COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Shane Meeks,
Petitioner

Docket No. CR-25-0742

v.

State Board of Retirement,
Respondent

Appearances:
For Petitioner: Shane Meeks, pro se
For Respondent: Brendan McGough, Esq.

Administrative Magistrate:
Judi Goldberg

SUMMARY OF DECISION

Petitioner applied to purchase military service under a provision of the Act Honoring, Empowering, and Recognizing Our Servicemembers and Veterans. He submitted his application within the statutory timeframe but did not complete the payment by the Respondent's deadline. As the payment deadline is not statutory, the case is remanded for consideration of whether Petitioner's reasons for missing the deadline were justifiable and whether an extension of the payment deadline is warranted.

DECISION

Petitioner Shane Meeks appeals the decision by the State Board of Retirement (SBR) to deny his request to purchase military service as creditable service for retirement purposes. Chapter 32 of the Massachusetts General Laws allows certain veterans who are members of a retirement system to add up to four years of military service to their creditable service. G.L. c. 32, § 4(1)(h). Eligible veterans may purchase their military service before or within one year of vesting in the Massachusetts State Employee Retirement System (MSERS); vesting occurs after a member completes ten or more years of creditable service. *Id*. §§ 4(1)(h), 5(1)(m).

In 2024 the Legislature passed An Act Honoring, Empowering, and Recognizing Our Servicemembers and Veterans (the HERO Act) to "honor, empower and recognize servicemembers and veterans" in the Commonwealth. Among other things, the HERO Act provided veterans with an opportunity to purchase military service if they had not yet done so. Section 53 of the HERO Act, which became law on August 8, 2024, provides:

> Notwithstanding any general or special law to the contrary, any member of a retirement system who is a member in service and a veteran who failed to make the purchase authorized in [Section 4(1)(h) of] chapter 32 of the General Laws . . . shall be given a 1-time opportunity to apply to the retirement system to make said purchase within 1 year from the effective date of this act. . . .

2024 Acts c. 178, § 53. Thus, eligible veterans had until August 8, 2025, to apply to purchase their service.

Mr. Meeks, whom the SBR does not dispute is an eligible veteran, completed his application before the August 8, 2025, deadline by sending the SBR his completed Veteran's Creditable Service Buyback form in May 2025; he added additional information in July 2025. Once his application was complete, the SBR sent Mr. Meeks a letter both by email and regular mail informing him that he could purchase creditable service for his time in the military. The SBR's September 12, 2025, letter included the total amount that Mr. Meeks would have to pay and provided several options for how he could pay. The letter included a deadline of October 17, 2025, for Mr. Meeks to indicate his payment choice.[1] Mr. Meeks did not respond by the deadline,

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[1] The letter included the October 17, 2025, payment deadline for Mr. Meeks to pay in one lump sum or with an installment plan. For a transfer of assets from a retirement savings program,

but on November 12, 2025, he emailed the SBR asking to "reopen" his buyback request. Five days after his request, the SBR notified Mr. Meeks that it was unable to reopen his request because the SBR received his request to reopen "after the 08/08/2025 deadline."

In its brief, the SBR asserts that "eligible members had until August 8, 2025, one year from the effective date of the HERO Act, to 'make said purchase.'" This misstates the language of the HERO Act, which provides "a 1-time opportunity *to apply* to the retirement system to make said purchase within 1 year from the effective date of this act." If the SBR's argument were correct, and veterans had one year from the effective date of the HERO Act to *purchase* their creditable service, then a payment due date occurring after the one-year mark would exceed the statutory deadline. That the SBR responded to Mr. Meeks in September 2025 and gave him an October 2025 response deadline demonstrates that the SBR itself did not treat August 8, 2025, as a *payment* deadline, but rather as an *application* deadline.

The SBR cites a memorandum from the Public Employee Retirement Administration Commission (PERAC) in support of its position. *PERAC Memorandum* 23 (Aug. 18, 2024). That memorandum states that veterans had one year from the HERO Act's effective date "to make the purchase of any creditable service or enter into an installment plan, if allowed by the retirement board." *Id*. The memoranda issued by PERAC to the retirement boards are binding on the boards in keeping with PERAC's statutory duty to ensure that the multitude of retirement systems in the Commonwealth operate efficiently and apply uniform rules and policies. *See Grimes v. Malden Ret. Bd.*, CR-15-5, 2016 WL 11956883, at *5 (Contributory Ret. App. Bd. Nov.

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the letter included no deadline to notify the SBR of that choice or to complete the transfer. It is unclear whether the October 17, 2025, deadline also applied to the transfer of assets.

18, 2016). In contrast, for the Division of Administrative Law Appeals, the Contributory Retirement Appeal Board, and the courts, "the position taken in a PERAC memorandum will be considered an 'interpretive' rule, entitled to persuasive weight under the standard of *Skidmore v. Swift & Co.*, 323 U.S. 134, 140 (1944), but not having the force of law of a statute or regulation." *Id*. As described below, PERAC's position that veterans had until August 8, 2025, to purchase their service is inconsistent with the language of the HERO Act and is therefore not persuasive.

Specifically, in other parts of Section 4, the Legislature described a retirement system member having the option "(1) to purchase the service in a lump sum within 180 days of the notice, or (2) to enter into an installment agreement within 180 days of the notice to pay for the service." G.L. c. 32, § 4(1)(h½) (teachers), (s) (contract employees). *See also* 941 CMR 2.09 (5)(b) (confirming by regulation that "if the 180-day period expires without action by a member, the contract service shall no longer be eligible for purchase"). These examples of statutory and regulatory deadlines for members to complete payment to purchase service are notably different from the language in the HERO Act, which sets out a deadline for veterans "to apply to the retirement system to make said purchase within 1 year from the effective date of this act." 2024 Acts c. 178, § 53 (referencing Section 4(1)(h) of Chapter 32). As the Legislature did not impose a payment deadline in the HERO Act as it did in other parts of Section 4, the use of different language strongly suggests the legislative intent to impose an application, not a payment, deadline. *See Commonwealth v. Williamson*, 462 Mass. 676, 682 (2012) (Legislature intends a different meaning when it uses different language to apply to different sections of same law).

Moreover, reading the language of the HERO Act to impose a payment deadline would render the phrase "to apply to the retirement system" superfluous. There would be no reason for the Legislature to refer to applying if it simply intended to require veterans to "make said purchase within 1 year from the effective date of this act." *Flemings v. Contributory Ret. App. Bd.*, 431 Mass. 374, 375-76 (2000) ("In interpreting statutes, none of the words of a statute is to be regarded as superfluous[.]" (internal quotation marks and citations omitted)).

Applying this analysis to Mr. Meeks's situation, the applicable statute requires veterans to apply to purchase their service by August 8, 2025, which Mr. Meeks did. Although he did not meet the SBR's payment deadline, he explained in his appeal that he was caring for his mother and daughter, both of whom had health concerns, and as a result lost track of the SBR's timeline. It is oft repeated that equitable considerations cannot countermand statutes and regulations that direct a specific action and preclude consideration of individual circumstances. *See, e.g.*, *Clothier v. Teachers' Ret. Bd.*, 78 Mass. App. Ct. 143, 146 (2010). However, in the absence of a statutory or regulatory deadline, "the 'reasoned consistency' to which the public is entitled does not absolutely bar an agency from making exceptional decisions in exceptional cases." *Feffer v. Massachusetts Tchrs.' Ret. Sys.*, CR-23-159, 2023 WL 8526445, at *3 (Div. Admin. L. App. Dec. 1, 2023).

CONCLUSION AND ORDER

I find that Mr. Meeks applied to purchase his service within the statutory deadline. Without a corresponding statutory deadline for payment, and in keeping with the Legislative intent to "honor, empower and recognize servicemembers and veterans in the commonwealth[,]" I vacate and remand this case to the SBR to consider whether Mr. Meeks' circumstances justify an extension of its payment deadline.

Dated: July 31, 2026

/s/ Judi Goldberg
Judi Goldberg
Administrative Magistrate
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