IN THE COURT OF APPEALS OF IOWA

No. 0-277 / 99-1596
Filed September 27, 2000

UNITED PARCEL SERVICE and LIBERTY MUTUAL,
Petitioners-Appellants,

vs.

GREG MILLER,
Respondent-Appellee.

FILED
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CLERK SUPREME COURT

Appeal from the Iowa District Court for Polk County, Donna J. Paulsen, Judge.

Employer and insurance carrier appeal from a district court decision affirming the workers' compensation commissioner's finding that employee was entitled to workers' compensation benefits for an injury suffered in a charitable softball game. **AFFIRMED.**

Richard G. Book and Deborah M. Stein of Huber, Book, Cortese, Happe & Brown, P.L.C., Des Moines, for appellants.

Joseph L. Walsh, Des Moines, for appellee.

Considered by Huitink, P.J., and Mahan and Zimmer, JJ.

ZIMMER, J.

United Parcel Service (UPS) appeals the decision of the district court which upheld the decision of the workers' compensation commissioner finding Greg Miller was injured in the course of his employment. UPS claims Miller is not entitled to workers' compensation benefits for an injury incurred during a company softball game. We affirm on appeal.

Miller is employed by UPS. On August 17, 1996, he injured his leg while playing in a softball tournament. The tournament was held on a Saturday, which was not a normal work day for him. The tournament was an annual event for UPS employees. In 1996, it was organized by Lory Reiger, an administrative assistant for the UPS Human Resources Department. Reiger spent about twenty hours organizing the tournament, and about twenty percent of this time was during her work hours. Only UPS employees or their family members played in the tournament. The purpose of the tournament was to bring awareness of the United Way campaign to UPS employees.

Miller filed a claim for workers' compensation benefits. After a hearing, a deputy industrial commissioner determined Miller's injury did not arise out of or in the course of his employment, and he was not entitled to benefits. Miller appealed to the workers' compensation commissioner, who found the tournament was a UPS-sponsored event. UPS benefited from the participation of its employees in that it created a positive image in the community and boosted the morale of its employees. The commissioner concluded Miller was injured during the course of his employment and was entitled to benefits.

UPS filed a petition for judicial review. The district court found the commissioner's decision was supported by substantial evidence. UPS appealed.

Iowa Code chapter 17A governs our review. *Stumpff v. Second Injury Fund*, 543 N.W.2d 904, 905 (Iowa 1996). We apply the standards of section 17A.19(8) to determine whether our legal conclusions are the same as those reached by the district court. *Mortimer v. Freuhauf Corp.*, 502 N.W.2d 12, 14 (Iowa 1993).

An agency's findings must be supported by substantial evidence when the record is viewed as a whole. Iowa Code § 17A.19(8)(f) (1997). Evidence is substantial if a reasonable person would find it adequate to reach the conclusion reached by the agency. *Quaker Oats v. Ciha*, 552 N.W.2d 143, 150 (Iowa 1996). We are not free to interfere with any agency finding where there is a conflict in the evidence or when reasonable minds might disagree about the inference to be drawn from the evidence, whether it is disputed or not. *Stephenson v. Furnas Elec. Co.*, 522 N.W.2d 828, 831 (Iowa 1994).

To receive workers' compensation benefits, a claimant must show by a preponderance of the evidence that the injury arose out of and in the course of his or her employment. *St. Luke's Hosp. v. Gray*, 604 N.W.2d 646, 652 (Iowa 2000). An injury occurs in the course of employment when it is within the period of employment at a place where the employee reasonably may be engaged in doing something incidental thereto. *Quaker Oats*, 552 N.W.2d at 150. An employee does not cease to be in the course of employment merely because the employee is not actually engaged in doing some specifically prescribed task, if, in the course of employment, the employee does some act which he or she deems

necessary for the benefit or interest of the employer. *Farmers Elevator Co. v. Manning,* 286 N.W.2d 174, 177 (Iowa 1979).

Recreational or social activities are in the course of employment when the employer derives substantial direct benefit from the activity beyond the intangible value of improvement in employee health and morale that is common to all kinds of recreation and social life. *Briar Cliff College v. Campolo,* 360 N.W.2d 91, 94 (Iowa 1984) (citing 1A A. Larson, Workmen's Compensation § 22.00, at 5-71 (8th ed. 1982)). Whether an employee's acts benefited his employer is a question of fact. *Id.*

The commissioner found:

> Although a secondary benefit of the softball tournament was increased social contact between employees and the resulting camaraderie and morale boost, the primary benefit was to "kick off" a corporate and employee giving program that UPS promotes and has promoted for many years as part of its [sic] corporate citizenship.

The commissioner also stated, "UPS fosters a positive public image by showing that it gives back to the communities it derives profits from."

We determine the commissioner's findings are supported by substantial evidence. The purpose of the softball tournament was to raise awareness among UPS employees to the United Way campaign. A portion of the tournament fees were donated to United Way. UPS received a direct benefit by creating a positive public image from sponsoring this charitable event. There is sufficient evidence in the record to support the commissioner's findings Miller was injured during the course of his employment.

We affirm the decision of the district court and the workers' compensation commissioner.

AFFIRMED.