

INTOXICATION Section 85.16

Time of injury or immediately following + positive drug or alcohol test:

Presumed intoxicated AND presumed intoxication was a substantial factor in causing injury

Burden is on employee to prove

Not intoxicated OR intoxication was not a substantial factor in causing injury

NOTICE/SOL Section 85.23

Flows from date employee knew or should have known the injury was work related

TEMPORARY BENEFITS Section 85.33

No temporary benefits if Employer offers suitable work and employee refused to accept

Suitable work:

Need not be with the same employer, but offered by the employer

Includes work at:

Employer's principal place of business OR

Established place of operation where employee previously worked if employee's regular work involved travel away from PPB/established place of operation >50% of the time

Communication Requirements:

Employer shall communicate offer in writing (w/ lodging, meals, transportation, if applicable)

Communication in writing must tell employee that:

Refusal must be in writing with a reason

Refusal = no benefits during refusal period unless work refused was not suitable

Employee must allege unsuitability at the time of refusal, or is precluded from raising suitability as reason until such time as reason is communicated in writing to employer

COMMENCEMENT OF PPD Section 85.34

MMI reached and PPI can be determined

SHOULDER INJURIES Sections 85.34(2); 85.70

Schedule member 400 weeks

If PPD and cannot return to gainful employment because of disability:

Shall be evaluated by IWD for career opportunities through community college programs

IWD shall determine if employee would benefit from voc. training at a community college that will allow for return to the workforce

Employee must enroll within 6 months of referral

\$15,000 max for program to be paid by employer/carrier for tuition/fees/supplies

Employer/Carrier may request periodic status report each semester & if employee does not meet requirements or maintain passing grade, eligibility is terminated

INDUSTRIAL DISABILITY Section 85.34(2) (u)

Must consider number of years into future reasonably anticipated IW would work at the time of injury

If return to work or offer of work is \geq earnings at the time of injury, functional impairment only

If later terminated – award shall be reviewed/reopened to determine loss of earning capacity

PPD Sections 85.34(2)(w), (x)

AMA Guides impairment is the only consideration – no lay testimony
PPD ends if PTD begins – No PPD if receiving PTD

PTD Section 85.34(3)

Payable until no longer PTD
Forfeiture of PTD for week in which IW received $\geq 50\%$ of the statewide AWW from gross earnings from any employer or payment for current services from any source or receiving unemployment

CREDITS Sections 85.34(4), (5)

Overpayments of TTD, TPD, or PPD credited against any future weekly benefits due for an injury
Credit applies to any current or subsequent injury to same employee & no time limit to claim credit
No requirement to preserve credit through settlement agreements/agency action & need not be approved by agency

APPORTIONMENT Section 85.34(7)

Employer liable only for portion of employee's disability that arises out of and in course of employment and that relates to the injury that is basis for employee's claim
Employer not liable for preexisting disability arising out of/in the course of employment from prior injuries with employer the extent it has already been compensated

IMES/MEDICAL EXAMS Section 85.39

IW's refusal to submit to medical exam forfeits IW's right to compensation for period of refusal
Employer only liable for Claimant's chosen IME if injury is determined to be compensable
Reasonableness of fee determination is based on typical fee charged by a medical provider to perform an impairment rating in local area where exam is conducted

COMMUTATIONS Section 85.45

Parties to full or partial may agree to continue 85.27 medical benefits for a specified period of time
Commutations allowed only upon application of a party and written consent of all parties

JURISDICTION Section 85.71(1)(a)

Removal of section that includes domicile of employee

JUDICIAL REVIEW Section 85.26

Agency decisions stayed if post bond securing compensation awarded pursuant to decision within 30 days of the filing of the petition for judicial review
Bond will be a reasonable amount fixed and approved by the court
Bond amount is deemed reasonable & adequate if no objection filed within 20 days of being fixed
If bond amount is modified upon objection, must report bond in modified amount to continue the stay

ATTORNEY FEES Section 85.39

No fees on any amount of compensation voluntarily paid/agreed to be paid
Fees only on amounts the attorney demonstrates would not have been paid but for their efforts
Attorney fee disputes to be resolved by Commissioner

INTEREST Section 85.42

Interest on all compensation not paid when accrued will be at the rate of the one-year treasury constant maturity plus 2% as of the date of the injury