

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

County of Berks,	:	
Petitioner	:	
	:	
v.	:	No. 1214 C.D. 2025
	:	
Unemployment Compensation	:	Submitted: September 14, 2026
Board of Review,	:	
Respondent	:	

BEFORE: HONORABLE PATRICIA A. McCULLOUGH, Judge
HONORABLE STACY WALLACE, Judge
HONORABLE STELLA M. TSAI, Judge

OPINION

BY JUDGE McCULLOUGH

FILED: October 28, 2026

The County of Berks (Employer) petitions for review of the August 22, 2025 order of the Unemployment Compensation Board of Review (Board), which affirmed the June 23, 2025 decision of a referee (Referee) granting unemployment compensation (UC) benefits to Emmalinda Briner (Claimant). Employer argues in this Court that the Board erred in affirming the Referee's decision because Claimant engaged in willful misconduct that disqualifies her from receiving UC benefits pursuant to Section 402(e) of the Unemployment Compensation Law (Law).¹

Upon review, we affirm.

I. BACKGROUND AND PROCEDURAL HISTORY

The material facts of this case largely are undisputed and may be summarized as follows. On February 20, 2025, Claimant applied to a UC Service Center for UC benefits effective February 16, 2025. The service center denied benefits on March 14, 2025, concluding that Claimant had engaged in willful misconduct and,

¹ Act of December 5, 1936, Second Ex. Sess., P.L. (1937) 2897, *as amended*, 43 P.S. § 802(e).

accordingly, was disqualified from receiving benefits pursuant to Section 402(e) of the Law. Claimant appealed the Service Center's decision, and the Referee conducted a hearing on June 17, 2025. Both Claimant and Employer appeared at the hearing with counsel. Claimant testified on her own behalf, and Employer presented the testimony of four witnesses. Based on the testimony and evidence presented, the Referee made the following pertinent findings of fact, which we supplement with evidence from the record, as necessary.

Claimant was employed by Employer from August 2011 through February 20, 2025, as a part-time registered nurse earning \$44.21 per hour. Claimant worked from 7:00 a.m. until 3:00 p.m. on Saturday and Sunday, every other weekend. In January 2025, Employer began investigating Claimant's coworker, having suspected him of stealing worktime. Through the investigation, which included the engagement of a private investigator, Employer learned that the coworker had visited Claimant's home during his work shift on four dates in January 2025. Claimant was not scheduled to work on any of the pertinent dates.

During two interviews conducted on January 30, 2025, and February 4, 2025, Employer's representatives asked Claimant whether the coworker was at her residence on the dates in question (Interviews).² Claimant first responded that the coworker was not at her residence, and when asked a second time, she stated that her personal life was her own business and did not answer further. (Referee Findings of Fact (F.F.) 1-2, 6-11.)³

² Employer conducted the Interviews on days when Claimant was not scheduled to work. (Reproduced Record (R.R.) at 153a.) A representative from SEIU Healthcare Pennsylvania, Claimant's union (Union), was present during both Interviews, either in person or by telephone.

³ Claimant admitted to the Referee that the coworker was, in fact, at her residence on the dates in question. (R.R. at 154a.)

On February 14, 2025, Employer sent Claimant a *Loudermill*⁴ letter advising that she had violated a known work policy by providing false information during the Interviews. (F.F. 12; R.R. at 132a.) More specifically, Employer alleged that Claimant had violated Employer’s Disciplinary Guidelines Policy, which includes disciplinary procedures for the offense of “Refusal to Answer Appropriate Questions from Appropriate Officials or the Deliberate Concealment or Misrepresentation of Information” (Policy). (R.R. at 31a, 44a.) The Policy describes a violation as “[l]ying or misrepresentation or refusing to respond or cooperate with an official acting in [his or her] official capacity.” *Id.* at 44a.⁵ To violate the policy, an employee must (1) be expected to have knowledge of a particular incident or fact; and, (2) “after being properly advised of his or her rights, the employee refuse[s] to answer questions regarding job-related matters” or “deliberately conceal[s] pertinent information and/or willfully misrepresent[s] the facts in question.” *Id.* The Policy requires consideration of mitigating factors, including the employee’s past service, job performance, and involvement in the situation being investigated. *Id.* For discipline, the Policy provides for suspension of 1 to 10 days for a first offense, but permits consideration of discharge if the offense is “serious in nature.” Discharge is required for a second offense. *Id.*; *see also* F.F. 2-5.

Employer advised Claimant in the *Loudermill* letter that she had until February 18, 2025, to submit a written response to the allegations. Claimant did not

⁴ A *Loudermill* letter provides a public employee with (1) written notice of allegations of misconduct, (2) the employer’s substantiating evidence, and (3) an opportunity to respond prior to the imposition of discipline. *Fruchter v. Borough of Malvern*, 303 A.3d 530, 532 n.2 (Pa. Cmwlth. 2023) (citing and quoting *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 546 (1985)).

⁵ Employer also alleged that Claimant violated a work badge policy. That violation did not form the basis of the UC Service Center’s decision, was not addressed by the Referee or Board, and is not at issue in this appeal.

do so, and on February 20, 2025, Employer sent Claimant a letter terminating her employment for providing false and misleading information. (F.F. 12-14; R.R. at 52a-54a, 132a.) Prior to her discharge, Claimant received no other discipline during the 11-year period she worked for Employer. (R.R. at 138a.)

The Union filed grievances on Claimant's behalf, which ultimately were resolved by a settlement agreement entered into among Employer, Claimant, and the Union (Settlement Agreement). In the Settlement Agreement, executed on June 9, 2025, Claimant and the Union agreed that Employer had "just cause" to terminate her employment. In response, Employer agreed to reinstate Claimant's employment and that the period between her termination and reinstatement would be considered an unpaid suspension. (R.R. at 177a.) As of the date of the hearing before the Referee, Claimant had not returned to work. *Id.* at 161a.

Based on the evidence presented at the hearing, the Referee concluded that Employer did not carry its burden to prove that Claimant willfully violated the Policy. Specifically, the Referee concluded that Employer did not follow the disciplinary structure of the Policy, which limited the discipline for a first violation to a suspension of 1 to 10 days unless Employer determined that the violation was serious in nature. The Referee noted that Employer did not advise Claimant that her job was in jeopardy prior to sending the *Loudermill* letter and further did not introduce testimony establishing why Claimant's first-time violation of the Policy was serious enough to warrant termination instead of suspension. Given that Claimant was not the subject of the investigation and that Employer already had obtained from its private investigator the information it requested from Claimant, the Referee determined that Employer had not established that termination was warranted under the Policy. The

Referee accordingly reversed the Service Center's determination and granted benefits. (Referee Decision, 6/23/25, at 3-4; R.R. at 184a-85a.)

Employer appealed to the Board, which affirmed. The Board first noted that the Policy permits discipline only after an employee has been advised of his or her rights and subsequently refuses to participate in an investigation. The Board concluded that Claimant was not advised of her rights before she was questioned by Employer and that Employer's *Loudermill* letter did not qualify as pre-interview notice. (Board Decision, 8/22/25, at 1-2; R.R. at 220a-21a.) The Board also agreed with the Referee that Employer failed to follow the Policy's disciplinary scheme, which requires consideration of mitigating circumstances:

Additionally, [E]mployer did not follow its own disciplinary process. The [Policy] allows for mitigating factors to be considered to determine if termination is warranted upon a first offense. Given that [C]laimant was a long[-]serving employee, never had any prior infractions of any kind, was not the target of the investigation, was not on the clock at the time of the incident[s], and [E]mployer did not need her answers to move forward against the [coworker], this is a case that would reasonably require a prior warning [for] a first offense before termination for a second offense.

Id.

Employer now petitions this Court for review.

II. ISSUES

Employer argues that (1) the Board erred in concluding that Employer failed to prove Claimant's willful violation of a work rule; (2) the Board erred in failing to consider that Claimant's actions violated standards of conduct that Employer rightfully may expect from its employees; and (3) the Board erred in failing to consider that Claimant's discipline was mitigated from termination to an unpaid suspension pursuant to the Settlement Agreement. (Employer's Br. at 4.)

III. DISCUSSION⁶

Section 402(e) of the Law provides that “[a]n employe[e] shall be ineligible for compensation for any week . . . [i]n which [her] unemployment is due to [her] discharge . . . from work for willful misconduct connected with [her] work” 43 P.S. § 802(e). “Willful misconduct” is not defined in the Law, but it has been interpreted to include “(1) wanton and willful disregard of an employer’s interests; (2) deliberate violation of rules; (3) disregard of the standards of behavior which an employer can rightfully expect from an employee; or (4) negligence showing an intentional disregard of the employer’s interests or the employee’s duties and obligations.” *Johns v. Unemployment Compensation Board of Review*, 87 A.3d 1006, 1009 (Pa. Cmwlth. 2014) (citation omitted).

An employer bears the initial burden to prove that an employee engaged in willful misconduct. *Id.* The determination of whether an employee’s actions constitute willful misconduct is a question of law reviewable by this Court on appeal, *id.* at 1010, and it requires consideration of “all of the circumstances, including the

⁶ When reviewing appeals from a Board decision, we will affirm the Board unless (1) constitutional rights were violated, (2) an error of law was committed, or (3) necessary findings of fact are unsupported by substantial evidence. *Hessou v. Unemployment Compensation Board of Review*, 942 A.2d 194, 197 n.3 (Pa. Cmwlth. 2008) (citation omitted). “Substantial evidence” is “such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.” *Ductmate Industries, Inc. v. Unemployment Compensation Board of Review*, 949 A.2d 338, 342 (Pa. Cmwlth. 2008).

The Board is the ultimate factfinder in UC cases and has the authority to resolve issues of credibility, conflicting evidence, and evidentiary weight. *Id.* The prevailing party before the Board is entitled to the benefit of all reasonable inferences drawn from the evidence, and it is irrelevant that the record evidence would support alternative findings. *Id.* Instead, we view the record in the light most favorable to the party that prevailed before the Board, *Chapman v. Unemployment Compensation Board of Review*, 20 A.3d 603, 607 (Pa. Cmwlth. 2011), and the Board’s findings are conclusive on appeal if the record, taken as a whole, contains substantial evidence supporting them, *Hessou*, 942 A.2d at 198. Findings of fact of the Board that are not specifically challenged in this Court are conclusive. *Id.*

reasons for the employee's noncompliance with the employer's policy or directives," *Navickas v. Unemployment Compensation Board of Review*, 787 A.2d 284, 288 (Pa. 2001) (citation and quotation omitted). If an employer meets its initial burden to prove that an employee engaged in willful misconduct, the burden then shifts to the employee to prove good cause for the misconduct, which means that the misconduct was reasonable or justified under the circumstances. *Johns*, 87 A.3d at 1010; *Docherty v. Unemployment Compensation Board of Review*, 898 A.2d 1205, 1208-09 (Pa. Cmwlth. 2006).

Pertinent here, where an employer asserts that it terminated a UC claimant's employment because the claimant violated a work rule, the employer must establish, as part of its case-in-chief, (1) the existence of a work rule; (2) the rule's reasonableness; (3) the claimant's knowledge of the rule; and (4) the claimant's violation of the rule. *Henderson v. Unemployment Compensation Board of Review*, 77 A.3d 699, 718 (Pa. Cmwlth. 2013).

There is no dispute in this case that the Policy exists, that it is reasonable, and that Claimant was aware of it.⁷ The parties' dispute instead centers on whether Employer proved that Claimant willfully violated the Policy or, as Claimant contends and the Board found, Employer failed to prove a violation because it did not advise Claimant of her rights and did not follow the disciplinary scheme contained in the Policy. Alternatively, the parties' dispute whether Claimant is otherwise guilty of willful misconduct by violating general standards of behavior that rightfully were expected of her.

⁷ Although there was testimony presented to the Referee indicating that Claimant might not have been aware of the Policy, the Referee found to the contrary. (F.F. 5.) Claimant signed an acknowledgment in 2011 that she had received a copy of Employer's Employee Handbook, R.R. at 51a, and does not assert in this Court that she was unaware of the Policy.

A. Violation of the Policy

We address Employer's first and third issues together because they both relate to whether Employer carried its burden to prove a willful violation of the Policy that justified terminating Claimant's employment. Employer argues first that the Board erred in concluding that Employer failed to advise Claimant of her rights or follow the Policy's disciplinary scheme. Employer contends that Claimant was advised of her rights because she was accompanied by a Union representative at both Interviews and was aware of the Policy's existence. Employer also insists that it was justified in terminating Claimant's employment under the Policy, which permits termination for first-time violations that are serious in nature. (Employer's Br. at 15-22.) Even if termination was not justified, Employer asserts that it ultimately complied with the Policy's discipline scheme because it reduced Claimant's discipline to a suspension pursuant to the terms of the Settlement Agreement. We must disagree with Employer on all counts.

The Policy provides that an employee commits a violation if, "[a]fter being properly advised of his or her rights," the employee either refuses to answer questions regarding job-related matters⁸ or willfully conceals or misrepresents the facts in question. (R.R. at 44a.) The Board found that Claimant was not advised of her rights before the Interviews, and that finding is supported by substantial evidence in the record. Employer presented no evidence that its representatives advised Claimant of any rights prior to beginning either Interview. Further, the presence of a Union representative at the interviews does not establish that Claimant was advised of any

⁸ Although Claimant has not disputed that she was interviewed about "job-related matters," we note that she was not scheduled to work when Employer conducted the Interviews, and the subject matter of Employer's investigation related to a coworker's on-the-job conduct, not Claimant's.

rights she might have under the Policy or otherwise. Claimant testified that neither Employer *nor* the Union representatives explained any of her rights or the requirements of the Policy prior to or during the Interviews, *see* R.R. at 155a-56a, and the Union could not in any event do for Employer what the Policy requires of it.⁹

The fact that Claimant was or should have been aware of the Policy also does not establish that she was advised of her rights prior to questioning. The Policy itself does not necessarily contain all of Claimant's rights in this regard, and the only evidence presented by Employer of Claimant's awareness of the Policy was Claimant's signed acknowledgement in 2011 that she had received the Employee Handbook. (R.R. at 51a.) Moreover (and to state the obvious), the fact that the Policy explicitly requires Employer to affirmatively and "properly" advise an employee of his or her rights before questioning assumes that an employee's mere awareness of the Policy's existence will not, in itself, satisfy Employer's obligations in this regard. For these reasons, we cannot conclude that the Board erred or abused its discretion in concluding that Employer failed to advise Claimant of her rights prior to conducting the Interviews.

As to Employer's compliance with the Policy's disciplinary scheme,

[i]t is well-established that "an employee's conduct cannot be considered willful misconduct for unemployment compensation purposes when the employer has not adhered to its own progressive disciplinary system in discharging the employee." *Frigm v. Unemployment Compensation Board of Review*, [] 642 A.2d 629, 634 (Pa. Cmwlth. 1994); *see also PMA Reinsurance Corp. v. Unemployment Compensation Board of Review*, [] 558 A.2d 623, 625-26 (Pa. Cmwlth. 1989) (holding that because the employer

⁹ Employer's *Loudermill* letter also did not satisfy Employer's obligation to advise Claimant of her rights *prior to questioning*. The *Loudermill* letter advised Claimant, after the Interviews, that Employer believed she had violated the Policy and was considering "severe disciplinary action." (R.R. at 53a.) Quite obviously, a letter from Employer advising Claimant that she was in violation of the Policy cannot constitute pre-violation notice to Claimant of her rights.

failed to follow its progressive disciplinary policy in discharging the claimant, it also failed to establish the discharge was for willful misconduct); *Brady v. Unemployment Compensation Board of Review*, [] 544 A.2d 1085, 1088 (Pa. Cmwlth. 1988) (concluding the claimant did not commit willful misconduct where employer did not follow its progressive disciplinary policy in terminating the claimant); *Looney v. Unemployment Compensation Board of Review*, [] 529 A.2d 612, 614 (Pa. Cmwlth. 1987) (concluding that “[w]here an employer has established a specific rule applicable to all employees, it must follow its own progressive discipline policy when disciplining specific employees”).

Zimmerman v. Unemployment Compensation Board of Review, 236 A.3d 151, 161 (Pa. Cmwlth. 2020) (*en banc*). The Board concluded that Employer failed to comply with the Policy’s disciplinary scheme by failing to consider mitigating factors and failing to prove that Claimant’s first-time violation of the Policy was serious enough to warrant termination. (R.R. at 220a-21a.) We discern no error by the Board.

First, although Employer argues that the Board erred in this respect, it does not explain how. Employer simply argues that the Policy permits termination for serious violations and that Claimant’s violation was serious. (Employer’s Br. at 20-22.) The Board’s finding to the contrary, however, is supported by substantial evidence in the record. The Board noted that Claimant (1) was a long-serving employee with no prior infractions of any kind, (2) was not the target of the subject investigation, (3) was at home and not scheduled to work on the dates in question, and (4) misrepresented or declined to give Employer information that Employer already had obtained from its private investigator. These facts are all undisputed in the record, and the Policy mandates that they be considered prior to the imposition of discipline. There is no indication that Employer considered them, and they amply support the Board’s finding

that this was not a “serious” violation warranting immediate termination. Employer’s arguments in this regard therefore are without merit.

Employer also summarily contends that the Board failed to consider that Claimant ultimately was not terminated but, rather, was suspended without pay pursuant to the terms of the Settlement Agreement. (Employer’s Br. at 26-28.) We again discern no error. The Settlement Agreement was not executed until approximately four months after Claimant was terminated, and Claimant’s employment still had not been reinstated as of the date of the hearing before the Referee. Thus, even assuming that the Settlement Agreement’s terms could be considered by the Board, the agreed-upon suspension still did not comply with the Policy’s discipline scheme, which provides for a suspension of 1 to 10 days for first violations, not 4 months or longer.¹⁰

B. Violation of Other Standards of Behavior

Employer argues in the alternative that, even if Claimant did not violate the Policy, she nevertheless disregarded standards of behavior that Employer rightfully expected of her. (Employer’s Br. at 22-26.)

A work rule violation need not be shown where the applicable standard of behavior is obvious and the employee’s conduct is so offensive to the employer’s best interests that discharge is an expected result. *Pierce-Boyce v. Unemployment Compensation Board of Review*, 289 A.3d 130, 137 (Pa. Cmwlth. 2022) (citing *Spare v. Unemployment Compensation Board of Review*, 432 A.2d 283 (Pa. Cmwlth. 1981)). In other words, “a disregard of the standard of behavior which the employer ha[s] a

¹⁰ We also note that, although Claimant and the Union conceded in the Settlement Agreement that Employer had “just cause” to terminate her employment, “just cause” is not the same as “willful misconduct” under the Law, and the Settlement Agreement does not specify what conduct constituted “just cause.” (R.R. at 177a.)

right to expect of [an employee], . . . [can be] willful misconduct, apart from whether or not . . . that [employee] violated work rules” *Id.* (quoting *Lee v. Temple University (Personnel)*, 363 A.2d 890, 892 (Pa. Cmwlth. 1976)) (some editing in original). “A disregard of rightfully expected standards of behavior has been described as including a knowing falsehood or misrepresentation to an employer by an employee concerning an employee’s work,” but the employee’s actions in this regard must be “affirmatively deceptive” to constitute willful misconduct. *DeRiggi v. Unemployment Compensation Board of Review*, 856 A.2d 253, 256 (Pa. Cmwlth. 2004) (citations and internal quotations omitted).

Employer contends that Claimant made deliberate misrepresentations during the Interviews regarding whether her coworker was at her residence on the days in question. Relying on this Court’s decisions in *Zelonis v. Unemployment Compensation Board of Review*, 395 A.2d 712 (Pa. Cmwlth. 1979), and *Arias v. Unemployment Compensation Board of Review* (Pa. Cmwlth., No. 251 C.D. 2020, filed February 10, 2022) (unreported),¹¹ Employer insists that Claimant’s “affirmatively deceptive” statements, even if not violative of the Policy, violate other objective standards of behavior and, therein, constitute willful misconduct that precludes an award of UC benefits. We cannot agree.

Both *Zelonis* and *Arias* illustrate that dishonest statements made by an employee to an employer may constitute willful misconduct only where the statements concern the employee’s work. *DeRiggi*, 856 A.2d at 256. This element is missing in this case, which makes it distinguishable from *Zelonis* and *Arias* and precludes a finding of willful misconduct. In *Zelonis*, the claimant, a hotel reservation clerk, took a personal call on his employer’s telephone line during his work shift. Knowing that

¹¹ Although *Arias* is an unreported decision, it may have persuasive value. See Section 414(a) of the Commonwealth Court Internal Operating Procedures, 210 Pa. Code § 69.414(a).

such calls were prohibited except in cases of emergency, the claimant told the employer that it was an emergency call from his wife. *Zelonis*, 395 A.2d at 712-13. After discovering the true nature of the call, the employer confronted the claimant and asked him if the call was from his wife. The claimant insisted that it was and, as a result, was discharged. *Id.* at 713. The claimant was denied UC benefits for willful misconduct, and we affirmed, concluding that a “knowing falsehood or misrepresentation to the employer *concerning the employee’s work* constitutes a willful disregard of the employer’s interest and a departure from the standards of behavior an employer can rightfully expect of an employee.” *Id.* (emphasis added).

Similarly, in *Arias*, the UC claimant was denied benefits for willful misconduct associated with her work as an intake caseworker for a personnel agency. When confronted by the employer with the latest of her serial failures to comply with protocols for properly documenting information, the claimant lied and said that she had merely included the information in the wrong place and would correct the mistake. *Arias*, slip op. at 11-12. The Board denied UC benefits and we affirmed, concluding that the claimant’s actions constituted willful misconduct because they involved a “knowing falsehood or misrepresentation by [the c]laimant *on an issue concerning her work.*” *Id.*, slip op. at 12 (emphasis added).

Although not directly relied upon by Employer, *DeRiggi* extends this principle to dishonest statements made to an employer about a *coworker’s* activity: to constitute willful misconduct, the statements must concern the coworker’s employment. In *DeRiggi*, a UC claimant was terminated for knowing, and lying to his supervisor, about a co-worker’s theft of the employer’s property. 856 A.2d at 254. After he learned of the theft, and to cover for the coworker, the claimant told his supervisor that he had authorized the coworker’s taking of the property. *Id.* at 254-55.

When later interviewed by the employer during an inventory audit, the claimant admitted that he knew about the theft and that he had falsely told his supervisor that he authorized his coworker's taking of the property. *Id.* The claimant thereafter was discharged for lying to the employer about the theft. *Id.*

The Board denied UC benefits based on willful misconduct, and we affirmed. Although we acknowledged that, ordinarily, an employee will not be guilty of willful misconduct merely for failing to disclose a coworker's activity, where, as in *DeRiggi*, an employee is affirmatively deceptive to an employer about the coworker's activity, willful misconduct may be found. *Id.* at 256-57. Because the claimant in *DeRiggi* "took affirmative action when he, on his own initiative, called his supervisor and misled him about the circumstances regarding the taking of the [property]," we concluded that the Board did not err in denying benefits. *Id.*; *see also Groover v. Unemployment Compensation Board of Review*, 579 A.2d 1017, 1019-20 (Pa. Cmwlth. 1990) (to constitute willful misconduct, an employee's actions concerning a coworker's misconduct must be affirmatively deceptive; the mere passive failure to disclose information about a coworker's misconduct is insufficient).

Here, it is undisputed that Claimant's statements denying her coworker's presence at her residence and refusing to answer any further questions concerned conduct that occurred at Claimant's residence when she was not scheduled to work. The statements therefore did not concern Claimant's work. Moreover, although *Employer* knew, based on the private investigator's report, that Claimant's coworker was scheduled to be on the job on the dates in question, nothing in the record indicates (1) that *Claimant* was aware of, or responsible for, the coworker's work schedule, and, accordingly, (2) that she knew he left work to visit her.¹² Claimant thus likewise did

¹² Claimant testified that Employer's representatives did not advise her prior to or during the Interviews that Employer already had investigated the coworker's activity. (R.R. at 154a.)

not make affirmatively deceptive statements about her coworker's work either. For these reasons, Claimant's answers during the Interviews cannot constitute willful misconduct justifying a denial of UC benefits.

IV. CONCLUSION

Because we conclude that the Board did not err or abuse its discretion in determining that Employer failed to establish Claimant's willful misconduct, we affirm its August 22, 2025 order granting benefits.

PATRICIA A. McCULLOUGH, Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

County of Berks,	:	
Petitioner	:	
	:	
v.	:	No. 1214 C.D. 2025
	:	
Unemployment Compensation	:	
Board of Review,	:	
Respondent	:	

ORDER

AND NOW, this 28th day of October, 2026, the August 22, 2025 order of the Unemployment Compensation Board of Review is hereby AFFIRMED.

PATRICIA A. McCULLOUGH, Judge