

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

MICHAEL GINDER,

Claimant,

vs.

STUEVE CONSTRUCTION COMPANY,

Employer,

and

TRANSPORTATION INSURANCE
COMPANY,

Insurance Carrier,
Defendants.

FILED

NOV 01 2016

WORKERS COMPENSATION

File Nos. 5051846
5051847
5051848

RULING ON REQUEST

FOR REHEARING

On September 27, 2016, the undersigned issued a proposed arbitration decision in the above-captioned matter. On October 5, 2016, defendants filed a motion for rehearing, requesting clarification on two points: the extent of defendants' credit for wages paid and identification coverage periods and a third party administrator. Claimant filed a timely response on October 10, 2016. The motion is considered.

With respect to the first basis for rehearing, defendants request I issue an order clarifying defendants are to receive credit for wages paid by the employer while claimant was off work. Claimant's response agrees defendants shall receive a credit for the weeks claimant was paid wages up until February 1, 2015.

By the hearing report, the parties entered into the following stipulation:

Claimant agrees that Defendants should receive credit for wages paid while he was off work. See addendum.

(Hearing Report, page 1)

The attached addendum to the hearing report states, in relevant part:

Credits Against Any Award

Defendants contend Claimant's regular weekly salary of \$2,211.53 was continued from the date of the 5/14/13 alleged date of injury through the week ending 6/9/13, and at the weekly salary of \$2,211.54 from the

week ending 6/16/13 through the week ending 1/25/15. Defendants further contend Claimant was paid \$1,769.25 for the week ending 2/1/15. Net pay during these periods that overlaps with periods of TTD claimed by Claimant is set forth in Exhibit H. If the Agency finds Claimant is awarded TTD benefits during the periods sought by Claimant, Defendants claim a credit for salary that was continued.

The extent of defendants' credit, if any, was not presented to the undersigned for consideration in the arbitration proceeding. Asking the undersigned to interpret the language of a stipulation entered into the parties is beyond the scope of a request for rehearing. Accordingly, defendants' request for rehearing is denied with respect to the extent of credit issue.

On the second basis for reconsideration, defendants request I clarify the relevant coverage dates of two insurance carriers and the respective third party administrator. Defendants' request for rehearing is granted. The proposed decision is clarified to reflect that Transportation Insurance Company's coverage period ended on February 4, 2014 and Zurich American Insurance Company began coverage on February 5, 2014. The reference on page 11 of the arbitration decision to a third party administrator is clarified to reflect this entity administered claims for Zurich American Insurance Company and not for Transportation Insurance Company.

THEREFORE, IT IS ORDERED:

Defendants' motion for rehearing is denied in part and granted in part, as set forth in the body of this ruling.

Signed and filed this 1st day of November, 2016.


ERICA J. FITCH
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

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