

STATE CONSTITUTIONAL PROTECTIONS FOR PUBLIC SECTOR RETIREMENT BENEFITS

State	Summary of state law	Constitutional Provision
Alabama	Benefits are contractually protected for vested employees who are eligible to retire. Board of Trustees of Policemen's and Firemen's Retirement Fund of City of Gadsden v. Cary, 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); Calvert v. City of Gadsden, 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); Snow v. Abernathy, 331 So.2d 626 (Ala.1976)(holding that where employee voluntarily elected to become member of the contributory retirement system relationship was contractual in nature giving rise to vested rights).	AL CONST., Art. I, § 22
Alaska	"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."	AK CONST., Article XII, § 7
Arizona	"Membership in a public retirement system is a contractual relationship that is subject to article II, § 25, and public retirement system benefits shall not be diminished or impaired."	AZ CONST., Article XXIX, §1
Arkansas	No explicit constitutional protection for public pension benefits, but courts provide limited protection for contributory vested pension benefits. See Jones v. Cheney, 489 S.W.2d 785 (1973)(holding that vested pension benefits funded with employee contributions are protected from impairment); compare Blackwood v. Floyd, 29 S.W.3d 691 (2000)(holding that noncontributory pension benefits are a mere gratuity).	AR CONST., Art. 2, § 17
California	California case law now recognizes that public pension rights are governed by statute and not contract principles. Gutierrez v. Board of Retirement, 72 Cal Rptr 2d 837(1998); Betts v. Board of Admin., 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.").	CA CONST., Art. 1, § 9

Colorado	<p>Courts have applied the state constitutional protection against impairment of contract in Art. 2, § 11 to protect vested pension benefits. Until benefits fully vest, a pension benefits can be changed. For benefits which are only partially vested, any adverse change must be balanced by a corresponding change of a beneficial nature, a change that is actuarially necessary, or a change that strengthens or improves the pension plan. If a plan amendment fails to satisfy any of these three criteria, it will be deemed an unconstitutional impairment of existing contract rights. See <i>Police Pension & Relief Board v. Bills</i>, 366 P.2d 581 (1961); <i>Peterson v. Fire & Police Pension Ass'n</i>, 759 P.2d 720 (Colo.1988).</p>	CO CONST., Article 2, § 11 (not explicit protection of public pensions; basic protection against impairment of contract)
Connecticut	<p>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 (1985). Municipal pensions are protected by CT 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."</p>	N/A
Delaware	<p>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 (1976). Article 15, § 4, of the DE Const also provides limited constitutional protection for elected/appointed public officers: "No law shall extend the term of any public officer or diminish the salary or emoluments after his or her election or appointment."</p>	N/A
Florida	<p>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>Florida Sheriff's Association v. Department of Administration</i>, 408 So.2d 1033 (Fla.1981); <i>State ex rel. Stringer v. Lee</i>, 2 So.2d 127 (1941); <i>Anders v. Nicholson</i>, 150 So. 639 (Fla.1933); <i>O'Connell v. State Dept. of Admin.</i>, 557 So.2d 609 (Fla.App. 3 Dist. Feb 06, 1990)(holding that benefits vested upon attainment of normal retirement eligibility).</p>	FL CONST., Article I, § 10

Georgia	<p>Article I, Sec. I, Par. 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 (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); 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 (1980).</p>	GA CONST., Article 1, § 1, ¶X
Hawaii	<p>"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."</p>	HI CONST., Article XVI, § 2
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>Hansen v. City of Idaho Falls</i>, 446 P.2d 634 (1968); <i>Nash v. Boise City Fire Department</i>, 663 P.2d 1105 (1983).</p>	ID CONST., Art. I, § 16
Illinois	<p>"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." <i>Di Falco v. Board of Trustees</i>, 521 N.E.2d 923 (1988)(holding that 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., Sklodowski v. State</i>, 695 N.E.2d 374 (Ill. 1998)(holding that 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).</p>	IL CONST., Article XIII, § 5

Indiana	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 Public Employees Retirement 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 expectance of a future benefit, or a contingent interest in property founded on anticipated continuance of existing laws, does not constitute a vested right.")	IN CONST., Art. 1, § 24
Iowa	<i>Campbell v. City of Marshalltown</i> , 235 N.W. 764 (Iowa 1931)(indicating that duty to pay police pensions is purely statutory and not contractual); <i>City of Iowa City v. White</i> , 111 N.W.2d 266 (Iowa 1961))(holding that pension is protected once a member applies for retirement)	IA CONST., Art. 1, § 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> , 227 Kan. 356, 607 P.2d 467 (1980).	N/A
Kentucky	Section § 61.692, KY ST, recognizes that public pension rights in the state retirement system constitute an "inviolable contract" and that benefits shall not be subject to reduction or impairment by alteration, amendment, or repeal. <i>Jones v. Board of Trustees of Kentucky Retirement Systems</i> , 910 S.W.2d 710 (Ky.1995)(recognizing inviolable contract between KERS members and state). Section 19 of the Kentucky Constitution provides partial protection against impairment of contract.	KY ST § 61.692 provides statutory protection; KY Const., § 19
Louisiana	"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. Future benefit provisions for members of the state and statewide public retirement systems shall only be altered by legislative enactment."	LA CONST., Article X, § 29

Maine	<p>It appears that the 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. <i>Spiller v. State</i>, 627 A.2d 513 (Me.1993)(declining to imply contractual rights where no intent expressed in statutory language, but recognizing that state employees have "legitimate retirement expectations" entitling them to due process); <i>Huard v. Maine State Retirement Sys.</i>, 562 A.2d 694 (Me.1989)(state employees have legitimate retirement expectations); <i>Soucy v. Board of Trustees of Maine State Retirement System</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).</p>	ME CONST., Art. 1, § 11
Maryland	<p>No explicit constitutional protection for public pension benefits, but courts provide protection against impairment of contract rights. See <i>Davis v. Mayor and Alderman of City 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>City of Frederick v. Quinn</i>, 371 A.2d 724 (Md. 1977).</p>	N/A
Massachusetts	<p>No explicit constitutional protection for public pension benefits, but courts recognize statutory protection for contractual pension rights. See <i>Opinion of the Justices</i>, 303 N.E.2d 320 (1973)(holding that the government may not deprive members of the "core of reasonable expectations" that they had when they entered the retirement system).</p>	MA ST 32 § 25
Michigan	<p>"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."</p>	MI CONST., Article IX, § 24

Minnesota	<p>No explicit constitutional protection for public pension benefits, but courts apply promissory estoppel and contract theories to protect reasonable pension expectations. <i>Housing and Redevelopment Authority of Chisholm 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); <i>Law Enforcement Labor Services, Inc. v. County 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. Employees 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 MN CONST Art. 1, § 11.</p>	MN CONST., Art. 1, § 11
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. Note that Article 15, § 273 prevents the use of the initiative process to amend or repeal the state retirement system. <i>Public Employees' Retirement System 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 unconstitutional impairment of contract).</p>	MS CONST., Article 15, § 273
Missouri	<p>No explicit constitutional protection for public pension benefits, but 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. <i>Firemen's Retirement System v. City of St. Louis</i>, 2006 WL 2403955 (Mo.App. E.D. Aug 22, 2006)(holding that city was required to pay the employer contributions certified by actuary and pension board); <i>Fraternal Order of Police Lodge No. 2 v. City of St. Joseph</i>, 8 S.W.3d 257 (Mo.App. W.D. 1999)(recognizing that governmental employees have no property rights in a pension fund except to the extent explicitly provided by statute).</p>	MO CONST., Art. 1, § 13

Montana	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles, protected by Article 2, § 31 of the Montana Constitution. Baumgardner v. Public Employees' Retirement Bd. of State, 119 P.3d 77 (Mont. 2005)(holding that statute that changed the method for calculating retirement benefits was unconstitutional impairment); Gulbrandson v. Carey, 901 P.2d 573 (Mont. 1995)(recognizing that terms of pension contract are determined by the statutes in effect at the time of retirement)	MT CONST., Article 2, § 31
Nebraska	"Nothing in this section shall prevent local governing bodies from reviewing and adjusting vested pension benefits periodically as prescribed by ordinance." NE CONST, Article III, § 19; Calabro v. City of Omaha, 531 N.W.2d 541 (Neb.1995)(holding that constitutionally protected contract rights vested upon acceptance of employment and that elimination of plan violated contract clause in Article 1, Sec 10 of US Constitution)	NE CONST., Article III, § 19; Article I, 16
Nevada	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. 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. Nicholas v. State, 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);	NV CONST., Art. 1, § 15
New Hampshire	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. McKenzie v. City of Berlin, 767 A.2d 396 (N.H. 2000)(holding that city was not permitted to force city employees city retirement plan after employees were enrolled in state retirement plan); State Employees' Ass'n of New Hampshire, Inc. v. Belknap County, 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); Gilman v. Cheshire County, 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).	NH CONST., Pt. 1, Art. 23
New Jersey	Spina v. Consolidated Police & Firemen's Pension Fund Comm'n, 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.")	NJ CONST., Art. 4, § 7, P 3

New Mexico	<p>Article XX, Section 22D of the New Mexico Constitution recognizes that public pensions give rise to vested property rights, protected by due process. Article XX, Section 22D 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 (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 (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).</p>	NM CONST., Article XX, Section 22
New York	<p>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. NY CONST., Article V, § 7</p>	NY CONST., Article V, § 7
North Carolina	<p><i>Wiggs v. Edgecombe County</i>, 632 S.E.2d 249 (N.C.App. 2006)(recognizing contractual right to rely on the terms of the retirement plan when retirement rights vest); <i>Simpson v. N.C. Local Gov't Employees' Retirement Sys.</i>, 363 S.E.2d 90 (1987), <i>aff'd per curiam</i>, 372 S.E.2d 559 (1988)(holding that relationship between the retirement system and vested state employees is contractual in nature). 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 ... disseized of his freehold, liberties, or privileges, or ... deprived of his ... property, but by the law of the land." N.C. Const. art. I, § 19.</p>	NC CONST., Article 1, §19
North Dakota	<p>No explicit constitutional protection and not much recent caselaw. It is likely that courts will provide protection against impairment of contract rights. <i>Payne v. Board of Trustees of the Teachers' Ins. & Retirement 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).</p>	ND CONST., Article X, § 12

Ohio	No explicit constitutional protection for public pension benefits. Courts will look to pension statutes to evaluate contract claims. <i>Herrick v. Lindley</i> 391 N.E.2d 729 (Ohio 1979)(public employees retirement system retirees have a statutorily created vested right to receive a retirement allowance at the rate fixed by law when such benefit was conferred); <i>State ex rel. Horvath v. State Teachers Retirement 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).	OH CONST., Art. II, § 28
Oklahoma	<i>Taylor v. State Education Employees Group Insurance Plan</i> , 897 P.2d 275 (Ok. 1995); <i>Op.Atty.Gen. No. 96-21</i> (recognizing that failure to fund existing unfunded actuarial accrued liability in a public retirement system, in addition to constituting an impairment pension rights, would violate the contract clause, unless the State can demonstrate that the contractual obligation arose under statute and the impairment was reasonable and necessary to serve an important public purpose).	OK CONST., Article 2, §15
Oregon	No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on impairment of contract principles. <i>Strunk v. Public Employees Retirement Bd.</i> , 108 P.3d 1058 (Or. 2005)(holding that suspension of COLA benefits breached obligation of contract under Or. Const. Art I, Sec 21); <i>Oregon Police Officers' Ass'n v. State</i> , 918 P.2d 765 (1996) (once employee provides services in reliance on promise to provide benefits on retirement, employer is contractually bound to honor promise).	OR CONST., Art. I, § 21
Pennsylvania	No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on impairment of contract principles. <i>Kelley v. State Employees' Retirement Bd.</i> , 890 A.2d 1173 (Pa.Cmwlth. 2006)(holding retirement code is in the nature of a contract for pension benefits and unilateral modifications may not be adverse to a member who has met retirement eligibility requirements); <i>Association of Pennsylvania State College Faculties v. State System of Higher Education</i> , 479 A.2d 962 (1984)(unilateral modifications in the retirement system may not be adverse to a member who has met retirement eligibility requirements).	PA CONST., Art. 1, § 17
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").	RI CONST Art. 1, § 12

South Carolina	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles if the pension statute expressly creates a binding agreement. <i>Layman v. State</i> , 630 S.E.2d 265 (S.C. 2006)(holding that retirement statute created binding contract)	SC CONST., Art. I, § 4
South Dakota	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. <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); 1980 S.D. Op. Atty. Gen. 209 (indicating that accrued benefits are protected from impairment).	SD CONST., Art. 6, § 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>Blackwell v. The Quarterly County Court of Shelby County</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 has complied with all conditions necessary to be eligible for a retirement allowance); <i>Davis v. Wilson County</i> , 70 S.W.3d 724 (Tenn. 2002)(holding that health care benefits amounted to welfare benefits that did not automatically vest and could be altered or terminated by county at any time).	TN CONST., Art. 1, § 20
Texas	Article 16, § 66(d) of the Texas Constitution protects against impairment or reduction of accrued pension benefits "[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. 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." Note that state constitutional protection contains opt out for local government by referendum.	TX CONST., Art. 16, § 66

Utah	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. Johnson v. Utah State Retirement Bd., 770 P.2d 93 (Utah 1988)(recognizing that vested rights cannot be impaired); Newcomb v. Ogden City Pub. School Teachers' Retirement Comm'n, 243 P.2d 941, 948 (1952)("Legislature may not provide for the termination of a retirement system unless a substantial substitute is provided")	UT CONST., Art. 1, § 18
Vermont	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. Burlington Fire Fighters' Ass'n v. City of Burlington, 543 A.2d 686 (Vt.1988)(upholding pension amendment requiring retroactive contributions in exchange for increased benefits 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's 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. Pitts v. City of Richmond, 366 S.E.2d 56 (Va. 1988)(holding that inchoate rights to retirement benefits do not vest until a member qualifies for retirement)	VA CONST., Art. 1, § 11
Washington	No explicit constitutional protection for public pension benefits, but courts provide protection based on impairment of contract principles. Bakenhus v. City of Seattle, 296 P.2d 536 (1956)(public pension rights are contractual in nature, based on a state promise made when the employee enters employment); Retired Public Employees Council of Washington v. Charles, 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).	WA CONST., Art. 1, § 23
West Virginia	No explicit constitutional protection for public pension benefits, but courts protect against impairment of contracts. Dadisman v. Moore, 384 S.E.2d 816 (1988)(holding that the protection of public pension rights is a constitutional and moral obligation of the State).	WV CONST., Art. 3, § 4

Wisconsin	<p>No explicit constitutional protection for public pension benefits, but statutory protection is set forth in Section 40.19, WI Stat, which provides that "[R]ights exercised and benefits accrued to an employee under this chapter for service rendered shall be due as a contractual right and shall not be abrogated by any subsequent legislative act." Courts also protect pension rights against impairment of contracts and on due process grounds. Wisconsin Professional Police Ass'n, Inc. v. Lightbourn, 627 N.W.2d 807 (Wis. 2001)(recognizing that all participants in the WI State Retirement System are protected by § 40.19(1) from the abrogation of accrued benefits unless the benefits are replaced by benefits of equal or greater value); Association of State Prosecutors v. Milwaukee County, 544 N.W.2d 888 (Wis. 1996)(recognizing that vested employees and retirees had protectible property interest in retirement assets and thus statute permitting nonvested employees to transfer employer contributions resulted in taking of property without due process); Welter v. City of Milwaukee, 571 N.W.2d 459 (Wis.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)</p>	Section 40.19, WI Stat, WI CONST Art. 1, § 12
Wyoming	<p>No explicit constitutional protection for public pension benefits, but courts provide protection for contractual pension rights based on due process principles. Peterson v. Sweetwater County School Dist. No. One, 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); Tollefson v. Wyoming State Retirement Bd., 79 P.3d 518 (Wyo.2003)(holding that performance based salary constituted pensionable compensation); Wyland v. Wyland, 138 P.3d 1165 (Wyo. 2006); (holding that statute which denied firefighters with less than 5 years of service a refund of their compulsory contributions was not an unconstitutional taking of property without just compensation).</p>	WY CONST., Art. 1, § 35