



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB1503

Introduced 2/4/2025, by Sen. Michael W. Halpin

SYNOPSIS AS INTRODUCED:

820 ILCS 305/8	from Ch. 48, par. 138.8
820 ILCS 305/16	from Ch. 48, par. 138.16
820 ILCS 305/16a	from Ch. 48, par. 138.16a
820 ILCS 305/19	from Ch. 48, par. 138.19

Amends the Workers' Compensation Act. Provides that, if a petitioner's claim is contested and enters arbitration proceedings, the Arbitrator shall include in its award pre-award interest at the rate of 6% per annum to a prevailing petitioner from the date of the contested injury, provided that no interest shall accrue if, within 12 months after the date of the injury, the respondent concedes that the claim is compensable. Provides that the non-prevailing party is responsible for any costs incurred in deposing a medical practitioner. Provides that all attorney's fees for representation of an employee or the employee's dependents shall be the responsibility of the non-prevailing employer (rather than only recoverable from compensation actually paid to such employee or dependents). Provides that, within 60 days after receipt of service of notice of preliminary proceedings before an Arbitrator, an employer shall disclose documents sufficient to calculate a petitioner's average weekly wage

LRB104 08239 SPS 18289 b

1 AN ACT concerning employment.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Workers' Compensation Act is amended by
5 changing Sections 8, 16, 16a, and 19 as follows:

6 (820 ILCS 305/8) (from Ch. 48, par. 138.8)

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

10 (a) The employer shall provide and pay the negotiated
11 rate, if applicable, or the lesser of the health care
12 provider's actual charges or according to a fee schedule,
13 subject to Section 8.2, in effect at the time the service was
14 rendered for all the necessary first aid, medical and surgical
15 services, and all necessary medical, surgical and hospital
16 services thereafter incurred, limited, however, to that which
17 is reasonably required to cure or relieve from the effects of
18 the accidental injury, even if a health care provider sells,
19 transfers, or otherwise assigns an account receivable for
20 procedures, treatments, or services covered under this Act. If
21 the employer does not dispute payment of first aid, medical,
22 surgical, and hospital services, the employer shall make such
23 payment to the provider on behalf of the employee. The

1 employer shall also pay for treatment, instruction and
2 training necessary for the physical, mental and vocational
3 rehabilitation of the employee, including all maintenance
4 costs and expenses incidental thereto. If as a result of the
5 injury the employee is unable to be self-sufficient the
6 employer shall further pay for such maintenance or
7 institutional care as shall be required. If a petitioner's
8 claim is contested and enters arbitration proceedings pursuant
9 to Section 19, the Arbitrator shall include in its award,
10 pre-award interest at the rate of 6% per annum to a prevailing
11 petitioner, from the date of the contested injury, provided
12 that no interest shall accrue if, within 12 months after the
13 date of the injury, the respondent concedes that the claim is
14 compensable.

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

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

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

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

1 The maintenance benefit shall not be less than the
2 temporary total disability rate determined for the employee.
3 In addition, maintenance shall include costs and expenses
4 incidental to the vocational rehabilitation program.

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

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

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

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

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

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

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

1 provider program pursuant to Section 8.1a on the date the
2 employee sustained his or her accidental injuries:

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

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

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

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

1 all physical examinations required by this Act. The cost of
2 such treatment and nursing care shall be paid by the employee
3 unless the employer agrees to make such payment.

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

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

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

25 (b) If the period of temporary total incapacity for work
26 lasts more than 3 working days, weekly compensation as

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

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

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

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

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

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

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

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

1 weekly wage in covered industries under the Unemployment
2 Insurance Act during such period.

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

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

1 in covered industries under the Unemployment Insurance
2 Act.

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

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

17 4.2. Any provision to the contrary notwithstanding,
18 the total compensation payable under Section 7 shall not
19 exceed the greater of \$500,000 or 25 years.

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

26 6. The Department of Employment Security of the State

1 shall on or before the first day of December, 1977, and on
2 or before the first day of June, 1978, and on the first day
3 of each December and June of each year thereafter, publish
4 the State's average weekly wage in covered industries
5 under the Unemployment Insurance Act and the Illinois
6 Workers' Compensation Commission shall on the 15th day of
7 January, 1978 and on the 15th day of July, 1978 and on the
8 15th day of each January and July of each year thereafter,
9 post and publish the State's average weekly wage in
10 covered industries under the Unemployment Insurance Act as
11 last determined and published by the Department of
12 Employment Security. The amount when so posted and
13 published shall be conclusive and shall be applicable as
14 the basis of computation of compensation rates until the
15 next posting and publication as aforesaid.

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

20 (c) For any serious and permanent disfigurement to the
21 hand, head, face, neck, arm, leg below the knee or the chest
22 above the axillary line, the employee is entitled to
23 compensation for such disfigurement, the amount determined by
24 agreement at any time or by arbitration under this Act, at a
25 hearing not less than 6 months after the date of the accidental
26 injury, which amount shall not exceed 150 weeks (if the

1 accidental injury occurs on or after the effective date of
2 this amendatory Act of the 94th General Assembly but before
3 February 1, 2006) or 162 weeks (if the accidental injury
4 occurs on or after February 1, 2006) at the applicable rate
5 provided in subparagraph 2.1 of paragraph (b) of this Section.

6 No compensation is payable under this paragraph where
7 compensation is payable under paragraphs (d), (e) or (f) of
8 this Section.

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

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

1 accidental injuries that occur on or after September 1, 2011,
2 an award for wage differential under this subsection shall be
3 effective only until the employee reaches the age of 67 or 5
4 years from the date the award becomes final, whichever is
5 later.

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

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

20 (e) For accidental injuries in the following schedule, the
21 employee shall receive compensation for the period of
22 temporary total incapacity for work resulting from such
23 accidental injury, under subparagraph 1 of paragraph (b) of
24 this Section, and shall receive in addition thereto
25 compensation for a further period for the specific loss herein
26 mentioned, but shall not receive any compensation under any

1 other provisions of this Act. The following listed amounts
2 apply to either the loss of or the permanent and complete loss
3 of use of the member specified, such compensation for the
4 length of time as follows:

5 1. Thumb-

6 70 weeks if the accidental injury occurs on or
7 after the effective date of this amendatory Act of the
8 94th General Assembly but before February 1, 2006.

9 76 weeks if the accidental injury occurs on or
10 after February 1, 2006.

11 2. First, or index finger-

12 40 weeks if the accidental injury occurs on or
13 after the effective date of this amendatory Act of the
14 94th General Assembly but before February 1, 2006.

15 43 weeks if the accidental injury occurs on or
16 after February 1, 2006.

17 3. Second, or middle finger-

18 35 weeks if the accidental injury occurs on or
19 after the effective date of this amendatory Act of the
20 94th General Assembly but before February 1, 2006.

21 38 weeks if the accidental injury occurs on or
22 after February 1, 2006.

23 4. Third, or ring finger-

24 25 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 27 weeks if the accidental injury occurs on or
2 after February 1, 2006.

3 5. Fourth, or little finger-

4 20 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 22 weeks if the accidental injury occurs on or
8 after February 1, 2006.

9 6. Great toe-

10 35 weeks if the accidental injury occurs on or
11 after the effective date of this amendatory Act of the
12 94th General Assembly but before February 1, 2006.

13 38 weeks if the accidental injury occurs on or
14 after February 1, 2006.

15 7. Each toe other than great toe-

16 12 weeks if the accidental injury occurs on or
17 after the effective date of this amendatory Act of the
18 94th General Assembly but before February 1, 2006.

19 13 weeks if the accidental injury occurs on or
20 after February 1, 2006.

21 8. The loss of the first or distal phalanx of the thumb
22 or of any finger or toe shall be considered to be equal to
23 the loss of one-half of such thumb, finger or toe and the
24 compensation payable shall be one-half of the amount above
25 specified. The loss of more than one phalanx shall be
26 considered as the loss of the entire thumb, finger or toe.

1 In no case shall the amount received for more than one
2 finger exceed the amount provided in this schedule for the
3 loss of a hand.

4 9. Hand-

5 190 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.

8 205 weeks if the accidental injury occurs on or
9 after February 1, 2006.

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

19 The loss of 2 or more digits, or one or more phalanges
20 of 2 or more digits, of a hand may be compensated on the
21 basis of partial loss of use of a hand, provided, further,
22 that the loss of 4 digits, or the loss of use of 4 digits,
23 in the same hand shall constitute the complete loss of a
24 hand.

25 10. Arm-

26 235 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.

3 253 weeks if the accidental injury occurs on or
4 after February 1, 2006.

5 Where an accidental injury results in the amputation
6 of an arm below the elbow, such injury shall be
7 compensated as a loss of an arm. Where an accidental
8 injury results in the amputation of an arm above the
9 elbow, compensation for an additional 15 weeks (if the
10 accidental injury occurs on or after the effective date of
11 this amendatory Act of the 94th General Assembly but
12 before February 1, 2006) or an additional 17 weeks (if the
13 accidental injury occurs on or after February 1, 2006)
14 shall be paid, except where the accidental injury results
15 in the amputation of an arm at the shoulder joint, or so
16 close to shoulder joint that an artificial arm cannot be
17 used, or results in the disarticulation of an arm at the
18 shoulder joint, in which case compensation for an
19 additional 65 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) or an
22 additional 70 weeks (if the accidental injury occurs on or
23 after February 1, 2006) shall be paid.

24 11. Foot-

25 155 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.

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

4 12. Leg-

5 200 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.

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

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

1 accidental injury occurs on or after February 1, 2006)
2 shall be paid.

3 13. Eye-

4 150 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.

7 162 weeks if the accidental injury occurs on or
8 after February 1, 2006.

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

16 14. Loss of hearing of one ear-

17 50 weeks if the accidental injury occurs on or
18 after the effective date of this amendatory Act of the
19 94th General Assembly but before February 1, 2006.

20 54 weeks if the accidental injury occurs on or
21 after February 1, 2006.

22 Total and permanent loss of hearing of both ears-

23 200 weeks if the accidental injury occurs on or
24 after the effective date of this amendatory Act of the
25 94th General Assembly but before February 1, 2006.

26 215 weeks if the accidental injury occurs on or

1 after February 1, 2006.

2 15. Testicle-

3 50 weeks if the accidental injury occurs on or
4 after the effective date of this amendatory Act of the
5 94th General Assembly but before February 1, 2006.

6 54 weeks if the accidental injury occurs on or
7 after February 1, 2006.

8 Both testicles-

9 150 weeks if the accidental injury occurs on or
10 after the effective date of this amendatory Act of the
11 94th General Assembly but before February 1, 2006.

12 162 weeks if the accidental injury occurs on or
13 after February 1, 2006.

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

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

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

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

23 (d) If a hearing loss is established to have
24 existed on July 1, 1975 by audiometric testing the
25 employer shall not be liable for the previous loss so
26 established nor shall he be liable for any loss for

1 which compensation has been paid or awarded.

2 (e) No consideration shall be given to the
3 question of whether or not the ability of an employee
4 to understand speech is improved by the use of a
5 hearing aid.

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

11 Sound Level DBA

12	Slow Response	Hours Per Day
13	90	8
14	92	6
15	95	4
16	97	3
17	100	2
18	102	1-1/2
19	105	1
20	110	1/2
21	115	1/4

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

24 17. In computing the compensation to be paid to any
25 employee who, before the accident for which he claims
26 compensation, had before that time sustained an injury

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

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

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

1 19. In a case of specific loss and the subsequent
2 death of such injured employee from other causes than such
3 injury leaving a widow, widower, or dependents surviving
4 before payment or payment in full for such injury, then
5 the amount due for such injury is payable to the widow or
6 widower and, if there be no widow or widower, then to such
7 dependents, in the proportion which such dependency bears
8 to total dependency.

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

1 On August 1, 1996 and on February 1 and August 1 of each
2 subsequent year, the Commission shall examine the special fund
3 designated as the "Rate Adjustment Fund" and when, after
4 deducting all advances or loans made to said fund, the amount
5 therein is \$4,000,000, the amount required to be paid by
6 employers pursuant to paragraph (f) of Section 7 shall be
7 reduced by one-half. When the Rate Adjustment Fund reaches the
8 sum of \$5,000,000 the payment therein shall cease entirely.
9 However, when said Rate Adjustment Fund has been reduced to
10 \$3,000,000 the amounts required by paragraph (f) of Section 7
11 shall be resumed in the manner herein provided.

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

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

23 If any employee who receives an award under this paragraph
24 afterwards returns to work or is able to do so, and earns or is
25 able to earn as much as before the accident, payments under
26 such award shall cease. If such employee returns to work, or is

1 able to do so, and earns or is able to earn part but not as
2 much as before the accident, such award shall be modified so as
3 to conform to an award under paragraph (d) of this Section. If
4 such award is terminated or reduced under the provisions of
5 this paragraph, such employees have the right at any time
6 within 30 months after the date of such termination or
7 reduction to file petition with the Commission for the purpose
8 of determining whether any disability exists as a result of
9 the original accidental injury and the extent thereof.

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

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

26 The custodian of the Second Injury Fund provided for in

1 paragraph (f) of Section 7 shall be joined with the employer as
2 a party respondent in the application for adjustment of claim.
3 The application for adjustment of claim shall state briefly
4 and in general terms the approximate time and place and manner
5 of the loss of the first member.

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

1 As of July 1, 1980 to July 1, 1982, all claims against and
2 obligations of the Second Injury Fund shall become claims
3 against and obligations of the Rate Adjustment Fund to the
4 extent there is insufficient money in the Second Injury Fund
5 to pay such claims and obligations. In that case, all
6 references to "Second Injury Fund" in this Section shall also
7 include the Rate Adjustment Fund.

8 (g) Every award for permanent total disability entered by
9 the Commission on and after July 1, 1965 under which
10 compensation payments shall become due and payable after the
11 effective date of this amendatory Act, and every award for
12 death benefits or permanent total disability entered by the
13 Commission on and after the effective date of this amendatory
14 Act shall be subject to annual adjustments as to the amount of
15 the compensation rate therein provided. Such adjustments shall
16 first be made on July 15, 1977, and all awards made and entered
17 prior to July 1, 1975 and on July 15 of each year thereafter.
18 In all other cases such adjustment shall be made on July 15 of
19 the second year next following the date of the entry of the
20 award and shall further be made on July 15 annually
21 thereafter. If during the intervening period from the date of
22 the entry of the award, or the last periodic adjustment, there
23 shall have been an increase in the State's average weekly wage
24 in covered industries under the Unemployment Insurance Act,
25 the weekly compensation rate shall be proportionately
26 increased by the same percentage as the percentage of increase

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

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

1 after July 1, 1975.

2 For every accident occurring on or after July 20, 2005 but
3 before the effective date of this amendatory Act of the 94th
4 General Assembly (Senate Bill 1283 of the 94th General
5 Assembly), the annual adjustments to the compensation rate in
6 awards for death benefits or permanent total disability, as
7 provided in this Act, shall be paid by the employer. The
8 adjustment shall be made by the employer on July 15 of the
9 second year next following the date of the entry of the award
10 and shall further be made on July 15 annually thereafter. If
11 during the intervening period from the date of the entry of the
12 award, or the last periodic adjustment, there shall have been
13 an increase in the State's average weekly wage in covered
14 industries under the Unemployment Insurance Act, the employer
15 shall increase the weekly compensation rate proportionately by
16 the same percentage as the percentage of increase in the
17 State's average weekly wage in covered industries under the
18 Unemployment Insurance Act. The increase in the compensation
19 rate under this paragraph shall in no event bring the total
20 compensation rate to an amount greater than the prevailing
21 maximum rate at the time that the annual adjustment is made. In
22 the event of a decrease in such average weekly wage there shall
23 be no change in the then existing compensation rate. Such
24 increase shall be paid by the employer in the same manner and
25 at the same intervals as the payment of compensation in the
26 award. This paragraph shall not apply to cases where there is

1 disputed liability and in which a compromise lump sum
2 settlement between the employer and the injured employee, or
3 his or her dependents, as the case may be, has been duly
4 approved by the Illinois Workers' Compensation Commission.

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

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

21 (h-1) In case an injured employee is under legal
22 disability at the time when any right or privilege accrues to
23 him or her under this Act, a guardian may be appointed pursuant
24 to law, and may, on behalf of such person under legal
25 disability, claim and exercise any such right or privilege
26 with the same effect as if the employee himself or herself had

1 claimed or exercised the right or privilege. No limitations of
2 time provided by this Act run so long as the employee who is
3 under legal disability is without a conservator or guardian.

4 (i) In case the injured employee is under 16 years of age
5 at the time of the accident and is illegally employed, the
6 amount of compensation payable under paragraphs (b), (c), (d),
7 (e) and (f) of this Section is increased 50%.

8 However, where an employer has on file an employment
9 certificate issued pursuant to the Child Labor Law of 2024 or
10 work permit issued pursuant to the Federal Fair Labor
11 Standards Act, as amended, or a birth certificate properly and
12 duly issued, such certificate, permit or birth certificate is
13 conclusive evidence as to the age of the injured minor
14 employee for the purposes of this Section.

15 Nothing herein contained repeals or amends the provisions
16 of the Child Labor Law of 2024 relating to the employment of
17 minors under the age of 16 years.

18 (j) 1. In the event the injured employee receives
19 benefits, including medical, surgical or hospital benefits
20 under any group plan covering non-occupational disabilities
21 contributed to wholly or partially by the employer, which
22 benefits should not have been payable if any rights of
23 recovery existed under this Act, then such amounts so paid to
24 the employee from any such group plan as shall be consistent
25 with, and limited to, the provisions of paragraph 2 hereof,
26 shall be credited to or against any compensation payment for

1 temporary total incapacity for work or any medical, surgical
2 or hospital benefits made or to be made under this Act. In such
3 event, the period of time for giving notice of accidental
4 injury and filing application for adjustment of claim does not
5 commence to run until the termination of such payments. This
6 paragraph does not apply to payments made under any group plan
7 which would have been payable irrespective of an accidental
8 injury under this Act. Any employer receiving such credit
9 shall keep such employee safe and harmless from any and all
10 claims or liabilities that may be made against him by reason of
11 having received such payments only to the extent of such
12 credit.

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

23 2. Nothing contained in this Act shall be construed to
24 give the employer or the insurance carrier the right to credit
25 for any benefits or payments received by the employee other
26 than compensation payments provided by this Act, and where the

1 employee receives payments other than compensation payments,
2 whether as full or partial salary, group insurance benefits,
3 bonuses, annuities or any other payments, the employer or
4 insurance carrier shall receive credit for each such payment
5 only to the extent of the compensation that would have been
6 payable during the period covered by such payment.

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

15 (Source: P.A. 103-721, eff. 1-1-25.)

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

17 Sec. 16. The Commission shall make and publish procedural
18 rules and orders for carrying out the duties imposed upon it by
19 law and for determining the extent of disability sustained,
20 which rules and orders shall be deemed prima facie reasonable
21 and valid.

22 The process and procedure before the Commission shall be
23 as simple and summary as reasonably may be.

24 The Commission upon application of either party may issue
25 *dedimus potestatem* directed to a commissioner, notary public,

1 justice of the peace or any other officer authorized by law to
2 administer oaths, to take the depositions of such witness or
3 witnesses as may be necessary in the judgment of such
4 applicant. The non-prevailing party is responsible for any
5 costs incurred in deposing a medical practitioner. Such
6 dedimus potestatem may issue to any of the officers aforesaid
7 in any state or territory of the United States. When the
8 deposition of any witness resident of a foreign country is
9 desired to be taken, the dedimus shall be directed to and the
10 deposition taken before a consul, vice consul or other
11 authorized representative of the government of the United
12 States of America, whose station is in the country where the
13 witness whose deposition is to be taken resides. In countries
14 where the government of the United States has no consul or
15 other diplomatic representative, then depositions in such case
16 shall be taken through the appropriate judicial authority of
17 that country; or where treaties provide for other methods of
18 taking depositions, then the same may be taken as in such
19 treaties provided. The Commission shall have the power to
20 adopt necessary rules to govern the issue of such dedimus
21 potestatem.

22 The Commission, or any member thereof, or any Arbitrator
23 designated by the Commission shall have the power to
24 administer oaths, subpoena and examine witnesses; to issue
25 subpoenas duces tecum, requiring the production of such books,
26 papers, records and documents as may be evidence of any matter

1 under inquiry and to examine and inspect the same and such
2 places or premises as may relate to the question in dispute.
3 The Commission, or any member thereof, or any Arbitrator
4 designated by the Commission, shall on written request of
5 either party to the dispute, issue subpoenas for the
6 attendance of such witnesses and production of such books,
7 papers, records and documents as shall be designated in the
8 applications, and the parties applying for such subpoena shall
9 advance the officer and witness fees provided for in civil
10 actions pending in circuit courts of this State, except as
11 otherwise provided by Section 20 of this Act. Service of such
12 subpoena shall be made by any sheriff or other person. In case
13 any person refuses to comply with an order of the Commission or
14 subpoenas issued by it or by any member thereof, or any
15 Arbitrator designated by the Commission or to permit an
16 inspection of places or premises, or to produce any books,
17 papers, records or documents, or any witness refuses to
18 testify to any matters regarding which he or she may be
19 lawfully interrogated, the Circuit Court of the county in
20 which the hearing or matter is pending, on application of any
21 member of the Commission or any Arbitrator designated by the
22 Commission, shall compel obedience by attachment proceedings,
23 as for contempt, as in a case of disobedience of the
24 requirements of a subpoena from such court on a refusal to
25 testify therein.

26 The records, reports, and bills kept by a treating

1 hospital, treating physician, or other treating healthcare
2 provider that renders treatment to the employee as a result of
3 accidental injuries in question, certified to as true and
4 correct by the hospital, physician, or other healthcare
5 provider or by designated agents of the hospital, physician,
6 or other healthcare provider, showing the medical and surgical
7 treatment given an injured employee by such hospital,
8 physician, or other healthcare provider, shall be admissible
9 without any further proof as evidence of the medical and
10 surgical matters stated therein, but shall not be conclusive
11 proof of such matters. There shall be a rebuttable presumption
12 that any such records, reports, and bills received in response
13 to Commission subpoena are certified to be true and correct.
14 This paragraph does not restrict, limit, or prevent the
15 admissibility of records, reports, or bills that are otherwise
16 admissible. This provision does not apply to reports prepared
17 by treating providers for use in litigation.

18 The Commission at its expense shall provide an official
19 court reporter to take the testimony and record of proceedings
20 at the hearings before an Arbitrator or the Commission, who
21 shall furnish a transcript of such testimony or proceedings to
22 either party requesting it, upon payment therefor at the rate
23 of \$1.00 per page for the original and 35 cents per page for
24 each copy of such transcript. Payment for photostatic copies
25 of exhibits shall be extra. If the Commission has determined,
26 as provided in Section 20 of this Act, that the employee is a

1 poor person, a transcript of such testimony and proceedings,
2 including photostatic copies of exhibits, shall be furnished
3 to such employee at the Commission's expense.

4 The Commission shall have the power to determine the
5 reasonableness and fix the amount of any fee of compensation
6 charged by any person, including attorneys, physicians,
7 surgeons and hospitals, for any service performed in
8 connection with this Act, or for which payment is to be made
9 under this Act or rendered in securing any right under this
10 Act.

11 Whenever the Commission shall find that the employer, his
12 or her agent, service company or insurance carrier has been
13 guilty of delay or unfairness towards an employee in the
14 adjustment, settlement or payment of benefits due such
15 employee within the purview of the provisions of paragraph (c)
16 of Section 4 of this Act; or has been guilty of unreasonable or
17 vexatious delay, intentional under-payment of compensation
18 benefits, or has engaged in frivolous defenses which do not
19 present a real controversy, within the purview of the
20 provisions of paragraph (k) of Section 19 of this Act, the
21 Commission shall ~~may~~ assess all or any part of the attorney's
22 fees and costs against such employer and his or her insurance
23 carrier.

24 (Source: P.A. 94-277, eff. 7-20-05.)

25 (820 ILCS 305/16a) (from Ch. 48, par. 138.16a)

1 Sec. 16a. (A) In the establishment or approval of
2 attorney's fees in relation to claims brought under this Act,
3 the Commission shall be guided by the provisions of this
4 Section and by the legislative intent, hereby declared, to
5 encourage settlement and prompt administrative handling of
6 such claims and thereby reduce expenses to claimants for
7 compensation under this Act.

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

26 (C) All attorneys' fees in connection with the initial or

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

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

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

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

- 22 (1) the death of the employee; or
23 (2) a statutory permanent disability; or
24 (3) the amputation of a finger, toe, or member; or
25 (4) the removal of a testicle; or
26 (5) the enucleation of or 100% loss of vision of an

1 eye;

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

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

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

10 (2) a skull fracture; or

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

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

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

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

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

25 (I) All attorneys' fees for representation of an employee
26 or his dependents shall be the responsibility of the

1 ~~non-prevailing employer only recoverable from compensation~~
2 ~~actually paid to such employee or dependents.~~

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

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

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

1 shall be deemed to be a notice under the provisions of this
2 Act if given within the time required herein.

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

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

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

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

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

26 Whether the employee is working or not, if the employee is

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

1 party shall be entitled to an expedited hearing when the
2 employee has returned to work and the sole issue in dispute
3 amounts to less than 12 weeks of unpaid compensation pursuant
4 to paragraph (b) of Section 8.

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

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

1 determined to be liable for coverage for the injury in issue
2 shall reimburse any insurance carrier, private self-insured,
3 or group workers' compensation pool that has paid benefits to
4 or on behalf of petitioner for the injury.

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

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

- 18 (i) the date and approximate time of accident;
19 (ii) the approximate location of the accident;
20 (iii) a description of the accident;
21 (iv) the nature of the injury incurred by the
22 employee;
23 (v) the identity of the person, if known, to whom the
24 accident was reported and the date on which it was
25 reported;
26 (vi) the name and title of the person, if known,

1 representing the employer with whom the employee conferred
2 in any effort to obtain compensation pursuant to paragraph
3 (b) of Section 8 of this Act or medical, surgical or
4 hospital services pursuant to paragraph (a) of Section 8
5 of this Act and the date of such conference;

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

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

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

21 (x) a copy of a signed report by a medical
22 practitioner, relating to the employee's current inability
23 to return to work because of the injuries incurred as a
24 result of the accident or such other documents or
25 affidavits which show that the employee is entitled to
26 receive compensation pursuant to paragraph (b) of Section

1 8 of this Act or medical, surgical or hospital services
2 pursuant to paragraph (a) of Section 8 of this Act. Such
3 reports, documents or affidavits shall state, if possible,
4 the history of the accident given by the employee, and
5 describe the injury and medical diagnosis, the medical
6 services for such injury which the employee has received
7 and is receiving, the physical activities which the
8 employee cannot currently perform as a result of any
9 impairment or disability due to such injury, and the
10 prognosis for recovery;

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

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

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

22 Fifteen days after receipt by the employer of the petition
23 with the required information the employee may file said
24 petition and required information and shall serve notice of
25 the filing upon the employer. The employer may file a motion
26 addressed to the sufficiency of the petition. If an objection

1 has been filed to the sufficiency of the petition, the
2 arbitrator shall rule on the objection within 2 working days.
3 If such an objection is filed, the time for filing the final
4 decision of the Commission as provided in this paragraph shall
5 be tolled until the arbitrator has determined that the
6 petition is sufficient.

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

24 Any employer who does not timely file and serve a written
25 response without good cause may not introduce any evidence to
26 dispute any claim of the employee but may cross examine the

1 employee or any witness brought by the employee and otherwise
2 be heard.

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

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

21 All service required pursuant to this paragraph (b-1) must
22 be by personal service or by certified mail and with evidence
23 of receipt. In addition for the purposes of this paragraph,
24 all service on the employer must be at the premises where the
25 accident occurred if the premises are owned or operated by the
26 employer. Otherwise service must be at the employee's

1 principal place of employment by the employer. If service on
2 the employer is not possible at either of the above, then
3 service shall be at the employer's principal place of
4 business. After initial service in each case, service shall be
5 made on the employer's attorney or designated representative.

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

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

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

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

26 (5) The examination shall be made, and the physician or

1 physicians, if called, shall testify, without cost to the
2 parties. The Commission shall determine the compensation and
3 the pay of the physician or physicians. The compensation for
4 this service shall not exceed the usual and customary amount
5 for such service.

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

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

24 (e) This paragraph shall apply to all hearings before the
25 Commission. Such hearings may be held in its office or
26 elsewhere as the Commission may deem advisable. The taking of

1 testimony on such hearings may be had before any member of the
2 Commission. If a petition for review and agreed statement of
3 facts or transcript of evidence is filed, as provided herein,
4 the Commission shall promptly review the decision of the
5 Arbitrator and all questions of law or fact which appear from
6 the statement of facts or transcript of evidence.

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

20 In the event either party requests oral argument, such
21 argument shall be had before a panel of 3 members of the
22 Commission (or before all available members pursuant to the
23 determination of 7 members of the Commission that such
24 argument be held before all available members of the
25 Commission) pursuant to the rules and regulations of the
26 Commission. A panel of 3 members, which shall be comprised of

1 not more than one representative citizen of the employing
2 class and not more than one representative from a labor
3 organization recognized under the National Labor Relations Act
4 or an attorney who has represented labor organizations or has
5 represented employees in workers' compensation cases, shall
6 hear the argument; provided that if all the issues in dispute
7 are solely the nature and extent of the permanent partial
8 disability, if any, a majority of the panel may deny the
9 request for such argument and such argument shall not be held;
10 and provided further that 7 members of the Commission may
11 determine that the argument be held before all available
12 members of the Commission. A decision of the Commission shall
13 be approved by a majority of Commissioners present at such
14 hearing if any; provided, if no such hearing is held, a
15 decision of the Commission shall be approved by a majority of a
16 panel of 3 members of the Commission as described in this
17 Section. The Commission shall give 10 days' notice to the
18 parties or their attorneys of the time and place of such taking
19 of testimony and of such argument.

20 In any case the Commission in its decision may find
21 specially upon any question or questions of law or fact which
22 shall be submitted in writing by either party whether ultimate
23 or otherwise; provided that on issues other than nature and
24 extent of the disability, if any, the Commission in its
25 decision shall find specially upon any question or questions
26 of law or fact, whether ultimate or otherwise, which are

1 submitted in writing by either party; provided further that
2 not more than 5 such questions may be submitted by either
3 party. Any party may, within 20 days after receipt of notice of
4 the Commission's decision, or within such further time, not
5 exceeding 30 days, as the Commission may grant, file with the
6 Commission either an agreed statement of the facts appearing
7 upon the hearing, or, if such party shall so elect, a correct
8 transcript of evidence of the additional proceedings presented
9 before the Commission, in which report the party may embody a
10 correct statement of such other proceedings in the case as
11 such party may desire to have reviewed, such statement of
12 facts or transcript of evidence to be authenticated by the
13 signature of the parties or their attorneys, and in the event
14 that they do not agree, then the authentication of such
15 transcript of evidence shall be by the signature of any member
16 of the Commission.

17 If a reporter does not for any reason furnish a transcript
18 of the proceedings before the Arbitrator in any case for use on
19 a hearing for review before the Commission, within the
20 limitations of time as fixed in this Section, the Commission
21 may, in its discretion, order a trial de novo before the
22 Commission in such case upon application of either party. The
23 applications for adjustment of claim and other documents in
24 the nature of pleadings filed by either party, together with
25 the decisions of the Arbitrator and of the Commission and the
26 statement of facts or transcript of evidence hereinbefore

1 provided for in paragraphs (b) and (c) shall be the record of
2 the proceedings of the Commission, and shall be subject to
3 review as hereinafter provided.

4 At the request of either party or on its own motion, the
5 Commission shall set forth in writing the reasons for the
6 decision, including findings of fact and conclusions of law
7 separately stated. The Commission shall by rule adopt a format
8 for written decisions for the Commission and arbitrators. The
9 written decisions shall be concise and shall succinctly state
10 the facts and reasons for the decision. The Commission may
11 adopt in whole or in part, the decision of the arbitrator as
12 the decision of the Commission. When the Commission does so
13 adopt the decision of the arbitrator, it shall do so by order.
14 Whenever the Commission adopts part of the arbitrator's
15 decision, but not all, it shall include in the order the
16 reasons for not adopting all of the arbitrator's decision.
17 When a majority of a panel, after deliberation, has arrived at
18 its decision, the decision shall be filed as provided in this
19 Section without unnecessary delay, and without regard to the
20 fact that a member of the panel has expressed an intention to
21 dissent. Any member of the panel may file a dissent. Any
22 dissent shall be filed no later than 10 days after the decision
23 of the majority has been filed.

24 Decisions rendered by the Commission and dissents, if any,
25 shall be published together by the Commission. The conclusions
26 of law set out in such decisions shall be regarded as

1 precedents by arbitrators for the purpose of achieving a more
2 uniform administration of this Act.

3 (f) The decision of the Commission acting within its
4 powers, according to the provisions of paragraph (d) of
5 Section 4 and paragraph (e) of this Section shall, in the
6 absence of fraud, be conclusive unless reviewed as in this
7 paragraph hereinafter provided. However, the Arbitrator or the
8 Commission may on his or its own motion, or on the motion of
9 either party, correct any clerical error or errors in
10 computation within 15 days after the date of receipt of any
11 award by such Arbitrator or any decision on review of the
12 Commission and shall have the power to recall the original
13 award on arbitration or decision on review, and issue in lieu
14 thereof such corrected award or decision. Where such
15 correction is made the time for review herein specified shall
16 begin to run from the date of the receipt of the corrected
17 award or decision.

18 (1) Except in cases of claims against the State of
19 Illinois other than those claims under Section 18.1, in
20 which case the decision of the Commission shall not be
21 subject to judicial review, the Circuit Court of the
22 county where any of the parties defendant may be found, or
23 if none of the parties defendant can be found in this State
24 then the Circuit Court of the county where the accident
25 occurred, shall by summons to the Commission have power to
26 review all questions of law and fact presented by such

1 record.

2 A proceeding for review shall be commenced within 20
3 days of the receipt of notice of the decision of the
4 Commission. The summons shall be issued by the clerk of
5 such court upon written request returnable on a designated
6 return day, not less than 10 or more than 60 days from the
7 date of issuance thereof, and the written request shall
8 contain the last known address of other parties in
9 interest and their attorneys of record who are to be
10 served by summons. Service upon any member of the
11 Commission or the Secretary or the Assistant Secretary
12 thereof shall be service upon the Commission, and service
13 upon other parties in interest and their attorneys of
14 record shall be by summons, and such service shall be made
15 upon the Commission and other parties in interest by
16 mailing notices of the commencement of the proceedings and
17 the return day of the summons to the office of the
18 Commission and to the last known place of residence of
19 other parties in interest or their attorney or attorneys
20 of record. The clerk of the court issuing the summons
21 shall on the day of issue mail notice of the commencement
22 of the proceedings which shall be done by mailing a copy of
23 the summons to the office of the Commission, and a copy of
24 the summons to the other parties in interest or their
25 attorney or attorneys of record and the clerk of the court
26 shall make certificate that he has so sent said notices in

1 pursuance of this Section, which shall be evidence of
2 service on the Commission and other parties in interest.

3 The Commission shall not be required to certify the
4 record of their proceedings to the Circuit Court, unless
5 the party commencing the proceedings for review in the
6 Circuit Court as above provided, shall file with the
7 Commission notice of intent to file for review in Circuit
8 Court. It shall be the duty of the Commission upon such
9 filing of notice of intent to file for review in the
10 Circuit Court to prepare a true and correct copy of such
11 testimony and a true and correct copy of all other matters
12 contained in such record and certified to by the Secretary
13 or Assistant Secretary thereof. The changes made to this
14 subdivision (f)(1) by this amendatory Act of the 98th
15 General Assembly apply to any Commission decision entered
16 after the effective date of this amendatory Act of the
17 98th General Assembly.

18 No request for a summons may be filed and no summons
19 shall issue unless the party seeking to review the
20 decision of the Commission shall exhibit to the clerk of
21 the Circuit Court proof of filing with the Commission of
22 the notice of the intent to file for review in the Circuit
23 Court or an affidavit of the attorney setting forth that
24 notice of intent to file for review in the Circuit Court
25 has been given in writing to the Secretary or Assistant
26 Secretary of the Commission.

1 (2) No such summons shall issue unless the one against
2 whom the Commission shall have rendered an award for the
3 payment of money shall upon the filing of his written
4 request for such summons file with the clerk of the court a
5 bond conditioned that if he shall not successfully
6 prosecute the review, he will pay the award and the costs
7 of the proceedings in the courts. The amount of the bond
8 shall be fixed by any member of the Commission and the
9 surety or sureties of the bond shall be approved by the
10 clerk of the court. The acceptance of the bond by the clerk
11 of the court shall constitute evidence of his approval of
12 the bond.

13 The following shall not be required to file a bond to
14 secure the payment of the award and the costs of the
15 proceedings in the court to authorize the court to issue
16 such summons:

17 (1) the State Treasurer, for a fund administered
18 by the State Treasurer ex officio against whom the
19 Commission shall have rendered an award for the
20 payment of money; and

21 (2) a county, city, town, township, incorporated
22 village, school district, body politic, or municipal
23 corporation against whom the Commission shall have
24 rendered an award for the payment of money.

25 The court may confirm or set aside the decision of the
26 Commission. If the decision is set aside and the facts

1 found in the proceedings before the Commission are
2 sufficient, the court may enter such decision as is
3 justified by law, or may remand the cause to the
4 Commission for further proceedings and may state the
5 questions requiring further hearing, and give such other
6 instructions as may be proper. If the court affirms the
7 Commission's decision imposing fines on the employer under
8 subsection (d) of Section 4, the court shall enter
9 judgment against the employer in the amount of the fines
10 assessed by the Commission. Appeals shall be taken to the
11 Appellate Court in accordance with Supreme Court Rules
12 22(g) and 303. Appeals shall be taken from the Appellate
13 Court to the Supreme Court in accordance with Supreme
14 Court Rule 315.

15 It shall be the duty of the clerk of any court
16 rendering a decision affecting or affirming an award of
17 the Commission to promptly furnish the Commission with a
18 copy of such decision, without charge.

19 The decision of a majority of the members of the panel
20 of the Commission, shall be considered the decision of the
21 Commission.

22 (g) Except in the case of a claim against the State of
23 Illinois, either party may present a certified copy of the
24 award of the Arbitrator, or a certified copy of the decision of
25 the Commission when the same has become final, when no
26 proceedings for review are pending, providing for the payment

1 of compensation according to this Act, to the Circuit Court of
2 the county in which such accident occurred or either of the
3 parties are residents, whereupon the court shall enter a
4 judgment in accordance therewith. In a case where the employer
5 refuses to pay compensation according to such final award or
6 such final decision upon which such judgment is entered the
7 court shall in entering judgment thereon, tax as costs against
8 him the reasonable costs and attorney fees in the arbitration
9 proceedings and in the court entering the judgment for the
10 person in whose favor the judgment is entered, which judgment
11 and costs taxed as therein provided shall, until and unless
12 set aside, have the same effect as though duly entered in an
13 action duly tried and determined by the court, and shall with
14 like effect, be entered and docketed. The Circuit Court shall
15 have power at any time upon application to make any such
16 judgment conform to any modification required by any
17 subsequent decision of the Supreme Court upon appeal, or as
18 the result of any subsequent proceedings for review, as
19 provided in this Act.

20 Judgment shall not be entered until 15 days' notice of the
21 time and place of the application for the entry of judgment
22 shall be served upon the employer by filing such notice with
23 the Commission, which Commission shall, in case it has on file
24 the address of the employer or the name and address of its
25 agent upon whom notices may be served, immediately send a copy
26 of the notice to the employer or such designated agent.

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

7 However, as to accidents occurring subsequent to July 1,
8 1955, which are covered by any agreement or award under this
9 Act providing for compensation in installments made as a
10 result of such accident, such agreement or award may at any
11 time within 30 months, or 60 months in the case of an award
12 under Section 8(d)1, after such agreement or award be reviewed
13 by the Commission at the request of either the employer or the
14 employee on the ground that the disability of the employee has
15 subsequently recurred, increased, diminished or ended.

16 On such review, compensation payments may be
17 re-established, increased, diminished or ended. The Commission
18 shall give 15 days' notice to the parties of the hearing for
19 review. Any employee, upon any petition for such review being
20 filed by the employer, shall be entitled to one day's notice
21 for each 100 miles necessary to be traveled by him in attending
22 the hearing of the Commission upon the petition, and 3 days in
23 addition thereto. Such employee shall, at the discretion of
24 the Commission, also be entitled to 5 cents per mile
25 necessarily traveled by him within the State of Illinois in
26 attending such hearing, not to exceed a distance of 300 miles,

1 to be taxed by the Commission as costs and deposited with the
2 petition of the employer.

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

7 (i) Each party, upon taking any proceedings or steps
8 whatsoever before any Arbitrator, Commission or court, shall
9 file with the Commission his address, or the name and address
10 of any agent upon whom all notices to be given to such party
11 shall be served, either personally or by registered mail,
12 addressed to such party or agent at the last address so filed
13 with the Commission. In the event such party has not filed his
14 address, or the name and address of an agent as above provided,
15 service of any notice may be had by filing such notice with the
16 Commission.

17 (j) Whenever in any proceeding testimony has been taken or
18 a final decision has been rendered and after the taking of such
19 testimony or after such decision has become final, the injured
20 employee dies, then in any subsequent proceedings brought by
21 the personal representative or beneficiaries of the deceased
22 employee, such testimony in the former proceeding may be
23 introduced with the same force and effect as though the
24 witness having so testified were present in person in such
25 subsequent proceedings and such final decision, if any, shall
26 be taken as final adjudication of any of the issues which are

1 the same in both proceedings.

2 (k) In case where there has been any unreasonable or
3 vexatious delay of payment or intentional underpayment of
4 compensation, or proceedings have been instituted or carried
5 on by the one liable to pay the compensation, which do not
6 present a real controversy, but are merely frivolous or for
7 delay, then the Commission may award compensation additional
8 to that otherwise payable under this Act equal to 50% of the
9 amount payable at the time of such award. Failure to pay
10 compensation in accordance with the provisions of Section 8,
11 paragraph (b) of this Act, shall be considered unreasonable
12 delay.

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

17 (l) If the employee has made written demand for payment of
18 benefits under Section 8(a) or Section 8(b), the employer
19 shall have 14 days after receipt of the demand to set forth in
20 writing the reason for the delay. In the case of demand for
21 payment of medical benefits under Section 8(a), the time for
22 the employer to respond shall not commence until the
23 expiration of the allotted 30 days specified under Section
24 8.2(d). In case the employer or his or her insurance carrier
25 shall without good and just cause fail, neglect, refuse, or
26 unreasonably delay the payment of benefits under Section 8(a)

1 or Section 8(b), the Arbitrator or the Commission shall allow
2 to the employee additional compensation in the sum of \$30 per
3 day for each day that the benefits under Section 8(a) or
4 Section 8(b) have been so withheld or refused, not to exceed
5 \$10,000. A delay in payment of 14 days or more shall create a
6 rebuttable presumption of unreasonable delay.

7 (m) If the commission finds that an accidental injury was
8 directly and proximately caused by the employer's wilful
9 violation of a health and safety standard under the Health and
10 Safety Act or the Occupational Safety and Health Act in force
11 at the time of the accident, the arbitrator or the Commission
12 shall allow to the injured employee or his dependents, as the
13 case may be, additional compensation equal to 25% of the
14 amount which otherwise would be payable under the provisions
15 of this Act exclusive of this paragraph. The additional
16 compensation herein provided shall be allowed by an
17 appropriate increase in the applicable weekly compensation
18 rate.

19 (n) After June 30, 1984, decisions of the Illinois
20 Workers' Compensation Commission reviewing an award of an
21 arbitrator of the Commission shall draw interest at a rate
22 equal to the yield on indebtedness issued by the United States
23 Government with a 26-week maturity next previously auctioned
24 on the day on which the decision is filed. Said rate of
25 interest shall be set forth in the Arbitrator's Decision.
26 Interest shall be drawn from the date of the arbitrator's

1 award on all accrued compensation due the employee through the
2 day prior to the date of payments. However, when an employee
3 appeals an award of an Arbitrator or the Commission, and the
4 appeal results in no change or a decrease in the award,
5 interest shall not further accrue from the date of such
6 appeal.

7 The employer or his insurance carrier may tender the
8 payments due under the award to stop the further accrual of
9 interest on such award notwithstanding the prosecution by
10 either party of review, certiorari, appeal to the Supreme
11 Court or other steps to reverse, vacate or modify the award.

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

21 The insured employer may challenge, in proceeding before
22 the Commission, payments made by the insurer without
23 arbitration and payments made after a case is determined to be
24 noncompensable. If the Commission finds that the case was not
25 compensable, the insurer shall purge its records as to that
26 employer of any loss or expense associated with the claim,

1 reimburse the employer for attorneys' fees arising from the
2 challenge and for any payment required of the employer to the
3 Rate Adjustment Fund or the Second Injury Fund, and may not
4 reflect the loss or expense for rate making purposes. The
5 employee shall not be required to refund the challenged
6 payment. The decision of the Commission may be reviewed in the
7 same manner as in arbitrated cases. No challenge may be
8 initiated under this paragraph more than 3 years after the
9 payment is made. An employer may waive the right of challenge
10 under this paragraph on a case by case basis.

11 (p) After filing an application for adjustment of claim
12 but prior to the hearing on arbitration the parties may
13 voluntarily agree to submit such application for adjustment of
14 claim for decision by an arbitrator under this subsection (p)
15 where such application for adjustment of claim raises only a
16 dispute over temporary total disability, permanent partial
17 disability or medical expenses. Such agreement shall be in
18 writing in such form as provided by the Commission.
19 Applications for adjustment of claim submitted for decision by
20 an arbitrator under this subsection (p) shall proceed
21 according to rule as established by the Commission. The
22 Commission shall promulgate rules including, but not limited
23 to, rules to ensure that the parties are adequately informed
24 of their rights under this subsection (p) and of the voluntary
25 nature of proceedings under this subsection (p). The findings
26 of fact made by an arbitrator acting within his or her powers

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

24 (q) Within 60 days after receipt of service of notice of
25 preliminary proceedings before an Arbitrator, an employer
26 shall disclose documents sufficient to calculate a

1 petitioner's average weekly wage.

2 (Source: P.A. 102-775, eff. 5-13-22; 103-590, eff. 6-5-24.)