

ASSEMBLY BILL NO. 200—ASSEMBLYMEMBER KARRIS

PREFILED FEBRUARY 3, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to industrial insurance. (BDR 53-862)

FISCAL NOTE: Effect on Local Government: No. Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to industrial insurance; establishing certain methods which must be used by the Administrator of the Division of Industrial Relations of the Department of Business and Industry to calculate an average monthly prevailing wage; revising provisions to provide for the recalculation of the average monthly prevailing wage of an injured construction worker; requiring the compensation of a construction worker who is injured or disabled or who dies to be based on the greater of the worker’s average monthly wage or average monthly prevailing wage; revising provisions governing the payment in a lump sum for a construction worker with a permanent partial disability; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

- 1 Existing law establishes the Nevada Industrial Insurance Act and the Nevada
- 2 Occupational Diseases Act, which provide for the payment of compensation to
- 3 employees who are injured or disabled or who die as a result of an occupational
- 4 injury or occupational disease. (Chapters 616A-616D and 617 of NRS)
- 5 Existing law provides that compensation for permanent total disability,
- 6 temporary total disability, permanent partial disability and death is based on a
- 7 calculation of the average monthly wage of the injured employee. (NRS 616C.440,
- 8 616C.475, 616C.490, 616C.505) The Administrator of the Division of Industrial
- 9 Relations of the Department of Business and Industry is required to provide by
- 10 regulation for a method of determining average monthly wage, to include, if
- 11 possible, historical wages earned by the injured employee. (NRS 616C.420)
- 12 **Sections 7-9 and 11** of this bill instead require that, in the case of an injured
- 13 employee who is a construction worker, compensation be based on the greater of



14 the employee's average monthly wage or average monthly prevailing wage.
15 **Section 5** of this bill requires the Administrator to provide by regulation for a
16 method of determining average monthly prevailing wage based, if possible, on the
17 historical number of hours worked as a construction worker by an injured
18 construction worker who is a skilled mechanic, skilled worker, semiskilled
19 mechanic, semiskilled worker or unskilled worker and the prevailing wage that is
20 applicable to public works for the region and trade in which the construction
21 worker was employed on the date of the accident or injury, regardless of whether
22 the construction worker was actually employed on a public work.

23 Existing law provides for the recalculation of the average monthly wage of an
24 injured employee under certain circumstances. (NRS 616C.427) **Section 6** of this
25 bill provides for the recalculation of the average monthly prevailing wage under
26 those same circumstances.

27 Existing law: (1) provides that a claimant under the Nevada Industrial
28 Insurance Act may elect to receive payment for a permanent partial disability in a
29 lump sum under certain circumstances; and (2) with certain exceptions, provides
30 that the total lump-sum payment must not be less than one-half the product of the
31 average monthly wage multiplied by the percentage of disability. (NRS 616C.495)
32 **Section 10** of this bill provides that, in the case of an injured construction worker,
33 the total lump-sum payment must not be less than one-half the product of the
34 greater of the average monthly wage or average monthly prevailing wage
35 multiplied by the percentage of disability.

36 **Sections 2 and 3** of this bill define the terms "average monthly prevailing
37 wage" and "construction worker" for the purposes of the Nevada Industrial
38 Insurance Act. **Section 4** of this bill makes a conforming change to indicate the
39 applicability of the definitions in **sections 2 and 3**.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Chapter 616A of NRS is hereby amended by
2 adding thereto the provisions set forth as sections 2 and 3 of this act.

3 **Sec. 2.** *"Average monthly prevailing wage" means the*
4 *prevailing wage as determined in the manner provided in NRS*
5 *338.030, that is applicable to the region and trade in which a*
6 *construction worker who is a skilled mechanic, skilled worker,*
7 *semiskilled mechanic, semiskilled worker or unskilled worker was*
8 *employed on the date of the accident or injury to that construction*
9 *worker for an average number of hours in a month worked by that*
10 *construction worker, as determined pursuant to the method*
11 *established pursuant to section 5 of this act.*

12 **Sec. 3.** *"Construction worker" has the meaning ascribed to it*
13 *in NRS 618.957.*

14 **Sec. 4.** NRS 616A.025 is hereby amended to read as follows:
15 616A.025 As used in chapters 616A to 616D, inclusive, of
16 NRS, unless the context otherwise requires, the words and terms
17 defined in NRS 616A.030 to 616A.360, inclusive, *and sections 2*
18 *and 3 of this act* have the meanings ascribed to them in those
19 sections.



1 **Sec. 5.** Chapter 616C of NRS is hereby amended by adding
2 thereto a new section to read as follows:

3 1. *The Administrator shall provide by regulation for a method*
4 *of determining average monthly prevailing wage.*

5 2. *The method established pursuant to subsection 1 must*
6 *provide that:*

7 (a) *The hourly rate applied to the average number of hours*
8 *worked as a construction worker in a month by an injured*
9 *construction worker who is a skilled mechanic, skilled worker,*
10 *semiskilled mechanic, semiskilled worker or unskilled worker*
11 *must be the prevailing wage, as determined in the manner*
12 *provided in NRS 338.030, that is applicable to the region and trade*
13 *in which that construction worker was employed on the date of the*
14 *accident or injury, regardless of whether the construction worker*
15 *was employed on a public work that is subject to chapter 338 of*
16 *NRS.*

17 (b) *Except as otherwise provided in this subsection, a history*
18 *of hours worked as a construction worker for a period of 12 weeks*
19 *must be used to calculate an average monthly prevailing wage.*

20 (c) *If a 12-week period of hours worked as a construction*
21 *worker is not representative of the average number of hours*
22 *worked as a construction worker in a month by the injured*
23 *employee, hours worked as a construction worker over a period of*
24 *1 year or the full period of employment, if it is less than 1 year,*
25 *may be used. Hours worked as a construction worker over 1 year*
26 *or the full period of employment, if it is less than 1 year, must be*
27 *used if the average monthly prevailing wage would be increased.*

28 (d) *If a construction worker who is injured is a member of a*
29 *labor organization and is regularly employed by referrals from the*
30 *office of that organization, hours worked as a construction worker*
31 *for all employers for a period of 1 year may be used. A period of 1*
32 *year using all the hours worked as a construction worker by the*
33 *injured employee from all his or her employers must be used if the*
34 *average monthly prevailing wage would be increased.*

35 (e) *If information concerning hours worked as a construction*
36 *worker is not available for a period of 12 weeks, hours worked as a*
37 *construction worker may be averaged for the available period, but*
38 *not for a period of less than 4 weeks.*

39 (f) *If information concerning hours worked as a construction*
40 *worker is unavailable for a period of at least 4 weeks, average*
41 *monthly prevailing wage must be projected using the working*
42 *schedule which the injured construction worker was projected to*
43 *work as a construction worker.*

44 (g) *If the methods of determining an average number of hours*
45 *worked as a construction worker pursuant to paragraphs (b) to (f),*



1 *inclusive, cannot be applied reasonably and fairly, an average*
2 *monthly prevailing wage must be calculated by the insurer at 100*
3 *percent of:*

4 (1) *The sum which reasonably represents the average*
5 *monthly prevailing wage of the injured construction worker, as*
6 *defined in regulations adopted pursuant to this section, at the time*
7 *the injury or illness occurs; or*

8 (2) *The amount determined using the prevailing wage, as*
9 *determined in the manner provided in NRS 338.030, that is*
10 *applicable to the region and trade in which the construction*
11 *worker was employed on the date the injury or illness occurs,*
12 *regardless of whether the construction worker was employed on a*
13 *public work that is subject to chapter 338 of NRS, and the*
14 *projected working schedule which the injured construction worker*
15 *was projected to work as a construction worker.*

16 3. *In determining average monthly prevailing wage pursuant*
17 *to subsection 1, the method must include hours worked in*
18 *concurrent employment of the injured construction worker only if*
19 *the concurrent employment is employment by one or more*
20 *employers who are insured for workers' compensation or*
21 *government disability benefits by:*

22 (a) *A private carrier;*

23 (b) *A plan of self-insurance;*

24 (c) *A workers' compensation insurance system operating*
25 *under the laws of any other state or territory of the United States;*
26 *or*

27 (d) *A workers' compensation or disability benefit plan*
28 *provided and administered by the Federal Government or any*
29 *agency thereof.*

30 4. *Except as otherwise provided by subsection 3, concurrent*
31 *employment includes, without limitation, hours worked in:*

32 (a) *Active or reserve duty with or in:*

33 (1) *The Army, Navy, Air Force, Marine Corps or Coast*
34 *Guard of the United States;*

35 (2) *The Merchant Marine; or*

36 (3) *The National Guard; or*

37 (b) *Employment by:*

38 (1) *The Federal Government or any branch or agency*
39 *thereof;*

40 (2) *A state, territorial, county, municipal or local*
41 *government of any state or territory of the United States; or*

42 (3) *A private employer, whether the employment is full-*
43 *time, part-time, temporary, periodic, seasonal or otherwise limited*
44 *in term, or pursuant to contract.*



1 **5. As used in this section, "concurrent employment" means**
2 **work as a construction worker performed by an employee for two**
3 **or more employers during the 1-year period immediately preceding**
4 **the date of injury or the onset of occupational disease.**

5 **Sec. 6.** NRS 616C.427 is hereby amended to read as follows:

6 616C.427 1. Notwithstanding the provisions of subsection 3
7 of NRS 616C.315 and except as otherwise provided in this section,
8 if an injured employee is receiving compensation based on a
9 calculation of the average monthly wage **or average monthly**
10 **prevailing wage** of the injured employee as determined pursuant to
11 the regulations adopted by the Administrator pursuant to NRS
12 616C.420 **[] or section 5 of this act, as applicable,** the injured
13 employee or the employer may request a hearing before a hearing
14 officer pursuant to the provisions of NRS 616C.315 to 616C.385,
15 inclusive, asking for a recalculation of the average monthly wage **or,**
16 **if applicable, the average monthly prevailing wage** of the injured
17 employee.

18 2. The injured employee is entitled to have his or her average
19 monthly wage **or, if applicable, average monthly prevailing wage**
20 recalculated if the injured employee proves by a preponderance of
21 the evidence that the insurer calculated the average monthly wage **or**
22 **average monthly prevailing wage** improperly or incorrectly as a
23 result of:

24 (a) The use of any improper or incorrect information or
25 methodology;

26 (b) The failure to use any proper or correct information or
27 methodology;

28 (c) Any error of law or fact; or

29 (d) Any other error, omission, neglect or wrongful act.

30 3. If the injured employee proves that the insurer calculated his
31 or her average monthly wage **or, if applicable, average monthly**
32 **prevailing wage** improperly or incorrectly, resulting in an
33 underpayment of compensation:

34 (a) The insurer shall:

35 (1) Increase the injured employee's future compensation
36 based on the correct average monthly wage **[] or average monthly**
37 **prevailing wage, as applicable;** and

38 (2) Pay the injured employee a lump sum in an amount equal
39 to the underpayment of compensation for the period during which
40 the insurer was using the incorrect average monthly wage **[] or**
41 **average monthly prevailing wage, as applicable;** and

42 (b) The remedy provided in paragraph (a) is the sole remedy for
43 the underpayment and the insurer is not subject to the imposition of
44 any fine or benefit penalty therefor.



1 4. If the hearing officer determines that the calculation of the
2 average monthly wage *or, if applicable, average monthly*
3 *prevailing wage* resulted in an overpayment of compensation, the
4 insurer may require the injured employee to repay to the insurer an
5 amount equal to the overpayment received by the injured employee
6 during any one 30-day period.

7 5. The average monthly wage *or average monthly prevailing*
8 *wage, as applicable*, of an injured employee may not be challenged
9 by the insurer, the employer or the injured employee after the date
10 on which any portion of an award for permanent partial disability is
11 paid or the claim closes, whichever occurs first.

12 6. The provisions of this section do not apply if the issue of the
13 average monthly wage *or, if applicable, average monthly*
14 *prevailing wage* of the injured employee was previously adjudicated
15 to a final decision in:

16 (a) A hearing before a hearing officer or appeals officer pursuant
17 to the provisions of NRS 616C.315 to 616C.385, inclusive; or

18 (b) Any proceedings for judicial review.

19 **Sec. 7.** NRS 616C.440 is hereby amended to read as follows:

20 616C.440 1. Except as otherwise provided in this section and
21 NRS 616C.175, every employee in the employ of an employer,
22 within the provisions of chapters 616A to 616D, inclusive, of NRS,
23 who is injured by accident arising out of and in the course of
24 employment, or his or her dependents as defined in chapters 616A
25 to 616D, inclusive, of NRS, is entitled to receive the following
26 compensation for permanent total disability:

27 (a) In cases of total disability adjudged to be permanent,
28 compensation per month of 66 2/3 percent of :

29 (1) *Except as otherwise provided in subparagraph (2), the*
30 *average monthly wage [H]; or*

31 (2) *For an injured employee who is a construction worker,*
32 *the greater of the average monthly wage or the average monthly*
33 *prevailing wage.*

34 (b) If there is a previous disability, as the loss of one eye, one
35 hand, one foot or any other previous permanent disability, the
36 percentage of disability for a subsequent injury must be determined
37 by computing the percentage of the entire disability and deducting
38 therefrom the percentage of the previous disability as it existed at
39 the time of the subsequent injury, but such a deduction for a
40 previous award for permanent partial disability must be made in a
41 reasonable manner and must not be more than the total amount
42 which was paid for the previous award for permanent partial
43 disability. The total amount of the allowable deduction includes,
44 without limitation, compensation for a permanent partial disability
45 that was deducted from:



1 (1) Any compensation the employee received for a
2 temporary total disability; or

3 (2) Any other compensation received by the employee.

4 (c) If the character of the injury is such as to render the
5 employee so physically helpless as to require the service of a
6 constant attendant, an additional allowance may be made so long as
7 such requirements continue, but the allowance may not be made
8 while the employee is receiving benefits for care in a hospital or
9 facility for intermediate care pursuant to the provisions of
10 NRS 616C.265.

11 2. Except as otherwise provided in NRS 616B.028 and
12 616B.029, an injured employee or his or her dependents are not
13 entitled to accrue or be paid any benefits for a permanent total
14 disability during the time the injured employee is incarcerated. The
15 injured employee or his or her dependents are entitled to receive
16 those benefits when the injured employee is released from
17 incarceration if the injured employee is certified as permanently
18 totally disabled by a physician or chiropractic physician.

19 3. An employee is entitled to receive compensation for a
20 permanent total disability only so long as the permanent total
21 disability continues to exist. The insurer has the burden of proving
22 that the permanent total disability no longer exists.

23 4. If an injured employee has filed a claim with an insurer
24 pursuant to NRS 617.455, 617.457, 617.485 or 617.487, the insurer
25 may not terminate, suspend, withhold, offset, reduce or otherwise
26 halt, restrict or limit the payment of compensation for a permanent
27 total disability to the injured employee or his or her dependents on
28 the basis that the injured employee earns income.

29 5. If an employee who has received compensation in a lump
30 sum for a permanent partial disability pursuant to NRS 616C.495 is
31 subsequently determined to be permanently and totally disabled, the
32 insurer of the employee's employer shall recover pursuant to this
33 subsection the actual amount of the lump sum paid to the employee
34 for the permanent partial disability. The insurer shall not recover
35 from the employee, whether by deductions or single payment, or a
36 combination of both, more than the actual amount of the lump sum
37 paid to the employee. To recover the actual amount of the lump
38 sum, the insurer shall:

39 (a) Unless the employee submits a request described in
40 paragraph (b), deduct from the compensation for the permanent total
41 disability an amount that is not more than 10 percent of the rate of
42 compensation for a permanent total disability until the actual
43 amount of the lump sum paid to the employee for the permanent
44 partial disability is recovered; or



1 (b) Upon the request of the employee, accept in a single
2 payment from the employee an amount that is equal to the actual
3 amount of the lump sum paid to the employee for the permanent
4 partial disability, less the actual amount of all deductions made to
5 date by the insurer from the employee for repayment of the lump
6 sum.

7 **Sec. 8.** NRS 616C.475 is hereby amended to read as follows:

8 616C.475 1. Except as otherwise provided in this section,
9 NRS 616C.175 and 616C.390, every employee in the employ of an
10 employer, within the provisions of chapters 616A to 616D,
11 inclusive, of NRS, who is injured by accident arising out of and in
12 the course of employment, or his or her dependents, is entitled to
13 receive for the period of temporary total disability, 66 2/3 percent
14 of :

15 (a) *Except as otherwise provided in paragraph (b)*, the average
16 monthly wage ~~is~~; or

17 (b) *For an injured employee who is a construction worker, the*
18 *greater of the average monthly wage or the average monthly*
19 *prevailing wage.*

20 2. Except as otherwise provided in NRS 616B.028 and
21 616B.029, an injured employee or his or her dependents are not
22 entitled to accrue or be paid any benefits for a temporary total
23 disability during the time the injured employee is incarcerated. The
24 injured employee or his or her dependents are entitled to receive
25 such benefits when the injured employee is released from
26 incarceration if the injured employee is certified as temporarily
27 totally disabled by a physician or chiropractic physician.

28 3. If a claim for the period of temporary total disability is
29 allowed, the first payment pursuant to this section must be issued by
30 the insurer within 14 working days after receipt of the initial
31 certification of disability and regularly thereafter.

32 4. Any increase in compensation and benefits effected by the
33 amendment of subsection 1 is not retroactive.

34 5. Payments for a temporary total disability must cease when:

35 (a) A physician or chiropractic physician determines that the
36 employee is physically capable of any gainful employment for
37 which the employee is suited, after giving consideration to the
38 employee's education, training and experience;

39 (b) The employer offers the employee light-duty employment or
40 employment that is modified according to the limitations or
41 restrictions imposed by a physician or chiropractic physician
42 pursuant to subsection 7; or

43 (c) Except as otherwise provided in NRS 616B.028 and
44 616B.029, the employee is incarcerated.



1 6. Each insurer may, with each check that it issues to an injured
2 employee for a temporary total disability, include a form approved
3 by the Division for the injured employee to request continued
4 compensation for the temporary total disability.

5 7. A certification of disability issued by a physician or
6 chiropractic physician must:

7 (a) Include the period of disability and a description of any
8 physical limitations or restrictions imposed upon the work of the
9 employee;

10 (b) Specify whether the limitations or restrictions are permanent
11 or temporary; and

12 (c) Be signed by the treating physician or chiropractic physician
13 authorized pursuant to NRS 616B.527 or appropriately chosen
14 pursuant to subsection 4 or 5 of NRS 616C.090.

15 8. If the certification of disability specifies that the physical
16 limitations or restrictions are temporary, the employer of the
17 employee at the time of the employee's accident may offer
18 temporary, light-duty employment to the employee. If the employer
19 makes such an offer, the employer shall confirm the offer in writing
20 within 10 days after making the offer. The making, acceptance or
21 rejection of an offer of temporary, light-duty employment pursuant
22 to this subsection does not affect the eligibility of the employee to
23 receive vocational rehabilitation services, including compensation,
24 and does not exempt the employer from complying with NRS
25 616C.545 to 616C.575, inclusive, and 616C.590 or the regulations
26 adopted by the Division governing vocational rehabilitation
27 services. Any offer of temporary, light-duty employment made by
28 the employer must specify a position that:

29 (a) Is substantially similar to the employee's position at the time
30 of his or her injury in relation to the location of the employment and
31 the hours the employee is required to work;

32 (b) Provides a gross wage that is:

33 (1) If the position is in the same classification of
34 employment, equal to the gross wage the employee was earning at
35 the time of his or her injury; or

36 (2) If the position is not in the same classification of
37 employment, substantially similar to the gross wage the employee
38 was earning at the time of his or her injury; and

39 (c) Has the same employment benefits as the position of the
40 employee at the time of his or her injury.

41 **Sec. 9.** NRS 616C.490 is hereby amended to read as follows:

42 616C.490 1. Except as otherwise provided in NRS 616C.175,
43 every employee, in the employ of an employer within the provisions
44 of chapters 616A to 616D, inclusive, of NRS, who is injured by an
45 accident arising out of and in the course of employment is entitled to



1 receive the compensation provided for permanent partial disability.
2 As used in this section, “disability” and “impairment of the whole
3 person” are equivalent terms.

4 2. Except as otherwise provided in subsection 3:

5 (a) Within 30 days after receiving from a physician or
6 chiropractic physician a report indicating that the injured employee
7 may have suffered a permanent disability and is stable and ratable,
8 the insurer shall schedule an appointment with the rating physician
9 or chiropractic physician selected pursuant to this subsection to
10 determine the extent of the employee’s disability.

11 (b) Unless the insurer and the injured employee otherwise agree
12 to a rating physician or chiropractic physician:

13 (1) The insurer shall select the rating physician or
14 chiropractic physician from the list of qualified rating physicians
15 and chiropractic physicians designated by the Administrator, to
16 determine the percentage of disability in accordance with the
17 American Medical Association’s Guides to the Evaluation of
18 Permanent Impairment as adopted and supplemented by the
19 Division pursuant to NRS 616C.110.

20 (2) Rating physicians and chiropractic physicians must be
21 selected at random from the list of qualified physicians and
22 chiropractic physicians designated by the Administrator unless the
23 physician or chiropractic physician who is selected is currently an
24 employee of the insurer making the selection, in which case another
25 random selection must be made until a physician or chiropractic
26 physician who is not currently an employee of the insurer is
27 selected.

28 (3) A rating physician or chiropractic physician selected
29 pursuant to subparagraph (1) or (2) may decline the selection if he
30 or she believes he or she does not have the ability to rate the
31 disability at issue.

32 3. Notwithstanding any other provision of law, an injured
33 employee or the legal representative of an injured employee may, at
34 any time, without limitation, request that the Administrator select a
35 rating physician or chiropractic physician from the list of qualified
36 physicians and chiropractic physicians designated by the
37 Administrator. The Administrator, upon receipt of the request, shall
38 immediately select for the injured employee the rating physician or
39 chiropractic physician at random from the list.

40 4. If an insurer contacts a treating physician or chiropractic
41 physician to determine whether an injured employee has suffered a
42 permanent disability, the insurer shall deliver to the treating
43 physician or chiropractic physician that portion or a summary of that
44 portion of the American Medical Association’s Guides to the
45 Evaluation of Permanent Impairment as adopted by the Division



1 pursuant to NRS 616C.110 that is relevant to the type of injury
2 incurred by the employee.

3 5. At the request of the insurer, the injured employee shall,
4 before an evaluation by a rating physician or chiropractic physician
5 is performed, notify the insurer of:

6 (a) Any previous evaluations performed to determine the extent
7 of any of the employee's disabilities; and

8 (b) Any previous injury, disease or condition sustained by the
9 employee which is relevant to the evaluation performed pursuant to
10 this section.

11 ➤ The notice must be on a form approved by the Administrator and
12 provided to the injured employee by the insurer at the time of the
13 insurer's request.

14 6. Unless the regulations adopted pursuant to NRS 616C.110
15 provide otherwise, a rating evaluation must include an evaluation of
16 the loss of motion, sensation and strength of an injured employee
17 if the injury is of a type that might have caused such a loss. Except
18 in the case of claims accepted pursuant to NRS 616C.180, no factors
19 other than the degree of physical impairment of the whole person
20 may be considered in calculating the entitlement to compensation
21 for a permanent partial disability.

22 7. The rating physician or chiropractic physician shall provide
23 the insurer with his or her evaluation of the injured employee. After
24 receiving the evaluation, the insurer shall, within 14 days, provide
25 the employee with a copy of the evaluation and notify the employee:

26 (a) Of the compensation to which the employee is entitled
27 pursuant to this section; or

28 (b) That the employee is not entitled to benefits for permanent
29 partial disability.

30 8. Each 1 percent of impairment of the whole person must be
31 compensated by a monthly payment:

32 (a) Of 0.5 percent of the claimant's average monthly wage for
33 injuries sustained before July 1, 1981;

34 (b) Of 0.6 percent of the claimant's average monthly wage for
35 injuries sustained on or after July 1, 1981, and before June 18, 1993;

36 (c) Of 0.54 percent of the claimant's average monthly wage for
37 injuries sustained on or after June 18, 1993, and before January 1,
38 2000; ~~and~~

39 (d) ~~0.6~~ *Except as otherwise provided in paragraph (e), of 0.6*
40 percent of the claimant's average monthly wage for injuries
41 sustained on or after January 1, 2000 ~~and~~;

42 (e) *For a claimant who is a construction worker, of 0.6 percent*
43 *of the greater of the claimant's average monthly wage or average*
44 *monthly prevailing wage for injuries sustained on or after*
45 *October 1, 2025.*



1 ↳ Compensation must commence on the date of the injury or the
2 day following the termination of temporary disability compensation,
3 if any, whichever is later, and must continue on a monthly basis for
4 5 years or until the claimant is 70 years of age, whichever is later.

5 9. Compensation benefits may be paid annually to claimants
6 who will be receiving less than \$100 a month.

7 10. If there is a previous disability, the percentage of disability
8 for a subsequent injury must be determined pursuant to
9 NRS 616C.099.

10 11. In the event of a dispute over an award of compensation for
11 permanent partial disability, the insurer shall commence making
12 installment payments to the injured employee for that portion of the
13 award that is not in dispute:

14 (a) Not later than the date by which such payment is required
15 pursuant to subsection 8 or 9, as applicable; and

16 (b) Without requiring the injured employee to make an election
17 whether to receive his or her compensation in installment payments
18 or in a lump sum.

19 12. The Division may adopt schedules for rating permanent
20 disabilities resulting from injuries sustained before July 1, 1973, and
21 reasonable regulations to carry out the provisions of this section.

22 13. The increase in compensation and benefits effected by the
23 amendment of this section is not retroactive for accidents which
24 occurred before July 1, 1973.

25 14. This section does not entitle any person to double payments
26 for the death of an employee and a continuation of payments for a
27 permanent partial disability, or to a greater sum in the aggregate
28 than if the injury had been fatal.

29 15. The Administrator shall prepare and publish on the Internet
30 website of the Division an annual report which contains:

31 (a) The name of each rating physician or chiropractic physician
32 who was selected in the immediately preceding year to conduct an
33 evaluation to determine the extent of an employee's disability
34 pursuant to this section; and

35 (b) For each rating physician or chiropractic physician identified
36 pursuant to paragraph (a):

37 (1) The number of times the rating physician or chiropractic
38 physician was selected to conduct an evaluation to determine the
39 extent of an employee's disability; and

40 (2) The number of evaluations that the rating physician or
41 chiropractic physician completed.

42 **Sec. 10.** NRS 616C.495 is hereby amended to read as follows:

43 616C.495 1. Except as otherwise provided in NRS 616C.380,
44 an award for a permanent partial disability may be paid in a lump
45 sum under the following conditions:



1 (a) A claimant injured on or after July 1, 1973, and before
2 July 1, 1981, who incurs a disability that does not exceed 12 percent
3 may elect to receive his or her compensation in a lump sum. A
4 claimant injured on or after July 1, 1981, and before July 1, 1995,
5 who incurs a disability that does not exceed 30 percent may elect to
6 receive his or her compensation in a lump sum.

7 (b) The spouse, or in the absence of a spouse, any dependent
8 child of a deceased claimant injured on or after July 1, 1973, who is
9 not entitled to compensation in accordance with NRS 616C.505, is
10 entitled to a lump sum equal to the present value of the deceased
11 claimant's undisbursed award for a permanent partial disability.

12 (c) Any claimant injured on or after July 1, 1981, and before
13 July 1, 1995, who incurs a disability that exceeds 30 percent may
14 elect to receive his or her compensation in a lump sum equal to the
15 present value of an award for a disability of 30 percent. If the
16 claimant elects to receive compensation pursuant to this paragraph,
17 the insurer shall pay in installments to the claimant that portion of
18 the claimant's disability in excess of 30 percent.

19 (d) Any claimant injured on or after July 1, 1995, and before
20 January 1, 2016, who incurs a disability that:

21 (1) Does not exceed 25 percent may elect to receive his or
22 her compensation in a lump sum.

23 (2) Exceeds 25 percent may:

24 (I) Elect to receive his or her compensation in a lump sum
25 equal to the present value of an award for a disability of 25 percent.
26 If the claimant elects to receive compensation pursuant to this sub-
27 subparagraph, the insurer shall pay in installments to the claimant
28 that portion of the claimant's disability in excess of 25 percent.

29 (II) To the extent that the insurer has offered to provide
30 compensation in a lump sum up to the present value of an award for
31 disability of 30 percent, elect to receive his or her compensation in a
32 lump sum up to the present value of an award for a disability of 30
33 percent. If the claimant elects to receive compensation pursuant to
34 this sub-subparagraph, the insurer shall pay in installments to the
35 claimant that portion of the claimant's disability in excess of 30
36 percent.

37 (e) Any claimant injured on or after January 1, 2016, and before
38 July 1, 2017, who incurs a disability that:

39 (1) Does not exceed 30 percent may elect to receive his or
40 her compensation in a lump sum.

41 (2) Exceeds 30 percent may elect to receive his or her
42 compensation in a lump sum equal to the present value of an award
43 for a disability of 30 percent. If the claimant elects to receive
44 compensation pursuant to this subparagraph, the insurer shall pay in



1 installments to the claimant that portion of the claimant's disability
2 in excess of 30 percent.

3 (f) Any claimant injured on or after July 1, 2017, who incurs a
4 disability that:

5 (1) Does not exceed 30 percent may elect to receive his or
6 her compensation in a lump sum.

7 (2) Exceeds 30 percent may elect to receive his or her
8 compensation in a lump sum equal to the present value of an award
9 for a disability of up to 30 percent. If the claimant elects to receive
10 compensation pursuant to this subparagraph, the insurer shall pay in
11 installments to the claimant that portion of the claimant's disability
12 in excess of 30 percent.

13 (g) If the permanent partial disability rating of a claimant
14 seeking compensation pursuant to this section would, when
15 combined with any previous permanent partial disability rating of
16 the claimant that resulted in an award of benefits to the claimant,
17 result in the claimant having a total permanent partial disability
18 rating in excess of 100 percent, the claimant's disability rating upon
19 which compensation is calculated must be reduced by such
20 percentage as required to limit the total permanent partial disability
21 rating of the claimant for all injuries to not more than 100 percent.

22 2. If the claimant elects to receive his or her payment for a
23 permanent partial disability in a lump sum pursuant to subsection 1,
24 all of the claimant's benefits for compensation terminate. Except as
25 otherwise provided in paragraph (d), the claimant's acceptance of
26 that payment constitutes a final settlement of all factual and legal
27 issues in the case. By so accepting the claimant waives all of his or
28 her rights regarding the claim, including the right to appeal from the
29 closure of the case or the percentage of his or her disability, except:

30 (a) The right of the claimant to:

31 (1) Reopen his or her claim in accordance with the
32 provisions of NRS 616C.390; or

33 (2) Have his or her claim considered by his or her insurer
34 pursuant to NRS 616C.392;

35 (b) Any counseling, training or other rehabilitative services
36 provided by the insurer;

37 (c) The right of the claimant to receive a benefit penalty in
38 accordance with NRS 616D.120; and

39 (d) The right of the claimant to conclude or resolve any
40 contested matter which is pending at the time that the claimant
41 executes his or her election to receive his or her payment for a
42 permanent partial disability in a lump sum. The provisions of this
43 paragraph do not apply to:

44 (1) The scope of the claim;

45 (2) The claimant's stable and ratable status; and



1 (3) The claimant's average monthly wage ~~is~~ **or, if**
2 **applicable, average monthly prevailing wage.**

3 3. The claimant, when he or she demands payment in a lump
4 sum pursuant to subsection 2, must be provided with a written
5 notice which prominently displays a statement describing the effects
6 of accepting payment in a lump sum of an entire permanent partial
7 disability award, any portion of such an award or any uncontested
8 portion of such an award, and that the claimant has 20 days after the
9 mailing or personal delivery of the notice within which to retract or
10 reaffirm the demand, before payment may be made and the
11 claimant's election becomes final.

12 4. Any lump-sum payment which has been paid on a claim
13 incurred on or after July 1, 1973, must be supplemented if necessary
14 to conform to the provisions of this section.

15 5. Except as otherwise provided in this subsection, the total
16 lump-sum payment for disablement must not be less than one-half
17 the product of the average monthly wage multiplied by the
18 percentage of disability. **In the case of a claimant who is a**
19 **construction worker, the total lump-sum payment for disablement**
20 **must not be less than one-half the product of the greater of the**
21 **average monthly wage or average monthly prevailing wage**
22 **multiplied by the percentage of disability.** If the claimant received
23 compensation in installment payments for his or her permanent
24 partial disability before electing to receive payment for that
25 disability in a lump sum, the lump-sum payment must be calculated
26 for the remaining payment of compensation.

27 6. The lump sum payable must be equal to the present value of
28 the compensation awarded, less any advance payment or lump sum
29 previously paid. The present value must be calculated using monthly
30 payments in the amounts prescribed in subsection 8 of NRS
31 616C.490 and actuarial annuity tables adopted by the Division. The
32 tables must be reviewed annually by a consulting actuary and must
33 be adjusted accordingly on July 1 of each year by the Division
34 using:

35 (a) The most recent unisex "Static Mortality Tables for Defined
36 Benefit Pension Plans" published by the Internal Revenue Service;
37 and

38 (b) The average 30-Year Treasury Constant Maturity Rate for
39 March of the current year as reported by the Board of Governors of
40 the Federal Reserve System.

41 7. To calculate the present value of a lump sum payable to a
42 claimant, the insurer shall use the actuarial annuity tables adopted
43 by the Division that are in effect on the date on which the claimant
44 elects payment in a lump sum.



1 8. If a claimant would receive more money by electing to
2 receive compensation in a lump sum than the claimant would if he
3 or she receives installment payments, the claimant may elect to
4 receive the lump-sum payment.

5 **Sec. 11.** NRS 616C.505 is hereby amended to read as follows:

6 616C.505 If an injury by accident arising out of and in the
7 course of employment causes the death of an employee in the
8 employ of an employer, within the provisions of chapters 616A to
9 616D, inclusive, of NRS, the compensation is known as a death
10 benefit and is payable as follows:

11 1. In addition to any other compensation payable pursuant to
12 chapters 616A to 616D, inclusive, of NRS, burial expenses are
13 payable in an amount not to exceed \$10,000, plus the cost of
14 transporting the remains of the deceased employee. When the
15 remains of the deceased employee and the person accompanying the
16 remains are to be transported to a mortuary or mortuaries, the charge
17 of transportation must be borne by the insurer.

18 2. Except as otherwise provided in subsection 3, to the
19 surviving spouse of the deceased employee, 66 2/3 percent of :

20 *(a) Except as otherwise provided in paragraph (b), the average*
21 *monthly wage ; or*

22 *(b) If the deceased employee was a construction worker, the*
23 *greater of the average monthly wage or average monthly*
24 *prevailing wage,*

25 *↪ is payable until the death of the surviving spouse.*

26 3. If there is a surviving spouse and any surviving children of
27 the deceased employee who are not the children of the surviving
28 spouse, the compensation otherwise payable pursuant to subsection
29 2 must be paid as follows until the entitlement of all children of the
30 deceased employee to receive compensation pursuant to this
31 subsection ceases:

32 (a) To the surviving spouse, 50 percent of the death benefit is
33 payable until the death of the surviving spouse; and

34 (b) To each child of the deceased employee, regardless of
35 whether the child is the child of the surviving spouse, the child's
36 proportionate share of 50 percent of the death benefit and, except as
37 otherwise provided in subsection 11, if the child has a guardian, the
38 compensation the child is entitled to receive may be paid to the
39 guardian.

40 4. In the event of the subsequent death of the surviving spouse:

41 (a) Each surviving child of the deceased employee, in addition
42 to any amount the child may be entitled to pursuant to subsection 3,
43 must share equally the compensation theretofore paid to the
44 surviving spouse but not in excess thereof, and it is payable until the
45 youngest child reaches the age of 18 years.



1 (b) Except as otherwise provided in subsection 11, if the
2 children have a guardian, the compensation they are entitled to
3 receive may be paid to the guardian.

4 5. If there are any surviving children of the deceased employee
5 under the age of 18 years, but no surviving spouse, then each such
6 child is entitled to his or her proportionate share of 66 2/3 percent
7 of :

8 (a) *Except as otherwise provided in paragraph (b)*, the average
9 monthly wage ; or

10 (b) *If the deceased employee was a construction worker, the*
11 *greater of the average monthly wage or average monthly*
12 *prevailing wage,*

13 ↪ for the support of the child.

14 6. Except as otherwise provided in subsection 7, if there is no
15 surviving spouse or child under the age of 18 years, there must be
16 paid:

17 (a) To a parent, if wholly dependent for support upon the
18 deceased employee at the time of the injury causing the death of the
19 deceased employee, 33 1/3 percent of :

20 (1) *Except as otherwise provided in subparagraph (2)*, the
21 average monthly wage $\frac{1}{3}$; or

22 (2) *If the deceased employee was a construction worker, the*
23 *greater of the average monthly wage or average monthly*
24 *prevailing wage.*

25 (b) To both parents, if wholly dependent for support upon the
26 deceased employee at the time of the injury causing the death of the
27 deceased employee, 66 2/3 percent of :

28 (1) *Except as otherwise provided in subparagraph (2)*, the
29 average monthly wage $\frac{1}{3}$; or

30 (2) *If the deceased employee was a construction worker, the*
31 *greater of the average monthly wage or average monthly*
32 *prevailing wage.*

33 (c) To each brother or sister until he or she reaches the age of 18
34 years, if wholly dependent for support upon the deceased employee
35 at the time of the injury causing the death of the deceased employee,
36 his or her proportionate share of 66 2/3 percent of :

37 (1) *Except as otherwise provided in subparagraph (2)*, the
38 average monthly wage $\frac{1}{3}$; or

39 (2) *If the deceased employee was a construction worker, the*
40 *greater of the average monthly wage or average monthly*
41 *prevailing wage.*

42 7. The aggregate compensation payable pursuant to subsection
43 6 must not exceed 66 2/3 percent of :

44 (a) *Except as otherwise provided in paragraph (b)*, the average
45 monthly wage $\frac{1}{3}$; or



1 ***(b) If the deceased employee was a construction worker, the***
2 ***greater of the average monthly wage or average monthly***
3 ***prevailing wage.***

4 8. In all other cases involving a question of total or partial
5 dependency:

6 (a) The extent of the dependency must be determined in
7 accordance with the facts existing at the time of the injury.

8 (b) If the deceased employee leaves dependents only partially
9 dependent upon the earnings of the deceased employee for support
10 at the time of the injury causing his or her death, the monthly
11 compensation to be paid must be equal to the same proportion of the
12 monthly payments for the benefit of persons totally dependent as the
13 amount contributed by the deceased employee to the partial
14 dependents bears to the average monthly wage ***or, in the case of a***
15 ***deceased employee who was a construction worker, the average***
16 ***monthly prevailing wage,*** of the deceased employee at the time of
17 the injury resulting in his or her death.

18 (c) The duration of compensation to partial dependents must be
19 fixed in accordance with the facts shown, but may not exceed
20 compensation for 100 months.

21 9. Compensation payable to a surviving spouse is for the use
22 and benefit of the surviving spouse and the dependent children, and
23 the insurer may, from time to time, apportion such compensation
24 between them in such a way as it deems best for the interest of all
25 dependents.

26 10. In the event of the death of any dependent specified in this
27 section before the expiration of the time during which compensation
28 is payable to the dependent, funeral expenses are payable in an
29 amount not to exceed \$10,000.

30 11. If a dependent is entitled to receive a death benefit pursuant
31 to this section and is less than 18 years of age or incapacitated, the
32 legal representative of the dependent shall petition for a guardian to
33 be appointed for that dependent pursuant to NRS 159.044 or
34 159A.044, as applicable. An insurer shall not pay any compensation
35 in excess of \$3,000, other than burial expenses, to the dependent
36 until a guardian is appointed and legally qualified. Upon receipt of a
37 certified letter of guardianship, the insurer shall make all payments
38 required by this section to the guardian of the dependent until the
39 dependent is emancipated, the guardianship terminates or the
40 dependent reaches the age of 18 years, whichever occurs first,
41 unless paragraph (a) of subsection 12 is applicable. The fees and
42 costs related to the guardianship must be paid from the estate of the
43 dependent. A guardianship established pursuant to this subsection
44 must be administered in accordance with chapter 159 or 159A of
45 NRS, as applicable, except that after the first annual review required



1 pursuant to NRS 159.176 or 159A.176, as applicable, a court may
2 elect not to review the guardianship annually. The court shall review
3 the guardianship at least once every 3 years. As used in this
4 subsection, “incapacitated” has the meaning ascribed to it in
5 NRS 159.019.

6 12. Except as otherwise provided in paragraphs (a) and (b), the
7 entitlement of any child to receive his or her proportionate share of
8 compensation pursuant to this section ceases when the child dies,
9 marries or reaches the age of 18 years. A child is entitled to continue
10 to receive compensation pursuant to this section if the child is:

11 (a) Over 18 years of age and incapable of supporting himself or
12 herself, until such time as the child becomes capable of supporting
13 himself or herself; or

14 (b) Over 18 years of age and enrolled as a full-time student in an
15 accredited vocational or educational institution, until the child
16 reaches the age of 22 years.

17 13. As used in this section, “surviving spouse” means a
18 surviving person who was married to the employee at the time of the
19 employee’s death.

20 **Sec. 12.** The amendatory provisions of this act apply
21 prospectively only with respect to claims which are open or filed on
22 or after October 1, 2025.

23 **Sec. 13.** 1. This section and section 12 of this act become
24 effective upon passage and approval.

25 2. Sections 1 to 11, inclusive, of this act become effective:

26 (a) Upon passage and approval for the purpose of adopting any
27 regulations and performing any other preparatory administrative
28 tasks that are necessary to carry out the provisions of this act; and

29 (b) On October 1, 2025, for all other purposes.



