

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

DATE: July 24, 2025

LOCATION: VIA Zoom

Present:

Peter Adomeit, Chairman

Michael Carey, Trustee

Carl Chisem, Trustee

John Disette, Trustee

David Krayeski, Trustee

Robert Helfand, Retirement Services Division

Benjamin Sedrowski, Retirement Services Division

Cindy Cieslak, Rose Kallor, LLP

1 P R O C E E D I N G S .

2 (Meeting called to order at 9:34 a.m.)

3
4 CHAIRMAN ADOMEIT: Okay. This is a Purchasing
5 Subcommittee, Retirement Commission, held remotely
6 using Zoom technology. And Cindy, do you have the
7 attendance, please?

8 ATTORNEY CIESLAK: Good morning. This is Cindy
9 Cieslak. Present today we have Chairman Peter
10 Adomeit, Trustee Michael Carey, Trustee Carl Chisem,
11 Trustee David Krayeske.

12 From the Retirement Services Division, Robert
13 Helfand and Ben Sedrowski, and then Cindy Cieslak,
14 General Counsel from Rose Kallor.

15 CHAIRMAN ADOMEIT: John Herrington will not be
16 joining.

17 Okay, interesting. I don't have the agenda.
18 I'm sorry.

19 MR. SEDROWSKI: I'll forward the package right
20 back to you.

21 CHAIRMAN ADOMEIT: One more time, sir.

22 ATTORNEY CIESLAK: I also have it. Oh, John
23 Disette, Trustee, is joining us right now.

24 CHAIRMAN ADOMEIT: All right.

25 ATTORNEY CIESLAK: And Mr. Chairman, I do

1 believe when Ben emailed us, he said one of the
2 items needed to be removed from the agenda.

3 CHAIRMAN ADOMEIT: Okay.

4 MR. SEDROWSKI: Yes, that would be correct.
5 Faleisha Johnson.

6 CHAIRMAN ADOMEIT: I don't have the agenda.
7 I'm sorry.

8 MR. SEDROWSKI: Mr. Chairman, I did just re-
9 forward the package to you, so it should be coming
10 into your email momentarily.

11 MR. CAREY: So, this is Mike Carey. Ben, if we
12 need to amend the agenda to remove the Johnson
13 matter, I would make the motion that we amend the
14 agenda accordingly to remove the Johnson matter from
15 today's discussion.

16 MR. KRAYESKE: I can second that. Krayske.

17 CHAIRMAN ADOMEIT: Yeah, I have to -- I have to
18 find the agenda. Did someone mail it to me?

19 ATTORNEY CIESLAK: Yes, Ben mailed it to you.
20 And then I can also put a link in the chat.

21 CHAIRMAN ADOMEIT: Let me see what the mail
22 says. Just a second. So, has the agenda being sent
23 to me? I apologize.

24 ATTORNEY CIESLAK: Yes. So, Ben emailed it
25 like two days ago, and then I think he just

1 forwarded it again to you. And then, if you go to
2 the chat, I did put the link to it in the chat box.
3 So, you can just click on the link and it should pop
4 up on your screen.

5 CHAIRMAN ADOMEIT: The chat box, okay. Is that
6 in the chat box right there? Yeah. Yeah. Okay.
7 All right. I thank you very much.

8 ATTORNEY CIESLAK: Mr. Chairman, Trustee Carey
9 moved, and Trustee Krayeske seconded to remove the
10 Johnson matter from the agenda. So we are ready to
11 call that motion.

12 CHAIRMAN ADOMEIT: Okay. All in favor, say aye
13 or raise your hand. Opposed nay or raise your hand.
14 It's unanimous, the ayes have it.

15 All right, we have -- do we have motion to
16 approve the agenda? Have we done that? Okay, thank
17 you.

18 MR. CAREY: Mr. Chairman, this is Mike Carey.
19 I move that we approve the agenda as amended by the
20 prior vote.

21 CHAIRMAN ADOMEIT: Okay.

22 MR. CHISEM: Carl Chisem, second.

23 CHAIRMAN ADOMEIT: All in favor say aye or
24 raise your hand. It's unanimous, the ayes have it.

25 All right, new business. What's the item that

1 we're not covering?

2 MR. CAREY: It's the Johnson matter. Letter C,
3 the third of the five.

4 CHAIRMAN ADOMEIT: Thank you. All right, so
5 let's do Lynn Kajda.

6 MR. SEDROWSKI: Okay, everyone. Ms. Kajda is
7 at page two of your packet. She has submitted a
8 request that the Retirement Commission retroactively
9 allow her to amend the optional election that she
10 took on her day of retirement back in March 2020.

11 She has requested specifically to remove her
12 ex-husband, her now ex-husband, due to duress and
13 then a large amount of facts that were included in
14 your package as well.

15 To this point the Retirement Division did
16 respond to her request originally when she reached
17 out to us, and we did deny that request
18 administratively for two reasons, both of which are
19 stated in Assistant Director Helfand's letter. That
20 is Exhibit E of this package.

21 The first of which is that she did not have the
22 legal right to effectively preclude her husband from
23 this without his waiver. The second is Connecticut
24 General Statute 5-192q, which does provide, similar
25 to the one in Tier A, or sorry, Tier I, that options

1 cannot be changed once benefit payments have begun.

2 As Ms. Kajda has begun payments effective in
3 March 2020 and has continued through the present
4 day, we have denied it for those purposes.

5 The Commission recently did make a decision on
6 a similar claim from Mr. Marone. This took place
7 last year, similar to the situation, and the
8 decision of the Division, it was denied.

9 MR. CAREY: So, this is Mike Carey. I'll get
10 the discussion going. I thought that the letter
11 prepared by Assistant Director Helfand was really,
12 really clear and spells this out for us, that we
13 just do not have the authority to grant that
14 request. And I certainly would be prepared to vote
15 in that way unless there's anything I'm missing.

16 MR. DISETTE: I guess I would -- I'm with you,
17 Mike - but the only thing I guess I would ask is,
18 does a court have the -- if she went through a
19 divorce court -- would she have the ability to
20 overturn this, or does the court not have the
21 ability to do it either? I don't know the answer to
22 that at all.

23 ATTORNEY CIESLAK: I saw Bert take himself off
24 mute.

25 MR. HELFAND: I was hoping you'd jump in.

1 ATTORNEY CIESLAK: Oh, I can. Yeah. So we've
2 seen this a few times before, you know, when people
3 come and ask for it, because we've done a memo
4 before where -- because I was even thinking about,
5 sort of, contract theories. The problem with
6 contract theories is that we still have the statute,
7 which is very clear, and contract theories cannot
8 override the statute.

9 However, we did, in one of the -- I think, you
10 know, sometimes we deal with QDROs, and those are
11 court-ordered orders for various types of benefits.
12 And so I think -- I think if we had a court order,
13 you would follow the court order.

14 MR. DISETTE: But we don't have -- and we don't
15 have that here.

16 MR. CAREY: We do not.

17 MR. HELFAND: And I don't --

18 MR. KRAYESKE: Cindy, is it possible to also
19 have a court order in a situation like this where
20 the individual, the ex-husband, would be ordered to
21 render payment back to kind of a, you know, a
22 divorce settlement addendum of some kind, where
23 they'd be ordered to pay that money back each month
24 as a way to do that as well?

25 ATTORNEY CIESLAK: My understanding is that

1 she's getting the benefit right now. It's a reduced
2 benefit than just if she were to get it. And then
3 if she dies, then he gets the benefit. And what
4 she's asking for is for, you know, in the event she
5 does die and he's still alive, that he doesn't get
6 anything, given their circumstances.

7 And so certainly the court, you know, I don't
8 know the circumstances of their divorce, but the
9 court could, you know, order him to pay certain
10 types of alimony or other types of payments,
11 depending on their circumstances too.

12 So, yeah, the court can order anything. You
13 know, they can agree to it or the court order it
14 after a trial in family matters.

15 MR. KRAYESKE: Okay, I was just thinking of
16 that penalty she's paying for 100%.

17 ATTORNEY CIESLAK: Right.

18 MR. DISETTE: So, according to the statute, I
19 guess I don't know it well enough, while she can't
20 change her option, does she have the ability to
21 change the contingent? Can we find a way to change
22 the contingent? We can't do that either?

23 MR. CAREY: Nope.

24 MR. SEDROWSKI: So, in the event that we
25 allowed that, the pension calculation would then be

1 completely off based on that, since it takes into
2 account the annuitant's date of birth into the
3 factors.

4 MR. CAREY: Right.

5 MR. SEDROWSKI: So that would be the primary
6 concerns in that regard. And why, while it does
7 seem to be a way or simply removing it, it would,
8 you know -- there'd be really no way of reconciling
9 it with the pension without a retroactive adjustment
10 as well.

11 MR. CAREY: Got it.

12 MR. DISETTE: So we're kind of stuck.

13 MR. CAREY: Precisely.

14 MR. HELFAND: This is not that uncommon a
15 situation. Obviously, people get divorced after
16 retirement, and when they do, they often regret that
17 they've designated their spouse. But, you know, as
18 Ben said, our actuarial assumptions all rely on the
19 status of the parties at the time of the retirement.

20 MR. CAREY: And John, there even, you know,
21 cases come up where somebody names a contingent
22 annuitant, and the contingent annuitant predeceases
23 the retiree, right? And there are no adjustments
24 then, and the retiree cannot name a replacement
25 contingent in those circumstances, either. So

1 we're, like you said, we're stuck.

2 MR. DISETTE: Okay.

3 MR. CAREY: So, with that, Mr. Chairman, this
4 is Mike Carey, and I would like to make a motion
5 that in the Kajda matter we recommend to the full
6 Commission that they deny her request.

7 MR. DISETTE: John Disette, I'll second.

8 CHAIRMAN ADOMEIT: All in favor, say aye or
9 raise your hand. Yeah, it's unanimous. The ayes
10 have it.

11 Okay. Is it Tanvi Kalevar? Did I pronounce it
12 right?

13 MR. SEDROWSKI: Yes, Mr. Chairman, Tanvi
14 Kalevar is at page 31 of your appeal packet.

15 Ms. Kalevar is requesting that the Commission
16 permit her to make a new retirement plan election to
17 waive retirement plan membership. She alleges that
18 she was unable to respond in a timely manner on or
19 prior to the first day of her employment to make her
20 election.

21 In regard to her employment at UConn, she
22 alleges in her complaint as well that she was
23 traveling during the month of April 2025 and then
24 had surgery during that month as well. Due to that,
25 she then missed the reminder emails that UConn had

1 sent to her that are found in Exhibit B and C.

2 Ms. Kalevar was hired as a part-time adjunct
3 faculty member in May of 2025. As I stated, she did
4 not submit a CO-931, making an election to waive her
5 retirement plan membership prior to her first day of
6 employment, and as such, UConn then notified her
7 that she had been defaulted, in accordance with the
8 bargaining agreements, to the Alternate Retirement
9 Program at that time.

10 She then requested that she instead be allowed
11 to waive. That was administratively denied by the
12 agency as well as ourselves, and then she submitted
13 this appeal to you.

14 MR. DISETTE: Do we know if email was the only
15 form of communication UConn had with her?

16 MR. SEDROWSKI: That is the only source that
17 UConn said that they sent it to. I will note that
18 they did specifically say it was the email that she
19 provided to them as her primary point of contact.
20 And I do believe that is cited in Exhibit B.

21 MR. DISETTE: It was the private email, the
22 home email as well?

23 MR. KRAYESKE: Yeah, because I don't think she
24 started yet at that point in time, so...

25 MR. SEDROWSKI: Right, yeah. Right.

1 MR. CAREY: Because it's got to get to them
2 before she starts, right? Because she's got to have
3 that all -- right -- lined up for day one?

4 MR. KRAYESKE: Yeah.

5 MR. SEDROWSKI: I will say that UConn has a
6 substantial employee on boarding website that has
7 multiple links and explanations of the plans, and so
8 on and so forth as well. And that information is
9 provided to them in their, like, alongside their
10 Offer Letter.

11 So, on top of the individual emails reminding,
12 specifically, retirement-wise, there would have been
13 other information provided to the employee prior to
14 the date of hire.

15 MR. KRAYESKE: Including the Offer Letter that
16 she got?

17 MR. SEDROWSKI: Yeah. And then it is Exhibit
18 C, where Ms. Aman(ph) references the emails that
19 were sent to the reminder. It says, "Your email was
20 provided to us as your means of communication during
21 your on boarding process." So, it doesn't specify
22 the email address that it was sent to; it's just
23 citing to the email that she had provided.

24 MR. KRAYESKE: So, Ben, is the issue that she
25 would have perhaps chosen not to be enrolled in a

1 retirement plan?

2 MR. SEDROWSKI: That is what she's requesting,
3 yes. She's requesting that she would be allowed to
4 waive instead.

5 MR. KRAYESKE: And not pay the 65%.

6 MR. SEDROWSKI: Correct.

7 MR. HELFAND: It looks like she had two
8 different occasions for the opportunity within a
9 two-month span. Correct?

10 MR. SEDROWSKI: In regards to --

11 MR. HELFAND: Let us know --

12 MR. SEDROWSKI: -- which opportunity? Oh, as
13 in like the reminders that were sent from UConn?

14 MR. HELFAND: Right. Right.

15 MR. SEDROWSKI: UConn does cite it saying that
16 they had sent two separate reminders.

17 MR. KRAYESKE: Along with her Offer Letter that
18 had it in there as well when they offered the job.

19 MR. SEDROWSKI: Right.

20 MR. KRAYESKE: So that would be three. This is
21 Dave Krayeske. I don't necessarily see a way for us
22 to adjust what transpired with UConn in this
23 particular instance.

24 You know, the difficulty is that even though we
25 are traveling, most of us have a cell phone where we

1 have most of our access to our email, unless we're
2 in Antarctica or some crazy place where Krayeske
3 goes fly-fishing that's off the grid. So, for the
4 most part, it's a tough one to overturn.

5 MR. CAREY: I agree.

6 CHAIRMAN ADOMEIT: Do we need a motion?

7 MR. KRAYESKE: Krayeske, I make a motion to
8 deny the request of Kalevar from the University of
9 Connecticut's designation into ARP. Deny the
10 request to reconsider and change that.

11 MR. CAREY: Carey, second.

12 CHAIRMAN ADOMEIT: Any further discussion?
13 Hearing none, all in favor say aye or raise your
14 hand. Opposed nay or raise your hand. It's
15 unanimous, the ayes have it. Okay, number C is out.
16 Johnson's out. D is Carla Medina.

17 MR. SEDROWSKI: Thank you, Mr. Chairman. Ms.
18 Medina is at page 37 of your packet. Ms. Medina has
19 requested that the Retirement Commission permit her
20 to return to Tier IIA after a recent adjustment that
21 placed her into Tier III retroactively.

22 Ms. Medina was first employed back in November
23 of 2006 as a part-time lecturer. At that time, in
24 January of 2007, the Division did receive a site --a
25 signed CO-931 that elected undecided as her

1 retirement option.

2 At that time, individuals were permitted to
3 remain undecided for up to six months in accordance
4 with the policy, and I will touch on that a little
5 bit later, but just as forewarning that was the
6 basis for that at that time.

7 In response to that, Ms. Medina does state that
8 she did not select "undecided" on her initial CO-931
9 form at that time and that it was filled in by
10 someone else as the handwriting does not match her
11 own.

12 However, I do address that as well in stating
13 that it was common practice of the Division at the
14 time that, if it received a form that was blank, it
15 was considered to be an undecided election, at which
16 point the Division would then fill in the undecided
17 and the coding that was required for (indiscernible)
18 at that time and then have it scanned into the
19 employee's record.

20 Following that, she did terminate employment a
21 few pay periods later in 2006, and then she was not
22 rehired until 2011. I will say in between that
23 period, in 2008, the Division did issue multiple
24 memorandum specifically that ended the undecided
25 election and then put an end to the multiple

1 elections as well. That was at the time that the
2 Division locked down on the irrevocable election and
3 started enforcing it in full. Ms. Medina was then
4 rehired in 2011. No additional CO-931 was submitted
5 at that time, and, following that period, she
6 remained undecided, as the coding.

7 She then does not return until 2015. However,
8 in between that period, she did submit another CO-
9 931 in 2013. I will say during this period she did
10 elect Tier IIA on that form. However, in accordance
11 with the policies that I state throughout the memo,
12 Tier III would have been appropriate placement even
13 in that instance.

14 So, although she had elected SERS Tier IIA, the
15 Division should have placed her into SERS Tier III
16 at that time. She then periodically continued
17 employment in part-time -- as a part-time law
18 enforcement instructor or per diem instructor
19 through 2025, at which point she transferred to a
20 full-time position and then was required to submit a
21 new CO-931.

22 At that time, the Division did review her
23 record and identified the specific instances that
24 would have led to her placement in Tier 3 being
25 appropriate and then submitted that to the agency as

1 well as informed the employee of the retroactive
2 change.

3 Following correspondence between our Division
4 and the employee as well as the agency, she did
5 submit this appeal. I will say that her appeal does
6 specifically focus on that undecided election
7 originally in 2006. However, I do believe the issue
8 turns much more on policy and procedure that has
9 evolved over time as well as those 2008 memos being
10 that cutoff date that I referenced in the undecided
11 elections period.

12 MR. DISETTE: Ben, based on this record, even
13 if she did select Tier IIA initially back in 2006,
14 by 2013, wouldn't she have only qualified for Tier
15 III?

16 MR. SEDROWSKI: So, if she had elected Tier IIA
17 originally upon her first hire, then in between 2006
18 and that one period in 2011 she actually misses a
19 permanent break by about five or six days, if I'm
20 not mistaken. So it's four years, 11 months and so
21 on, so many days.

22 So, in the event that she had elected
23 originally, Tier IIA would have continued solely
24 based on the earnings record we have.

25 MR. DISETTE: Got it.

1 MR. KRAYESKE: And, Ben, what was the process
2 back then for, you know, somebody was deemed
3 undecided? Just nothing? They just sat out there?

4 MR. SEDROWSKI: So in regards to the
5 individuals that were commonly listed as undecided,
6 most of them were part-time lecturers. So there was
7 a repeated, you know, basically the system would get
8 pinged each time that new hire would come in for
9 that next semester. And at that time, that was when
10 the Division would likely review the record and then
11 address it and contact the agency to get an election
12 had an election not been made actively at that time,
13 I will say that, you know, knowing what should have
14 taken place and what actually did take place are two
15 separate things where if an agency did not submit a
16 new election form or did not notify the Division
17 specifically of an employee coming on board, there
18 were cases where individuals were left as undecided
19 for extended periods of time, well outside of that
20 six-month window when they were supposed to be
21 forced an election. To that point, that was one of
22 those -- that was one of the problems and evils that
23 was attempted to be remedied under those 2008 memos.
24 And that was why, an additional reason for why that
25 is used as the cutoff date for the plan placement

1 and Tier placement.

2 MR. KRAYESKE: And because she was, during that
3 period of time, in Tier IIA, there was no
4 contributions during that period of time.

5 MR. SEDROWSKI: So she -- she was -- so Tier
6 IIA did have contributions at that time. So had she
7 elected it, she would have been required to remit
8 contributions.

9 MR. KRAYESKE: Okay.

10 MR. SEDROWSKI: Tier II didn't have
11 contributions, but Tier IIA did.

12 MR. KRAYESKE: And no -- how do we calculate
13 that? Is that just the flat-rate contributions that
14 she would have owed at that period of time, or is
15 there an actuarial value we would need to calculate?
16 What would all that look like, just out of
17 curiosity?

18 MR. SEDROWSKI: Yep, standard press -- standard
19 process for any missed mandatory contributions is
20 that it's just billed at the contribution rate.
21 Just the sheer percentage off of the earnings.

22 MR. KRAYESKE: Okay. Those are my questions.
23 Thanks.

24 MR. SEDROWSKI: I will make one last point
25 regarding contributions as well. Just to note that

1 the transfer from Tier IIA to Tier III does not
2 actually have an impact on the member contribution
3 rate, because the contribution rates were identical.

4 However, by the Commission moving her to Tier
5 IIA, if it does agree that, you know, she should be
6 moved in placement, it would increase the liability
7 on that pension because of the changes in the FAE,
8 so on and so forth. So it would increase the net
9 benefit that the employee would be receiving.

10 ATTORNEY CIESLAK: If, obviously, we're kind of
11 looking at this, you know, retrospectively, but we
12 know now that the employees need to make an election
13 by the first day of their employment and if they
14 don't, my understanding is especially these part-
15 time lecturers are defaulted into a plan.

16 If those rules were in effect at the time of
17 her hire, where would she have been defaulted to, if
18 you know?

19 MR. SEDROWSKI: Yeah, I'm trying to... So I
20 guess that it would depend on when that default,
21 like, when we're asking about that. So, in the 2008
22 memos they specifically reference defaulting into
23 SERS for individuals that have remained undecided
24 and have not made a retirement plan election. So,
25 in accordance with that policy at that time, she

1 would have been defaulted into Tier IIA.

2 The current policy, as it's evolved, is
3 specific to the bargaining agreement or bargaining
4 unit that oversees it. So each, say, university,
5 would have a different, or could have a different,
6 election, or say the part-time lecturers at UConn
7 will default to ARP compared to ones that would
8 default to Hybrid at a separate university, and so
9 on and so forth.

10 ATTORNEY CIESLAK: Carl, you're muted.

11 MR. CHISEM: I was kind of thinking in my head.
12 Sorry. I mean it doesn't seem to, doesn't seem to
13 make much difference. But you said about the
14 liability. That's what I was thinking about.

15 MR. CAREY: Yeah. And this is -- this is Mike
16 Carey. It looks to me like the policies were
17 applied, and in this particular case, the policy was
18 applied in an appropriate way. And I think that
19 that would mean ultimately that she's properly
20 placed in Tier III.

21 MR. KRAYESKE: Ben, can you also just go
22 through the reason for the denial of her request,
23 the administrative denial? What was the logic?

24 MR. SEDROWSKI: So her logic was that she never
25 elected undecided in the first place.

1 MR. KRAYESKE: No, no - you're logic -- I'm
2 sorry, maybe you're getting there, but okay, your
3 logic for the Retirement Services Division for
4 denying her.

5 MR. SEDROWSKI: Oh, so the logic for denying it
6 is that she was incorrectly placed in Tier IIA when
7 she came back and was hired in 2013 or 2015, when
8 she was placed into SERS. Let me just double check
9 the timing of it. Yeah, 2015. So the division's
10 position was that, effective January 22nd, 2015,
11 when she returned to service, she should have been
12 placed in Tier III at that point and was mistakenly
13 placed in Tier IIA because of the prior service,
14 despite there being no election and no
15 contributions. So the division's position was that
16 that was an error that took place then and was just
17 uncovered now, likely because of her per diem
18 employment and the small amount of earnings that are
19 coming in. But I can't confirm why it did not show
20 up on any error report prior.

21 So, the division's perspective was, despite
22 there being earnings prior to Tier III, her only
23 retirement plan election and earnings took place
24 post-Tier III, and because of that, she should have
25 rightfully been placed in Tier III.

1 MR. KRAYESKE: Got it. So, that based on her
2 actual election time frame, Tier III was in effect.

3 MR. SEDROWSKI: Correct.

4 CHAIRMAN ADOMEIT: Okay.

5 MR. SEDROWSKI: So, even if we take her first
6 active SERS election, and the first form that we do
7 receive is at a point where she does have no active
8 earnings, there could be a question in regard to
9 that, but even in that instance, she returned after
10 the changeover to Tier III in July of 2011. She
11 returned in December of 2011, and then that election
12 was received later on in 2013. So, both of those
13 dates are already subsequent to Tier III's active
14 enrollment, and so the Division should have placed
15 her in Tier III at that time. That is why, when she
16 requested to return to Tier IIA and stay in IIA as
17 she had been placed since 2015, the Division denied
18 it for that reason.

19 MR. KRAYESKE: Okay, now I understand. Thank
20 you.

21 MR. DISETTE: That's the part that confuses me.
22 By the time she came back, why did they put her in
23 IIA? What was -- do we have a rationale for why
24 they thought IIA was appropriate?

25 MR. SEDROWSKI: I would say that,

1 unfortunately, tier placement and plan placement
2 problems are one of the most common errors that
3 happen across the division for enrollment or across
4 the state for enrollments in general. And then at
5 that time, because of the nature of the reporting
6 that was going back and forth, it was even less so.
7 Add on to that the complications that arise from
8 part-time lecturers. So I -- I don't have a clear
9 answer for why she was mistakenly placed into it,
10 but I will say that, unfortunately, it is a common
11 error, especially when you look further back.

12 MR. CHISEM: And maybe you said this, Ben, how
13 long after when she was placed in there that it was
14 picked up?

15 MR. SEDROWSKI: 10 years.

16 MR. DISETTE: So she was, I believe, in IIA for
17 10 years. It's a long time to get the letter.

18 MR. SEDROWSKI: Oh.

19 MR. DISETTE: But we're pretty clear that Tier
20 III is the proper place. We're confident that Tier
21 III is the proper place, right?

22 MR. SEDROWSKI: That's the Division's position.
23 The bigger concern that the Division would also see
24 in regards to this, should this be approved, would
25 be the effect on that 2008 date being binding in

1 regards to that. So Division practice has been
2 consistent in that being the date that goes back to
3 when plan placement was essentially locked, because
4 prior to that, there was that, you know, everyone
5 could make a new election each time they came in on
6 a new semester, so on and so forth. And the rules
7 were loosely applied because of that. That was
8 locked down in 2008.

9 So, in the event that, you know, this
10 Commission would hold, you know that Tier IIA would
11 be appropriate placement based on those prior
12 earnings, that would be the concern in regards to
13 that.

14 MR. DISETTE: And would she owe the -- back
15 then, it was 2%. Would she owe the 2% from back in
16 the days of 2007, '08, or whatever years they were?

17 MR. SEDROWSKI: She would, but she had very
18 minimal earnings, so it would -- I believe it was a
19 couple hundred dollars between 2006 and 2011, so it
20 would be minimal contributions that she would be
21 owed, or that she would be required to pay back to
22 the plan. However, she would be required to pay
23 back those for two -- for both the reason of getting
24 the service credit, as well as her Tier IIA election
25 would only be able to be effective should she have

1 been employed during that time and actively
2 contributing.

3 MR. DISETTE: So, had she filled out that form
4 way back in 2006 and submitted it with the election
5 of Tier IIA, she would be in Tier IIA now.

6 MR. SEDROWSKI: Correct. Because at no point
7 she would have had a permanent break that would have
8 ever enabled her to receive a new retirement plan
9 election. As I mentioned earlier from 2006, she's,
10 she's right at that cutoff, but she does come right
11 before the cutoff. So she is back before five years
12 does elapse, and because of that, Tier IIA would
13 continue, and then when she's rehired back in 2011
14 and then 2015, once again prior to permanent breaks,
15 and then afterwards, she would vest.

16 MR. DISETTE: That's actually interesting
17 because January 22, 2015 through February of 2025,
18 or January 2025?

19 MR. SEDROWSKI: That's when she went to the
20 full-time position she was in, or the division
21 notified her of the transfer from Tier IIA to Tier
22 III, or the correction from Tier IIA to Tier III in
23 February of 2025.

24 MR. DISETTE: At that point, we would have
25 considered her vested, though, in Tier IIA, right?

1 MR. SEDROWSKI: I would also say that she would
2 likely be vested in Tier III as well at that point.
3 So, but correct, yes. Both the five years for Tier
4 IIA and then the 10 years for --

5 MR. DISETTE: But we were -- we were -- we had
6 her in the status of IIA. We would have considered
7 her vested in IIA at that, like fully vested. So
8 we're pulling away the vested pension and saying
9 that we're going to switch it. We should have
10 switched you over to III. So you weren't really
11 vested. We called you vested. We thought you were,
12 but you weren't. I don't know. I'm uncomfortable
13 both ways. I don't like pulling it, but I don't
14 think she should have ever been in IIA unless she
15 had she checked that box. I'm kind of torn in both
16 ways here.

17 MR. CAREY: Yeah, John, this is Mike. I hear
18 that concern. I just, to me, if -- this would be a
19 very different situation. I really like the
20 question that you asked about, you know, going back
21 to if she had opted differently in 2006, would she
22 be in Tier IIA now? The answer is yes. But she did
23 not make that election at that point in time. So I
24 think that that key scenario at that point in time
25 kind of sets the table for everything that follows

1 thereafter. So, I think ultimately, while this is
2 messy and I get what you're saying about the, you
3 know, vested, not vested, I do think Tier III is the
4 proper placement.

5 MR. DISETTE: Along those lines, though. And
6 Ben, if you know where she was, what was the
7 default? In other words, nobody cared because she
8 left after a month back in 2006. But had she been
9 there for five months, where at her termination,
10 should they have just, what would they have dropped
11 her in? What would they have pretended she actually
12 signed up for?

13 MR. SEDROWSKI: I don't believe they would have
14 done anything at that point. Default -- default
15 placement wasn't something that was actively in
16 practice at that time, so that was something that
17 came later.

18 If anything, I would say they would have likely
19 defaulted her as just leaving her blank as either
20 undecided or waived as to something that was also
21 common during the period.

22 So if an individual came through as a blank
23 form, so on and so forth, deductions are just left
24 unopened and there was no default placement, at
25 least to my knowledge. I have -- I have no

1 understanding or I have never seen a default
2 placement prior to that.

3 MR. DISETTE: Okay. I guess I'm kind of
4 leaning towards sticking her to Tier III, but...

5 MR. KRAYESKE: I would agree with that, John.

6 MR. CAREY: Is that a motion and a second?

7 MR. DISETTE: I don't want to make that motion.

8 MR. CAREY: Well, I'll make it, so, Mr.
9 Chairman, this is Mike Carey. In the Medina matter,
10 I move that the Subcommittee recommend to the full
11 Commission that they deny Ms. Medina's request for
12 replacement in Tier IIA.

13 MR. DISETTE: John DiSette, I will second that.

14 CHAIRMAN ADOMEIT: Any further discussion?
15 Hearing none, all in favor say aye or raise your
16 hand. Opposed nay or raise your hand. It's
17 unanimous, the ayes have it.

18 Okay, moving on. Craig Swanson.

19 MR. SEDROWSKI: Okay. Mr. Swanson is on page
20 54 of your packet. Mr. Swanson is an untimely
21 military purchase, as we have seen in recent times.
22 He's requesting that the Commission either honor his
23 prior application for military purchase that was
24 submitted back in 2020, or the new one that was
25 submitted in 2025, past the one-year deadline that

1 was associated with such purchases under 5-180B.

2 He asserts that during his first year of
3 employment, he indicated on his applications to the
4 agency, as well as the on boarding paperwork, that
5 he was a veteran and that he was never informed of
6 the process or the requirements for buying back the
7 time.

8 He then also asserts that the policy for prior
9 military time to be purchased within the first year
10 of employment is fundamentally flawed and restricts
11 veterans from accessing benefits that they have
12 earned, both of which, unfortunately, are addressed
13 in the statute, and that is the statutory language,
14 as we've seen in the past.

15 I will state that he was first hired with the
16 state back in 2013. In November, following his date
17 of hire, he did actually submit a 991 Purchase
18 Request Form. He did sign it at the very bottom,
19 underneath the attestation that military service
20 does require to be applied for within one year.

21 Following that, he then continued in
22 employment. The Division did not receive an
23 additional purchase request that actually requested
24 time until November 12th, 2020.

25 I will say that it was signed by Mr. Swanson on

1 June 14, 2018, so I'm not sure where the delay was,
2 if it was the agency error or where that was.
3 However, 2018 is past the one-year deadline.

4 So, due to his hire in 2013, letter dated
5 November 16, 2020, RSD did administratively deny
6 that request and told him that it was due to the
7 untimeliness. Nothing came of that until January
8 2025, when an additional purchase request was
9 submitted.

10 The Division again administratively denied that
11 by letter, and then Mr. Swanson submitted this
12 appeal to the Commission.

13 MR. KRAYESKE: Ben, I'm just flipping through
14 his military records. So he had no additional
15 service which would have initiated his 2025 request.
16 Is that accurate?

17 MR. SEDROWSKI: I'm just flipping through his
18 service, as in like military leave or so on and so
19 forth.

20 MR. KRAYESKE: Yeah, yeah, yeah. Anything like
21 that?

22 CHAIRMAN ADOMEIT: No, not to my knowledge.

23 MR. KRAYESKE: Okay. I'm just looking at the
24 dates. It looks like it's the 90s, actually, and
25 earlier, so.

1 MR. SEDROWSKI: Correct. Yes, 84 to 86 and 90
2 to 91 were the dates that he had gone for.

3 MR. CAREY: Ben, this is Mike. I have a
4 question. On the form, the CO-991 that he completed
5 in 2013, it says if any required documentation
6 necessary to review this Purchase Request is not
7 enclosed, this application will not be processed and
8 it will be returned to the member. Is there any
9 record of -- in this record, does the Division
10 respond to him and say, Hey, look, we can't process
11 your request? And basically giving him a reminder
12 that he has, you know, a year to do that.

13 MR. SEDROWSKI: So if he had act -- if he had
14 noted that he did have purchasable time on that
15 form, then, yes, the Division would have contacted -
16 -

17 MR. CAREY: But it's blank. Got it.

18 MR. SEDROWSKI: Correct. Yes, so essentially,
19 the Division takes this as an attestation that the
20 member basically received the information,
21 essentially providing the protection for, you know,
22 saying that the agency informed them is the goal of
23 that. So please sign this, and we take that as that
24 attestation that you have read this and that you
25 don't have purchasable service that's defined on

1 this form.

2 MR. CAREY: Based upon the record, I'm not at
3 this point seeing anything that would prompt me to
4 suggest a change to the Division's decision.

5 MR. SEDROWSKI: And then, just to confirm for
6 the record, the 2020 application did also include
7 time that went up to 2004, so it was post the 90s.

8 However, it was prior to that 2013 date, so
9 there still was no prior service post that 2013
10 date, just to confirm for the Trustees.

11 MR. CAREY: Mr. Chairman, this is Mike Carey.
12 I will make a motion, then, in the Swanson matter,
13 that the subcommittee recommend to the full
14 Commission that they deny Mr. Swanson's request to
15 purchase his military service based upon lack of
16 timeliness.

17 MR. CHISEM: I'll second.

18 CHAIRMAN ADOMEIT: Any further discussion?
19 Hearing none, all in favor, say aye or raise your
20 hand. Opposed nay or raise your hand. It's
21 unanimous, the ayes have it.

22 Okay, let's see. It looks like we're down to
23 adjournment.

24 MR. CAREY: Mr. Chairman, this is Michael
25 Carey. I move to adjourn.

1 MR. DISETTE: I'll second it.

2 CHAIRMAN ADOMEIT: It's always unanimous. All
3 in favor, say aye or raise your hand. Thank you all
4 very much.

5 MR. CAREY: Thank you, everybody.

6 CHAIRMAN ADOMEIT: Nice meeting, Ben.

7 (Meeting adjourned at 10:19 a.m.)
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CERTIFICATE

I, the undersigned, do hereby certify that the foregoing is, to the best of my skill and ability, a true and accurate transcript of the State of Connecticut State Employees' Retirement Board, Purchase of Service Subcommittee held on July 24, 2025.

Wendy Malitsky

Wendy Malitsky

My commission expires March 31, 2030