

LLOYD HENRY

15<sup>TH</sup> JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO. 2025-6133

YOUNGSVILLE MUNICIPAL  
SERVICE BOARD

LAFAYETTE PARISH, LOUISIANA

WRITTEN REASONS FOR JUDGMENT

This matter came before the Court on April 13, 2026 for a review of an August 20, 2025 decision of the Youngsville Municipal Service Board affirming the termination of the plaintiff's employment as a police officer. The essential facts are undisputed. The plaintiff was injured in an off-duty automobile accident on February 7, 2023. He was paid sick leave from February 7, 2023 through November 1, 2023, when he returned to work. He worked until March 11, 2024 when he began drawing additional sick leave. His employment was subsequently terminated on September 26, 2024 on grounds that his sick leave had exceeded the maximum amount allowed by law.

The decisive issue presented is whether the Board erred in its interpretations of La.R.S. 33:2214 and Youngsville Civil Service Board Rule XII (C) (1). Questions of law are reviewed under a *de novo* standard. *Monroe Mun. Fire & Police Civ. Serv. Bd. v. Brown*, 2024-00543 (La. 9/3/25), 417 So. 3d 547.

La.R.S. 33:2214 (B)(1) of states in pertinent part:

Each employec of the police departments of the municipalities covered by this Subpart ... shall be entitled to and given with full pay a sick leave aggregating not less than fifty-two weeks during any calendar year when the conditions actually warrant.

The Board based its decision on the conclusion that the plaintiff was entitled to no more than fifty-two weeks of sick leave "for a single injury or cause" despite the absence of that limiting language in the statute. It was suggested during oral arguments that this interpretation is justified by the inclusion of the term "aggregating" in the statute. The defense argued that aggregating refers to the total amount of sick leave attributable to a single injury or cause even if, as in this case, the leave was taken during more than one calendar year.

It is well-settled that "[c]ourts should give effect to all parts of a statute and should not give a statute an interpretation that makes any part superfluous or meaningless, if that result can be avoided." *Richard v. Hall*, 2003-1488 (La. 4/23/04), 874 So. 2d 131, 149. In addition, "[t]he words of a law must be given their generally prevailing meaning." La.C.C. art. 11. The generally prevailing meaning of "calendar year" is January 1 through December 31, not twelve months aggregated over multiple years. A more reasonable interpretation of the statute, which gives

meaning to the terms “aggregating” and “during any calendar year” is that when sick leave is taken as a result of more than one cause, the aggregate amount of sick leave cannot exceed fifty-two weeks in any given calendar year.

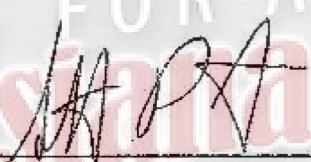
This view is supported by the language of Youngsville Civil Service Board Rule XII (C) (1), which states in pertinent part:

Each employee shall receive such sick leave on his/her date of hire and thereafter annually on January 1 of said year.

Although the word “annually” can be used to refer to any twelve-month period, the rule specifies that sick leave is received on January 1 of each year after the employee’s date of hire. Moreover, Table 2, which appears below Paragraph (C)(1), clearly states that police officers are entitled to 52 weeks of sick leave per year.

It was suggested during oral arguments, that the Court’s interpretation of the statute could lead to absurd results. However, that is an argument that should be addressed to the authors of the statute and the civil service rule implementing it. This Court’s mandate is to determine whether the Board’s decision to terminate the plaintiff’s employment was “made in good faith and for cause ...” La.R.S. 33:2501(E)(3). Even if the Board was in good faith notwithstanding the evidence of disparate treatment in the record, the Court finds that the plaintiff’s termination based on an erroneous interpretation of the law was not “for cause” within the meaning of the statute. The decision of the Board will, therefore, be reversed, and this matter will be remanded for further proceedings.

Crowley, Louisiana this 14<sup>th</sup> day of April, 2026.

  
SCOTT J. PRIVAT  
DISTRICT JUDGE

STATE OF LOUISIANA PARISH OF LAFAYETTE

I HEREBY CERTIFY THAT A CERTIFIED COPY  
OF THIS ORDER HAS BEEN  
MAILED/SERVED ON ALL PARTIES THIS  
April 14, 2026

  
DEPUTY CLERK OF COURT

cc: JOSEPH BECK  
MICHAEL CORRY  
DANIEL LANDRY