsequent death  
25 of such injured employee from other causes than such injury  
26 leaving a widow, widower, or dependents surviving before

1 payment or payment in full for such injury, then the amount  
2 due for such injury is payable to the widow or widower and,  
3 if there be no widow or widower, then to such dependents,  
4 in the proportion which such dependency bears to total  
5 dependency.

6 Beginning July 1, 1980, and every 6 months thereafter, the  
7 Commission shall examine the Second Injury Fund and when, after  
8 deducting all advances or loans made to such Fund, the amount  
9 therein is \$500,000 then the amount required to be paid by  
10 employers pursuant to paragraph (f) of Section 7 shall be  
11 reduced by one-half. When the Second Injury Fund reaches the  
12 sum of \$600,000 then the payments shall cease entirely.  
13 However, when the Second Injury Fund has been reduced to  
14 \$400,000, payment of one-half of the amounts required by  
15 paragraph (f) of Section 7 shall be resumed, in the manner  
16 herein provided, and when the Second Injury Fund has been  
17 reduced to \$300,000, payment of the full amounts required by  
18 paragraph (f) of Section 7 shall be resumed, in the manner  
19 herein provided. The Commission shall make the changes in  
20 payment effective by general order, and the changes in payment  
21 become immediately effective for all cases coming before the  
22 Commission thereafter either by settlement agreement or final  
23 order, irrespective of the date of the accidental injury.

24 On August 1, 1996 and on February 1 and August 1 of each  
25 subsequent year, the Commission shall examine the special fund  
26 designated as the "Rate Adjustment Fund" and when, after

1 deducting all advances or loans made to said fund, the amount  
2 therein is \$4,000,000, the amount required to be paid by  
3 employers pursuant to paragraph (f) of Section 7 shall be  
4 reduced by one-half. When the Rate Adjustment Fund reaches the  
5 sum of \$5,000,000 the payment therein shall cease entirely.  
6 However, when said Rate Adjustment Fund has been reduced to  
7 \$3,000,000 the amounts required by paragraph (f) of Section 7  
8 shall be resumed in the manner herein provided.

9 (f) In case of complete disability, which renders the  
10 employee wholly and permanently incapable of work, or in the  
11 specific case of total and permanent disability as provided in  
12 subparagraph 18 of paragraph (e) of this Section, compensation  
13 shall be payable at the rate provided in subparagraph 2 of  
14 paragraph (b) of this Section for life.

15 An employee entitled to benefits under paragraph (f) of  
16 this Section shall also be entitled to receive from the Rate  
17 Adjustment Fund provided in paragraph (f) of Section 7 of the  
18 supplementary benefits provided in paragraph (g) of this  
19 Section 8.

20 If any employee who receives an award under this paragraph  
21 afterwards returns to work or is able to do so, and earns or is  
22 able to earn as much as before the accident, payments under  
23 such award shall cease. If such employee returns to work, or is  
24 able to do so, and earns or is able to earn part but not as much  
25 as before the accident, such award shall be modified so as to  
26 conform to an award under paragraph (d) of this Section. If



1 such award is terminated or reduced under the provisions of  
2 this paragraph, such employees have the right at any time  
3 within 30 months after the date of such termination or  
4 reduction to file petition with the Commission for the purpose  
5 of determining whether any disability exists as a result of the  
6 original accidental injury and the extent thereof.

7 Disability as enumerated in subdivision 18, paragraph (e)  
8 of this Section is considered complete disability.

9 If an employee who had previously incurred loss or the  
10 permanent and complete loss of use of one member, through the  
11 loss or the permanent and complete loss of the use of one hand,  
12 one arm, one foot, one leg, or one eye, incurs permanent and  
13 complete disability through the loss or the permanent and  
14 complete loss of the use of another member, he shall receive,  
15 in addition to the compensation payable by the employer and  
16 after such payments have ceased, an amount from the Second  
17 Injury Fund provided for in paragraph (f) of Section 7, which,  
18 together with the compensation payable from the employer in  
19 whose employ he was when the last accidental injury was  
20 incurred, will equal the amount payable for permanent and  
21 complete disability as provided in this paragraph of this  
22 Section.

23 The custodian of the Second Injury Fund provided for in  
24 paragraph (f) of Section 7 shall be joined with the employer as  
25 a party respondent in the application for adjustment of claim.  
26 The application for adjustment of claim shall state briefly and

1 in general terms the approximate time and place and manner of  
2 the loss of the first member.

3 In its award the Commission or the Arbitrator shall  
4 specifically find the amount the injured employee shall be  
5 weekly paid, the number of weeks compensation which shall be  
6 paid by the employer, the date upon which payments begin out of  
7 the Second Injury Fund provided for in paragraph (f) of Section  
8 7 of this Act, the length of time the weekly payments continue,  
9 the date upon which the pension payments commence and the  
10 monthly amount of the payments. The Commission shall 30 days  
11 after the date upon which payments out of the Second Injury  
12 Fund have begun as provided in the award, and every month  
13 thereafter, prepare and submit to the State Comptroller a  
14 voucher for payment for all compensation accrued to that date  
15 at the rate fixed by the Commission. The State Comptroller  
16 shall draw a warrant to the injured employee along with a  
17 receipt to be executed by the injured employee and returned to  
18 the Commission. The endorsed warrant and receipt is a full and  
19 complete acquittance to the Commission for the payment out of  
20 the Second Injury Fund. No other appropriation or warrant is  
21 necessary for payment out of the Second Injury Fund. The Second  
22 Injury Fund is appropriated for the purpose of making payments  
23 according to the terms of the awards.

24 As of July 1, 1980 to July 1, 1982, all claims against and  
25 obligations of the Second Injury Fund shall become claims  
26 against and obligations of the Rate Adjustment Fund to the

1 extent there is insufficient money in the Second Injury Fund to  
2 pay such claims and obligations. In that case, all references  
3 to "Second Injury Fund" in this Section shall also include the  
4 Rate Adjustment Fund.

5 (g) Every award for permanent total disability entered by  
6 the Commission on and after July 1, 1965 under which  
7 compensation payments shall become due and payable after the  
8 effective date of this amendatory Act, and every award for  
9 death benefits or permanent total disability entered by the  
10 Commission on and after the effective date of this amendatory  
11 Act shall be subject to annual adjustments as to the amount of  
12 the compensation rate therein provided. Such adjustments shall  
13 first be made on July 15, 1977, and all awards made and entered  
14 prior to July 1, 1975 and on July 15 of each year thereafter.  
15 In all other cases such adjustment shall be made on July 15 of  
16 the second year next following the date of the entry of the  
17 award and shall further be made on July 15 annually thereafter.  
18 If during the intervening period from the date of the entry of  
19 the award, or the last periodic adjustment, there shall have  
20 been an increase in the State's average weekly wage in covered  
21 industries under the Unemployment Insurance Act, the weekly  
22 compensation rate shall be proportionately increased by the  
23 same percentage as the percentage of increase in the State's  
24 average weekly wage in covered industries under the  
25 Unemployment Insurance Act. The increase in the compensation  
26 rate under this paragraph shall in no event bring the total

1 compensation rate to an amount greater than the prevailing  
2 maximum rate at the time that the annual adjustment is made.  
3 Such increase shall be paid in the same manner as herein  
4 provided for payments under the Second Injury Fund to the  
5 injured employee, or his dependents, as the case may be, out of  
6 the Rate Adjustment Fund provided in paragraph (f) of Section 7  
7 of this Act. Payments shall be made at the same intervals as  
8 provided in the award or, at the option of the Commission, may  
9 be made in quarterly payment on the 15th day of January, April,  
10 July and October of each year. In the event of a decrease in  
11 such average weekly wage there shall be no change in the then  
12 existing compensation rate. The within paragraph shall not  
13 apply to cases where there is disputed liability and in which a  
14 compromise lump sum settlement between the employer and the  
15 injured employee, or his dependents, as the case may be, has  
16 been duly approved by the Illinois Workers' Compensation  
17 Commission.

18        Provided, that in cases of awards entered by the Commission  
19 for injuries occurring before July 1, 1975, the increases in  
20 the compensation rate adjusted under the foregoing provision of  
21 this paragraph (g) shall be limited to increases in the State's  
22 average weekly wage in covered industries under the  
23 Unemployment Insurance Act occurring after July 1, 1975.

24        For every accident occurring on or after July 20, 2005 but  
25 before the effective date of this amendatory Act of the 94th  
26 General Assembly (Senate Bill 1283 of the 94th General

1 Assembly), the annual adjustments to the compensation rate in  
2 awards for death benefits or permanent total disability, as  
3 provided in this Act, shall be paid by the employer. The  
4 adjustment shall be made by the employer on July 15 of the  
5 second year next following the date of the entry of the award  
6 and shall further be made on July 15 annually thereafter. If  
7 during the intervening period from the date of the entry of the  
8 award, or the last periodic adjustment, there shall have been  
9 an increase in the State's average weekly wage in covered  
10 industries under the Unemployment Insurance Act, the employer  
11 shall increase the weekly compensation rate proportionately by  
12 the same percentage as the percentage of increase in the  
13 State's average weekly wage in covered industries under the  
14 Unemployment Insurance Act. The increase in the compensation  
15 rate under this paragraph shall in no event bring the total  
16 compensation rate to an amount greater than the prevailing  
17 maximum rate at the time that the annual adjustment is made. In  
18 the event of a decrease in such average weekly wage there shall  
19 be no change in the then existing compensation rate. Such  
20 increase shall be paid by the employer in the same manner and  
21 at the same intervals as the payment of compensation in the  
22 award. This paragraph shall not apply to cases where there is  
23 disputed liability and in which a compromise lump sum  
24 settlement between the employer and the injured employee, or  
25 his or her dependents, as the case may be, has been duly  
26 approved by the Illinois Workers' Compensation Commission.

1           The annual adjustments for every award of death benefits or  
2 permanent total disability involving accidents occurring  
3 before July 20, 2005 and accidents occurring on or after the  
4 effective date of this amendatory Act of the 94th General  
5 Assembly (Senate Bill 1283 of the 94th General Assembly) shall  
6 continue to be paid from the Rate Adjustment Fund pursuant to  
7 this paragraph and Section 7(f) of this Act.

8           (h) In case death occurs from any cause before the total  
9 compensation to which the employee would have been entitled has  
10 been paid, then in case the employee leaves any widow, widower,  
11 child, parent (or any grandchild, grandparent or other lineal  
12 heir or any collateral heir dependent at the time of the  
13 accident upon the earnings of the employee to the extent of 50%  
14 or more of total dependency) such compensation shall be paid to  
15 the beneficiaries of the deceased employee and distributed as  
16 provided in paragraph (g) of Section 7.

17           (h-1) In case an injured employee is under legal disability  
18 at the time when any right or privilege accrues to him or her  
19 under this Act, a guardian may be appointed pursuant to law,  
20 and may, on behalf of such person under legal disability, claim  
21 and exercise any such right or privilege with the same effect  
22 as if the employee himself or herself had claimed or exercised  
23 the right or privilege. No limitations of time provided by this  
24 Act run so long as the employee who is under legal disability  
25 is without a conservator or guardian.

26           (i) In case the injured employee is under 16 years of age

1 at the time of the accident and is illegally employed, the  
2 amount of compensation payable under paragraphs (b), (c), (d),  
3 (e) and (f) of this Section is increased 50%.

4 However, where an employer has on file an employment  
5 certificate issued pursuant to the Child Labor Law or work  
6 permit issued pursuant to the Federal Fair Labor Standards Act,  
7 as amended, or a birth certificate properly and duly issued,  
8 such certificate, permit or birth certificate is conclusive  
9 evidence as to the age of the injured minor employee for the  
10 purposes of this Section.

11 Nothing herein contained repeals or amends the provisions  
12 of the Child Labor Law relating to the employment of minors  
13 under the age of 16 years.

14 (j) 1. In the event the injured employee receives benefits,  
15 including medical, surgical or hospital benefits under any  
16 group plan covering non-occupational disabilities contributed  
17 to wholly or partially by the employer, which benefits should  
18 not have been payable if any rights of recovery existed under  
19 this Act, then such amounts so paid to the employee from any  
20 such group plan as shall be consistent with, and limited to,  
21 the provisions of paragraph 2 hereof, shall be credited to or  
22 against any compensation payment for temporary total  
23 incapacity for work or any medical, surgical or hospital  
24 benefits made or to be made under this Act. In such event, the  
25 period of time for giving notice of accidental injury and  
26 filing application for adjustment of claim does not commence to

1 run until the termination of such payments. This paragraph does  
2 not apply to payments made under any group plan which would  
3 have been payable irrespective of an accidental injury under  
4 this Act. Any employer receiving such credit shall keep such  
5 employee safe and harmless from any and all claims or  
6 liabilities that may be made against him by reason of having  
7 received such payments only to the extent of such credit.

8 Any excess benefits paid to or on behalf of a State  
9 employee by the State Employees' Retirement System under  
10 Article 14 of the Illinois Pension Code on a death claim or  
11 disputed disability claim shall be credited against any  
12 payments made or to be made by the State of Illinois to or on  
13 behalf of such employee under this Act, except for payments for  
14 medical expenses which have already been incurred at the time  
15 of the award. The State of Illinois shall directly reimburse  
16 the State Employees' Retirement System to the extent of such  
17 credit.

18 2. Nothing contained in this Act shall be construed to give  
19 the employer or the insurance carrier the right to credit for  
20 any benefits or payments received by the employee other than  
21 compensation payments provided by this Act, and where the  
22 employee receives payments other than compensation payments,  
23 whether as full or partial salary, group insurance benefits,  
24 bonuses, annuities or any other payments, the employer or  
25 insurance carrier shall receive credit for each such payment  
26 only to the extent of the compensation that would have been



1 payable during the period covered by such payment.

2 3. The extension of time for the filing of an Application  
3 for Adjustment of Claim as provided in paragraph 1 above shall  
4 not apply to those cases where the time for such filing had  
5 expired prior to the date on which payments or benefits  
6 enumerated herein have been initiated or resumed. Provided  
7 however that this paragraph 3 shall apply only to cases wherein  
8 the payments or benefits hereinabove enumerated shall be  
9 received after July 1, 1969.

10 (Source: P.A. 97-18, eff. 6-28-11; 97-268, eff. 8-8-11; 97-813,  
11 eff. 7-13-12.)

12 (820 ILCS 305/8.1b)

13 Sec. 8.1b. Determination of permanent partial disability.  
14 For accidental injuries that occur on or after September 1,  
15 2011, permanent partial disability shall be established using  
16 the following criteria:

17 (a) A physician licensed to practice medicine in all of its  
18 branches preparing a permanent partial disability impairment  
19 report shall report the level of impairment in writing. The  
20 report shall include an evaluation of medically defined and  
21 professionally appropriate measurements of impairment that  
22 include, but are not limited to: loss of range of motion; loss  
23 of strength; measured atrophy of tissue mass consistent with  
24 the injury; and any other measurements that establish the  
25 nature and extent of the impairment. The most current edition

1 of the American Medical Association's "Guides to the Evaluation  
2 of Permanent Impairment" shall be used by the physician in  
3 determining the level of impairment.

4 (b) In determining the level of permanent partial  
5 disability, the Commission shall base its determination on the  
6 following factors: (i) the reported level of impairment  
7 pursuant to subsection (a) if such report exists; (ii) the  
8 occupation of the injured employee; (iii) the age of the  
9 employee at the time of the injury; (iv) the employee's future  
10 earning capacity; and (v) evidence of disability corroborated  
11 by the treating medical records. No single enumerated factor  
12 shall be the sole determinant of disability. In determining the  
13 level of disability, the relevance and weight of any factors  
14 used, including ~~in addition to~~ the level of impairment as  
15 reported by the physician, must be explained in a written  
16 order.

17 (Source: P.A. 97-18, eff. 6-28-11.)

18 (820 ILCS 305/9) (from Ch. 48, par. 138.9)

19 Sec. 9. Any employer or employee or beneficiary who shall  
20 desire to have such compensation, or any unpaid part thereof,  
21 paid in a lump sum, may petition the Commission, asking that  
22 such compensation be so paid. If, upon proper notice to the  
23 interested parties and a proper showing made before such  
24 Commission or any member thereof, it appears to the best  
25 interest of the parties that such compensation be so paid, the

1 Commission may order the commutation of the compensation to an  
2 equivalent lump sum, which commutation shall be an amount which  
3 will equal the total sum of the probable future payments  
4 capitalized at their present value upon the basis of interest  
5 calculated at the maximum rate of interest payable by member  
6 banks of the Federal Reserve System on passbook savings  
7 deposits as published in Regulation Q or its successor or, if  
8 Regulation Q or its successor is repealed, then the rate in  
9 effect on the date of repeal. Prior to approval of any pro se  
10 Settlement Contract Lump Sum Petition, the Commission or an  
11 Arbitrator thereof shall determine if the unrepresented  
12 employee, if present, is able to read and communicate in  
13 English. If not, it shall be the responsibility of the employer  
14 to provide a qualified, independent interpreter at the time  
15 such Petition is heard, unless the employee has provided his or  
16 her own interpreter.

17 In cases indicating complete disability no petition for a  
18 commutation to a lump sum basis shall be entertained by the  
19 Commission until after the expiration of 6 months from the date  
20 of the injury.

21 Where necessary, upon proper application being made, a  
22 guardian or administrator, as the case may be, may be appointed  
23 for any person under disability who may be entitled to any such  
24 compensation and an employer bound by the terms of this Act and  
25 liable to pay such compensation, may petition for the  
26 appointment of the public administrator, or guardian, where no

1 legal representative has been appointed or is acting for such  
2 party or parties so under disability.

3 The payment of compensation in a lump sum to the employee  
4 in his or her lifetime upon order of the Commission, shall  
5 extinguish and bar all claims for compensation for death if the  
6 compensation paid in a lump sum represents a compromise of a  
7 dispute on any question other than the extent of disability.

8 Subject to the provisions herein above in this paragraph  
9 contained, where no dispute exists as to the fact that the  
10 accident arose out of and in the course of the employment and  
11 where such accident results in death or in the amputation of  
12 any member or in the enucleation of an eye, then and in such  
13 case the arbitrator or Commission may, upon the petition of  
14 either the employer or the employee, enter an award providing  
15 for the payment of compensation for such death or injury in  
16 accordance with the provisions of Section 7 or paragraph (e) of  
17 Section 8 of this Act.

18 (Source: P.A. 83-1362.)

19 (820 ILCS 305/14) (from Ch. 48, par. 138.14)

20 Sec. 14. The Commission shall appoint a secretary, an  
21 assistant secretary, and arbitrators and shall employ such  
22 assistants and clerical help as may be necessary. Arbitrators  
23 shall be appointed pursuant to this Section, notwithstanding  
24 any provision of the Personnel Code.

25 Each arbitrator appointed after June 28, 2011 ~~after~~

1 ~~November 22, 1977~~ shall be required to demonstrate in writing  
2 ~~and in accordance with the rules and regulations of the~~  
3 ~~Illinois Department of Central Management Services~~ his or her  
4 knowledge of and expertise in the law of and judicial processes  
5 of the Workers' Compensation Act and the Occupational Diseases  
6 Act.

7 A formal training program for newly-hired arbitrators  
8 shall be implemented. The training program shall include the  
9 following:

10 (a) substantive and procedural aspects of the  
11 arbitrator position;

12 (b) current issues in workers' compensation law and  
13 practice;

14 (c) medical lectures by specialists in areas such as  
15 orthopedics, ophthalmology, psychiatry, rehabilitation  
16 counseling;

17 (d) orientation to each operational unit of the  
18 Illinois Workers' Compensation Commission;

19 (e) observation of experienced arbitrators conducting  
20 hearings of cases, combined with the opportunity to discuss  
21 evidence presented and rulings made;

22 (f) the use of hypothetical cases requiring the trainee  
23 to issue judgments as a means to evaluating knowledge and  
24 writing ability;

25 (g) writing skills;

26 (h) professional and ethical standards pursuant to

1 Section 1.1 of this Act;

2 (i) detection of workers' compensation fraud and  
3 reporting obligations of Commission employees and  
4 appointees;

5 (j) standards of evidence-based medical treatment and  
6 best practices for measuring and improving quality and  
7 health care outcomes in the workers' compensation system,  
8 including but not limited to the use of the American  
9 Medical Association's "Guides to the Evaluation of  
10 Permanent Impairment" and the practice of utilization  
11 review; and

12 (k) substantive and procedural aspects of coal  
13 workers' pneumoconiosis (black lung) cases.

14 A formal and ongoing professional development program  
15 including, but not limited to, the above-noted areas shall be  
16 implemented to keep arbitrators informed of recent  
17 developments and issues and to assist them in maintaining and  
18 enhancing their professional competence. Each arbitrator shall  
19 complete 20 hours of training in the above-noted areas during  
20 every 2 years such arbitrator shall remain in office.

21 Each arbitrator shall devote full time to his or her duties  
22 and shall serve when assigned as an acting Commissioner when a  
23 Commissioner is unavailable in accordance with the provisions  
24 of Section 13 of this Act. Any arbitrator who is an  
25 attorney-at-law shall not engage in the practice of law, nor  
26 shall any arbitrator hold any other office or position of

1 profit under the United States or this State or any municipal  
2 corporation or political subdivision of this State.  
3 Notwithstanding any other provision of this Act to the  
4 contrary, an arbitrator who serves as an acting Commissioner in  
5 accordance with the provisions of Section 13 of this Act shall  
6 continue to serve in the capacity of Commissioner until a  
7 decision is reached in every case heard by that arbitrator  
8 while serving as an acting Commissioner.

9 Notwithstanding any other provision of this Section, the  
10 term of all arbitrators serving on the effective date of this  
11 amendatory Act of the 97th General Assembly, including any  
12 arbitrators on administrative leave, shall terminate at the  
13 close of business on July 1, 2011, but the incumbents shall  
14 continue to exercise all of their duties until they are  
15 reappointed or their successors are appointed.

16 On and after the effective date of this amendatory Act of  
17 the 97th General Assembly, arbitrators shall be appointed to  
18 3-year terms as follows:

19 (1) All appointments shall be made by the Governor with  
20 the advice and consent of the Senate.

21 (2) For their initial appointments, 12 arbitrators  
22 shall be appointed to terms expiring July 1, 2012; 12  
23 arbitrators shall be appointed to terms expiring July 1,  
24 2013; and all additional arbitrators shall be appointed to  
25 terms expiring July 1, 2014. Thereafter, all arbitrators  
26 shall be appointed to 3-year terms.

1           Upon the expiration of a term, the Chairman shall evaluate  
2 the performance of the arbitrator and may recommend to the  
3 Governor that he or she be reappointed to a second or  
4 subsequent term by the Governor with the advice and consent of  
5 the Senate.

6           Each arbitrator appointed on or after the effective date of  
7 this amendatory Act of the 97th General Assembly and who has  
8 not previously served as an arbitrator for the Commission shall  
9 be required to be authorized to practice law in this State by  
10 the Supreme Court, and to maintain this authorization  
11 throughout his or her term of employment.

12           ~~The All arbitrators shall be subject to the provisions of~~  
13 ~~the Personnel Code, and the performance of all arbitrators~~  
14 ~~shall be reviewed by the Chairman on an annual basis. The~~  
15 ~~changes made to this Section by this amendatory Act of the 97th~~  
16 ~~General Assembly shall prevail over any conflict with the~~  
17 ~~Personnel Code.~~ The Chairman shall allow input from the  
18 Commissioners in all such reviews.

19           The Commission shall assign no fewer than 3 arbitrators to  
20 each hearing site. The Commission shall establish a procedure  
21 to ensure that the arbitrators assigned to each hearing site  
22 are assigned cases on a random basis. No arbitrator shall hear  
23 cases in any county, other than Cook County, for more than 2  
24 years in each 3-year term.

25           The Secretary and each arbitrator shall receive a per annum  
26 salary of \$4,000 less than the per annum salary of members of



1 The Illinois Workers' Compensation Commission as provided in  
2 Section 13 of this Act, payable in equal monthly installments.

3 The members of the Commission, Arbitrators and other  
4 employees whose duties require them to travel, shall have  
5 reimbursed to them their actual traveling expenses and  
6 disbursements made or incurred by them in the discharge of  
7 their official duties while away from their place of residence  
8 in the performance of their duties.

9 The Commission shall provide itself with a seal for the  
10 authentication of its orders, awards and proceedings upon which  
11 shall be inscribed the name of the Commission and the words  
12 "Illinois--Seal".

13 The Secretary or Assistant Secretary, under the direction  
14 of the Commission, shall have charge and custody of the seal of  
15 the Commission and also have charge and custody of all records,  
16 files, orders, proceedings, decisions, awards and other  
17 documents on file with the Commission. He shall furnish  
18 certified copies, under the seal of the Commission, of any such  
19 records, files, orders, proceedings, decisions, awards and  
20 other documents on file with the Commission as may be required.  
21 Certified copies so furnished by the Secretary or Assistant  
22 Secretary shall be received in evidence before the Commission  
23 or any Arbitrator thereof, and in all courts, provided that the  
24 original of such certified copy is otherwise competent and  
25 admissible in evidence. The Secretary or Assistant Secretary  
26 shall perform such other duties as may be prescribed from time

1 to time by the Commission.

2 (Source: P.A. 97-18, eff. 6-28-11; 97-719, eff. 6-29-12.)

3 (820 ILCS 305/15a) (from Ch. 48, par. 138.15a)

4 Sec. 15a. ~~The Beginning January 1, 1981,~~ the Commission  
5 shall prepare and publish a handbook in readily understandable  
6 language in question and answer form containing all information  
7 as to the rights and obligations of employers and employees  
8 under the provisions of this Act.

9 ~~Upon receipt of first report of injury, as provided for in~~  
10 ~~subsection (b) of Section 6 of this Act, the Commission shall~~  
11 ~~determine that a copy of the handbook has been forwarded to the~~  
12 ~~injured employee or his beneficiary.~~

13 The handbook shall be made available free of charge to the  
14 general public and be maintained on the Commission's Internet  
15 website.

16 The Commission shall provide informational assistance to  
17 employers and employees regarding their rights and obligations  
18 under this Act and the process and procedure before the  
19 Commission.

20 (Source: P.A. 86-998.)

21 (820 ILCS 305/16a) (from Ch. 48, par. 138.16a)

22 Sec. 16a. (A) In the establishment or approval of  
23 attorney's fees in relation to claims brought under this Act,  
24 the Commission shall be guided by the provisions of this

1 Section and by the legislative intent, hereby declared, to  
2 encourage settlement and prompt administrative handling of  
3 such claims and thereby reduce expenses to claimants for  
4 compensation under this Act.

5 (B) With respect to any and all proceedings in connection  
6 with any initial or original claim under this Act, no claim of  
7 any attorney for services rendered in connection with the  
8 securing of compensation for an employee or his dependents,  
9 whether secured by agreement, order, award or a judgment in any  
10 court shall exceed 20% of the amount of compensation recovered  
11 and paid, unless further fees shall be allowed to the attorney  
12 upon a hearing by the Commission fixing fees, and subject to  
13 the other provisions of this Section. However, except as  
14 hereinafter provided in this Section, in death cases, total  
15 disability cases and partial disability cases, the amount of an  
16 attorney's fees shall not exceed 20% of the sum which would be  
17 due under this Act for 364 weeks of permanent total disability  
18 based upon the employee's average gross weekly wage prior to  
19 the date of the accident and subject to the maximum weekly  
20 benefits provided in this Act unless the employee or his or her  
21 dependents, as applicable, waive in writing the 364-week limit  
22 on attorney's fees or unless further fees shall be allowed to  
23 the attorney upon a hearing by the Commission fixing fees. An  
24 employee or his or her dependents, as applicable, may waive in  
25 writing the 364-week limit on attorney's fees in death cases,  
26 total disability cases, and partial disability cases.

1           (C) All attorneys' fees in connection with the initial or  
2 original claim for compensation shall be fixed pursuant to a  
3 written contract on forms prescribed by the Commission between  
4 the attorney and the employee or his dependents, and every  
5 attorney, whether the disposition of the original claim is by  
6 agreement, settlement, award, judgment or otherwise, shall  
7 file his contract with the Chairman of the Commission who shall  
8 approve the contract only if it is in accordance with all  
9 provisions of this Section.

10           (D) No attorneys' fees shall be charged with respect to  
11 compensation for undisputed medical expenses.

12           (E) No attorneys' fees shall be charged in connection with  
13 any temporary total disability compensation unless the payment  
14 of such compensation in a timely manner or in the proper amount  
15 is refused, or unless such compensation is terminated by the  
16 employer and the payment of such compensation is obtained or  
17 reinstated by the efforts of the attorney, whether by  
18 agreement, settlement, award or judgment.

19           (F) In the following cases in which there is no dispute  
20 between the parties as to the liability of the respondent to  
21 pay compensation in a timely manner or in the proper amount and  
22 there is no dispute that the accident has resulted in:

- 23           (1) the death of the employee; or  
24           (2) a statutory permanent disability; or  
25           (3) the amputation of a finger, toe, or member; or  
26           (4) the removal of a testicle; or

1           (5) the enucleation of or 100% loss of vision of an  
2           eye;

3           the legal fees, if any, for services rendered are to be fixed  
4           by the Illinois Workers' Compensation Commission at a nominal  
5           amount, not exceeding \$100.

6           (G) In the following cases in which there is no dispute  
7           between the parties as to the liability of the respondent to  
8           pay compensation and there is no dispute that the accident has  
9           resulted in:

10           (1) a fracture of one or more vertebrae; or

11           (2) a skull fracture; or

12           (3) a fracture of one or more spinous or transverse  
13           processes; or

14           (4) a fracture of one or more facial bones; or

15           (5) the removal of a kidney, spleen or lung;

16           the legal fees, if any, for services rendered are to be fixed  
17           by the Illinois Workers' Compensation Commission at a nominal  
18           amount, not exceeding \$100, provided that the employee is  
19           awarded the minimum amount for the above injuries as specified  
20           in Section 8(d)2.

21           (H) With regard to any claim where the amount to be paid  
22           for compensation does not exceed the written offer made to the  
23           claimant or claimants by the employer or his agent prior to  
24           representation by an attorney, no fees shall be paid to any  
25           such attorney.

26           (I) All attorneys' fees for representation of an employee

1 or his dependents shall be only recoverable from compensation  
2 actually paid to such employee or dependents.

3 (J) Any and all disputes regarding attorneys' fees, whether  
4 such disputes relate to which one or more attorneys represents  
5 the claimant or claimants or is entitled to the attorneys'  
6 fees, or a division of attorneys' fees where the claimant or  
7 claimants are or have been represented by more than one  
8 attorney, or any other disputes concerning attorneys' fees or  
9 contracts for attorneys' fees, shall be heard and determined by  
10 the Commission after reasonable notice to all interested  
11 parties and attorneys.

12 (K) After reasonable notice and hearing before the  
13 Commission, any attorney found to be in violation of any  
14 provision of this Section shall be required to make restitution  
15 of any excess fees charged plus interest at a reasonable rate  
16 as determined by the Commission.

17 (Source: P.A. 93-721, eff. 1-1-05.)

18 (820 ILCS 305/19) (from Ch. 48, par. 138.19)

19 Sec. 19. Any disputed questions of law or fact shall be  
20 determined as herein provided.

21 (a) It shall be the duty of the Commission upon  
22 notification that the parties have failed to reach an  
23 agreement, to designate an Arbitrator.

24 1. Whenever any claimant misconceives his remedy and  
25 files an application for adjustment of claim under this Act

1 and it is subsequently discovered, at any time before final  
2 disposition of such cause, that the claim for disability or  
3 death which was the basis for such application should  
4 properly have been made under the Workers' Occupational  
5 Diseases Act, then the provisions of Section 19, paragraph  
6 (a-1) of the Workers' Occupational Diseases Act having  
7 reference to such application shall apply.

8 2. Whenever any claimant misconceives his remedy and  
9 files an application for adjustment of claim under the  
10 Workers' Occupational Diseases Act and it is subsequently  
11 discovered, at any time before final disposition of such  
12 cause that the claim for injury or death which was the  
13 basis for such application should properly have been made  
14 under this Act, then the application so filed under the  
15 Workers' Occupational Diseases Act may be amended in form,  
16 substance or both to assert claim for such disability or  
17 death under this Act and it shall be deemed to have been so  
18 filed as amended on the date of the original filing  
19 thereof, and such compensation may be awarded as is  
20 warranted by the whole evidence pursuant to this Act. When  
21 such amendment is submitted, further or additional  
22 evidence may be heard by the Arbitrator or Commission when  
23 deemed necessary. Nothing in this Section contained shall  
24 be construed to be or permit a waiver of any provisions of  
25 this Act with reference to notice but notice if given shall  
26 be deemed to be a notice under the provisions of this Act

1 if given within the time required herein.

2 (b) The Arbitrator shall make such inquiries and  
3 investigations as he or they shall deem necessary and may  
4 examine and inspect all books, papers, records, places, or  
5 premises relating to the questions in dispute and hear such  
6 proper evidence as the parties may submit.

7 The hearings before the Arbitrator shall be held in the  
8 vicinity where the injury occurred after 10 days' notice of the  
9 time and place of such hearing shall have been given to each of  
10 the parties or their attorneys of record.

11 The Arbitrator may find that the disabling condition is  
12 temporary and has not yet reached a permanent condition and may  
13 order the payment of compensation up to the date of the  
14 hearing, which award shall be reviewable and enforceable in the  
15 same manner as other awards, and in no instance be a bar to a  
16 further hearing and determination of a further amount of  
17 temporary total compensation or of compensation for permanent  
18 disability, but shall be conclusive as to all other questions  
19 except the nature and extent of said disability.

20 The decision of the Arbitrator shall be filed with the  
21 Commission which Commission shall immediately send to each  
22 party or his attorney a copy of such decision, together with a  
23 notification of the time when it was filed. As of the effective  
24 date of this amendatory Act of the 94th General Assembly, all  
25 decisions of the Arbitrator shall set forth in writing findings  
26 of fact and conclusions of law, separately stated, if requested



1 by either party. Unless a petition for review is filed by  
2 either party within 30 days after the receipt by such party of  
3 the copy of the decision and notification of time when filed,  
4 and unless such party petitioning for a review shall within 35  
5 days after the receipt by him of the copy of the decision, file  
6 with the Commission either an agreed statement of the facts  
7 appearing upon the hearing before the Arbitrator, or if such  
8 party shall so elect a correct transcript of evidence of the  
9 proceedings at such hearings, then the decision shall become  
10 the decision of the Commission and in the absence of fraud  
11 shall be conclusive. The Petition for Review shall contain a  
12 statement of the petitioning party's specific exceptions to the  
13 decision of the arbitrator. The jurisdiction of the Commission  
14 to review the decision of the arbitrator shall not be limited  
15 to the exceptions stated in the Petition for Review. The  
16 Commission, or any member thereof, may grant further time not  
17 exceeding 30 days, in which to file such agreed statement or  
18 transcript of evidence. Such agreed statement of facts or  
19 correct transcript of evidence, as the case may be, shall be  
20 authenticated by the signatures of the parties or their  
21 attorneys, and in the event they do not agree as to the  
22 correctness of the transcript of evidence it shall be  
23 authenticated by the signature of the Arbitrator designated by  
24 the Commission.

25 Whether the employee is working or not, if the employee is  
26 not receiving or has not received medical, surgical, or

1 hospital services or other services or compensation as provided  
2 in paragraph (a) of Section 8, or compensation as provided in  
3 paragraph (b) of Section 8, the employee may at any time  
4 petition for an expedited hearing by an Arbitrator on the issue  
5 of whether or not he or she is entitled to receive payment of  
6 the services or compensation. Provided the employer continues  
7 to pay compensation pursuant to paragraph (b) of Section 8, the  
8 employer may at any time petition for an expedited hearing on  
9 the issue of whether or not the employee is entitled to receive  
10 medical, surgical, or hospital services or other services or  
11 compensation as provided in paragraph (a) of Section 8, or  
12 compensation as provided in paragraph (b) of Section 8. When an  
13 employer has petitioned for an expedited hearing, the employer  
14 shall continue to pay compensation as provided in paragraph (b)  
15 of Section 8 unless the arbitrator renders a decision that the  
16 employee is not entitled to the benefits that are the subject  
17 of the expedited hearing or unless the employee's treating  
18 physician has released the employee to return to work at his or  
19 her regular job with the employer or the employee actually  
20 returns to work at any other job. If the arbitrator renders a  
21 decision that the employee is not entitled to the benefits that  
22 are the subject of the expedited hearing, a petition for review  
23 filed by the employee shall receive the same priority as if the  
24 employee had filed a petition for an expedited hearing by an  
25 Arbitrator. Neither party shall be entitled to an expedited  
26 hearing when the employee has returned to work and the sole

1 issue in dispute amounts to less than 12 weeks of unpaid  
2 compensation pursuant to paragraph (b) of Section 8.

3 Expedited hearings shall have priority over all other  
4 petitions and shall be heard by the Arbitrator and Commission  
5 with all convenient speed. Any party requesting an expedited  
6 hearing shall give notice of a request for an expedited hearing  
7 under this paragraph. A copy of the Application for Adjustment  
8 of Claim shall be attached to the notice. The Commission shall  
9 adopt rules and procedures under which the final decision of  
10 the Commission under this paragraph is filed not later than 180  
11 days from the date that the Petition for Review is filed with  
12 the Commission.

13 Where 2 or more insurance carriers, private self-insureds,  
14 or a group workers' compensation pool under Article V 3/4 of  
15 the Illinois Insurance Code dispute coverage for the same  
16 injury, any such insurance carrier, private self-insured, or  
17 group workers' compensation pool may request an expedited  
18 hearing pursuant to this paragraph to determine the issue of  
19 coverage, provided coverage is the only issue in dispute and  
20 all other issues are stipulated and agreed to and further  
21 provided that all compensation benefits including medical  
22 benefits pursuant to Section 8(a) continue to be paid to or on  
23 behalf of petitioner. Any insurance carrier, private  
24 self-insured, or group workers' compensation pool that is  
25 determined to be liable for coverage for the injury in issue  
26 shall reimburse any insurance carrier, private self-insured,

1 or group workers' compensation pool that has paid benefits to  
2 or on behalf of petitioner for the injury.

3 (b-1) If the employee is not receiving medical, surgical or  
4 hospital services as provided in paragraph (a) of Section 8 or  
5 compensation as provided in paragraph (b) of Section 8, the  
6 employee, in accordance with Commission Rules, may file a  
7 petition for an emergency hearing by an Arbitrator on the issue  
8 of whether or not he is entitled to receive payment of such  
9 compensation or services as provided therein. Such petition  
10 shall have priority over all other petitions and shall be heard  
11 by the Arbitrator and Commission with all convenient speed.

12 Such petition shall contain the following information and  
13 shall be served on the employer at least 15 days before it is  
14 filed:

15 (i) the date and approximate time of accident;

16 (ii) the approximate location of the accident;

17 (iii) a description of the accident;

18 (iv) the nature of the injury incurred by the employee;

19 (v) the identity of the person, if known, to whom the  
20 accident was reported and the date on which it was  
21 reported;

22 (vi) the name and title of the person, if known,  
23 representing the employer with whom the employee conferred  
24 in any effort to obtain compensation pursuant to paragraph  
25 (b) of Section 8 of this Act or medical, surgical or  
26 hospital services pursuant to paragraph (a) of Section 8 of

1           this Act and the date of such conference;

2           (vii) a statement that the employer has refused to pay  
3           compensation pursuant to paragraph (b) of Section 8 of this  
4           Act or for medical, surgical or hospital services pursuant  
5           to paragraph (a) of Section 8 of this Act;

6           (viii) the name and address, if known, of each witness  
7           to the accident and of each other person upon whom the  
8           employee will rely to support his allegations;

9           (ix) the dates of treatment related to the accident by  
10          medical practitioners, and the names and addresses of such  
11          practitioners, including the dates of treatment related to  
12          the accident at any hospitals and the names and addresses  
13          of such hospitals, and a signed authorization permitting  
14          the employer to examine all medical records of all  
15          practitioners and hospitals named pursuant to this  
16          paragraph;

17          (x) a copy of a signed report by a medical  
18          practitioner, relating to the employee's current inability  
19          to return to work because of the injuries incurred as a  
20          result of the accident or such other documents or  
21          affidavits which show that the employee is entitled to  
22          receive compensation pursuant to paragraph (b) of Section 8  
23          of this Act or medical, surgical or hospital services  
24          pursuant to paragraph (a) of Section 8 of this Act. Such  
25          reports, documents or affidavits shall state, if possible,  
26          the history of the accident given by the employee, and

1 describe the injury and medical diagnosis, the medical  
2 services for such injury which the employee has received  
3 and is receiving, the physical activities which the  
4 employee cannot currently perform as a result of any  
5 impairment or disability due to such injury, and the  
6 prognosis for recovery;

7 (xi) complete copies of any reports, records,  
8 documents and affidavits in the possession of the employee  
9 on which the employee will rely to support his allegations,  
10 provided that the employer shall pay the reasonable cost of  
11 reproduction thereof;

12 (xii) a list of any reports, records, documents and  
13 affidavits which the employee has demanded by subpoena and  
14 on which he intends to rely to support his allegations;

15 (xiii) a certification signed by the employee or his  
16 representative that the employer has received the petition  
17 with the required information 15 days before filing.

18 Fifteen days after receipt by the employer of the petition  
19 with the required information the employee may file said  
20 petition and required information and shall serve notice of the  
21 filing upon the employer. The employer may file a motion  
22 addressed to the sufficiency of the petition. If an objection  
23 has been filed to the sufficiency of the petition, the  
24 arbitrator shall rule on the objection within 2 working days.  
25 If such an objection is filed, the time for filing the final  
26 decision of the Commission as provided in this paragraph shall

1 be tolled until the arbitrator has determined that the petition  
2 is sufficient.

3 The employer shall, within 15 days after receipt of the  
4 notice that such petition is filed, file with the Commission  
5 and serve on the employee or his representative a written  
6 response to each claim set forth in the petition, including the  
7 legal and factual basis for each disputed allegation and the  
8 following information: (i) complete copies of any reports,  
9 records, documents and affidavits in the possession of the  
10 employer on which the employer intends to rely in support of  
11 his response, (ii) a list of any reports, records, documents  
12 and affidavits which the employer has demanded by subpoena and  
13 on which the employer intends to rely in support of his  
14 response, (iii) the name and address of each witness on whom  
15 the employer will rely to support his response, and (iv) the  
16 names and addresses of any medical practitioners selected by  
17 the employer pursuant to Section 12 of this Act and the time  
18 and place of any examination scheduled to be made pursuant to  
19 such Section.

20 Any employer who does not timely file and serve a written  
21 response without good cause may not introduce any evidence to  
22 dispute any claim of the employee but may cross examine the  
23 employee or any witness brought by the employee and otherwise  
24 be heard.

25 No document or other evidence not previously identified by  
26 either party with the petition or written response, or by any

1 other means before the hearing, may be introduced into evidence  
2 without good cause. If, at the hearing, material information is  
3 discovered which was not previously disclosed, the Arbitrator  
4 may extend the time for closing proof on the motion of a party  
5 for a reasonable period of time which may be more than 30 days.  
6 No evidence may be introduced pursuant to this paragraph as to  
7 permanent disability. No award may be entered for permanent  
8 disability pursuant to this paragraph. Either party may  
9 introduce into evidence the testimony taken by deposition of  
10 any medical practitioner.

11 The Commission shall adopt rules, regulations and  
12 procedures whereby the final decision of the Commission is  
13 filed not later than 90 days from the date the petition for  
14 review is filed but in no event later than 180 days from the  
15 date the petition for an emergency hearing is filed with the  
16 Illinois Workers' Compensation Commission.

17 All service required pursuant to this paragraph (b-1) must  
18 be by personal service or by certified mail and with evidence  
19 of receipt. In addition for the purposes of this paragraph, all  
20 service on the employer must be at the premises where the  
21 accident occurred if the premises are owned or operated by the  
22 employer. Otherwise service must be at the employee's principal  
23 place of employment by the employer. If service on the employer  
24 is not possible at either of the above, then service shall be  
25 at the employer's principal place of business. After initial  
26 service in each case, service shall be made on the employer's



1 attorney or designated representative.

2 (c) (1) At a reasonable time in advance of and in  
3 connection with the hearing under Section 19(e) or 19(h), the  
4 Commission may on its own motion order an impartial physical or  
5 mental examination of a petitioner whose mental or physical  
6 condition is in issue, when in the Commission's discretion it  
7 appears that such an examination will materially aid in the  
8 just determination of the case. The examination shall be made  
9 by a member or members of a panel of physicians chosen for  
10 their special qualifications by the Illinois State Medical  
11 Society. The Commission shall establish procedures by which a  
12 physician shall be selected from such list.

13 (2) Should the Commission at any time during the hearing  
14 find that compelling considerations make it advisable to have  
15 an examination and report at that time, the commission may in  
16 its discretion so order.

17 (3) A copy of the report of examination shall be given to  
18 the Commission and to the attorneys for the parties.

19 (4) Either party or the Commission may call the examining  
20 physician or physicians to testify. Any physician so called  
21 shall be subject to cross-examination.

22 (5) The examination shall be made, and the physician or  
23 physicians, if called, shall testify, without cost to the  
24 parties. The Commission shall determine the compensation and  
25 the pay of the physician or physicians. The compensation for  
26 this service shall not exceed the usual and customary amount

1 for such service.

2 (6) The fees and payment thereof of all attorneys and  
3 physicians for services authorized by the Commission under this  
4 Act shall, upon request of either the employer or the employee  
5 or the beneficiary affected, be subject to the review and  
6 decision of the Commission.

7 (d) If any employee shall persist in insanitary or  
8 injurious practices which tend to either imperil or retard his  
9 recovery or shall refuse to submit to such medical, surgical,  
10 or hospital treatment as is reasonably essential to promote his  
11 recovery, the Commission may, in its discretion, reduce or  
12 suspend the compensation of any such injured employee. However,  
13 when an employer and employee so agree in writing, the  
14 foregoing provision shall not be construed to authorize the  
15 reduction or suspension of compensation of an employee who is  
16 relying in good faith, on treatment by prayer or spiritual  
17 means alone, in accordance with the tenets and practice of a  
18 recognized church or religious denomination, by a duly  
19 accredited practitioner thereof.

20 (e) This paragraph shall apply to all hearings before the  
21 Commission. Such hearings may be held in its office or  
22 elsewhere as the Commission may deem advisable. The taking of  
23 testimony on such hearings may be had before any member of the  
24 Commission. If a petition for review and agreed statement of  
25 facts or transcript of evidence is filed, as provided herein,  
26 the Commission shall promptly review the decision of the

1 Arbitrator and all questions of law or fact which appear from  
2 the statement of facts or transcript of evidence.

3 In all cases in which the hearing before the arbitrator is  
4 held after December 18, 1989, no additional evidence shall be  
5 introduced by the parties before the Commission on review of  
6 the decision of the Arbitrator. In reviewing decisions of an  
7 arbitrator the Commission shall award such temporary  
8 compensation, permanent compensation and other payments as are  
9 due under this Act. The Commission shall file in its office its  
10 decision thereon, and shall immediately send to each party or  
11 his attorney a copy of such decision and a notification of the  
12 time when it was filed. Decisions shall be filed within 60 days  
13 after the Statement of Exceptions and Supporting Brief and  
14 Response thereto are required to be filed or oral argument  
15 whichever is later.

16 In the event either party requests oral argument, such  
17 argument shall be had before a panel of 3 members of the  
18 Commission (or before all available members pursuant to the  
19 determination of 7 members of the Commission that such argument  
20 be held before all available members of the Commission)  
21 pursuant to the rules and regulations of the Commission. A  
22 panel of 3 members, which shall be comprised of not more than  
23 one representative citizen of the employing class and not more  
24 than one representative citizen of the employee class, shall  
25 hear the argument; provided that if all the issues in dispute  
26 are solely the nature and extent of the permanent partial

1 disability, if any, a majority of the panel may deny the  
2 request for such argument and such argument shall not be held;  
3 and provided further that 7 members of the Commission may  
4 determine that the argument be held before all available  
5 members of the Commission. A decision of the Commission shall  
6 be approved by a majority of Commissioners present at such  
7 hearing if any; provided, if no such hearing is held, a  
8 decision of the Commission shall be approved by a majority of a  
9 panel of 3 members of the Commission as described in this  
10 Section. The Commission shall give 10 days' notice to the  
11 parties or their attorneys of the time and place of such taking  
12 of testimony and of such argument.

13 In any case the Commission in its decision may find  
14 specially upon any question or questions of law or fact which  
15 shall be submitted in writing by either party whether ultimate  
16 or otherwise; provided that on issues other than nature and  
17 extent of the disability, if any, the Commission in its  
18 decision shall find specially upon any question or questions of  
19 law or fact, whether ultimate or otherwise, which are submitted  
20 in writing by either party; provided further that not more than  
21 5 such questions may be submitted by either party. Any party  
22 may, within 20 days after receipt of notice of the Commission's  
23 decision, or within such further time, not exceeding 30 days,  
24 as the Commission may grant, file with the Commission either an  
25 agreed statement of the facts appearing upon the hearing, or,  
26 if such party shall so elect, a correct transcript of evidence

1 of the additional proceedings presented before the Commission,  
2 in which report the party may embody a correct statement of  
3 such other proceedings in the case as such party may desire to  
4 have reviewed, such statement of facts or transcript of  
5 evidence to be authenticated by the signature of the parties or  
6 their attorneys, and in the event that they do not agree, then  
7 the authentication of such transcript of evidence shall be by  
8 the signature of any member of the Commission.

9 If a reporter does not for any reason furnish a transcript  
10 of the proceedings before the Arbitrator in any case for use on  
11 a hearing for review before the Commission, within the  
12 limitations of time as fixed in this Section, the Commission  
13 may, in its discretion, order a trial de novo before the  
14 Commission in such case upon application of either party. The  
15 applications for adjustment of claim and other documents in the  
16 nature of pleadings filed by either party, together with the  
17 decisions of the Arbitrator and of the Commission and the  
18 statement of facts or transcript of evidence hereinbefore  
19 provided for in paragraphs (b) and (c) shall be the record of  
20 the proceedings of the Commission, and shall be subject to  
21 review as hereinafter provided.

22 At the request of either party or on its own motion, the  
23 Commission shall set forth in writing the reasons for the  
24 decision, including findings of fact and conclusions of law  
25 separately stated. The Commission shall by rule adopt a format  
26 for written decisions for the Commission and arbitrators. The

1 written decisions shall be concise and shall succinctly state  
2 the facts and reasons for the decision. The Commission may  
3 adopt in whole or in part, the decision of the arbitrator as  
4 the decision of the Commission. When the Commission does so  
5 adopt the decision of the arbitrator, it shall do so by order.  
6 Whenever the Commission adopts part of the arbitrator's  
7 decision, but not all, it shall include in the order the  
8 reasons for not adopting all of the arbitrator's decision. When  
9 a majority of a panel, after deliberation, has arrived at its  
10 decision, the decision shall be filed as provided in this  
11 Section without unnecessary delay, and without regard to the  
12 fact that a member of the panel has expressed an intention to  
13 dissent. Any member of the panel may file a dissent. Any  
14 dissent shall be filed no later than 10 days after the decision  
15 of the majority has been filed.

16 Decisions rendered by the Commission and dissents, if any,  
17 shall be published together by the Commission. The conclusions  
18 of law set out in such decisions shall be regarded as  
19 precedents by arbitrators for the purpose of achieving a more  
20 uniform administration of this Act.

21 (f) The decision of the Commission acting within its  
22 powers, according to the provisions of paragraph (e) of this  
23 Section shall, in the absence of fraud, be conclusive unless  
24 reviewed as in this paragraph hereinafter provided. However,  
25 the Arbitrator or the Commission may on his or its own motion,  
26 or on the motion of either party, correct any clerical error or

1 errors in computation within 15 days after the date of receipt  
2 of any award by such Arbitrator or any decision on review of  
3 the Commission and shall have the power to recall the original  
4 award on arbitration or decision on review, and issue in lieu  
5 thereof such corrected award or decision. Where such correction  
6 is made the time for review herein specified shall begin to run  
7 from the date of the receipt of the corrected award or  
8 decision.

9 (1) Except in cases of claims against the State of  
10 Illinois other than those claims under Section 18.1, in  
11 which case the decision of the Commission shall not be  
12 subject to judicial review, the Circuit Court of the county  
13 where any of the parties defendant may be found, or if none  
14 of the parties defendant can be found in this State then  
15 the Circuit Court of the county where the accident  
16 occurred, shall by summons to the Commission have power to  
17 review all questions of law and fact presented by such  
18 record.

19 A proceeding for review shall be commenced within 20  
20 days of the receipt of notice of the decision of the  
21 Commission. The summons shall be issued by the clerk of  
22 such court upon written request returnable on a designated  
23 return day, not less than 10 or more than 60 days from the  
24 date of issuance thereof, and the written request shall  
25 contain the last known address of other parties in interest  
26 and their attorneys of record who are to be served by

1 summons. Service upon any member of the Commission or the  
2 Secretary or the Assistant Secretary thereof shall be  
3 service upon the Commission, and service upon other parties  
4 in interest and their attorneys of record shall be by  
5 summons, and such service shall be made upon the Commission  
6 and other parties in interest by mailing notices of the  
7 commencement of the proceedings and the return day of the  
8 summons to the office of the Commission and to the last  
9 known place of residence of other parties in interest or  
10 their attorney or attorneys of record. The clerk of the  
11 court issuing the summons shall on the day of issue mail  
12 notice of the commencement of the proceedings which shall  
13 be done by mailing a copy of the summons to the office of  
14 the Commission, and a copy of the summons to the other  
15 parties in interest or their attorney or attorneys of  
16 record and the clerk of the court shall make certificate  
17 that he has so sent said notices in pursuance of this  
18 Section, which shall be evidence of service on the  
19 Commission and other parties in interest.

20 ~~The Commission shall not be required to certify the~~  
21 ~~record of their proceedings to the Circuit Court, unless~~  
22 ~~the party commencing the proceedings for review in the~~  
23 ~~Circuit Court as above provided, shall pay to the~~  
24 ~~Commission the sum of 80¢ per page of testimony taken~~  
25 ~~before the Commission, and 35¢ per page of all other~~  
26 ~~matters contained in such record, except as otherwise~~



1 ~~provided by Section 20 of this Act. Payment for photostatic~~  
2 ~~copies of exhibit shall be extra.~~ It shall be the duty of  
3 the Commission upon receipt of the summons from the Circuit  
4 Court ~~such payment, or failure to pay as permitted under~~  
5 ~~Section 20 of this Act,~~ to prepare a true and correct  
6 ~~typewritten~~ copy of such testimony and a true and correct  
7 copy of all other matters contained in such record and  
8 certified to by the Secretary or Assistant Secretary  
9 thereof. The changes made to this subdivision (f) (1) apply  
10 to any Commission decision received after the effective  
11 date of this amendatory Act of the 98th General Assembly.

12 ~~In its decision on review the Commission shall~~  
13 ~~determine in each particular case the amount of the~~  
14 ~~probable cost of the record to be filed as a part of the~~  
15 ~~summons in that case and no request for a summons may be~~  
16 ~~filed and no summons shall issue unless the party seeking~~  
17 ~~to review the decision of the Commission shall exhibit to~~  
18 ~~the clerk of the Circuit Court proof of payment by filing a~~  
19 ~~receipt showing payment or an affidavit of the attorney~~  
20 ~~setting forth that payment has been made of the sums so~~  
21 ~~determined to the Secretary or Assistant Secretary of the~~  
22 ~~Commission, except as otherwise provided by Section 20 of~~  
23 ~~this Act.~~

24 (2) No such summons shall issue unless the one against  
25 whom the Commission shall have rendered an award for the  
26 payment of money shall upon the filing of his written

1 request for such summons file with the clerk of the court a  
2 bond conditioned that if he shall not successfully  
3 prosecute the review, he will pay the award and the costs  
4 of the proceedings in the courts. The amount of the bond  
5 shall be fixed by any member of the Commission and the  
6 surety or sureties of the bond shall be approved by the  
7 clerk of the court. The acceptance of the bond by the clerk  
8 of the court shall constitute evidence of his approval of  
9 the bond.

10 Every county, city, town, township, incorporated  
11 village, school district, body politic or municipal  
12 corporation against whom the Commission shall have  
13 rendered an award for the payment of money shall not be  
14 required to file a bond to secure the payment of the award  
15 and the costs of the proceedings in the court to authorize  
16 the court to issue such summons.

17 The court may confirm or set aside the decision of the  
18 Commission. If the decision is set aside and the facts  
19 found in the proceedings before the Commission are  
20 sufficient, the court may enter such decision as is  
21 justified by law, or may remand the cause to the Commission  
22 for further proceedings and may state the questions  
23 requiring further hearing, and give such other  
24 instructions as may be proper. Appeals shall be taken to  
25 the Appellate Court in accordance with Supreme Court Rules  
26 22(g) and 303. Appeals shall be taken from the Appellate

1 Court to the Supreme Court in accordance with Supreme Court  
2 Rule 315.

3 It shall be the duty of the clerk of any court  
4 rendering a decision affecting or affirming an award of the  
5 Commission to promptly furnish the Commission with a copy  
6 of such decision, without charge.

7 The decision of a majority of the members of the panel  
8 of the Commission, shall be considered the decision of the  
9 Commission.

10 (g) Except in the case of a claim against the State of  
11 Illinois, either party may present a certified copy of the  
12 award of the Arbitrator, or a certified copy of the decision of  
13 the Commission when the same has become final, when no  
14 proceedings for review are pending, providing for the payment  
15 of compensation according to this Act, to the Circuit Court of  
16 the county in which such accident occurred or either of the  
17 parties are residents, whereupon the court shall enter a  
18 judgment in accordance therewith. In a case where the employer  
19 refuses to pay compensation according to such final award or  
20 such final decision upon which such judgment is entered the  
21 court shall in entering judgment thereon, tax as costs against  
22 him the reasonable costs and attorney fees in the arbitration  
23 proceedings and in the court entering the judgment for the  
24 person in whose favor the judgment is entered, which judgment  
25 and costs taxed as therein provided shall, until and unless set  
26 aside, have the same effect as though duly entered in an action

1 duly tried and determined by the court, and shall with like  
2 effect, be entered and docketed. The Circuit Court shall have  
3 power at any time upon application to make any such judgment  
4 conform to any modification required by any subsequent decision  
5 of the Supreme Court upon appeal, or as the result of any  
6 subsequent proceedings for review, as provided in this Act.

7 Judgment shall not be entered until 15 days' notice of the  
8 time and place of the application for the entry of judgment  
9 shall be served upon the employer by filing such notice with  
10 the Commission, which Commission shall, in case it has on file  
11 the address of the employer or the name and address of its  
12 agent upon whom notices may be served, immediately send a copy  
13 of the notice to the employer or such designated agent.

14 (h) An agreement or award under this Act providing for  
15 compensation in installments, may at any time within 18 months  
16 after such agreement or award be reviewed by the Commission at  
17 the request of either the employer or the employee, on the  
18 ground that the disability of the employee has subsequently  
19 recurred, increased, diminished or ended.

20 However, as to accidents occurring subsequent to July 1,  
21 1955, which are covered by any agreement or award under this  
22 Act providing for compensation in installments made as a result  
23 of such accident, such agreement or award may at any time  
24 within 30 months, or 60 months in the case of an award under  
25 Section 8(d)1, after such agreement or award be reviewed by the  
26 Commission at the request of either the employer or the

1 employee on the ground that the disability of the employee has  
2 subsequently recurred, increased, diminished or ended.

3 On such review, compensation payments may be  
4 re-established, increased, diminished or ended. The Commission  
5 shall give 15 days' notice to the parties of the hearing for  
6 review. Any employee, upon any petition for such review being  
7 filed by the employer, shall be entitled to one day's notice  
8 for each 100 miles necessary to be traveled by him in attending  
9 the hearing of the Commission upon the petition, and 3 days in  
10 addition thereto. Such employee shall, at the discretion of the  
11 Commission, also be entitled to 5 cents per mile necessarily  
12 traveled by him within the State of Illinois in attending such  
13 hearing, not to exceed a distance of 300 miles, to be taxed by  
14 the Commission as costs and deposited with the petition of the  
15 employer.

16 When compensation which is payable in accordance with an  
17 award or settlement contract approved by the Commission, is  
18 ordered paid in a lump sum by the Commission, no review shall  
19 be had as in this paragraph mentioned.

20 (i) Each party, upon taking any proceedings or steps  
21 whatsoever before any Arbitrator, Commission or court, shall  
22 file with the Commission his address, or the name and address  
23 of any agent upon whom all notices to be given to such party  
24 shall be served, either personally or by registered mail,  
25 addressed to such party or agent at the last address so filed  
26 with the Commission. In the event such party has not filed his

1 address, or the name and address of an agent as above provided,  
2 service of any notice may be had by filing such notice with the  
3 Commission.

4 (j) Whenever in any proceeding testimony has been taken or  
5 a final decision has been rendered and after the taking of such  
6 testimony or after such decision has become final, the injured  
7 employee dies, then in any subsequent proceedings brought by  
8 the personal representative or beneficiaries of the deceased  
9 employee, such testimony in the former proceeding may be  
10 introduced with the same force and effect as though the witness  
11 having so testified were present in person in such subsequent  
12 proceedings and such final decision, if any, shall be taken as  
13 final adjudication of any of the issues which are the same in  
14 both proceedings.

15 (k) In a case where there has been any unreasonable or  
16 vexatious delay in the authorization of medical treatment or in  
17 the ~~of~~ payment of compensation or an intentional underpayment  
18 of compensation, or proceedings have been instituted or carried  
19 on by the one liable to pay the compensation, which do not  
20 present a real controversy, but are merely frivolous or for  
21 delay, then the Commission may award compensation additional to  
22 that otherwise payable under this Act equal to 50% of the  
23 amount payable at the time of such award. Failure to pay  
24 compensation in accordance with the provisions of Section 8,  
25 paragraph (b) of this Act, shall be considered unreasonable  
26 delay.

1           When determining whether this subsection (k) shall apply,  
2 the Commission shall consider whether an Arbitrator has  
3 determined that the claim is not compensable or whether the  
4 employer has made payments under Section 8(j).

5           (1) If the employee has made written demand for payment of  
6 benefits under Section 8(a) or Section 8(b), the employer shall  
7 have 14 days after receipt of the demand to set forth in  
8 writing the reason for the delay. In the case of demand for  
9 payment of medical benefits under Section 8(a), the time for  
10 the employer to respond shall not commence until the expiration  
11 of the allotted 30 days specified under Section 8.2(d). In case  
12 the employer or his or her insurance carrier shall without good  
13 and just cause fail, neglect, refuse, or unreasonably delay the  
14 payment of benefits under Section 8(a) or Section 8(b), the  
15 Arbitrator or the Commission shall allow to the employee  
16 additional compensation in the sum of \$30 per day for each day  
17 that the benefits under Section 8(a) or Section 8(b) have been  
18 so withheld or refused, not to exceed \$10,000. A delay in  
19 payment of 14 days or more shall create a rebuttable  
20 presumption of unreasonable delay.

21           (m) If the commission finds that an accidental injury was  
22 directly and proximately caused by the employer's wilful  
23 violation of a health and safety standard under the Health and  
24 Safety Act in force at the time of the accident, the arbitrator  
25 or the Commission shall allow to the injured employee or his  
26 dependents, as the case may be, additional compensation equal

1 to 25% of the amount which otherwise would be payable under the  
2 provisions of this Act exclusive of this paragraph. The  
3 additional compensation herein provided shall be allowed by an  
4 appropriate increase in the applicable weekly compensation  
5 rate.

6 (n) After June 30, 1984 and before January 1, 2014,  
7 decisions of the Illinois Workers' Compensation Commission  
8 reviewing an award of an arbitrator of the Commission shall  
9 draw interest at a rate equal to the yield on indebtedness  
10 issued by the United States Government with a 26-week maturity  
11 next previously auctioned on the day on which the decision is  
12 filed. Said rate of interest shall be set forth in the  
13 Arbitrator's Decision. Beginning January 1, 2014, decisions of  
14 the Illinois Workers' Compensation Commission reviewing an  
15 award of an arbitrator of the Commission shall draw interest at  
16 a rate equal to 3 percentage points above the average quoted  
17 prime rate on short-term commercial loans in effect on the day  
18 on which the decision is made, as reported by the Board of  
19 Governors of the Federal Reserve System in Statistical Release  
20 H. 15 ("Selected Interest Rates"), or any successor Release  
21 reporting such rate. Interest shall be drawn from the date of  
22 the arbitrator's award on all accrued compensation due the  
23 employee through the day prior to the date of payments.  
24 However, when an employee appeals an award of an Arbitrator or  
25 the Commission, and the appeal results in no change or a  
26 decrease in the award, interest shall not further accrue from



1 the date of such appeal.

2 The employer or his insurance carrier may tender the  
3 payments due under the award to stop the further accrual of  
4 interest on such award notwithstanding the prosecution by  
5 either party of review, certiorari, appeal to the Supreme Court  
6 or other steps to reverse, vacate or modify the award.

7 (o) By the 15th day of each month each insurer providing  
8 coverage for losses under this Act shall notify each insured  
9 employer of any compensable claim incurred during the preceding  
10 month and the amounts paid or reserved on the claim including a  
11 summary of the claim and a brief statement of the reasons for  
12 compensability. A cumulative report of all claims incurred  
13 during a calendar year or continued from the previous year  
14 shall be furnished to the insured employer by the insurer  
15 within 30 days after the end of that calendar year.

16 The insured employer may challenge, in proceeding before  
17 the Commission, payments made by the insurer without  
18 arbitration and payments made after a case is determined to be  
19 noncompensable. If the Commission finds that the case was not  
20 compensable, the insurer shall purge its records as to that  
21 employer of any loss or expense associated with the claim,  
22 reimburse the employer for attorneys' fees arising from the  
23 challenge and for any payment required of the employer to the  
24 Rate Adjustment Fund or the Second Injury Fund, and may not  
25 reflect the loss or expense for rate making purposes. The  
26 employee shall not be required to refund the challenged

1 payment. The decision of the Commission may be reviewed in the  
2 same manner as in arbitrated cases. No challenge may be  
3 initiated under this paragraph more than 3 years after the  
4 payment is made. An employer may waive the right of challenge  
5 under this paragraph on a case by case basis.

6 (p) After filing an application for adjustment of claim but  
7 prior to the hearing on arbitration the parties may voluntarily  
8 agree to submit such application for adjustment of claim for  
9 decision by an arbitrator under this subsection (p) where such  
10 application for adjustment of claim raises only a dispute over  
11 temporary total disability, permanent partial disability or  
12 medical expenses. Such agreement shall be in writing in such  
13 form as provided by the Commission. Applications for adjustment  
14 of claim submitted for decision by an arbitrator under this  
15 subsection (p) shall proceed according to rule as established  
16 by the Commission. The Commission shall promulgate rules  
17 including, but not limited to, rules to ensure that the parties  
18 are adequately informed of their rights under this subsection  
19 (p) and of the voluntary nature of proceedings under this  
20 subsection (p). The findings of fact made by an arbitrator  
21 acting within his or her powers under this subsection (p) in  
22 the absence of fraud shall be conclusive. However, the  
23 arbitrator may on his own motion, or the motion of either  
24 party, correct any clerical errors or errors in computation  
25 within 15 days after the date of receipt of such award of the  
26 arbitrator and shall have the power to recall the original

1 award on arbitration, and issue in lieu thereof such corrected  
2 award. The decision of the arbitrator under this subsection (p)  
3 shall be considered the decision of the Commission and  
4 proceedings for review of questions of law arising from the  
5 decision may be commenced by either party pursuant to  
6 subsection (f) of Section 19. The Advisory Board established  
7 under Section 13.1 shall compile a list of certified Commission  
8 arbitrators, each of whom shall be approved by at least 7  
9 members of the Advisory Board. The chairman shall select 5  
10 persons from such list to serve as arbitrators under this  
11 subsection (p). By agreement, the parties shall select one  
12 arbitrator from among the 5 persons selected by the chairman  
13 except that if the parties do not agree on an arbitrator from  
14 among the 5 persons, the parties may, by agreement, select an  
15 arbitrator of the American Arbitration Association, whose fee  
16 shall be paid by the State in accordance with rules promulgated  
17 by the Commission. Arbitration under this subsection (p) shall  
18 be voluntary.

19 (Source: P.A. 97-18, eff. 6-28-11.)

20 (820 ILCS 305/19a) (from Ch. 48, par. 138.19b)

21 Sec. 19a. Money received by the Commission pursuant to  
22 subsection (f) of Section 19 of this Act shall be paid into a  
23 trust fund outside the State Treasury and shall be held in such  
24 fund until completion of the record for which the payment was  
25 made. The Secretary of the Commission shall be ex-officio

1 custodian of such trust fund which shall be used only for the  
2 purpose specified in this section. Upon completion of the  
3 record the Secretary shall pay the amount so held to the person  
4 entitled thereto for preparation of the record. Within 60 days  
5 after the effective date of this amendatory Act of the 98th  
6 General Assembly, the Secretary of the Commission shall  
7 transfer all remaining funds to the Injured Workers' Benefit  
8 Fund for the purpose of paying claims from injured employees  
9 who have received a final award for benefits from the  
10 Commission against the employer in Fiscal Year 2013.

11 (Source: Laws 1967, p. 324.)

12 (820 ILCS 305/20) (from Ch. 48, par. 138.20)

13 Sec. 20. If the Commission shall, before or after any  
14 hearing, proceeding, or review to any court, be satisfied that  
15 the employee is a poor person, and unable to pay the costs and  
16 expenses provided for by this Act, the Commission shall permit  
17 such poor person to have all the rights and remedies provided  
18 by this Act, including the issuance and service of subpoenas; a  
19 transcript of testimony and the record of proceedings,  
20 including photostatic copies of exhibits, at hearings before an  
21 Arbitrator or the Commission; ~~the right to have the record of~~  
22 ~~proceedings certified to the circuit court;~~ the right to the  
23 filing of a written request for summons; and the right to the  
24 issuance of summons, without the filing of a bond for costs and  
25 without the payment of any of the costs provided for by this

1 Act. If an award is granted to such employee, or settlement is  
2 made, the costs and expenses chargeable to the employee as  
3 provided for by this Act shall be paid by the employer out of  
4 the award herein granted, or settlement, before any of the  
5 balance of the award or settlement is paid to the employee.

6 (Source: P.A. 86-998.)

7 Section 99. Effective date. This Act takes effect upon  
8 becoming law.".