

STATE CONSTITUTIONAL PROTECTIONS FOR PUBLIC SECTOR RETIREMENT BENEFITS

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State	Summary of State Law	Constitutional Provision
Alabama	<p>Benefits are contractually protected for vested employees who are eligible to retire. <i>Board of Trustees v. Cary</i>, 373 So.2d 841 (Ala. 1979) (pension benefits were vested for employees who had completed 20 years of service before the effective date of a statutory amendment, but were not vested for employees with less service); <i>Calvert v. Gadsden</i>, 454 So.2d 983 (Ala. 1984) (retirement benefits for members who had not yet served 20 years of service at time statute fixing retirement pay as last three years' rank had not yet vested and were not entitled to specific performance); <i>Snow v. Abernathy</i>, 331 So.2d 626 (Ala. 1976) (holding that where employee voluntarily elected to become member of the contributory retirement system, the relationship was contractual in nature giving rise to vested rights). All assets of retirement systems for public sector employees must be held for the exclusive benefit of providing for the retirement system, and no asset may be used for any other purpose. ALA. CONST., art. V, § 138.03.</p>	<p>ALA. CONST., art. I, § 22 ALA. CONST., art. V, § 138.03</p>
Alaska	<p>“Membership in employee retirement systems of the State or its political subdivisions shall constitute a contractual relationship. Accrued benefits of these systems shall not be diminished or impaired.” ALASKA CONST., art. XII, § 7. <i>State v. Retired Pub. Emples. of Alaska, Inc.</i>, 502 P.3d 422 (Alaska 2022) (article XII, section 7 of the Alaska Constitution protects the specific value of an accrued benefit, not just the general concept of having a benefit instead of nothing); <i>Hammond v. Hoffbeck</i>, 627 P.2d 1052 (Alaska 1981) (the vested benefits protected by ALASKA CONST., art. XII, § 7, necessarily include not only the dollar amount of the benefits payable, but the requirements for eligibility as well); <i>Metcalfe v. State</i>, 484 P.3d 93 (Alaska 2021) (an individual’s rights in the retirement system vest immediately upon the individual’s employment and enrollment in the system).</p>	<p>ALASKA CONST., art. XII, § 7</p>
Arizona	<p>“Membership in a public retirement system is a contractual relationship that is subject to article II, § 25. Public retirement system benefits shall not be diminished or impaired.” ARIZ. CONST., art. XXIX, § 1. “No bill of attainder, ex-post-facto law, or law impairing the obligation of a contract, shall ever be enacted.” ARIZ. CONST., art. II, § 25. <i>Lagerman v. Ariz. State Ret. Sys.</i>, 462 P.3d 1009 (2020) (require employees to submit a retirement application for receipt of retirement benefits or satisfying other requirements in order to elect a retirement date does not violate ARIZ. CONST., art. XXIX, § 1); <i>Cross v. Elected Officials Ret. Plan</i>, 325 P.3d 1001 (Ariz. Ct. App. 2014) (retirement benefits are part of the consideration for</p>	<p>ARIZ. CONST., art. XXIX, § 1 ARIZ. CONST., art. II, § 25</p>

	public employment and the right to a pension becomes vested upon acceptance of employment; however, this does not limit a plan's power to adjust a member's pension to a situation in which a factual error causes an incorrect calculation).	
Arkansas	No explicit constitutional protection for public pension benefits. Arkansas's Constitution prohibits laws impairing contractual obligations, and courts provide limited protection for contributory vested pension benefits. ARK. CONST., art. 2, § 17; <i>see Jones v. Cheney</i> , 489 S.W.2d 785 (Ark. 1973) (holding that vested pension benefits funded with employee contributions are protected from impairment under contract principles); <i>compare Robinson v. Taylor</i> , 29 S.W.3d 691 (Ark. 2000) (holding that noncontributory pension benefits are a mere gratuity).	ARK. CONST., art. 2, § 17 ARK. CONST., amend. 31, § 1
California	California courts hold that public pensions are contracts formed as of the employee's first day of employment. California's Constitution prohibits laws impairing contractual obligations and benefits are contractually protected. This approach has become known as the "California Rule" as California was one of the first states to take this stance, in contrast to the previous approach of treating pension benefits as gratuities. <i>Betts v. Bd. of Admin.</i> , 582 P.2d 614 (Cal. 1978) ("A public employee's pension constitutes an element of compensation, and a vested contractual right to pension benefits accrues upon acceptance of employment. Such a pension right may not be destroyed, once vested, without impairing a contractual obligation of the employing public entity."); <i>Alameda Cty. Deputy Sheriff's Ass'n v. Alameda Cty. Employees' Ret. Ass'n</i> , 470 P.3d 85 (Cal. 2020) (a public pension may be modified for the purpose of keeping the pension system flexible to permit adjustments in accord with changing conditions and maintaining the integrity of the system; if it is a permissible modification, the court must evaluate whether a modification imposes a disadvantage relative to the existing plan; if so, the disadvantage must be accompanied by comparable new advantages); <i>Hipsher v. L.A. Cty. Emps. Ret. Ass'n</i> , 58 Cal. App. 5th 671 (2nd Dist. Ct. App. 2020) (partial forfeiture of a retiree's vested pension benefits after a felony conviction did not impair contractual rights because a job-related felony was a condition subsequent). CAL. CONST., art. XVI, § 17 establishes the retirement board's plenary authority and fiduciary responsibility over public pension systems.	CAL. CONST., art. I, § 9 CAL. CONST., art. XVI § 17
Colorado	Courts have applied the state constitutional protection against impairment of contract in article 2, § 11 to protect vested pension benefits. When analyzing a Contracts Clause case, the court asks, (1) does a contractual relationship exist; (2) does a change in law impair that contractual relationship; and if so, (3) is the impairment substantial. If the answer to all	Colo. CONST., art. II, § 11

	three is affirmative, the law may still survive Contract Clause scrutiny if it is justified as “reasonable and necessary to serve an important public purpose.” Additionally, pension members have no contractual right to COLA adjustments because the legislature did not intend to bind itself to a COLA formula, as the formula could always be changed. <i>Justus v. State</i> , 336 P.3d 202 (Colo. 2014).	
Connecticut	No explicit constitutional protection for public pension benefits. Statutory protection exists for vested employees who satisfy eligibility requirements by becoming eligible to receive benefits. Courts have also recognized that the state’s statutory pension scheme establishes a property interest entitled to protection from arbitrary legislative action under the due process provisions of the state constitution. See <i>Pineman v. Oechslin</i> , 488 A.2d 803 (Conn. 1985). Municipal pensions are protected by Conn. Gen. Stat. § 7-148 which provides that the “rights or benefits granted to any individual under any municipal retirement or pension system shall not be diminished or eliminated.”	N/A
Delaware	Although there are no explicit state constitutional protections, under the U.S. Constitution, art. 1, § 10, Delaware courts recognize contractual rights for vested employees who have fulfilled retirement eligibility requirements. See <i>In re State Employees’ Pension Plan</i> , Del. Supr., 364 A.2d 1228 (Del. 1976); <i>State v. Calhoun</i> , 634 A.2d 335 (Del. 1993) (holding that although the State Employees’ Pension Plan is legislatively established, it is contractual in nature and, when vested, confers a constitutionally protected property right); but see <i>Petras v. State Bd. of Pension Trs.</i> , 464 A.2d 894 (Del. 1983) (pension rights may be changed at any time before they become vested). Article XV, § 4, of the Delaware Constitution also provides limited constitutional protection for elected or appointed public officers: “No law shall extend the term of any public officer or diminish the salary or emoluments after election or appointment.”	DEL. CONST., art. XV, § 4
District of Columbia	The District of Columbia, not being a state, does not have a constitution, and therefore no constitutional protections for public sector retirement benefits.	N/A
Florida	Article I, section 10 of the Florida Constitution provides that no law impairing the obligation of contracts shall be passed. This constitutional provision has been interpreted by the courts to protect vested pension benefits. Once an individual has attained eligibility for a retirement benefit, the benefit is afforded constitutional protection. Case law interprets impairment of contract protections in art. I, § 10 to only permit prospective adjustment to pension benefits. <i>Fla. Sheriff’s Ass’n v. Dep’t of Admin.</i> , 408 So. 2d 1033 (Fla. 1981); <i>Scott v. Williams</i> , 107 So. 3d 379 (Fla. 2013)	FLA. CONST., art. I, § 10 FLA. CONST., art. X, § 14

	(prospective changes are not limited to noncontributory plans); <i>State ex rel. Stringer v. Lee</i> , 2 So. 2d 127 (Fla. 1941); <i>O'Connell v. State Dept. of Admin.</i> , 557 So. 2d 609 (Fla. 3 rd Dist. Ct. App. 1990) (holding that benefits vested upon attainment of normal retirement eligibility). Additionally, FLA. CONST., art. X, § 14 mandates that any increase in retirement benefits must be funded on a sound actuarial basis. It should be noted that under FLA. CONST., art. II, § 8, “Any public officer or employee who is convicted of a felony involving a breach of public trust shall be subject to forfeiture of rights and privileges under a public retirement system or pension plan.”	
Georgia	Article I, section I, paragraph X of the Georgia Constitution prohibits the impairment of contracts. This constitutional provision has been interpreted by the courts to protect retirement benefits. <i>Swann v. Bd. of Trustees</i> , 360 S.E.2d 395 (Ga. 1987) (holding that where a statute establishes a retirement plan for government employees who contribute toward the benefits and performs services while the statute is in effect, the statute becomes part of the contract of employment so that an attempt to amend the statute violates the impairment clause of the state constitution); see also <i>Unified Gov't of Athens-Clarke Cty. v. McCrary</i> , 635 S.E.2d 150 (Ga. 2006) (under this rule, benefits may be constitutionally vested regardless of whether the rights of the employee have vested under the terms of the retirement plan). Georgia courts have recognized that a retirement plan for government employees becomes a part of an employee's contract of employment if the employee contributes at any time any amount toward the benefits, regardless of whether the employee vests under the plan. “[I]f the employee performs services during the effective dates of the legislation, the benefits are constitutionally vested, precluding their legislative repeal as to the employee, regardless of whether or not the employee would be able to retire on any basis under the plan.” <i>Withers v. Register</i> , 269 S.E.2d 431 (Ga. 1980). But see <i>City of Waycross v. Bennett</i> , 849 S.E.2d 33 (Ga. Ct. App. 2020) (the contract clause may not provide protection where a benefit is provided “separately and distinctly” from	GA. CONST., art. I, § I, ¶ X GA. CONST., art. III, § X, ¶ V
	retirement benefits, such as health benefits). Additionally, article III, section X, paragraph V of the Georgia Constitution mandates that the legislature define funding standards that will ensure actuarial soundness for retirement systems, and any bill amending a retirement system must comply with said funding standards.	
Hawai'i	“Membership in any employees' retirement system of the State or any political subdivision thereof shall be a contractual relationship, the accrued benefits of which shall not be diminished or impaired.” <i>Dannenberg v. State</i> , 383 P.3d 1177 (Haw. 2016) (a retired employee's health benefits	HAW. CONST., art. XVI, § 2

	<p>included in a retirement plan fall within the constitutional protection contemplated by HAW. CONST., art. XVI, § 2); <i>Kaho'ohanohano v. State</i>, 162 P.3d 696 (Haw. 2007) (the constitutional non-impairment clause in Hawai'i protects not only system member accrued benefits, but also as a necessary implication, protects the sources for those benefits, whether by way of continuing contributions by employees, employers, or the reserve funds required to be maintained under the retirement plan).</p>	
Idaho	<p>No explicit constitutional protection for public pension benefits, but courts recognize contractual protection for public pensions. “The rights of the employees in pension plans such as Idaho’s Retirement Fund Act are vested, subject only to reasonable modification for the purpose of keeping the pension system flexible and maintaining its integrity. Since the employee’s rights are vested, the pension plan cannot be deemed to provide gratuities. Instead, it must be considered compensatory in nature.” <i>Hanson v. Idaho Falls</i>, 446 P.2d 634 (Idaho 1968); <i>Nash v. Boise City Fire Dep’t</i>, 663 P.2d 1105 (Idaho 1983).</p>	IDAHO CONST., art. I, § 16
Illinois	<p>Article XIII, section 5 of the Illinois Constitution states that “Membership in any pension or retirement system of the State, any unit of local government or school district, or any agency or instrumentality thereof, shall be an enforceable contractual relationship, the benefits of which shall not be diminished or impaired.” Additionally, ILL. CONST., art. I, § 16 provides that no law shall impair contract obligations. <i>Di Falco v. Bd. of Trs.</i>, 521 N.E.2d 923 (Ill. 1988) (holding that a contractual relationship is governed by terms of pension code at the time the employee becomes a member of the retirement system); <i>People ex rel. Skłodowski v. State</i>, 695 N.E.2d 374 (Ill. 1998) (holding that an underfunding claim alleging failure to make required contributions was not actionable since state constitutional provision was intended to create contractual right to benefits, without freezing politically sensitive area of pension financing); <i>Arlington Heights Police Pension Fund v. Pritzker</i>, 238 N.E.3d 1099 (2024) (holding that voting rights and investment control are not constitutionally protected pension benefits under the pension protection clause); ILL. CONST., art. XIII, § 5 only protects benefits that affect the value of the pension payments, which includes subsidized health care, disability and life insurance coverage, and eligibility to receive a retirement annuity and survivor benefit citations, along with the right to purchase optional service credit); <i>Matthews v. Chi. Transit Auth.</i>, 51 N.E.3d 753 (Ill. 2016) (the adoption of the pension protection clause put mandatory pension plans on par with optional plans). Additionally, although the Contract Clause’s bar on impairment is not absolute when concerning the state’s police powers, legislation reducing pension benefits to state employees is not defensible as</p>	<p>ILL. CONST., art. XIII, § 5 ILL. CONST., art. I, § 16</p>

The Value of Pensions

	a reason to exercise the state's police powers. <i>Heaton v. Quinn (In re Pension Reform Litig.)</i> , 32 N.E.3d 1 (Ill. 2015).	
Indiana	No explicit constitution protection for public pension benefits. Although the Indiana Constitution bars impairment of contracts, courts treat compulsory and noncontributory pensions as a mere gratuity. An employee has no entitlement to vested rights until all eligibility requirements are satisfied. See <i>Haverstock v. State Pub. Emps. Ret. Fund</i> , 490 N.E.2d 357 (Ind. Ct. App. 1986) ("In order for a right to vest or a liability to be incurred it must be immediate, absolute, complete, unconditional, perfect within itself and not dependent upon a contingency. Moreover, it is well settled a mere expectancy of a future benefit, or a contingent interest in property founded on anticipated continuance of existing laws, does not constitute a vested right.").	IND. CONST., art. 1, § 24
Iowa	No explicit constitutional protection for public pension benefits, but the Iowa Constitution prohibits impairing contract obligations. However, public pension benefits in Iowa are not vested property or contract rights. <i>Valde v. Emp't Appeal Bd.</i> , 908 N.W.2d 882 (Iowa Ct. App. 2017) (holding that public pension benefits are not property or contract rights).	IOWA CONST., art. I, § 21
Kansas	No explicit constitutional protection for public pension benefits, but courts provide limited protection for vested pension rights. "A public employee, who over a period of years contributes a portion of his or her salary to a retirement fund created by legislative enactment, who has membership in the plan, and who performs substantial services for the employer, acquires a right or interest in the plan which cannot be whisked away by the stroke of the legislative or executive pen, whether the employee's contribution is voluntary or mandatory." <i>Singer v. City of Topeka</i> , 607 P.2d 467 (Kan. 1980) (holding that a statute that increased mandatory contributions violated U.S. Const., art. I, § 10); <i>KPERS v. Reimer & Koger Assocs.</i> , 941 P.2d 1321 (Kan. 1997) (the State of Kansas has an unequivocal constitutional, statutory, and contractual obligation to ensure that KPERS is sufficiently funded). Although Kansas's Constitution does not bar laws impairing contractual obligations, the Kansas Supreme Court has held a unilateral, retroactive, and substantial change in retirement benefits by a governmental employer to the detriment of employees violates the Contracts Clause of the U.S. Constitution. <i>Brazelton v. KPERS</i> , 607 P.2d 510 (Kan. 1980).	N/A
Kentucky	Section 19 of the Kentucky Constitution provides partial protection against impairment of contract, and Kentucky case law interprets retirement benefits are protected as contractual rights. <i>Jones v. Bd. of Trs.</i> , 910 S.W.2d 710 (Ky. 1995) (recognizing inviolable contract between KERS members and state).	Ky. CONST., § 19

Louisiana	The Louisiana Constitution explicitly protects public pension benefits as contractual rights. "Membership in any retirement system of the state or of a political subdivision thereof shall be a contractual relationship between employee and employer, and the state shall guarantee benefits payable to a member of a state retirement system or retiree or to his lawful beneficiary upon his death. . . . The accrued benefits of members of any state or statewide public retirement system shall not be diminished or impaired." LA. CONST., art. X, § 29(B) and (E)(5). <i>Smith v. Bd. of Trs. of La. State Emples. Ret. Sys.</i> , 851 So. 2d 1100 (La. 2003) (holding that when a statute affecting retirement benefits was changed prior to the time plaintiffs fulfilled the 12-month waiting period or were reemployed for 36 months, no accrued or vested rights were impaired). Additionally, LA. CONST., art. X, § 29(E) requires that state retirement systems attain and maintain actuarial soundness and that the legislature establish the method of actuarial valuation. Statutes dealing with optional retirement plans such as La. R.S. §§ 11:929 and 11:502.5 explicitly state participants of programs under these statutes waive their rights set forth in LA. CONST., art. X, § 29(A) and (B). LA. CONST., art. X, §29(G) provides that the legislature may provide for the forfeiture of retirement benefits of a public official who is convicted of a felony associated with and committed during their service in such public office.	LA. CONST., art. X, § 29
Maine	Maine courts have yet to address the exact protections for public pension benefits. Nevertheless, the courts recognize an employee's legitimate retirement expectations and will likely weigh those expectations against the government's justifications for an amendment. Article I, § 11 of the Maine Constitution prohibits laws impairing the obligation of contracts, however, the Maine Supreme Court declined to hold retirement benefits for public employees are protected under contractual rights. <i>Spiller v. State</i> , 627 A.2d 513 (Me. 1993) (declining to imply contractual rights where no intent is expressed in statutory language, but recognizing that state employees have "legitimate retirement expectations" entitling them to due process); <i>Soucy v. Bd. of Trs.</i> , 456 A.2d 1279 (Me. 1983) (declining to address constitutional issues and holding that insubstantial changes in amount of retirement benefits did not impair retired police officers state or federal constitutional rights); Me. Op. Atty. Gen. No. 91-6 (reasoning that Maine courts are likely to use a case-by-case approach weighing the particular alteration of the state employee's pension rights against the asserted governmental objective). Additionally, Maine Constitution, art. IX, § 18 restricts funds contributed to the retirement system to the exclusive purpose of providing retirement benefits.	ME. CONST., art. I, § 11 ME. CONST., art. IX, § 18

Maryland	No explicit constitutional protection for public pension benefits, but courts provide protection against impairment of contract rights. However, the Maryland Constitution does not have a contracts clause. See <i>Davis v. Mayor of Annapolis</i> , 635 A.2d 36 (Md. App. 1994) (recognizing that MD follows majority view that pension benefits are contractual, but “under certain circumstances the government may unilaterally modify them so long as the changes do not adversely alter the benefits, or if the benefits are adversely altered, they are replaced with comparable benefits”); <i>Frederick v. Quinn</i> , 371 A.2d 724 (Md. App. 1977); <i>Cherry v. Mayor of Balt.</i> , 257 A.3d 1087 (Md. 2021) (“a government-employer is permitted to make reasonable prospective modifications to its pension plan, subject to a determination as to whether the change was either necessary or reasonable when substituted”) (internal citation omitted).	N/A
Massachusetts	No explicit constitutional protection for public pension benefits, but Mass. Laws ch. 32, § 25(5) recognizes membership in a retirement system is a contractual relationship. However, courts have interpreted this provision to be “something less than a full contractual relationship, but one that protects the ‘core’ of a member’s ‘reasonable expectations’ of ‘vested pension rights.’” <i>State Bd. of Ret. v. Woodward</i> , 847 N.E.2d 298, at 305 (Mass. 2006) (quoting <i>Opinion of the Justices</i> , 303 N.E.2d 320 (Mass. 1973) (holding that the government may not deprive members of the “core of . . . reasonable expectations” that they had when they entered the retirement system)); <i>Pub. Emp. Ret. Admin. Comm'n v. Bettencourt</i> , 47 N.E.3d 667, at 675 (Mass. 2016) (affirming <i>Opinion of the Justices</i> is still good law).	N/A
Michigan	Michigan Constitution article IX, section 24 explicitly provides that pension benefits are contractually protected. “The accrued financial benefits of each pension plan and retirement system of the state and its political subdivisions shall be a contractual obligation thereof which shall not be diminished or impaired thereby.” MICH. CONST., art. IX, § 24. <i>Murphy v. Wayne Cty. Emps. Ret. Bd. of Trs.</i> , 192 N.W.2d 568 (Mich. Dist. Ct. App. 1971) (any retroactive application of laws that would reduce vested pension rights violates MICH. CONST., art. IX, § 24); <i>In re Request for Advisory Op. Regarding Constitutionality of 2011 PA 38</i> , 806 N.W.2d 683 (Mich. 2011) (reducing or eliminating a statutory tax exemption for public-pension incomes does not impair accrued financial benefits of a pension plan under MICH. CONST., art. IX, § 24); <i>Tyler v. Livonia Pub. Schs.</i> , 590 N.W.2d 560 (Mich. 1999) (clarifying that MICH. CONST., art. IX, § 24 does not apply to other benefits such as worker’s compensation).	MICH. CONST., art. IX, § 24
Minnesota	No explicit constitutional protection for public pension benefits, but Minnesota Constitution, article I, section 11 prohibits the impairment of contracts	MINN. CONST., art. I, § 11

	<p>and courts apply promissory estoppel and contract theories to protect reasonable pension expectations. <i>Hous. & Redevelopment Auth. v. Norman</i>, 696 N.W.2d 329 (Minn. 2005) (public employer's promise in CBA to pay retiree healthcare premiums was enforceable on contract grounds; these rights vested upon retirement); <i>Law Enf't Labor Servs., Inc. v. Cnty. of Mower</i>, 483 N.W.2d 696 (Minn. 1992) (holding that upon retirement in reliance on the county's promise of pension benefits a retiree's right is vested for the life of the retiree and cannot be altered absent the retiree's express consent); <i>Christensen v. Minneapolis Mun. Emps. Retirement Bd.</i>, 331 N.W.2d 740 (Minn. 1983) (holding that promissory estoppel precludes arbitrary changes to retirement plan but recognizing that public interest in modifying pension plan needs to be considered). Courts also provide limited protection against contract impairment based on MINN. CONST., art. 1, § 11.</p>	
Mississippi	<p>No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights. Article 3, § 16 of the Mississippi Constitution prohibits laws impairing the obligation of contracts. Article 14 § 272A mandates that the assets and income of the Public Employees' Retirement System of Mississippi and the Mississippi Highway Safety Patrol Retirement System be held in trust exclusively for providing retirement benefits and related expenses. Note that article 15, § 273 prevents the use of the initiative process to amend or repeal the state retirement system. <i>Pub. Employees' Ret. Sys. v. Porter</i>, 763 So.2d 845 (Miss. 2000) (holding that statute mandating that pre-retirement death benefits go to surviving spouse rather than named beneficiary, was an impairment of contract in violation of the U.S. and Mississippi Constitutions).</p>	<p>Miss. CONST., art. 3, § 16 Miss. CONST., art. 15, § 273</p>
Missouri	<p>Courts provide protection based on impairment of contract principles to the extent that the vested rights are set forth in the controlling statute in effect at the time of vesting which became a part of the contract of employment. Missouri CONST., art. I, § 13 prohibits the impairing of contracts. <i>FOP Lodge 2 v. City of St. Joseph</i>, 8 S.W.3d 257 (Mo. Ct. App. 1999) (recognizing that</p>	<p>Mo. CONST., art. I, § 13 Mo. CONST., art. VI, § 25</p>
	<p>governmental employees have no property rights in a pension fund except to the extent explicitly provided by statute). <i>State ex rel. Breshears v. Mo. State Employees' Ret. Sys.</i>, 362 S.W.2d 571 (Mo. 1962) (holding an amendment that prospectively increased currently retired members' benefits by increasing current employees' payments constituted an impairment of contract in violation of MO. CONST., art. 1, § 13). <i>State ex rel. Phillip v. Pub. Sch. Ret. Sys.</i>, 262 S.W.2d 569 (Mo. 1953) (holding that the establishment of a retirement system constitutes a statutory offer of benefits, which becomes a binding contract upon the employee's acceptance and</p>	

	compliance with statutory conditions). Missouri Constitution, art. VI, § 25 authorizes local governmental bodies to establish pension systems and allows for cost-of-living increases. Missouri Constitution, art. IV, § 33 protects the retirement benefits of employees transferred pursuant to Mo. CONST., art. IV.	
Montana	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles, protected by article II, § 31 of the Montana Constitution. <i>W. Energy Co. v. Genie Land Co.</i> , 737 P.2d 478 (Mont. 1987) (articulating Montana's three-part test for whether legislation violates the Montana Constitution's Contract Clause). <i>Gulbrandson v. Carey</i> , 901 P.2d 573 (Mont. 1995) (recognizing that terms of a pension contract are determined by the statutes in effect at the time of retirement). <i>Clarke v. Ireland</i> , 199 P.2d 965, (Mont. 1948) (holding that the requirement that interest be paid to a pension accumulation fund, instead of to a teacher, on her withdrawal of her accumulated contributions for other purposes than retirement violated the Montana Constitution's Contract Clause). Montana Constitution, article VIII, § 15 requires public retirement systems "be funded on an actuarially sound basis. Public retirement system assets, including income and actuarially required contributions, shall not be encumbered, diverted, reduced, or terminated and shall be held in trust to provide benefits to participants and their beneficiaries." MONT. CONST., art. VIII, § 15 states, "[i]nvestment of public retirement system assets shall be managed in a fiduciary capacity."	MONT. CONST., art. II, § 31 MONT. CONST., art. VIII, § 15
Nebraska	"Nothing in this section shall prevent local governing bodies from reviewing and adjusting vested pension benefits periodically as prescribed by ordinance." NEB. CONST., art. III, § 19. <i>Gossman v. State Emps. Ret. Sys.</i> , 129 N.W.2d 97 (Neb. 1964) (that retirement benefits are compensation currently earned, with payment deferred to a later date, and are not considered extra compensation prohibited by the NE. CONST., art. III, § 19). Nebraska Constitution bars impairment of contracts. NEB. CONST., art. I, § 16. <i>Calabro v. City of Omaha</i> , 531 N.W.2d 541 (Neb. 1995) (holding that	NEB. CONST., art. III, § 19 NEB. CONST., art. I, § 16
	constitutionally protected contract rights vested upon acceptance of employment, and that elimination of plan violated contract clause in article I, § 10 of U.S. Constitution). <i>Bauers v. City of Lincoln</i> , 255 Neb. 572, 580 (Neb. 1998) (holding that a "public employee's constitutionally protected right to his or her pension as an incident of employment vests upon the employee's acceptance and commencement of employment).	
Navada	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. NEV. CONST., art. I, § 15. <i>Allen v. State</i> , 676 P.2d 792 (Nev. 1984) (holding that	NEV. CONST., art. I, § 15 NEV. CONST., art. IX, § 2

The Whole Story on Pensions

	<p>a statute that increased benefits for retirees going forward, while not reducing benefits for current retirees did not violate the Contract Clause of the Nevada Constitution). The Nevada courts distinguish between “limited” and “absolute” vesting rights. When all retirement conditions are satisfied retirement benefits are deemed to ripen into a full contractual obligation. <i>Pub. Employees’ Ret. Bd. v. Washoe Cty.</i>, 96 Nev. 718 (Nev. 1980) (recognizing employees acquire a limited vested right by rendering services and making contributions but are subject to reasonable modification to keep the system flexible to meet changing conditions and to maintain the actuarial soundness of the system). <i>Nicholas v. State</i>, 992 P.2d 262 (Nev. 2000) (recognizing that pension rights become absolutely vested upon retirement at which time pension benefits are constitutionally protected against impairment). The Nevada Constitution, art. IX, § 2 mandates that funds allocated for the public employees’ retirement system must never be used for any other purposes other than their intended purpose.</p>	
New Hampshire	<p>No explicit constitutional protection for public pension benefits. However, the New Hampshire Constitution bars retrospective laws which the New Hampshire Supreme Court has interpreted as offering equivalent protections based on impairment of contract principles. <i>AFT— N.H. v. State</i>, 111 A.3d 63 (N.H. 2015) (holding that although pt. first, art. 23 does not expressly reference existing contracts, its proscription duplicates the protections found in the contract clause of the U.S. Constitution). <i>Pro'l Fire Fighters of N.H. v. State of N.H.</i>, 107 A.3d 1229 (N.H. 2014) (holding that because there was no indication that the legislature in establishing the state retirement system unmistakably intended to bind itself from prospectively changing the rate of member contributions, changes in prospective contributions did not violate the Contract Clauses of the state and federal constitutions); <i>McKenzie v. City of Berlin</i>, 767 A.2d 396 (N.H. 2000) (holding that city was not permitted to force city employees into city retirement plan after employees were enrolled in state retirement plan); <i>State Employees’ Ass’n v. Belknap County</i>, 448 A.2d 969 (N.H. 1982) (implying waiver of sovereign immunity because legislature gave employees vested right to pension and must provide an appropriate remedy to enforce this right); <i>Gilman v. Cnty. Of Cheshire</i>, 493 A.2d 485 (N.H. 1985) (recognizing that benefits are an integral part of compensation and become vested at the time one becomes a permanent state employee). Additionally, N.H. CONST., pt. first, art. 36-a requires that the assets and proceeds of the New Hampshire retirement system be held in trust for the exclusive purpose of providing retirement benefits.</p>	<p>N.H. CONST., pt. first, art. 23 N.H. CONST., pt. first, art. 36-a</p>

New Jersey	<p>The New Jersey Constitution prohibits the passing of laws that impair the obligations of contracts. However, under contract principles New Jersey treats public pensions as quasi-contractual rights rooted in statute, and not as property rights; but the courts acknowledge public employees' pension benefits are protected property rights under procedural due process. See <i>State v. Anderson</i>, 256 A.3d 981 (N.J. 2021) (holding that public pension rights are quasi-contractual and not property rights); <i>State v. Zache</i>, No. A-5118-18T1, 2020 N.J. Super. Unpub. LEXIS 2304 (Super. Ct. App. Div. 2020) (that public employees have a protected property interest in their pension benefits); <i>Spina v. Consolidated Police & Firemen's Pension Fund Comm'n</i>, 197 A.2d 169 (1964) (holding that pension benefits were not a gratuity but declined to find contractual rights because the retirement fund, to be a contract, must guarantee the solvency; "We think it more accurate to acknowledge the inadequacy of the contractual concept"); <i>Burgos v. State</i>, 118 A.3d 270 (N.J. 2015) (holding that a statute when referring to the required schedule of recurring payments of the State's annual required contribution to the state public pension systems, does not create an enforceable long-term financial contract that can coexist with the limitations of the Debt Limitation and Appropriations Clauses of the New Jersey Constitution). Additionally, N.J. CONST., art. VIII, § 2, ¶ 8 prohibits the diversion of pension funds for purposes other than providing and administering benefits to employees and their dependents.</p>	<p>N.J. CONST., art. IV, § 7, ¶ 3 N.J. CONST., art. VIII, § 2, ¶ 8</p>
New Mexico	<p>Article XX, Section 22(D) of the New Mexico Constitution recognizes that public pensions give rise to vested property rights, protected by due process. Article XX, Section 22(D) provides that "Upon meeting the minimum service requirements of an applicable retirement plan created by law for employees of the state . . . , a member of a plan shall acquire a vested property right with due process protections under the applicable provisions of the New Mexico and United States constitutions." <i>Pierce v. State</i>, 910 P.2d 288 (N.M. 1995) (determining that state retirement statutes created vested property rights, but not contract rights; "We decline to join those states that find a contractual relationship where one does not clearly and unambiguously exist and that proceed to justify how the legislature may nonetheless unilaterally modify this contract without the consent of the participants."); <i>Whitely v. N.M. State Pers. Bd.</i>, 850 P.2d 1011 (N.M. 1993) (determining that public employees did not have contractual right to prevent legislative change in the rate of annual leave accrual as an unconstitutional impairment of contract); <i>Bartlett v. Cameron</i>, 316 P.3d 889 (N.M. 2013) (holding that cost-of-living adjustments are not protected by art. XX, §</p>	<p>N.M. CONST., art. XX, § 22</p>

	22(D) because any future COLA was merely a year-to-year expectation that, until paid, did not create a property right under the Constitution).	
New York	"After July first, nineteen hundred forty, membership in any pension or retirement system of the state or of a civil division thereof shall be a contractual relationship, the benefits of which shall not be diminished or impaired." N.Y. CONST., art. V, § 7. <i>Lippman v. Bd. of Educ.</i> , 487 N.E.2d 897 (N.Y. 1985) (holding that health insurance benefits are not within the protection of N.Y. CONST., art. V, § 7, and on the facts of the case there was no contract, express or implied, by the board of education not to reduce its contribution to payment of health insurance premiums of retired employees and their dependents).	N.Y. CONST., art. V, § 7
North Carolina	No explicit constitutional protection for public pension benefits, but courts interpret retirement benefits as a contractual right and the North Carolina Constitution's "law of the land" clause is interpreted to protect vested contractual rights. <i>Wiggs v. Edgecombe Cnty.</i> , 632 S.E.2d 249 (N.C. Ct. App. 2006) (members have a contractual right to rely on the terms of the retirement plan if the terms existed at the moment their retirement rights became vested); <i>Simpson v. N.C. Local Gov't Employees' Retirement Sys.</i> , 363 S.E.2d 90 (N.C. Ct. App. 1987), <i>aff'd per curiam</i> , 372 S.E.2d 559 (N.C. 1988) (holding that an employee had a "contractual right to rely on the terms of the retirement plan as these terms existed at the moment their retirement rights became vested); <i>Lake v. State Health Plan for Teachers & State Emps.</i> , 869 S.E.2d 292 (N.C. 2022) (holding "that the Retirees who satisfied the eligibility requirements existing at the time they were hired obtained a vested right in remaining eligible to enroll in a noncontributory health insurance plan for life"). Article I, section 19 of the North Carolina Constitution is known as the "law of the land clause" and provides that "no person shall be . . . dispossessed of his freehold, liberties, or privileges, or . . . deprived of his . . . property, but by the law of the land." N.C. CONST., art. I, § 19. The North Carolina Constitution, article V, § 6 prohibits the use of public pension funds for "any purpose other than retirement system benefits and purposes, administrative expenses, and refunds"	N.C. CONST., art. I, § 19 N.C. CONST., art. V, § 6
North Dakota	No explicit constitutional protection for public pension benefits, but courts interpret pension benefits as contractual rights and the North Dakota constitution prohibits impairing contracts. <i>Payne v. Bd. of Trs. of the Teachers' Ins. & Ret. Fund</i> , 35 N.W.2d 553 (N.D. 1948) (recognizing that public pension plan is not a gratuity and rather gives rise to binding contractual rights and obligations upon satisfaction of all conditions); <i>Quam v. City of Fargo</i> , 43 N.W.2d 292 (N.D. 1950) (same); <i>Le Pire v. Workmen's Comp. Bureau</i> , 111 N.W.2d 355 (N.D. 1961) (holding that an employee has	N.D. CONST., art. I, § 18 N.D. CONST., art. X, § 12

	no vested fights in a pension when he neither served the time required to entitle him to a pension nor reached the retirement age). Article X, § 12 requires that the treasurer pays out funds to beneficiaries of the teachers' retirement fund as required by law.	
Ohio	No explicit constitutional protection for public pension benefits. The Ohio Constitution, art. II, § 28 prohibits passing laws that impair contract obligations. <i>State ex rel. Horvath v. State Teachers Ret. Bd.</i> , 697 N.E.2d 644 (Ohio 1998) (public school teachers do not possess contract rights in any retirement benefit unless and until benefit vests by operation of applicable statute). <i>State ex rel. Hanrahan v. Zupnik</i> , 117 N.E.2d 689 (Ohio 1954) (holding that a retiree acquires a vested right to the installment of a pension when the installment becomes due); see <i>Demoss v. Vill. of Silver Lake</i> , 2019-Ohio-3165 (Ct. App.) (see P3 for a history of the vesting status of retirement benefits).	OHIO CONST., art. II, § 28
Oklahoma	No explicit constitutional provision protecting pension benefits, but article 2, § 15 prohibits impairing the obligations of contracts. <i>Taylor v. State Educ. Empls. Group Ins. Program</i> , 897 P.2d 275 (Okla. 1995) (holding that public employees' pension rights are contractually based, and the legislature may modify them only if the modification is necessary, reasonable, and do not impair the actuarial soundness of the fund and any disadvantages are offset by new advantages). Article 23, § 12 provides that public retirement system assets must be held in trust for the exclusive purpose of providing for benefits, refunds, investment management, and administrative expenses of the retirement system. Article 5, § 62 provides that payments from public school employees must be made in conformity to equality and uniformity within the same classifications according to duration of service.	OKLA. CONST., art. 2, § 15 OKLA. CONST., art. 23, § 12 OKLA. CONST., art. 5, § 62
Oregon	No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on impairment of contract principles. <i>James v. State</i> , 471 P.3d 93 (Or. 2020) (holding that amendments to PERS do not violate the state Contract Clause as long as they do not retrospectively decrease benefits attributable to work already performed); <i>Meister v. Pub. Empls. Ret. Bd.</i> , 558 P.3d 389 (Or. 2024) (holding that the "PERS contract is formed when the employee accepts the offer. An employee accepts the offer by providing the services that his or her employer sought, resulting in a unilateral contract. And, because the employee accepts the offer through performance, a member's acceptance reaches only as far as the work that the member has performed."); <i>Strunk v. Pub. Empls. Ret. Bd.</i> , 108 P.3d 1058 (Or. 2005) (holding that suspension of COLA benefits breached obligation of contract under OR. CONST., art I, § 21); <i>Moro v. State</i> , 351 P.3d 1 (Or. 2015) (holding that tax	OR. CONST., art. I, § 21

	offsets provided by former law were not a term of the statutory PERS unilateral contract, and that cost of living adjustment terms are contractual PERS terms and can be changed only prospectively).	
Pennsylvania	No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on impairment of contract principles. <i>Geary v. Ret. Bd. of Allegheny Cnty.</i> , 231 A.2d 743 (Pa. 1967) (holding that an employee who has met all conditions for retirement benefits cannot be adversely affected by subsequent legislation that changes the terms of the retirement contract; however, an employee who has not met all conditions for retirement benefits may be subject to legislation that changes the retirement contract only if the change is a reasonable enhancement to the fund's actuarial soundness); <i>Ass'n of Pa. State Coll. & Univ. Faculties v. State Sys. of Higher Educ.</i> , 479 A.2d 962 (Pa. 1984) (unilateral modifications in the retirement system may not be adverse to a member who has met retirement eligibility requirements); <i>Newport Twp. v. Margalis</i> , 532 A.2d 1263 (Pa. Commw. Ct. 1987) (holding that public employee retirement benefits are part of a contractual agreement between the public employer and the employee). Article III, § 26 allows for the legislature to authorize an increase of retirement allowances after the termination of the services from that member.	PA. CONST., art. I, § 17 PA. CONST., art. III, § 26
Rhode Island	No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on impairment of contract principles. <i>Nonnenmacher v. City of Warwick</i> , 722 A.2d 1199 (R.I. 1999) (indicating that vested contractual rights might not be violated where the impairment caused by a change in benefits is "not substantial"); <i>Hebert v. City of Woonsocket</i> , 213 A.3d 1065, 1078 (R.I. 2019) (holding that pension benefits vest once an employee "honorably and faithfully" meets the applicable statutory requirements); <i>R.I. Pub. Emples. Retiree Coal. v. Raimondo</i> , No. PC 2015-1468, 2015 R.I. Super. LEXIS 70 (Super. Ct. 2015) (holding that a statute may still "pass constitutional muster under contract clause analysis so long as it is reasonable and necessary to carry out a legitimate public purpose"); <i>Andrews v. Lombardi</i> , 231 A.3d 1108 (R.I. 2020) (holding that public employees have a constitutionally protected property interest in COLAs).	R.I. CONST. art. I, § 12
South Carolina	No explicit constitutional protection for public pension benefits, but the South Carolina Constitution prohibits impairment of contracts and courts apply these protections if the pension statute expressly creates a binding agreement. <i>Layman v. State</i> , 630 S.E.2d 265 (S.C. 2006) (holding that absent clear statutory language indicating an intent by the legislature to bind itself contractually, a statute does not create a contract). Various	S.C. CONST., art. I, § 4 S.C. CONST., art. X, § 16 S.C. CONST., art. X, § 11

	provisions of article X, § 16 seek to preserve the actuarial soundness of state retirement funds. <i>O'Brien v. S.C. Orbit</i> , 668 S.E.2d 396 (S.C. 2008) (holding that although art. X, § 16 allows state-operated retirement systems to invest in equity securities, art. X, § 11 prohibits municipality-operated retirement systems from investing in equity securities); <i>Wehle v. S.C. Ret. Sys.</i> , 611 S.E.2d 240 (S.C. 2005) (holding that a law requiring adding 45 days sick leave to retirement benefit calculation did not violate the actuarial soundness requirements of art. X, § 16).	
South Dakota	No explicit constitutional protection for public pension benefits, but the South Dakota Constitution prohibits impairment of contracts and courts apply these protections to public pensions. <i>Tait v. Freeman</i> , 57 N.W.2d 520 (S.D. 1953) (recognizing that the state's statutory retirement system was contractual in nature; a member who has not met the requirements for retirement only has inchoate rights which the legislature may cancel or revoke, even when the member has contributed to the fund for 30 years); 1980 S.D. Op. Atty. Gen. 209 (indicating that accrued benefits are protected from impairment); <i>Divich v. Divich</i> , 665 N.W.2d 109 (S.D. 2003) (holding that a retirement plan is a property right); <i>but see Buchholz v. Storsve</i> , 740 N.W.2d 107 (S.D. 2007) (holding that the retroactive application of a law removing decedent's ex-wife as beneficiary of decedent's retirement benefits did not violate the Contract Clause, since she, as a beneficiary, only had an expectation interest rather than vested interest).	S.D. CONST., art. VI, § 12
Tennessee	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles, holding that changes can be made to a retirement plan as long as the changes do not impair vested rights. <i>Miles v. Tenn. Consol. Ret. Sys.</i> , 548 S.W.2d 299 (Tenn. 1976) (holding that retirement benefits are protected as a contractual relationship); <i>Blackwell v. Quarterly Cnty. Court</i> , 622 S.W.2d 535 (Tenn. 1981) (holding that public pension benefits may be adjusted when necessary to protect or enhance the actuarial soundness of the plan, provided that no such modification can adversely affect an employee who	TENN. CONST., art. I, § 20

	amounted to welfare benefits that did not automatically vest and could be altered or terminated by county at any time).	
Texas	<p>Article XVI, § 66(d) of the Texas Constitution protects against impairment or reduction of accrued pension benefits, stating, “(d) . . . a change in service or disability retirement benefits or death benefits of a retirement system may not reduce or otherwise impair benefits accrued by a person if the person: (1) could have terminated employment or has terminated employment before the effective date of the change; and (2) would have been eligible for those benefits, without accumulating additional service under the retirement system, on any date on or after the effective date of the change had the change not occurred. (e) Benefits granted to a retiree or other annuitant before the effective date of this section and in effect on that date may not be reduced or otherwise impaired. (f) The political subdivision or subdivisions and the retirement system that finance benefits under the retirement system are jointly responsible for ensuring that benefits under this section are not reduced or otherwise impaired.” Note that state constitutional protection contains opt out for local government by referendum. Article XVI, § 67 states that the retirement system assets must be “held in trust for the benefit of members and may not be diverted,” and that the financing of benefits must be based on sound actuarial principles. <i>Degan v. Bd. of Trs. of the Dall. Police & Fire Pension Sys.</i>, 594 S.W.3d 309 (Tex. 2020) (holding that the art. XVI, § 66 prohibition on reduction or impairment of benefits is interpreted as protecting the pensioner’s vested annuity payments; also noting that the Texas legislature rejected a contractual approach to protecting retirement benefits); <i>Eddington v. Dall. Police & Fire Pension Sys.</i>, 589 S.W.3d 799 (Tex. 2019) (The term “benefits” as used in art. XVI, § 66 refers to payments and does not encompass the formula by which those payments are calculated); <i>Dall. Police Retired Officers Ass’n v. Dall. Police & Fire Pension Sys.</i>, No. 05-22-00644-CV, 2023 Tex. App. LEXIS 8516 (Tex. App. 2023) (holding that prospective changes to pension plans do not violate art. XVI, § 66 because it only impacts benefits not yet accrued as they were for future service not yet rendered).</p>	TEX. CONST., art. XVI, § 66 TEX. CONST., art. XVI, § 67
Utah	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. <i>Driggs v. Utah Teachers Ret. Bd.</i> , 142 P.2d 657 (Utah 1943) (holding that when a retired employee had made the requisite contributions and had satisfied all conditions precedent to his benefits, then the employee had a “vested right” in his retirement benefits as provided by the statute at the time of his retirement and a subsequent amendment could not reduce the amount of benefits to which the employee was entitled). <i>Johnson v. Utah State</i>	UTAH CONST., art. I, § 18

	<i>Retirement Bd.</i> , 770 P.2d 93 (Utah 1988) (recognizing that vested rights established a contractual relation which cannot be impaired); <i>Newcomb v. Ogden City Pub. Sch. Teachers' Ret. Comm'n</i> , 243 P.2d 941, 948 (Utah 1952) (holding that "the Legislature may not provide for the termination of a retirement system unless a substantial substitute is provided").	
Vermont	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles and the U.S. Constitution, as the Vermont Constitution lacks a contracts clause. <i>Burlington Fire Fighters' Ass'n v. Burlington</i> , 543 A.2d 686 (Vt. 1988) (upholding pension amendment requiring retroactive contributions in exchange for increased benefits was not an impairment of contract in violation of the U.S. Constitution's Contract Clause, but recognizing that where an employee makes mandatory contributions to a pension plan, that pension plan becomes part of the employment contract as a form of deferred compensation, the right to which is vested upon the employee making a contribution to the pension plan).	N/A
Virginia	No explicit constitutional protection for public pension benefits, but courts provide limited protection based on impairment of contract principles for fully vested employees who performed all employee obligations. <i>Pitts v. Richmond</i> , 366 S.E.2d 56 (Va. 1988) (holding that inchoate rights to retirement benefits do not vest until a member qualifies for retirement). The Virginia Constitution also requires retirement system funds be kept separate and used solely in the interests of the members and beneficiaries.	VA. CONST., art. I, § 11 VA. CONST., art. X, § 11
Washington	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. <i>Bakenhus v. Seattle</i> , 296 P.2d 536 (Wash. 1956) (public pension rights are contractual in nature, based on a state promise made when the employee enters employment); <i>Retired Pub. Emples. Council of Wash. v. Charles</i> , 62 P.3d 470 (Wash. 2003) (appropriations bill lowering employer contributions did not violate the state constitutional prohibition against impairment of public contracts, absent any indication that the lower contribution prevented the successful operation of the system or lessened the value of the retirement system).	WASH. CONST., art. I, § 23
West Virginia	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. <i>Dadisman v. Moore</i> , 384 S.E.2d 816 (W. Va. 1988) (holding that a statute is treated as a contract when the language and circumstances evince a legislative intent to create private rights of a contractual nature, such as in the statute creating public pension rights; and the protection of public pension rights is a constitutional and moral obligation of the State); <i>Booth v. Sims</i> , 456 S.E.2d	W. VA. CONST., art. III, § 4

	167 (W. Va. 1994) (holding that deferred compensation embodied in a pension entitlement creates a reliance interest in the state employee that the law of contracts protects); <i>Myers v. W. Va. Consol. Pub. Ret. Bd.</i> , 704 S.E.2d 738 (W. Va. 2010) (Once a member's rights to his or her pension benefits are vested, the West Virginia Legislature is constitutionally prohibited from reducing that member's benefits, unless he or she acquiesces to the change or unless the Legislature provides just compensation).	
Wisconsin	No explicit constitutional protection for public pension benefits. Courts protect pension rights against impairment of contracts and on due process grounds. <i>Madison Teachers v. Walker</i> , (Wis. 2014) (holding that pension plans may create constitutionally protected contractual rights between the State and public employees that are protected by the Wisconsin Constitution); <i>Ass'n of State Prosecutors v. Milwaukee Cnty.</i> , 544 N.W.2d 888 (Wis. 1996) (recognizing that vested employees and retirees had protectible property interest in retirement assets and thus the legislature could not simply transfer funds from the County Plan to the State plan without violating due process); <i>Welter v. City of Milwaukee</i> , 571 N.W.2d 459 (Wis. Ct. App. 1997) (holding that retirement benefits in effect when a Milwaukee police officer becomes a member of the retirement system are vested as to that officer unless the officer agrees to a change).	Wis. Stat. § 40.19 Wis. CONST., art. I, § 12
Wyoming	No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on due process principles. <i>Peterson v. Sweetwater County Sch. Dist. No. One</i> , 929 P.2d 525 (Wyo. 1996) (recognizing that legitimate retirement expectations may constitute property rights that may not be deprived without due process of law); <i>Tollefson v. Wyo. State Ret. Bd.</i> , 79 P.3d 518 (Wyo. 2003) (holding that performance-based salary constituted pensionable compensation).	Wyo. CONST., art. 1, § 35

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