

STATE OF CONNECTICUT  
STATE EMPLOYEES RETIREMENT COMMISSION  
SUBCOMMITTEE ON PURCHASE OF SERVICE & RELATED MATTERS MEETING

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OCTOBER 4, 2022 MEETING  
HELD VIA ZOOM  
CONVENED AT 1:02 p.m.

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Present:

Peter Adomeit, Chairman  
Carl Chisem, Trustee  
Robert Coffey, Trustee  
John DiSette, Trustee  
John Herrington, Retirement Services Division Director  
Colin Newman, Retirement Services Division Assistant Director  
Robert Helfand, Retirement Services Division Assistant Director  
Pat Meskers, Retirement Services Division Assistant Division  
Director  
Cindy Cieslak, General Counsel to Retirement Commission, Rose  
Kallor LLP  
Robert Krzys, Representing Ms. Spak  
David Rintoul, Representing Mr. Bruno  
Frank Bruno  
Christine Spak  
James Vasquez  
Cynthia Washburn  
Mike Lopez

TRANSCRIPTIONIST: Karin A. Empson

1 (Proceedings commenced at 1:02 p.m.)

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4  
5 CHAIRMAN ADOMEIT: Well, good afternoon,  
6 everyone. Because we're being recorded, please state  
7 your name when you talk. So I'm Peter Adomeit. This  
8 is the State Employees Retirement Commission Purchase  
9 of Service & Related Matters Subcommittee meeting by  
10 teleconference on October the 4<sup>th</sup>, 2022 at 1:00 in the  
11 afternoon.

12 Cindy, do you have the attendance, please?

13 MS. CIESLAK: Certainly. Good afternoon.  
14 This is Cindy Cieslak. Present today, we have Chairman  
15 Peter Adomeit, Trustee Carl Chisem, Trustee Robert  
16 Coffey, Trustee John Disette; from the Retirement  
17 Services Division, we have John Herrington, Robert  
18 Helfand, Colin Newman, and Pat Meskers. And I am  
19 General Counsel from Rose Kallor. Present from the  
20 public or for matters which are on the agenda, we have  
21 Attorney Robert Krzys, Jim Vasquez, Christine Spak,  
22 Frank Bruno, Attorney David Rintoul, and Cynthia  
23 Washburn.

24 I believe that is everyone.

25 CHAIRMAN ADOMEIT: Okay. We can proceed to

1 the agenda. The first item is Justin Baldwin.

2 MR. NEWMAN: This is Colin Newman. The  
3 Justin Baldwin matter was tabled from the meeting on  
4 June 14<sup>th</sup> of this year. Essentially, Mr. Baldwin is  
5 somebody that is looking to get retirement credit for  
6 his period of prior military service. From our  
7 records, it appeared that Mr. Baldwin had been offered  
8 a last-chance opportunity to make this purchase back in  
9 2012, but he never responded to that last-chance  
10 opportunity, and as such, the Division closed his file.  
11 I will say that in that last-chance opportunity matter,  
12 clear instructions were provided to say that if there  
13 was no response, there may not be like a further  
14 opportunity to purchase this period of service.

15 He did submit another application in May of  
16 2021 requesting retirement credit for the same period  
17 of prior military service. The Division  
18 administratively denied it on the basis that it was  
19 untimely as the application should have been submitted  
20 at least within one year of his date of hire. Mr.  
21 Baldwin made a claim. He appealed the Division's  
22 administrative denial. He had indicated that he had  
23 been - he was activated with the Marine Corps at the  
24 time of when the last-chance letter was sent to him,  
25 and, you know, he did indicate that he had not actually

1 returned to the State of Connecticut until June 2012,  
2 approximately one month after the letter had been sent.

3 The reason why it was tabled was the trustees  
4 wanted to give him the opportunity to provide  
5 additional information as to advise on what he was  
6 doing, what happened to his mail while he was away. He  
7 provided a notarized statement dated August 23<sup>rd</sup>, and  
8 that's been provided for the trustees to review to see  
9 if that will help in making a recommendation.

10 CHAIRMAN ADOMEIT: Yeah, the letter said he  
11 was in Afghanistan, or the affidavit, I mean; right?

12 MR. NEWMAN: This is Colin - yes - Colin  
13 Newman. Yes, he indicated that he was in Afghanistan,  
14 and the only mail that he received while he was out  
15 there were like care packages.

16 MR. COFFEY: Colin, this is Bob Coffey. I  
17 reviewed the letter and it appears to me that it is the  
18 kind of letter that we have accepted in previous cases  
19 with the - on the belief that there were extenuating  
20 circumstances that prevented him from being able to  
21 respond in a timely manner. Do you agree with that?

22 MR. NEWMAN: Yes, there have been cases in  
23 the past where the Commission has arrived at the  
24 decision because of it was an extenuating - you know,  
25 the particular extenuating circumstance that the person

1 was experiencing.

2 MR. COFFEY: In that case, I believe this is  
3 something that the Subcommittee should recommend  
4 approval to the full Commission.

5 CHAIRMAN ADOMEIT: Okay. Is there any  
6 further discussion? Okay, hearing none, are the  
7 members of the Commission on the Subcommittee ready to  
8 take a vote? We will need a motion.

9 MR. COFFEY: This is Bob Coffey. I move that  
10 we recommend to the Commission that it approve the  
11 request of Justin Baldwin.

12 MR. CHISEM: Second, Bob Chisem.

13 MR. DISETTE: I second that. I apologize.  
14 John DiSette. I'll second that.

15 CHAIRMAN ADOMEIT: Okay. Is there any  
16 further discussion? Okay, hearing none, all in favor,  
17 say aye or raise your hand.

18 (No audible response)

19 CHAIRMAN ADOMEIT: Opposed, nay or raise your  
20 hand.

21 (No audible response)

22 CHAIRMAN ADOMEIT: The ayes have it.

23 Okay. Now, just wait just one second while I  
24 try to solve a problem here. Zoom has - it's a  
25 treacherous program. Well, I'll just go on.

1           The next item on the agenda, Frank Bruno.

2           MR. NEWMAN:   This is Colin Newman again.  I  
3   don't know if you want Mr. Bruno and/or his attorney to  
4   present first, or would you like me to give the  
5   background?

6           CHAIRMAN ADOMEIT:  Why don't you give us the  
7   background and then we will hear from the attorney.

8           MR. NEWMAN:  Okay.  This is Colin Newman.  
9   Frank Bruno was - became employed with DMHAS at  
10   Connecticut Valley Hospital as a staff unit pharmacist  
11   on October 19<sup>th</sup>, 2012.  And pursuant to the SEBAC  
12   agreement of 2011, his retirement plan membership was  
13   that of a Tier III member.  And in March of 2022, the  
14   Division received a written request from Mr. Bruno's  
15   attorney requesting a transfer of his retirement plan  
16   membership from Tier III to Tier IIA.  The claim is  
17   that, while it's understood that Mr. Bruno's date of  
18   employment placed him in Tier III, the contention is  
19   that, you know, the belief was that he would have been  
20   offered his position and he would have accepted that  
21   position prior to that date, in which Tier III was  
22   mandatory, which was July 1 of 2011.

23           The reason why - the argument was that back  
24   in April 2011, Mr. Bruno was interviewed as a candidate  
25   for the position of a staff unit pharmacist and

1 Attorney Rintoul has provided a sworn affidavit from  
2 the individual who chaired the committee that did the  
3 interviews, and he had confirmed that Mr. Bruno would  
4 have - was the recommended candidate whose name was  
5 forwarded to Human Resources, but he did state that he  
6 never heard - he didn't hear anything about Mr. Bruno's  
7 candidacy after his name had been forwarded.

8 At the end of the fiscal year, the State had  
9 instituted a hiring freeze. And Mr. Bruno's attorney  
10 is arguing that that hiring freeze should not have  
11 adversely affected the ability of Mr. Bruno's  
12 retirement plan membership and that he should become a  
13 member of - be allowed to be in Tier IIA because of the  
14 fact that - the belief is that he would have been hired  
15 prior to the - he would have been hired prior - even if  
16 the hiring freeze took effect.

17 The Retirement Division did respond to the  
18 written request and administratively denied the request  
19 stating that Mr. Bruno was placed appropriately in the  
20 Tier III plan, however the attorney was advised that  
21 the Division - that if he wanted to pursue the matter,  
22 it would be - it could be petitioned to the Retirement  
23 Commission. And on June 8<sup>th</sup> of this year, Attorney  
24 Rintoul requested such review by the Commission. So  
25 that's where we are today.

1           CHAIRMAN ADOMEIT:   Okay.   Excuse me.   Thank  
2   you.   Peter Adomeit.

3           Attorney Rintoul, you have the floor.

4           MR. RINTOUL:   Thank you.   Thank you.   Thank  
5   you very much for the opportunity to speak.   I believe  
6   Attorney Newman well summarized our factual basis.   It  
7   was through no fault of Mr. Bruno that he did not  
8   participate in Tier IIA.   He had passed the medical  
9   exam, which was the last stage for his hiring.   Due to  
10   the intervention of the freeze, he was not hired to a  
11   position he subsequently was hired into and where he  
12   served for with exemplary service through the Covid  
13   emergency.

14           Therefore it's inequitable that because  
15   solely due to the existence of the hiring freeze he was  
16   prevented from participating in Tier IIA.   So we  
17   request that he be permitted, that this allowance be  
18   made to allow his participation in Tier IIA,  
19   particularly since the hiring manager has certified  
20   that, has sworn that Mr. Bruno was the choice for the  
21   position, therefore leading to that he would have had  
22   this position but for the hiring freeze.

23           I would be happy to answer any questions that  
24   any Commission members have.

25           CHAIRMAN ADOMEIT:   Mr. Herrington, do you



1 have any questions?

2 MR. HERRINGTON: I do not.

3 MR. RINTOUL: I have nothing further if no  
4 members of the Commission have questions.

5 CHAIRMAN ADOMEIT: Well, I have one. And  
6 that is since he was actually hired on a different  
7 date, how can we give him an earlier date, which is not  
8 the date that he was hired on?

9 MR. RINTOUL: Right.

10 CHAIRMAN ADOMEIT: Do you understand the  
11 problem?

12 MR. RINTOUL: Right. Well, I believe that in  
13 the similar way that the Commission showed leniency  
14 with deadlines in the earlier matter on this agenda,  
15 that the Commission has the power to make this  
16 allowance to remedy the injustice of Mr. Bruno being  
17 deprived of Tier II participation solely due to the  
18 intervention of the hiring freeze.

19 CHAIRMAN ADOMEIT: All right. Thank you.

20 MR. COFFEY: This is Bob Coffey. Colin,  
21 point of information here. The hiring freezes have  
22 been somewhat common over the last couple of decades  
23 that you've been around. Have there been situations in  
24 the past where all of the recommendations for hire are  
25 complete on a date when one tier was open, but the

1 person didn't get hired until the new tier became  
2 effective; has the Commission ever used a prior  
3 effective date prior than, you know, the actual  
4 appointment date to grant somebody that kind of  
5 treatment?

6 MR. NEWMAN: No. This is Colin. I'm not  
7 sure about with respect to like hiring freezes, but a  
8 similar case has come before the Commission. It was in  
9 the matter of Janet Columbia (phonetic). This was back  
10 at September 20<sup>th</sup>, 2006. It was a similar claim where  
11 the individual indicated that she was offered State  
12 employment prior to July 2<sup>nd</sup> of 1984. However, that -  
13 so she actually started her date of employment on that  
14 particular day, which was the day, of course, that was  
15 mandatory for Tier II membership. And basically the  
16 Commission came up with - basically made a decision  
17 noting that the actual date of hire determines the plan  
18 membership regardless of when the employment was  
19 offered.

20 MR. COFFEY: Thanks, Colin.

21 MR. NEWMAN: All right.

22 CHAIRMAN ADOMEIT: Yeah, Peter Adomeit here  
23 again. I'm looking at John Herrington's denial letter  
24 and it states as a basis for permitting Mr. Bruno to  
25 participate in Tier IIA, your letter states after the

1 State hiring freeze, Mr. Bruno would have started State  
2 service in June 2011 at exactly the same job he was  
3 hired for in 2012. That statement might be correct,  
4 but the rules governing SERS do not authorize us to  
5 base a member's tier replacement on counterfactuals.  
6 For whatever reason, Bruno was not enrolled in SERS  
7 until 2012 and for that reason, he is ineligible for  
8 membership in Tier IIA.

9 Mr. Herrington, do you care to comment on  
10 that?

11 MR. HERRINGTON: I would say that that's  
12 exactly the way that we analyzed this is that we deal  
13 with actual facts. We apply actual facts to the  
14 existing provisions and I'm certainly not aware of any  
15 situations where the Division has kind of entertained  
16 those types of alternatives to establish a plan  
17 membership. I think that there may have been some  
18 situations in the past where the parties may have  
19 reached certain exceptions to the rules with respect to  
20 not the selection of a candidate, but the extension of  
21 an actual offer.

22 I do believe that in the transition from Tier  
23 III to Tier IV, there was a relatively small population  
24 of individuals who were offered employment in the  
25 education context in higher ed. So they were offered

1 jobs in the spring of 2017 to start in the fall  
2 semester of 2017, and within those offer letters, it  
3 was stated that those members would participate in Tier  
4 III in the intervening months. Tier IV was created and  
5 the cutoff date for Tier IV occurred prior to the  
6 actual hiring. That's the only situation that I'm  
7 aware of where this type of change in plan based on an  
8 offer would have applied.

9 So, so far as I understand the facts here  
10 however, there was no formal offer that was extended to  
11 Mr. Bruno at that time. And it seems as though there  
12 is quite a difference in terms of the length of period.  
13 For that one population, we were talking about people  
14 where the change occurred over the course of a summer.  
15 This is over the course of many years, or at least,  
16 more than a year.

17 CHAIRMAN ADOMEIT: Are there any further  
18 comments or questions? Any further discussion? Is the  
19 Commission ready to make a decision? Bob Coffey.

20 MR. COFFEY: Yes, Mr. Chairman. I would move  
21 that we recommend to the full commission that it deny  
22 Mr. Bruno's request.

23 MR. DISETTE: John DiSette. I'll second  
24 that.

25 CHAIRMAN ADOMEIT: Is there any further

1 discussion? Hearing none, all in favor of the motion  
2 signify by raising your hand or saying aye.

3 (No audible response)

4 CHAIRMAN ADOMEIT: Opposed, nay or raise your  
5 hand.

6 (No audible response)

7 CHAIRMAN ADOMEIT: The motion carries.  
8 Petition is denied.

9 MR. DISETTE: Question for the Chair, if I  
10 may. Do you want executive session for discussion, or  
11 do you want to leave it in open session?

12 CHAIRMAN ADOMEIT: I'm sorry. Where did the  
13 question come from?

14 MR. DISETTE: Oh, John DiSette. I apologize  
15 to the Chair. Did you want us to request executive  
16 session for discussion, or leave it in open session?

17 CHAIRMAN ADOMEIT: Well, I had discussed that  
18 very question at length today with Cindy Cieslak, our  
19 counsel. And the practice has been to have these in  
20 open session. And so that is - I'm following that  
21 practice.

22 Okay?

23 MR. DISETTE: Yes. John DiSette. Thank you.

24 CHAIRMAN ADOMEIT: You're welcome. Yeah,  
25 there are other subcommittees like Overpayments, for

1 example, when we go into the tax returns and the  
2 information on whether they can afford to pay and so  
3 on, and we hold executive sessions on that  
4 subcommittee. But the practice on this one is to do it  
5 in open session.

6 Moving on.

7 MS. CIESLAK: Mr. Chairman?

8 CHAIRMAN ADOMEIT: Yes.

9 MS. CIESLAK: Mr. Chairman, this is Cindy  
10 Cieslak. If you'd like, I can make a brief comment  
11 further on that.

12 CHAIRMAN ADOMEIT: Please do. Go ahead.

13 MS. CIESLAK: And so, Trustee DiSette, what I  
14 would say is that ordinarily, these matters are in  
15 public session because they generally concern what  
16 would otherwise be public record, such as dates of  
17 employment and tier placement. However, in the event  
18 there is grounds for us to be in executive session, we  
19 certainly can go into executive session.

20 Some of those grounds may include, you know,  
21 in instances where the subcommittee has requested a  
22 written legal opinion. Other instances have been where  
23 we would actually discuss matters that would otherwise  
24 be exempt from FOI, such as, you know, personnel or  
25 medical records that would constitute an invasion of

1 public - or of personal privacy if they were disclosed  
2 to the public. And so it's not - you know, just for  
3 the record, I want to note that it's not automatic that  
4 we have to have everything in public session, but  
5 unless there is grounds for an executive session that  
6 is authorized under the Freedom of Information statute,  
7 the practice has been to hold these meetings in public  
8 session.

9 CHAIRMAN ADOMEIT: Okay. Thank you, Cindy.  
10 I'm just reviewing the background case history on the  
11 next case, Kevin Cribley, and there doesn't appear to  
12 be anything there of a medical or personal nature. So  
13 thank you very much.

14 We can move on to Kevin Cribley.

15 MR. NEWMAN: Okay, this is Colin Newman.  
16 Mr. Cribley initially applied and made a timely  
17 application for his prior military service. He was  
18 applying for his almost 12 years of service. At the  
19 time of his application, basically the dates of his  
20 service, not all of them would have been eligible.  
21 The Division initially sent an invoice in 2004, and  
22 then they sent a subsequent invoice in 2006, which was  
23 the result of the calculation of the cost had changed,  
24 and the letter provided that was given to Mr. Cribley  
25 giving the explanation was in the packet.

1           It doesn't appear that Mr. Cribley had  
2           responded to either invoice. So in February of 2012,  
3           he was sent a last-chance opportunity to purchase this  
4           period of time. And at that time, because of the  
5           change in the federal designation of the war dates, he  
6           actually was now eligible to purchase up to the  
7           maximum of 10 years of prior military service.

8           So he was sent the letter. He actually  
9           responded to the letter requesting an invoice for his  
10          service. The invoice was sent to him in March of  
11          2012. Mr. Cribley did not respond to that invoice.  
12          As such, as in the first case, the Division ended up  
13          closing his file because he didn't respond within the  
14          timeframe offered.

15          Mr. Cribley came forward in June of 2021  
16          with another application requesting for his prior  
17          military service. In December of '21, the Division  
18          administratively denied the application due to the  
19          untimeliness. Mr. Cribley appealed his letter - I'm  
20          sorry, appealed by letter in March of this year. He's  
21          claiming that he did make a timely request, which is  
22          not in question here, and that for purposes of his  
23          employment, he received credit for his prior military  
24          for seniority and longevity purposes, and he provided  
25          like a paystub to show that he was getting longevity,



1 and he sent a page from the State of Connecticut  
2 payroll manual to show that he was eligible for it.

3 And again, nobody is questioning that. It's  
4 just the fact that he never responded to the invoice,  
5 therefore he was permanently, as stated in the letter,  
6 permanently - basically not allowed to be able to  
7 purchase that time. So it was sent to the  
8 Subcommittee for a recommendation.

9 CHAIRMAN ADOMEIT: All right. Thank you,  
10 Colin.

11 Is there any discussion?

12 MR. COFFEY: Colin, is there anything here  
13 that we can hook onto for extenuating circumstances?

14 MR. NEWMAN: I mean, looking at the fact  
15 that he provided, you know, his record regarding his  
16 seniority and longevity, you know, I guess you could  
17 initially assume that he thought he already had it.  
18 But the fact of the matter is he must have been  
19 informed that he still had not, he still did not have  
20 credit for it. And he was - and he probably was  
21 inquiring because of the fact he did retire June 1 of  
22 this year under hazardous duty, and he was looking to  
23 basically firm up all of the service credit that might  
24 be - he may be eligible for.

25 But, you know, other than that, the fact of

1 the matter is he didn't respond to the invoice. He  
2 did try to argue, I guess, in the beginning when he  
3 didn't respond to the first two invoices the fact of  
4 the matter he had moved, but at the time of that, the  
5 last invoice in 2012 only - there was less than a  
6 month from the time that we sent the letter and then  
7 we sent the invoice.

8 So, yeah, I can't see any extenuating  
9 circumstance other than what I've mentioned  
10 previously.

11 MR. COFFEY: In that case, I'd like to make  
12 a motion that we recommend to the Commission that it  
13 deny the Cribbley request.

14 CHAIRMAN ADOMEIT: Is there a second?

15 MR. CHISEM: Carl Chisem, second.

16 CHAIRMAN ADOMEIT: Any further discussion?

17 Hearing none, all in favor, say aye or raise your  
18 hand.

19 (No audible response)

20 CHAIRMAN ADOMEIT: Opposed, nay or raise  
21 your hand.

22 (No audible response)

23 CHAIRMAN ADOMEIT: The ayes have it.

24 All right, next item on the agenda is  
25 Michael Leary.

1 Mr. Newman?

2 MR. NEWMAN: Actually, I'm going to ask  
3 Patricia Meskers if she could (inaudible).

4 CHAIRMAN ADOMEIT: Oh, okay. My apologies.

5 MR. NEWMAN: That's okay. Patty?

6 MS. MESKERS: Good afternoon. Michael Leary  
7 is looking to change his retirement date back to July  
8 1<sup>st</sup>. He had intended to retire on July 1<sup>st</sup>. He had  
9 email - he has - or he was a DSS employee, a health  
10 program associate, and he was looking to retire July  
11 1<sup>st</sup>. He sent an email to the DAS benefits and leaves  
12 pod on June 12<sup>th</sup> to tell them of his intention. He  
13 submitted a form. Unfortunately, the form was blank  
14 when it got to the DAS benefits and leaves pod. The  
15 DAS benefits and leaves pod responded on June 16<sup>th</sup> that  
16 he would have approximately 60 to 90 days prior to the  
17 retirement date to complete the forms.

18 On June 20<sup>th</sup>, he had dropped off some  
19 paperwork to the pod, but it was not the intent, which  
20 is what the pod uses to create a retirement  
21 application. So he had done his marital form that was  
22 notarized. He had a birth certificate. He had a  
23 video showing a picture of an envelope being placed  
24 into the DAS benefits and leaves pod. The benefits  
25 and leaves pod hadn't found any paperwork. So on July

1 5<sup>th</sup>, they had contacted us and the Comptroller's Office  
2 without an application and an option form cannot  
3 accept the retirement. So we had responded to the pod  
4 that if they provide an affidavit stating the factual  
5 basis of why that should be accepted, we could do  
6 that.

7 They didn't feel that they were the  
8 necessary party who had created the issue, so they  
9 chose not to do that. I contacted the member and  
10 said, let's do your retirement paperwork so we can get  
11 you on the payroll so this can be seen before the  
12 Commission. So he is retired as of September 1<sup>st</sup>. We  
13 had done the paperwork, but he is looking to remedy  
14 the fact that he would like to go back to a July 1<sup>st</sup>  
15 retirement, which was his intent. Excuse me.

16 CHAIRMAN ADOMEIT: And could you state the  
17 advantages to him of the earlier date?

18 MS. MESKERS: Oh, John, did you want to -  
19 okay.

20 MR. HERRINGTON: Yeah, that was the point  
21 that I was going to make is that, you know, to the  
22 extent that we receive these in the past, if there is  
23 kind of agency explanation for an administrative error  
24 that has delayed someone's retirement date, we will  
25 typically honor those requests. And in most cases,

1 the difference would just be an additional month of  
2 retirement credit. In this case, as I think we all  
3 know, there were some significant changes that went  
4 into effect on July 1<sup>st</sup>. So this case, the importance  
5 of the change in retirement date is much greater than  
6 it is in the normal course, because this person will  
7 be subject to COLA under a different set of rules so  
8 that they would receive a COLA much earlier and there  
9 would be a guaranteed minimum.

10 I'm not certain as I speak, Patty, I believe  
11 that this individual would not be subject to the early  
12 retirement grid or the age.

13 MS. MESKERS: You're correct.

14 MR. HERRINGTON: All right. So the large  
15 issue would be to the extent that there is a change in  
16 Medicare reimbursement in the future, that would have  
17 a financial impact to this individual, but the largest  
18 issue would be that this individual would be eligible  
19 for a COLA next July 1<sup>st</sup> guaranteed to be a minimum of  
20 two percent. Otherwise, he wouldn't be eligible for a  
21 cost-of-living adjustment for another two-and-a-half  
22 years and there would be no minimum COLA.

23 MS. MESKERS: I would also state, this  
24 employee was assuming he was retired July 1<sup>st</sup>. He was  
25 out on unauthorized unpaid leave from the end of June

1       until we got him on the retirement payroll for  
2       September 1<sup>st</sup>. So he had not received any pay from the  
3       agency during that time.

4               MR. COFFEY: Bob Coffey. John, putting  
5       aside the big issue, is this the kind of case that you  
6       would have allowed the person to take the earlier  
7       date, you know, under the facts of the case?

8               MR. HERRINGTON: Right, right, right. So I  
9       think that the issue here is that we didn't get the  
10      full story or, you know, a commitment from the agency  
11      or the pod for administrative error at the time. It  
12      does seem that over time, from the initial submission  
13      of the application and the affidavit that we  
14      eventually received from the pod, there were some  
15      additional facts that came to light. Because I think  
16      this case, at first, the only information that we had  
17      kind of indicated that the paperwork was submitted in  
18      time was a video that was not time/date stamped and we  
19      couldn't corroborate that.

20              And at the time, the DAS pod could not  
21      locate the member's retirement paperwork. So we  
22      didn't have enough to establish that this individual  
23      had submitted their retirement paperwork on time.  
24      Subsequent to that, a couple of weeks later, or  
25      perhaps it might have been, you know, about a month or

1 so, the retirement pod was able to find the  
2 individual's retirement paperwork.

3 So that did corroborate the fact that he had  
4 at least delivered that paperwork, whether it was  
5 prior to the deadline or not, we don't know. But it  
6 was a stronger fact than what we had at the time. And  
7 had the pod kind of supported the claim for the  
8 honoring of the retirement date in real time, we would  
9 have honored that date without coming to the  
10 Commission.

11 MR. COFFEY: This is not the only case we  
12 have from this pod?

13 MR. HERRINGTON: Right, thankfully so,  
14 right? We have another one to discuss today.  
15 Considering the fact that we were instituting this new  
16 process with the pod and with this high volume, I  
17 actually anticipated that we would encounter this  
18 situation, you know, in much greater numbers. But so  
19 far, these are the only two that have come to light as  
20 of this point.

21 And I would say, you know, in terms of the  
22 facts of the case, in both of those cases, had we had  
23 affidavits from the pod initially establishing agency  
24 error, we probably would have honored both of those  
25 dates.

1                   MR. COFFEY: I'm wondering out loud here  
2 whether we might want to table these cases if for  
3 nothing else to see whether or not we have more coming  
4 from this particular pod with respect to this  
5 particular issue. And it may enter into our judgment  
6 a little bit if we see the same kind of thing  
7 happening from the same source.

8                   So I'm wondering is there a rush here, or  
9 should we wait until we see what develops with any  
10 further cases or with these cases that we have.

11                  MR. HERRINGTON: I guess my one response to  
12 that would be I think that in Mr. Leary's case, that  
13 would mean that we were withholding at least one or  
14 two months' retirement checks from him. But the  
15 holdup wouldn't take place until, you know, next July  
16 anyway, so there wouldn't be much of a change there.

17                  Are those facts the same for the first one,  
18 Patty? Was that an August 1<sup>st</sup> retirement that that  
19 actually occurred?

20                  MS. MESKERS: Yeah, the next one is August  
21 1<sup>st</sup> and he is looking to be the July 1<sup>st</sup> as well.

22                  MR. HERRINGTON: Did you have any sense,  
23 Patty, in terms of the possible population that's out  
24 there of other ones in the pipeline? I mean, you  
25 communicate with the pod rather frequently.



1 MS. MESKERS: Right. I don't - they haven't  
2 submitted any forward, so none that I'm aware of. And  
3 I would think by now we should at least be aware of  
4 them, but I can reach out.

5 MR. HERRINGTON: I guess my question for  
6 you, Bob, would be would that change the outcome in  
7 these cases if there were more of these cases out  
8 there? Would you be more inclined to grant this  
9 relief, or would you be reluctant to grant the relief  
10 if there's a larger number?

11 MR. COFFEY: Well, my thought is if we find  
12 a lot of agency error coming out of pod five, I'd be  
13 more inclined, you know, to think that maybe there was  
14 some here. In looking at the affidavit from Jessica  
15 Kudla (phonetic), it doesn't appear to me that they're  
16 willing to accept any claim of agency error. And  
17 ordinarily, that would be enough. The reason why I'm  
18 just thinking more about this is really because we  
19 know of two and there may be more.

20 But, I mean, I could act on this one now,  
21 and I probably would deny based on what we have here  
22 before us. But if there are other cases coming up  
23 that show similar kinds of circumstances where the  
24 paperwork just couldn't be found for a while and we're  
25 not sure what the paperwork said on a particular date

1 and all that kind of stuff, then I might feel  
2 differently.

3 MR. HERRINGTON: Okay. Yeah, I would wonder  
4 aloud whether it makes sense to hear both of those  
5 cases because there are slight deviations in the  
6 facts, in the affidavits in this case and the other  
7 similar case. But, I mean, I don't know whether  
8 there's any way for us to kind of flush that out,  
9 Patty, in terms of how many other potential problems  
10 are out there. I mean, I'm of the same mind, that I  
11 would have expected that we would have received any of  
12 those claims already.

13 I can get - it gets more complicated to the  
14 extent that there are future cases that come forward.  
15 I think in both of these cases, as Patty stated, it's  
16 much easier to resolve this if someone submits  
17 retirement paperwork in July, believes that they are  
18 retired, and they aren't receiving pay during that  
19 time period. Any other situations that would come to  
20 light where someone may or may not have submitted that  
21 retirement paperwork, but remained on the payroll, and  
22 remained on the payroll from June - or from July 1<sup>st</sup>  
23 until now, I think it would really limit our ability  
24 to remedy that situation.

25 CHAIRMAN ADOMEIT: John DiSette, you had

1 your hand up.

2 MR. DISETTE: Yeah. John, just so that I'm  
3 clear though, there was paperwork that was eventually  
4 found, not redelivered; right? Or don't (inaudible).

5 MR. HERRINGTON: Right, right, right. My  
6 understanding is that there was paperwork that was  
7 found at the pod and that indicated that the pod had  
8 that paperwork in their possession at some time. I  
9 don't think that there's a way to conclude  
10 conclusively that that was submitted and received  
11 prior to the deadline. But it's a much stronger case  
12 than it appeared originally, yes.

13 MR. DISETTE: But at the same time, he also  
14 did not show up for work on July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>;  
15 right?

16 MR. HERRINGTON: Exactly, exactly.

17 MR. DISETTE: So you discover found  
18 paperwork; he didn't show up after the date that he  
19 said he was going to retire; and then on top of that,  
20 he had a video. This is the guy that had the video;  
21 right?

22 MR. HERRINGTON: Correct.

23 MR. DISETTE: Even though the video is not  
24 very clear, it's a bland envelope being stuffed in.  
25 Presumably, it would make sense that that was the

1 paperwork and he was smart enough to capture it on  
2 film. Otherwise the conclusion is that he  
3 surreptitiously somehow went into the office and  
4 dropped blank pieces of paper into an envelope; right?  
5 And those blank pieces of paper were never found  
6 within an envelope.

7 I'm inclined to accept that this guy tried  
8 to submit his paperwork. It might have gotten  
9 misplaced, put under a pile of other ones. I'm  
10 inclined to accept what he was trying to do and  
11 thought he - and most likely thought he had done.  
12 That's my feeling on it. I don't see a need to wait.  
13 I'm willing to accept this as it is. Thank you.

14 And I apologize. John DiSette.

15 CHAIRMAN ADOMEIT: Thank you.

16 MR. HERRINGTON: Yeah, I mean, not to  
17 belabor the point, but I viewed this case much  
18 differently once that paperwork was found.

19 MR. COFFEY: Bob Coffey. I'm convinced.

20 CHAIRMAN ADOMEIT: Okay. Do you want to  
21 make the motion, or do you want to second it?

22 MR. COFFEY: I'll let John second it - I'll  
23 let John make it.

24 MR. DISETTE: All right. If it makes it  
25 easier for you, Bob. I'd like to make the motion to

1 accept the change to a July 1<sup>st</sup> retirement date.

2 MR. COFFEY: I'll second.

3 CHAIRMAN ADOMEIT: Any further discussion?  
4 Hearing none, all in favor, say aye or raise your  
5 hand.

6 (No audible response)

7 CHAIRMAN ADOMEIT: Opposed, nay or raise  
8 your hand.

9 (No audible response)

10 CHAIRMAN ADOMEIT: The ayes have it. The  
11 motion carries.

12 Okay, moving on to Giovanni Letterri. Mr.  
13 Newman?

14 MS. MESKERS: This is Patty Meskers. I'll  
15 just go again. It is the same similar type of case  
16 with looking for a July 1<sup>st</sup> date. The person is  
17 actually retired as of August 1<sup>st</sup>. This case, the  
18 individual's daughter was communicating with the pod.  
19 So she was emailing the pod. They emailed the pod on  
20 June 6<sup>th</sup> for the July 1<sup>st</sup> retirement. She followed up  
21 again on June 8<sup>th</sup> and again on June 23<sup>rd</sup>, but she was  
22 following up with the pod from her email address.

23 The pod was communicating with the member  
24 through his email address. That came from the intent,  
25 so it was kind of just a miscommunication of emails.

1 And so he was thinking he was set for retirement. The  
2 pod was saying, no, you're not all set, but two  
3 different email addresses. And no one had responded  
4 to the daughter at that email address to state, please  
5 refer to the email address that was in the original  
6 intent for communication. So it was sort of a back-  
7 and-forth kind of thing.

8 But he did put in the intent. He did submit  
9 some paperwork, not the completed paperwork. So the  
10 fact that the completed paperwork wasn't here on time,  
11 we couldn't accept the retirement. His is slightly  
12 different because the agency again thought he was  
13 retiring. So they ended up putting him on a leave of  
14 absence, leave in lieu of accruals. But then after it  
15 wasn't accepted, they then put him on sick leave until  
16 the end of July, so for the first period.

17 So in June, as of June 17<sup>th</sup>, he was off the  
18 payroll. But then, being that it wasn't accepted for  
19 July, his agency put him back on using accruals to get  
20 him through the end of July. So he did have accruals  
21 paid for that period because he wasn't retired. The  
22 pod did his retirement for August 1<sup>st</sup>.

23 MR. HERRINGTON: And I believe when one  
24 (inaudible) materials but not necessarily in the  
25 summary is that there was a definite need for the pod

1 to communicate with the daughter, that the member had  
2 had an injury and wasn't fully capable of kind of  
3 completing the paperwork on his own.

4 CHAIRMAN ADOMEIT: Thank you, John. Thank  
5 you, Patty.

6 Is there any further discussion? John  
7 DiSette?

8 MR. DISETTE: I'd just like to further what  
9 John just added there. Part of the hang up here with  
10 Giovanni - I am familiar with this. Part of the hang  
11 up is that he did - he fell off a ladder and got hurt,  
12 and he had spent time in the hospital, and that's why  
13 his daughter was reaching out to finish his retirement  
14 paperwork and that's how you ended up with the two  
15 different emails.

16 So he was injured. He was basically  
17 unavailable. His daughter was trying to finish it up  
18 and that's where the - a little bit of the confusion  
19 came in. And he did try to finish this up in late  
20 June. He did think for the most part it was done, and  
21 it just - you know, for whatever reason, it - all the  
22 paperwork wasn't submitted properly, or reached out  
23 and the communication wasn't there.

24 But he was certainly trying to retire for  
25 July 1.

1                   CHAIRMAN ADOMEIT: Thank you, John. Any  
2 further discussion?

3                   MS. CIESLAK: This is Cindy Cieslak. I  
4 actually have a question.

5                   CHAIRMAN ADOMEIT: Go ahead.

6                   MS. CIESLAK: This is Cindy. Did I hear  
7 that he was paid during the period of July 1 to July  
8 31<sup>st</sup>?

9                   MS. MESKERS: This is Patty Meskers. The  
10 agency, once he wasn't approved for the July  
11 retirement, put him on a leave in lieu of accruals and  
12 ended up putting him back on sick time, yes. So he  
13 got accruals, not regular pay.

14                   MS. CIESLAK: And then my question then, I  
15 guess, would be to John Herrington is that typical  
16 while employees are trying to retire, and it that  
17 generally permitted under (inaudible)?

18                   MR. HERRINGTON: Right, yeah, right, right.  
19 Yeah, it certainly is atypical that that occurs. I  
20 would say, right, to some degree, right, whether this  
21 is, you know, similar to individuals using their  
22 accruals while their disability claim is pending, you  
23 know, that's the closest that I can think of. But,  
24 yes, this was, you know, I think, completely different  
25 than the normal course because this person didn't



1 retire in the normal course.

2 Patty, are you aware of that determination  
3 being made by the individual's agency as opposed to  
4 the pod?

5 MS. MESKERS: This is Patty Meskers. I am  
6 not aware. I made the assumption that it is the  
7 agency, just the way it was done by the leave in lieu  
8 of accruals.

9 MR. HERRINGTON: Right. And one explanation  
10 would be the concern about continued health insurance.

11 MS. MESKERS: Health insurance, right,  
12 exactly.

13 MS. CIESLAK: This is Cindy Cieslak. John  
14 and Patty, thank you for that explanation.

15 MR. COFFEY: This is Bob Coffey. Question  
16 for John. If he did collect sick pay during this  
17 time, can we also give him retirement payments on top  
18 of that?

19 MR. HERRINGTON: That is the issue that's  
20 complicating. As I said, if we had others, I mean, I  
21 think that there might be a remedy for that to the  
22 extent that he were to pay back any sick time that he  
23 was paid, that that might be a remedy. But, yes, I  
24 mean, that is problematic, for someone to receive  
25 active pay after their retirement, unless, I mean - to

1 the extent that, I mean, if we're being creative, we  
2 can consider him a reemployed retiree to be on sick  
3 leave for three weeks. I mean, it would take some  
4 creativity to remedy that situation.

5 MS. CIESLAK: This is Cindy Cieslak. John,  
6 you had mentioned how - and it - you know, I now  
7 recall from prior cases about how when individuals  
8 apply for disability retirement, sometimes they are  
9 permitted to essentially bridge the time between them  
10 not being able to work and them applying for  
11 disability retirement using sick leave and other types  
12 of leave.

13 Are there instances where the individual's  
14 retirement date - and maybe the right question isn't  
15 are there instances. Is it ordinary for the  
16 individual's retirement date on disability to overlap  
17 with the time period that they got sick pay? Because  
18 I know there's a special rule for the disability  
19 retirees that the Commission has approved.

20 (Inaudible)

21 MR. HERRINGTON: Right, right, right. It is  
22 not. Right. So in that instance, to the extent that  
23 someone's using their sick leave accruals while their  
24 disability claim is pending, right, we would shift  
25 their retirement date to coincide largely with the

1 date of approval, which would also coincide with the  
2 ending of their sick or vacation payments.

3 MS. CIESLAK: Thank you for that  
4 clarification. This is Cindy.

5 CHAIRMAN ADOMEIT: Okay. Peter Adomeit. Is  
6 there any further discussion?

7 MR. COFFEY: Bob Coffey. Question for John  
8 again. Logistically, how does it happen that he would  
9 have to reimburse the State for his sick leave? That  
10 isn't really something that the Commission has any  
11 control over; is it?

12 MR. HERRINGTON: Right, right. It certainly  
13 is not anything that the Commission would have control  
14 over. I think it might be possible however for the  
15 Commission - although, I think, what we're talking  
16 about here are a number of exceptional circumstances.  
17 But I can conceive of a Commission decision that would  
18 be contingent upon him paying back that time, and to  
19 the extent that with the agency that can be remedied,  
20 that then we could accept that direction from the  
21 Commission.

22 But, yes, it would take quite a bit of  
23 maneuvering to resolve this.

24 MS. CIESLAK: And this is Cindy Cieslak.  
25 I'll just note that should the trustees want to

1 fashion some sort of relief that's conditioned upon  
2 certain things that are not necessarily within the  
3 purview of the Commission, I - you know, it's to be  
4 determined whether that can be accomplished, because I  
5 think there might be various issues related to  
6 collective bargaining and wage-an-hour law and sick  
7 pay laws that may impact this. So-

8 MR. HERRINGTON: Right, yeah.

9 MS. CIESLAK: And I'm not the state's  
10 attorney, so I can't even speak on that.

11 MR. HERRINGTON: Right.

12 MS. CIESLAK: But it's just, you know,  
13 something that I'm, you know, thinking of when we have  
14 other matters where individuals want to retire, but  
15 they've also worked, and ordinarily you cannot, you  
16 know, receive pay for your work, and granted, this  
17 individual wasn't working, but you can't get your  
18 retirement benefit at the same time you've also  
19 received pay for work.

20 So those are sort of issues that I see that  
21 are part of this question as well.

22 MR. HERRINGTON: Yeah, right. And I'm glad  
23 that you made that distinction, Cindy. Because I  
24 thought through the same issue with respect to the  
25 wage-an-hour and you're focused on the fact that it

1 was the use of sick leave accruals as opposed to time  
2 actually worked.

3 MR. COFFEY: Bob Coffey. Based then on this  
4 entire discussion, I'd like to move that we table this  
5 matter for referral to the personnel in the litigation  
6 subcommittee for their review.

7 MR. HERRINGTON: That makes sense to me.  
8 The one issue that I would add would be, the thought  
9 would be that to the extent that those are issues that  
10 could be resolved, those issues would be resolved by  
11 the Legal & Personnel Subcommittee and that it  
12 wouldn't require a second referral back to this  
13 subcommittee.

14 MR. COFFEY: That's fine with me.

15 MR. HERRINGTON: Okay.

16 CHAIRMAN ADOMEIT: It would or would not?  
17 It would, I take it.

18 MR. COFFEY: Would not have to come back  
19 here. Once the-

20 CHAIRMAN ADOMEIT: Oh, yeah. I  
21 misunderstood.

22 MR. COFFEY: --Legal & Personnel  
23 Subcommittee makes a recommendation to the full  
24 commission.

25 CHAIRMAN ADOMEIT: All right. That's the

1 motion. Is there a second?

2 MR. CHISEM: Bob Chisem. I'll second it.

3 CHAIRMAN ADOMEIT: Is there any further  
4 discussion? Hearing none, all in favor of the motion-

5 MR. DISETTE: Actually, I-

6 CHAIRMAN ADOMEIT: John?

7 MR. DISETTE: I apologize. John DiSette. I  
8 guess, Bob, I'm a little unclear. Why wouldn't we  
9 make a decision now? Not that somebody else can't  
10 look at it, but why would the process be upheld here?  
11 Can we still refer it over to another subcommittee and  
12 still take action on this today? I mean, we have to -  
13 we should be indicating to them whether we're willing  
14 to accept this; right? I mean, if we're going to say  
15 no to it, then why send it over there in the first  
16 place?

17 Shouldn't we take an action here and make a  
18 referral over?

19 MR. COFFEY: I understand that. I wanted to  
20 avoid taking an action that would put it before the  
21 Commission ahead of the Legal & Personnel Subcommittee  
22 dealing with the legal issues that Cindy raised. I  
23 think the consensus here is that we are in favor of  
24 approval, if we can deal with this legal issue of what  
25 do we do concerning his receipt of sick pay. Once

1 that's resolved, I don't think the Legal & Personnel  
2 Subcommittee is in a position to substitute itself  
3 for, you know, our views here. If you think we should  
4 include in the motion something to the effect that  
5 we're-

6 MR. DISETTE: Subject to review?

7 MR. COFFEY: --yeah, just - yeah, sending it  
8 over approving it subject to review of Legal &  
9 Personnel. I just don't want it to have to hit the  
10 Commission before it hits the Legal & Personnel  
11 Subcommittee.

12 MR. HERRINGTON: Just one point that kind of  
13 occurred to me as I'm thinking through the issues  
14 would be one distinction, I think, between this and  
15 the disability cases that we're discussing would be  
16 just about every individual that retired July 1<sup>st</sup>  
17 received sick leave pay in the second pay period of  
18 July, right? Most individuals are entitled to one  
19 quarter of their sick leave payout. So in that  
20 regard, this individual would look on paper the same  
21 as any other July 1<sup>st</sup> retiree.

22 I mean, I guess there's the question that,  
23 you know, that was paid and was allocated, you know,  
24 in full, as opposed to one quarter over, you know, a  
25 course of a pay period. But on paper, right, this

1 transaction would look exactly the same as any other  
2 retiree, and there would just need to be an adjustment  
3 for, you know, the one quarter of the sick leave  
4 payout as opposed to the allocation of sick pay over  
5 maybe 10 days.

6 MR. COFFEY: In other words, John, what  
7 you're saying is that the amount that he received as  
8 sick pay, really all that has to happen is it comes  
9 out of the one quarter that he's entitled to anyway.

10 MR. HERRINGTON: Correct. Correct. I think  
11 that that would be slightly different if this extended  
12 on for two or three months, but it's all in the same  
13 month. It's the same as it would be for any other  
14 retiree.

15 MR. COFFEY: Then I would ask Cindy, does  
16 that resolve the legal issues, Cindy, that you thought  
17 should be taken a look at?

18 MS. CIESLAK: I don't have a yes or no  
19 answer to that because I think I just heard John say  
20 that the amount he received might be more than the  
21 quarter he would have been entitled to anyway. So it  
22 may; it may. And as I'm sitting here, I'm thinking of  
23 other ways that the Commission might be able to  
24 fashion relief for this individual, which would  
25 require further discussion with the Division on my



1 part just to see if it's been done in the past.

2 But my thought was that I don't know when  
3 this subcommittee's recommendations will be coming up  
4 to the Retirement Commission, whether it will be this  
5 month or next month, because I know there's kind of a  
6 timetable that Colin and John put the agendas  
7 together. But presumably whenever that is, because we  
8 haven't even had Legal & Personnel yet this month. So  
9 the Retirement Commission meeting is not until the  
10 third Thursday.

11 It is likely that my office could have a  
12 legal opinion ready for the Retirement Commission  
13 meeting to consider along with the Subcommittee's  
14 recommendation if you wanted to go that route.  
15 Whether it could be ready for Legal & Personnel next  
16 Wednesday, that might be a little bit more tight  
17 because I have other matters that we are working on  
18 for the Retirement Commission. But certainly, I think  
19 we could have something put together by the Retirement  
20 Commission meeting.

21 So it may resolve - what John Herrington  
22 mentioned may resolve the issues. We just - I don't  
23 have the factual details. But certainly, you know,  
24 this Subcommittee should proceed as they, you know,  
25 feel they can and consistent with their fiduciary

1 obligation.

2 MR. DISETTE: This is John Disette. If I'm  
3 hearing this, the fact that the paperwork got delayed  
4 for whatever reason, if the agency considered - or if  
5 the agency actually kept them on payroll because they  
6 couldn't process the paperwork in time, it is  
7 impossible for us to change the date backwards. Is  
8 that what we're trying to say here?

9 MR. HERRINGTON: Right, correct.

10 MR. DISETTE: That because he got paid-

11 MR. HERRINGTON: Right, right. The issue is  
12 that you can't simultaneously be employed and retired  
13 at the same time, setting aside for a second the TWR  
14 issue. But yes, that is the issue.

15 MR. DISETTE: It is the intent of that  
16 though to cover these situations where, for whatever  
17 reason, the paperwork didn't get done on time, or is  
18 that just a - what the general statute is trying to  
19 say, that you can't do both simultaneously, but we do  
20 have the discretion, when we see an error or we see  
21 some sort of faux pas in some way, that we can't  
22 correct it?

23 MR. HERRINGTON: I don't want to speak for  
24 Cindy, but, I mean, I would say that this appears to  
25 be an issue that we should be able to remedy. I think

1 the issue or the concern would be to the extent that  
2 we ignore this principle that would - and would apply  
3 probably with more force in future cases that we need  
4 to be careful in setting that precedent. And I think  
5 that we just want to - because I have these ideas that  
6 make sense to me. I haven't consulted a single source  
7 yet, and I think that it would be more prudent for us  
8 to think through this kind of thoroughly and have a  
9 defensible position that allows for that flexibility.

10 That's my position based on the concerns  
11 that Cindy has raised. I'll let Cindy address it  
12 beyond that.

13 MS. CIESLAK: This is Cindy Cieslak. I'm  
14 generally in agreement with John, also recognizing  
15 that I don't have the legal authority to back it up in  
16 front of me at the very moment. But I believe there  
17 is another matter that this - actually, I don't know  
18 if this subcommittee reviewed it, but the Retirement  
19 Commission reviewed it. It was a disability matter  
20 though where the retirement date got changed even  
21 though there were payouts to the individual. And we'd  
22 have to look back and see what happened with that  
23 individual's audit.

24 I'm wondering if this can be reconciled with  
25 an audit and, you know, somewhat considered an

1 overpayment. I don't know the legalities of that. I  
2 would also want to consult with the Commission's tax  
3 attorney regarding any issues surrounding plan  
4 disqualification to the extent that any - you know,  
5 this could impact this - impact plan disqualification,  
6 which I don't think it would, but I would want to  
7 confirm.

8 So, you know, I do believe it's possible  
9 that we might be able to get to a place where  
10 everything is consistent with law and still be able to  
11 give this individual relief, if that would be the  
12 trustees' desire.

13 MR. HERRINGTON: Right. And in terms of the  
14 delay, the further delay in the resolution, I do  
15 believe that what we're talking about here now, right,  
16 it wouldn't necessarily be felt by the individual  
17 until next July. There's an adjustment for the July  
18 retirement check, but that would be kind of offset  
19 slightly by whatever adjustment may be in order with  
20 respect to the sick leave.

21 So I certainly appreciate the fact that this  
22 individual has waited since July 1<sup>st</sup> to correct an  
23 issue that was of no fault of his own. But I do think  
24 that it's not as though there's going to be a life-  
25 altering relief that's going to be granted to him in

1 the next month or three months. It really won't have  
2 much impact to him at all until next July.

3 CHAIRMAN ADOMEIT: Okay. Bob Coffey?

4 MR. COFFEY: Yes, Mr. Chairman. I do have a  
5 motion on the table-

6 CHAIRMAN ADOMEIT: You do.

7 MR. COFFEY: --to table this matter for  
8 referral to the Legal & Personnel Subcommittee.

9 CHAIRMAN ADOMEIT: Thank you. Is there a  
10 second?

11 MR. CHISEM: I'll second it.

12 CHAIRMAN ADOMEIT: All right, Carl Chisem.

13 MR. CHISEM: Sorry.

14 CHAIRMAN ADOMEIT: Any further discussion?  
15 All in favor of the motion, say aye or raise your  
16 hand.

17 UNIDENTIFIED SPEAKERS: Aye.

18 CHAIRMAN ADOMEIT: Opposed, nay or raise  
19 your hand.

20 (No audible response)

21 CHAIRMAN ADOMEIT: It carried two-to-one.  
22 Thank you.

23 MS. CIESLAK: Mr. Adomeit, this is Cindy  
24 Cieslak. I apologize for the interruption. When a  
25 vote is not unanimous and we have the meeting being

1 held virtually, a roll call vote is required for the  
2 record.

3 CHAIRMAN ADOMEIT: Oh, thank you very much.  
4 Okay. So we will do a recall. Those of you who voted  
5 yes, please state your name.

6 MR. COFFEY: Bob Coffey.

7 MR. CHISEM: Carl Chisem.

8 CHAIRMAN ADOMEIT: And those who voted no,  
9 state your name.

10 MR. DISETTE: John DiSette.

11 CHAIRMAN ADOMEIT: Thank you. Thank you,  
12 Cindy.

13 All right, moving on. Daniel O'Grady.  
14 Colin Newman.

15 MR. NEWMAN: This is Colin Newman. Thank  
16 you, Patty, for the last two cases.

17 Daniel O'Grady, this matter was tabled from  
18 the June 14<sup>th</sup> meeting. Essentially - I don't know if  
19 anybody remembers. So Judge O'Grady submitted an  
20 intent to retire effective April 1<sup>st</sup> of 2022, but  
21 unfortunately, he passed away on March 27<sup>th</sup> of this  
22 year. Pursuant to the Probate Provisions 45-39, if he  
23 were to pass away prior to April 1<sup>st</sup>, his surviving  
24 spouse would be eligible for a pre-retirement death  
25 benefit.

1           Part of the - the retirement packet that was  
2 sent to Mrs. O'Grady on March 29<sup>th</sup> included a  
3 retirement application reflecting that. In April, a  
4 claim came in from Mrs. O'Grady that the benefit be  
5 paid in accordance with her husband's expressed intent  
6 to retire with naming her as the hundred-percent  
7 contingent annuitant option. She provided - in her  
8 claim packet, she provided a CO 898 P application as  
9 well as a signed income payment election form. And it  
10 showed that this - well, she asserted that this  
11 paperwork was signed on March 25<sup>th</sup>.

12           The reason why it was tabled, because it was  
13 in question as to where that particular document came  
14 from, but after further review, talking with the  
15 Division staff, it appeared that it was the Retirement  
16 Division staff that had sent that initial - sent that  
17 packet to Mrs. O'Grady initially.

18           But in any event, the way the provisions are  
19 is that because Judge O'Grady passed away prior to  
20 April 1<sup>st</sup> of 2022, his spouse is eligible for a  
21 preretirement death benefit, and what they're asking  
22 is for the Commission to waive that based on the fact  
23 that he had made an intent to retire with electing the  
24 hundred-percent annuitant option.

25           CHAIRMAN ADOMEIT: Thank you, Colin. Bob

1 Coffey?

2 MR. COFFEY: Colin, you've included in the  
3 packet the precedence of the Commission with regard to  
4 the posthumous processing of applications for  
5 retirement.

6 MR. NEWMAN: Mm-hmm.

7 MR. COFFEY: As you look at those precedents  
8 and this case, do you think this case falls within the  
9 line of precedence that would approve this?

10 MR. NEWMAN: So each one of those preceding  
11 cases were decided upon their own individual merits.  
12 It certainly - the Commission in the past has -  
13 basically, they've gone both ways on matters such as  
14 this. Certainly, when someone has shown like an  
15 intent to retire, you know, the Commission has granted  
16 - you know, has granted the appeal. But generally,  
17 it's always been on the specific facts of each  
18 individual case.

19 MR. COFFEY: Would this case not fall into a  
20 category of stronger cases in that we have an actual  
21 signed application from the retiree, and the signed  
22 option document for the hundred-percent option? In  
23 other cases, we found intent through, you know,  
24 affidavits from family members and that kind of stuff.

25 MR. NEWMAN: Right.



1 MR. COFFEY: But this is the actual  
2 application and form. Why would we not view this as a  
3 stronger case than many that you have listed on our  
4 packet?

5 MR. NEWMAN: I mean, we could - you could  
6 view it as a stronger case because - yes, because of  
7 the fact that the retiree actually signed the  
8 application.

9 CHAIRMAN ADOMEIT: Yeah.

10 MR. NEWMAN: And you're correct, there have  
11 been like lesser forms of evidence that have been  
12 provided in other cases that the Commission has made a  
13 - has approved, you know, has approved, yeah, an  
14 application.

15 MR. COFFEY: I was wondering whether your  
16 concern here had something to do with the fact that  
17 the line of cases that we've looked at have been, you  
18 know, coming out of SERS, whereas the probate system  
19 is a somewhat different system, and I can't recall off  
20 the top of my head whether we've had a posthumous  
21 processing like this from the probate judges system.

22 But does that make any difference here?

23 MR. NEWMAN: I don't believe it makes any  
24 difference. You know, regardless of the retirement  
25 system, I believe, like I said, even though all of the

1 cases that are shown are SERS cases, each one was  
2 decided upon the particular merits of that particular  
3 case. It certainly does look in this case that there  
4 definitely was intent on Judge O'Grady's - you know,  
5 of Judge O'Grady in retiring. The only thing is that  
6 because the way the provisions are in the probate  
7 system, that the person actually has to retire - had  
8 to actually reach the retirement date in which - you  
9 know, in order for them to be retired.

10 If the person doesn't - you know, like in  
11 this case, passed away prior to the retirement date,  
12 and as such, the way the provisions read, the person  
13 would be subject to the preretirement death benefit.  
14 I might add there was another case on that June 14<sup>th</sup>  
15 meeting that was similar, but it was a SERS person  
16 where the application actually had not been completed,  
17 but the person - it was determined that the person had  
18 begun the process to show that they intended to  
19 retire, by like contacting the human resource office.  
20 And the Commission ultimately approved that, basically  
21 looking at, you know, the evidence of the intent.

22 This case, there certainly is evidence of  
23 intent to retire. It's just a matter of like the  
24 language in the provisions, whether or not those could  
25 be waived due to the fact that intent was shown that

1 the person would have retired, and he just happened to  
2 pass away three days before the end of the month.

3 MR. COFFEY: Are you saying that there's  
4 language in the SERS statute?

5 MR. NEWMAN: No, in the probate statutes.

6 MR. COFFEY: No, no, no, no, no. My  
7 question is, are you saying there's language in the  
8 SERS statute that makes it easier for the Commission  
9 to approve posthumous processing, that that language  
10 doesn't seem to be in the probate statute, and that's  
11 the reason why I detect some hesitancy in your  
12 presentation?

13 MR. NEWMAN: In all honesty, I'm not sure of  
14 the language in the SERS statutes as to the reason  
15 why. You know, like I said, each case that has come  
16 before the Commission and when they determine that the  
17 individual - the ones that were approved because it  
18 was determined that the individual was making the  
19 intent to - you know, there was a strong case that the  
20 person intended to retire and they had completed the -  
21 you know, that some of them, they had completed the  
22 paperwork, much like this, they had completed the  
23 paperwork including the option form in the  
24 application, and that the - certainly - well, let me  
25 go back.

1           So in SERS, if someone has completed the  
2 application and if they - and they've elected like  
3 option - the hundred-percent option, that individual -  
4 and the application has arrived in the Division, you  
5 know, the Division will honor that option for 90 days.  
6 So if the person selects - chooses that the option -  
7 the paperwork has arrived in the Retirement Division,  
8 and then the person who had subsequently passed away  
9 prior to the end of the month, the Division would  
10 still honor the option choice that was selected by the  
11 individual.

12           MR. COFFEY:   Okay.

13           MR. NEWMAN:   The 90-day protection clause  
14 essentially is what I'm talking about.

15           CHAIRMAN ADOMEIT:   Colin, what's the  
16 difference in pay between the preretirement, the death  
17 benefit, and the benefit that - is what I was seeking.

18           MR. NEWMAN:   That, I don't have in front of  
19 me.

20           CHAIRMAN ADOMEIT:   Okay.

21           MR. NEWMAN:   No.   I would have to get it.

22           CHAIRMAN ADOMEIT:   All right.   I take, it  
23 it's more.

24           MR. COFFEY:   Would it not be-

25           MR. NEWMAN:   It would be-

1 MR. COFFEY: --would it not be fifty percent  
2 as opposed to a hundred percent?

3 MR. HERRINGTON: Correct, correct. Right,  
4 it's almost double for the surviving spouse, correct.  
5 The actuarial factor would impact that somewhat, but,  
6 you know, for all intents and purposes, she would  
7 receive almost twice what she's receiving now.

8 CHAIRMAN ADOMEIT: All right.

9 MR. COFFEY: In my view, we have the  
10 evidence of intent. We have a document signed by the  
11 employee saying - giving us an effective date. Not  
12 only saying that they intend to retire, but giving us  
13 the effective date when they retire, and a signed  
14 document showing that he selects the hundred percent  
15 contingent annuitant option. It seems to me that  
16 based on our precedents, we have sufficient evidence  
17 here to recommend to the Commission that it allow this  
18 posthumous processing of this retirement application.

19 CHAIRMAN ADOMEIT: Bob, do you want to  
20 condense that into a motion?

21 MR. COFFEY: I move that we approve Judge  
22 O'Grady's posthumous retirement application. I mean,  
23 I move that we recommend to the Commission that it  
24 approve Judge O'Grady's posthumous retirement  
25 application.

1 CHAIRMAN ADOMEIT: Thank you.

2 MR. DISETTE: John DiSette. I'll second  
3 that.

4 CHAIRMAN ADOMEIT: All right. Any further  
5 discussion? Hearing none, all in favor, say aye or  
6 raise your hand.

7 (No audible response)

8 CHAIRMAN ADOMEIT: It's unanimous. Thank  
9 you very much.

10 Moving on. It is Mallory or Malarry  
11 (phonetic) Perry.

12 MR. NEWMAN: This is Colin Newman. Mallory  
13 Perry was hired as a fulltime faculty member at UCONN  
14 School of Nursing on August 23<sup>rd</sup>, 2022. Apparently,  
15 there was a CO9-31 that was completed, but was not  
16 sent to the Retirement Division because apparently Ms.  
17 Perry elected plan membership in the SERS hybrid plan.  
18 And the reason why it wasn't submitted is because it  
19 appears that UCONN human resources advised her that  
20 she was ineligible to be in that plan because she had  
21 been previously defaulted into the Alternate  
22 Retirement Program, the six-and-a-half percent option.

23 Ms. Perry appealed that. She is claiming  
24 that she wasn't given a complete retirement  
25 orientation, and that at the time when she was first

1 hired, like back in 2019, she was only given two  
2 options, either to waive retirement plan membership or  
3 select the ARP plan, which was because of the fact  
4 that, at that time, she was hired as an adjunct, was  
5 the appropriate plan options given to her.

6 Looking on her record, and if you notice  
7 like Exhibit D, there is a notice of retirement plan  
8 default that was on file with the Retirement Division,  
9 and it showed that - you know, that Ms. Perry was  
10 defaulted to the ARP plan due to the fact that she  
11 never responded to multiple requests from her HR  
12 office for her to complete the form back in 2019.

13 As everybody is aware, and, you know,  
14 looking at Exhibit B, retirement plan membership is  
15 required - the person is supposed to make an  
16 irrevocable election on their first day of hire. And  
17 so in her case, well, they tried to do that when they  
18 were hiring her as an adjunct in 2019. Apparently,  
19 she didn't respond to the request, and she was  
20 ultimately defaulted into the ARP plan. But, you  
21 know, we moved the claim before this subcommittee to  
22 see what would be recommended.

23 CHAIRMAN ADOMEIT: Okay. Peter Adomeit.  
24 Thank you, Colin.

25 Well, I can read the rule here. Let me do

1 so. To change - well, it says, all new hires state -  
2 education state employees were to make an irrevocable  
3 election to participate in an applicable retirement  
4 plan offered by the employer no later than their first  
5 day of hire.

6 Is that a speedbump or is that a roadblock?

7 MR. HERRINGTON: So, Colin, if we were going  
8 to assist this member and make the case, right, what  
9 she's really complaining about is the fact that she  
10 has no choice upon her reemployment because once she  
11 was placed into a plan, she must remain in that plan  
12 and she doesn't get a second choice.

13 MR. NEWMAN: Correct.

14 MR. HERRINGTON: And that, you know, had she  
15 acted upon her initial hire, if she had waived  
16 membership, that would have given her the option to  
17 select a plan when she was reemployed?

18 MR. NEWMAN: That's correct.

19 MR. HERRINGTON: All right. But the fact  
20 that she didn't respond to any of those inquiries from  
21 the employer at her initial hire, that's what resulted  
22 in her being defaulted-

23 MR. NEWMAN: Defaulted.

24 MR. HERRINGTON: --into the plan. As we  
25 talk through this issue, I'm just wondering, you know,



1 to what extent it might be helpful for Bruce Barth to  
2 kind of opine on the same-day election rule, or  
3 whether we're all kind of fully versed in that because  
4 I believe that the application of that rule is going  
5 to come up in a number of these other cases as well.

6 CHAIRMAN ADOMEIT: Would it be useful to the  
7 Commission to have Bruce Barth look at this?

8 MR. COFFEY: Bob Coffey. I have no  
9 objection to having him look at it. I'd be surprised  
10 if he said anything that was any different than is in,  
11 you know, the Division's memorandum.

12 CHAIRMAN ADOMEIT: Okay. Is there any  
13 further discussion? Are you ready for a motion?

14 MR. COFFEY: This is Bob Coffey. I move  
15 that we recommend to the Commission that it deny the  
16 request of Mallory Perry.

17 CHAIRMAN ADOMEIT: Okay. Thank you, Bob.  
18 Is there a second?

19 MR. DISETTE: John DiSette. I'll second.

20 CHAIRMAN ADOMEIT: Any further discussion?  
21 Okay, hearing none, all in favor, say aye or raise  
22 your hand.

23 (No audible response)

24 CHAIRMAN ADOMEIT: The ayes have it,  
25 unanimous.

1           Okay, moving on, Christine Spak.

2           MR. NEWMAN:   So this is Colin Newman again.  
3           This is another case that was tabled from the June 14<sup>th</sup>  
4           meeting.  At that meeting, Attorney Krzys on behalf of  
5           Ms. Spak was requesting that because of the fact that  
6           Ms. Spak had been granted Tier II retirement plan  
7           membership for her due to her period of personal  
8           service agreement time, which had begun prior to July  
9           1 of 1997.  The Commission stated the fact that she  
10          was eligible for Tier II membership.  And then  
11          Attorney Krzys then asked the question, because Ms.  
12          Spak had been informed by her agency that she had some  
13          prior Tier I service and that they believed that she  
14          had eight years and 11 months, I believe it was, of  
15          prior Tier I service, and the fact that when she  
16          separated and came back she had less time in her  
17          period of separation than she actually worked,  
18          according to the agency, Attorney Krzys was stating  
19          that she should be granted Tier I membership.

20          The Division questioned the amount of time  
21          that the agency had indicated that she had in Tier I,  
22          and reviewing at the time when she did have Tier I  
23          membership, came up with a lesser period of time,  
24          essentially approximately five years and a month of  
25          time where she contributed to Tier I, therefore since

1 her period of separation was seven years and nine  
2 months, basically like denied the request and sent it  
3 to this body.

4 When it was being reviewed in Attorney  
5 Krzys' presentation, he provided information of the  
6 fact that Ms. Spak had like additional periods of  
7 contractual service that she had not applied for, and  
8 this period of service was between 1987 and 1993, the  
9 Subcommittee at that time then recommended tabling the  
10 matter to allow Attorney Krzys to provide the  
11 additional documentation regarding like the PSA time,  
12 and, you know, to allow him to complete the record to  
13 allow this request to move forward.

14 September of this year, Attorney Krzys  
15 essentially submitted an amended revised claim for her  
16 retirement credit, you know, on behalf of Ms. Spak.  
17 In addition to the request to transfer it from Tier II  
18 to Tier I, for that purpose, he was also requesting  
19 that she get approved for the series of PSA contracts  
20 that she had rendered service between July 1 of '87  
21 and January 31<sup>st</sup> of 1993.

22 It's a little bit different because, in the  
23 past, and in the packet I show it, the Commission when  
24 determining to allow contractual service, it's usually  
25 the person performed the service and then transitioned

1 seamlessly directly into State service with like no  
2 breaks, and that would allow - and they were  
3 performing the same duties; they had the same  
4 reporting duties; nothing changed except for the fact  
5 they were now a State employee as opposed to a  
6 contractual employee. And in those cases where the  
7 Commission found that the transition was seamless,  
8 those cases were granted.

9 In this case, what is being asked, and I'm  
10 sure Attorney Krzys can expand on this, is the fact  
11 that this individual was in State service and is now  
12 asking for contractual service that was done after she  
13 had terminated from State service, for that inclusion,  
14 because that would allow her to bridge that permanent  
15 break rule, so to speak.

16 CHAIRMAN ADOMEIT: Okay. Thank you, Colin.

17 Attorney Krzys, you have the floor.

18 MR. KRZYS: This is Robert Krzys. Thank  
19 you, Mr. Chairman. Good afternoon. Good afternoon to  
20 Commission counsel, Commission staff and trustees.

21 Colin is right; this is a hybrid claim in  
22 the sense that it is seeking added Tier I service for  
23 three periods of time that Christine Spak worked at  
24 the University of Connecticut when she was first  
25 starting her professional career and for permanent e

1 employment thereafter with the Department of Health, a  
2 period of approximately four years. So the first part  
3 of the claim is to ask for crediting of all of that  
4 Tier I service, and I'll talk about that a little more  
5 soon.

6 The second part of the hybrid plan is her  
7 personal service agreement time from 1987 to 1993 with  
8 the Department of Public Health. And when we  
9 adjourned, we did provide the personal services  
10 agreements that Christine Spak had retained in her own  
11 files, the Department not being able to produce them.  
12 But it shows that she was employed under a personal  
13 services agreement from 1987 to 1993. And her  
14 affidavit and the affidavit of her two supervisors  
15 speak to the similarity of the duties.

16 So let me go break it back into the Tier I  
17 claim. Christine Spak was granted a significant  
18 amount of personal service time by the subcommittee  
19 and then subsequently the Commission, which  
20 established her now initial retirement date of July  
21 19<sup>th</sup>, '93. That placed her in Tier II. When she  
22 subsequently applied to retire from State service,  
23 which she did on July 1<sup>st</sup>, 2022, she had received from  
24 her human resources department a listing of all of her  
25 State service, which showed all of that prior UCONN

1 time and those four years with the Department of  
2 Public Health as well as her personal services  
3 agreement time, which led to the filing of this now-  
4 revised plan.

5 So the UCONN time is in three separate  
6 periods. The issue with the UCONN time is that Mr.  
7 Newman provided us with a 25-page document, which  
8 showed that for the first and third periods of her  
9 UCONN service, employee contributions were not  
10 collected, but for the second period of time, employee  
11 contributions were selected (sic). Interesting  
12 enough, for all three periods of time, employer  
13 contributions were taken from her paychecks. It is on  
14 that basis that we seek all of the UCONN time, all  
15 three periods, and that she be allowed to restore any  
16 missing contributions so that the time would be  
17 appropriate.

18 As to the Department of Public Health  
19 permanent employment, she worked for the Department of  
20 Public Health because she was hired into a fulltime  
21 position in September of 1982, and she worked until  
22 April of 1986 as a permanent employee setting up a  
23 hearing office under the medical quality assurance  
24 unit. Her supervisors have filed affidavits, Steven  
25 Herriman (phonetic) and Stanley Peck (phonetic),

1 bureau chiefs, attesting to what she did there. Her  
2 affidavit states that she left State service to go  
3 into private practice; she's an attorney; but that  
4 shortly after she left permanent employment, she was  
5 recruited by Mr. Herriman to come back. And in his  
6 affidavit, he says he resorted to a personal services  
7 agreement because there was no ability of him to act  
8 quickly through the Office of Policy and Management to  
9 authorize the position, so he hired her back.

10 She worked there in that same position, came  
11 right back to her desk, right back to the building,  
12 right back to the same duties, and performed them from  
13 1987 to 1993. When she left, the records provided  
14 with Mr. Newman said that she was refunded those  
15 contributions that she made as a permanent employee  
16 from '82 to '86. Again, we asked that she be allowed  
17 to restore those contributions so that time would  
18 count, and we would ask that she be granted her  
19 personal services time from '87 to '93 because she did  
20 the same job, and she was recruited by the Department  
21 to come back and do it.

22 Now, Mr. Newman is accurate in stating that  
23 in these cases, these personal services agreements  
24 that then morph into permanent employment, it usually  
25 goes contractual time first, PSA time first, and then

1 a hire into permanent employment. However, there is  
2 no real distinction between crediting personal service  
3 time, in our estimation, that follows permanent  
4 employment, because that would stand on its head the  
5 idea that one can be hired by the State in a personal  
6 services agreement to do the same job and not be  
7 entitled to that time just because it followed rather  
8 than preceded permanent employment.

9 I don't think you can read the provisions  
10 that are contained in the SEBAC agreement - I believe  
11 it's SEBAC 5 - regarding personal service agreements  
12 and other agreements to preclude the purchase or the  
13 granting of time that follows permanent employment.

14 So we have a case where an employee went  
15 through the system, was granted time that established  
16 a new hire date. When she went to retire last year,  
17 she was informed that she had previous Tier I time and  
18 previous PSA time, which she had not pursued because  
19 the break in service rule was there. She was  
20 obviously gone while she was pursuing her Department  
21 of Education time longer than she was hired, but the  
22 email showed that the gap had closed. And so it was,  
23 in our view, appropriate to pursue the purchase of all  
24 of the time, the Tier I time, and the personal service  
25 time.



1           And so I'd be happy to clarify any of the  
2 arguments that I've put forth today or answer any  
3 questions that may occur. And I've also asked the  
4 applicant to attend this meeting and be on mute just  
5 in case I am bereft of a fact that may be important  
6 and she may be able to help us on.

7           CHAIRMAN ADOMEIT: Thank you, Attorney  
8 Krzys.

9           MR. NEWMAN: This is Colin Newman. Just a  
10 couple things. So SERS is actuarially funded, so  
11 there wouldn't be any contributions, employer  
12 contributions, reflected in the individual's paycheck.  
13 It would show what they made as a - depending on their  
14 plan membership, the contribution amount that they -  
15 that was taken from them.

16           In the event that she was allowed to do a  
17 restoration of refund for her refunded amounts, it  
18 would only be for the periods of time that she  
19 actually contributed for. There were other periods of  
20 time that she may have been in a position that was  
21 ineligible for plan membership as to the reason why  
22 there weren't any contributions taken from her.

23           So if anything, it would bring her back to  
24 where she was as of 1986, you know, because basically  
25 it was the UCONN - the periods of time at UCONN when

1 she wasn't in an eligible position that she had  
2 contributions coming, out and the Department of  
3 Health, which are the - I think are reflected under  
4 the agency, ER, when she was in a position that was  
5 eligible for retirement with health.

6 The other thing is that even if, looking at  
7 - if not just leaving it to the fact that the PSA time  
8 was after a period of time of State employment is not  
9 - I'm sorry - is not just limiting it and saying that  
10 - or we would look at the PSA time if State employment  
11 followed it. One of the provisions for approval of  
12 PSA time is that it has to be a seamless transition.

13 But now, yes, there have been cases where  
14 it's been determined there was an extenuating  
15 circumstance as to the reason why there may have been  
16 a gap between the PSA time and the time that the  
17 person actually started State employment. And it was  
18 usually for like a minimal amount of time. In this  
19 case, they're looking to ask to be approved for PSA  
20 time that commenced at least over a year after she had  
21 left State service in 1986.

22 CHAIRMAN ADOMEIT: Attorney Krzys.

23 MR. KRZYS: So the Tier I time back at  
24 UCONN, she made contributions for period number two,  
25 and it doesn't show any contributions for period

1 number one and number three. And I'll bring up  
2 colin's statement that, yeah, SERS is funded by the  
3 employer on an actuarial basis doesn't necessarily  
4 mean one and three shouldn't count, but, you know,  
5 it's an issue.

6 In terms of the PSA time and when it is, the  
7 interesting thing about it is when you look at the PSA  
8 documents that she submitted, they start on 7/1/87,  
9 which is why I referred to 7/1/87. But as pointed out  
10 in her affidavit - or in the argument that I filed,  
11 when you look at that first personnel service  
12 agreement, it says - the box amendment is checked.  
13 The box original is not checked. And so the  
14 contractor agrees to an increase in the dollar amount.  
15 It's obvious that she was working before 7/1/87 under  
16 a personal services agreement because this is an  
17 amendment; it's not an original agreement.

18 The problem is that the agency doesn't have  
19 any of the personal services agreements. We know  
20 there has to be one prior to July 1<sup>st</sup>, 1987; we just  
21 can't dig it up. And so if you look at the affidavit  
22 of Ewen Hammerman (phonetic), the man who recruited  
23 her back into the agency, he says, shortly thereafter  
24 - Stanley Peck was also there, so he says, shortly  
25 thereafter. And Christine says, it was a little

1 while, and I came back because they recruited me. But  
2 we do not know the period of time, but it is certainly  
3 not from April 1986 to July 1<sup>st</sup>, 1987. It just can't  
4 be, because her first personal service agreement that  
5 we do have that she did maintain is an amendment to a  
6 preexisting one.

7 So the idea that it has to be seamless is  
8 also sort of a concept that has been applied as these  
9 cases have evolved. And if there is a reason for the  
10 delay in coming back, it should be looked at. So  
11 we've approved cases in the past where the gap has  
12 been two months, one day, the length of a summer  
13 vacation. And in this case, all we know is that it's  
14 an indeterminate amount of time, and that the State  
15 officials brought her back. And I would submit that  
16 that is a somewhat extenuating circumstance to make  
17 the connection and the nexus between her permanent  
18 employment in '86 and her coming back under a PSA  
19 sometime prior to July 1<sup>st</sup>, 1987.

20 CHAIRMAN ADOMEIT: Okay. Thank you,  
21 Attorney Krzys.

22 MR. COFFEY: Bob Coffey. I'd like to ask  
23 Attorney Krzys if he could fill us in a little bit  
24 about the circumstances involved in Ms. Spak leaving  
25 State service in 1986. Was that a layoff; was that a

1 resignation? What happened?

2 MR. KRZYS: She went to pursue a position in  
3 the private sector for the private practice of law.  
4 So it would be a resignation.

5 MR. COFFEY: Okay. Okay. But you're saying  
6 that fairly soon after that, she was hired back to the  
7 same or a similar job under PSA?

8 MR. KRZYS: Yes. She was hired back. She  
9 ended her employment with the medical assurance unit  
10 on April 10<sup>th</sup>, 1986 to take a position with a private  
11 firm. That's in her affidavit. Subsequent to that,  
12 she says, I was contacted by Harriman and brought  
13 back; she doesn't have the exact date, neither does  
14 Harriman and neither does Stanley Peck, both of whom  
15 were there and both of whom were aware that they had  
16 reached out because they needed her back.

17 She had established this medical quality  
18 assurance unit, which reviews the license revocations,  
19 the license approvals for a variety of health  
20 providers in the State. And they needed her back to  
21 run the unit because they were constantly adding  
22 providers, constantly having fair hearings about  
23 revocations and amendments and discipline, and they  
24 said, we need you back, and she came back.

25 But we don't have the precise timeline. We

1 just don't have it.

2 MR. COFFEY: Okay. If you're saying that  
3 they needed her back, do you know why they wouldn't  
4 have posted an opportunity to fill a permanent  
5 position?

6 MR. KRZYS: I don't know why Harriman did  
7 that. I would say that his affidavit says, I reached  
8 out to her because I knew she could do the work in  
9 this highly regulated and complex area without further  
10 training or orientation due to her most recent  
11 experience in our agency. I did this through a series  
12 of PSA's because at the time, the health regulatory  
13 areas were continuing to expand, and we had a need to  
14 satisfy our statutory and regulatory obligations, and  
15 the PSA route was more expedient than seeking OPM  
16 approval for a position.

17 So I guess his motivation was just to get it  
18 done and he knew she could do it.

19 MR. COFFEY: so his motivation was to just  
20 hire her in particular and not have to go through any  
21 real hiring process?

22 MR. KRZYS: Must have been. That's what he  
23 says. She did the job for him for four years. She  
24 left. Who knows what was happening, but he was  
25 motivated to call her up and say, come back.

1 MR. COFFEY: Okay. Thanks.

2 CHAIRMAN ADOMEIT: Thank you both.

3 Any further comments or questions?

4 MR. NEWMAN: This is Colin Newman. I just  
5 want to know, on that contract, that amendment, it was  
6 signed in February of '88?

7 MR. KRZYS: Yes, it was.

8 MR. NEWMAN: Yeah.

9 MR. KRZYS: That's what it says.

10 MR. NEWMAN: All right. And the subsequent  
11 contracts, they all - the next two are checked off as  
12 amendments also?

13 MR. KRZYS: Yes, they would - yeah, they  
14 would properly all be amendments, except that I will  
15 note to you there is a box that's checked original in  
16 the 1990 to '91.

17 MR. NEWMAN: Right.

18 MR. KRZYS: I don't know why that is since  
19 it was one right after another.

20 MR. NEWMAN: (Inaudible)

21 MR. KRZYS: And there was another one in  
22 '91, '92 is checked as original. I don't know why  
23 that would be. And the next one is an amendment.

24 MR. NEWMAN: Hmm.

25 MR. HERRINGTON: This is John Herrington. I

1 just have another timeline question. So we do have  
2 Attorney Spak on the line.

3 Attorney Spak, do you have any personal  
4 knowledge of how long you were employed in private  
5 practice at a private firm?

6 MS. SPAK: I'm unmuting. Did that work?  
7 Can you hear me?

8 MR. HERRINGTON: Yes.

9 CHAIRMAN ADOMEIT: We can indeed.

10 MS. SPAK: Okay. Yeah.

11 CHAIRMAN ADOMEIT: Go ahead.

12 MS. SPAK: I know it was a very short period  
13 of time because I was very happy to get his call. I -  
14 I - and I know, as I told Bob that it was warm. It  
15 was, you know, warm out. But warm out, I know can  
16 mean anything other than probably December to March  
17 around here.

18 So, you know, I mean, I don't want to  
19 testify that I, you know, have the exact date. I've  
20 kind of torn my home apart looking for that original  
21 contract. But I know it wasn't the year gap. So I  
22 know that I - it started.

23 I would like to speak to the signing of it  
24 in '88, which I actually hadn't remembered, but I  
25 could tell you this. Signing of contracts varied over



1 the many years that I did them. And there were  
2 periods not at issue here where we were told - the  
3 other work that I did when I worked for the education  
4 department, that we were told to keep working, and the  
5 contract, you know, from July 1<sup>st</sup> on and the contracts  
6 weren't signed until January one year. And I remember  
7 that because, you know, there was great discussion  
8 among the people doing it as to, you know, when would  
9 we actually get our contracts.

10 So it really depended on the personnel in  
11 the department that was processing the contracts, and  
12 sometimes they were well staffed and sometimes they  
13 weren't. So, you know, that's, I think, what that was  
14 about.

15 It wasn't anything to do with, you know,  
16 like negotiating or anything like that. It was just  
17 processing time.

18 CHAIRMAN ADOMEIT: Thank you.

19 MR. HERRINGTON: This is John Herrington. I  
20 was wondering if either Attorney Spak or Attorney  
21 Krzys could kind of walk me through the issue. So to  
22 the extent that the general rule would be that in  
23 awarding credit for PSA time that there be a seamless  
24 transition, I believe that I heard Attorney Krzys  
25 state that here there were extenuating circumstances

1 that exist to deviate from that rule. And are those  
2 extenuating circumstances that we have some indication  
3 that the gap may or may not have been that long, but  
4 that we don't have evidence to establish how long that  
5 gap actually was, or were there other extenuating  
6 circumstances?

7 MR. KRZYS: Well, I would say-

8 MS. SPAK: Well, I mean, I don't - oh, go  
9 ahead.

10 MR. KRZYS: Go ahead, Christine, if you can  
11 speak-

12 MS. SPAK: No, well, I mean, I'm not sure  
13 exactly what the question is, but I know it wasn't  
14 over a year. So I know that that first contract was  
15 not the first contract. So, I mean, I could tell you,  
16 I absolutely know that.

17 And, you know, getting the follow up, the  
18 affidavits, what Stan and Steve's memory was that it  
19 was like I wasn't gone because I was back in the same  
20 parking place; I was at the, you know, copy machine  
21 copying things. And, you know, I have some memory of  
22 people, not people that signed affidavits, but at the  
23 time coming to me, you know, and asking if I had been  
24 on a vacation, you know, like where was I; where had I  
25 - or, you know, that kind of thing, just being

1 friendly, people that I had worked with, secretaries  
2 and such.

3 So I know it wasn't very long, but I can't  
4 say exactly when.

5 MR. KRZYS: John, let me-

6 MR. HERRINGTON: All right, just so we -  
7 yeah, go ahead, Attorney Krzys.

8 MR. KRZYS: Yeah, let me respond to that  
9 because I used the word extenuating and I want to just  
10 talk to you about what I meant by that. So that in  
11 the other cases that we've had, where the break, the  
12 time between the PSA and the permanent employment  
13 wasn't day-to-day; you left on a Thursday, you started  
14 on a Friday, because everybody starts on a Friday in  
15 State service.

16 MR. HERRINGTON: Right.

17 MR. KRZYS: So there were times when people  
18 had been on PSA's that said, hey, look, I've got to  
19 take a vacation, and then they came back two weeks  
20 later, or a month later. And the prior decisions are,  
21 well, that's okay. You know, that's when they - you  
22 went to the person and your hiring person said, okay,  
23 come on back then; I agree with that.

24 I was using the word extenuating in the  
25 sense that Christine Spak left, but the extenuating

1       circumstance that I'm referring to is not necessarily  
2       the period of time. It's that she was recruited back,  
3       that there has to be some recognition, I think, that  
4       she left, and they realized that they needed someone  
5       to come back and keep the place, the quality assurance  
6       unit, running, because she had not only established  
7       it; she was essentially supervising it.

8                 So to me, that's an extenuating  
9       circumstance. It was a luring back. So I wasn't  
10      particularly talking about the period of time, because  
11      we apparently may never be able to know that, any of  
12      us, because we can't find the document.

13                MR. HERRINGTON: Okay, yeah, thank you.  
14      That clarifies my question.

15                MR. NEWMAN: This is Colin Newman again.  
16      Just a question on the contract. Could it be that the  
17      initial contract was signed for \$14,476; and the fact  
18      of the matter is, when it came around to February, it  
19      was determined that there basically wasn't enough  
20      moneys that were allocated to the contract to cover  
21      like the more formal hearings that were scheduled?  
22      And so the additional - and as I'm reading it, it  
23      says, these additional fiscal resources are needed to  
24      cover the projected formal hearing case load through  
25      the end of this contract period, June 30<sup>th</sup> of 1988.

1           So is it possible that it could be that in  
2 February, it was realized that it wasn't enough money  
3 in the contract and that's the reason why it was  
4 increased?

5           MR. KRZYS: I don't know, Colin. I mean, I  
6 can't interpret the document and the intent between  
7 raising the money. Because a lot of these PSA's that  
8 were submitted raised the moneys from time to time.

9           So I don't know the answer to that. I  
10 supposed it is possible to read it that way. I'm not,  
11 you know, acquiescing to that. But it seems to me  
12 that when the affidavits say that she returned shortly  
13 thereafter, shortly thereafter doesn't mean from April  
14 1986 to July 1987. That's not the recollection of the  
15 two hiring authorities and it's not the recollection  
16 of the applicant.

17           MR. COFFEY: This is Bob Coffey. I think,  
18 in order to come to a conclusion on this matter, we  
19 need to take a look at the history of our development  
20 of the line of cases dealing with PSA's. And I hate  
21 always to be the one to say that we have to look at  
22 history because it makes me feel even older than I am.

23           But the fact of the matter is that this line  
24 of cases started at a time when the State of  
25 Connecticut had a practice of keeping vacancies open,

1 not filling permanent vacancies, but trying to get -  
2 and while trying to get the job done by hiring people  
3 through PSA's. And as the financial fortunes of the  
4 State improved, and permanent positions came open, the  
5 appointing authorities would look to the people who  
6 they had hired under these PSA's and offer them  
7 permanent positions in the jobs.

8 And they'd continued working. The whole  
9 idea of this seamless transition from the PSA, they'd  
10 be doing the same basic work, there probably wouldn't  
11 even be a day or two off between the PSA and the  
12 permanent employment, and they would go on to work for  
13 long periods of time right up until retirement. And  
14 the Commission felt, when it started to look at these  
15 cases, that it was really the doing of the State to  
16 have these people in PSA's for the first two or three  
17 years that they were actually working, and that had  
18 they been doing things the way they should have, they  
19 would have hired these people from the outset and they  
20 would have been entitled to retirement.

21 They were getting the benefit of having  
22 these people on PSA's without giving them retirement  
23 credit, and in many cases paying them similar amounts  
24 to what they got paid as permanent employees, not even  
25 making up anything for the retirement. So that's the

1 underlying basis for why the Commission developed this  
2 line of cases.

3 Bob, let me finish and I'm going to-

4 MR. KRZYS: Oh, I'm not - I'm going to let  
5 you finish.

6 MR. COFFEY: Oh, I'm sure you want to  
7 respond.

8 MR. KRZYS: Mm-hmm.

9 MR. COFFEY: But just looking at this case,  
10 it doesn't fall into that line of cases at all. What  
11 we're being asked to do here is take a look at a  
12 situation whether it's arguably seamless or not from  
13 the time of permanent employment into the PSA's,  
14 that's not the determining factor for me. What's the  
15 determining factor for me is that this is not what  
16 happened in all those other cases, the State using the  
17 employees and then hiring them. This is a case where  
18 an employee was hired, was given retirement credit,  
19 decided to resign, was given retirement contributions  
20 back, and then was picked up on a PSA because the  
21 hiring authority needed that person back.

22 It's an entirely different situation in my  
23 view than hiring somebody and then bringing them  
24 along, you know, to a retirement position. It's not  
25 what the PSA line of cases that we have was intended

1 to accomplish.

2 CHAIRMAN ADOMEIT: Attorney Krzys, you had  
3 your hand up.

4 MR. KRZYS: Yeah. I'm just going to stick a  
5 little bit to history. I have a lot of history too.  
6 I can remember when I started out, negotiating my  
7 first collective bargaining agreement with the  
8 judicial department and some guy on the other side of  
9 the table was named Robert Coffey. So that's how far  
10 back we all go.

11 MR. COFFEY: Decades, Bob, decades.

12 MR. KRZYS: Yeah, millenniums.

13 MR. DISETTE: True.

14 MR. KRZYS: When you - and I agree that the  
15 history is important, of what the heck are we doing  
16 granting time for personal service agreements or other  
17 agreements. Because if you look at the actual  
18 provision how this came about, it wasn't necessarily  
19 the action of the Retirement Commission. When this  
20 doctrine first came about, the first set of cases came  
21 about where some Pratt Whitney engineers had been laid  
22 off and were working for DAS as engineers under  
23 personal services agreements and they brought a case  
24 and they were granted.

25 Once they were granted, other people started



1 coming forward and said, hey, I've been on a PSA for  
2 quite a while and, you know, why can't I get  
3 retirement credit? So there was a line of claims  
4 marching up to the Retirement Commission, however it  
5 wasn't until the SEBAC agreement occurred in SEBAC 5  
6 where the actual provision of personal service  
7 agreements and so-called other agreements, you could  
8 get it. So if you were working for a RES, a regional  
9 education service unit, we've had people get that time  
10 credited too.

11 So in addition, history is important because  
12 it wasn't so much that the State was using this as a  
13 gateway to permanent employment. The State was using  
14 it as a way to hire someone for lesser money, not pay  
15 them retirement credit, not pay them health insurance,  
16 and save money. So for instance, it just happens to  
17 be the case that Christine Spak in time that already  
18 has been granted to her by the Commission was on a  
19 personal service agreement from July 19<sup>th</sup>, 1993 to  
20 August 23<sup>rd</sup>, 2007, 14 years under a PSA, and then  
21 transitioned into permanent employment.

22 So it's all over the lot. The idea that it  
23 has to be immediate and seamless is really a doctrine  
24 that's been set up by this subcommittee. They've set  
25 it up, just like they've said, well, what's the

1 difference in salary. And so if you were working  
2 under a PSA and your salary under your PSA was let's  
3 say 15 percent over and above what you were hired for  
4 as a permanent State employee, this subcommittee would  
5 say, you're not going to be granted because that 15  
6 percent was a recognition that we weren't paying you  
7 retirement, we weren't paying you health insurance.  
8 And so there was that little right line rule that came  
9 about when, you know, people like Linda Yamena  
10 (phonetic) and the late Charlie Kasala (phonetic) were  
11 on this committee. They had to draw some actions.

12           So the PSA aspect is just - it's a device  
13 that has been utilized by the State. And what the  
14 Commission is about is addressing those circumstances  
15 where the device has been used and, in a sense, not  
16 really fairly with respect to the employee. And  
17 that's what I was trying to articulate when Mr.  
18 Herrington asked me that question about extenuating  
19 circumstances that they brought her back. You know,  
20 she was perfectly willing to come back because, as we  
21 all know, being in the private sector in a practice of  
22 law ain't that great.

23           And so those - you know, that's how I would  
24 respond. I don't reject the idea that we should  
25 understand the history, but I think the history of the

1 usage of PSA's and the addressing of PSA's by the  
2 Commission and then by the collective bargaining is a  
3 pretty complex history. It's not cut and dry.

4 CHAIRMAN ADOMEIT: Thank you, Attorney  
5 Krzys.

6 There are five points, Attorney Krzys, to  
7 the remedy that you are seeking for the Commission -  
8 or rather, the Subcommittee, I mean. And maybe it  
9 would be useful to go to that document and then look  
10 at each one individually in recognition of the  
11 complexity of this particular matter. It's your Page  
12 7.

13 MR. KRZYS: Sure. So the first one, if you  
14 want me to just talk to them.

15 CHAIRMAN ADOMEIT: What's that?

16 MR. KRZYS: Do you want me to just speak to  
17 them?

18 CHAIRMAN ADOMEIT: Yeah.

19 MR. KRZYS: And so the remedy requested, as  
20 the Chairman has pointed out, is a five-part request.  
21 And so that the first part of the request is the Tier  
22 I issue with respect to UCONN. And so you see those  
23 three discreet dates of '73 to '75, and '77 to '79,  
24 and '81 to '82 with UCONN where she made employee  
25 contributions in the second tenure, but not in the

1 first and the third.

2 Now, if she was allowed to make  
3 contributions in one, then it would seem that if it's  
4 Tier I service, then she should be at least allowed to  
5 buy back that period in which she made contributions.  
6 Why she wasn't debited contributions in period one and  
7 three, we don't know. Maybe it's perhaps, as Mr.  
8 Newman has said, it wasn't work in a classification  
9 that was in a pension plan at the time which had to be  
10 Tier I. Maybe that's the case.

11 Number two, it's Tier I in the Department of  
12 Public Health from '82 to '86. That was permanent  
13 employment. She had all - she made her contributions.  
14 And when she left, they were refunded to her. Doesn't  
15 seem to be any reason - we've allowed other people to  
16 re-do and make the contributions, and once the time is  
17 looked at as credible service, to restore the service.  
18 That seems to be a pretty solid request.

19 Now, the time from '87 to '83 is the time -  
20 the thing that we've spent the most time talking  
21 about. Mr. Herrington - Attorney Herrington has asked  
22 questions about it. Attorney Coffey has probed about  
23 it. And we simply have a somewhat - and Colin has  
24 talked about, well, maybe the '87 to '88, the first  
25 one, was an amendment just as to money. We don't know

1 because we don't have that one. What we do know is  
2 that the people involved, the applicant and the two  
3 supervisors say, it certainly wasn't a break from 1986  
4 in April to July in 1987.

5 So assuming that a review of the documents  
6 shows that she did the same thing in the same manner,  
7 the issue to be grappled with is what is the - what do  
8 we have in front of us as to the length of the break  
9 and the reason for the break. And I just can't come  
10 much closer to an answer to the length of the break  
11 because I can't find the documents. I can only rely  
12 on the affidavits.

13 Number four is really dependent upon, quite  
14 frankly, I think, what happens to remedy two and three  
15 because if remedy two and three are granted, then the  
16 time that she left would be shorter than the time that  
17 she worked, so that the rule that you can't go back  
18 and grab time if you were gone longer than you were  
19 here would not prevent her from adding to her pension.

20 And then number five would just simply  
21 follow because if she was granted time under the PSA  
22 and under the permanent employment from '82 to '86, it  
23 would have to be in Tier I because her hire date would  
24 be changed, and there - we've done that in several  
25 cases. And the only one that comes to mind is the

1 case of William Congero (phonetic), who also happened  
2 to be a Department of Education employee, who applied  
3 for personal service time and moved his credited  
4 service once he was approved for the time right past  
5 Tier I eligibility and he was allowed to make the  
6 proper retroactive contributions a Tier I person would  
7 have made and retired as a member of Tier I.

8 So it's really a function of the UCONN time  
9 may not be that crucial, but what the disposition of  
10 two and three is is crucial because it goes to that  
11 period that Colin talked about, if you're gone longer  
12 than you were here, then you're not allowed to add the  
13 time. So that's why we're seeking the PSA time and  
14 the Tier I time, and most importantly, the Tier I '82  
15 to '86 time.

16 CHAIRMAN ADOMEIT: Thank you. Thank you.

17 How do you wish to proceed?

18 MR. KRZYS: I assume you're not addressing  
19 me, Mr. Chairman.

20 CHAIRMAN ADOMEIT: No. I suspect I know  
21 what that answer would be.

22 MR. COFFEY: I don't know. I still can't  
23 get over the hump of the exception that Attorney Krzys  
24 is asking us to make to our treatment of these PSA  
25 cases. And I guess I think the entire matter of the

1 amended complaint - or the amended request, you know,  
2 really rises and falls on that issue.

3 As I recall, we have looked at this matter  
4 before and granted relief that was requested  
5 previously. I just - because of what I said about how  
6 I believe our precedents have operated, I can't go  
7 along with the argument here.

8 That being said, I'll move that we deny this  
9 request.

10 MR. DISETTE: John DiSette, I'll second  
11 that.

12 CHAIRMAN ADOMEIT: Is there any further  
13 discussion? Okay, hearing none, all in favor of the  
14 motion, raise your hand or say aye.

15 (No audible response)

16 CHAIRMAN ADOMEIT: It's unanimous.

17 All right. Thank you very much. Thank you,  
18 Attorney Krzys.

19 All set. So we can move on to James  
20 Vasquez. Mr. Newman?

21 MR. NEWMAN: I apologize. I put it on mute  
22 because I didn't want my dogs to start barking right  
23 in the middle of it. This is Colin.

24 James Vasquez was hired as a chief  
25 information officer for the Connecticut State Colleges

1 and Universities effective July 2<sup>nd</sup>, 2021. Pursuant to  
2 the collective bargaining process, at the time of his  
3 hire, if a retirement plan wasn't elected on the first  
4 day of employment, an unclassified non-union employee  
5 within the higher education system would be defaulted  
6 to the SERS Tier IV hybrid plan.

7 On February 9<sup>th</sup> of this year, the Director of  
8 Shared Services and Business Transformations for  
9 Central - for the Connecticut State Colleges and  
10 Universities advises Division that Mr. Vasquez had  
11 actually signed his CO-931 enrollment form on July  
12 13<sup>th</sup>, 2021, eleven days after his date of hire. The  
13 director was asking as to whether or not Mr. Vasquez  
14 could enroll in his elected choice, which was the  
15 Alternate Retirement Program with the six-and-a-half  
16 percent option contribution rate, or should he be  
17 defaulted into the Tier IV hybrid plan.

18 The Division advised that he should be  
19 defaulted. However, the records showed that he hasn't  
20 been enrolled in either plan. In March of this year,  
21 Mr. Vasquez appealed that administrative decision by  
22 the Division. He stated that he was instructed that  
23 he had to return all his necessary documents within 30  
24 days of his hire. You know, he is claiming that, you  
25 know, agency error caused him not to enroll in ARP.



1 We brought this matter forward to the Subcommittee.  
2 There was like an email chain that I had sent to the  
3 Subcommittee late yesterday afternoon indicating  
4 information that was provided by his agency to the  
5 Division.

6 And I believe Mr. Vasquez is on the Zoom  
7 call.

8 CHAIRMAN ADOMEIT: He is.

9 MR. VASQUEZ: That's correct.

10 CHAIRMAN ADOMEIT: Go ahead. You have the  
11 floor.

12 MR. VASQUEZ: Thank you, Mr. Chairman. The  
13 description of the case is accurate. The advisement  
14 of the agency was to reply with the appropriate  
15 paperwork within 30 days of employment. I  
16 accomplished that. There wasn't an alert or a warning  
17 that certain paperwork had to be done on the first day  
18 of employment. So therefore, it did not occur.

19 This was - the selection of the Alternate  
20 Retirement Program was and has been in previous  
21 employment opportunities in other states usually my  
22 chosen option. And it was just an administrative  
23 error. It also impacted the collection of leave  
24 balances, which is not under this committee's purview,  
25 but further indicates that an administrative error had

1 occurred during the hiring process.

2 CHAIRMAN ADOMEIT: Okay, thank you.

3 Does anybody have any comments? Mr. Lopez?

4 MR. LOPEZ: Mr. Chairman, if I could  
5 possibly comment, would that be appropriate at this  
6 point on behalf of Mr. Vasquez?

7 CHAIRMAN ADOMEIT: Yeah. Are you an  
8 attorney too?

9 MR. LOPEZ: No, sir. My name is Mike Lopez.  
10 I'm the director of HR administration for Connecticut  
11 State Colleges and Universities.

12 CHAIRMAN ADOMEIT: Okay. All right, you  
13 have the floor.

14 MR. LOPEZ: Wonderful, thank you. And my  
15 sincere thanks to the Commission as well to hear our  
16 case. And as Mr. Vasquez said, I believe and I can  
17 certainly attest that at that point in time, we were  
18 still working through a major transition into a shared  
19 services framework for both HR and payroll here for  
20 the Connecticut State Colleges and Universities.

21 So we were going through significant  
22 transformation. We were revamping our onboarding  
23 process as one of many workflows that we were trying  
24 to enhance and develop additional efficiencies,  
25 whether it was through Zoom calls and open webinars

1 with larger groups of our employees, et cetera. And  
2 we do believe that during the onboarding process with  
3 Mr. Vasquez, that there was some miscommunication by  
4 the agency in regards to the requirement to have that  
5 form signed and a decision made on or before the first  
6 day of employment, which again, for Mr. Vasquez, was  
7 the 2nd of July of '21.

8 So I believe the onboarding information was  
9 provided, but in regards to that date, it just simply  
10 was not properly clarified on the part of the agency  
11 with Mr. Vasquez. And that, with all of the other  
12 onboarding documents that were presented to him at the  
13 same time, we were developing an online portal to  
14 complete and upload these onboarding documents in one  
15 onboarding packet. So I think lent itself to some  
16 additional confusion at the time, and I certainly  
17 advocate for this requested enrollment in ARP IV for  
18 Mr. Vasquez based on agency error.

19 Again, we were working through a lot of  
20 changes, and in fact, we're two years into the process  
21 and we're still going through some enhancements to our  
22 workflows and how to better serve our customers, and  
23 this was just an unfortunate miss on our part. So I  
24 certainly would greatly appreciate the Commission's  
25 consideration on that.

1                   CHAIRMAN ADOMEIT: Thank you.

2                   MR. HERRINGTON: This is John Herrington.  
3                   And I appreciate that summary, Mike. The one issue  
4                   that I would have is we requested a similar statement  
5                   corroborating Mr. Vasquez' claim back in May, and what  
6                   we received was nowhere near as robust as kind of the  
7                   response that you just provided now. We received a  
8                   response for Laura Yuwell (phonetic) that was kind of  
9                   equivocal in terms of what was communicated regarding  
10                  the 30 days.

11                  So can you kind of explain kind of how the  
12                  agencies' position has kind of been a bit clarified  
13                  from May of this until today?

14                  MR. LOPEZ: Sure, John. I'd be happy to.  
15                  First off, just to sort of set the organizational  
16                  construct a bit for the Commission, Laura Yuwell is  
17                  our director of payroll shared services. So her role  
18                  in regards to the actual onboarding process with Mr.  
19                  Vasquez is - or was extremely limited at the time.  
20                  The onboarding process that we're talking about today  
21                  really fell almost solely to the HR shared services  
22                  side of the house, which involves me and my team, as  
23                  well as our HR strategy team with the onboarding  
24                  process, again, both independent of payroll shared  
25                  services.

1           So, you know, I do apologize if there was  
2 sort of any miscommunication or less emphasis than I  
3 think this claim deserves. But again, it may have all  
4 to do with the fact that, you know, payroll at the  
5 time, and even to this date, is at least at that point  
6 in the onboarding process, their role has essentially  
7 not commenced yet, if you will. It starts with HR  
8 with the hiring and the processing and tour with the  
9 actual interaction with the new employee, with going  
10 over the onboarding documents and answering any  
11 questions the employee has, explaining to them the  
12 requirement to make that retirement plan election on  
13 or before the date of their employment.

14           So again, all of that lands on the HR shared  
15 services side of the house. And that conversation  
16 regarding when to sign that form and when that  
17 decision needs to be made rests with us. So I think  
18 that's the best explanation I can give on that, John.  
19 I apologize for any sort of confusion between my  
20 comments and what you may have received.

21           CHAIRMAN ADOMEIT: Thank you.

22           MR. HERRINGTON: Just to kind of follow up  
23 on this, right. One issue would be allowing us to  
24 honor that election, then the next issue would be what  
25 our remedies are in terms of resolving it

1 retroactively to the date of hire, considering that it  
2 covers two different tax years. But the one point  
3 that I would make is that the request that Agnes of  
4 our Division made, she made that request both to you,  
5 Mike, and Laura, and Laura responded. I would say  
6 that to the extent that we had received as robust a  
7 response back in May where the agency was clearly  
8 taking responsibility for misinforming Mr. Vasquez, I  
9 think that this might have been able to be - we might  
10 have been able to resolve this without coming to the  
11 Commission.

12 MR. LOPEZ: Yeah, I appreciate that, John.

13 MR. HERRINGTON: Yeah, okay.

14 CHAIRMAN ADOMEIT: Thank you, John.

15 MR. DISETTE: John DiSette. John, when you  
16 say, resolve this without having to come to the  
17 Commission, how would you have resolved it?

18 MR. HERRINGTON: Right. I mean, to the  
19 extent that there is a clear agency error where the  
20 agency is taking responsibility and alerting us that  
21 they did not inform the member of the same-day  
22 election rule, and the person is being faulted through  
23 no fault of their own, we would have resolved it.

24 We still would have had the issue to resolve  
25 in terms of whether we would resolve that when it came

1 to our attention in February, or whether it would go  
2 all the way back to the initial date of hire. That's  
3 something that we likely would need to involve the  
4 Commission's tax counsel for that resolution. But to  
5 the extent that the agency clearly takes  
6 responsibility for an error such as this, we would  
7 resolve that in the employee's favor.

8 MR. DISETTE: In this case, that would be  
9 the ARP?

10 MR. HERRINGTON: Correct.

11 CHAIRMAN ADOMEIT: Okay. How does the  
12 Commission wish to proceed?

13 MR. COFFEY: This is Bob Coffey. I would  
14 move that we recommend to the Commission that it  
15 approve the Vasquez request based on information about  
16 agency error.

17 MR. DISETTE: John DiSette. I'll second.

18 CHAIRMAN ADOMEIT: Any further discussion?  
19 Hearing none, all in favor, say aye or raise your  
20 hand.

21 (No audible response)

22 CHAIRMAN ADOMEIT: It's unanimous. The ayes  
23 have it. Thank you very much.

24 MR. LOPEZ: Wonderful. Thank you  
25 (inaudible).

1           CHAIRMAN ADOMEIT: Thank you, gentlemen, for  
2 coming.

3           MR. LOPEZ: Greatly appreciate your help.  
4 Thank you.

5           MR. VASQUEZ: Thank you, sir.

6           CHAIRMAN ADOMEIT: The next case is Robert  
7 Verno.

8           MR. NEWMAN: This is Colin Newman. Robert  
9 Verno retired 25 years ago as a State trooper - I'm  
10 sorry, as a State Trooper First Class from - as part  
11 of the public safety. At the time, as a hazardous  
12 duty member, and because of the fact that this was  
13 during the time of an early retirement incentive  
14 program, he was given - eventually he was given three  
15 additional years of service to his time. So he  
16 basically received a benefit based on 30 years of  
17 hazardous duty credited service, which essentially was  
18 70 percent of his salary.

19           In August of '21, Mr. Verno wrote to the  
20 Division regarding his option election that he had  
21 made at the time. He did elect the straight life  
22 annuity option, and he's saying that he did this based  
23 upon the potential loss of benefits that could occur  
24 for somebody that did not take advantage of the  
25 incentive program, even though as of the date of his



1 retirement, the incentive actually had not been  
2 approved through the legislature.

3 It subsequently was, and because he actually  
4 - his benefit actually was adjusted in December of  
5 '97. But going back to his claim, he basically was  
6 saying that he didn't receive any assistance from his  
7 agency because they wouldn't advise him as to which -  
8 sorry. Okay.

9 Yeah, he didn't receive any advice from his  
10 agency as to which spousal option to take. And he's  
11 saying that because of this and the fact that, you  
12 know, the incentive hadn't been approved, he was  
13 unable to make an informative decision.

14 I will just make a comment that the  
15 individual that signed off on his retirement  
16 application actually was an individual that worked in  
17 the Retirement Division, was a counsellor in the  
18 Retirement Division before she went to State police.  
19 So she was well-versed in retirement.

20 The Division responded in December of '21.  
21 It administratively denied his request stating that  
22 the Division didn't have the authority to change his  
23 option election. And the fact of the matter is, the  
24 SERS plan provisions, they do specify that any income  
25 payment election is an irrevocable choice and must be

1 made before the commencement of the pension.

2 When executing his paperwork and signing off  
3 on his option, the straight life annuity option, he  
4 was acknowledging that he understood that no option  
5 election could be made like after retirement.

6 Further, his spouse did sign off on the spouse waiver  
7 form on the spouse waiver of the survivor benefit,  
8 basically acknowledging that she understood the  
9 effects of her husband's option election, including  
10 the health insurance coverage consequences. The  
11 Division did advise that we were going to forward his  
12 matter before the Retirement Commission's  
13 subcommittee.

14 Just to comment further, at that time, once  
15 the incentive had gone through, the Retirement  
16 Division offered a number of workshops and advised the  
17 agencies as such, you know, by memorandum June 9<sup>th</sup> of  
18 1997, and basically for a month, offered workshops,  
19 and it was done on an individualized basis with  
20 respect to the plan that you were in. You know, they  
21 did a workshop for Tier I, Plan B; they did a workshop  
22 for Tier II; they did a workshop for hazardous duty  
23 members. And agencies were advised that they could  
24 invite even like more recently retired employees, you  
25 know, to the workshops if they were looking for like

1 information.

2           Unfortunately, I did reach out to the State  
3 Police just to see if they had any documentation  
4 indicating that Mr. Verno had attended the workshop,  
5 but they have not got back to me by the time of this  
6 meeting. Additionally, and the reason I asked is  
7 because when the incentive in 1992 was offered, he  
8 actually did attend a workshop at that time.  
9 Secondly, I believe he was versed in the retirement  
10 process because he actually was going to retire  
11 effective June 1 of 1995, and had actually gone  
12 through and signed all his retirement paperwork,  
13 however he did subsequently rescind the retirement and  
14 return to State employment.

15           CHAIRMAN ADOMEIT: Okay, thank you, Colin.  
16 (Inaudible) has the floor.

17           MR. HERRINGTON: This is John Herrington.

18           CHAIRMAN ADOMEIT: John Herrington, go  
19 ahead.

20           MR. HERRINGTON: Not that this makes a huge  
21 difference, but one thing to note is that because he  
22 is a Tier I State police officer, he has an  
23 independent spousal option, or a State police survivor  
24 option that compensates for the lack of social  
25 security, and it was not uncommon among Tier I State

1 police officers to rely on the State police survivor  
2 option to provide the protection to the spouse. The  
3 dollar amount is relatively modest, but it does  
4 provide the lifetime health insurance.

5 CHAIRMAN ADOMEIT: Thank you, John.

6 MR. DISETTE: Am I missing something here?  
7 Because this seems obvious. No? He's been collecting  
8 for 25 years now?

9 MR. NEWMAN: Yes. Since (inaudible)  
10 retirement, yes.

11 MR. DISETTE: So and he's - if - see if I  
12 did my math right. He's about 73, his wife is 72, and  
13 they're looking to change the full spousal option at  
14 this point and claiming he was never informed and had  
15 no idea but signed the waiver anyway?

16 MR. HERRINGTON: Correct.

17 MR. NEWMAN: And I don't think we even  
18 addressed the fact that if he was allowed to do that,  
19 he'd have a significant overpayment.

20 MR. DISETTE: Right.

21 CHAIRMAN ADOMEIT: Yeah.

22 MR. DISETTE: Right, he couldn't afford it  
23 if you gave it to him; could he?

24 CHAIRMAN ADOMEIT: No. No. Is that a  
25 motion, Mr. DiSette?

1 MR. DISETTE: I suppose. I'll make the  
2 motion to recommend to the Commission that we do not  
3 accept the Robert Verno request.

4 MR. CHISEM: Second. Carl Chisem.

5 CHAIRMAN ADOMEIT: Any further discussion?  
6 Hearing none, all in favor, say aye or raise your  
7 hand.

8 (No audible response)

9 CHAIRMAN ADOMEIT: It's unanimous. The ayes  
10 have it.

11 All right, we're almost at the end. Cynthia  
12 Washburn. Mr. Newman?

13 MR. NEWMAN: Yes. This is Colin Newman  
14 again. So Cynthia Washburn was initially employed  
15 with Eastern Connecticut State University between  
16 August 2<sup>nd</sup> of 1985 and August 14<sup>th</sup>, 1987. It appears  
17 that - well, she was in a position as a university  
18 assistant, which was a position that was ineligible  
19 for retirement purposes. However, it appears that she  
20 may have had had a secondary employment, specifically  
21 between October of '86 and August 6<sup>th</sup> of 1992, which  
22 indicated where she actually had plan membership in  
23 Tier II.

24 In 1995, Ms. Washburn was reemployed as a  
25 parttime lecturer. And this is one of her claims is

1 the fact that she was not provided the opportunity to  
2 complete a C09-31 where she would be able to designate  
3 the plan that she - or where the plan designation  
4 would occur. The State payroll records reflect that  
5 she was not a member of any retirement plan during the  
6 time from 1995 to 1997. What I had listed for the  
7 Subcommittee were the actual semester dates between  
8 those two points in which Ms. Washburn was - had  
9 signed contracts for.

10 After she had separated on May 21<sup>st</sup> of 1997,  
11 she became reemployed into a fulltime position with  
12 Manchester Community College on August 14<sup>th</sup>, 1998, and  
13 she was placed in the SERS Tier IIA retirement plan.  
14 Ms. Washburn has in April formally appealed her tier  
15 placement. Like I said, she is claiming that she was  
16 never afforded the opportunity to participate in a  
17 pension plan, and when she was rehired in 1998, she  
18 wasn't given any information on the differences  
19 between Tier II and Tier IIA.

20 She does state that in 2004, she had  
21 inquired with her HR office as to whether or not she  
22 would receive any vested retirement credit for that  
23 period of time between 1995 and 1997 because she had  
24 some concerns about reaching the ten years of service  
25 for qualification for tenure as well as retirement

1 purposes. Her inquiry was forwarded to the Retirement  
2 Division. The Division responded in December of 2004  
3 advising that Ms. Washburn had chosen not to  
4 participate in service, and therefore she had no prior  
5 service as a member of SERS.

6 Ms. Washburn is contending that she was  
7 never advised about the tier placement determination -  
8 she was never advised that the tier placement  
9 determination could be appealed. And that sense, I  
10 think that's the reason why this claim is coming  
11 forward now, almost 18 years later.

12 She provided two affidavits from two members  
13 of the human resources office, who were in the office  
14 at the time of her hire in 1995. Those two  
15 individuals were responsible for her orientation at  
16 that time, and they provided supporting affidavits to  
17 her argument.

18 Now, the Commission in the past like adopted  
19 a policy because - but this goes back to like 1989,  
20 because they recognized at the time, there was  
21 evidence that parttime employees were treated  
22 inconsistently with respect to membership in SERS. So  
23 the policy at that time was that Tier II members whose  
24 history of parttime service could have resulted in  
25 placement in Tier I shall be afforded a onetime

1 opportunity to elect Tier I membership or remain in  
2 Tier II.

3 If that same policy was applied in Ms.  
4 Washburn's case, she would still actually be placed in  
5 Tier IIA, and that's being consistent with the SERS  
6 plan provisions. When she was reemployed in 1998, in  
7 SEBAC 5, and that was in place at the time, in order  
8 for her to have been placed in Tier II, she would have  
9 had to have been either vested or eligible for either  
10 an immediate or deferred monthly benefit at the time  
11 of her separation date in 1995, or her periods of  
12 service as a Tier II member would have had to have  
13 been longer than her periods of non-membership, or  
14 five years, which is greater.

15 The periods of time that she was actually a  
16 member, the small separate periods of time that she  
17 actually had Tier II membership were less than -  
18 certainly less than five years, and less than the  
19 period of time that she actually separated from State  
20 service. And at the time when she left in May of  
21 1997, a Tier II member, in order to be vested, had to  
22 have accrued at least ten years of vesting service.  
23 The five years of actual State service didn't come  
24 into play until from July 1, 1997 forward. Therefore,  
25 the Division maintains that Ms. Washburn is correctly



1 placed in the Tier IIA plan.

2 CHAIRMAN ADOMEIT: Thank you, Colin.

3 Okay. Cynthia Washburn.

4 MS. WASHBURN: Hi. This is Cynthia. Thank  
5 you very much for hearing my case. And just for a  
6 clarification, my appeal is involved in my hire from  
7 '95 to '97, and I was not given the opportunity to  
8 fill out the C09-31. I've provided a copy of my  
9 paperwork, my file extensively from Eastern that I  
10 provided here, and I'm not aware of any other  
11 paperwork prior to '95 and '97. And so my feeling is  
12 that not having been afforded an opportunity to fill  
13 out the C09-31, I should have just defaulted to Tier  
14 II, and then carried that forward.

15 I worked for a year and three months, and  
16 then my time after leaving in May of '97, I was hired  
17 in August of '98. So it was - my time apart was less  
18 than my time during that employment. And so that was  
19 what I was basing my case upon. Yeah.

20 CHAIRMAN ADOMEIT: Thank you.

21 Okay. Any comments or questions?

22 MS. WASHBURN: Could I ask one more question  
23 by chance?

24 CHAIRMAN ADOMEIT: Yes. Go right ahead,  
25 please.

1 MS. WASHBURN: It's my understanding that  
2 when you are employed, if you're eligible for  
3 retirement, you are to fill out a CO9-31 and the State  
4 agency has a copy and so does the Retirement  
5 Commission. And in any of my files, I've been told  
6 that I have no copies of a CO9-31.

7 Do you have a copy of a CO9-31 that I'm not  
8 aware of that, Mr. Newman, that you're referring to,  
9 or are we working off of no - and I know at a certain  
10 point in time, they were carbonless copies. And so  
11 it's not electronic as it is now. But is there a copy  
12 of a CO9-31 that I signed that I chose to not to  
13 participate in SERS?

14 MR. NEWMAN: So that's what you were  
15 claiming with respect to the letter that came from us  
16 in 2004. Because of the fact that we had stated that  
17 you did not indicate that you wanted membership in  
18 SERS, and now you're asking, do we have basically a  
19 CO9-31 supporting that. And the answer is no. It's  
20 just that apparently there is no CO9-31 that was  
21 signed during that period from '95 to '97.

22 MR. HERRINGTON: This is John Herrington.  
23 Colin, can you kind of confirm the historical  
24 practice, right? So it's been stated as, oh, there's  
25 a rule that we need to have a 9-31 either

1 affirmatively electing membership or affirmatively  
2 waiving, and can you speak to what the historical  
3 practice was in the mid-90's?

4 MR. NEWMAN: Yeah. And so in the mid-90's,  
5 that wasn't necessarily the case because not everybody  
6 was completing - not everybody would complete a CO9-  
7 31, especially we were finding that a lot of the  
8 adjunctions. So back then, if a CO9-31 was received,  
9 where it indicated that the individual was requesting  
10 plan membership, you know, they would then be placed  
11 in the plan according to what was on the CO9-31.

12 And it was like that for a number of years  
13 because it really - and it was really because of those  
14 type of actions because it was - it wasn't - because  
15 of those type of actions is basically what led to that  
16 agreement in 2017 where, I mean, it was decided that  
17 someone's plan membership had to be determined on the  
18 first day of employment by having a CO9-31 completed.

19 It wasn't necessarily a mandatory action  
20 back in the '90's.

21 MS. WASHBURN: If I could comment just very  
22 quickly.

23 CHAIRMAN ADOMEIT: Please. Please proceed.

24 MS. WASHBURN: I worked in the State of  
25 Connecticut - State of Pennsylvania for five years

1 from 1990 to '95, and I was fulltime and I was a part  
2 of a pension plan for the State of Pennsylvania. I  
3 left that State service to come to work at Eastern.  
4 Had I known that I had an option to be put into a  
5 pension plan, I was aware of pensions and the value of  
6 them even at the age of 34. Had I been given the  
7 option to sign into one, I would have accepted it.

8 I believe I put that in my letter as well.  
9 And I just feel like I was given the option or the  
10 knowledge to know that I even had that choice.

11 CHAIRMAN ADOMEIT: Thank you.

12 MS. MESKERS: This is Patty Meskers. Just  
13 to make one comment as to how the retirement was seen  
14 back then, we looked at the payroll records. So it  
15 wasn't necessarily C09-31's. It was the agency  
16 payroll records. When the agency payroll reflects  
17 number three, that means no retirement. So that's how  
18 that was looked at, based on how the agency coded the  
19 payroll.

20 CHAIRMAN ADOMEIT: Thank you.

21 Any further comments?

22 MS. CIESLAK: Chairman Adomeit, this is  
23 Cindy Cieslak.

24 CHAIRMAN ADOMEIT: Yes.

25 MS. CIESLAK: I will just note for the

1 benefit of the trustees that the Commission's  
2 regulation does have a six-year limitation period to  
3 bring a claim to the Commission.

4 CHAIRMAN ADOMEIT: Thank you.

5 MR. COFFEY: If that's the case, then this  
6 case enters a whole new ballgame in terms of deciding  
7 whether the Commission wants to waive the statute of  
8 limitations. We have nothing to go on with respect to  
9 this particular case or why we would do it. It seems  
10 to me that we really have no alternative at this point  
11 but to deny, and if a challenge comes up with respect  
12 - or some issue comes up with respect to the statute  
13 of limitations, then we'll have to deal with it.

14 MS. WASHBURN: Could I comment again? It's-

15 CHAIRMAN ADOMEIT: Yes, please.

16 MS. WASHBURN: So I did ask in 2004. I  
17 didn't know I could appeal. I wasn't directed by my  
18 HR. I was on my own. I was not working at Eastern at  
19 the time, so I had no access to my Eastern personal  
20 (sic) file. I asked again in 2013 and I got a  
21 misunderstanding of my question, which is in that  
22 letter from the payroll person at - the HR person at  
23 that time.

24 I've asked throughout my career a number of  
25 different times because I felt that there seemed

1 something askew. And I asked again in '21. So it's  
2 not that I went 24 years without trying to investigate  
3 and figure out if my placement was appropriate. I  
4 feel like I, at the times of, you know, my ability to  
5 even figure out what to do, I felt like I pursued  
6 that.

7 CHAIRMAN ADOMEIT: Thank you.

8 MR. NEWMAN: This is Colin Newman again. I  
9 just want to state that, you know, what I said  
10 previously, even if giving Ms. Washburn the benefit of  
11 the doubt by including the periods of time that she  
12 was a parttime lecturer between '95 and '97, at the  
13 time with her last separation date in May, May 8<sup>th</sup> of  
14 1997, she - and along with the other periods, the  
15 small periods of time that she appeared to have had  
16 some type of Tier II membership, she had about two  
17 years, about two years and a month of membership in  
18 Tier II, which, at the time when she separated, you  
19 need ten years to be vested. Hence the reason why  
20 when she came back in 1998, she was placed in Tier  
21 IIA.

22 CHAIRMAN ADOMEIT: Thank you, Colin.

23 MS. CIESLAK: Mr. Chairman, this is Cindy  
24 Cieslak.

25 CHAIRMAN ADOMEIT: Yes, go ahead, Cindy.

1 MS. CIESLAK: As it relates to the  
2 regulatory time period, so it's six years to bring a  
3 claim (inaudible) or in equity, and then one year to  
4 appeal from the Division's response, and the  
5 regulation permits the Retirement Commission in its  
6 sole discretion to allow (inaudible) for extraordinary  
7 circumstances. So I just wanted the Subcommittee to  
8 have full information regarding the regulatory time  
9 period and what is permissible for a waiver-

10 CHAIRMAN ADOMEIT: Thank you.

11 MS. CIESLAK: --at its discretion. And I  
12 apologize for the baby.

13 CHAIRMAN ADOMEIT: All right. I'm looking  
14 at the members of the Commission.

15 MR. COFFEY: Mr. Chairman, I move that we  
16 recommend to the Commission that it deny the request  
17 of Ms. Washburn.

18 MR. DISETTE: John DiSette. I'll second.

19 CHAIRMAN ADOMEIT: Any further discussion?  
20 All in favor of the motion, signify by saying aye or  
21 raise your hand.

22 (No audible response)

23 CHAIRMAN ADOMEIT: It's unanimous. Thank  
24 you, very much. Thank you very much, Ms. Washburn,  
25 for coming. Appreciate it.

1                   That completes the agenda.

2                   MR. COFFEY:   In that case, Mr. Chairman -  
3   Bob Coffey - I move that we adjourn.

4                   MR. CHISEM:   Carl Chisem, second.

5                   CHAIRMAN ADOMEIT:  All in favor, say aye.

6                   UNIDENTIFIED SPEAKERS:  Aye.

7                   CHAIRMAN ADOMEIT:  Opposed, nay.  The ayes  
8   have it.

9                   (Adjourned at 4:16 p.m.)

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5 I, Karin A. Empson, do hereby  
6 certify that the preceding pages are an accurate  
7 transcription of the Connecticut State Employees  
8 Retirement Commission, Subcommittee of Purchase of  
9 Service & Related Matters meeting held electronically  
10 via Zoom, conducted at 1:02 p.m. on October 4, 2022.  
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18 Karin A. Empson

19 Karin A. Empson

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21 10/21/2022

22 Date  
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