

VOLUNTARY LABOR ARBITRATION TRIBUNAL
Before George T. Roumell, Jr., Arbitrator

*In the Matter of the
Arbitration Between:*

CITY OF DETROIT (EMS/FIRE
DEPARTMENT

████████████████████ / Discharge
Gr. No. 16-17

-and-

DETROIT FIRE FIGHTERS ASSOCIATION,
LOCAL 344

ARBITRATOR'S OPINION AND AWARD

APPEARANCES:

FOR CITY OF DETROIT:

Lakena Crespo, Assistant Corporation Counsel
Sydney Zack, 2nd Deputy Fire Commissioner
Reginald Jenkins, Labor Relations Administrator
Chief Robert Distelrath
Lieutenant Dean Tonti
EFC Eric Jones
Cynthia Patrick

FOR DETROIT FIRE FIGHTERS ASSN:

Christopher Legghio, DFFA Counsel
Megan Boelstler, DFFA Counsel
William Harp, DFFA Vice President

The Charge, Discharge and Grievance

On May 31, 2017, Chief Robert Distelrath, Chief of the Detroit Fire Department, notified Fire Engine Operator ██████████ of the Fire Operations Division of the Detroit Fire Department of the following Charge:

CHARGE: 11.2 Violation of the substance abuse policy (Article 27
of the contract.

SPECIFICATION:

On May 16, 2017 FEO ██████████ tested positive for Marijuana after being involved in a moving vehicle accident.

FEO [REDACTED] was notified of the opportunity to respond to the Charge on or about June 6, 2017. FEO [REDACTED] appeared before Deputy Fire Commission Fornell to answer to the charges and was found guilty with a recommended penalty of termination. FEO [REDACTED] elected to appeal to a preliminary hearing before Executive Fire Commissioner Eric Jones. FEO [REDACTED] had such a meeting on June 16, 2017 where FEO [REDACTED] was found guilty with a recommended penalty of termination.

By certified letter dated June 21, 2017, FEO [REDACTED] was notified of his discharge by Executive Fire Commissioner Jones as follows:

You are hereby notified that you have been discharged from City of Detroit employment effective June 6, 2017 for the following reason(s):

General Rule 11.2 - Found guilty of repeated violations of department general rules and policy directives, or any other course of conduct indicating that a member has little or no regard for his or her responsibility as a member of the Detroit Fire Department. Specifically, in violation of the substance abuse policy (Article 27 of the contract).

Even before the official notice of discharge, but following the statement made by Executive Fire Commissioner Jones at the June 16, 2017 preliminary hearing that FEO [REDACTED] was to be terminated, the following grievance was filed on June 16, 2017 on behalf of FEO [REDACTED]:

DFFA grieves the 06/16/2017 unjust discharge of F.E.O. [REDACTED]. This discipline is discriminatory and lacks just cause.

Among other provisions of the CBA (DFFA I), this discipline violates Article 1.D. and Article 10.A.

The Department's answer was presented as follows on June 16, 2017 denying the grievance:

Please accept this correspondence in response to the above referenced grievance. The statement of the grievance is as follows:

DFFA grieves the 06/16/2017 unjust discharge of FEO [REDACTED], Jr. This discipline is discriminatory and lacks just cause.

Among other provisions of the CBA (DFFA I), this discipline violates

Article 1.D. and Article 10.A.

Desired Remedy of Grievance:

That DFD vacate [REDACTED] discipline and reinstate [REDACTED].

The Department denies this grievance on the basis that FEO [REDACTED] got into a vehicle accident while driving Department apparatus and tested positive for marijuana.

Please contact me directly to discuss any further particulars of this grievance.

On June 16, 2017, President Michael Nevin appealed the matter to expedited arbitration under Article 10.F. A hearing was conducted and because of the complexities of the issues due to issues surrounding the application of the Michigan Medical Marijuana Act, this Arbitrator, with permission of the parties, elected to have the parties file post-hearing memoranda and be permitted to take the extra time necessary to carefully analyze the entire situation because in the opinion of this Arbitrator, this was not a routine discharge.

The Accident

FEO [REDACTED] on May 16, 2017 at 1950 hours, as part of his job duties, was driving Engine 34, a large Fire Department rig. There are three memos in the file signed by Officers of the Department explaining what occurred at that time. These memos read:

To: Chief of Department
Subject: Accident

Sir, on 5-16-17 at 19:50hrs. while responding to Incident # [REDACTED] Cabot, E-34 was involved in a non-injury accident. While traveling west on McGraw in the left travel lane at Ogden with warning lights and siren on, a black vehicle (plate BAP 0222) came to a sudden stop in front of us in travel lane, E-34 was unable to come to a complete stop and struck vehicle. No injuries to FF personnel or civilians, no damage to E-34. FEO [REDACTED] did a great job keeping rig under control and avoiding traffic that yielded to right and oncoming traffic.

Submitted by: Lt. Dean Tonti

Approved and forwarded by:
James Johnson A/C-2

* * *

To: Chief of Department
Subject: Accident

Sir, on 5-16-17 at approx 19:50hrs. while responding to Incident # [REDACTED] Cabot, E-34, with lights and sirens activated, traveling below posted speed limits was involved in a non-injury accident. After clearing the intersection of Lonyo and McGraw the civilian vehicle in front of us, after being passed on the left by an ambulance responding to the same run, immediately stopped in front of our rig. I applied full pressure to the brakes fully expecting the rig to stop in the allotted space. Central office, Detroit Police, repair shop and Chief 2 were notified and responded to the scene. After inspection of the rig, emergency repairman Illitch informed me the brakes were indeed in need of an adjustment which he performed on scene.

Submitted by: FEO [REDACTED]

Approved and forwarded by:
SR-LT Dean Tonti
James Johnson A/C-2

* * *

Subject: Rig Involved Accident
To: SENIOR CHIEF, Chief 2, COD

DEAR SIR, while responding to a medical call on the above date and time Engine 34 was involved in an accident. Engine 34 was traveling west bound McGraw between Renville and Ogden with lights and sirens when I noticed from the rear belted passenger side seat that a black in color Chevy vehicle bearing MI registration HAP 0222 stopped abruptly in front of Engine 34 in the travel lane. The Black Chevy vehicle was in the left lane of travel for west bound McGraw. It was at that time Engine 34 FEO applied the brakes while sounding the air horn and our rig made contact with the black Chevy vehicle. It should also be said that the other lanes of travel were occupied by other vehicles making it impossible for engine 34 to change lanes and avoid the collision. Nothing further at this time.

Respectfully,
Christopher Kish FF ENGINE 34

APPROVED AND FORWARDED,

Dean Tonti SR LT Engine 34
James Johnson CHIEF 2nd BATT.

The first two memos are of particular interest: "FEO [REDACTED] did a great job keeping rig under control and avoiding traffic that yielded to right and oncoming traffic". The second memo noted that a repair shop emergency repairman came to the scene and informed, among others, Senior Lieutenant Dean Tonti that "the brakes were indeed in need of an adjustment which he performed on scene". This statement in the contents of this dispute caught this Arbitrator's attention and will be discussed further in this Opinion.

The Test

Following the accident, FEO [REDACTED] was conveyed to Concentra for an alcohol and urine drug test. There was no alcohol in his system. The evidence suggests that there was a proper chain of custody of the urine sample furnished by FEO [REDACTED]; that the Specimen Result Certificate indicated that it was a non-DOT regulation test. The results were certified by a medical review officer on May 22, 2017 as follows:

Drugs Tested:			
Drug Name	Result	Screening Cutoff	Confirmation Cutoff
Marijuana	Positive	50	15
Cocaine	Negative	300	150
Amphetamines	Negative	1000	500
Opiates	Negative	2000	2000
PCP	Negative	25	25
Barbiturates	Negative	300	300
Benzodiazepines	Negative	300	300
Ecstasy	Negative	500	250

As noted, all the final results showed was a positive test for marijuana with no details.

The Contract

There are three applicable provisions of the 2014-2019 contract between these parties.

Article 3, "Management Rights", Sections C and D provide:

- C. The Department reserves the right to discipline, discharge, demote, and/or suspend Employees for just cause. The Department reserves the right to layoff Employees for lack of work or funds or the occurrence of conditions beyond the control of the Department or when such continuation would be wasteful and unproductive.
- D. The City shall also have the right to maintain discipline and efficiency among Employees; to establish work rules and rules of conduct; to fix and determine the penalties for the violation of such rules, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

Article 10.F.2 reads:

- F. Expedited Arbitration. To the extent that a dispute regarding a suspension of more than twenty-four (24) hours or the discharge of an Employee cannot be resolved through the Preliminary Hearing or mediation (if applicable), an Employee will have the right to appeal the disciplinary action to expedited arbitration. The Employee must appeal the case to arbitration by providing written notice to the Department within three (3) days of the date of the Preliminary Hearing, and the arbitration hearing must be held within forty-five (45) days of the date the appeal was filed by the Employee, so long as an arbitrator on the panel has availability within a forty-five (45) day period.

* * *

- 2. The arbitrator will issue his/her decision in writing within seven (7) calendar days of the hearing. The arbitrator's decision will be limited to determining whether the Employee committed the offense or infraction which precipitated the disciplinary action. The arbitrator will have no authority to reduce or mitigate disciplinary penalties.

Article 27 reads:

27. SUBSTANCE ABUSE

Employees subject to this Agreement will be subject to substance abuse testing in accordance with policies and procedures implemented by the Department. Such policies and procedures will not be changed without

providing advance notice to the Association. The penalty for testing positive for any illegal drug will be discharge. Although not obligated to do so, the Executive Fire Commissioner may offer any Employee who violates a Substance Abuse Policy a Last Chance Agreement, in lieu of discharge.

Background

██████████ was hired by the Detroit Fire Department as a Fire Fighter in January 1999. On October 27, 2007, after being suspended for 29 days, he was discharged by the Department and later reinstated by a Last Chance Agreement signed on February 12, 2009 whereby ██████████ ██████████ was to participate in “a substance abuse (drug) and/or alcohol treatment rehabilitation program”. Mr. ██████████ maintained that he had an alcohol problem and had entered Brighton for an in-house rehabilitation program. The Department maintains that he also at the time had used cocaine. By February 12, 2014, ██████████ was released from the Last Chance Agreement, having completed its terms. By that time, although he had been demoted to a Fire Fighter, he was returned to his rank as Fire Fighter Driver.

FEO ██████████ testified that he was diagnosed with a form of cancer in 2010 that required surgery and chemotherapy. As a result of the chemotherapy, it was recommended to him by a physician that as part of his treatment and control of his pain that he partake in medical marijuana. FEO ██████████ thereupon obtained, under the direction of the physician, a medical marijuana card under the Michigan Medical Marijuana Act and began using marijuana.

Upon doing so, in 2010 FEO ██████████ contacted Yolanda Carver of Risk Management and advised her that he had a Michigan marijuana card. At that time, he was apparently driving Fire Department equipment.

FEO ██████████ described undergoing three drug screens where he tested positive because he was using medical marijuana in 2012 and 2013. Following the third test on February 22, 2014,

he was advised by 2nd Deputy Commissioner Sydney Zack that he would be suspended because he tested positive. FEO [REDACTED] suggested that two days later he was contacted by HR Medical Division who advised that they had no record of the medical marijuana card. FEO [REDACTED] furnished a copy of the card to the HR Medical Division at which time he was recalled and placed on light duty in the "office" doing filing. Within two days, he ended up first in supply sweeping and mopping as well as doing the same in the repair shop on light duty, having been removed from driving a Fire Department rig.

At some point in 2014, FEO [REDACTED] had a meeting with his Union representative, Brandy Richmond, of HR and 2nd Deputy Commissioner Zack to discuss the situation. The testimony of 2nd Deputy Commissioner Zack and FEO [REDACTED] testifying in 2017 about a meeting in 2014 had some variance. Both agree that there was a discussion about the availability to FEO [REDACTED] to take leave under the Family Medical Leave Act to address his medical issues. FEO [REDACTED] described this discussion as being advised that he could take FMLA in four hour blocks if he needed to. 2nd Deputy Commissioner Zack suggested that there was a period of time following the meeting in 2014 that FEO [REDACTED] went on an unpaid leave of absence.

In any event, there came a point when FEO [REDACTED] ended up as an FEO driving rig 34. As far as the use of medical marijuana, FEO [REDACTED] indicated he was doing so and does so currently under the direction of a physician as well as being treated by another physician at the Karmonos Cancer Institute. FEO [REDACTED] explained that he was advised to stop using any marijuana 10 hours before reporting to work which he maintains he follows.

The accident occurred on May 16 at about 1950 in the evening. As pointed out, FEO [REDACTED] was taken for a drug screen and tested positive without any specific details being given

except the statement he tested positive for marijuana.

The testimony was somewhat interesting as to the description of meeting with Deputy Commissioner Fornell who he claimed found him guilty of Rule 5 concerning the accident, but there was no paperwork that was presented to this Arbitrator suggesting that he was charged with any fault as to the accident. FEO █████ suggested that Fornell gave him a written reprimand for the accident which FEO █████ did not appeal. When FEO █████ met with Executive Commissioner Jones, █████ maintains that Jones asked him one question, namely, whether he had been on a last chance agreement, which █████ replied he had. According to █████, his Union had told him that Jones prior to the meeting had made up his mind and that when Jones heard the acknowledgment that █████ had been on a last chance agreement, Jones began to leave. At that point █████ told Jones that he took his sobriety seriously. No mention was made of the medical marijuana card at the time by █████. However, on cross-examination, Executive Commissioner Jones acknowledged that he had been told that FEO █████ did have a medical marijuana card.

Discussion

The discussion begins with an analysis of the contract language. It is noted that the contract involved covered the period 2014-2019 and does contain provisions that are somewhat different than in previous contracts. Section 3.C recognizes that the standard for discharge is just cause. Section 3.D recognizes the City's right to make rules and to fix penalties for the violation of such rules, subject to the right of the Union to grieve the interpretation and application of the provisions.

Sydney Zack testified that prior to 2008 the Department did give last chance agreements in regard to apparently drug and alcohol use. The 2014-2019 contract addresses a revision of this

policy. It is noted that Article 10.F.2 has an interesting new provision that does provide that the arbitrator's decision will be limited to determining whether the employee committed the offense or infraction which precipitated the disciplinary action. The arbitrator has no authority to reduce or mitigate disciplinary penalties. So, the interesting proposition is the parties have adopted a just cause standard, namely, whether the actions of the Employer were reasonable under the circumstances, given the type of employment involved. *Riley Stoker Corp.*, 7 LA 764, 767 (Platt, 1947). Usually, this includes the arbitrator's right to modify penalties if the penalties are beyond the range of reasonableness. Here, the parties have limited this aspect of just cause by contract. And, by contract, this Arbitrator cannot add to or subtract from the contract.

In regard to last chance agreements, by contract Article 27 provides that the Executive Fire Commissioner may offer an employee a last chance agreement in lieu of discharge for substance abuse, but is not obligated to do so. Article 27 also provides that "the penalty for testing positive for any illegal drug will be discharge".

What this means is any reference to the fact that on previous occasions for other employees last chance agreements were offered is of no relevance.

This brings this Arbitrator to the drug policy of the Department which this Arbitrator notes that in hearing a case in 2017 he is faced with a policy that was adopted on June 30, 1999 with the last revision on February 5, 2003 or is 14 years old. During that period, the Michigan Medical Marijuana Act was enacted in 2008. However, this Arbitrator does note that the City of Detroit did issue an Employment Impact of Michigan Medical Marijuana Act noting that the Michigan Act does not make marijuana legal and that its policy applies to all City of Detroit departments and that the policy must be viewed in conjunction with US Dot Rules and

Regulations as well as the City of Detroit Controlled Substance and Alcohol Testing Policy. The City-wide policy also provides that, "therefore, the enactment of the MMA does not override existing policies concerning 'driving while impaired or yielding positive test results post-accident including the operation of city vehicles or private vehicle while conducting city businesses'".

Now, examine the Department's current policy. Article 6 is entitled "Testing of Employees". Section 6.2 provides:

6.2 All Tenured Employees

The Fire Commissioner shall have authorize testing for the presence of controlled substances an/or alcohol in the following situations:

* * *

- B) When the driver of any Department Apparatus vehicle or equipment is involved in an accident where there is a fatality, or someone is injured, or if the employee can not be ruled out as a contributor to the accident.

(Emphasis supplied by Arbitrator.)

In this situation, the term "contributor" is indeed vague. Not only did Lieutenant Tonti refer to FEO [REDACTED] doing "a great job", Lieutenant Tonti in the second memorandum after FEO [REDACTED] wrote "I applied full pressure to the brakes fully expecting the brakes to stop in the allotted space", agrees that the emergency repairman Illitch came to the scene and determined that the brakes needed adjustment which was performed on the scene. The question this Arbitrator asks is, how did [REDACTED] contribute to an accident when he did everything he was expected to do and the accident occurred because of faulty equipment provided by the Department, as established on the scene? Now, this means that by the Department's own rules there was no authorization for testing of a controlled substance and by Lieutenant Tonti's memorandum concerning the reaction of FEO [REDACTED] there was not even probable cause. Let's assume for a

moment that the readers of this Opinion believe the Arbitrator is misinterpreting the rule against the facts and noting that for some unexplained reason the testimony about Fornell is not supported by the paperwork. The fact is, after 2014, the Department knew that [REDACTED] had a medical marijuana card and the City actually knew in 2010. Even if there is some dispute of whether there was an unpaid leave of absence at some point after 2014, the Department, whether inadvertently or not, was permitting FEO [REDACTED] to continue as an FEO driving Engine 34 using marijuana pursuant to a medical marijuana card.

Assume that this Arbitrator's reading of 6.2.B in these particular circumstances is incorrect, there is another principle in applying just cause, namely, there is overwhelming authority that under a just cause standard, namely, whether the employer's action is reasonable, not whether the arbitrator is reducing the penalty, employees are entitled to know what is expected of them and what actions will follow if they fail to meet expectations. *See, e.g.,* T.J. St. Antoine, ed., The Common Law of the Workplace (Nat'l Acad. of Arbitrators/BNA 1998) §6.17, comment a (generally "employees are entitled to know what is expected of them in the workplace and "what action will befall them" if they fail to meet expectations) and E. Goggin and A. Rubin, eds., Elkouri & Elkouri, How Arbitration Works (5th ed., 1999 supp.) 152 (an "employee must receive clear notice" of "what the employer expects").

It could be argued that the principle just announced is not applicable here in any event because Article 27 does provide "the penalty for testing positive for any illegal drug will be discharge". Then, too, the policy in 9.1, "Disciplinary Guidelines" provides: "For employees represented by the Detroit Fire Fighters Association (DFFA) see Exhibit IX of the 1998-2001 Master Agreement ...". This Master Agreement was not presented to this Arbitrator. It is not

clear whether Article 27 was in existence at the time. Nevertheless, Article 27 does announce the penalty. However, this Arbitrator goes back to the proposition that the first sentence of Article 27, "Employees subject to this Agreement will be subject to substance abuse testing in accordance with policies and procedures implemented by the Department". Again, the language of what might be an archaic policy that needs revision in these circumstances might not meet the first condition of Article 27 for the reasons already observed by this Arbitrator. Again, assuming this Arbitrator is wrong in his analysis of 6.2.B as applied to these circumstances, and even assuming that the argument made by Counsel for the Union is incorrect about notice, there is another just cause principle unrelated to the remedy which Counsel at page 4 of his brief writes:

Even if there had been a City rule prohibiting medical marijuana use, City laxity would preclude the rule's enforcement now. See (1) N. Brand, ed., *Discipline and Discharge in Arbitration* (BNA 1988) 394-395 ("Lax enforcement of rules may lead employees to reasonably believe that the conduct in question is sanctioned by management"); (2) *Elkouri* at 993 (even where conduct "is obviously improper," the fact that management has failed to impose discipline in the past can be a signal that unacceptable behavior will be tolerated"); and (3) A.M. Koven and S.L. Smith, *Just Cause-The Seven Tests* (2nd ed., rev., BNA 1992) ("even a written rule covering certain misconduct may not be enforceable if management has knowingly let violations go unpunished, thereby giving employees a kind of 'negative notice' that such misconduct is acceptable").

Now, observe – though Counsel argues that the City accommodated FEO [REDACTED] medical circumstances for seven years, this Arbitrator disagrees for, by 2014, 2nd Deputy Commissioner Zack raised the question. But, then, and the evidence is scant, for this Arbitrator not only relied on the notes but re-listened to the entire recording of the hearing, by at least 2017, if not earlier, the Department was permitting FEO [REDACTED] to drive a Department rig knowing he had a medical marijuana card and knowing that it was related to cancer treatment. It may not have been a long time that FEO [REDACTED] was permitted to drive with a medical marijuana card, but the record

suggests that it was more than a few months and upwards to a year or two, depending how one measures from the 2014 meeting with HR, Zack, [REDACTED] and his Union representative and what happened thereafter on an unclear record.

When this Arbitrator is faced with such a record and ambiguous policy on which the Department relied on to terminate FEO [REDACTED], not enforced against FEO [REDACTED], because the Department knew he was on a medical marijuana card and was using medical marijuana for cancer treatment. This was a case of lax enforcement after 2014, giving the impression to FEO [REDACTED] that his conduct was sanctioned. This goes back to the definition of just cause – what is reasonable under the circumstances. In coming to this conclusion, this Arbitrator has determined within the meaning of Article 10.F.2 that the employee did not commit the offense or infraction which precipitated the disciplinary action because of the Department's lax enforcement as to FEO [REDACTED] due to his particular circumstances.

This brings up another point. Eric Jones became Executive Fire Commissioner 23 months ago as of the hearing in September 2017. The impression this Arbitrator has received after hearing Commissioner Jones testify on more than one occasion is he is a fair individual as, for example, he has permitted others to have last chance agreements. He also expects compliance with the rules and regulations of the Department. Commissioner Jones testified that he held meetings with employees in the Department announcing a change in policy concerning drugs and alcohol and that the use would not be tolerated; that whether the employee was impaired or not by virtue of the use would not make any difference in disciplining for such use. There were meetings conducted announcing the policy. However, Commissioner Jones acknowledged that he did not know whether FEO [REDACTED] was at any of these meetings nor was

there proof that he was at any of these meetings. Commissioner Jones also acknowledged that he did not post notice of the changed policy on the bulletin board nor was there proof that such notice was posted. If the notice had been posted, then the results here could well be different.

In reaching this result, consistent with the observations that caused this Arbitrator to ask that this matter be briefed, the Michigan Medical Marijuana Act, MCL 333.26427, §7.A(7)(c)(2) provides that “nothing in this Act shall be construed to require any of the following: An employer to accommodate the ingestion of marijuana in any work place or any employee working while under the influence of marijuana.” Second, Michigan Compiled Laws §27.6251(1) limits persons from operating a vehicle while intoxicated which defines intoxication as being under the influence of “a controlled substance”. However, without defining what being under the influence of marijuana the Michigan Supreme Court recognized that the consumption of medical marijuana does not necessarily mean that the person is under the influence while operating a vehicle, although not defining the level that would establish being under the influence. *People v. Koon*, 494 Mich 1, 6-7 (2013).

Indeed, this has been a most complicated case and of particular concern to the new administration of the Department. If there was evidence that FEO [REDACTED] was a contributor to the accident, then perhaps this Arbitrator’s discussion of the lack of predicate for the test would be for naught. But, even if for naught, there was the lax enforcement as to FEO [REDACTED]. And if there is going to be a new standard, particularly as applied to individuals such as FEO [REDACTED], it should be clearly communicated, particularly when the Department knew that FEO [REDACTED] had a medical marijuana card and was using it in connection with cancer.

If this Arbitrator had been convinced that FEO [REDACTED] was under the influence of

marijuana, particularly if the medical review officer had given a more complete report, which he did not, so that *People v. Koon* could not be considered or if it was obvious that FEO [REDACTED] was acting as if under the influence instead of doing “a great job” keeping the rig under control, then the results here could be different. Or if the changed rule would have been communicated to FEO [REDACTED] directly or if he in fact had not been permitted to drive rigs, then the results here could have been different.

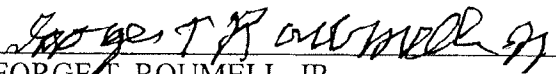
So that this Arbitrator is clear, for the reasons outlined above, regardless of whether this Arbitrator is right or wrong about whether there was even a basis to test within the meaning of Policy 6.2B and Article 10.F.2, FEO [REDACTED] did not commit the offense or infraction to precipitate the discipline action because, to repeat, in the final analysis it was lax enforcement as to FEO [REDACTED] specific circumstances known to the Department and no showing that under State law he could not drive. It may be that if the new administration wishes to change or clarify its policy concerning aspects of medical marijuana, then it is time to revise the rules.

It is based upon this analysis in a very difficult case that this Arbitrator will sustain the grievance and return FEO [REDACTED] to full duty as an FEO with full seniority and with all back pay and benefits less monies earned from other sources while terminated and less monies received from workers' unemployment compensation if he is obligated to return said monies to the State of Michigan.

A W A R D

The grievance of [REDACTED] is granted in full and he shall be returned to full duty with full seniority in the Detroit Fire Department as an FEO with full back pay and benefits less

monies earned from other employment for which he would not otherwise have worked but for his termination, and less unemployment compensation received if he is required to return said monies to the State of Michigan.


GEORGE T. ROUMELL, JR.
Arbitrator

November 29, 2017