146 Cal.App.3d 252 (1983)
194 Cal. Rptr. 90

MARILYN EZZY, Petitioner,

v.

WORKERS' COMPENSATION APPEALS BOARD, GASSETT, PERRY & FRANK et al., Respondents.

Docket No. AO19625.

Court of Appeals of California, First District, Division Two.

August 19, 1983.

256 *256 COUNSEL

Eugene Michael Hyman and Dailey & Hyman for Petitioner.

Clark Barber and Hoge, Fenton, Jones & Appel for Respondents.

OPINION

SMITH, J.

Petitioner, Marilyn Ezzy, sought and was granted a writ of review after the Workers' Compensation Appeals Board
257 (hereafter WCAB) *257 denied Ezzy's petition for reconsideration and affirmed the decision of the workers' compensation judge who found that petitioner's injury did not arise out of and in the course of her employment.

The sole issue before us is whether the injury to petitioner's finger, which occurred during a company-sponsored softball game, arises out of and in the course of her employment, and is therefore compensable.

Marilyn Ezzy (hereafter Ezzy) at all relevant times was employed by the law firm of Gassett, Perry & Frank (hereafter GPF) as a law clerk. On or about August 15, 1980, Ezzy participated in an employer-sponsored softball game, during which she injured the little finger on her right hand as she attempted to catch a fly ball.

The record of the WCAB hearing discloses that GPF participated in a softball league composed primarily of civil defense law firms. The rules of the league required that the teams be composed of both men and women, and required forfeiture if less than four women were present on each team.

John Burton, (hereafter Burton) is a partner in GPF, and was the team coach. Burton stated that he did not have to recruit players; a sign up was conducted of all those who wanted to play. Burton testified that it was not a requirement that everyone will play. Some of the older and less athletically inclined members of the firm did not play. Some, but not all, of the secretaries participated. Everyone in the GPF firm, player and nonplayer alike, was provided at the firm's expense a special teeshirt emblazoned with his or her GPF billing number. Burton testified that GPF paid for the balls, bats and postgame refreshments. A postseason awards banquet was provided by GPF to which all employees were invited. Burton stated that no one was ever reprimanded or fired for not playing.

Burton further testified that his secretary sent around memos reminding office personnel of games or practice. Burton stated that Administrative Director's Rule 9883, regarding off-duty recreational activities, was neither posted nor read to employees. Burton testified that "the better players were more encouraged to be present than some of the ones that were not so good. That would also depend on how many men we had and how many women we had." Burton stated that his team had never forfeited a game, and that he always had the correct number of female players there. He further testified that he did have one or two problems making sure one of their key women would be present at the games. Burton admitted that, although no business was derived from the games, they were very good for office spirit.

258 Ezzy testified that she did not volunteeer but was "drafted" to join the team. On the first day after she returned from

vacation, Burton approached *258 Ezzy, handed her a teeshirt, a schedule of games and practices, and said, "At the next one we'll see you there." Ezzy understood there was a coed requirement, and when there appeared to be shortage of women, the female members were urged to get out and play. Ezzy felt there was a spirit of camaraderie that the firm was trying to create, and that the strong urgings to play and the concern over having an adequate number of females led her to believe that she should play softball. Ezzy stated that the firm paid for postgame pizza and other refreshments. Ezzy testified that on one occasion home movies of a softball game were shown in the conference room of GPF offices during working hours, and that she and others were called in to watch. At the awards banquet, Burton received a whip as a gag-gift because he was such a "hard driver."

In his "Opinion On Decision," the workers' compensation judge stated that participation in the softball game, while encouraged, was not a requirement or a reasonable expectancy of petitioner's job. Petitioner contends that the workers' compensation judge erred in concluding that petitioner's injury did not occur in the course of employment. We agree.

DISCUSSION

I

At the outset, we note that the application of Labor Code section 3600, subdivision (a)(8) (hereafter referred to as section 3600, subdivision (a)(8)) to the instant factual setting presents a close case. We find nothing in the case law to guide us; no appellate court has yet construed section 3600, subdivision (a)(8).

Before examining the evidence as reflected by the record, we must consider the applicable statute, section 3600, subdivision (a)(8),[1] which reads, in pertinent part, as follows:

"(a) Liability for the compensation provided by this division ... shall, without regard to negligence, exist against an employer for any injury sustained by his or her employees arising out of and in the course of the employment and for the death of any employee if the injury proximately causes death, in those cases where the following conditions of compensation concur:

259 *259 ".... ....

"(8) Where the injury does not arise out of voluntary participation in any off-duty recreational, social, or athletic activity not constituting part of the employee's work-related duties, *except where these activities are a reasonable expectancy of, or are expressly or impliedly required by, the employment.* The administrative director shall promulgate reasonable rules and regulations requiring employers to post and keep posted in a conspicuous place or places a notice advising employees of the provisions of this subdivision. Failure of the employer to post such a notice shall not constitute an expression of intent to waive the provisions of this subdivision." (Italics added.)

The clear language of section 3600, subdivision (a)(8) first states the rule — recovery may be had for injuries arising out of and in the course of employment if those injuries do *not* arise out of voluntary participation in athletic activities. Stated conversely, no recovery may be had where the injury arises from voluntary participation in athletic activities. The section then states exceptions to the rule of noncompensability. Where athletic activities are either a "reasonable expectancy of, or are expressly or impliedly required by, the employment" injuries arising therefrom *are compensable.*

The key legal question to be decided here is whether Ezzy's participation was a reasonable expectancy of her employment at GPF.

(1) Respondent erroneously assumes that the question of "reasonable expectancy" is one of fact. While factual findings form the foundation upon which a court bases its determination that a "reasonable expectancy" exists, the question requires a conclusion derived from those facts which is itself *legal* in nature. Furthermore, the question of "reasonable expectancy" is but a subset of the ultimate issue — whether the applicant's injury arose out of and in the course of her employment.

With respect to the ultimate issue, the scope of our review is clear: "`Where ... there is no real dispute as to the facts, the question of whether an injury was suffered in the course of employment is one of law and a purported finding of fact

on that question is not binding on an appellate court.'" (*Dimmig* v. *Workmen's Comp. Appeals Bd.* (1972) 6 Cal.3d 860, 864 [101 Cal. Rptr. 105, 495 P.2d 433]; see also *Reinert* v. *Industrial Acc. Com.* (1956) 46 Cal.2d 349, 358 [294 P.2d 713]; *Hulbert* v. *Workmen's Comp. Appeals Bd.* (1975) 47 Cal. App.3d 634, 639 [121 Cal. Rptr. 239].)

Other areas of the law have attempted to give a specific meaning to this phrase. (2) In connection with insurance law, the "doctrine of reasonable expectations" has been applied so that ambiguities in an insurance policy are to be resolved in accordance with *the reasonable expectations of the insured.* (*Auto-Owners Ins. Co.* v. *Jensen* (8th Cir.1981) 667 F.2d
260 714, *260 721.) (3) With respect to Fourth Amendment law, a person's "reasonable expectation of privacy" is one which is *subjectively* held by the person searched, and which society recognizes as *objectively* reasonable. (*People* v. *Bradley* (1969) 1 Cal.3d 80, 85 [81 Cal. Rptr. 457, 460 P.2d 129].) (4) In the context of labor law, for purposes of establishing whether a person is an employee when determining whether a majority of employees have agreed to union representation, the determination is based upon *the employee's reasonable expectation* of future or continued employment. (*Montgomery Ward & Co., Inc.* v. *N.L.R.B.* (7th Cir.1981) 668 F.2d 291, 298.)

In each of the situations mentioned above, the law looks to the expectations of the person who is being protected and measures his subjective understanding against a neutral and unbiased standard. (5) It is our view that the test of "reasonable expectancy of employment" in the context of the case at bar consists of two elements: (1) whether the employee subjectively believes his or her participation in an activity is expected by the employer, and (2) whether that belief is objectively reasonable.

The effect of this test is to recognize *only* expectations which are objectively reasonable. Stated another way, the employer is protected from liability for injuries where an employee's belief that he or she is expected to participate in an activity is unreasonable. The burden rests upon an employer to insure that no subtle or indirect pressure or coercion is applied to induce involuntary participation by an employee. We do not find this burden to be an onerous one, for the employer's means of protecting himself are peculiarly within his own control.[2]

We turn next to legislative intent. Prior to the enactment of section 3600, subdivision (a)(8), section 3600 made no specific reference to athletic or recreational activities.[3]

261 *261 Section 3600, subdivision (h), now section 3600, subdivision (a)(8), originated as Assembly Bill No. 2555 (1977-1978). The bill analysis prepared by the Assembly Committee on Finance, Insurance, and Commerce when that committee heard Assembly Bill No. 2555 stated "[t]he thrust of [the proposed legislation] appears to overrule ... *Goodman* v. *Fireman's Fund American Insurance Company* (1974) 74 OAK 49472, [which] found that a water skiing injury to an airline stewardess during a four-day layover in Tahiti was an employment-related injury" and therefore compensable. According to the bill analysis, the legislation was also intended to overrule *Lizama* v. *Workmen's Comp. Appeals Bd.* (1974) 40 Cal. App.3d 363 [115 Cal. Rptr. 267], which held compensable an injury to a janitor, who, after receiving permission from his employer, used a company power saw after work hours. The committee report emphasized that the activities were held compensable because they were reasonably foreseeable or expectable in the work setting.

(6a) Section 3600, subdivision (a)(8) was therefore intended to draw a brighter line delimiting compensability by replacing the general foreseeability test with one of "reasonable expectancy" of employment.

(7) (See fn. 4.) At the time Assembly Bill No. 2555 was under consideration, two cases adjudicated by the WCAB in 1976 and 1977 were presumptively[4] known to the Legislature, yet there is no hint in the committee analysis that the Legislature was displeased with those results.

In *Pacific Tel. & Tel. Co.* v. *Workers' Comp. Appeals Bd.* (*Brady*) (1976) 41 Cal.Comp.Cases 771, Ms. Brady, an employee of the phone company, was injured while playing softball on a team made up wholly of Pacific Telephone Company employees. The team played other phone company teams comprising the league. The games were played off the employer's premises after working hours. Ms. Brady was not a regular team member, but participated on this
262 occasion because the team would otherwise have *262 had to forfeit for lack of sufficient players. Ms. Brady felt job pressure to play when asked to do so by team members who included Ms. Brady's supervisor. The management of the telephone company permitted league formation meetings to be conducted on the premises, and promulgated safety rules. The company photocopy machine was used in the dissemination of league and team information. Also, raffles to