

Delyria, et al. v. Wash. State Sch. for the Blind
Concurrence by Alexander, C.J.

No. 80602-1

ALEXANDER, C.J. (concurring)—Although I concur in the result the majority reaches in this case, I write separately to set forth my disagreement with certain aspects of the majority opinion.

I disagree with the analysis of the majority opinion to the extent it relies on the legislative history of RCW 28A.400.200(4) (time, responsibility, or incentives (TRI) provision) and RCW 72.40.110 (Washington State School for the Blind (WSSB)-specific provision) to support its conclusion regarding the meaning intended by the legislature for the term “salary” in RCW 72.40.028 (pay parity statute). See majority at 9-10. That statute was passed in 1980, whereas the TRI and WSSB-specific provisions were enacted in 1985. Contrary to the majority’s conclusion, it could not have been the legislature’s intent in 1980 for the meaning of the term “salary” to exclude TRI compensation because such compensation did not exist until 1985. Although I would rely on the legislative history of the provisions, I would do so to conclude that the legislature in 1985 intended for TRI compensation to be excluded

No. 80602-1

from salary in the pay parity statute.

I also disagree with the majority's use of the term "base salary" to define "salary" in the pay parity statute. See majority at 8, 10. I would not use the term "base salary" because it is unnecessary to do so, as the majority could reach the same result by merely holding TRI compensation is not part of the term "salary."

Despite my disagreement with the aforementioned aspects of the majority opinion, I concur in its result based on the plain language of the TRI provision. Specifically, the funding obligation disclaimer in the TRI provision states that "[s]upplemental contracts shall not cause the state to incur *any* present or future funding obligation." RCW 28A.400.200(4) (emphasis added). Given this statutory language, we cannot hold salary in the pay parity statute includes TRI compensation. To hold otherwise would directly conflict with the TRI provision, as the pay parity statute would cause the State to incur funding obligations to WSSB employees in an amount "contemporary with" any TRI payments the Vancouver School District makes to its employees. See RCW 72.40.028. In sum, I concur with the result the majority reaches based primarily on the plain language of the TRI provision.

No. 80602-1

AUTHOR:

Chief Justice Gerry L. Alexander

WE CONCUR:

Justice Mary E. Fairhurst

Justice Barbara A. Madsen
