

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

JOANN GOCHETT,

Claimant,

vs.

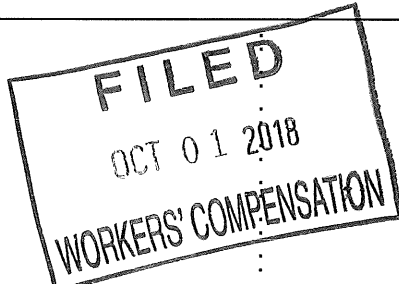
BICKFORD SENIOR LIVING,

Employer,

and

CHURCH MUTUAL INSURANCE CO.,

Insurance Carrier,
Defendants.



File No. 5062267

ORDER NUNC PRO TUNC

On September 24, 2018 an arbitration decision was issued.

On September 28, 2018 defendants filed a motion for a Nunc Pro Tunc Order. Defendants' motion is granted.

The phrase, "nunc pro tunc" means "now for then." See: Black's Law Dictionary, page 1218 (Revised 4th Edition 1968). The definition in Black's Law Dictionary further provides: "A phrase applied to acts allowed to be done after the time when they should be done, with a retroactive effect, i.e. with the same effect as if regularly done." Black's at 1218. A nunc pro tunc order "is not for the purpose of correcting judicial thinking, a judicial conclusion, or a mistake of law." Headley v. Headley, 172 N.W.2d 104, 108 (Iowa 1969). The nunc pro tunc order can be employed to correct obvious errors or to make an order conform to the judge's original intent. Graber v. Dist. Court for Washington Cty., 410 N.W.2d 224, 229 (Iowa 1987). Brinson v. Spee Dee Delivery Service, No. 8-754/06-2074 (Iowa App. November 13, 2008) (Iowa App., 2008).

The Order section of the arbitration decision incorrectly listed the dates for healing period benefits as;

"Defendants shall pay claimant healing period benefits from July 22, 2017 through July 29, 2017 at the weekly rate of three hundred eight and 25/100 dollars (\$308.25)."

The Conclusion of Law section of the arbitration portion of the arbitration decision correctly identifies the dates claimant is entitled to healing period benefits as July 22, 2016 through July 29, 2016. (Arbitration Decision, page 13)

The Order portion of the decision was a scrivener's error.

The Order portion of the arbitration decision with the incorrect dates is stricken.


~~Defendants shall pay claimant healing period benefits from July 22, 2017 through July 29, 2017 at the weekly rate of three hundred eight and 25/100 dollars (\$308.25).~~

The arbitration decision in the Order section is amended to read;

Defendants shall pay claimant healing period benefits from July 22, 2016 through July 29, 2016 at the weekly rate of three hundred eight and 25/100 dollars (\$308.25).

WHEREFORE, the September 24, 2018 arbitration decision is modified as set forth above.

Signed and filed this 1st day of October, 2018.


JAMES F. ELLIOTT
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

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