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STATE OF CONNECTICUT
STATE EMPLOYEES RETIREMENT COMMISSION
PURCHASE OF SERVICE AND RELATED MATTERS

SEPTEMBER 26, 2024 MEETING
HELD VIA ZOOM
CONVENED AT --:-- .m.

Present:

- Peter Adomeit, Chairman
- Carl Chisem, Trustee
- David Krayeski, Trustee

Also Present:

- Cindy Cieslak, General Counsel to the Commission, Rose Kallor
- Robert Helfand, Assistant Director, Retirement Services Division
- Ben Sedrowski, Retirement Services Division

1 (Proceedings commenced at 9:00 a.m.)

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4 CHAIRMAN ADOMEIT: All right. This is a meeting.
5 State Employees Retirement Commission purchases service, and
6 related matter subcommittee using Zoom technology by
7 teleconference. Do you have the attendance, Cindy?

8 MS. CIESLAK: Yes. Good afternoon, this is Cindy
9 Cieslak. Present today we have Chairman Peter Adomeit, Trustee
10 Carl Chisem, Trustee David Krayski. From the Retirement
11 Services Division, we have Robert Helfand and Benjamin
12 Sedrowski. And I'm Cindy Cieslak from Rose Kallor, General
13 Counsel to the Retirement Commission.

14 CHAIRMAN ADOMEIT: Okay. In a motion to approve the
15 agenda, please.

16 MR. CHISEM: I make a motion.

17 MR. KRAYESKI: I'll second that.

18 CHAIRMAN ADOMEIT: Okay. All in favor say aye, raise
19 your hand. It's unanimous, aye's have it. Okay. New
20 business. John Allen.

21 MR. SEDROWSKI: Apologies. Having issues with my
22 audio there. Okay. To kick us off, good afternoon everyone.
23 Mr. John Allen is an employee that was hired at the University
24 of Connecticut starting in March of 2015. After joining the
25 University of Connecticut, he became a member of the serves

1 Tier 3 retirement plan. At the time, he did submit a timely
2 application to purchase his military service within the one-
3 year deadline. However, after being invoiced, he did let that
4 invoice expire. He has come forward now and has requested that
5 the commission allow him to elect that purchase and complete
6 his purchase and honor his prior application that he made. In
7 defense of his claim, Mr. Allen has also made the allegation
8 that Yukon provided subpar counseling at the time that he came
9 into service.

10 I have reached out to the agency. They did respond
11 and did say that they were unable to confirm if Ms.
12 Rocos(phonetic) did personally give his onboarding or not.
13 Apologies. However, it is clear that she did sign his purchase
14 application. There was a month gap in between when he signed
15 it, and she did. So that is to be taken into account.
16 However, it is obvious that she was the agency representative
17 to sign off on it.

18 MR. KRAYESKI: Hi Ben, this is Dave Krayeski. A
19 couple of questions. One, is there -- he was sent the invoice
20 within a timely fashion?

21 MR. SEDROWSKI: Yes, sir.

22 MR. KRAYESKI: And --

23 MR. SEDROWSKI: He submitted this application -- oh,
24 sorry.

25 MR. KRAYESKI: Oh, go ahead -- go ahead, please.

1 MR. SEDROWSKI: I was going to say he -- he submitted
2 his application shortly after coming on board. He was invoiced
3 in September of the same year, so it was within a few months.

4 MR. KRAYESKI: And how long did he have to purchase
5 that a year?

6 MR. SEDROWSKI: A year is the total amount of time
7 that he has to submit the application. The question of whether
8 or not he has within one-year to elect that purchase after he
9 submitted that purchase application is a question that I know
10 this committee has been presented multiple times in recent
11 years as well. So --

12 MR. KRAYESKI: Yeah. And his actual request though
13 is many years later?

14 MR. SEDROWSKI: That is correct. He did cite that --

15 MR. KRAYESKI: Okay. I'm sorry, go ahead.

16 MR. SEDROWSKI: That is correct. He did cite that
17 the reason for why he let his purchase expire was because he
18 took a substantial pay cut when he transitioned to state
19 employment and that he was unable to essentially cap the cost
20 of the purchase during that period.

21 MR. KRAYESKI: Okay.

22 MR. SEDROWSKI: And so my inference from that is that
23 now he's at a place where he is financially stable and he feels
24 comfortable coming forward to complete that purchase.

25 MR. CHISEM: And Ben, one question. This is Carl

1 Chisem.

2 MR. SEDROWSKI: Yes, sir.

3 MR. CHISEM: So, after submitting an application, you
4 usually have a year after to actually start -- start with the
5 process. Is that how it normally goes?

6 MR. SEDROWSKI: I do believe they place a 90-day
7 expiration date on the invoice once the invoice is received. I
8 did speak to our purchasing unit though in regards to this, and
9 if somebody did come forward and had asked for an extension on
10 that election for that invoice within -- as -- so long as they
11 were within that one-year window for the application itself, we
12 would be able to rein invoice them.

13 However, say they applied at the very last day of
14 that one-year election window or that one-year application
15 window. At that point, once that invoice expired, they would
16 not be able to resubmit an application at that point because
17 then they would be outside of that window. So receiving of the
18 invoice doesn't necessarily extend their application window,
19 but if they're within that, the division would be willing to
20 essentially rein invoice them at that period.

21 MR. CHISEM: Okay. Thank you.

22 MR. KRAYESKI: One last question, Ben. Is -- is it
23 clear within the invoicing process the timeframe that he has to
24 --

25 MR. SEDROWSKI: Yes. It's -- if you look at Exhibit

1 C on the second page of it --

2 MR. KRAYESKI: Yep.

3 MR. SEDROWSKI: That is a copy of the invoice on the
4 top. It specifically says November 9th, 2015 for when they
5 must make the election by. Additionally, if I'm not mistaken,
6 Mr. Allen also does cite that he called into RSD and they
7 reaffirm that date with him. It is -- it is also -- oh, sorry,
8 go ahead Cindy.

9 MS. CIESLAK: No. Go ahead, Ben.

10 MR. SEDROWSKI: No. I was going to say it's also
11 mentioned inside, it doesn't explicitly give the timeframe in
12 the cover letter that was sent with the invoice. It does
13 reference though that you must respond within that noted
14 timeframe.

15 MS. CIESLAK: This is Cindy Cieslak. I have a
16 question and a comment. The first is my question, which may
17 end up being irrelevant given his statement that he had a phone
18 conversation with the division. But I was wondering if in this
19 case Mr. Allen received a last chance opportunity, like other
20 applicants on our agenda had?

21 MR. SEDROWSKI: There was not a separate one that was
22 put through.

23 MS. CIESLAK: Yep. And again, it may not necessarily
24 be relevant since he alleges he had a conversation with the
25 division. One other thing I will note is that Mr. Allen he

1 left -- sorry, just want to make sure I have the facts right.
2 So he claims he had a conversation with the division. My
3 interpretation of that conversation is that it occurred around
4 the 2015-time period based on, you know, his statement. I say
5 that was following receipt of his invoice and that the request
6 for an extension was denied.

7 So, my understanding is that this must have been
8 around the 2015-time period. I will note that the commission's
9 regulation provides a six-year limitation period to bring a
10 claim to the retirement commission. So assuming that the
11 division did deny his request for an extension in 2015 this
12 matter would be time barred.

13 MR. SEDROWSKI: To that point, I will say there was
14 no interaction note in his record or any kind of notation on
15 any of the purchasing records that I found that referenced such
16 conversation. And then once again, I can only go off of what
17 current agency practices in regards to the purchasing units.

18 MR. KRAYESKI: Barring any administrative error in
19 this particular package, I -- I don't see a vehicle for -- for
20 granting him the ability to purchase us now.

21 CHAIRMAN ADOMEIT: Is that a motion?

22 MR. KRAYESKI: I would make that motion, but I wanted
23 to -- to just throw out my opinion at first, but that -- that
24 would be my opinion.

25 CHAIRMAN ADOMEIT: Is anyone willing to second that

1 motion?

2 MR. CHISEM: Yes, I will.

3 CHAIRMAN ADOMEIT: Okay.

4 MR. KRAYESKI: I make a motion that we deny Mr.
5 Allen's request to purchase his military time given the
6 timeliness factor.

7 CHAIRMAN ADOMEIT: And then seconded by Carl. All in
8 favor say aye, raise your hand.

9 MR. CHISEM: I'll second. Yep.

10 CHAIRMAN ADOMEIT: Yeah. Yeah. It is unanimous.
11 The aye's have it. Anna Mashon (phonetic), however you
12 pronounce it.

13 MR. SEDROWSKI: Yes. Ms. --

14 CHAIRMAN ADOMEIT: Ms. Anna Mashon?

15 MR. SEDROWSKI: Yes. Ms. Anna Mashon is a part-time
16 lecturer that was hired to the University of Connecticut this
17 June. She only worked for a few weeks over the summer
18 semester, at which point she then terminated state service.
19 However, her appeal has still been brought forward as this
20 would affect any future part-time employment that she may have
21 with the University of Connecticut. At the time that she came
22 on board with Yukon, she did not submit a CO931H retirement
23 plan election as a special payroll lecturer.

24 She had a choice between either the alternate
25 retirement program or waiving retirement plan membership. She

1 did not make an affirmative election, and as such, Yukon
2 instructed her that she would be defaulted into the alternate
3 retirement program at the 6.5% rate. Following that she
4 requested this appeal and request to have a retroactive change
5 of retirement plan election from her default to waiving
6 retirement plan membership as she did not have access to the
7 email account that the initial onboarding email was sent to, as
8 well as she speaks of an increased immediate workload
9 contributing to the delay.

10 In regards to the email that was sent to her
11 yukon.edu address, it was also sent to her -- an additional
12 address. I can't confirm or deny whether that was her current
13 address at the time. It looked to be her address while she was
14 still at Columbia.

15 MR. KRAYESKI: Hi, Ben, This is Dave Krayski. What
16 was the -- what was the election deadline?

17 MR. SEDROWSKI: It's on or -- or -- on or -- the --
18 before the first day of employment or eligible -- retirement
19 eligible employment. I will note that the email I do believe
20 was sent to her on the same day that she was hired. And she
21 does cite in her -- in her appeal request that she did have a
22 very short timeframe coming on board. I believe it was 10
23 days, if I'm not mistaken, from communications with Yukon to
24 being come -- like to being hired.

25 So, I'm not sure if that would be a factor that would

1 be taken into account here but she does cite that. I will also
2 note that in this case there is another particular issue in
3 that she never remitted ARP contributions or -- well, material
4 fact, I would say she did not remit our ARP contributions
5 during her active employment.

6 By the time the default was initiated by Yukon and
7 then held up by the appeal for a few pay periods, she had
8 terminated employment already. So at this point, she has not
9 actually contributed to ARP, however, the retroactive default
10 election would stay in accordance with division practice and --

11 MR. KRAYESKI: So if she didn't elect ARP, would
12 there be other deductions that she would be responsible for?

13 MR. SEDROWSKI: No.

14 MR. KRAYESKI: Okay.

15 MR. SEDROWSKI: No. She -- she is requesting that
16 she waive retirement plan membership. So she is requesting
17 that she makes no contributions and is excluded from the plan

18 MR. KRAYESKI: Forever?

19 MR. SEDROWSKI: For any future part-time employment?
20 Yes. If she did gain a full-time position later on down the
21 line, she would be required to make a new retirement plan
22 election at that time. However, the part-time employment would
23 still remain excluded.

24 MR. KRAYESKI: So she would never be able to claim
25 this part-time employment for service credit at a -- a later

1 date?

2 MR. SEDROWSKI: Correct. Okay. And then just as --
3 as a special payroll lecturer, it -- it would be service credit
4 restricted to ARP regardless. She would not be eligible for
5 service credit under it.

6 MR. KRAYESKI: Okay.

7 MR. CHISEM: And Ben, you said she only worked a few
8 weeks?

9 MR. SEDROWSKI: I believe it was 10 weeks, if I'm not
10 mistaken. It was just the summer semester that she was on
11 board for.

12 MR. CHISEM: Okay.

13 MR. SEDROWSKI: I believe her date of termination was
14 August 27th, 2024. Yes. So she was on board from June to
15 August.

16 MR. CHISEM: Okay.

17 MR. KRAYESKI: I'm inclined to approve her request
18 given the short window. By the time you unpack this and figure
19 it out, you're already off the payroll. You know, so I would
20 make a motion that we approve her request and that this time
21 not be service creditable in the future.

22 MR. CHISEM: Yeah. I would agree. I'll second on
23 that.

24 CHAIRMAN ADOMEIT: Okay. All in favor say aye, raise
25 your hand. It's unanimous. The aye's have it.

1 MR. SEDROWSKI: All right. Moving on to our next
2 case. We have Mr. Victor Bonia (phonetic). Mr. Victor Bonia
3 was originally hired by the state back in 1990 where he became
4 a member of service Tier 2. In 2013 he was presented with the
5 opportunity to elect a grandfather his normal retirement age,
6 at which point he did sign and submit a application and a
7 request to grandfather. That was sent to the Retirement
8 Services Division by the agency.

9 We do have confirmation of its receipt. We can find
10 records of that as well as a record in our internal file
11 showing that we did send it back to the agency for correction.
12 The Retirement Services Division never received a corrected
13 form from the agency, and as such, no perspective deductions
14 were set up in this member's record. Going forward, he then in
15 preparation for retirement in April and March of this year
16 approached his agency which after a audit of his record found
17 this error. He then submitted this appeal requesting a
18 retroactive election grandfather in accordance with his
19 original form as submitted.

20 MR. KRAYESKI: Ben, can you describe the error again
21 a little -- a little bit more definition?

22 MR. SEDROWSKI: So -- yes, sir. When the form was
23 received -- the form was received with a I believe 0.68. If
24 you turn to Exhibit B on the form, the agency had marked it as
25 0.68%.

1 MR. KRAYESKI: Okay.

2 MR. SEDROWSKI: The form was sent back. He was
3 supposed to be at 0.72 based on his age at the time that he
4 made the election. And as such, the form had to be completed
5 again.

6 MR. KRAYESKI: And that's the agency's error or his
7 error?

8 MR. SEDROWSKI: So it would've been the agency's
9 error when they completed it prior to sending it. And then the
10 correction of the form was required by us and we sent it back
11 to the agency to be corrected. That's at the point where we
12 lose the document trail for the full -- or for the form. We
13 have the internal Excel sheet that shows one of three dates
14 that it was sent back to the agency, but we do not have
15 confirmation on receipt afterwards.

16 MR. KRAYESKI: Okay.

17 MR. CHISEM: So everything was done, Ben, correctly
18 by the individual, correct?

19 MR. SEDROWSKI: To his knowledge, that is -- that is
20 his claim. Yes, that is correct.

21 MR. CHISEM: Okay.

22 MR. SEDROWSKI: To his knowledge, he, you know,
23 submitted a form back in 2013 and that was that. I will say
24 that it is worth noting the time that has elapsed during that
25 period at which point -- you know, at some point it is, you

1 know, likely he should have looked at his paycheck to verify
2 these deductions and --- but we have had this, you know,
3 discussion plenty of times in the past as well, but just to
4 highlight.

5 MR. CHISEM: Okay.

6 MS. CIESLAK: And this is Cindy Cieslak. I think one
7 thing to note here is, you know, the first question is whether
8 you're going to grant or deny his request. But if you do grant
9 his request, what would the kind of relief be in terms of how
10 much she has to contribute? Is it the full actuarial cost or
11 something else?

12 MR. KRAYESKI: Do we have a -- do we have a precedent
13 on that or a pattern on how we do that, Cindy, or it's been
14 done?

15 MS. CIESLAK: There was --

16 MR. KRAYESKI: Yeah.

17 MS. CIESLAK: There was one matter recently. Well,
18 there have been a couple matters recently with the same issue.
19 One, there was no -- it was very clear there was no agency
20 error, and so that request was just denied altogether. There
21 was another similar request where there was found to be agency
22 error and it was determined that the member would have to pay
23 the full actuarial cost of the -- the benefit. The
24 contribution, sorry. So instead of being the value and what
25 they would've paid at the time, it's marked up for -- to

1 account for the passage of time.

2 MR. KRAYESKI: Yep.

3 MR. CHISEM: And -- and then this member's ready to
4 retire, did you say or --

5 MR. SEDROWSKI: Yes. That -- that is what brought
6 all of this forward.

7 MR. CHISEM: It can be a lot of money for somebody.

8 MR. SEDROWSKI: The -- if I'm not mistaken, the last
9 case did go upwards into the 20 to 30 range.

10 MR. KRAYESKI: And the -- the agency for which this
11 happened is a very large organization as Carl knows I used to
12 work for them. So it's -- I'm looking at the date, Carl. I
13 wasn't there yet. But the --

14 MR. CHISEM: You off the hook.

15 MR. KRAYESKI: But I -- I mean, I would -- I would
16 make a recommendation that he be given the ability to purchase
17 into this, but in aligned with how we've treated other
18 individuals, which would be the full actuarial value. You
19 know, we want to give them the opportunity to do that, but
20 there is some responsibility that at some point in time should
21 have recognized that for 11 years there wasn't a deduction
22 coming out of his paycheck.

23 And -- but -- and they have a very -- I will say they
24 have a very accessible payroll department at embassy you can
25 very easily access this information. But there was clearly an

1 error made on behalf of the HR person who filled out the form.
2 And I do believe the employee should be given that opportunity.
3 So I'll make a motion that the employee be given the
4 opportunity to -- to purchase the grandfathering at the full
5 actuarial [inaudible]

6 MR. CHISEM: I would second. My only -- my only
7 concern, Dave, is the employee -- employee going to be able to
8 afford that? They're at the point where they're going to be
9 able to retire? There be other arrangements or something with
10 that?

11 MR. KRAYESKI: Ben, I don't know how that works. You
12 know, oftentimes we do -- we do have folks that will cover it
13 and then pay off how they've covered it with their accrual
14 payout or something like that.

15 MR. SEDROWSKI: I -- I was going to say that would be
16 a potential that if the trustees were willing to direct the
17 division to do so, that we would be able to withhold that money
18 from say, a vacation payout. The sick payout I would assume
19 could fit into the same category. I would assume that it would
20 be, Bert, correct me if I'm wrong, but if we would be
21 withholding from a vacation payout, would they still be
22 entitled to the service credit from that vacation payout or no?
23 Because technically the money is still could be -- like being
24 paid to them as earnings first.

25 So, I would say that they're still entitled to that

1 service credit and that we just hold the cash value back for
2 anything that's owed if that's the case.

3 ROBERT HELFAND: If he's refunding the payment, then
4 it still counts as -- as compensation for that.

5 MR. SEDROWSKI: Okay. I would just want to make sure
6 that I'll put a note inside that record if that was the case
7 and how we were, you know, proceeding that audit notice to
8 recognize that.

9 MR. CHISEM: Okay. All right. I'll second it then.

10 CHAIRMAN ADOMEIT: Okay. We've heard the discussion.
11 All in favor say aye, raise your hand. It is fairly unanimous
12 to say the least. All right. Nicholas Buckland.

13 MR. SEDROWSKI: Okay. All right. Up next, we have
14 another prior application for military purchase this time for
15 Mr. Buckland. He was first hired by DOC back in 2013 in which
16 case he, once again, similar to Mr. Allen, did submit a timely
17 application to purchase his military service. This one was
18 different from the prior case in that this Mr. Buckland did
19 receive a last chance opportunity letter after he originally
20 was invoiced and that invoice had expired. We do have
21 confirmation that he did receive that by a certified mail
22 receipt that is Exhibit C that you can see as well.

23 So, for the record it does show that Mr. Buckland was
24 both advised that an initial invoice as well as receive the
25 last chance opportunity letter to which he's still allowed it

1 to expire.

2 MR. KRAYESKI: Do we have any other additional
3 extenuating circumstances in this Ben or --

4 MR. SEDROWSKI: I reached out to Mr. Buckland. The
5 only thing he said in his written appeal was, "I'm appealing
6 this." And so I reached out for further -- any kind of support
7 or argument. He did not respond to me.

8 MR. KRAYESKI: Okay. Unfortunately, I'm going to
9 have to make a motion to deny the request.

10 MR. CHISEM: Yeah. Unfortunately, I have to second
11 it. It's pretty clear.

12 CHAIRMAN ADOMEIT: All in favor say aye. Raise your
13 hand. It's unanimous, the ayes have it. John Gasparino.

14 MR. SEDROWSKI: Okay. This one may require a little
15 bit more discussion or postponement, I'm not sure. It is a bit
16 of a unique case. Ms. Lisa Gasparino, who is the widow of John
17 Gasparino, he did pass away in 2022 has raised this appeal
18 requesting the commission permit a retroactive change of
19 optional election that was made by her late husband back in
20 1992 at the time that he retired, providing her a survivor
21 benefit essentially. He did elect a 10-year period certain at
22 that time. So, there was some benefit that that was left at
23 that period.

24 However, at that time, we had received a spousal
25 waiver that was signed and notarized by Ms. Gasparino, at which

1 case he was actuarially reduced for the 10-year period certain,
2 and his pension was initiated. She brought this appeal forward
3 by submitting a request to modify the pension to our division,
4 which we administratively denied in early 2024. We did have to
5 issue a corrective letter as we mis-cited the SERS statutes
6 misidentifying him as a SERS employee instead of a MERS
7 employee that has been corrected or reissued to her.

8 However, the decision remained the same, and that we
9 were unable to change an option election as no changes can be
10 made after benefits commence. This case she is raising that
11 she signed the initial waiver under duress by her husband as
12 well as his attorney. And there is a claim raised by her as
13 well as for abuse towards that duress.

14 MR. KRAYESKI: Have we ever done something in this --
15 in terms of going back and changing the spousal waiver. I --
16 I'm not aware of it.

17 MR. SEDROWSKI: I searched as -- I searched as far as
18 I could through the records that I could find, and I was unable
19 to find an approval that had been granted for an option
20 election.

21 MR. KRAYESKI: Yeah.

22 MR. SEDROWSKI: I did find one case summary from the
23 early 2000s from the purchasing subcommittee that was
24 misidentified in the case summary kind of decision summary line
25 that kind -- that stated the request was for an option election

1 change. However, it was in reference to the continuing health
2 insurance benefit for a mother who was a conservator of her son
3 prior to his death. And he was the retiree and had named her
4 as an annuitant.

5 So she was actually the named annuitant already. So,
6 it didn't necessarily change the optional election that was
7 already in place. The changes I have been able to find, and
8 Cindy please correct me if I'm wrong on this, the changes I
9 have been able to find are changes in retirement types such as
10 the ones we've seen recently, changing a voluntary to a
11 disability benefit. However, in those cases we have remained -
12 - the optional election has remained in place.

13 MR. KRAYESKI: Okay.

14 ROBERT HELFAND: The -- the basis for this request is
15 a factual allegation that Mrs. Gasparino was coerced into
16 signing the spousal waiver. We have no way of corroborating
17 those facts because the event allegedly occurred 32 years ago.
18 Mrs. Gasparino remained married to her husband all the
19 intervening years. If we did have some way of evaluating the
20 facts, we would still have to make a legal determination as to
21 what constitutes duress for these purposes.

22 MR. KRAYESKI: So this was a 10 year certain as well,
23 Ben?

24 MR. SEDROWSKI: Correct.

25 MR. KRAYESKI: And was the pension paid for 10 -- 10

1 years?

2 ROBERT HELFAND: For 30 years.

3 MR. SEDROWSKI: Yes. It was paid -- yeah. It was
4 paid from 92 until 2022 at the point when he died. I -- and I
5 -- I will note that the -- if you look at the spousal waiver
6 that was signed the box that was checked for the type of
7 election that he was going for, as well as the date is
8 incorrect for Mr. Gasparino signature. However, Ms. Gasparino
9 signature is notarized and is consistent with her signature as
10 well.

11 MR. KRAYESKI: Okay. I don't know if we have the --
12 the ability to actually change this election, especially since
13 the pension wasn't back fully paid under the circumstances of
14 the original election. So I would have to make a motion to
15 deny this request.

16 MR. CHISEM: Yeah. I would have to go along with
17 that.

18 CHAIRMAN ADOMEIT: Okay.

19 MR. CHISEM: I'm trying to look at it. So no.

20 CHAIRMAN ADOMEIT: Seconded by Carl. All in favor
21 say aye. Raise your hand. It's unanimous. The ayes have it.
22 Thank you. Michael Driscoll.

23 MR. SEDROWSKI: Okay. Mr. Driscoll is a recent MERS
24 retiree. He's actually going on to payroll this month. He has
25 been sent over and he will be receiving his first retirement

1 check. He has raised this claim requesting the commission
2 grant him a retroactive date of retirement back to his full
3 retirement age of March 8th, 2023 as he was unaware that he
4 needed to request to retire.

5 MR. CHISEM: Wow, that's a new one.

6 MR. KRAYESKI: Was he working then?

7 MR. SEDROWSKI: No. He terminated back in September
8 of 2000, yes.

9 MR. KRAYESKI: Okay.

10 MR. SEDROWSKI: So he -- he did make us -- he did
11 make a point in his appeal that he was not counseled back in
12 September of 2000 on the process for retirement benefits as it
13 was 24 years ago. We're unable to confirm or deny the
14 counseling he received at that point. However, when he did
15 contact the division, they were able to assist him with any
16 questions he had. So at any point he could have reached out to
17 us to get clarification on MERS.

18 MS. CIESLAK: And this is Cindy. I will just add
19 that the law on the requirement for an application to be made
20 in order to commence benefits is pretty clear. I think I have
21 seen matters in which an individual sort of gets a -- at the
22 time of retirement, they fill out like an application and then
23 as it gets -- they get closer to 55, they're asked to reapply.
24 You do need a -- an application at the time, you actually are
25 entitled to it. And that's been the division's consistent

1 practice of still meeting an application once they reach age
2 55, even if they submit for retirement when they leave service
3 very early.

4 So, I think law is pretty clear on that you have to
5 make an application. But we'll note in this case, I don't
6 think there was any sort of, you know, notice that went out at
7 age 55. At least it's not apparent from the file. It may be
8 in a different file that a notice went out at age 55 like it
9 has in some other matters. But in any event, an application is
10 required to commence retirement.

11 MR. SEDROWSKI: Yeah. Thank you, Cindy. And to that
12 end, I will say I did not see a notice in his personal
13 retirement record, specifically where he was notified of his
14 vested benefit to come forward with it. And then in his own
15 appeal, he does cite that he found out more details about it
16 once he, you know, started actually going in through retirement
17 planning for commencement of retirement.

18 MR. KRAYESKI: I make a motion that we deny the
19 request.

20 MR. CHISEM: I'll second that.

21 CHAIRMAN ADOMEIT: All in favor say, aye. Raise your
22 hand. It's unanimous, the ayes have it. Michael Richards.

23 MR. SEDROWSKI: Okay. Mr. Michael Richards is
24 another request regarding a prior military service purchase.
25 This one he was originally hired by the Division of Public

1 Defender Services back in October of 1994. At which point he
2 does raise in his appeal that the director of human resources
3 provided subpar counseling and incorrect information to him
4 regarding that military purchase of the one-year deadline. He
5 did not submit any affirmative purchase application at that
6 point. However, he was required with his election paperwork to
7 submit a acknowledgement that he did not have any qualifying
8 periods of purchase or of service to purchase, apologies. Any
9 qualifying periods of service to purchase under the terms.

10 I will note, however, that on that paperwork
11 specifically, it does state that any time after 1978 would not
12 be eligible for purchase under prior military service. So at
13 the point he did sign that document, he did in fact not have
14 purchasable service. It was only later once those dates were
15 changed by legislature that he was then eligible to purchase
16 that time. Regardless of both of those times, that qualifying
17 event has long passed with his employment. So he has now
18 raised this appeal requesting that the commission allow him to
19 purchase it this time.

20 MR. KRAYESKI: Ben, was he notified that the -- those
21 eligibility requirements had changed during his employment.

22 MR. SEDROWSKI: He does not state that he was. He
23 makes a direct point to say that the -- essentially that human
24 resources have been subpart his agency for his entire
25 employment. He calls out both the employing or his onboarding

1 HR as well as current HR. So he has an issue with that. I did
2 not see any notification from our division specifically to him.
3 I'm not sure I could come back to the -- to the subcommittee if
4 preferred with some further details on how that was conveyed to
5 the population. I'm not sure. I believe -- I know that anyone
6 that had submitted a purchase application that was denied for
7 having ineligible time periods on it was notified if those time
8 periods became eligible.

9 And I believe regardless of whether the time period
10 was specific or not to be eligible, if everybody was reached
11 out to -- to say, submit a new application during this window.
12 If you had a prior military purchase that was denied for the
13 dates. But since he did not submit one in the first place, he
14 would not receive one.

15 MR. KRAYESKI: And he -- he wouldn't have submitted
16 one because the service was outside the window. So I -- I'd
17 interested in tabling this and listening to see if there's --
18 there is any communication he may have received. If he didn't
19 receive that communication or we can't verify that, I might be
20 a bit more sympathetic to -- to giving him the chance to
21 purchase that now. But I would -- I would ask that we -- we
22 just do a -- a touch more due diligence on that. I don't know.
23 Carl, how you feel about that.

24 MR. CHISEM: Sorry. I'm thinking along that same
25 line. I'd like to see if there's any more information on that,

1 you know, far as the communication.

2 MR. KRAYESKI: Yep.

3 CHAIRMAN ADOMEIT: Dave, make a motion to table,
4 please.

5 MR. KRAYESKI: I make a motion to table this until we
6 get some more information about his prior service and the
7 notification of his potential eligibility.

8 MR. CHISEM: Second.

9 CHAIRMAN ADOMEIT: Okay. All in -- all in favor of
10 the motion, raise your hand. It's unanimous, the ayes have it.
11 Jacob Rosario.

12 MR. SEDROWSKI: Mr. Rosario is another military
13 purchase member. This time he's actually asking to terminate
14 the deductions on the military purchase that he recently
15 initiated. He was first hired by the state earlier this year
16 February of 2024, and has had payroll deductions effective May
17 22nd, 2024. He states that he's incapable of maintaining his
18 financial security while maintaining these and respectfully
19 request that the commission allow him to terminate deductions.
20 He has been advised that he would be forfeiting his right to
21 purchase this time at any future date. And he as -- was aware
22 of that prior to submitting his appeal.

23 MR. CHISEM: Has that happened in the past Ben, or?

24 MR. SEDROWSKI: My purchasing unit did say that it
25 has in the past, yes.

1 MR. CHISEM: Okay.

2 MR. KRAYESKI: I'd make a motion that we grant it.

3 MR. CHISEM: Yeah. I have no problem with that. I
4 know people that have financial issues along that line. So
5 I'll second it.

6 CHAIRMAN ADOMEIT: Okay. All in favor say aye.
7 Raise your hand. It's unanimous, the ayes have it.

8 MS. CIESLAK: This is Cindy Cieslak. I have a
9 question on that. Is -- is there any past practice or any
10 statements on the application even as to whether the
11 contributions are forfeited or refunded in this scenario?

12 MR. SEDROWSKI: That is something I'm -- was unable
13 to find any clarification on. The question would be whether or
14 not it would be an in-service distribution or not. Since the
15 purchase is then forfeited, I could assume that there's a
16 chance that it may be termed as an error in plan operation
17 because they shouldn't have been collected in the first place.
18 However, since the purchase application was properly submitted
19 within plan -- like within plan provisions, it was accepted
20 and, you know, just later terminated, that I'm not sure about
21 on the application of that.

22 MS. CIESLAK: I -- this is Cindy Cieslak. I imagine
23 that the division will make a determination as to what happens
24 to that. And Mr. Rosario can always appeal if he is not
25 satisfied with that.

1 MR. SEDROWSKI: Okay.

2 CHAIRMAN ADOMEIT: Okay. So the motion stands.

3 Kimberly has been deleted. Gary Soles.

4 MS. CIESLAK: Mr. Chairman, this is Cindy Cieslak.

5 CHAIRMAN ADOMEIT: Yeah.

6 MS. CIESLAK: Kimberly has not been removed from our
7 agenda. We should have a motion to table.

8 CHAIRMAN ADOMEIT: Oh, I'm sorry. Thank you.

9 MR. KRAYESKI: I make a motion that we table the fate
10 matter.

11 CHAIRMAN ADOMEIT: Okay.

12 MR. CHISEM: Second.

13 CHAIRMAN ADOMEIT: Okay. All in favor say aye.

14 Raise your hand. It unanimous, the ayes have it. Okay. Gary
15 Soles.

16 MR. SEDROWSKI: All righty. Mr. Soles was tabled at
17 the last subcommittee meeting to pursue clarification with the
18 Town of Oxford regarding their hiring practices and whether or
19 not they have consistent practices in regards to counseling new
20 employees' on their military purchases. We did -- RSD did
21 reach out to the town and the town was unable to provide any
22 confirmation in support or opposition of Mr. Soles claims in
23 regards to whether or not he had had proper counseling. The
24 current human resources department did state that current
25 practice does not actually counsel these employees on their

1 purchase opportunities, and instead simply directs them to the
2 MERS website and says to go and check that out for any kind of
3 retirement plan provisions.

4 There was mention that in the past the town used to
5 give out a pamphlet that had brief information and highlights
6 for the plan. However, there was no confirmation available
7 from the First Selectman's Office to confirm or deny whether or
8 not Mr. Soles had actually received set pamphlet at that time,
9 which is consistent with the evidence and statements that he
10 had submitted as well.

11 MR. CHISEM: Which town is this again, Ben?

12 MR. SEDROWSKI: Town of Oxford, sir.

13 MR. CHISEM: Okay.

14 MS. CIESLAK: And this is Cindy Cieslak. I was just
15 going to quickly look up the manner in which the regulation is
16 worded as it relates to the time period within which to make a
17 claim. So if you give me a brief moment, I'll have that for
18 you in a second. All right. The regulation states no action
19 at law or an equity may be brought to recover under SERS -- oh,
20 he's not SERS, or any of the retirement systems. So it also
21 applies to MERS.

22 To recover any benefit to your transfer of service
23 credit or any other related retirement benefit or claim
24 challenging the alleged failure. After the expiration of six
25 years after the member first knew or should have known with

1 reasonable diligence of his or her entitlement to such benefit.
2 Without making any recommendation as to whether this matter is
3 timely, I will just note that Mr. Soles terminated employment
4 with the Town of Oxford in January 6th, 2015.

5 The question then becomes whether he knew or should
6 have known as to his entitlement for the service credit at that
7 time. As the application for such, my records show was not
8 made until January of 2024. But the question becomes, should
9 he -- did he know or should he have known during his employment
10 with the Town of Oxford that he should be making this
11 application?

12 ROBERT HELFAND: Cindy, this is Bert Helfand. I
13 think that the regulation you read relates to -- puts a time
14 limit on -- on legal actions. I -- I'm not sure it would apply
15 to his petition for review of a decision by the Retirement
16 Services Division, but I did speak repeatedly with Mr. Soles.
17 He didn't explain to me when he first learned about this
18 problem, but he -- he did wait eight or nine years after
19 leaving work to first apply even to the Retirement Services
20 Division.

21 MS. CIESLAK: Yes. Bert, you're correct. It's for
22 an action at law and equity. And the regulation does give the
23 member one-year to appeal any final decision of the Retirement
24 Services Division. So I think the timeliness of this is not as
25 clear as it is in other matters.

1 ROBERT HELFAND: That doesn't mean that I don't think
2 the claim is preposterous.

3 MR. CHISEM: How long did he say he worked there,
4 Ben, in the town?

5 MR. SEDROWSKI: March of 2007 through January of
6 2015.

7 ROBERT HELFAND: And he had some military service
8 during that time for which he did receive credit. That is a --
9 a military leave during his employment.

10 MS. CIESLAK: This is Cindy Cieslak. What I will
11 note, just to kind of close the loop on that timeliness issue.
12 The time periods in the regulation can be waived or can be told
13 by the commission if it finds extenuating circumstances
14 allowing for the tolling.

15 So, I think in this matter, if you were to deny Mr.
16 Soles request, it should likely be based both on whatever the
17 reason on the merits is, as well as the timeliness matter. If
18 you're going to approve him then that approval should, you
19 know, just come with a recognition that by this action you
20 might be tolling a limitations period.

21 MR. KRAYESKI: Bert and Ben, in order to get military
22 credit during his service time with the eight -- with the
23 municipality, is there an application process for that or is
24 that just counted as work time because he went and -- and
25 served the country during -- during that period of time and --

1 and got work credit because he was on military leave?

2 MR. SEDROWSKI: No.

3 ROBERT HELFAND: And that's a good question. I don't
4 know the answer. You know, whether he has to -- what kind of
5 paperwork is associated with the military leave? I can find
6 out.

7 MR. KRAYESKI: That would be important to me just in
8 terms of -- of understanding an awareness of a process of
9 purchasing that time or getting credit for that time versus it
10 solely being --

11 ROBERT HELFAND: Yeah. I don't -- I don't want to
12 speculate. I -- I --

13 MR. KRAYESKI: And neither did I.

14 ROBERT HELFAND: Imagine that he could get the credit
15 without our receiving documentation of the military service.
16 But I don't actually work in -- on those areas. So I -- I can
17 find out. Or Ben can find out.

18 MR. KRAYESKI: That would be important to me.

19 MR. SEDROWSKI: We -- we can follow up with
20 purchasing.

21 MR. KRAYESKI: Yeah. If we could -- if we could get
22 that information on behalf of Mr. Soles.

23 CHAIRMAN ADOMEIT: Another motion on the table.

24 MR. KRAYESKI: I make a motion we table until we get
25 some more information.

1 MR. CHISEM: Yeah. I certainly agree.

2 CHAIRMAN ADOMEIT: All in favor say aye, raise your
3 hand. It's unanimous, the ayes have it. The final item on the
4 agenda is adjournment.

5 MR. CHISEM: Easy. Motion to adjourn.

6 MR. KRAYESKI: I'll second that.

7 CHAIRMAN ADOMEIT: All in favor to say, aye. Raise
8 your hand. It's unanimous. Thank you all very much.

9 MR. CHISEM: Thank you.

10 MR. SEDROWSKI: Thank you very much. Have a good
11 afternoon everyone.

12 CHAIRMAN ADOMEIT: Okay. Yeah. Thank you, Cindy.

13 MS. CIESLAK: Thank you everyone.

14

15 (Adjourned at --:-- --.m.)

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CERTIFICATION

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Robert Aubin

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Robert Aubin,

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Transcriber

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