2018 IL App (1st) 170928WC-U

Order filed: June 15, 2018

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

WORKERS' COMPENSATION COMMISSION DIVISION

HUMBERTO SOTO,	)	Appeal from the Circuit Court
	)	of Cook County, Illinois
Plaintiff-Appellee,	)	
	)	
v.	)	Appeal No. 1-17-0928WC
	)	Circuit No. 16-L-50489
	)	
ILLINOIS WORKERS' COMPENSATION COMMISSION, *et al.*, (Village of Forest Park, Defendants-Appellants).	)	Honorable James McGing, Judge, Presiding.

PRESIDING JUSTICE HOLDRIDGE delivered the judgment of the court.
Justices Hoffman, Hudson, Harris, and Barberis concurred in the judgment.

ORDER

¶ 1 *Held*: The Commission's finding that an injury the claimant sustained during a voluntary, off-site training exercise did not arise out of or occur in the course of his employment as a firefighter was against the manifest weight of the evidence.

¶ 2 The claimant, Humberto Soto, a firefighter and emergency medical technician (EMT) employed by the respondent, Village of Forest Park, filed an application for adjustment of claim under the Workers' Compensation Act (Act) (820 ILCS 305/1 *et seq.* (West 2010)), seeking benefits for an arm injury which he claimed was causally connected to a work-related accident.

After conducting a hearing, an arbitrator found that the claimant had sustained an accident arising out of and in the course of his employment with the employer and awarded the claimant temporary total disability (TTD) benefits, permanent partial disability (PPD) benefits for 10 % loss of the claimant's right arm, and medical expenses.

¶ 3 The employer appealed the arbitrator's decision to the Illinois Workers' Compensation Commission (Commission). A divided panel of the Commission reversed the arbitrator's decision and denied benefits, finding that the claimant's injury neither arose from nor occurred in the course of the claimant's employment. Commissioner Tyrrell dissented.

¶ 4 The claimant then sought judicial review of the Commission's decision in the circuit court of Cook County. The circuit court reversed the Commission's ruling and reinstated the arbitrator's award of benefits.

¶ 5 This appeal followed.

¶ 6 FACTS

¶ 7 The following factual recitation is taken from the evidence presented at the June 5, 2015, arbitration hearing.

¶ 8 The claimant worked for the employer as a firefighter/EMT. His job responsibilities included controlling and extinguishing fires, providing emergency medical assistance and otherwise aiding fire victims, driving and operating specialized equipment, and locating and rescuing downed firefighters.

¶ 9 From November 14 through November 18, 2011, the claimant attended a 40-hour Advanced Firefighting class at the Cicero Fire Department. The class, which involved both classroom instruction and vigorous physical training, taught various firefighting skills including identifying a fire's origin and cause, testing the fire hose, coordinating proper ventilation during

search and rescue operations, locating and rescuing a downed firefighter, and leading a team of firefighters in a rapid escape from a structure.

¶ 10 On November 17, 2011, the claimant engaged in rigorous physical training exercises that simulated rescuing firefighters from hazardous conditions. While he was helping to lift a person during a training exercise, he heard two "pops" in his right biceps area and then immediately felt pain and a burning sensation down to his hands. He was unable to move his right wrist. He went to the emergency room at Loyola University Medical Center, where a doctor diagnosed a possible distal biceps rupture.

¶ 11 The following day, the claimant underwent x-rays and an MRI. On November 21, 2011, the claimant began treating with Dr. Douglas Evans, an orthopedic surgeon, who diagnosed a partial tear of the distal biceps tendon in the claimant's right elbow. The claimant underwent physical therapy until he was released from medical treatment on February 13, 2012. He was released to work full duty without restrictions on January 30, 2012.

¶ 12 During the arbitration hearing, the claimant testified that the Advanced Firefighting class he attended at the Cicero Fire Department was optional and voluntary. The claimant learned of the class through signs that were posted on bulletin boards located in the common areas of the employer's fire department. These signs were posted by one of the employer's training officers. After speaking with one of the employer's training officers, the claimant submitted a written request to the employer to attend the Advanced Firefighting class. The claimant's request was signed and approved by Steve Glinke, the employer's Fire Chief.

¶ 13 The claimant was not paid by the employer while he attended the 40-hour Advanced Firefighting class. However, the employer paid the class tuition and allowed the claimant to adjust his work schedule to attend the class. The claimant paid for his transportation to and from

the class and for any incidental expenses he incurred while attending the class (such as meals).

¶ 14 The claimant testified that he took the Advanced Firefighting class to advance his career as a firefighter. Upon completion of the class[1] and completion of two other training modules to the satisfaction of the Illinois State Fire Marshall, the claimant obtained Advanced Technician Firefighter certification. Pursuant to the collective bargaining agreement between the claimant's union and the employer (and pursuant to the Employee handbook, Rules, and Regulations of the Board of Fire and Police Commissioners) firefighters with Advanced Technician Firefighter certification are entitled to: (1) an annual stipend for the duration of their employment with the employer; (2) a one-time benefit of 24 hours of paid time off (*i.e.*, compensatory, or "comp." time); and (3) three professional achievement points to be considered in any future promotional examination with the employer.

¶ 15 The claimant also testified that the completion of the Advanced Firefighting class made him a better and more efficient firefighter and EMT. Specifically, the claimant maintained that the class strengthened his firefighting techniques, including search and rescues, extractions, and assistance to other firefighters and other fire departments, which benefits the employer by making the community safer.

¶ 16 The claimant testified that, at the time of the arbitration hearing, he continued to experience stiffness in his arm on cold mornings and after working out or lifting heavy objects. He also occasionally experienced a burning sensation while lifting weights and occasional

[1] The day after he injured his right arm (*i.e.*, on November 18, 2011), the claimant returned to the Cicero Fire Department to take a written exam but did not perform any of the physical activities required by the class. Ultimately, the claimant completed the Advance Firefighting class and the other two training modules required for Advanced Technician Firefighter certification. He received that certification from the Illinois State Fire Marshall on October 29, 2012. As a result, the claimant received the employment benefits listed above (*i.e.*, the annual stipend, the 24-hour "comp. time," and the three professional achievement points).

numbness, tingling, irritation, and muscle spasms. He sought medical benefits, PPD benefits, and TTD benefits for the period of November 19, 2011, through January 29, 2012, a period of 10 and 2/7 weeks.

¶ 17 Bobby Reid, who worked for the employer as a firefighter/paramedic and as a training officer, testified for the claimant. Reid's job duties as a training officer included scheduling daily drills as well as annual training for firefighters that was conducted by the employer during work hours. Reid also occasionally attended training sessions conducted elsewhere and shared that information with the employer. Reid testified that passing the Advanced Firefighting class attended by the claimant and obtaining Advanced Technician Firefighter certification enhances the knowledge and skills of a firefighter.

¶ 18 Glinke testified for the employer. Glinke has served as the employer's Fire Chief since 2007. It is Glinke's duty to set policy, create rules and regulations, and delegate authority for efficient and safe operation of the fire department. Glinke testified regarding optional training versus mandatory training as it has been practiced by the employer. According to Glinke, if a firefighter undergoes mandatory training required by the employer, the firefighter would be paid overtime as well as any incidental expenses associated with the mandatory training, including transportation costs. If a firefighter wanted to attend a nonmandatory, optional class for "professional development" or "personal enrichment, the employer would pay the fees for such a class but no overtime, and the firefighter would be responsible for all non-tuition expenses associated with the class as well as transportation to and from the class. According to Glinke, neither the employer nor the State of Illinois required a firefighter to take any such nonmandatory, "continuing education" classes.

¶ 19 Glinke acknowledged that, on certain limited occasions, the employer would pay its

firefighters salary and overtime while they attended certain classes that were conducted away from the employers' premises (such as hazardous materials classes). Such courses were required for every firefighter and "had a stipend attached to them." However, Glinke testified that, "[g]enerally speaking," the training required to bring firefighters to a level the employer deemed to be operationally sufficient is conducted by the employer "in-house," "during regular business hours."

¶ 20 Glinke confirmed that the Advanced Firefighting course that the claimant attended at the Cicero Fire Department was purely optional and voluntary, not mandatory. The claimant was not in pay status for any of the days he attended that training; he received no salary or payments for the dates that he attended the optional training from November 14, 2011, through November 18, 2011. The employer paid for no costs associated with the class other than the tuition, and the claimant was responsible for his own transportation to and from the class. Glinke stated that the employer did not direct or mandate any firefighters take the Advanced Firefighting class.

¶ 21 Glinke testified that the Advanced Firefighting class at issue offered "rapid intervention training" (or RIT), which was "a series of * * * live exercises intended to put firefighters in scenario * * * training to perform firefighter rescues." Glinke stated that, while the employer did not offer the specific course offered by the Cicero fire department, the employer conducted on-duty RIT annually at its own fire department. The employer does not require its firefighters to seek any RIT training outside of what the employer provides them.

¶ 22 During cross-examination, the claimant's counsel asked Glinke whether the employer's in-house training included everything that is taught in the Advanced Firefighting class taken by the claimant. Glinke responded, "I wouldn't say that we follow the same curriculum, but I think the same principles and practices are applied in-house that are * ** applied in the 40-hour

course, yes." However, Glinke acknowledged that the Advanced Firefighting course is not merely a "duplication" of classes the employer provides to its firefighters. He noted that the Advanced Firefighting class is a "40-hour concentrated course." Thus, although he testified that there "are probably parts of the [Advanced Firefighting] curriculum that are incorporated into [the employer's] in-house training," Glinke did not believe that the two forms of training were "apples to apples." Nevertheless, when asked whether the claimant was taught certain skills in the Advanced Firefighting course that are not provided by the employer, Glinke responded, "I'm going to say no. No."

¶ 23 Glinke confirmed that, pursuant to the collective bargaining agreement that was in place, the firefighters who completed all of the requirements mandated by the State of Illinois Fire Marshall and obtained the Advanced Firefighting Technician designation received an annual stipend of $200.00 and 24 hours of "comp time."[2] Additionally, pursuant to the collective bargaining agreement, if the firefighter completed all the requirements as outlined above and was awarded the Advanced Firefighting Technician designation by the State of Illinois Fire Marshall, that firefighter would be eligible for an additional three points that could be used toward a promotional examination.

¶ 24 The arbitrator found that the claimant had proven that he sustained an accident arising out of and in the course of his employment. The arbitrator acknowledged that the claimant was injured during a voluntary training exercise. However, the arbitrator found that "the risks from training class activity arose out of and [were] incidental to [he claimant's] employment." In support of this finding, the arbitrator noted that: (1) the claimant had received information about

[2] Glinke noted that completion of the advanced firefighter class in and of itself (*i.e.*, absent the completion of the other two required modules and subsequent certification by the Illinois State Fire Marshall) did not warrant any type of additional benefit from the Village of Forest Park, either in salary increases or promotional considerations.

the class at his place of employment; (2) the employer granted the claimant approval to attend the class and paid for the class; and (3) the nature of the training exercises the claimant performed during the Advanced Firefighting class, *i.e.* lifting an incapacitated person, was "akin to the work required of a firefighter" and "subjected [the claimant] to an increased risk to that which the general public is not exposed." The arbitrator also found it significant that the Advanced Firefighting class is offered only to firefighters who are approved for the class, and noted that the class is "is not open to the general public" and "is not the type of event an ordinary individual would engage in for recreation or personal growth." Although the arbitrator noted that the Advanced Firefighting training was not conducted at the employer's facility, she found that "the nature and the form of the training places it in the category of an activity intrinsically connected to [the claimant's] employment with the employer."

¶ 25 In further support of her finding of a work-related accident, the arbitrator noted that the employer received a benefit from the claimant's attending the Advanced Firefighter training class. The arbitrator found that the claimant voluntarily enrolled in the program to further his skills and techniques as a firefighter. In exchange for this, he received "benefits of a possible one time stipend, a comp day off and a possible chance for future advancement at work." The arbitrator noted that the employer had "bargained for these benefits with the [the claimant's] union" and found that the employer "benefits from a better trained firefighter with new skills and training." The arbitrator concluded that Reid's testimony "proved" that the Advanced Firefighting course provided mutual benefits to the claimant and the employer. In the Arbitrator's estimation, this mutual benefit is "arguably in the best interest of public policy." Moreover, the arbitrator found that, because approximately 50% of the 21 firefighters employed by the employer's Fire Department have taken the Advanced Firefighting class, "the employer clearly

facilitated, promoted and encouraged this activity." The arbitrator found that this fact "strengthens and supports the argument that both sides derived a benefit and that the activity was incidental to [the claimant's] employment."

¶ 26 Moreover, the arbitrator found that the nature of the activity that gave rise to the accident (voluntary firefighter training) provided additional support for the argument that the activity arose out of the claimant's employment. Specifically, the arbitrator noted that, although this activity was voluntarily undertaken, it was not recreational and it did not involve an unreasonable or unforeseeable risk. Rather, "the nature and risks associated with the training class were known and should have been foreseeable to the employer." Citing our supreme court's decision in *Scheffler Greenhouses, Inc. v. Industrial Commission*, 661 Ill. 2d 361, 362 (1977), the arbitrator ruled that such "obvious," reasonable, and foreseeable risks are compensable where, as here, they are incidental to the claimant's employment.

¶ 27 The arbitrator awarded the claimant TTD benefits for a period of 10 and 2/7 weeks, PPD benefits for 10 % loss of his right arm, and medical expenses.

¶ 28 The employer appealed the arbitrator's decision to the Commission. In a divided decision, the Commission reversed the arbitrator's decision and denied benefits, finding that the claimant's injury neither arose from nor occurred in the course of the claimant's employment. Citing *Caterpillar Tractor Co. v. Industrial Commission,* 129 Ill. 2d 52, 58 (1989), the Commission noted that, "[t]ypically, an injury arises out of one's employment if, at the time of the occurrence, the employee was performing acts he was instructed to perform by his employer, acts which he had a common law or statutory duty to perform, or acts which the employee might be reasonably be expected to perform incidental to his assigned duties." The Commission found that, at the time of the occurrence of the claimant's injury, the claimant "was doing none of those

things." At the time of his injury, the claimant was not performing an act demanded of him by the employer because "the evidence clearly shows [that the claimant] was not compelled to attend the Advanced Firefighter class" and did so on his own initiative. The claimant was not required to attend the Advanced Firefighter class either by common law or by statute, and Glinke testified that all of the continuing education mandated by the employer was provided by the employer itself. Based on this evidence, the Commission concluded that the claimant's attendance at the Advanced Firefighting class was "strictly voluntary."

¶ 29 Moreover, the Commission rejected the argument that, at the time of his accident, the claimant was performing an act or acts which might be reasonably be expected of him incidental to his assigned duties. The Commission found that the claimant was not performing any assigned duties on November 17, 2011, because, on that date, "he had none." He had taken time off to participate in the Advanced Firefighter class. For this reason, the Commission concluded that "it cannot be convincingly claimed that [the claimant's] accident was the result of a risk incidental to [his] employment."

¶ 30 The Commission further found that "it cannot be reasonably argued that [the claimant's] attendance in the Advanced Firefighter class provided a tangible benefit to [the employer]." Although the Commission acknowledged the claimant's argument that his participation in the class provided the employer with a more capable firefighter, it credited Glinke's testimony that what was taught in the Advanced Firefighter class was "only a concentrated version of what was taught by the [employer] on a regular basis" and that the claimant was "not taught any skills in the Advanced Firefighter class that weren't taught in the [employer's] in-house training." The arbitrator noted that the claimant did not challenge the veracity of Glinke's testimony on these matters. Moreover, the Commission found that, "on balance," the claimant's and Glinke's

testimony showed that "participating in the Advanced Firefighting class profited [the claimant] more than it did [the employer.]" The claimant received the tangible benefits of a $200.00 increase in his salary, 24-hours of comp time, and points added to a test for promotion (which could result in the claimant receiving a further increase in salary and further advancement in his career). By contrast, the Commission found that the employer's benefit was "a firefighter who has had firefighting strategies and techniques reinforced to him and potentially another firefighter to choose from for promotion." The Commission concluded that the benefit derived from the claimant's participation in the Advanced Firefighting class is "more real" to the claimant than it is to the employer.

¶ 31 The Commission also rejected the arbitrator's statements regarding the foreseeable risks of injury posed by the Advanced Firefighting class, as well as the arbitrator's reliance on *Scheffler Greenhouses*, 66 Ill. 2d 361. The Commission found *Scheffler Greenhouses* distinguishable because the claimant's injury in that case "occurred while the worker was at work, albeit on her lunchbreak," whereas the injury in the instant case occurred on a day that the claimant had taken off work.

¶ 32 Commissioner Tyrrell dissented. Commissioner Tyrrell stated that the claimant was injured "during his participation in the approved and appropriately sanctioned advanced firefighting course offered by neighboring Cicero Fire Department," and "his attendance was authorized by" Glinke. Commissioner Tyrrell observed that this advanced training is not offered by the employer, and he noted that both the claimant and training officer Reid credibly testified that the claimant became a better firefighter after attending this training. Commissioner Tyrell concluded that, "[o]bviously, a better trained firefighter benefits the department as well as the [employer]," and "the professional competence gained by the "[the claimant]" "[c]learly" "inures

to the benefit of his employer as well as the citizens he serves." He also found it significant that: (1) the employer paid the claimant's class tuition; and (2) according to Reid's testimony, approximately 50% of the employer's firefighters received this training. Moreover, Commissioner Tyrrell noted that the claimant received certain employment benefits in exchange for receiving this training, including professional achievement points which aid in promotional advancement, a one-time 24 hour compensatory time off period, and an annual stipend for the duration of his time with the employer.

¶ 33 Commission Tyrrell found that the majority's "premise [was] misplaced" because the claimant was not injured while performing "a folly, a game or recreational activity." Rather, he was injured while making an effort to "advance his skills and improve his ability to save lives." Commissioner Tyrrell asked, "[h]ow can we turn our backs on the men and women who will risk their lives to save us and our children?"

¶ 34 Commissioner Tyrrell concluded that the evidence showed that the claimant suffered a partial tear of the distal biceps "while participating in an exercise that would hone the skill of rescuing an injured firefighter who could not help himself." Although this class was voluntary and performed on personal time, "it was authorized by his superiors, encouraged by the brass, and paid for by the [employer]." Commissioner Tyrrell noted that the claimant also received accreditation for his attendance as well as "comp-time off" and stated that, "most importantly both [the claimant] and the citizens of Forest Park will greatly benefit from the improvement in his life saving skills." In Commissioner's Tyrrell's view, the arbitrator "correctly found [the claimant] met his burden of showing that his accident arose out of and in the course of his employment based on the unrebutted factual testimony and case law." Accordingly, Commissioner Tyrrell would have affirmed the arbitrator's decision in its entirety.

¶ 35 The claimant sought judicial review of the Commission's decision in the circuit court of Cook County. The circuit court found the Commission's finding that the claimant's accident did not arise out of or in the course of his employment to be against the manifest weight of the evidence. The circuit court acknowledged that the Commission correctly found that the Advanced Firefighting training was not demanded of the claimant or statutorily required. However, the circuit court held that the remainder of the Commission's findings were "inconsistent with the evidence presented." The court held that, at the time he was injured, the claimant was clearly doing activities incidental to his employment because he was "attending training." Although the Advanced Firefighting class was not a mandatory training class, the employer requires its firefighters to attend firefighting training in the course of their employment. Moreover, the claimant was learning to be a better firefighter, which is a task "not just incidental but essential to his employment." Further, the claimant learned of the class from his employer, had to be a firefighter to attend the class, and "needed to be recommended for the class by his Training Officer and * * * approved for the class by his Fire Chief." Based on this evidence, the circuit court held that the Advanced Firefighting class was incidental to the claimant's employment.

¶ 36 In addition, the circuit court rejected the Commission's suggestion that the employer received no tangible benefit from the claimant's Advanced Firefighting training. The court found that the unrebutted testimony presented at the arbitration hearing "clearly shows [that] both parties received a benefit"; the employers received "better firefighters," and the claimant received monetary benefits and opportunities to advance. The court stated that Glinke testified that the Advanced Firefighter class taught "different skills" than the employer's in-house

training.[3] Further, the circuit court found the Commission's statement that the claimant derived a greater benefit from his Advanced Firefighting training than did the employer to be a "red herring" that was "immaterial to the analysis under the Act" because "the Act does not identify a balancing test to determine who received the greater benefit." For all these reasons, the circuit court held that Commission's finding that the claimant's injury did not "arise out of" his employment was against the manifest weight of the evidence.

¶ 37 The circuit court also rejected the Commission's finding that the claimant's injury did not occur "in the course of" his employment. The court noted that the claimant was injured at a place where he might have reasonably been while performing his duties because "[f]irefighters attend training," "[s]uch training is a requirement to become a firefighter and to continue to be a firefighter," and the employer had made the Advanced Firefighting training at issue a basis for promotion within the fire department and has bestowed additional benefits to firefighters who successfully complete this training. In the circuit court's view, it did not matter that the training at issue was voluntary or that it was performed on the claimant's personal time (rather than paid work time) because "[l]earning how to be a better firefighter and save other firefighters is * * * incidental to [the claimant's] employment." Moreover, the court held that it was foreseeable to the employer that the claimant could be injured while taking the Advanced Firefighting class because: (1) the employer knew its firefighters were attending this training, advertising the training in the firehouse, and paid for the tuition; (2) firefighters could attend the course only with the recommendation of the employer's training officer and the approval of the Fire Chief; (3) the employer bestowed additional benefits to a firefighter who successfully completed the

[3] The court stated that, contrary to the Commission's opinion, Glinke never testified that the claimant was taught no skills in the Advanced Firefighting class that were not taught in the employer's in-house training. The court characterized the Commission's summary of Glinke's testimony on this issue as "incorrect."

training; the training involved rigorous activities, of which the employer was aware.

¶ 38 Accordingly, the circuit court reversed the Commission's ruling and reinstated the arbitrator's award of benefits. This appeal followed.

¶ 39 ANALYSIS

¶ 40 On appeal, the claimant argues that the Commission's finding that he failed to prove that he sustained an accident arising out of and in the course of his employment with the employer on November 17, 2011, was not against the manifest weight of the evidence because the claimant was injured during a voluntary, unpaid training session that: (1) took place away from the claimant's workplace on the claimant's personal time; and (2) was not mandated by the employer. The employer contends that the circuit court erred in reversing the Commission's decision. It asks this court to reverse the circuit court's decision and reinstate the Commission's decision.

¶ 41 The claimant has the burden of establishing, by a preponderance of the evidence, that his injury arose out of and in the course of his employment. *O'Dette v. Industrial Comm'n*, 79 Ill. 2d 249, 253 (1980); *Shafer v. Illinois Workers' Compensation Comm'n*, 2011 IL App (4th) 100505WC, ¶ 35. The Act uses "arising out of" and "in the course of" conjunctively; in order for an accidental injury to be compensable under the Act, both elements must be present at the time of the injury. *Orsini v. Industrial Comm'n*, 117 Ill. 2d 38 (1987).

¶ 42 Whether an injury arose out of and in the course of one's employment is a question of fact. *Hosteny v. Illinois Workers' Compensation Comm'n*, 397 Ill. App. 3d 665, 674 (2009). It is the function of the Commission to decide questions of fact, judge the credibility of witnesses, determine the weight that their testimony is to be given, draw reasonable inferences from the evidence, and resolve conflicts in the evidence. *Sisbro, Inc. v. Industrial Comm'n*, 207 Ill. 2d

193, 206-07 (2003); *O'Dette*, 79 Ill. 2d at 253. The Commission's credibility determinations and other factual findings will not be disturbed on review unless they are against the manifest weight of the evidence. *Shafer*, 2011 IL App (4th) 100505WC at ¶¶ 35–36.

¶ 43 For a finding of fact to be contrary to the manifest weight of the evidence, an opposite conclusion must be "clearly apparent." *Id.* at ¶ 35; see also *Caterpillar, Inc. v. Industrial Comm*'n, 228 Ill. App. 3d 288, 291 (1992). The appropriate test is whether the record contains sufficient evidence to support the Commission's decision, not whether this court might have reached the same conclusion. *Metropolitan Water Reclamation District of Greater Chicago v. Illinois Workers' Compensation Comm'n*, 407 Ill. App. 3d 1010, 1013 (2011). Although this court is reluctant to conclude that a factual determination of the Commission is against the manifest weight of the evidence, we will not hesitate to do so when the clearly evident, plain, and undisputable weight of the evidence compels an opposite conclusion. *Dye v. Illinois Workers' Compensation Comm'n*, 2012 IL App (3d) 110907WC, ¶ 10.

¶ 44 In this case, the Commission's findings that the claimant's right biceps injury neither arose out his employment nor occurred in the course of his employment were against the manifest weight of the evidence. For an injury to "arise out of" the employment its origin must be in some risk connected with, or incidental to, the employment so as to create a causal connection between the employment and the accidental injury. *Caterpillar Tractor Co. v. Industrial Comm'n*, 129 Ill. 2d 52, 58 (1989). "Typically, an injury arises out of one's employment if, at the time of the occurrence, the employee was performing acts he was instructed to perform by his employer, acts which he had a common law or statutory duty to perform, or acts which the employee might reasonably be expected to perform incident to his assigned duties." *Id.* A risk is incidental to the employment where it belongs to or is connected

with what an employee has to do in fulfilling his duties. *Id.*; see also *Orsini*, 117 Ill. 2d 38. For example, compensation may be awarded where a claimant is injured while performing a work-related task (or some task incidental to his work duties) in a location "when and where the general public would not and should not be located." *Springfield School District No. 186 v. Industrial Comm'n*, 293 Ill. App. 3d 226, 229 (1997).

¶ 45 In this case, the claimant was injured while participating in advanced firefighter training. The particular class the defendant took was voluntary, but it is undisputed that the skills he learned in the class (including rapid intervention training) were required as a condition of his employment and were the subject of in-house mandatory training by the employer. Moreover, training officer Reid testified that the successful completion of the Advanced Firefighting course "enhance[s] the knowledge and skills of a firefighter," and the claimant testified that the class made him a better and more efficient firefighter and EMT by strengthening several of his firefighting skills. This testimony was undisputed. Although Glinke denied that the claimant was taught certain skills in the Advanced Firefighting course that are not provided by the employer, at another point in his testimony he admitted that the Advanced Firefighting course the claimant took did not "follow the same curriculum" and was not a mere "duplication" of the employer's in-house training. Glinke conceded that the Advanced Firefighting class is a "40-hour concentrated course." Thus, although he testified that there "are probably parts of the [Advanced Firefighting] curriculum that are incorporated into [the employer's] in-house training," Glinke did not believe that the two forms of training were "apples to apples."

¶ 46 Further, the Advanced Firefighting course was available only to firefighters, not to members of the general public. In addition, the employer gave its firefighters an incentive to take the Advanced Firefighting class by contractually providing certain employment benefits to

firefighters who obtained advanced firefighter certification (including an annual stipend, points to be used towards promotional examinations, and 24 hours of paid time off).

¶ 47 For all these reasons, the manifest weight of the evidence established that the claimant was injured while doing something that "he might reasonably be expected to perform incident to his assigned duties as a firefighter," namely, advanced firefighter training. That training included rigorous physical exercises that were designed to simulate conditions a firefighter might encounter during an actual fire. The risk of injury while performing such training exercises is connected with what the claimant had to do in fulfilling his job duties as a firefighter (job duties which included mandatory in-house training that was similar in several respects to the training he received during the voluntary class).

¶ 48 The Commission's finding that the claimant failed to prove that his injury occurred "in the course of" his employment is also against the manifest weight of the evidence. An injury occurs "in the course of" employment when it occurs "within the period of employment at a place where the employee can reasonably be expected to be in the performance of his or her duties and while he or she is performing these duties or a task incidental thereto." *Elmhurst Park District v. Illinois Workers' Compensation Comm'n*, 395 Ill. App. 3d 404 (2009). Here, the injury occurred "within a period of employment" because, at the time of the injury, the claimant was employed by the employer as a firefighter. In addition, as noted above, the claimant's job duties included mandatory RIT training. Although the particular course the claimant took was not mandatory, it was undisputed that: (1) the employer required RIT training as a condition of the claimant's employment and provided similar training in-house; and (2) the Advanced Firefighting class enhanced the claimant's firefighting skills; and (3) the employer advertised the class, approved the claimant's attendance in the class, and paid for the class tuition; and (4) the

employer gave the claimant an incentive to take the class by providing him with various employment benefits upon his obtaining advanced firefighter certification (an essential component of which was his successful completion of the Advanced Firefighter class at issue). Thus, the manifest weight of the evidence suggests that the claimant's injury occurred at a place where the employee could reasonably be expected to be in the performance of his or her duties (*i.e.*, RIT and other advanced firefighter training) and while he was performing these duties or a task incidental thereto.

¶ 49 CONCLUSION

¶ 50 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County, which reversed the Commission's decision and reinstated the arbitrator's decision.

¶ 51 Affirmed.