THE COMPENSABILITY OF "RECREATIONAL" INJURIES IN IOWA: THE COMPANY PARTY/SOFTBALL TEAM COULD BE COSTLY

I. INTRODUCTION

Throughout industry today, there is a growing recognition by employers of the value of varied types of employee recreational activities.[1]

Many companies for example, now provide for yearly employer-employee gatherings such as Christmas parties, summer picnics and golf outings,[2] and also encourage participation in company sponsored softball, basketball and bowling teams.[3] Employers recognize that recreational outlets for employees, both on and off the work premises, can effectuate a lower labor turnover and a better employer-employee relationship, as well as contributing significantly to the social and physical welfare of the industrial employee.[4]

With this trend toward providing varied types of employee recreational activities, however, comes increasingly more complex legal issues in the field of workers' compensation. Among the thorny problems facing workers' compensation lawyers and compensation insurance carriers is whether, for example, the employee who is injured while dancing at the office Christmas party has suffered a compensable injury under a workers' compensation act.[5] Additionally, is the employee who injures a knee while playing basketball or softball for the company sponsored team similarly entitled to workers' compensation benefits? These questions pose real and substantial problems for employers and insurers in Iowa. Moreover, from the basic questions contemplated by the hypotheticals above, a complex network evolves of interwoven doctrines, confusing precedent and in some instances, no precedent at all.

The purpose of this Note is to explore and summarize Iowa law on the issue of the compensability of injuries suffered while the employee is participating in a recreational activity[6] sponsored or encouraged by the employer. This Note is further intended to provide employers, workers' compensation

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1. 1A A. LARSON, WORKMEN'S COMPENSATION § 22.00, at 5-71 (7th ed. 1979) [hereinafter cited as LARSON].

2. *Id.* § 22.23, at 5-86.

3. *Id.* § 22.24, at 5-101 to -106.

4. McFarland v. St. Louis Car Co., 262 S.W.2d 344, 348 (Mo. Ct. App. 1953).

5. LARSON, *supra* note 1, § 22.23, at 5-93.

6. The term "recreational activities" is used in this Note to denote social activities such as parties, outings, picnics and the like, as well as the more "sporting" activities such as softball, bowling, hunting and fishing. Excluded from the scope of this Note are those cases which involve injuries sustained by employees while participating in recreational activities while on the work premises during lunch hours or rest periods.

lawyers and workers' compensation insurance carriers with a summary statement of the law in this expanding area of litigation.

II. Principles of Workers' Compensation

The Iowa workers' compensation statute[7] provides a system of compensation for injuries sustained by an employee[8] during the period of employment. On numerous occasions, the Iowa Supreme Court has held that the statute "is to be liberally construed so as to get within the spirit rather than only within the letter of the law."[9]

In addition to the general system of compensation mandated by the Iowa statute,[10] the statute provides that in order for an injury to be compensable, it must "arise out of and in the course of employment."[11] The phrase "arising out of and in the course of employment" is defined in Iowa Code section 85.61(6):

> '[P]ersonal injury arising out of and in the course of the employment' shall include injuries to employees whose services are being performed on, in, or about the premises which are occupied, used, or controlled by the employer, and also injuries to those who are engaged elsewhere in places where their employer's business requires their presence and subjects them to dangers incident to the business.[12]

In construing Iowa Code section 85.61, the Iowa Supreme Court has generally held "in the course" of the employment relates to the time and place or the circumstances surrounding the injury.[13] These circumstances must be employment circumstances.[14] "Arising out of the employment," on the other hand, "relates to the cause and the origin of the injury,"[15] and is generally considered as cumulative to the requirement that the injury be suffered "in the course" of the employment.[16] Moreover, the cumulative requirement of

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7. Iowa Code §§ 85.1-.71 (1981).

8. Iowa Code § 85.61 (1981) defines "employee" as follows: "'*Worker*' or '*employee*' means a person who has entered into the employment of, or works under contract of service, express or implied, or apprenticeship, for an employer . . . ."

9. Crowe v. DeSoto Consol. School Dist., 246 Iowa 402, 411, 68 N.W.2d 63, 68 (1955). *See also* Bidwell Coal Co. v. Davidson, 187 Iowa 809, 174 N.W. 592 (1919); Rish v. Portland Cement Co., 186 Iowa 443, 170 N.W. 532 (1919).

10. Iowa Code § 85.33 (1981) provides for compensation to the employee for an injury producing temporary disability, while Iowa Code § 85.34 (1981) provides for compensation to the employee who has suffered either a permanent partial or permanent total disability.

11. Iowa Code § 85.3 (1981).

12. Iowa Code § 85.61(6) (1981).

13. Volk v. International Harvester Corp., 252 Iowa 298, 301, 106 N.W.2d 649, 650 (1960).

14. *Id.*

15. McClure v. Union County, 188 N.W.2d 283, 287 (Iowa 1971). *See also* Crees v. Sheldahl Tel. Co., 258 Iowa 292, 139 N.W.2d 190 (1965); Benedict v. St. Mary's Corp., 255 Iowa 847, 124 N.W.2d 548 (1963).

16. Volk v. International Harvester Co., 252 Iowa 298, 301, 106 N.W.2d 649, 650 (1960).

"arising out of and in the course of the employment" must be given the same liberal interpretation as the other provisions of the Iowa workers' compensation act in order to fulfill the general liberal mandate of the act.[17]

Despite the liberal interpretation which the Iowa Supreme Court accords the workers' compensation act, the compensability for injuries which occur while the employee is participating in a recreational activity remains a difficult issue for the Iowa Industrial Commissioner and the courts to resolve. In most of these cases, for example, the causal connection between the injury and the employment is tenuous because the employee or worker generally is not engaged in a specific work-related duty when he is injured.[18] As a result of this tenuous causal connection,[19] employee injuries sustained during a party, outing or sporting activity constitute a unique category of claims for workers' compensation benefits in Iowa.

Traditionally, compensation for injuries which occur while the employee is participating in any type of recreational activity has been sparingly granted by the courts.[20] However, the Iowa Industrial Commissioner and the Iowa Supreme Court have recognized that "under appropriate circumstances, an injury or death sustained by an employee while attending or traveling to or from an employer-sponsored recreational activity may arise out of and in the course of the employment."[21]

The Iowa Supreme Court recognizes that such injuries may in fact be compensable. The difficulty encountered by the court and the Industrial Commissioner is, despite general agreement such an injury or death is potentially compensable, that "no general rule has been developed which can be applied to all situations."[22] There is also no general rule which can be employed to determine when and under what circumstances the injury or death may be considered to have arisen out of and in the course of the employment.[23] In Iowa the result is that the determination of whether an injury sustained by an employee or worker at an employer-sponsored party, sporting activity or outing is compensable is determined by considering various relevant factors which are "accorded varying degrees of weight, applied

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17. Iowa Code § 85.3 (1981). *See, e.g.*, Alm v. Morris Barrick Cattle Co., 240 Iowa 1174, 1175, 38 N.W.2d 161, 162 (1974); Pohler v. Snow Constr. Co., 239 Iowa 1018, 1027-28, 33 N.W.2d 416, 421 (1948).

18. 26 Vand. L. Rev. 648, 649 (1973).

19. The tenuous causal connection problem often arises in other contexts, most frequently when the employee is going to or coming home from work. *See, e.g.*, Halstead v. Johnson's Texaco, 264 N.W.2d 757 (Iowa 1978); Crees v. Sheldahl Tel. Co., 258 Iowa 292, 139 N.W.2d 190 (1965).

20. 51 Iowa L. Rev. 531, 533 (1966).

21. *See, e.g.*, Farmers Elevator Co. v. Manning, 286 N.W.2d 174 (Iowa 1979). The Iowa Supreme Court affirmed on award of compensation by the arbitrator to an employee who was injured while driving home from a dinner given for customers of the elevator. *Id.*

22. Annot., 47 A.L.R.3d 566, 571 (1970).

23. *Id.*

to the particular facts and circumstances of each individual case."[24] Among these factors are whether the activity took place on or off the premises and in or out of working hours; whether the employer took the initiative in organizing or sponsoring the activity; whether the employer contributed money or equipment for the activity; and whether the employer derived any benefit from the activity.[25]

As a general proposition, however, the practitioner can expect the Iowa Industrial Commissioner and the Iowa Supreme Court to look initially at three broad categories into which a recreational activity will fall within the course of the employment.[26] The injury to the employee is compensable when (1) it occurs "on the premises during a lunch or recreational period as a regular incident of the employment";[27] or (2) when "the employer expressly or impliedly requires participation by the employee or makes the activity part of the services of the employee and thereby brings the activity within the orbit of the employment";[28] or (3) 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 recreational and social life."[29]

Commentators have termed the second test for determining whether a recreational activity is within the course of employment the "control test."[30] The third test enumerated above has commonly been referred to as the "business-related benefit test."[31] Until recently, however, neither test had been explicitly adopted by the Iowa Industrial Commissioner or the Iowa Supreme Court to determine under what circumstances an employee's recreational injury may be considered to arise out of and in the course of the employment.[32]

III. Social Activities

Although the Iowa cases in this area of workers' compensation law are

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24. *Id.*

25. Larson, *supra* note 1, § 22.24, at 5-106.

26. *See, e.g.*, Helle v. Globe Life & Accident Ins. Co., 31st Biennial Report, Iowa Indus. Comm'r 48 (1974), *rev'd*, 32nd Biennial Report, Iowa Indus. Comm'r 249 (1976).

27. Larson, *supra* note 1, § 22.00, at 5-71. Injuries which occur while the employee is participating in recreational activities on the work premises during lunch hours or rest periods are not within the scope of this Note. *See* note 6 *supra*.

28. Larson, *supra* note 1, § 22.00, at 5-71.

29. *Id.* (emphasis added).

30. 3 Ohio N.U.L. Rev. 1346, 1350 (1976).

31. *Id.* at 1351.

32. The case of *Farmers Elevator Co. v. Manning*, 286 N.W.2d 174 (Iowa 1979), was the first Iowa Supreme Court case to discuss the Larson tests for the compensability of an injury sustained by an employee while participating in a social activity. Note 19 *supra*. An arbitrator of the Iowa Industrial Commissioner impliedly adopted the business-related benefit test in *Faust v. City of Dubuque*, 33rd Biennial Report, Iowa Indus. Comm'r 27 (1978).

relatively new,[33] the Iowa Industrial Commissioner and the Iowa Supreme Court have developed their own tests for determining whether an injury suffered by an employee at a company-sponsored social activity[34] is compensable under the Iowa workers' compensation act. The evolution of these tests may be viewed more clearly by analyzing the decisions in terms of the type of social activity in which the employee's injury occurred.

A. *Company Picnics*

It has been suggested that within the broader category of company-sponsored picnics may be included various similar types of outings such as business meetings held at country or lake houses, awards banquets, "fun weekends" and golf outings.[35] In Iowa, however, only the injury arising in the context of a company-sponsored picnic has been considered by the Iowa Industrial Commissioner.[36]

In *Wohlwend v. Allied Mills, Inc.*, the claimant was an office worker who sought workers' compensation benefits for the injuries she received while attending a picnic for the office personnel of the employer.[37] The claimant was severely burned when her dress caught fire during the preparation of a charcoal fire by other picnickers.[38] The issue, of course, was whether the injuries to the claimant arose out of and in the course of her employment.[39] In affirming the decision of the arbitrator, who had denied an award of compensation, the Iowa Industrial Commissioner held without discussion, that the claimant had failed to sustain by a preponderance of the evidence[40] that her injuries arose out of and in the course of her employment.[41] The opinion of the Industrial Commissioner was affirmed on appeal to the district court in an unpublished opinion and no appeal was taken to the Iowa Supreme Court.[42]

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33. The earliest reported Iowa decision in the area of social activities is the *Wohlwend v. Allied Mills, Inc.*, 22nd Biennial Report, Iowa Indus. Comm'r 56 (1955). As is apparent from the decisions cited in this section of the Note, most of the case law in this area has developed over the last decade.

34. "Social activity" as used in this Note refers to nonsporting activities such as picnics, outings and parties.

35. LARSON, *supra* note 1 § 22.23, at 5-86.

36. Wohlwend v. Allied Mills, Inc., 22nd Biennial Report, Iowa Indus. Comm'r 56 (1955).

37. *Id.*

38. *Id.*

39. *Id.*

40. The claimant in a workers' compensation case has the burden of proving that the injury arose out of and in the course of the employment. The Iowa Supreme Court and the Industrial Commissioner have consistently held that the claimant must sustain this burden by a preponderance of the evidence. *See, e.g.*, Benedict v. St. Mary's Corp., 255 Iowa 847, 853, 124 N.W.2d 548, 551 (1963); Faust v. City of Dubuque, 33rd Biennial Report, Iowa Indus. Comm'r 27 (1978).

41. Wohlwend v. Allied Mills, Inc., 22nd Biennial Report, Iowa Indus. Comm'r 56.

42. *Id.* at 57.

The decision of the Industrial Commissioner in *Wohlwend* did not elaborate on the factors considered by the arbitrator in arriving at the conclusion that the claimant had failed to meet her burden of proving that her injuries arose out of and in the course of her employment. Consequently, potential claimants were left with only a blanket determination that injuries which occur at company picnics are not compensable.

A more recent case decided before an Iowa Industrial Commissioner arbitrator indicates, however, there are a number of factors that the decision maker will consider in determining whether an injury suffered at a company-sponsored picnic is compensable. In *Dankert v. Mirco Ltd.*,[43] the defendant employer sponsored an anniversary picnic for its employees.[44] The president and principle stockholder of the defendant announced the company would provide the food and refreshments for the picnic, and paid for these items by checks in the name of the company.[45] Although the claimant informed his supervisor he did not think he could attend the picnic, there was evidence indicating the supervisor and another employee told the claimant they "thought he better be there."[46] While attending the picnic, the claimant joined a football game being played by other employees and received a broken ankle when he was tackled.[47]

In finding that the claimant received an injury which arose out of and in the course of his employment with the defendant,[48] the arbitrator first outlined the Larson tests[49] for determining when an injury which occurs while the employee is participating in a recreational or social activity is within the course of employment.[50] The arbitrator then undertook the following analysis:

> It is quite evident that this case does not fall within the first rule as set down by Professor Larson in that the picnic was not held on defendant's premises. Although it would appear from the evidence presented that [defendant's president] felt he would be able to tell his dedicated employees by seeing who appeared at the picnic and it would be a winding down from the summer as well as a morale booster it would not appear to be a great enough benefit to the defendant as to fall within Professor Larson's third rule. The testimony from claimant as well as claimant's supervisor, and [others] was that he was 'expected' to be at the picnic. Although [defendant's president] testified that he did not require his em-

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43. No. 16401 (Iowa Indus. Comm'r, filed July 20, 1979), *aff'd*, No. 477516/16401 (Iowa Indus. Comm'r, filed Jan. 31, 1980).

44. Dankert v. Mirco, Ltd., No. 16401, slip op. at 1 (Iowa Indus. Comm'r, filed July 20, 1977).

45. *Id.* at 2.

46. *Id.*

47. *Id.*

48. *Id.* at 3.

49. *Id.* at 2-3.

50. *Id.* at 3. *See also* text accompanying notes 25-27 *supra*.

> ployees to attend the picnic, his employees in reaction to his statements felt that if they did not attend the picnic they would suffer some adverse consequence[s].[51]

The foregoing language clearly indicates that the case was decided under the control test,[52] primarily because the employer's president had stated to other employees that he "expected" certain employees to be at the picnic and also indicated he felt all "dedicated employees" would be there.[53] The arbitrator concluded that there was sufficient evidence in the record to support the conclusion that the claimant's fear of reprisal by his employer was the primary motivation for his attendance at the picnic.[54] It follows, therefore, in view of the arbitrator's holding in *Dankert*, that if an employee is coerced, however remotely, into attending a company-sponsored picnic, such coercion will be sufficient to fulfill the requirements of the control test[55] and will support a finding that the employee's injury occurred in the course of the employment.

The *Dankert* case is also significant because it provides some insight into the factors the arbitrator considered in ruling that the company-sponsored picnic did not provide the employer with a substantial direct benefit beyond the intangible value of improvement of employee morale.[56] In the analysis quoted above,[57] the arbitrator indicated that a mere boost in employee morale is not sufficient to fulfill the "business related benefit" test for determining when a recreational or social activity is within the course of employment.[58] Therefore, although the *Dankert* decision does not elaborate on what does constitute substantial direct benefit to the employer, it clearly stands for the proposition that a mere boost in employee morale will not in itself be sufficient to declare a company-sponsored social activity within the course of the employment.[59]

As a general rule, therefore, when the employer plans a regular outing and encourages his employees to go to a specific place for the outing, it may be stated that the employer, by his actions, has expanded the time and space limits of the employment to the area where the picnic or outing takes place.[60] If, in addition, there is evidence showing that the employer has derived substantial benefit from the outing, the combination of control and benefit "should easily suffice to bring the activity within the course of

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51. *Id.*
52. *See* text accompanying note 26 *supra.*
53. Dankert v. Mirco, Ltd., No. 16401, slip op. at 2 (Iowa Indus. Comm'r, filed July 20, 1979).
54. *Id.*
55. LARSON, *supra* note 1, § 22.00, at 5-71.
56. No. 16401, slip op. at 3 (Iowa Indus. Comm'r, filed July 20, 1979).
57. *See* text accompanying note 49 *supra.*
58. *See* text accompanying note 27 *supra.*
59. No. 16401, slip op. at 3 (Iowa Indus. Comm'r, filed July 20, 1979).
60. LARSON, *supra* note 1, § 22.23, at 5-91.

employment."[61]

B. *Company-Sponsored Parties*

Not until 1978 did the issue of the compensability of an injury sustained at a company party arise in a proceeding before the Iowa Industrial Commissioner. In *Faust v. City of Dubuque*,[62] an arbitration proceeding brought before a Deputy Industrial Commissioner, the claimant was a laborer for the city who attended a Christmas party sponsored by the defendant employer.[63] The party took place at the city garage and the claimant's supervisor purchased beer for the event.[64] The claimant was injured in an altercation with a co-employee which was precipitated by the employee's refusal to return the claimant's car keys so that the claimant could leave the party in his own vehicle.[65] The claimant, whose operator's license was under suspension at the time, assaulted his well-meaning co-employee in an attempt to regain custody of the keys.[66] When the co-employee struck the claimant in self-defense, the claimant fell to the floor, receiving the head injury for which he sought compensation.[67] In reaching his decision that the injury to Faust did not "arise out of" the claimant's duties for his employer,[68] the arbitrator first observed that the burden of establishing that the injury arose out of and in the course of the employment rests upon the claimant.[69] Moreover, the arbitrator clearly recognized, although he did not refer to it specifically, the "business-related benefit" test[70] as an aid in determining whether the injury arose out of and in the course of the employment. "In this case, the claimant was attending a Christmas party given by his employer in recognition of a good year's work done, with *obvious benefits* to the employer."[71]

As in *Wohlwend*,[72] the arbitrator in *Faust* did not elaborate on what factors he considered in arriving at the conclusion that the employer re-

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61. *Id.*

62. 33rd Biennial Report, Iowa Indus. Comm'r 27 (1978).

63. *Id.*

64. *Id.* Section 85.16 of the IOWA CODE provides that no compensation shall be allowed for an injury caused when intoxication of the employee was the proximate cause of the injury. There was no evidence in the *Faust* case that the employee was intoxicated.

65. Faust v. City of Dubuque, 33rd Biennial Report, Iowa Indus. Comm'r 27 (1978).

66. *Id.*

67. *Id.*

68. *Id.* at 28.

69. *Id.* The arbitrator cited *Benedict v. St. Mary's Corp.*, 255 Iowa 847, 124 N.W.2d 548 (1963) for the proposition that the employee bears the burden of establishing that the injury arose out of and in the course of the employment.

70. *See* text accompanying note 27 *supra*.

71. Faust v. City of Dubuque, 33rd Biennial Report, Iowa Indus. Comm'r 27, 28 (emphasis added).

72. *See* text accompanying notes 34-40 *supra*.

ceived "obvious benefits" from sponsoring the Christmas party. Rather, the decision in *Faust* turned on the arbitrator's finding that "the altercation was not incident to any of the claimant's employment functions, even when one considers the activities at the Christmas parties [sic] to be a legitimate employment function."[73] As a result, the factors to which the arbitrator looked for guidance in determining whether the employer received substantial direct benefits from the party remained unclear. Indeed, from the standpoint of arriving at a workable test to determine when injuries incurred at a company party are compensable, the case is of little precedential value.

Shortly after the arbitrator rendered his decision in *Faust*, however, the Iowa Supreme Court was presented with its first opportunity to decide the issue of whether compensation should be awarded to an employee who is injured while participating in a company-sponsored party. In *Farmers Elevator Co. v. Manning*,[74] the claimant worked as a salesman for the elevator.[75] His duties included selling an animal health product manufactured by the Supersweet Feed Company.[76] At the request of the claimant and Supersweet, the elevator purchased food for a dinner given for the customers of the elevator who purchased a specific amount of the Supersweet product, while Supersweet arranged for a building and furnished the drinks.[77] The elevator did not expressly order the claimant to attend the dinner, but the claimant testified at the hearing before the arbitrator "he felt an obligation to the elevator to do so."[78] Following the dinner, the claimant, who had been drinking but was not intoxicated, remained on the premises for two or three hours to converse with fellow employees and customers.[79] On his way home, the claimant fell asleep at the wheel of his vehicle and suffered serious neck and back injuries when his vehicle left the road.[80] Subsequently, the employee sought compensation for his injuries.

Initially, the court rejected the employer's argument that the claimant failed to establish he was performing any employment duties or engaging in any acts incidental to his employment while attending the dinner.[81] The court, after noting the employer's argument was apparently based on the allegation that the claimant's presence at the dinner was not "required" by his employer,[82] declared that in some instances[83] the course of employment

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73. 33rd Biennial Report Iowa Indus. Comm'r 27, 28.
74. 286 N.W.2d 174 (Iowa 1979).
75. *Id.* at 175.
76. *Id.*
77. *Id.* at 176.
78. *Id.*
79. *Id.*
80. *Id.*
81. *Id.* at 176-77.
82. *Id.* at 177.
83. As a general rule, the so-called "going and coming" rule would bar recovery by a claimant who is either on his way to or home from his place of employment. *See, e.g.*, Pribyl v.

requirement goes beyond the actual period of employment:

> An injury in the course of the employment embraces all injuries received while employed in futhering the employer's business and injuries received on the employer's premises, provided that the employee's presence must ordinarily be required at the place of the injury, or, if not so required, employee's departure from the usual place of employment must not amount to an abandonment of employment or be an act wholly foreign to his usual work. An employee does not cease to be in the course of his employment merely because he is not actually engaged in doing some specifically prescribed task, if, in the course of his employment, he does some act which he deems unnecessary for the benefit or interest of his employer.[84]

The court in *Manning*, therefore, applied the business-related benefit test to determine that the party, sponsored in part by the employer, was a course of employment activity, and that the injury the claimant received while traveling home was compensable.[85] As to the benefit derived by the elevator, the court declared that the "claimant's participation in the dinner furthered the goal of cultivating customer goodwill and that the claimant's participation in the dinner was both authorized by and beneficial to the Elevator."[86]

While the *Manning* decision constitutes an important precedent in the employer-sponsored recreational and social activities area of workers' compensation law, there is a danger the case may be distinguished on its facts. Specifically, the elevator and the feed company co-sponsored the party attended by the claimant, and as a result of this co-sponsorship the benefits the elevator received by having the feed company customers attend were, to a significant extent, more tangible than the benefits an employer might receive by sponsoring a party for employees only. Moreover, the claimant in *Manning* was a salesman,[87] and the Iowa Supreme Court has consistently held that the salesman's calling is "one that demands somewhat special obligation."[88] It is conceivable, therefore, a non-salesman employee would be required by the court to show in a more convincing manner that his attendance at an employer-sponsored social activity was required, or that a party given for non-salesman employees provided the employer with a more substantial direct benefit.

The Iowa Industrial Commissioner and the Iowa Supreme Court could,

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Standard Elec. Co., 246 Iowa 333, 67 N.W.2d 438 (1954). Many commentators, however, suggest that the time has come to do away with the rule altogether, reasoning that the trip to and from work is often the most dangerous part of the employee's job. *See, e.g.*, Horowitz, *Worldwide Workmen's Compensation Trends*, 59 KY. L.J. 37 (1970).

84. Farmers Elevator Co. v. Manning, 286 N.W.2d 174, 177 (Iowa 1979). *See also* Bushing v. Iowa Ry. & Light, 208 Iowa 1010, 1018, 226 N.W. 719, 723 (1929).

85. Farmers Elevator Co. v. Manning, 286 N.W.2d at 179.

86. *Id.* at 178.

87. *Id.* at 175.

88. *E.g.*, Linderman v. Cownie Furs, 234 Iowa 708, 713, 13 N.W.2d 677, 680 (1944).

however, avoid the pitfalls of distinguishing future cases from *Manning* by considering factors other than employer control over the employee or the business-related benefit rule. Professor Larson, for example, suggests that the following questions should be asked by the courts in order to determine whether the social activity is sufficiently work-related to support a finding that the activity was in the course of the employment:

> Did the employer in fact sponsor the event? To what extent was attendance really voluntary? Was there some degree of encouragement to attend in such factors as taking record of attendance, paying for the time spent, requiring the employee to work if he did not attend, or maintaining a known custom of attending? Did the employer finance the occasion to a substantial extent? Did the employees regard it as an employment benefit to which they were entitled as of right? Did the employer benefit from the event, not merely in a vague way through better morale and good will, but through such tangible advantages as having an opportunity to make speeches and awards?[89]

By following this checklist of questions, the Iowa courts and the Industrial Commissioner can avoid the difficulties and inconsistencies encountered in the application of a *sine qua non* test such as the control or business-related benefit tests.

Finally, if the Iowa Supreme Court continues to apply the business-related benefit rule, it should decide with some degree of specificity the kind of benefit necessary to bring the social activity within the course of employment. It has been suggested, for example, that even though the business-related benefit inurring to the employer is not immediately measurable, if the benefit which the employer receives is "sufficiently related to the performance of the required duties of the employee"[90] it is proper to assume the legislature intended the employer to bear the risk of injury incidential to an employer-sponsored party.[91]

Such an interpretation would, however, hold an employer liable for his "generosity or encouragement of activities wholly outside the reasonable contemplation of the employment contract."[92] Consequently, as one commentator has suggested, the business-related benefit test must be determinative only where the employer has received a *"direct and substantial benefit"* from the employee's participation in a company-sponsored party or

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89. LARSON, *supra* note 1, § 22.23, at 5-85.

90. Kohlmayer v. Keller, 24 Ohio St. 2d 10, 263 N.E.2d 231, 233 (1970). The case involved an employee who was injured while attending a picnic sponsored, paid for and supervised by the employer. In upholding an award of compensation to the claimant, the court held that the picnic was given by the employer for the purposes of generating friendly relations with his employees, and the injury was, therefore, sustained in the course of employment. *Id.*, *see also* 3 OHIO N.U.L. REV. 1346, 1351 (1976).

91. 3 OHIO N.U.L. REV. 1346, 1352 (1976).

92. *Id.* at 1353.

outing.[93]

Therefore, absent evidence such as the employer sponsorship in *Manning*, or the control over the employee noted by the arbitrator in *Dankert*, an individual intangible benefit inurring to the employer should not be the controlling factor in the determination that the injury arose out of and in the course of the employment.[94]

IV. Sporting Activities

Perhaps more hazardous than the Christmas office party[95] or the touch football game at the company picnic[96] are the individual sporting activities and competitive team sports in which many employers encourage their employees to participate.[97] Such activities range from hunting[98] with a prospective customer to playing on a company-sponsored softball team.[99] As might be imagined, these activities have also produced a seemingly endless variety of injuries to employees, including accidental gunshot wounds,[100] drownings[101] and cerebral hemorrhages.[102] As in the case of social activities, injuries sustained by an employee while participating in sporting activities raise complex legal issues which the courts in Iowa are just beginning to resolve.

It can be said, however, that the law which has developed in the sporting activities area follows a pattern similar to that observed in the social activities such as picnics, parties and outings.[103] Specifically, if an employer supervises or encourages employee participation in the sporting activity and employee injuries result, the Iowa Supreme Court and the Iowa Industrial Commissioner have generally allowed workers' compensation coverage.[104] Indeed, many of the same variables arise in the case of company-sponsored social events: "on or off the premises and in or out of working hours; varying shades of employer initiative; differences in amount of employer contribu-

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93. *Id.* at 1352 (emphasis added).

94. *Id.*

95. *See* text accompanying notes 59-85 *supra.*

96. *See* text accompanying notes 33-58 *supra.*

97. Indeed, one large Des Moines corporation has a gymnasium in its basement where company employees may participate in volleyball and basketball games during their lunch periods. *See* Des Moines Tribune, Nov. 7, 1980, at 32, col. 1.

98. Fintzel v. Stoddard Tractor & Equip. Co., 219 Iowa 1263, 260 N.W. 725 (1935).

99. Winey v. International Harvester Co., No. 16097 (Iowa Indus. Comm'r, filed Aug. 30, 1978).

100. Fintzel v. Stoddard Tractor & Equip. Co., 219 Iowa 1263, 260 N.W. 725 (1935).

101. Helle v. Globe Life & Accident Ins. Co., 31st Biennial Report, Iowa Indus. Comm'r 48 (1974), *rev'd*, 32nd Biennial Report, Iowa Indus. Comm'r 249 (1976).

102. Winey v. International Harvester Co., No. 16097 (Iowa Indus. Comm'r, filed Aug. 30, 1978).

103. 3 Ohio N.U.L. Rev. 1346, 1353 (1976).

104. *See, e.g.*, Danico v. Davenport Chamber of Commerce, 232 Iowa 318, 5 N.W.2d 619 (1942); Winey v. International Harvester Co., No. 160917 (Iowa Indus. Comm'r, filed Aug. 30, 1978).

tion of money or equipment; differing quantities and types of employer benefit."[105] It should be noted at the outset that the Iowa Supreme Court has not ruled on the specific question of whether injuries suffered by employees while participating on company-sponsored athletic teams are compensable. There are, however, decisions in this area of workers' compensation law at the administrative level.[106] In addition, the Iowa Supreme Court has addressed on several occasions the related issue of whether injuries received while the employee is engaged in an individual sporting activity are compensable.[107] These decisions are helpful in analyzing the future posture of the Industrial Commissioner and the court as they are presented with the company-sponsored team issue. As in the field of social activities[108] the evolution of the law in the area of sporting activities may be viewed more clearly by analyzing the decisions in terms of the type of sporting activity in which the employee was injured.

A. *Hunting*

In *Fintzel v. Stoddard Tractor & Equipment Co.*,[109] the Iowa Supreme Court addressed for the first time the issue of whether an injury received while the employee was participating in a sporting event was compensable. In that case, the Industrial Commissioner awarded compensation to a salesman for injuries he received while hunting with the son of a prospective customer who had made the arrangements for the hunting trip.[110] In upholding the Industrial Commissioner's award of compensation, the court held that the claimant's hunting trip was both "incidental and tributary" to the purpose of the claimant's trip to the prospective customer's farm,[111] and, therefore, that the hunting trip was designed in part to "*further the employer's business*".[112]

It is clear from the italicized language that the court in *Fintzel* recognized the necessity of establishing a causal link between the sporting activity and the employment. The requirement of furthering the employer's business has carried over into the modern cases involving varied types of sporting activities,[113] and seemingly lies at the heart of the business-related

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105. LARSON, *supra* note 1, § 22.24, at 5-106.

106. Winey v. International Harvester Co., No. 16097 (Iowa Indus. Comm'r, filed Aug. 30, 1978).

107. *See, e.g.*, Linderman v. Cownie Furs, 234 Iowa 708, 13 N.W.2d 667 (1944); Danico v. Davenport Chamber of Commerce, 232 Iowa 318, 5 N.W.2d 619 (1942); Fintzel v. Stoddard Tractor & Equip. Co., 219 Iowa 1263, 260 N.W. 725 (1935).

108. *See* text accompanying notes 31-91 *supra*.

109. 219 Iowa 1263, 260 N.W. 725 (1935).

110. *Id.* at 1265, 260 N.W. at 725.

111. *Id.* at 1268, 260 N.W. at 727.

112. *Id.* (emphasis added).

113. *See* notes 103-04 *supra*.

benefit rule[114] for determining when a recreational or social activity falls within the course of the employment.

B. *Boating*

The Iowa Supreme Court was again confronted with the issue of whether an injury suffered while participating in a sporting activity is compensable in *Danico v. Davenport Chamber of Commerce*.[115] In that case, the decedent was employed by the Chamber of Commerce as secretary to the Chamber's convention bureau, and it was his job to induce organizations to hold their conventions in the city.[116] As part of his job duties, the decedent was expected to attend receptions held for the benefit of prospective conventioneers.[117] While on a motorboat ride on the Mississippi River following such a reception, the claimant fell from a catwalk on the boat and drowned.[118]

In upholding the Industrial Commissioner's award of compensation to the decendent's dependents, the court held that the deceased at the time of the accident was engaged in the character of work for which he was employed.[119] Therefore, the court reasoned, a causal connection existed between the conditions under which the claimant's kind of work was performed and the claimant's death.[120]

More importantly, however, the court in *Danico* articulated the following rule to be applied in cases which involve injuries to employees who are participating in sporting activities:

> An injury in the course of employment embraces all injuries received while employed in furthering the employer's business and injuries received on the employer's premises, provided that the employee's presence must ordinarily be required at the place of injury, or, if not so required, employee's departure from the usual place of employment must not amount to an abandonment of employment, or be an act wholly foreign to his usual work.[121]

This rule has become the focal point of the inquiry by the court in the sporting injuries cases. However, the rule, while ostensibly limiting recovery to cases in which the employee has not entirely abandoned the employment, created more questions than it resolved. The most significant question, of course, is when and under what circumstances is the employee furthering the employer's business?

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114. *See* text accompanying note 27 *supra*.
115. 232 Iowa 318, 5 N.W.2d 619 (1942).
116. *Id.* at 319, 5 N.W.2d at 620.
117. *Id.* at 319-20, 5 N.W.2d at 621.
118. *Id.* at 322, 5 N.W.2d at 622.
119. *Id.* at 326, 5 N.W.2d at 624.
120. *Id.*
121. *Id.* at 325, 5 N.W.2d at 623.

C. *Fishing*

The Iowa Supreme Court attempted to answer the question in *Linderman v. Cownie Furs.*[122] In that case, the claimant was a salesman for a fur company which sponsored on a yearly basis a contest between the company's salesmen to determine which one could secure the most storage business.[123] The reward for the contest winner was a fishing trip to the company's Minnesota cabin at the company's expense.[124] The claimant won the contest. While on a fishing trip at the employer's cabin, he drowned when the boat in which he was riding sank.[125]

The court in *Linderman* affirmed the award of benefits to the surviving dependents of the decedent and held that the business-related benefit test was the proper test for determining when an injury suffered by a claimant while taking part in a sporting activity is compensable under the Iowa workers' compensation act.[126] Quoting a Connecticut case,[127] the court in *Linderman* held:

> Where an employer merely permits an employee to perform a particular act, without direction or compulsion of any kind, the purpose and nature of the act becomes of great, often controlling sigificance in determining whether an injury suffered while performing it is compensable. If the act is one for the benefit of the employer or for the mutual benefit of both an injury arising out of it will usually be compensable; on the other hand, if the act being performed is for the exclusive benefit of the employee so that it is a personal privilege or is one which the employer permits the employee to undertake for the benefit of some other person or for some cause apart from his own interests, an injury arising out of it will not be compensable.[128]

The court in *Linderman,* therefore, recognized the underlying rationale which justifies an award of compensation to an employee who is injured while participating in a recreational activity outside the premises of the employer. If the activity benefits the employer, an injury sustained during that activity will be compensable.[129] Consequently, since the fishing excursion during which the decedent in *Linderman* drowned benefited the employer by providing employee incentive to meet sales goals,[130] the injury was compensable.[131] The *Linderman* case is also significant because the court re-

122. 234 Iowa 708, 13 N.W.2d 677 (1944).
123. *Id.* at 709, 13 N.W.2d at 678.
124. *Id.*
125. *Id.* at 710, 13 N.W.2d at 678.
126. *Id.* at 714, 13 N.W.2d at 680-81.
127. Smith v. Seamless Rubber Co., 11 Conn. 365, 150 A. 110 (1930).
128. 234 Iowa at 714, 13 N.W.2d at 680.
129. LARSON, *supra* note 1, § 22.00, at 5-72.
130. 234 Iowa at 714, 13 N.W.2d at 680.
131. *Id.*

jected the defendant's argument that the decedent was not compelled by the employer to accept the invitation to go on the trip and, therefore, that the decedent was not "required" within the meaning of the compensation act to participate in the excursion.[132] The court simply stated that if the activity is in "any manner dictated by the course of employment to further the employer's business,"[133] it is sufficient to support an award of compensation.

D. *Swimming*

The Iowa Industrial Commissioner rejected the claimant's argument that swimming in a motel pool furthered the employer's business in *Helle v. Globe Life & Accident Insurance Co.*,[134] a review[135] decision before the Iowa Industrial Commissioner. In *Helle* the deceased was a member of life insurance sales crew which was staying at a motel while soliciting both prospective policyholders and applicants for positions on the sales force.[136] While waiting to interview an applicant for a crew position, the deceased apparently requested and received permission from his employer to go swimming in the motel pool.[137] The decedent was unable to swim and drowned.[138] Subsequently, his widow brought an action for death benefits before the Industrial Commissioner.[139]

In affirming the arbitrator's denial of compensation,[140] the Industrial Commissioner held that the employee had decided on his own volition to go swimming, and not at the direction of the employer.[141] For that reason, the Commissioner concluded, the necessary employer compulsion or employer benefit which would indicate the activity was employer-sponsored was lacking.[142]

The *Helle* case indicates that in order to determine whether a sporting activity such as swimming falls within the course of employment, an arbitrator will apply the tests of employer control over the employee or business-

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132. *Id.* at 712, 13 N.W.2d at 679.

133. *Id.*

134. 31st Biennial Report, Iowa Indus. Comm'r 48 (1974), *rev'd*, 32nd Biennial Report, Iowa Indus. Comm'r 249 (1976).

135. Section 86 of the IOWA CODE provides that the Industrial Commissioner may review the decision, order or ruling of a Deputy Commissioner in any contested case upon his own motion. Generally, the motion to review a decision order or ruling in all contested cases must be filed within twenty days of the decision, order or ruling of the Deputy.

136. 31st Biennial Report, Iowa Indus. Comm'r 48 (1974), *rev'd*, 32nd Biennial Report, Iowa Indus. Comm'r 249 (1976).

137. *Id.*

138. *Id.*

139. *Id.* at 49.

140. *Id.* at 51.

141. *Id.* at 50.

142. *Id.* at 51.

related benefit to the employer.[143] The Industrial Commissioner in *Helle* cited as controlling the decision in *Linderman*[144] and concluded there was no evidence in the record "to support a finding that the activity in which decedent was engaged was under any compulsion from his employer;"[145] or that "the employer derived any benefit other than the nebulous prospect that the employee's morale would be improved."[146] The Industrial Commissioner conceded, however, that "an employee who receives an injury while engaged in an employer-sponsored recreational or social activity would be more entitled to compensation than one who was not."[147]

E. *Motocross Racing*

More recently, the issue of whether an injury sustained while the employee is taking part in a sporting activity arose in the context of motocross racing.[148] In that case, an arbitration hearing before a Deputy Industrial Commissioner, the claimant was the son of the owner of a motorcycle dealership which specialized in building and modifying competition motorcycles for motocross racing.[149] The claimant suffered injuries which rendered him a quadriplegic when the motorcycle he was test riding after normal working hours crashed in a vacant lot which was located some distance from the employment premises.[150]

The claimant's duties at the motorcycle dealership consisted of assembling motorcycles shipped from Japan to the dealership, and preparing the cycles for competition.[151] The claimant, who was an expert motocross racer with an impressive record in competition,[152] raced the motorcycles in order to show the results of the dealership's assembly and modification efforts.[153] It was in preparation for a motocross race that the claimant suffered the injuries for which he sought compensation.[154]

In his decision, the arbitrator first reiterated the general test for determining whether an injury arises out of and in the course of employment.[155]

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143. *Id. See also* text accompanying notes 26-29 *supra.*
144. *See* text accompanying notes 118-129 *supra.*
145. 31st Biennial Report, Iowa Indus. Comm'r at 51.
146. *Id.*
147. *Id.* at 50.
148. Lewis v. Lewis Suzuki Villa, 33rd Biennial Report, Iowa Indus. Comm'r 151 (1978).
149. *Id.* at 152.
150. *Id.* at 153.
151. *Id.* at 152.
152. *Id.*
153. *Id.*
154. *Id.*
155. *Id.* at 153. The Deputy held that an injury is in the course of employment when it occurs within the period of employment, at a place where the employee may be in the performance of duties and while he is fulfilling those duties or engaged in doing something incidental thereto. *See also* Bushing v. Iowa Ry. & Light, 208 Iowa 1010, 226 N.W. 719 (1929). The Dep-

The arbitrator held that if it could be shown the employer derived a substantial direct benefit from the claimant's racing "beyond the intangible value of improvement in employee health and morale that is common to all kinds of recreational and social life,"[156] then the claimant's injuries were compensable as arising out of and in the course of the employment.[157] The arbitrator in *Lewis* concluded, therefore, that such a benefit had been demonstrated, and as a result, the claimant's injuries were compensable.[158]

More important than the ultimate outcome, however, the decision provides a good general discussion of what factors the arbitrator considered in arriving at the conclusion that the sporting activity provided the employer with the requisite business-related benefit. Specifically, the arbitrator noted that the employer provided the claimant with transportation to and from the motocross races, as well as fees, food, lodging and gasoline while the claimant was on a racing trip.[159] In addition, the employer utilized the successful racing accomplishments of the claimant in its advertising campaign by including racing photographs and race results in newspaper advertisements for the dealership.[160] The arbitrator also considered evidence which indicated that the employer received free advertising from newspaper accounts of the claimant's racing success, and from the fact the claimant wore racing apparel which advertised the dealership.[161] The arbitrator concluded that these facts, taken collectively, were sufficient to indicate that the employer derived a substantial benefit from the claimant's racing activity.[162]

F. *Team Sports-Softball*

Suprisingly, there is practically no case law in Iowa dealing with the issue of the compensability of an injury suffered by an employee while participating on a company-sponsored team.[163] Despite the lack of precedent,

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uty held that an injury arises out of the employment if a causal connection exists between the conditions under which the work was performed and the resulting injury. *See also* Musselman v. Central Tel. Co., 261 Iowa 352, 154 N.W.2d 128 (1967).

156. Lewis v. Lewis Suzuki Villa, 33rd Biennial Report, Iowa Indus. Comm'r 151 (1978).

157. *Id.*

158. *Id.* at 154.

159. *Id.* at 152.

160. *Id.*

161. *Id.*

162. *Id.* at 153. A similar factual situation was presented in an Arizona case, *Truck Ins. Exch. v. Industrial Comm'r*, 22 Ariz. App. 158, 524 P.2d 1331 (1974). There, the deceased was employed as an automobile salesman who prevailed upon his employer to modify a car for racing purposes. The deceased, an avid racer, was killed in a time trial for a race. The court held that the racing activity was within the course of the deceased's employment, primarily because the employer furnished the racing car, budgeted money for its upkeep, and gave the employee permission to race it. All of these facts, the court concluded, indicated the employer anticipated and received a benefit from the racing.

163. Decisions from the jurisdictions surrounding Iowa suggest that the issue of whether an injury sustained while participating in an employer-sponsored team sport is becoming more

however, it can be said with some degree of certainty that the Iowa Industrial Commissioner and the Iowa Supreme Court will, if presented with such a case, examine essentially the same factors they have considered in the social activities and individual sporting activities cases.

Specifically, the Industrial Commissioner and the court would likely award compensation "if the game is played on the premises during a lunch or recreational period."[164] This is because the time and place indicia of course of employment are most easily fulfilled in such cases.[165] Secondly, if the employer sponsors the team to the extent that it becomes part of an employment recreational program actively promoted by the employer, then there is a strong argument favoring a finding of employment connection, and hence compensability.[166] In addition, evidence showing that the employer made tangible contributions in the form of financial support, athletic equipment and prizes may, when taken collectively, lead to a finding of sufficient employer involvement to justify compensation.[167] Finally, if there is evidence indicating the employer has derived a benefit from its sponsorship of the team, this too may lead to a finding of compensability.[168]

The Iowa Industrial Commissioner considered a number of these factors in *Winey v. International Harvester Co.*[169] In that case, the deceased was a member of a company softball team sponsored by the employer.[170] Although the team was formed at the employee's request, there was evidence indicating that the employer made substantial contributions to the shirts, hats and equipment of the team.[171] Moreover, the shirts which the players wore dur-

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frequently litigated. An early Minnesota case, *Le Bar v. Ewald Bros. Dairy*, 217 Minn. 16, 13 N.W.2d 729 (1944) held that an injury to an employee during a softball game was compensable because the employer paid the team's entrance fees and furnished equipment and uniforms with the name of the employer affixed to the backs. In *McDonald v. St. Paul Fire & Marine Ins. Co.*, 288 Minn. 452, 183 N.W.2d 276 (1971), however, the court affirmed the denial of compensation to an employee injured in a softball game because there was little evidence that the employer controlled the team or received from it substantial benefit. In Illinois, the supreme court reviewed a denial of compensation to an employee who fractured an ankle while playing on a company-sponsored softball team. Illinois Bell Tel. Co. v. Industrial Comm'r, 61 Ill. 2d 139, 334 N.E.2d 136 (1975). In that case, the court concluded that where the employer paid for the equipment, encouraged participation on the team and in the softball league and permitted team members to hold meetings on the work premises, the injury arose out of and in the course of the employment.

164. LARSON, *supra* note 1, § 22.24, at 5-106.

165. *Id.*

166. *Id.* § 22.24, at 5-108.

167. *Id.* at 5-109.

168. *Id.* at 5-110.

169. No. 16097 (Iowa Indus. Comm'r, filed Aug. 30, 1978). The arbitrator, although finding that the activity (a softball game) in which the claimant was initially injured was within the course of employment, denied compensation on the grounds there was no correlation between the activity and the claimant's eventual death from a brain hemorrhage. *Id.* at 3-4.

170. *Id.* at 3.

171. *Id.*

ing league games carried the name of the employer and the employer allowed the team to practice on its grounds.[172] Finally, although the players did not receive additional compensation for playing on the team, the employer permitted solicitation of players for the softball team on the premises during the lunch hour.[173]

Recognizing initially the rule that "recreational activity, standing alone, is insufficient to place participation in the activity in the course of employment,"[174] the arbitrator determined that certain factors, when taken collectively, benefited the defendant to an extent sufficient to bring the activity within the course of employment.[175] Specifically, the arbitrator concluded that the lettering on the shirts constituted a promotional benefit to the employer, and that the participation of the team in a community softball league "would help promote goodwill on behalf of the employer in the community."[176]

Therefore, the *Winey* decision suggests that an employer's donation of uniforms, entry fees and practice facilities lend strong support to the argument that an activity is employer-sponsored, and, therefore, within the course of employment.[177] Moreover, when evidence of substantial employer benefit from sponsorship of the team is added to the sponsorship evidence, a strong demonstration of a course of employment activity is made.[178]

It is equally clear from *Winey*, however, that a claimant attempting to show that an injury suffered while participating on a company-sponsored team occurred in the course of employment must be prepared to show the means by which the employer received such benefits.[179] The mere assertion that the employer received only advertising benefits from its sponsorship of the team will likely be insufficient to support an award of compensation.[180]

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172. *Id.*
173. *Id.*
174. *Id.*
175. *Id.*
176. *Id.*
177. *Id.*
178. *Id.*
179. *Id.*
180. LARSON, *supra* note 1, § 22.24, at 5-110. Professor Larson suggests that if the employer's real purpose in sponsoring the team is to obtain an outlet for advertising, that alone is sufficient to render the activity work-connected. However, "if the advertising value is incidental, flowing, for example, from the mere presence of the company name on the player's jerseys", Larson suggests that this may not be enough to bring the activity within the course of employment. *Id. Compare* Doblinski v. General Motors Acceptance Corp., 22 A.D.2d 724, 254 N.Y.S.2d 168 (1964) (compensation denied an employee who was injured while enroute to a company sponsored bowling match for which the employer provided bowling shirts with the company name) *with* Jewel Tea Co. v. Industrial Comm'r, 6 Ill. 2d 304, 128 N.E.2d 699 (1955) (compensation was awarded to an employee injured in a softball game). In *Jewel Tea*, the court found an advertising benefit in the jerseys bearing the company name even though the games were attended mostly by friends and relatives of the players.

V. Conclusion

As indicated by the numerous cases discussed, a rule to determine when a recreational activity, whether it be a picnic, party or individual or team sporting activity, falls within the course of employment has been slow to evolve in Iowa. It is equally clear, however, that in recent years the Iowa Industrial Commissioner and the Iowa Supreme Court have adopted specific rules by which to determine the compensability of these types of injuries. Employers, compensation insurance carriers and the workers' compensation practitioner can be assured that when the issue arises in the future, the Industrial Commissioner and the court will require more than a mere showing that the recreational activity increased worker efficiency and morale.

Such an approach is commendable, because the recreation cases must submit to some time and space limitations within which the benefit to the employer establishes work connection. Without these limitations, there would be no stopping point which could be defined short of complete coverage of all of the employee's social and recreational activities.[181]

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181. Larson, *supra* note 1, § 22.24, at 5-113.