This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A25-2076

Minnesota Duty Disabled Association (MNDDA),
a Minnesota nonprofit corporation,
Appellant,

vs.

State of Minnesota Public Employees Retirement Association (PERA),
Respondent.

Filed August 24, 2026
Affirmed
Beane, Judge

Ramsey County District Court
File No. 62-CV-23-5420

Marshall H. Tanick, Meyer Njus Tanick Linder Robbins, P.A., Minneapolis, Minnesota (for appellant)

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Considered and decided by Beane, Presiding Judge; Smith, Tracy M., Judge; and Schmidt, Judge.

NONPRECEDENTIAL OPINION

BEANE, Judge

Appellant Minnesota Duty Disabled Association (MNDDA) challenges the district court's summary-judgment dismissal of its claims against respondent Minnesota Public

Employees Retirement Association (PERA), arguing that the district court made various errors of law. Because we discern no error in the district court's decision, we affirm.

FACTS

PERA is a state agency that administers several public-sector employee retirement plans, including the police and fire plan, which provides for payment of disability benefits to police officers and firefighters who become occupationally disabled. *See* Minn. Stat. §§ 353.01-.95 (2024). A plan member who is injured in the line of duty may be entitled to receive duty-disability benefits while they remain occupationally disabled. Minn. Stat. §§ 353.031, .656, subd. 1. A duty disability is defined as a condition that is the direct result of "the performance of inherently dangerous duties that are specific to the positions covered by" the police and fire plan and that is expected to prevent a member from performing the normal duties of their position for at least 12 months. Minn. Stat. § 353.01, subd. 41.

As relevant here, to qualify for duty-disability benefits, a plan member must not be covered by a separate plan,[1] must meet the statutory definition of duty disability, and must have their application approved by the police and fire plan's executive director. Minn. Stat. § 353.656, subd. 1(a). Eligibility for duty-disability benefits is not subject to a minimum years-of-service requirement. *See id.* (b). Those receiving duty-disability benefits receive 60% of their salary and an additional 3% for each year of service beyond 20. *Id.* (a). A person receiving duty-disability benefits must reapply for those benefits periodically—

[1] Those separate plans are addressed under Minnesota Statutes sections 353.6511 and 353.6512, respectively, and are not at issue in this appeal.

every year for the first five years they receive benefits, and every three years thereafter.[2] Minn. Stat. § 353.031, subd. 8.

By definition, individuals receiving duty-disability benefits are unable to perform the normal duties of a police officer or firefighter, *see* Minn. Stat. § 353.01, subd. 41, but they may be capable of being otherwise employed and may continue receiving benefits while also earning income from other employment. The income a person receiving duty-disability benefits earns from other employment may offset the amount of their benefit payment if that income exceeds certain thresholds. *See* Minn. Stat. § 353.656, subd. 4. Duty-disability benefits were originally not subject to offset requirements, but the legislature added an offset provision in 1971. *See* Minn. Stat. § 353.57 (1957); 1971 Minn. Laws ch. 297, § 3, at 532-33. The legislature then amended the offset provision in 1994 and again in 2023. *See* 1994 Minn. Laws ch. 463, § 1, at 311-12; 2023 Minn. Laws ch. 48, § 27, at 702. The 2023 amendments are the subject of this dispute. Under the amended offset provisions, now found in Minnesota Statutes section 353.656, subdivision 4(c)(1) and (2), all duty-disability-benefit recipients who are required to reapply for benefits on or after July 1, 2023, are potentially subject to two offsets.[3] Minn. Stat. § 353.656, subd. 4(c).

[2] The reapplication requirement—like the offset provisions described below—was amended in 2023. 2023 Minn. Laws ch. 48, § 17, at 690. The previous version of the statute authorized PERA's executive director, "at reasonable times," to require duty-disability recipients to "submit proof of the continuance of the disability claimed." Minn. Stat. § 353.031, subd. 8(b) (2022). In the district court, MNDDA argued that PERA could not require MNDDA's members to comply with the amended reapplication requirement, but MNDDA has not raised that argument on appeal.

[3] The first offset, applied to duty-disability recipients who have served fewer than 20 years, reduces their benefit payment based on the member's contribution rate to the fund and that

The effect of the amendments to these offset provisions is to increase the amount by which a recipient's reemployment income reduces their duty-disability benefit.

In October 2023, MNDDA, an organization comprising individuals currently receiving duty-disability benefits (members), sued PERA seeking to enjoin enforcement of several of the 2023 amendments, including the offset provisions in section 353.656 described above and certain other amendments to section 353.031 that are not pertinent to this appeal. MNDDA alleged that the amendments unconstitutionally impair the contractual relationship between PERA and MNDDA's members, that promissory estoppel precludes PERA from enforcing the new provisions, and that the new provisions violate its members' constitutional rights to procedural and substantive due process.

MNDDA moved for a temporary injunction, seeking a stay of enforcement of the amended provisions pending the lawsuit. The district court granted MNDDA's motion as to the offset provisions in section 353.656. This court reversed the injunction and remanded the case to the district court. *Minn. Duty Disabled Ass'n (MNDDA) v. Pub. Emps. Ret. Ass'n*, No. A23-1924, 2024 WL 4113102, at *1 (Minn. App. Sep. 9, 2024), *rev. denied* (Minn. Nov. 27, 2024).

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member's length of service or 50% of their yearly reemployment earnings, whichever is less. Minn. Stat. § 353.656, subd. 4(c)(1). The second offset takes effect when the combined total of a disabled plan member's duty-disability benefits and reemployment earnings exceeds 100% of an active member's salary in a similar position. *Id.*, subd. 4(c)(2). In that circumstance, the second offset reduces the member's benefit payment by "one dollar for every two dollars" that their total monthly earnings exceed the base monthly salary, up to 125% of the base monthly salary, and "one dollar for each dollar by which the sum exceeds 125 percent of the base monthly salary." *Id.*

After completing discovery, the parties filed cross-motions for summary judgment. The district court granted PERA's motion and dismissed all of MNDDA's claims.

MNDDA appeals.

DECISION

We review a district court's summary-judgment decision to "determine whether the district court properly applied the law and whether there are genuine issues of material fact that preclude summary judgment." *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, 790 N.W.2d 167, 170 (Minn. 2010). We review a district court's application of the law de novo. *Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 581 (Minn. 2010). "The party that asserts a constitutional challenge to the exercise of legislative authority bears a heavy burden to prevail on that claim." *Clark v. City of St. Paul*, 934 N.W.2d 334, 345 (Minn. 2019).

MNDDA's arguments on appeal focus on the enforceability of the amended offset provisions against its members. To that end, MNDDA argues that the district court should have denied PERA's motion for summary judgment, and instead granted MNDDA's motion, because (1) the 2023 amendments to the offset provisions unconstitutionally impair the contractual relationship between PERA and MNDDA's members; (2) promissory estoppel precludes PERA from enforcing the amended offset provisions against MNDDA's members; and (3) the 2023 amendments are unconstitutional as applied to MNDDA's members because they violate its members' rights to procedural and substantive due process.

I.

We first address MNDDA's argument that the district court erred by dismissing its contract-impairment claim rather than granting summary judgment in MNDDA's favor. Under both the federal and state constitutions, the state is "prohibited from passing laws that impair contractual obligations." *Id.* (citing U.S. Const. art. I, § 10; Minn. Const. art. I, § 11). Appellate courts analyze a contract-impairment claim using a three-part test. First, we "consider whether the challenged legislation operates 'as a substantial impairment of a contractual obligation.'" *Id.* (quoting *Christensen v. Minneapolis Mun. Emps. Ret. Bd.*, 331 N.W.2d 740, 750 (Minn. 1983)). If no contractual right exists, then we need not address whether the legislation would impair such a right. *AFSCME Councils 6, 14, 65 & 96, AFL-CIO v. Sundquist*, 338 N.W.2d 560, 567 (Minn. 1983). Second, if the legislation is found to substantially impair a contractual obligation, we "consider whether there is 'a significant and legitimate public purpose behind the legislation.'" *Clark*, 934 N.W.2d at 345 (quoting *Jacobsen v. Anheuser-Busch, Inc.*, 392 N.W.2d 868, 872 (Minn. 1986)). And third, we "review the legislation in light of the identified public purpose 'to see whether the adjustment of the rights and liabilities of the contracting parties is based upon reasonable conditions and is of a character appropriate to the public purpose justifying the law's adoption.'" *Id.* (quoting *Jacobsen*, 392 N.W.2d at 872).

To prevail on its contract-impairment claim, MNDDA therefore must first establish the existence of a contractual obligation between its members and PERA. MNDDA relies on two theories to support its argument that such an obligation exists here: first, that the language of the statute itself creates a vested right to the calculation of reemployment-income offsets under the version of the statute in effect when a recipient of duty-disability benefits became disabled, and second, that PERA has an implied-in-law obligation created by promissory estoppel not to reduce the amount of a recipient's duty-disability benefit. We address each of these theories in turn.

A.

MNDDA contends that the "benefits of duty disabled members vested when they became disabled" and that, by virtue of that vesting, its members have a contractual right to have their benefits calculated according to the pre-2023-amendment version of the statute. "A contractual obligation may be created by a state statute when the language and circumstances evince a legislative intent to create private rights of a contractual nature enforceable against the State." *Meriwether Minn. Land & Timber, LLC v. State*, 818 N.W.2d 557, 564 (Minn. App. 2012) (quotation omitted), *rev. denied* (Minn. Sep. 25, 2012). But "[a] party asserting the creation of a contract must overcome the well-established presumption that 'a law is not intended to create private contractual or vested rights but merely declares a policy to be pursued until the legislature shall ordain otherwise.'" *Peterson v. Humphrey*, 381 N.W.2d 472, 475 (Minn. App. 1986) (quoting *Nat'l R.R. Passenger Corp. v. Atchison, Topeka & Santa Fe Ry. Co.*, 470 U.S. 451, 466 (1985)), *rev. denied* (Minn. Apr. 11, 1986). We require a "clear indication that the legislature intends to bind itself contractually." *Meriwether Minn. Land & Timber*, 818 N.W.2d at 564 (quoting *Nat'l R.R. Passenger Corp.*, 470 U.S. at 465-66).

The district court concluded, and we agree, that MNDDA's members do not possess a contractual right created by statute to a specific formula for calculating reemployment-income offsets. MNDDA has not directed us to any language of the relevant statutory provisions from which we could conclude that the legislature intended to create a contract that would entitle individuals who receive duty-disability benefits to have their reemployment-income offsets calculated according to a particular formula. Our review of the statute also has not identified any language that would overcome the well-established presumption that laws are not intended to create vested private rights.

The only language in Minnesota Statutes chapter 353 that bears specifically on whether the benefits it creates—including duty-disability benefits—are "vested" does not support MNDDA's position. Minnesota Statutes section 353.01 provides a list of definitions that apply to the entirety of chapter 353, which includes the provisions governing duty-disability benefits generally and the reemployment-income offset calculations in particular. Minn. Stat. § 353.01, subd. 1. The statute defines "vesting" as "obtaining a nonforfeitable entitlement to an annuity or benefit from a retirement plan administered by the association by having credit for sufficient allowable service." *Id.*, subd. 47(a). And "benefit" refers to a survivorship benefit or "a monthly disability benefit paid or payable by the fund to a member who is totally and permanently disabled." *Id.*, subd. 27. A "total and permanent disability" is one that prevents a person from "engag[ing] in *any* substantial gainful activity." *Id.*, subd. 19 (emphasis added). Under the plan, an eligible member may receive duty-disability benefits "during the period of disability," whereas a member who has a "total and permanent" duty disability is entitled to receive a disability benefit "for life." Minn. Stat. § 353.656, subds. 1(a), 1a(a). Thus, the legislature expressly included retirement and total-and-permanent-disability benefits, but not duty-disability benefits, in the statutory definition of vesting. We presume such omissions to be intentional. *See State v. Caldwell*, 803 N.W.2d 373, 383 (Minn. 2011) (stating the "inference that any omissions in a statute are intentional"). We therefore see nothing in this statutory language that could overcome the presumption that the legislature did not intend to create a vested right for duty-disability-benefit recipients to have their reemployment-income offsets calculated according to a particular formula.

To convince us otherwise, MNDDA contends that we should reject two aspects of the district court's analysis of the statute. First, the district court explained that the legislature's inclusion in chapter 353 of a definition of "vesting" that expressly references categories of benefits other than duty-disability benefits cuts against MNDDA's argument that its members' benefits are vested. And second, the district court reasoned that the statutory requirement for recipients of duty-disability benefits to reapply periodically indicates that those benefits are not a permanent entitlement and are therefore not vested. MNDDA argues that the district court's analysis was wrong because neither of these aspects of the statute should prevent a conclusion that its members' duty-disability benefits are vested. But MNDDA's argument is unavailing. It is not enough to say that these aspects of the statute do not preclude a determination that MNDDA's members have a statutorily created contractual right to have their reemployment-income offsets calculated based on the pre-2023 version of the statute. MNDDA has the burden to point to something in the statute sufficient to overcome the well-established presumption against the creation of such rights, and it has not done so.

B.

MNDDA alternatively argues that its members have an implied-in-law contractual right, based on the doctrine of promissory estoppel, to have their reemployment-income offsets calculated according to the pre-2023-amendment version of the statute.

"Promissory estoppel is an equitable doctrine that implies a contract in law where none exists in fact." *Martens v. Minn. Mining & Mfg. Co.*, 616 N.W.2d 732, 746 (Minn. 2000) (quotation omitted). Promissory estoppel "may be applied against the state to the extent that justice requires." *Christensen*, 331 N.W.2d at 749. But "it is an extraordinarily rare case in which the equitable remedy of promissory estoppel should preclude state action." *Meriwether Minn. Land & Timber*, 818 N.W.2d at 565. For promissory estoppel to apply, the plaintiff bears "a heavy burden of proof" to show that its interest in justice outweighs "the public interest frustrated by estoppel." *Brown v. Minn. Dep't of Pub. Welfare*, 368 N.W.2d 906, 910 (Minn. 1985).

Promissory estoppel requires the party asserting its application to prove that (1) "a clear and definite promise was made," (2) "the promisor intended to induce reliance and the promisee in fact relied to his or her detriment," and (3) "the promise must be enforced to prevent injustice." *Martens*, 616 N.W.2d at 746. "In applying promissory estoppel, two factors must be kept in mind: (1) What has been promised by the state? and (2) to what degree and to what aspects of the promise has there been reasonable reliance on the part of the employee?" *Christensen*, 331 N.W.2d at 749.

Here, MNDDA has not established that a clear and definite promise was made to its members that the statutory provision governing the calculation of reemployment-income offsets would remain unchanged. As an initial matter, the enforceability of such a promise, if it were made, would necessarily be cast into doubt by the "well-established presumption that a law is not intended to create private contractual or vested rights but merely declares a policy to be pursued until the legislature shall ordain otherwise." *Anderson v. State*, 435 N.W.2d 74, 80 (Minn. App. 1989) (quotation omitted). For the same reasons explained in our analysis above, we are not persuaded that MNDDA has overcome the presumption that statutes should generally not be read to constitute promises that are enforceable under principles of contract law.

Rather than pointing to a clear and definite promise in support of its claim, MNDDA contends that "no such 'clear and definite' promise was found in *Christensen*, but the estoppel doctrine nonetheless applied there." But that is not quite true. *Christensen* involved a challenge to the legislature's decision to establish an age at which employees retiring from city service were eligible to receive their pensions. 331 N.W.2d at 742-43. Christensen, who had already retired and was receiving pension benefits, was rendered ineligible for those benefits because he had not yet attained the new retirement-eligibility age. *Id.* at 743. The supreme court concluded, based on promissory estoppel, that Christensen had a protectable entitlement to continue receiving his pension benefits. *Id.* at 749. In doing so, the *Christensen* court observed that promissory estoppel requires considering "[w]hat has been promised by the state." *Id.* The court then went on to explain that "[w]hat [the state] has promised and what its employees have relied on, and what, therefore, the law will enforce, is a pension program, the terms of which are protectable subject to reasonable legislative modification from time to time." *Id.* In other words, the promise was the existence of the pension program, and Christensen's pension benefits could not be eliminated once he had retired and started receiving those benefits. *Christensen* therefore does not relieve MNDDA of its obligation to identify an enforceable promise in support of its promissory-estoppel theory.

We also conclude that *Christensen* is distinguishable from the circumstances presented here, in part because it involved the wholesale elimination of Christensen's promised pension benefit. Here, the legislature did not terminate duty-disability benefits for individuals who were already determined to be eligible and are receiving those benefits. It also did not reduce the duty-disability benefit amount that was being paid to any recipient at the time the amended statute went into effect. Instead, the legislature has modified the reemployment-income offset calculation prospectively by providing that it will affect the amount of a recipient's duty-disability benefit beginning when they are next required to reapply for those benefits. *See* Minn. Stat. § 353.031, subd. 8; 2023 Minn. Laws ch. 48, § 17, at 690.

In its reply brief, MNDDA contends that its members received letters from PERA regarding their eligibility for duty-disability benefits containing the "clear and definite" language that "[t]his is the actual monthly amount that will be paid for the duration of your disability." But this language is not a clear and definite promise enforceable by promissory estoppel. For one thing, nothing in the letters containing this language states the amount of the duty-disability-benefit payment the recipient can expect. That information is provided in a second, separate letter that also instructs the recipient to notify PERA if they are employed because failing to report income "can result in substantial benefit overpayments" and advises the recipient that "[t]he Minnesota Legislature or the federal government may change the statutes, rules and regulations governing PERA at any time." We discern no clear and definite promise in these letters that the amount of a recipient's duty-disability benefit subject to a reemployment-income offset will never change.

Even if we were persuaded that MNDDA's members were promised that the reemployment-income offset calculation would not change, MNDDA also cannot establish reliance. The reliance element of a promissory-estoppel claim has two components: (1) whether "the promisor intended to induce reliance" on the promise, and (2) whether "the promisee in fact relied [on the promise] to his or her detriment." *Meriwether Minn. Land & Timber*, 818 N.W.2d at 565 (quotation omitted). The promisee's reliance on the alleged promise must be reasonable. *Nicollet Restoration, Inc. v. City of St. Paul*, 533 N.W.2d 845, 848 (Minn. 1995).

MNDDA's sole argument regarding the state's intent to induce reliance, relying again on *Christensen*, is that we should presume that the state offered duty-disability benefits to induce people to accept employment as police officers and firefighters. The *Christensen* court reasoned that "[i]n the realities of the modern employment marketplace, the state reasonably expects its promise of a retirement program to induce persons to accept and remain in public employment, and persons are so induced, and injustice can be avoided only by enforcement of that promise." 331 N.W.2d at 749. But even in concluding that the state's promise of a "retirement program" was enforceable by promissory estoppel, the *Christensen* court acknowledged that the specific terms of the program must be "subject to reasonable legislative modification from time to time." *Id.*; *see also id.* (stating that the enforceable promise of a retirement program "contains an implied condition that the terms are subject to modification under the state's police power"). For this reason, the logic of *Christensen* cannot bear the weight MNDDA seeks to place on it. Assuming for argument's sake that the duty-disability-benefit program is analogous to the retirement program considered in *Christensen*, the analysis in that case does not support a conclusion that the state is estopped from modifying the terms of the program, such as the formula for calculating reemployment-income offsets that MNDDA challenges here. And MNDDA has not identified any other basis on which we could conclude that the state intended to induce duty-disability-benefit recipients to rely on specific reemployment-income offset calculations to their detriment.

Moreover, even if MNDDA could show that PERA intended to induce reliance on a specific reemployment-income offset calculation, MNDDA would also need to establish that its members actually relied on that calculation to their detriment and that such reliance was reasonable. MNDDA's reliance argument emphasizes evidence in the summary-judgment record that its members relied on the availability of disability benefits generally in deciding to become police officers and firefighters. Even assuming all that evidence is true, it does not establish that MNDDA members relied on any specific calculation of reemployment-income offsets. And if MNDDA could show that its members relied on PERA's continued use of a specific statutory offset-calculation formula, MNDDA has not established the reasonableness of such reliance, particularly given the letters its members received from PERA explaining that the statutes governing duty-disability benefits could change at any time.

Because MNDDA's promissory-estoppel theory fails on both the clear-and-definite-promise and reliance elements, we conclude MNDDA cannot rely on a contractual obligation implied by operation of promissory estoppel to establish the first element of its contract-impairment claim.[4]

Thus, having concluded that MNDDA has not established the existence of a contractual obligation that could be impaired by the 2023 amendments to the statutory provisions governing the calculation of reemployment-income offsets, we need not address the remaining elements of MNDDA's contract-impairment claim. *See Jennissen v. City of Bloomington*, 938 N.W.2d 808, 817 (Minn. 2020); *Sundquist*, 338 N.W.2d at 567.

II.

We next consider MNDDA's claims that the 2023 amendments to the statutory provisions governing the calculation of reemployment-income offsets violate its members' constitutional rights to procedural and substantive due process. Both procedural and substantive due-process claims present issues of law we review de novo. *Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 632 (Minn. 2012); *In re Individual 35W Bridge Litig.*, 806 N.W.2d 820, 829 (Minn. 2011).

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[4] MNDDA also contends—separate from its contract-impairment theory—that promissory estoppel bars PERA from decreasing the amounts of the duty-disability benefits paid to MNDDA's members. MNDDA's arguments as to these theories overlap significantly, and it relies heavily on *Christensen* in support of both. Because our promissory-estoppel analysis is the same under either theory, we do not separately address MNDDA's argument that the district court erred by dismissing its promissory-estoppel claim.

A.

MNDDA argues that PERA violated its members' rights to procedural due process by "creating legislation that would reduce their benefits through increased offsets" without inviting them to join the "stakeholder" group. To determine whether a challenged government action violated an individual's procedural-due-process rights, we must first consider "whether the government has deprived the individual of a protected life, liberty, or property interest." *Sawh*, 823 N.W.2d at 632. If so, we then consider whether the government followed a constitutionally sufficient procedure, which requires notice and an opportunity to be heard. *Id.*

MNDDA's argument here fails at the first step of this test. For one thing, MNDDA's members were not deprived of a protected property interest. To have a protected property interest in a statutory right, that right must be "vested." *Schatz v. Interfaith Care Ctr.*, 811 N.W.2d 643, 657-58 (Minn. 2012); *see also Christensen*, 331 N.W.2d at 747-48 (declining invitation to characterize statutorily created pension as a "property interest"). For reasons we have already explained, MNDDA has not established the existence of a vested statutory right here. Moreover, PERA's actions in proposing certain statutory amendments to the legislature did not deprive MNDDA's members of anything. PERA did not amend the statute; the legislature did. To the extent MNDDA has asserted its members were deprived of their interest in continuing to receive duty-disability benefits without being subject to the amended reemployment-income offset calculations, that deprivation was the result of the legislative process. Even if MNDDA's members were entitled to notice and an opportunity to be heard, they had the opportunity to participate in the legislative process, and the record presented here establishes that some MNDDA members actually did so. Consequently, we conclude, as the district court did, that MNDDA's procedural-due-process claim fails as a matter of law.

B.

MNDDA also contends that the 2023 amendments to the statutory provisions governing the calculation of reemployment-income offsets violate its members' substantive due-process rights. The doctrine of substantive due process "protects individuals from certain arbitrary, wrongful government actions regardless of the fairness of the procedures used to implement them." *In re Linehan*, 594 N.W.2d 867, 872 (Minn. 1999) (quotations omitted). "When analyzing whether legislation violates substantive due process rights, we apply the rational basis test unless a fundamental right is involved." *See Individual 35W Bridge Litig.*, 806 N.W.2d at 830. Legislation will be upheld on rational-basis review if (1) "the objective of the law is permissible," (2) "the means chosen to achieve that objective are reasonable," and (3) "the legislative body did not act arbitrarily or capriciously in enacting the law." *Fletcher Props., Inc. v. City of Minneapolis*, 947 N.W.2d 1, 10 (Minn. 2020) (citing *Boutin v. LaFleur*, 591 N.W.2d 711, 717-18 (Minn. 1999)). In an as-applied challenge to the constitutionality of a statute, appellate courts "presume statutes to be constitutional and exercise the power to declare a statute unconstitutional with extreme caution and only when absolutely necessary." *Individual 35W Bridge Litig.*, 806 N.W.2d at 829 (quotation omitted). "The party challenging the constitutionality of a statute must demonstrate that the statute is unconstitutional beyond a reasonable doubt." *Id.*

MNDDA rests its argument on the alleged arbitrariness of the legislature's decision to subject MNDDA's members to the amended reemployment-income offset calculations as of the next time they are required to reapply for their duty-disability benefits. MNDDA emphasizes its position that the resulting loss of income to its members will unfairly burden its members for the benefit of other participants in the police and fire plan. But although MNDDA is adamant that the legislature should have taken a different approach, it does not appear to question that the legislature had a legitimate purpose in seeking to ensure the fiscal health of the police and fire plan. MNDDA has not demonstrated that the legislature's decision to adjust reemployment-income offsets was an unreasonable means of supporting the fiscal health of the police and fire plan. We therefore conclude that MNDDA has not carried its heavy burden to establish that the 2023 amendments to the statutory provisions governing the calculation of reemployment-income offsets are unconstitutional as applied to its members.

Affirmed.