

Section 9 – Paid Leave

Paid Leave Earned

- A. Calendar Year Employees: Each employee shall be annually allocated one (1) day of paid leave per month of employment to a maximum of twelve (12) days per fiscal year. To be eligible to earn one day in the month, the employee must have a minimum of 10 regularly scheduled paid days in that month. Amount of time allocated will be defined by the most recent letter of appointment or contract issued to the employee. The days allocated for the fiscal year will be a prorated portion of the maximum annual allocation amount at the time of initial hire and termination. A prorating adjustment will be made to the annually allocated amount when Unpaid Leave results in fewer than 10 regularly scheduled paid days in a month. This adjustment will be made to the annual allocation in the year following the Unpaid Leave.
- B. School Year Employees: Each employee shall be annually allocated one (1) day of paid leave per month of employment to a maximum of nine (9) days per fiscal year. To be eligible to earn one day in the month, the employee must have a minimum of 10 regularly scheduled paid days in that month. Amount of time allocated will be defined by the most recent letter of appointment or contract issued to the employee. The days allocated for the fiscal year will be a prorated portion of the maximum annual allocation amount at the time of initial hire and termination. A prorating adjustment will be made to the annually allocated amount when Unpaid Leave results in fewer than 10 regularly scheduled paid days in a month. This adjustment will be made to the annual allocation in the year following the Unpaid Leave.
- C. Time Excluded from Allocated Amount Determination: Time worked beyond those set forth in the letter of appointment or individual contract shall not be used to determine paid leave allocation amount. Such excluded time may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.
- D. Limited Term: Paid leave hours are not available for use in association with limited term position(s).
- E. Adjustments upon Termination: Upon termination of employment for any reason, other than discharge;
- An employee having used more Paid Leave days than earned will have the sum equal to the Paid Leave days not earned deducted from his/her remaining pay. Deductions will be based on a proration of the annual allocated Paid Leave earned per month of employment, based upon the most recent letter of appointment, or;
 - An employee not using all available earned Paid Leave will have the earned Paid Leave days credited to his or her paid leave, including as applicable, unused paid leave payout and/or post-employment benefits.
- F. Part-time Employees: Part-time employees will receive paid leave on a pro-rated basis based upon the number of hours they are scheduled to work.

- G. Units of Allocated Paid Leave: Paid leave shall be allocated in hours to all hourly paid employees and in days for all salaried employees.

Paid Leave Use

- A. Paid leave shall be paid for any absence from work due to the:
1. Personal illness, injury or serious health condition of the employee;
 2. Serious health condition, illness or injury of an employee's: spouse, domestic partner, parent or child.
 3. Medical or dental appointments for the employee and/or spouse, domestic partner, parent or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
 4. Paid leave, for the purposes listed below, shall be referred to as "Paid Emergency Leave" and shall be limited to five (5) paid leave days per year. A year is defined as July 1 through June 30. These 5 days shall be deducted from the Paid Leave allocation and are not allocated as additional days.
 - a. Critical illness or accident among one's friends;
 - b. Bereavement;
 - c. Snowbound or impossible travel conditions;
 - d. Births in the immediate family (child born to/adopted by: spouse, domestic partner, parent or child);
 - e. Other emergencies which cannot be taken care of outside the regular work hours. Emergency is defined as a sudden or unexpected occurrence(s) demanding prompt attention.
 - f. Necessary attendance at civil functions or appearances at judicial or quasi-judicial proceedings, other than jury duty.

Leave other than that outlined may be granted at the sole discretion of the Board.

- B. Definitions: the following definitions apply under this section:
1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of "Paid Leave Use", Section 9, A (2), all definitions in this paragraph apply except for age eighteen (18).
 2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
 3. Spouse: means an employee's legal husband or wife.
 4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
 5. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.
 - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 - 1) Only one of the individuals has legal ownership of the residence.
 - 2) One or both of the individuals have one or more additional residences not shared with the other individual.

3) One of the individuals leaves the common residence with the intent to return.

C. Paid Leave Increments: Paid leave may be used in the following increments:

1. Salaried Employees: $\frac{1}{4}$ day, $\frac{1}{2}$ day, $\frac{3}{4}$ day, 1 day
2. Hourly Employees: whole minutes