COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS

Middlesex, ss.

Robert Barrows,
Petitioner,

v.

State Board of Retirement,
Respondent.

Docket No.: CR-25-0618

Date: June 5, 2026

ORDER OF DISMISSAL

Petitioner timely appeals the State Board of Retirement's (Board) decision denying his request to buy a portion of his prior military service pursuant to G.L. c. 32, § 4(1)(h). DALA issued a scheduling order asking the parties to provide more information and suggesting the matter could be decided on written submissions. Both parties responded. In its response, the Board further moved to dismiss the appeal; the Petitioner opposed the motion.

Based on the responses, the following is not in dispute. In 1987, Petitioner enlisted in the Massachusetts Army National Guard while still in high school. He served in the National Guard until 1994, transferring for a year into the reserves before his scheduled discharge in 1995. During his military service, Petitioner participated in active duty for training (ADT) on two occasions: from June to August of 1987 and from July to September of 1988. Otherwise, Petitioner's military service consisted of the standard National Guard commitment of one weekend per month and two weeks per year. As he notes, the Petitioner has no wartime service.

G.L. c. 32, § 4(1)(h) allows members of a retirement system who are veterans to purchase creditable service for their time in "active service in the armed services of the United States." A "veteran" under G.L. c. 32, § 1 is "any person who is a veteran as defined in clause

Forty-third of section seven of chapter four."[1] Under G.L. c. 4, § 7, cl. 43 (Clause 43), a veteran is, among other things, someone who was honorably discharged and served full time National Guard duty under Titles 10 or 32 for not less than 90 days of "active service," at least one day of which was for wartime service. G.L. c. 4, § 7 cl. 43.[2]

Clause 43 has one important exception: "'Active service in the armed forces', as used in this clause shall not include active duty for training in the army National Guard or air National Guard or active duty for training as a reservist in the armed forces of the United States." This means that members who served in the National Guard (or reserves) and underwent ADT, but nothing more, do not meet the definition of veteran under Clause 43. *See Pitta v. State Bd. of Ret.*, CR-25-0087, 2026 WL 1198174 (Div. Admin. Law Apps. April 24, 2026); *Emanuelson v. MTRS*, CR-24-0681, 2025 WL 752010 (Div. Admin. Law Apps. Feb. 28, 2025); *Flemings v. Contributory Ret. App. Bd.*, 431 Mass. 374, 377-78 (2000).

The Petitioner points out that members who were in the National Guard (or the Reserves) may purchase service time "on a ratio of 5 years of national guard service or 5 years of active reserve service substitutable for each year of active service," up to a maximum of four creditable years. G.L. c. 32, § 4(1)(h). However, that clause is not an independent basis for credit. That clause only kicks in if a member first meets the threshold requirement that they qualify veteran as defined above. *See Pitta, supra*.

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[1] Section 1's definition of a veteran provides other ways in which someone may qualify as a veteran not relevant to this appeal.

[2] Clause 43 defines veterans in other ways not applicable here. For example, it applies to any person who was in active service in the army, navy, marine corps, coast guard, or air force for not less than 180 days. G.L. c. 4, § 7, cl. 43.

Unfortunately for the Petitioner, his service in the National Guard was limited to his two ADT periods and his national guard commitment; he was not otherwise in the armed forces and has no wartime service. Thus, he does not qualify as a "veteran." *Pitta*, *supra*. In his final reply, the Petitioner notes he was briefly activated at some point for the Tall Ships event. However, he does not suggest, and his records do not support, that this was Title 10 or 32 service. And even if it was, there is no evidence that it was wartime service or it lasted for more than 90 days.[3]

Therefore, he may not purchase creditable service for his time in active service under G.L. c. 32, § 4(1)(h). Accordingly, the Board's motion is allowed and the matter is **dismissed** for failure to state a claim.

Eric Tennen

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Eric Tennen, Magistrate
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[3] The Board disputed whether Petitioner was honorably discharged. Based on the Petitioner's submission, it appears he was. However, Petitioner's appeal does not turn on this fact, as even with an honorable discharge, he still does not qualify as a veteran under Clause 43.