

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Margaret Sheehan,
Petitioner

Docket No.: CR-25-0106

v.

Massachusetts Teachers' Retirement System,
Respondent

Appearances:

For Petitioner: Nathan Robinson, Esq.

For Respondent: Ashley Freeman, Esq.

Administrative Magistrate:

Judi Goldberg

SUMMARY OF DECISION

Petitioner chose to teach for two extra weeks during the summer of 2024. The applicable collective bargaining agreement included a separate provision about this type of extra work, including a mechanism to calculate compensation. However, payment for the extra work was not regular compensation because it was not ordinary, recurrent, or repeated, and the extra work did not satisfy the regulatory requirements for additional services because it occurred outside of the school year. Accordingly, the Massachusetts Teachers' Retirement System's decision not to include the two extra weeks towards Petitioner's retirement calculation is affirmed.

DECISION

Pursuant to G.L. c. 32, § 16(4), petitioner Margaret Sheehan appealed respondent Massachusetts Teachers' Retirement System's decision not to include towards her retirement calculation pay for two weeks during which she chose to work at a summer school program. I conducted and recorded a remote hearing on January 13, 2026. Ms. Sheehan was the only person to testify. I entered Exhibits 1-13 into evidence. Both parties submitted post-hearing briefs on February 27, 2026, at which point I closed the administrative record.

Findings of Fact

Based on the evidence in the record and reasonable inferences drawn from it, I make the following findings of fact:

1. Before she retired in 2024, Ms. Sheehan was a teacher for the LABBB Collaborative (Collaborative). (Ex. 9.)

2. Ms. Sheehan was the lead teacher in her classroom and had three teachers' aides for her six students, all of whom had learning challenges. Some of the students required one-to-one staffing for certain activities. (Testimony.)

3. All her students, and the "great majority" of the students at the school, attended the Collaborative's six-week summer program. The educational goals during the summer program were the same as during the academic year. (Testimony.)

The Collective Bargaining Agreement

4. Ms. Sheehan was a member of the LABBB Collaborative Education Association Unit A and was subject to the terms of a collective bargaining agreement (CBA). (Exs. 2 & 9.)

5. The relevant CBA provided that the school year was 184 days, or the equivalent of ten months. (Ex. 2.)

6. The CBA also required teachers to work for four weeks during the summer, with payment for the summer program equaling 12% of the teacher's annual salary. (*Id.*)

7. To ensure the summer program had proper staffing, the school's administration asked the teachers to work together to spread their schedules out over the six weeks the summer program ran to cover as much of the time as possible. If the administration saw that the teachers' time was overlapping in a way that left gaps, they could reorganize the schedule. (Exs. 3 & 4.)

8. The CBA included a separate provision for "Extra Work":

Work beyond the additional four weeks will be voluntary. The employer shall create a one-week voluntary work stipend worth one-quarter (1/4) of the regular summer rate. After the Summer schedule changes become effective on July 1, 2024, this rate shall be three percent (3%) of a bargaining unit member's regular rate of pay for the ten-month school year. For any time worked less than a full week, bargaining unit members shall be paid at their regular per diem rate.

(Ex. 2.)

The Summer of 2024

9. During the summer of 2024, Ms. Sheehan worked the requisite four weeks. She also voluntarily worked for two extra weeks. Before 2024, she had consistently worked for two extra weeks during the summers. (Testimony.)

10. Ms. Sheehan worried that if she did not work the two extra weeks, her students' skills would slow or regress. (Testimony.)

11. Ms. Sheehan was concerned that she would be "held accountable" during meetings with parents or liaisons from the students' towns if the students' skills slowed or regressed during the summer. (*Id.*)

12. She was not, however, concerned that she would face discipline if the students lost ground during the summer. (*Id.*)

13. If Ms. Sheehan had not volunteered to work during the two extra weeks during the summer of 2024, and if other teachers had not scheduled themselves during those two weeks, the administration would have sought to use substitute teachers. The substitute teachers might have been teachers from other classrooms, college students, or retirees returning to work.

The substitutes might have had experience in the classroom or they might never have taught in a classroom. (*Id.*)

14. Ms. Sheehan believed that it would be very difficult for a substitute teacher to work with her students who had challenging behaviors. She worried that having unknown people who were unfamiliar with her students and their behavior plans could cause unsafe situations. (*Id.*)

The Retirement Application

15. Ms. Sheehan applied to retire. On February 7, 2025, the Massachusetts Teachers’ Retirement System (MTRS) sent Ms. Sheehan a letter informing her that it would not include the two extra weeks from the summer of 2024 towards her retirement calculation.¹ It found \$6,537.40 ineligible as payment for “voluntary summer work.” (Ex. 1.)

16. Ms. Sheehan timely appealed the MTRS’s decision. (Ex. 5.)

Analysis

Chapter 32, the retirement law for public employees including teachers, defines “regular compensation” as the “compensation received exclusively as wages by an employee for services performed in the course of employment for his employer.” G.L. c. 32, § 1. Wages are the “base salary or other base compensation of an employee paid to that employee for employment by an employer[,]” but specifically exclude overtime, bonuses, and other additional ad hoc forms of payment. *Id. See Public Emp. Ret. Admin. Comm’n v. Contributory Ret. App. Bd.*, 478 Mass. 832,

¹ MTRS’s letter did not state anything about payment for extra work during previous summers even though it averaged Ms. Sheehan’s salary from last three years.

835 (2018) (noting that these definitions capture only “ordinary, recurrent, or repeated payments not inflated by any extraordinary ad hoc amounts” (internal citation and quotation marks omitted)); *see also Hallett v. Contributory Ret. App. Bd.*, 431 Mass. 66, 70 (Mass. 2000) (observing that regular compensation includes “ordinariness” or “normality”).

“Salary” means a “fixed annual or periodic amount of pay depending upon on the period of employment rather than upon the number of days or hours worked within that period.” *Id.* at 68-69 (internal citation omitted). Salary does not include “[h]ourly compensation paid on an irregular basis [which] is more akin to overtime payments than to annual salary.” *Id.* at 70. Salary also does not include daily rates. *Hughes v. Massachusetts Teachers' Ret. Sys.*, CR-08-531 (Div. Admin. Law App. Sep. 30, 2011). The logic for excluding these types of periodic or sporadic payments from the definition of salary is that they are not fixed amounts that depend on consistent employment. Rather, employees receive payment only for the hours that they work; if they do not work they do not get paid. *Id.*

Applying these concepts to Ms. Sheehan’s situation, the CBA allowed teachers to choose whether to participate in up to two weeks of extra work during the summer. The CBA set out two kinds of payment for the extra work: (1) a weekly rate based on the teacher’s regular pay and (2) a per diem rate for less than a week’s work. Thus, the CBA contemplated that teachers might choose to work for two weeks, as Ms. Sheehan did, or to work for one full week, less than a full week at a per-diem rate, or not at all beyond the required four weeks. In any given year, any of the teachers might have chosen any of these options and they might have chosen different options in different years. And depending on the choice that they made, the teachers received payment only for the days or week(s) that they chose to work.

The payments for Ms. Sheehan's extra time were not a part of her fixed salary. She received these additional payments only if she worked the extra time. The Collaborative could not know from year to year whether, who, or for how long any of the teachers might choose to work. *See O'Leary v. Contributory Ret. App. Bd.*, 490 Mass. 480, 484 (2022) ("The employer cannot predict year to year whether an eligible employee will opt to receive these . . . payments[.]"). Thus, the unpredictable and irregular nature of the extra work means that the payments for those two weeks were not regular compensation.

Relying on a 2011 memorandum from the Public Employee Retirement Administration Commission (PERAC), Ms. Sheehan argues that her payment for the two weeks was regular compensation. *PERAC Memorandum #33* (Nov. 23, 2011). However, the PERAC memorandum reinforces the idea that one of the "enduring characteristics" of regular compensation is its "predictability." In addition, the memorandum directs that "[t]he analysis of whether a payment is to be included in regular compensation must always begin with the question of whether such a payment could be classified as regular compensation." *Id.* As noted above, the payments for extra work were not predictable and do not fall within the definition of regular compensation.

In addition to analyzing a teacher's regular compensation under the usual rules, it is also important to determine whether Ms. Sheehan's extra summer work constituted "additional services." Along with a base salary that compensates for their core teaching duties, teachers' regular compensation also includes "salary payable under the terms of an annual contract for additional services[.]" G.L. c. 32, § 1. *Cf. Welsh v. Massachusetts Teachers' Ret. Sys.*, CR-22-402, 2023 WL 6037359, at *3 (Div. Admin. Law App. Sept. 8, 2023) ("'[C]ore' duties are those that generate 'base' compensation, whereas 'additional' services are those that generate 'non-base'

compensation.”). An MTRS regulation clarifies that for regular compensation to include “additional services,” the applicable CBA must include the additional services as well as the remuneration for those services, the additional services must be educational in nature, and the additional services must occur during the school year. 807 CMR 6.01-.02.

The work that Ms. Sheehan performed did not occur during the school year; it occurred outside of the 11 months that LABB required her to work. Therefore, the work that Ms. Sheehan performed fails to satisfy MTRS’ regulatory requirements for additional services. *See Putnam v. Massachusetts Teachers’ Ret. Sys.*, CR-21-0136, 2025 WL 2365542, at *3 (Div. Admin. Law App. Aug. 8, 2025) (“The CBA specifically sets out that the days at issue here are ‘beyond the regular member work year.’”).

Ms. Sheehan chose to work the extra two weeks with only the best of intentions; she was concerned about her students’ learning and overall well-being. However, the fact that she opted to take on the extra work, which was neither part of her core teaching duties nor qualified as additional services and which occurred outside of the school year, means that the payment for that work is not part of her regular compensation and should not be part of her retirement calculation.

Conclusion and Order

Based on the above analysis, the decision of the Board is hereby *affirmed*.

Dated: March 13, 2026

/s/ Judi Goldberg

Judi Goldberg

Administrative Magistrate

DIVISION OF ADMINISTRATIVE LAW APPEALS

14 Summer Street, 4th floor

Malden, MA 02148

Tel: (781) 397-4700

www.mass.gov/dala