

The claimant failed to show that she stopped reporting to work due to a coworker's harassment or because of a bedbug infestation. Held she is ineligible for benefits pursuant to G.L. c. 151A, § 25(e)(1).

**Board of Review
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Issue ID: 352-MNJ5-N369

Introduction and Procedural History of this Appeal

The employer appeals a decision by a review examiner of the Department of Unemployment Assistance (DUA) to award unemployment benefits. We review, pursuant to our authority under G.L. c. 151A, § 41, and reverse.

The claimant separated from her position with the employer on January 25, 2025. She filed a claim for unemployment benefits with the DUA, effective January 24, 2025, which was denied in a determination issued on July 22, 2025. The claimant appealed the determination to the DUA hearings department. Following a hearing on the merits, attended only by the claimant, the review examiner overturned the agency's initial determination and awarded benefits in a decision rendered on August 21, 2025. We accepted the employer's application for review.

Benefits were awarded after the review examiner determined that the claimant voluntarily left employment for good cause attributable to the employer and, thus, was not disqualified under G.L. c. 151A, § 25(e)(1). After considering the recorded testimony and evidence from the hearing, the review examiner's decision, and the employer's appeal, we remanded the case to the review examiner to provide the employer with an opportunity to present testimony and offer other evidence. Only the employer attended the remand hearing. Thereafter, the review examiner issued her consolidated findings of fact. Our decision is based upon our review of the entire record.

The issue before the Board is whether the review examiner's decision, which concluded that that the claimant's decision to resign because of a coworker's harassment constituted good cause attributable to the employer, and that she made reasonable efforts to preserve her employment by complaining about it to management, is supported by substantial and credible evidence and is free from error of law, given the record after remand.

Findings of Fact

The review examiner's consolidated findings of fact and credibility assessment are set forth below in their entirety:

1. The claimant worked as a part time housekeeper for the instant employer, a rest home. The claimant worked in the housekeeping/laundry department of the [City A] location.

2. The claimant was hired on 7/3/2024 and began working for the instant employer on 7/8/2024. The claimant's last physical day working for the instant employer was 3/24/2025.
3. The claimant worked for employer [A] beginning on 4/24/2024 and ending on 1/10/2025. The details of this employment are unknown.
4. The claimant worked for employer [B] beginning on 2/27/2024 and ending on 2/19/2025. The details of this employment are unknown.
5. The claimant worked twenty-one (21) to twenty-eight (28) hours per week for the instant employer.
6. The claimant's immediate supervisor at the instant employer was the house manager.
7. The claimant worked with another employee (employee A) in the instant employer's housekeeping/laundry department. The claimant and employee A were friends.
8. The house manager documents issues during employment in employee files. The claimant's employee file had no reports of harassment or complaints from the claimant. The claimant did not report to the house manager or the assistant house manager that she was harassed by any employee. The claimant did not complain to the house manager or assistant house manager about how anyone was speaking to her in the workplace.
9. On or about 1/24/2025, the claimant did not give the instant employer a reason for quitting her employment.
10. Harassment did not play a part in what led to the claimant's separation on or about January 24, 2025.
11. The claimant was a no call no show for her shifts on 1/25/2025 and 1/26/2025. The instant employer has a policy within the employee handbook that two consecutive no call no show absences constitute a voluntary separation.
12. At times, the instant employer has had bedbugs in the [City A] location.
13. The Department of Public Health (DPH) mandates that the instant employer have monthly pest inspections for pests including bedbugs.
14. The instant employer contracts with an accredited pest control company (company A) to perform the monthly pest inspections and treat for any pests when reported. Anytime the instant employer sees bedbugs or receives any

reports of bedbugs, they contact company A to come to the location and treat for bedbugs.

15. The instant employer did not have bedbugs in the [City A] location in January and February 2025. Company A reported no evidence of bedbugs in its monthly inspections in January 2025 and February 2025.
16. The claimant did not report any concerns about bedbugs to the house manager or the assistant house manager. The house manager did not tell the claimant that they have bedbugs and to deal with it.
17. On 2/7/2025, the claimant went to the facility and asked the house manager for a letter, which the house manager wrote. The house manager assumed the claimant was applying for welfare.
18. Employee A had an FID card to carry a taser. On 2/10/2025, employee A brought the taser to work. The house manager terminated employee A for bringing a weapon into the workplace.

Credibility Assessment:

The house manager had detailed, specific, logical testimony about the timeline of the claimant's first separation, return to work, and second separation from employment. The claimant's testimony at the original hearing was vague in comparison. The instant employer's testimony is deemed more credible in this case as to the timeline of events. As such, the examiner found that the claimant did not quit her employment for a two-week period sometime prior to January 24, 2025, because a coworker was harassing her.

At the original hearing, the claimant asserted employee A yelled at, cursed at, and was vulgar towards the claimant, causing her resignation on 1/25/2025. This is not credible considering the instant employer's testimony at the remand hearing. The house manager testified about the claimant's own admission from 2/12/2025 that the claimant had a mental health crisis causing her no call no shows on 1/25/2025 and 1/26/2025, which was inconsistent with the claimant's allegation at the original hearing. Additionally, the house manager testified that the claimant worked in housekeeping with her friend and made no complaints of harassment or disliking how anyone in housekeeping spoke to her. It is logical and reasonable that, if such behavior was occurring, the claimant would have reported it to the instant employer. Both instant employer witnesses offered consistent sequestered testimony that the claimant made no such report. As such, this examiner found that harassment did not play a part in what led to the claimant's separation on or about January 24, 2025.

Because the claimant did not participate in the remand hearing to testify, no findings were made about how any instant employer bedbugs would affect the claimant. Additionally, because the house manager testified that the claimant made

no complaints about bedbugs, she had no explanation as to how the claimant may be affected by them. The house manager offered forthcoming testimony about the [City A] location having bed bugs at times. The house manager was specific about the DPH mandate for monthly inspections as well as the findings from the January 2025 and February 2025 reports from company A. In totality, the house manager's testimony that the [City A] location did not have bedbugs in January and February 2025 was more credible than the claimant's assertions from the original hearing.

Ruling of the Board

In accordance with our statutory obligation, we review the record and the decision made by the review examiner to determine: (1) whether the consolidated findings are supported by substantial and credible evidence; and (2) whether the review examiner's conclusion is free from error of law. Upon such review, the Board adopts the review examiner's consolidated findings of fact except to note as follows. The statement in Consolidated Finding # 2 that the claimant's last day of work was March 24, 2025, is misleading in light of the other findings which provide that the claimant separated from employment following a no-call, no-show on January 25 and 26, 2025.¹ In adopting the remaining findings, we deem them to be supported by substantial and credible evidence. We further believe that the review examiner's credibility assessment is reasonable in relation to the evidence presented. However, as discussed more fully below, we reject the review examiner's legal conclusion that the claimant is eligible for benefits.

In this case, the claimant's employment ended when she failed to call in or report for work on January 25 and 26, 2025. *See* Consolidated Findings ## 9–11. As such, we treat her separation as a resignation. *Olechnicky v. Dir. of Division of Employment Security*, 325 Mass. 660, 661 (1950) (upholding the Board of Review's conclusion that the failure of an employee to notify his employer of the reason for absence is tantamount to a voluntary leaving of employment within the meaning of G.L. c. 151A, § 25(e)(1)).

G.L. c. 151A, § 25(e), provides, in pertinent part, as follows:

[No waiting period shall be allowed and no benefits shall be paid to an individual under this chapter] . . . (e) For the period of unemployment next ensuing . . . after the individual has left work . . . (1) voluntarily unless the employee establishes by substantial and credible evidence that he had good cause for leaving attributable to the employing unit or its agent . . . An individual shall not be disqualified from receiving benefits under the provisions of this subsection, if such individual establishes to the satisfaction of the commissioner that his reasons for leaving were for such an urgent, compelling and necessitous nature as to make his separation involuntary.

¹ According to the employer, the claimant reached out to the employer sometime after her no-call, no show, and worked again for the employer for only half a shift on March 24, 2025. Since this was not continuous employment, we treat these March, 2025, hours as separate, benefit year work, which is not the subject of this appeal. While not explicitly incorporated into the review examiner's findings, this portion of the employer's testimony is part of the unchallenged evidence introduced at the hearing and placed in the record, and it is thus properly referred to in our decision today. *See* *Bleich v. Maimonides School*, 447 Mass. 38, 40 (2006); *Allen of Michigan, Inc. v. Deputy Dir. of Department of Employment and Training*, 64 Mass. App. Ct. 370, 371 (2005).

G.L. c. 151A, § 25(e)(1), expressly assigns the burden to the claimant to establish that her separation was for good cause attributable to the employer or due to urgent, compelling, and necessitous reasons.

When a claimant contends that the separation was for good cause attributable to the employer, the focus is on the employer's conduct and not on the employee's personal reasons for leaving. Conlon v. Dir. of Division of Employment Security, 382 Mass. 19, 23 (1980). Based on the claimant's undisputed testimony at the original proceeding, the review examiner initially concluded that the claimant had met her burden. After remand, we conclude that the claimant has not.

Initially, the review examiner found that the claimant quit her job because a coworker yelled at, cursed at, and was vulgar towards her, and that the employer did not address the claimant's requests for help. *See* Remand Exhibit 6.² After remand, the review examiner's credibility assessment reflects that she has found that testimony not to be credible. In fact, in her consolidated findings, the review examiner concludes that harassment was not the reason why the claimant left her employment. *See* Consolidated Finding # 10.

During the original hearing, the claimant asserted that the facility had an infestation of bedbugs, which contributed to her decision to separate from the employer. However, after remand, the review examiner also found this testimony not to be credible. The employer testified that they have required monthly inspections for bedbugs, and there were no reported incidents in January or February of 2025. *See* Consolidated Finding ## 13 and 15. Nor did the claimant make any reports of seeing any bedbugs to the employer. *See* Consolidated Finding # 16.

Because the record fails to show that there was harassment or bedbugs, or that the employer acted unreasonably in any other regard, the claimant has not shown good cause attributable to the employer to resign.

Our standard for determining whether a claimant's reasons for leaving work are urgent, compelling, and necessitous has been set forth by the Supreme Judicial Court. We must examine the circumstances in each case and evaluate "the strength and effect of the compulsive pressure of external and objective forces" on the claimant to ascertain whether the claimant "acted reasonably, based on pressing circumstances, in leaving employment." Reep v. Comm'r of Department of Employment and Training, 412 Mass. 845, 848, 851 (1992). In this case, the claimant did not provide any evidence to show that she left her position for an urgent, compelling, or necessitous reason.

Even if the Board was to draw a different conclusion, an employee who quits also has the burden to show that she made a reasonable attempt to preserve her employment before leaving, or that such attempt would have been futile. Guarino v. Director of Division of Employment Security, 393 Mass. 89, 93–94 (1984).

The claimant's direct supervisors, the housing manager and the assistant housing manager, testified that the claimant had not spoken to them about employee A's behavior or any issues

² Remand Exhibit 6 is the hearing decision issued after the original proceeding, issued on August 21, 2025.

involving bedbugs. *See Consolidated Finding ## 8 and 16.* As a practice, the employer documents issues that arise in an employee's file. Consolidated Finding # 8. Here, the claimant's file did not show that she had made any reports of employee A's behavior, which would indicate that she had spoken to someone in the employer's management or supervisory team. *See Consolidated Finding # 8.* Moreover, if the claimant had complained about bedbugs, they would have contacted their pest control company to treat the building for pests. *See Consolidated Finding # 14.* This suggests that further efforts to preserve her job at that point were not futile. In short, the claimant failed to make a reasonable effort to preserve her job before abandoning it.

We, therefore, conclude as a matter of law that the claimant voluntarily left her employment without good cause attributable to the employer, or for an urgent, compelling, and necessitous reason within the meaning of G.L. c. 151A, § 25(e)(1).

The review examiner's decision is reversed. The claimant is denied benefits for the week ending January 25, 2025, and for subsequent weeks, until such time as she has had at least eight weeks of work and has earned an amount equivalent to or in excess of eight times her weekly benefit amount.

BOSTON, MASSACHUSETTS
DATE OF DECISION - February 4, 2026



Charlene A. Stawicki, Esq.
Member



Michael J. Albano
Member

**ANY FURTHER APPEAL WOULD BE TO A MASSACHUSETTS
STATE DISTRICT COURT
(See Section 42, Chapter 151A, General Laws Enclosed)**

The last day to appeal this decision to a Massachusetts District Court is thirty days from the mail date on the first page of this decision. If that thirtieth day falls on a Saturday, Sunday, or legal holiday, the last day to appeal this decision is the business day next following the thirtieth day.

To locate the nearest Massachusetts District Court, see:
www.mass.gov/courts/court-info/courthouses

Please be advised that fees for services rendered by an attorney or agent to a claimant in connection with an appeal to the Board of Review are not payable unless submitted to the Board of Review for approval, under G.L. c. 151A, § 37.

MM/rh