

**The claimant presented substantial and credible evidence showing that he was paid wages in excess of the minimum wage requirement and in excess of thirty times his weekly benefit amount during his alternate base period. Held he was monetarily eligible for benefits pursuant to G.L. c. 151A, § 24(a).**

**Board of Review  
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Member  
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**Issue ID: 352-N42M-L6F5**

Introduction and Procedural History of this Appeal

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

The claimant filed a claim for unemployment benefits with the DUA, effective September 14, 2025. On September 22, 2025, the DUA sent the claimant a Monetary Determination explaining that the claimant was not monetarily eligible for benefits. The claimant appealed the determination to the DUA hearings department. Following a hearing on the merits attended by the claimant, the review examiner affirmed the agency's initial determination and denied benefits in a decision rendered on December 12, 2025. We accepted the claimant's application for review.

Benefits were denied after the review examiner determined that the claimant did not have sufficient wages in his base period to meet the eligibility requirements under G.L. c. 151A, §§ 24(a) and 1(a). Our decision is based upon our review of the entire record, including the recorded testimony and evidence from the hearing, the review examiner's decision, and the claimant's appeal.

The issue before the Board is whether the review examiner's decision, which concluded that the claimant did not provide substantial and credible evidence to show that he had sufficient base period wages upon which he could base his claim for benefits, is supported by substantial and credible evidence and is free from error of law.

Findings of Fact

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

1. The claimant worked from March 16, 2025, to September 11, 2025, as a glazier [sic]. The claimant was laid off.
2. The claimant filed a claim for unemployment benefits on September 18, 2025, with an effective date of September 14, 2025.

3. The claimant's prior work was as a contractor (1099 work) in Florida until moving to Massachusetts in March of 2025.
4. The primary base period [most recent four completed quarters] ran from July 1, 2024, to June 30, 2025.
5. The claimant had wages of \$1,350 in the 1<sup>st</sup> Quarter of 2025.
6. The claimant had wages of \$17,550 in the 2<sup>nd</sup> Quarter of 2025.

### 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 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 findings of fact and deems them to be supported by substantial and credible evidence. However, as discussed more fully below, we reject the review examiner's legal conclusion that the claimant is not monetarily eligible for benefits.

In order to be eligible for unemployment benefits, the claimant must have earned sufficient wages in accordance with G.L. c. 151A, § 24, which provides, in pertinent part, as follows:

An individual, in order to be eligible for benefits under this chapter, shall—

(a) Have been paid wages in the base period amounting to at least thirty times the weekly benefit rate; provided, however, that for the period beginning on January first, nineteen hundred and ninety-five the individual has been paid wages of at least two thousand dollars during said base period; provided, further, that said amount shall be increased annually proportionately, rounding to the nearest one hundred dollars, to any increases which have occurred during the prior calendar year in the minimum wage. . . .

Pursuant to G.L. c. 151A, § 24(a), at the time that the claimant filed his claim, he must have been paid wages of at least \$6,300.00<sup>1</sup> and have been paid wages of at least thirty times his weekly benefit rate during his base period.

G.L. c. 151A, § 1(a), defines base period, in relevant part, as follows:

“Base period”, the last four completed calendar quarters immediately preceding the first day of an individual's benefit year; provided, however that if an individual as a result of the above provision does not meet the requirement of clause (a) of section twenty-four, or has reason to believe that he would be eligible for an increase of ten percent or more in his total benefit credit as defined in subsection (a) of section thirty, if his base period was calculated using the last three completed calendar

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<sup>1</sup> G.L. c. 151A, § 24(a), states that a claimant must have earned \$2,000.00 in the base period. However, this amount has been changed, as required under the statute, based on changes to the minimum wage. The minimum amount of wages necessary to meet the monetary threshold at the time the claimant filed her unemployment claim was \$6,300.00.

quarters and any weeks in which wages were paid to the individual during the incomplete calendar quarter in which the individual files a claim, . . . then the term “base period” shall mean the last three completed calendar quarters and any weeks in which wages were paid to the individual in the incomplete calendar quarter in which the individual files a claim for benefits; provided, further, that if a claimant received weekly compensation for temporary total disability under the provisions of chapter one hundred and fifty-two . . . for more than seven weeks within the base period, as heretofore defined, his base period shall be lengthened by the number of such weeks, but not to exceed fifty-two weeks, for which he received such payments . . . .

Consistent with this definition, the claimant’s primary base period for his 2025-01 claim ran from July 1, 2024, to June 30, 2025. Finding of Fact # 4. His alternate base period, which includes the uncompleted quarter in which the claimant filed his claim (the third quarter of 2025) plus the three completed quarters prior to that, ran from October 1, 2024, through September 13, 2025. *See* Finding of Fact # 2.

Although we agree with the review examiner’s conclusion that the claimant was not monetarily eligible for benefits based on wages paid to him during his primary base period, she failed to consider the claimant’s eligibility for benefits based on evidence of his earnings in his alternate base period. Under G.L. c. 151A, § 1(a), the alternate base period may be used if the claimant is not monetarily eligible based on the wages paid to him in his primary base period, and if he provides evidence of his wages in the uncompleted calendar quarter in which he filed his claim. *See also* 430 CMR 4.85(1)(a).

Prior to the hearing, the claimant submitted all his paystubs from the date that he started employment as a glazer in the 1<sup>st</sup> quarter of 2025, through the date of his separation on or about September 11, 2025. *See* Finding of Fact # 1. These paystubs, which were admitted into the record as Exhibit 7, pages 1–25, show that the claimant was paid gross wages totaling \$33,750.00 through the date of his separation.<sup>2</sup> Using this information, we can discern that the claimant was paid wages of \$14,850.00 in the incomplete 3<sup>rd</sup> quarter of 2025. *See* Findings of Fact ## 5 and 6. Therefore, the information provided by the claimant is sufficient to conduct an assessment of his monetary eligibility for benefits using the wages paid to him in his alternate base period.

As noted above, to be monetarily eligible for a claim, the claimant must have been paid at least thirty times his weekly benefit rate in the alternate base period and also must have been paid at least \$6,300.00 in the alternate base period. The benefit rate is equal to fifty percent of a claimant’s average weekly wage. G.L. c. 151A, § 29(a). The average weekly wage is defined as “an amount equal to one twenty-sixth of the total wages reported for an individual in the two highest quarters of his base period; provided that if wages reported include not more than two quarters in said base period, his weekly wage shall be deemed to be one thirteenth of the total reported for the highest quarter.” G.L. c. 151A, § 1(w).

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<sup>2</sup> Exhibit 7 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).

The claimant's alternate base period contains three quarters of wages. The two highest quarters are the 2<sup>nd</sup> quarter of 2025, during which the claimant was paid \$17,550.00, and the 3<sup>rd</sup> quarter of 2025 up to September 13, 2025, during which he was paid \$14,850.00. The total amount of wages from these two quarters, \$32,400, is divided by twenty-six, which results in an average weekly wage of \$1,247.00, rounded up to the nearest dollar. The average weekly wage divided by two is a weekly benefit amount of \$624.00. Thirty times this benefit rate is \$18,720.00, an amount less than the total amount of wages paid to the claimant during his alternate base period. Thus, the claimant was paid at least thirty times his benefit rate, and he meets both requirements of G.L. c. 151A, § 24(a). He is monetarily eligible for an unemployment claim.

As to the total amount of benefits the claimant may receive on his claim, G.L. c. 151A, § 30(a), provides that "the total benefits which an unemployed individual may receive during his benefit year shall be an amount equal to thirty-six percent of his wages in the base period, or an amount equal to thirty times his benefit rate, whichever is less, plus dependency benefits payable under section 29 . . . ." Here, thirty times the claimant's weekly benefit rate is \$18,720.00. Thirty-six percent of his total base period wages of \$33,750.00 is \$12,150.00. So, the maximum amount of benefits he may receive is \$12,150.00, since that is the lesser of the two amounts.

We, therefore, conclude as a matter of law that the claimant is monetarily eligible for an unemployment claim pursuant to G.L. c. 151A, § 24(a).

The review examiner's decision is affirmed in part and reversed in part. The claimant is monetarily eligible for an unemployment claim using his alternate base period, with a benefit rate of \$624.00 per week.

**BOSTON, MASSACHUSETTS**  
**DATE OF DECISION - January 21, 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](http://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.

LSW/rh