

No. 1-25-1899WC

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT
WORKERS' COMPENSATION COMMISSION DIVISION

J-H ALLIANCE INC., d/b/a The UPS Store,	)	Appeal from the
	)	Circuit Court of
Appellant,	)	Cook County
	)	
v.	)	No. 25L50099
	)	
THE ILLINOIS WORKERS' COMPENSATION	)	
COMMISSION <i>et al.</i> ,	)	Honorable
	)	Daniel P. Duffy,
(Kathleen Collins, Appellee).	)	Judge, Presiding.

JUSTICE CAVANAGH delivered the judgment of the court, with opinion.
Presiding Justice Holdridge and Justices Rochford, Mullen, and Barberis
concurred in the judgment.

OPINION

¶ 1 In February 2021, claimant, Kathleen Collins, filed an application for adjustment of claim pursuant to the Workers' Compensation Act (Act) (820 ILCS 305/1 *et seq.* (West 2020)), seeking benefits from her employer, J-H Alliance, d/b/a The UPS Store, regarding an injury to her wrist sustained in October 2020.

¶ 2 In September 2022, following a hearing, the arbitrator found claimant had sustained

an accident that arose out of and in the course of employment with employer. However, the arbitrator found claimant was not concurrently employed at the time of the accident with Sunline Services, Inc. (Sunline). The arbitrator determined claimant's average weekly wage (AWW) was \$372.14.

¶ 3 In August 2023, the Illinois Workers' Compensation Commission (Commission) largely adopted the arbitrator's decision. The Commission, however, modified claimant's AWW to \$404.79.

¶ 4 In March 2024, the circuit court of Cook County reversed the Commission's decision, finding claimant was concurrently employed by Sunline, and remanded the matter to the Commission to amend claimant's AWW.

¶ 5 In December 2024, the parties stipulated claimant's AWW with Sunline was \$352.88. In February 2025, following remand, the Commission entered a decision modifying claimant's AWW to \$757.67.

¶ 6 In August 2025, the circuit court of Cook County confirmed the commission's decision.

¶ 7 For the reasons that follow, we affirm the circuit court.

¶ 8 I. BACKGROUND

¶ 9 On appeal, employer does not contest the accidental injury from October 22, 2020. The only issue on appeal is employer's contention claimant was not concurrently employed pursuant to the Act. Accordingly, we summarize only the facts necessary for the narrow issue on appeal.

¶ 10 A. Evidence

¶ 11 The matter proceeded to a hearing in March 2022. Claimant testified she began

working for Sunline in April 2019 and then for employer two months later. She explained Sunline was a “contract company that provide[d] gate and ticket employees for numerous international airlines at O’Hare [International Airport].” Sunline assigned claimant to Lufthansa, where she worked as a “gate agent and ticket counter customer service rep.” She stated Sunline was aware she was applying for additional work with employer. She considered Sunline her “primary employer.” She worked 32 to 40 hours per week for Sunline.

¶ 12 She recalled applying to work for employer through Christi Quist, whom she had come to know personally from her previous employment with a UPS Store at a different location and owned by a different company. She stated she had informed Quist at the time of her application that she was employed with Sunline. She reiterated that Sunline was aware she was working for employer and employer was aware she worked for Sunline.

¶ 13 In March 2020, claimant was furloughed from Sunline due to the COVID-19 pandemic. At the time of the hearing, claimant stated she was still furloughed by Sunline. She stated she was offered an opportunity to return to full-time employment with Sunline in July 2021. She also recalled being offered part-time employment opportunities approximately “five or so months” after being furloughed but declined, stating she was advised by her supervisors at Sunline “it wouldn’t be worth it for [her] to come all that way for four hours.” She said her furlough status was not negatively impacted by her decision not to return part-time. Claimant filed a claim for unemployment benefits due to her furlough from Sunline while still working part-time for employer. She stated she was approved for benefits in May 2019. She received unemployment benefits until she was recalled by Sunline in July 2021.

¶ 14 On cross-examination, claimant confirmed she was hired by Sunline in April 2019 and last worked for Sunline in March 2020. She confirmed she was not scheduled to work for

Sunline in October 2020. She stated she declined her opportunity to return to full-time employment with Sunline because she did not “have enough use of [her] right hand at [the] time.”

¶ 15 Quist testified she hired claimant in May 2019. She confirmed that at the time she hired claimant, she was aware claimant was employed elsewhere and worked at the airport. She recalled learning claimant had been furloughed from her other job in the spring of 2019. On cross-examination, Quist stated she was the “owner and franchisee” of the UPS Store location where claimant was injured. She explained hiring claimant with the expectation she would work part-time in the summer months and full-time in December, during the “airline[']s slow season.” Quist recalled claimant being furloughed from her job at Sunline in March 2020. She did not recall claimant ever returning to work for Sunline. She stated she did not have to account for claimant’s employment with Sunline when scheduling her for work with employer after the furlough in March 2020. She said claimant was not “performing work for compensation for another employer” at the time of the work accident.

¶ 16 Ingrid Perrino testified she was the president of Sunline and hired claimant. Perrino stated claimant was furloughed in March 2020 and at the time of the hearing was still furloughed from Sunline.

¶ 17 B. Procedural Posture

¶ 18 1. *Arbitrator’s Findings*

¶ 19 In September 2022, the arbitrator issued its decision regarding claimant’s concurrent employment. The arbitrator distinguished the instant case from the facts in *Jacobs v. Industrial Comm’n*, 269 Ill. App. 3d 444 (1995), where the claimant had experienced a temporary layoff for a few weeks but had worked both jobs concurrently for a majority of the 52 weeks prior to the layoff. The arbitrator noted claimant had been furloughed for seven months prior to the

injury. The arbitrator also considered *Flynn v. Industrial Comm’n*, 211 Ill. 2d 546 (2004), noting the court in *Flynn* emphasized the temporary nature of a layoff when considering concurrent employment. The arbitrator also noted the *Flynn* court relied on the claimant’s intention to return to work at the earliest opportunity but noted claimant in the present case declined an opportunity to return to Sunline part-time in July 2020. Lastly, the arbitrator considered *Bagwell v. Illinois Workers’ Compensation Comm’n*, 2017 IL App (4th) 160407WC, ¶ 27, wherein the appellate court found “employment” pursuant to section 10 of the Act (820 ILCS 305/10 (West 2008)) meant “paid work.” The arbitrator found *Bagwell* compelling and noted Quist’s testimony that employer was not aware claimant was compensated for work elsewhere at the time of injury. Accordingly, the arbitrator concluded claimant had failed to show employer knew she was a compensated employee for Sunline at the time of the work accident. Finding no concurrent employment, the arbitrator concluded claimant’s average weekly wage was \$372.14.

¶ 20

2. Commission’s Initial Findings

¶ 21

In August 2023, the Commission adopted the arbitrator’s findings with regard to concurrent employment but modified the average weekly wage upward to \$404.79. However, one commissioner dissented, finding claimant had met her burden of proving concurrent employment.

¶ 22

3. Circuit Court of Cook County

¶ 23

In March 2024, the circuit court reversed the Commission, finding its decision was against the manifest weight of the evidence. The court noted the Commission’s reliance on *Jacobs* and *Flynn*. Specifically, the court found the evidence was uncontested that (1) employer knew at the time of claimant’s hiring she worked for Sunline and (2) claimant remained employed by Sunline—though on furlough subject to recall—at the time of the injury. The court found the evidence supported the finding that, but for claimant’s injury working for employer, she would

have returned to working for Sunline. The court stated the Commission failed to consider the extraordinary circumstances of the pandemic and misconstrued the holding in *Bagwell*, and it noted there was no evidence contesting claimant was paid for her work with Sunline.

¶ 24 4. *Commission's Findings on Remand*

¶ 25 In February 2025, on remand, the Commission entered a modified order, finding claimant was concurrently employed. The Commission ordered claimant's combined AWW was \$757.67. The Commission also entered an award for temporary partial disability benefits at a rate of \$439.59 for 2³/₇ weeks and temporary total disability benefits at a rate of \$505.11 for 70 weeks.

¶ 26 5. *Circuit Court of Cook County*

¶ 27 In August 2025, the circuit court confirmed the Commission's decision.

¶ 28 This appeal followed.

¶ 29 II. ANALYSIS

¶ 30 On appeal, employer contends the Commission's initial decision from August 2023 was properly decided and the Commission's second decision following remand should be vacated.

¶ 31 When the circuit court reverses the Commission's initial decision and the Commission subsequently enters a new decision on remand, a reviewing court must first determine whether the Commission's initial decision was proper. *Noonan v. Illinois Workers' Compensation Comm'n*, 2016 IL App (1st) 152300WC, ¶ 15; *Vogel v. Industrial Comm'n*, 354 Ill. App. 3d 780, 785-86 (2005). As we have previously held, "[i]f it was proper, then the Commission's decision on remand was void and must be vacated." *Southern Glazer's Wine & Spirits of Illinois, LLC v. Illinois Workers' Compensation Comm'n*, 2021 IL App (5th) 200418WC-U, ¶ 69. Therefore, we must first determine whether the Commission's initial decision was proper.

¶ 32 As a reviewing court, we review the Commission's decision on questions of fact

under the manifest weight of the evidence standard, wherein we may reverse the Commission's decision only where the opposite conclusion was clearly the proper result. *The Venture—Newberg-Perini, Stone & Webster v. Illinois Workers' Compensation Comm'n*, 2013 IL 115728, ¶ 14. However, on questions of law, such as statutory interpretation, our review is *de novo*. *Id.*

¶ 33 Employer's first argument is the Commission's initial decision correctly interpreted section 10 of the Act to find AWW required actual earnings. Employer also argues the Commission's initial decision accurately applied *Jacobs, Flynn*, and *Bagwell*.

¶ 34 Section 10 of the Act states as follows:

“The compensation shall be computed on the basis of the [AWW] which shall mean the actual earnings of the employee in the employment in which he was working at the time of the injury during the period of 52 weeks ending with the last day of the employee's last full pay period immediately preceding the date of injury, illness or disablement excluding overtime, and bonus divided by 52; but if the injured employee lost 5 or more calendar days during such period, whether or not in the same week, then the earnings for the remainder of such 52 weeks shall be divided by the number of weeks and parts thereof remaining after the time so lost has been deducted. Where the employment prior to the injury extended over a period of less than 52 weeks, the method of dividing the earnings during that period by the number of weeks and parts thereof during which the employee actually earned wages shall be followed. Where by reason of the shortness of the time during which

the employee has been in the employment of his employer or of the casual nature or terms of the employment, it is impractical to compute the [AWWs] as above defined, regard shall be had to the [AWW] amount which during the 52 weeks previous to the injury, illness or disablement was being or would have been earned by a person in the same grade employed at the same work for each of such 52 weeks for the same number of hours per week by the same employer. *** When the employee is working concurrently with two or more employers and the respondent employer has knowledge of such employment prior to the injury, his wages from all such employers shall be considered as if earned from the employer liable for compensation.” 820 ILCS 305/10 (West 2020).

¶ 35 In *Jacobs*, the Commission found the claimant was concurrently employed as a maintenance worker and sheet metal worker at the time of his injury. *Jacobs*, 269 Ill. App. 3d at 445. However, the circuit court of Whiteside County reversed, finding the claimant was not concurrently employed at the time of his injury. *Id.* The appellate court summarized the pertinent facts as follows:

“The record is undisputed that [the employer] knew that [the] claimant was a sheet metal worker. [The] [c]laimant testified that he worked for [the employer] even when he was not laid off from sheet metal work. Although sheet metal workers are subject to short layoff periods between jobs, we believe that [the] claimant’s employment relationship as a union sheet metal worker was not

severed during his layoff period or at the time of the accident. [The] [c]laimant testified that he had only been laid off about two or three weeks at the time of the injury and was subject to recall by the union at any time. He was a member in good standing of the union and the record is undisputed that he worked most of the 52 weeks before his injury. Claimant returned to work as a sheet metal worker as soon as he was released to work after his injury. [The] [c]laimant also stated that he was called back to work for a sheet metal job after the accident and that he had to turn it down because of his injury.” *Id.* at 447.

The appellate court went on to explain the application of section 10 as follows:

“[Section 10] was intended to apply to situations where, as here, (1) [the] claimant was employed as a sheet metal worker for most of the 52 weeks prior to his injury except for two short layoff periods that are common in the industry, (2) his part-time job at [the employer] was a supplement to his regular work and primary source of income as a sheet metal worker, (3) [the employer] was aware of [the] claimant’s concurrent employment as a sheet metal worker, and (4) [the] claimant was readily available and subject to recall for work as a sheet metal worker even though at the time of his injury he had been temporarily laid off for two or three weeks.” *Id.* at 448.

The court reversed the circuit court and reinstated the Commission’s initial decision finding the claimant was concurrently employed. *Id.*

¶ 36

In *Flynn*, the court noted the *Jacobs* court's analysis and factual similarities:

“*Jacobs* is quite similar to the instant case. There, as here, the claimant was not in fact in the employ of both employers at the time of the accident. Rather, each claimant was performing part-time work during a period of layoff from his main occupation, during which he remained available and subject to recall for work if it became available. Such periods of layoff were common in the claimants' industries. In each case the part-time employer was aware of the claimant's main line of work. And in each case, as evinced in the instant case by the dramatic disparity between claimant's AWW as an asphalt truck driver and as a snow blower, the part-time job was a supplement to the primary source of income, not a replacement for it. We also note that the factors noted in *Jacobs* do not purport to represent an exhaustive or exclusive list of what may be considered when determining whether a claimant is employed ‘concurrently’ by two or more employers, and we agree with the appellate court dissent in this case that the duration and consistent seasonally recurrent nature of [the] claimant's primary employment in this case are also relevant.” *Flynn*, 211 Ill. 2d at 557-58.

¶ 37

The *Flynn* court cited the Pennsylvania Supreme Court, in *Triangle Building Center v. Workers' Compensation Appeal Board (Linch)*, 746 A.2d 1108 (Pa. 2000), favorably, noting “that even an employment relationship which had temporarily been severed due to a layoff could ‘constitute concurrent employment’ so long as the relationship ‘remain[s] sufficiently intact such

that the claimant's past earning experience remains a valid predictor of future earnings loss.' ” *Flynn*, 211 Ill. 2d at 560 (quoting *Triangle Building Center*, 746 A.2d at 1113). The court further explained

“the rule formulated by the Pennsylvania Supreme Court provides a succinct distillation of the primary consideration in determining whether a severed employment should factor in to an employee's wage calculation. The aim of the system of workers' compensation is to make an employee whole for the interference with his future earnings occasioned by an injury.” *Id.* at 561.

The court said, “[w]hen an employment relationship has been severed, but the circumstances of the case indicate with sufficient clarity that the relationship would have played a part in the claimant's future earnings but for the injury, the future earnings must be factored into the employee's award for the injury he suffered.” *Id.*

¶ 38 The *Flynn* court concluded:

“We believe that the Commission erred in concluding that on the undisputed facts of this case, the claimant was not concurrently employed within the meaning of the Act. Although [the] claimant was laid off from his main job as an asphalt truck driver at the time of the injury, the consistent recurrent seasonal nature of his employment makes it clear that the layoff endemic to his profession was merely temporary. His willingness and intent to return to his main employment are evinced not only by his having done so following similar temporary seasonal layoffs for almost two

decades before the accident, but also by his actions after the accident—in point of fact, he did return to his work as an asphalt truck driver, stopping only when the injury precluded him from obtaining the required license for that job. It would subvert the purpose of the *** Act to conclude that [the] claimant’s AWW from his main employment should be wholly excluded from consideration.” *Id.* at 561-62.

The court subsequently set aside the Commission’s decision and remanded the matter back to the Commission to determine the claimant’s award consistent with its decision. *Id.* at 562.

¶ 39 In *Bagwell*, the claimant was injured while performing work for his employer while also serving as a pastor of a church. *Bagwell*, 2017 IL App (4th) 160407WC, ¶¶ 1-2. The Commission found the claimant’s work as a pastor had been properly excluded as concurrent employment for calculating the claimant’s AWW, noting that “ ‘while certain employees of the employer did know of [the claimant’s] religious activities, there was no credible proof that the employer knew during the relevant pre-accident period that the claimant’s activities actually constituted gainful employment, rather than volunteering or similar community activities.’ ” *Id.* ¶ 3. The claimant testified at the arbitration hearing that the employer was not aware he was paid for his other job as a pastor. *Id.* ¶ 11.

¶ 40 The appellate court stated the dispositive question on appeal was “whether the employer had knowledge of the claimant’s ‘employment’ as a pastor prior to the work accidents at issue, thereby triggering section 10’s concurrent wage calculation requirement.” *Id.* ¶ 26. The court noted the Act did not define employment and found “employment” within the meaning of section 10 meant “payment for work or services rendered.” *Id.* ¶ 27. The court further found the

claimant's wages as a pastor ordinarily would be included in the AWW calculation "only if the employer knew that the claimant received payment for his work as a pastor." *Id.* ¶ 28. The court found the Commission's decision was not against the manifest weight of the evidence because the employer only knew the claimant served as a pastor, but the claimant had testified the employer was not aware he was paid for his pastoral services. *Id.*

¶ 41 The claimant argued it was irrelevant whether the employer knew he was paid for his work as a pastor because section 10 only required knowledge that he was so employed as a pastor. *Id.* ¶ 30. The *Bagwell* court disagreed, noting its holding that " 'employment' " meant " 'paid work,' " and because the claimant had failed to show the employer knew he was paid for being a pastor, he could not show concurrent employment under section 10. *Id.*

¶ 42 For the reasons that follow, we find the Commission's initial decision misapplied *Jacobs*, *Flynn*, and *Bagwell* and misconstrued section 10 of the Act. We note the parties both agree the standard of review for this case is manifest weight of the evidence. However, the *Flynn* court noted in a similar circumstance of undisputed facts that the *de novo* standard applied. *Flynn*, 211 Ill. 2d at 553. However, if "different reasonable inferences could be drawn from the undisputed facts," the Commission's decision is reviewed under a manifest-weight-of-the-evidence standard. *Bagwell*, 2017 IL App (4th) 160407WC, ¶ 31. We will apply the manifest-weight-of-the-evidence standard to the Commission's decision as a whole, but as we said earlier, any matter of statutory interpretation will be *de novo*. Ultimately, we find under either standard, claimant prevails.

¶ 43 The undisputed facts in this case are that claimant was employed by Sunline prior to becoming employed with employer. Sunline was her primary employment. Employer was aware of claimant's employment with Sunline when claimant was hired. Claimant's supervisor testified she expected claimant would work part-time when it was busier at Sunline and vice versa during

the month of December. Shortly after starting to work for employer, in March 2020, claimant was furloughed from Sunline due to the COVID-19 pandemic and its effects on airline travel. During the summer of 2020, while furloughed, claimant was offered an opportunity to return to Sunline on a part-time basis. Claimant declined, noting the decreased value of working part-time versus full-time, and remained on furlough status, awaiting full-time work. In October 2020, she was injured working for employer. At the time of her injury, claimant was on furlough status with Sunline and was not being paid any wages directly by Sunline. She was recalled to full-time status by Sunline in July 2021 but was unable to resume full-time work with Sunline due to her work accident with employer.

¶ 44 The Commission’s initial decision noted the temporary nature of the layoffs in both *Jacobs* and *Flynn*. However, “temporary” is a relative term, defined as “lasting for a limited time.” Merriam-Webster Online Dictionary, <https://www.merriam-webster.com/dictionary/temporary> (last visited July 9, 2026) [<https://perma.cc/N3SC-HVKM>]. On review, we have the hindsight of knowing claimant was recalled for full-time work over a year later, but at the time of the injury, claimant readily awaited being recalled to her primary employment. Indeed, she had been offered part-time work from Sunline a few months prior to the injury. Temporary can be a few weeks, like in *Jacobs*, but temporary can also be several months or more than a year, as in this case. In context, the pandemic—which precipitated claimant’s furlough—was temporary, even though its effects lasted several years. Ultimately, to be temporary simply means impermanent, not necessarily a brief, short period of time. We also note furlough, by definition, is temporary: “a *temporary* leave from work that is not paid and is often for a set period of time.” (Emphasis added.) Merriam-Webster Online Dictionary, <https://www.merriam-webster.com/dictionary/furlough> (last visited July 9, 2026) [<https://perma.cc/EX6S-MM94>]. There may be cases where temporary is so

unreasonably stretched that concurrent employment is not an appropriate finding due to a lengthy or tenuous period of inactive employment. This, however, is not one of those cases.

¶ 45 Additionally, the question before this court is whether claimant was concurrently employed within the meaning of section 10. Employer focuses on the use of “actual earnings” when computing AWW. 820 ILCS 305/10 (West 2022). However, the plain language of the statute says an employee is concurrently employed when the “employer has knowledge of such employment prior to the injury.” *Id.*; see *People v. Tompkins*, 2023 IL 127805, ¶ 52 (“An established principle of statutory interpretation provides that every clause of a statute must be given a reasonable meaning, if possible, and should not be rendered meaningless or superfluous.” (Internal quotation marks omitted.)).

¶ 46 The undisputed facts showed employer knew of claimant’s employment with Sunline prior to the injury. The Commission’s reliance on *Bagwell* is misplaced. Certainly, section 10 envisioned employment to include paid work, as opposed to volunteering. *Bagwell* is distinguishable because the claimant in that case testified his employer was not aware he was paid for his work as a pastor. In the instant case, there was no evidence suggesting claimant volunteered for Sunline; in fact, it was quite the opposite. Thus, at the time of the injury, despite being furloughed, claimant was employed with Sunline and employer was aware of that employment.

¶ 47 Here, claimant’s employment relationship with Sunline was severed by furlough due to a worldwide pandemic. Yet, the circumstances of this case have shown with sufficient clarity that claimant’s employment with Sunline would have played a part in her future earnings but for the injury. See *Flynn*, 211 Ill. 2d at 561. While she did not get recalled to Sunline until July 2021, at the time of the injury, she was waiting and ready to be recalled to full-time status. Furthermore, when claimant was finally recalled to full-time status, she was unable to return to

Sunline because of the injury she suffered working for employer. *Id.* Therefore, we find the Commission's initial decision was against the manifest weight of the evidence. Accordingly, the Commission's February 2025 decision following remand is supported by the record. See *General Motors Corp. v. Industrial Comm'n*, 179 Ill. App. 3d 683, 695 (1989) ("A reviewing court can affirm the [Commission's] decision if there is any legal basis in the record to support its decision regardless of the [Commission's] findings or reasoning.").

¶ 48

III. CONCLUSION

¶ 49 For the reasons stated, we affirm the circuit court's judgment confirming the Commission's February 2025 decision.

¶ 50

Affirmed.

J-H Alliance Inc. v. Illinois Workers' Compensation Comm'n,
2026 IL App (1st) 251899WC

Decision Under Review: Appeal from the Circuit Court of Cook County, No. 25-L-50099; the Hon. Daniel P. Duffy, Judge, presiding.

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