The employer paid $450 to full-time employees as an employee benefit for child-care and uniforms. When the claimant changed her schedule to part-time, she lost this benefit. The employer offered to discuss her concerns about her pay, but the claimant did not do so. Therefore, whether or not the claimant had good cause attributable to the employer to resign, she is ineligible for benefits under G.L. c. 151A, § 25(e)(1), because she failed to make a reasonable effort to preserve her job before leaving.

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Issue ID: 352-NDDL-8K86

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 resigned from her position with the employer on February 15, 2025. She filed a claim for unemployment benefits with the DUA, effective March 2, 2025, which was approved in a determination issued on May 15, 2025. The employer appealed the determination to the DUA hearings department. Following a hearing on the merits attended by both parties, the review examiner affirmed the agency's initial determination and awarded benefits in a decision rendered on October 24, 2025. We accepted the employer's application for review.

Benefits were awarded after the review examiner determined that the claimant left employment for good cause attributable to the employer and, thus, was not disqualified under G.L. c. 151A, § 25(e)(1). 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 employer's appeal.

The issue before the Board is whether the review examiner's decision, which concluded that the claimant was eligible for benefits because a change in her pay created good cause attributable to the employer to resign, 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 employer is a dental practice. The claimant was a dental hygienist for the employer. The claimant worked for the employer from May 20, 2024, through February 15, 2025.

2. The claimant's direct supervisor was the dentist/owner (dentist) of the dental practice.

3. The claimant worked full days on Monday through Wednesday. On Thursday and Friday, she worked half-days. The claimant was paid a salary with full medical benefits.

4. The claimant received other childcare and scrub allowance [sic] as additional benefits.

5. The claimant received reimbursement from the employer for continuing education classes in dental hygiene and myofunctional therapy.

6. The claimant received a welcome letter on June 3, 2024, from the employer. The employer (dentist/owner) suggested that claimant and the dentist coauthor a chapter in a (TMD) Temporomandibular Disorders book that the dentist was writing. The dentist hoped to co-author a chapter once the claimant and he/dentist completed myofunctional therapy training.

7. On November 3, 2024, the claimant told the dentist/owner that she was pregnant. The claimant asked for accommodations to her work schedule.

8. The claimant asked the dentist if she could work two days as a dental hygienist and the other days as a myofunctional therapist. The dentist did commit to making a schedule change to accommodate her pregnancy but was uncommitted about her role as myofunctional therapist in the dental practice.

9. In December 2024, the claimant introduced the dentist/owner to a potential dental hygienist hire. The claimant was planning to take time off for her pregnancy and she was trying to transition into a myofunctional therapy role when she returned from her pregnancy leave.

10. In December 2024, the dentist/owner told other employees in the practice that the claimant was pregnant and that her work schedule would be adjusted to accommodate her pregnancy.

11. On or about January 7, 2025, the claimant had a follow-up discussion with the dentist about her transition to a part-time schedule. The claimant envisioned that she would work three days with two days off for a total of 24 hours.

12. There was an additional discussion with the dentist about the claimant transitioning from her dental hygienist role to providing myofunctional therapy for patients.

13. On January 29, 2025, the claimant asked the dentist if her new work schedule be ~~to work~~ [sic] full-days Monday through Wednesday, with Thursday and Friday off.

14. The dentist instead offered the claimant a two-day full-time work schedule. The claimant was allowed to choose which two days she would work full-time.

15. On February 11, 2025, the claimant noticed that her paycheck was missing the $450.00 scrub allowance/child-care stipend. The claimant was still receiving her full health benefits.

16. The claimant spoke with the office manager about the payroll discrepancy.

17. The claimant was scheduled to work on February 12, 2025. The claimant noticed that she was removed from the work schedule.

18. The claimant inquired why she was removed from the February 12th work schedule.

19. The office manager informed the claimant that she was removed from the schedule due to a lack of patients. The office manager also told the claimant to speak with the dentist regarding the scrub allowance/childcare stipend.

20. The claimant attempted to speak with the dentist on the same day about her scrub allowance/childcare stipend removal from her paycheck but was unable to do so because the dentist had left for the day.

21. On February 11, 2025, the claimant sent the dentist a lengthy email in the evening inquiring about the missing scrub allowance/child-care stipend. The claimant wrote that her pregnancy information was confidential, and she was upset that it was disclosed to office staff.

22. The claimant also stated that she had a concern that she was scheduled to work on February 12, 2025, but was removed from the work schedule. The claimant also stated in her email that this was an urgent issue and wanted a reply.

23. The dentist replied to the claimant's email on February 11, 2025, and apologized for disclosing her pregnancy information. The dentist indicated in his email that he was under the impression that the claimant was making plans to leave the practice. The dentist suggested that they should plan to meet in-person on Thursday, February 13, 2025.

24. The claimant replied on February 11, 2025, to the dentist's email on that she wanted a callback because of the urgency. The dentist stated that he would meet with her on Thursday, February 13, 2025, at around 11:00 a.m.

25. The claimant and the dentist did not meet on February 13, 2025. The claimant and the dentist did not have a further discussion about the scrub allowance/childcare [sic] removal.

26. On February 15, 2025, the claimant sent an email to the dentist stating she was resigning effectively immediately. The claimant explained that she quit her job because the dentist removed the scrub allowance and/childcare stipend from her paycheck without prior notice.

[Credibility Assessment:][1]

The claimant credibly testified that she was not informed at the time of hire that the bonus/scrub allowance pay was only for full-time employees. The claimant only learned of this condition after noticing that the allowance had been removed from her paycheck. This change resulted in a reduction in her overall pay.

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, we disagree with the review examiner's legal conclusion that the claimant is entitled to benefits.

Because the claimant resigned from her employment, we analyze her eligibility for benefits pursuant to G.L. c. 151A, § 25(e)(1), which 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 . . . [or] if such individual established 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. . . .

The express language of these provisions assigns the burden of proof to the claimant. The review examiner concluded that the claimant met her burden. We disagree.

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).

[1] We have copied and pasted here the portion of the review examiner's decision, which includes his credibility assessment.

Urgent, compelling, and necessitous reasons refers to personal circumstances such as sudden loss of childcare or a medical condition that render a worker unable to continue performing the job. *See* Manias v. Dir. of Division of Employment Security, 388 Mass. 201, 204 (1983) (childcare demands may constitute urgent and compelling circumstances) (citations omitted.); *see also* Dohoney v. Dir. of Division of Employment Security, 377 Mass. 333, 335–336 (1979) (pregnancy or a pregnancy-related disability, not unlike other disabilities, may legitimately require involuntary departure from work). Here, the claimant has not presented any personal circumstances as the reason she resigned from her position.

Instead, the review examiner found that she quit her job because the employer changed her compensation, specifically by removing the benefit for scrubs and childcare. *See* Finding of Fact # 26. We consider whether this reduction in pay constituted good cause attributable to the employer to leave her job.

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).

Here, the claimant was hired to work full-time for the employer as a dental hygienist. *See* Findings of Fact ## 1 and 3. In addition to the claimant's hourly rate at $60 per hour, she was paid $450 biweekly for scrubs and for childcare.[2] *See* Finding of Fact # 4. On November 3, 2024, the claimant informed the employer that she was pregnant, and that she wanted to work part-time, which the employer accommodated. *See* Findings of Fact ## 7, 8, and 10–11. On February 11, 2025, she noticed that her paycheck was missing the scrubs allowance and childcare stipend. Finding of Fact # 15.

As the review examiner noted in his decision, the employer maintained that it removed the scrub and childcare benefits that it was paying to the claimant when she became classified as a part-time employee. Even if the claimant was unaware that she would lose these benefits when she became a part-time employee, we believe that converting from full-time to part-time is a reasonable basis for an employer to remove a fringe benefit. Thus, we are not persuaded that the claimant had good cause attributable to the employer to resign.

However, even assuming *arguendo* that the removal of the scrub allowance and childcare stipend was good cause attributable to the employer to resign, our analysis does not stop here. The Supreme Judicial Court has held that an employee who voluntarily leaves employment due to an employer's action has the burden to show that she made a reasonable attempt to correct the situation or that such attempt would have been futile. Guarino v. Dir. of Division of Employment Security, 393 Mass. 89, 93–94 (1984). In this case, the record shows that the employer wanted to address her concerns.

On February 11, 2025, the claimant noticed that the $450 scrub and childcare allowance was missing from her paycheck. Finding of Fact # 15. She spoke to the office manager, who referred

[2] The claimant's $60 hourly rate and the additional $450 biweekly pay for scrubs and childcare are part of the unchallenged evidence introduced at the hearing and placed in the record, and they are 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).

her to the dentist owner. *See* Findings of Fact #3 16 and 19. Because the dentist had left for the day, she emailed him, and he suggested that they could meet in person to discuss her concerns on February 13, 2025. Despite her request for a phone call right away, the employer responded that he would meet with her on February 13, 2025, at 11:00 a.m. *See* Findings of Fact ## 23 and 24. They never met on February 13th. Finding of Fact # 25. As the review examiner explains in his decision, the claimant testified that she did not believe that the employer was taking her concerns seriously and that based on prior interactions, she did not feel that a follow-up meeting would solve the issue. Instead, she resigned on February 15, 2025. Finding of Fact # 26.

While we understand that the claimant wanted the employer to address her concern immediately, and perhaps, in this regard, she felt that the employer was not taking her concerns seriously, the claimant has failed to show why she could not wait two days to meet in person. Given this record, we believe that the employer's offer to meet with her two days after she raised the problem was reasonable. In short, the claimant resigned before the employer had a chance to address her concerns without demonstrating that such a meeting would have been futile.

We, therefore, conclude as a matter of law that the claimant resigned her position without good cause attributable to the employer or urgent, compelling, and necessitous reasons as meant under G.L. c. 151A, § 25(e)(1).

The review examiner's decision is reversed. The claimant is denied benefits for the week beginning March 2, 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 - March 27, 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.

MR/rh