



DECISION OF COMMISSION

In the Matter of:

Ronald W. Carter  
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Virginia Lancers, Inc.  
Vinton, VA 24179

Date of Appeal  
to Commission: November 21, 1985

Date of Review: December 30, 1985

Place: RICHMOND, VIRGINIA

Decision No.: 26151-C

Date of Mailing: December 31, 1985

Final Date to File Appeal  
with Circuit Court: January 20, 1986

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This is a matter before the Commission on appeal by the claimant from the Decision of Appeals Examiner (UI-85-7463), mailed November 7, 1985.

ISSUE

Did the claimant meet the eligibility requirements for unemployment compensation as provided in Section 60.1-52.4:1 of the Code of Virginia (1950), as amended?

FINDINGS OF FACT

The claimant was employed by Virginia Lancers, Incorporated, as a hockey player, during the 1983-84 and 1984-85 seasons. The 1984-85 hockey season ended on April 1, 1985, and the claimant had been employed through that date. He filed a claim for benefits effective July 7, 1985. All of his wages during his base period except for \$150 were paid by Virginia Lancers, Incorporated. The claimant had been paid the \$150 by Brabham Petroleum Company to help install a carpet in the hockey rink during the hockey season.

The Deputy held the claimant ineligible for benefits from July 7, 1985, through August 17, 1985, under the provisions of Section 60.1-52.4:1 of the Virginia Unemployment Compensation Act. In appealing the Deputy's determination, the claimant asserted he was not under contract to the Virginia Lancers and that contracts are for one season, which is offered after training camp.

The claimant was duly notified of the Appeals Examiner's hearing on his appeal to be held on October 23, 1985. The claimant did not respond to the notice. The Appeals Examiner then issued a decision affirming the Deputy's ineligibility determination. The claimant appealed from this decision and again asserted he was not under contract to the Virginia Lancers, Incorporated.

#### OPINION

Section 60.1-52.4:1 of the Virginia Unemployment Compensation Act provides:

Benefits based on services, substantially all of which consist of participating in sports or athletic events or training or preparing to participate, shall not be paid to any individual for any week of unemployment which commences during the period between two successive sport seasons, or similar periods, if during the period between two successive sport seasons, or similar periods, if such individual performed such services in the first of such seasons, or similar periods, and there is a reasonable assurance that such individual will perform such services in the later of such seasons, or similar periods.

Although the claimant in this case, in his appeals from both the Deputy's determination and the Appeals Examiner's decision, asserts he had not signed the contract for the upcoming season, it should be noted the above-cited section of the Virginia Code prevents the payment of benefits between seasons if there is reasonable assurance he would perform services in the latter of such seasons. The lack of a signed contract does not mean reasonable assurance does not exist. Based on the information available, it does appear the claimant could have reasonably expected, during the claim weeks in question, to perform services as a hockey player in the 1985-86 season, as he had done in the two previous seasons. In view of this, it is concluded the claimant did not meet the eligibility requirements of the Virginia Act during any weeks benefits were claimed between seasons. (Underscoring supplied

#### DECISION

The decision of the Appeals Examiner is hereby affirmed. I:

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is held that the claimant did not meet the eligibility requirements of the Act from July 7, 1985, through August 17, 1985.

  
Eugene Pitts  
Special Examiner