2021 IL App (3d) 200201WC-U
No. 3-20-0201WC
Order filed April 6, 2021

IN THE

APPELLATE COURT OF ILLINOIS

THIRD DISTRICT

WORKERS' COMPENSATION COMMISSION DIVISION

AUREUS MEDICAL GROUP,	)	Appeal from the Circuit Court
	)	of Will County.
Appellant,	)	
	)	
v.	)	No. 20-MR-22
	)	
THE ILLINOIS WORKERS'	)	
COMPENSATION COMMISSION, *et al*.	)	Honorable
	)	John C. Anderson,
(Andrea Tyler, Appellee).	)	Judge, Presiding.

JUSTICE HUDSON delivered the judgment of the court.

Presiding Justice Holdridge and Justices Hoffman, Cavanagh, and Barberis concurred in the judgment.

ORDER

¶ 1 *Held*: (1) The Illinois Workers' Compensation Commission's finding that Illinois had jurisdiction over employee's workers' compensation claim because the last act necessary to give validity to the contract for hire occurred in Illinois was not against the manifest weight of the evidence; and (2) Illinois Workers' Compensation Commission did not abuse its discretion in sustaining objection to admission of parol evidence regarding interpretation of contract because contract was not ambiguous.

¶ 2 Claimant, Andrea Tyler, filed an application for adjustment of claim pursuant to the Workers' Compensation Act (Act) (820 ILCS 305/1 *et seq*. (West 2016)) seeking benefits for injuries she allegedly sustained in Indiana while in the employ of respondent, Aureus Medical Group. At the arbitration hearing, the principal issue in dispute was whether Illinois had jurisdiction over the claim. The arbitrator found that Illinois did have jurisdiction because the last act necessary to give validity to claimant's contract for hire occurred in Illinois. The arbitrator awarded claimant 51-1/7 weeks of temporary total disability (TTD) benefits (see 820 ILCS 305/8(b) (West 2016)) and 56 weeks of maintenance benefits (see 820 ILCS 305/8(a) (West 2016)). The Illinois Workers' Compensation Commission (Commission) affirmed and adopted the decision of the arbitrator and remanded the matter for further proceedings pursuant to *Thomas v. Industrial Comm'n*, 78 Ill. 2d 327 (1980). On judicial review, the circuit court of Will County confirmed the decision of the Commission. In this appeal, respondent argues that the Commission erred in finding that Illinois had jurisdiction over claimant's worker's compensation claim. Respondent also challenges the Commission's decision to sustain claimant's objections to the admission of parol evidence at the arbitration hearing. For the reasons set forth below, we affirm the judgment of the circuit court.

¶ 3 I. BACKGROUND

¶ 4 Respondent operates a healthcare staffing company. Early in 2016, respondent hired claimant to work a temporary assignment as an operating room nurse at Memorial Hospital in South Bend, Indiana. On February 22, 2016, claimant sustained injuries to her right shoulder and right knee when she fell at Memorial Hospital. On December 20, 2016, claimant filed an application for adjustment of claim seeking benefits for her injuries pursuant to the Act. At the arbitration hearing, respondent did not dispute that claimant's injuries arose out of and in the course

of her employment. However, respondent did contest whether Illinois had jurisdiction over the claim. Regarding the circumstances surrounding claimant's hiring, the parties presented evidence from claimant and Aubrey Baker, an account manager for respondent.

¶ 5 Claimant testified that she received an associate's degree in nursing from Purdue University in 1976 and became an Illinois resident that same year. Claimant obtained a nursing license from Illinois in 1977. In 1989, claimant obtained a bachelor's degree in nursing from Lewis University. In 2015, claimant obtained a nursing license from Wisconsin.

¶ 6 For a large part of her career, claimant worked as a "traveling" operating room nurse. This meant that she would work temporary assignments at hospitals throughout the country. In January 2016, claimant applied for employment with respondent. Claimant subsequently received a call from a recruiter for respondent named Ben. Ben asked claimant if she would be interested in working at a hospital in South Bend, Indiana. Claimant responded in the affirmative, so Ben scheduled claimant to take an online competency exam. Because claimant does not have internet access at home, she took the competency exam at a public library in Lockport, Illinois. Claimant passed the competency exam. Thereafter, she began to communicate with Baker.

¶ 7 Baker told claimant about the hospital in South Bend and related that claimant would have to satisfy certain "prerequisites" for the assignment, such as obtaining an Indiana nursing license and undergoing a drug test, a tuberculosis test, a physical, and a criminal background check. On January 18, 2016, from her home in Illinois, claimant participated in a phone interview with a representative from Memorial Hospital. Later that same day, claimant received a call from Baker informing her that Memorial Hospital had an assignment for her. Claimant told Baker "that would be great."

¶ 8 On or about January 22, 2016, claimant underwent a drug screen at an immediate care center in Illinois. Claimant underwent a physical at the same facility. Also on January 22, 2016, claimant went to the Lockport library to download the Indiana nursing license application. Later the same day, claimant mailed the completed application to the Indiana Board of Nursing from the post office in Lockport. Subsequently, Baker called claimant to tell her that she was sending an e-mail with a contract. Claimant received the contract, which was admitted into evidence, at the Lockport library. The first paragraph of the contract, captioned "Conditions of Employment" provided in relevant part as follows:

> "I understand that I am an employee of [respondent] ***. As an employee of [respondent], I agree to abide by the following terms and conditions. I acknowledge that with the exception of the assignment dates, times, locations, and specifics relative to pay rates and reimbursements for travel, lodging, and applicable per diem, all terms discussed in the context of this contract apply to my employment with [respondent] and are not exclusive to the assignment this contract is associated with."

The contract then outlined, among other things, the parameters of the employment relationship, claimant's responsibilities, and the details of the assignment. The contract also designated February 1, 2016, as the start date for claimant's assignment at Memorial Hospital. On January 28, 2016, claimant signed the contract at the Lockport library by typing her name and electronically transmitted the contract to respondent. On January 29, 2016, claimant underwent a tuberculosis test in Illinois. Thereafter, she presented for a "fingerprint background check" in Hammond, Indiana.

¶ 9 Claimant was unable to begin work on the designated start date because her Indiana nursing license had not "posted" by February 1. Respondent subsequently sent claimant a modification

agreement. The modification agreement changed the start date of the assignment to February 15, 2016, but did not alter the remaining terms of the contract. On February 9, 2016, claimant went to the library in Lockport, typed her name in the modification agreement, and transmitted it electronically to respondent.

¶ 10 Claimant testified that during this time frame, she contacted the Indiana Board of Nursing to check on the status of her nursing license. At some point, the Indiana authorities requested copies of her transcript from Lewis University. To that end, claimant went to Lewis University in Romeoville, Illinois and had the institution e-mail the transcript to the Indiana Board of Nursing. On February 11, 2016, claimant again called the Indiana Board of Nursing from her home in Illinois and was advised that her license had been "posted." Claimant testified that she had to notify respondent that she obtained an Indiana nursing license to begin her assignment. Accordingly, claimant contacted respondent from Illinois and told them that her Indiana nursing license had been issued. Baker subsequently told claimant to report for her assignment. On February 14, 2016, claimant drove to South Bend, Indiana. The following day, claimant presented to Memorial Hospital to begin her assignment.

¶ 11 Baker testified that as an account manager her duties entail recruiting healthcare professionals and qualifying them to work "either on contract, short-term or even permanently, for a hospital." Baker testified that she and her team work with hospitals in Illinois and Indiana out of respondent's office in Omaha, Nebraska.

¶ 12 Based on her knowledge and experience, Baker testified that to become a licensed nurse in Indiana an individual must apply with the Indiana Board of Nursing. According to Baker, the licensing process in Indiana is "extensive" and requires the applicant to complete a six-page application. A hard copy of the application is mailed with a payment to the Indiana Board of

Nursing. After submitting the application, the applicant must be fingerprinted and undergo a background check.

¶ 13 Baker further testified that as an account manager, she is familiar with respondent's employment process. Baker explained that to be qualified for placement by respondent, an individual must complete an online application and skills checklist. When an applicant's file is sent to Baker, she reviews the paperwork to verify that the applicant has a nursing degree and is a registered nurse. She also verifies where the applicant is licensed. The applicant's references are also contacted to make sure that the applicant is "adequate and promising."

¶ 14 Baker testified that when a hospital contacts respondent with a staffing need, she assesses the applicants to see if any of them qualify for the assignment. After respondent provides the hospital with a list of candidates, the hospital decides whether to extend an interview to any of them. Baker testified that the interview process is "all over the phone" and a candidate must interview with a hospital before being placed in an assignment. After a candidate is interviewed by the hospital, Baker follows up with the hospital to determine if it wants to "make [the candidate] an offer to come on board." If an offer is made, Baker contacts the individual to make sure he or she understands the conditions of the offer and to determine if the candidate is "able to get compliant" for the assignment. Baker then sends the individual an e-mail with a "Conditions of Employment" contract. Baker noted that if an individual refuses to sign the contract, "the relationship goes no further."

¶ 15 Baker further testified that once a candidate "accept[s] the contract," she expects the candidate to stay in contact until he or she is "compliant." By "compliant," Baker means that the candidate has completed a background check and drug screen, has tendered any required documentation to respondent's website, has had his or her education and work history verified, has

undergone competency testing, and has obtained the required licensure so that the candidate is "[r]eady to start the assignment." Baker testified that while the contract binds the signer for the assignment described therein, it does not bind the signer for future assignments.

¶ 16 Baker noted that on January 8, 2016, claimant signed an application for a medical nursing position on respondent's website. Baker was introduced to claimant when she received a transfer call indicating that claimant matched an assignment at Memorial Hospital in South Bend, Indiana. Baker testified that she told claimant about the position, the location, and other job details, including pay. After the hospital interviewed claimant and claimant verbally indicated that she was interested in the assignment, Baker sent claimant the contract, which, among other things, detailed the requirements for placement in the assignment. Baker noted, for instance, that to be placed at Memorial Hospital, claimant would have to pass a background check, complete a drug screen, and obtain an Indiana nursing license. The start date for the assignment was February 1, 2016. Claimant signed the contract on January 28, 2016.

¶ 17 During the placement process, Baker spoke with claimant daily and kept notes of their communications. On January 19, 2016, Baker congratulated claimant on her assignment at Memorial Hospital and indicated that her employment status was "conditional" upon completion of "[a]ll applicable forms and documents displayed in [her] online Aureus Medical message center, including [her] assignment contract, any additional testing *** background checks," and state licensure. Baker instructed claimant to timely update her file, noting that the failure to do so would "jeopardize her employment."

¶ 18 Baker testified that claimant had not obtained her Indiana nursing license by February 1, so the start date had to be modified. On February 3, 2016, claimant informed Baker that she had traveled to Hammond, Indiana the previous day to have her fingerprints taken. On February 11,

2016, claimant sent an e-mail to Baker telling her that she had obtained her Indiana nursing license. Baker acknowledged that prior to February 11, 2016, claimant had completed the background check, competency testing, and drug screen, and that the Indiana license was "the last of the credentials to get [claimant] started" on her assignment. Baker testified that claimant started work at Memorial Hospital on February 15, 2016.

¶ 19 On cross-examination, Baker acknowledged that multiple provisions of the contract refer to the individual signing as an "employee" of respondent. Baker also acknowledged that other than the fingerprinting, everything else that claimant had to do could be done in Illinois.

¶ 20 Based on the foregoing evidence, the arbitrator concluded that Illinois had jurisdiction over the claim. In so finding, the arbitrator determined that the last act necessary to form a contract of hire occurred on January 28, 2016, when claimant accepted the contract by typing her name and transmitting the document, all of which occurred in Illinois. The arbitrator acknowledged that the contract for hire required claimant to do some "ministerial things," such as obtain a drug test, background check, tuberculosis test, and Indiana nursing license. However, the arbitrator reasoned that these acts were "conditions subsequent to qualify for the assignment," not conditions precedent for respondent to hire claimant. Nevertheless, the arbitrator stated that if any of the conditions subsequent to qualify for the assignment had any relevance, those acts were: (1) claimant having her transcript e-mailed from Lewis University to the Indiana Board of Nursing or (2) claimant contacting Baker to advise her that she obtained her Indiana nursing license. The arbitrator observed that both of those acts occurred from Illinois. In addition, the arbitrator noted that claimant made parol-evidence-rule objections when Baker attempted to offer extrinsic evidence as to the meaning of the contract. The arbitrator sustained the objections. The arbitrator

awarded claimant 51-1/7 weeks of TTD benefits (see 820 ILCS 305/8(b) (West 2016)) and 56 weeks of maintenance benefits (see 820 ILCS 305/8(a) (West 2016)).

¶ 21 Respondent filed a petition for review of the arbitrator's decision with the Commission. The Commission affirmed and adopted the decision of the arbitrator and remanded the matter for further proceedings pursuant to *Thomas*, 78 Ill. 2d 327 (1980). On judicial review, the circuit court of Will County confirmed the decision of the Commission. This appeal ensued.

¶ 22 II. ANALYSIS

¶ 23 On appeal, respondent challenges the Commission's finding that Illinois has jurisdiction over claimant's worker's compensation claim. Respondent also argues that the Commission erred in sustaining claimant's parol-evidence objections to Baker's testimony as to the meaning of the contract. We address each issue in turn.

¶ 24 A. Jurisdiction

¶ 25 Respondent first challenges the Commission's finding that Illinois has jurisdiction over claimant's claim. Respondent argues that after claimant signed the contract, there remained "multiple conditions precedent" to give validity to the contract for hire. In particular, respondent contends that the last of the acts necessary to give validity to the contract for hire was "the condition precedent contained in [the] contract that the Indiana Board of Nursing provide [claimant] with her Indiana nursing license." According to respondent, this occurred from Indiana. Thus, respondent reasons, the Commission erred in concluding that Illinois had jurisdiction over the claim on the basis that the last act necessary to form the contract occurred there.

¶ 26 Pursuant to the Act, a claimant may pursue a workers' compensation claim in Illinois if: (1) the accident occurred in Illinois; (2) the claimant's employment was principally located in Illinois; or (3) the contract for hire was made in Illinois. 820 ILCS 305/1(b)(2) (West 2016);

Cowger v. Industrial Comm'n, 313 Ill. App. 3d 364, 370 (2000). In this case, claimant's accident occurred in Indiana, not Illinois. Further, there was no allegation that claimant's employment was principally located in Illinois. Thus, Illinois may exercise jurisdiction over the claim at issue only if the contract for hire was made in Illinois. See *Mahoney v. Industrial Comm'n*, 218 Ill. 2d 358, 374 (2006) (holding that the place of the contract for hire is the sole determining factor for the existence of jurisdiction over employment injuries occurring outside Illinois).

¶ 27 A contract for hire is made where the last act necessary to give validity to the contract occurs. *Youngstown Steel & Tube Co. v. Industrial Comm'n*, 79 Ill. 2d 425, 433 (1980); *Chicago Bridge & Iron, Inc. v. Industrial Comm'n*, 248 Ill. App. 3d 687, 691 (1993). Whether a contract for hire was made within Illinois is a question of fact for the Commission. *F & E Erection Co. v. Industrial Comm'n*, 162 Ill. App. 3d 156, 168 (1987). The Commission's resolution of a question of fact will not be disturbed on appeal unless it is against the manifest weight of the evidence. *Hunter Corp. v. Industrial Comm'n*, 268 Ill. App. 3d 1079, 1083 (1994). A decision is against the manifest weight of the evidence only if an opposite conclusion is clearly apparent. *Elgin Board of Education School District U-46 v. Illinois Workers' Compensation Comm'n*, 409 Ill. App. 3d 943, 949 (2011). The test is whether the evidence is sufficient to support the Commission's finding, not whether this court or any other tribunal might reach an opposite conclusion. *Pietrzak v. Industrial Comm'n*, 329 Ill. App. 3d 828, 833 (2002). A reviewing court will not reweigh the evidence or reject reasonable inferences drawn therefrom by the Commission simply because other reasonable references could have been drawn. *Durand v. Industrial Comm'n*, 224 Ill. 2d 53, 64 (2006).

¶ 28 At issue in this case is where the last act necessary to give validity to claimant's contract for hire occurred. In affirming and adopting the decision of the arbitrator, the Commission found that the last act necessary to give validity to the contract for hire occurred in Illinois on January

28, 2016, when claimant signed the contract by typing in her name and transmitting it to respondent. Applying the standards set forth above, we cannot say that the Commission's conclusion is against the manifest weight of the evidence.

¶ 29 As noted above, respondent argues that after claimant signed the contract, there remained "multiple conditions precedent" to give validity to the contract for hire. Respondent further argues that the last of the acts necessary to give validity to the contract for hire was "the condition precedent contained in [the] contract that the Indiana Board of Nursing provide [claimant] with her Indiana nursing license." However, the Commission found that obtaining an Indiana nursing license was not a condition precedent for respondent to hire claimant, but rather was "a condition subsequent[] to qualify for the assignment" at Memorial Hospital. In other words, although memorialized in one document, the Commission viewed respondent's *hiring of claimant* and *her placement in the assignment at Memorial Hospital* as two separate and distinct events. Respondent improperly conflates these two events.

¶ 30 Support for the Commission's conclusion that the hiring of claimant by respondent and her placement in the assignment at Memorial Hospital were two separate and distinct events can be found in the plain language of the contract itself. See *Loyola University of Chicago v. Illinois Workers' Compensation Comm'n*, 2015 IL App (1st) 130984WC, ¶ 23 (noting that where the language of a contract is plain, it provides the best evidence of the parties' intent and will be enforced as written). The contract repeatedly refers to claimant as an employee and sets forth the parameters of the parties' "employment relationship." Significantly, as noted above, the first paragraph of the contract, captioned "Conditions of Employment," states in relevant part:

> "I understand that I am an employee of [respondent] ***. As an employee of [respondent], I agree to abide by the following terms and conditions. I acknowledge that

> with the exception of the assignment dates, times, locations, and specifics relative to pay rates and reimbursements for travel, lodging, and applicable per diem, all terms discussed in the context of this contract apply to my employment with [respondent] and are not exclusive to the assignment this contract is associated with."

The contract further provides that upon completion of an assignment, claimant would contact respondent "immediately to request re-assignment" and that her failure to do so would be considered a "voluntary quit." These provisions support the Commission's finding that by signing the contract, claimant established an employment relationship with respondent that transcended her assignment at Memorial Hospital.

¶ 31 When properly placed in this context, the Commission's finding that the last act to give validity for the contract for hire occurred in Illinois on January 28, 2016, finds ample support in the record. On January 28, 2016, claimant signed the contract by typing in her name and electronically transmitting it to respondent. It is undisputed that these events occurred in Illinois. At that point, respondent became aware that claimant had accepted the offer of employment outlined in the contract. See *Energy Erectors, Ltd. v. Industrial Comm'n*, 230 Ill. App. 3d 158, 162 (1992) (noting that to be valid the acceptance of a contract must be objectively manifested, for otherwise no meeting of the minds would occur). This was the last act necessary to give validity to the contract for hire. *Cowger v. Industrial Comm'n*, 313 Ill. App. 3d 364, 371 (2000) (noting that the place of acceptance is the place of the contract). Thus, an employment relationship was established between claimant and respondent in Illinois on January 28, 2016. Indeed, as Baker noted, if an individual does not sign the contract, "the relationship goes no further." In other words, the individual cannot be placed in an assignment with one of respondent's clients unless and until he or she first (or contemporaneously) establishes an employment relationship with respondent.

For these reasons, we hold that the Commission's finding that Illinois had jurisdiction over employee's workers' compensation claim because the last act necessary to give validity to the contract for hire occurred in Illinois was not against the manifest weight of the evidence.

¶ 32 Respondent notes, however, that the contract required claimant to undergo a background check "as a condition of [her] employment," which was to include "a consumer report verifying [her] professional licensure and/or certification." Respondent suggests that this background check had not been completed prior to the date claimant signed and transmitted the contract. We disagree. According to Baker, to be qualified for placement by respondent, an individual must complete an online application and skills checklist. Baker testified that she reviews the paperwork to make sure that the individual has a nursing degree, verify that the individual is licensed, and calls the individual's references. Here claimant was assigned, so the Commission could have reasonably concluded that Baker conducted the pre-employment background check required by the contract before claimant accepted the offer of employment from respondent.

¶ 33 Respondent also contends that the last of the acts necessary to give validity to the contract for hire was "the condition precedent contained in [the] contract that the Indiana Board of Nursing provide [claimant] with her Indiana nursing license." According to respondent, this occurred from Indiana. Respondent again improperly conflates its act of hiring claimant with her placement in the assignment at Memorial Hospital. We reiterate that, although memorialized in one document, the Commission viewed respondent's *hiring of claimant* and *her placement in the assignment at Memorial Hospital* as two separate and distinct events. The evidence of record supports this finding. With respect to the hiring of claimant, a review of the contract establishes that its terms are not ambiguous, and the contract does not contain any conditions precedent to the establishment of an employment relationship between claimant and respondent. Moreover, we find nothing in

the contract that makes the employment relationship between claimant and respondent contingent upon the satisfaction of any condition precedent required to be placed in a particular assignment. Consequently, respondent's claim that the last act necessary to give validity to the contract for hire was the issuance of claimant's Indiana nursing license is not well taken.

¶ 34 Alternatively, respondent argues that the last act necessary to give the contract for hire validity was claimant arriving at Memorial Hospital in Indiana on February 15, 2016. Respondent, however, cites no authority for the proposition that the last act necessary to validate a contract for hire occurs when the employee shows up for work on the first day of an assignment. Thus, this argument is forfeited. See Ill. S. Ct. R. 341(h)(7); *Vallis Wyngroff Business Forms, Inc. v. Illinois Workers' Compensation Comm'n*, 402 Ill. App. 3d 91, 94 (2010) (holding that arguments not supported by citation to authority are procedurally defaulted). Forfeiture aside, this argument fails for the same reason the issuance of claimant's Indiana nursing license does not constitute the last act necessary to give validity to the contract for hire. It improperly conflates respondent's hiring of claimant with claimant's placement in a temporary work assignment with a third party.

¶ 35 B. Parol Evidence Objection

¶ 36 Alternatively, respondent argues that, in affirming and adopting the decision of the arbitrator, the Commission improperly sustained claimant's parol-evidence objections raised during Baker's testimony as to the meaning of the contract.

¶ 37 Where a writing is unambiguous on its face, it must be interpreted without the aid of extrinsic evidence. *People ex rel. City of Chicago v. Le Mirage, Inc.*, 2013 IL App (1st) 093547, ¶ 54. If a writing is susceptible to multiple meanings, however, parol evidence may be admissible to resolve an ambiguity. *People ex rel. City of Chicago v. Le Mirage, Inc.*, 2013 IL App (1st) 093547, ¶ 54. Illinois applies the "four corners rule," in which courts look to the language of the

writing alone to determine whether it is ambiguous. *People ex rel. City of Chicago v. Le Mirage, Inc.*, 2013 IL App (1st) 093547, ¶ 54. We review the Commission's decision concerning the admissibility of parol evidence for an abuse of discretion. *CFC Investment, L.L.C. v. McLean*, 387 Ill. App. 3d 520, 526 (2008); see also *Greaney v. Industrial Comm'n*, 358 Ill. App. 3d 1002, 1010 (2005) (noting that evidentiary rulings made during a workers' compensation proceeding will be upheld on review absent an abuse of discretion). An abuse of discretion occurs when the Commission's ruling is arbitrary, fanciful, or unreasonable, or no reasonable person would take the view adopted by the Commission. *Centeno v. Illinois Workers' Compensation Comm'n*, 2020 IL App (2d) 180815WC, ¶ 34.

¶ 38 Claimant's parol-evidence-rule objections were directed towards Baker's testimony regarding her interpretation of the contract and respondent's hiring practices. According to respondent, the Commission erred in sustaining the objections because, without the aid of parol evidence, the contract is ambiguous as to when an individual ceases to be a mere applicant and when the individual becomes an employee. Because of this alleged ambiguity, respondent reasons that Baker's testimony should have been admitted as parol evidence. We conclude that the trial court did not abuse its discretion in sustaining claimant's parol-evidence-rule objections because a review of the language of the contract itself reveals that the contract is not ambiguous. The contract repeatedly refers to claimant as an employee and sets forth the parameters of the parties' "employment relationship." For instance, as noted above, the first paragraph of the contract clearly categorizes claimant as an "employee." The contract contains at least 10 additional instances in which it refers to claimant as an employee. Moreover, the contract sets forth claimant's responsibilities as an employee, her pay structure, and her benefits (*e.g.*, vacation, holidays pay, and health insurance). The contract further provides that "all terms discussed in the context of this

contract apply to [claimant's] employment with [respondent] and are not exclusive to the assignment this contract is associated with." Given the unambiguous nature of the contract and the lack of any conditions precedent affecting the establishment of an employment relationship between claimant and respondent, there was no need for the Commission to admit parol evidence as to the contract's interpretation.

¶ 39 III. CONCLUSION

¶ 40 For the reasons stated, we affirm the judgment of the circuit court of Will County which confirmed the decision of the Commission. This matter is remanded to the Commission for further proceedings pursuant to *Thomas*, 78 Ill. 2d 327 (1980).

¶ 41 Affirmed and remanded.