

**AMERICAN ARBITRATION ASSOCIATION**

***In the Matter of Arbitration Between:***

**FRATERNAL ORDER OF POLICE,  
LODGE #5**

**and**

**CITY OF PHILADELPHIA**

**AAA Case #01-23-0005-9403  
(Gr: D/S Mikki Baker Discharge)**

**Walt De Treux, Arbitrator**

*Hearing Dates: 9/3/25, 11/5/25*

*Briefs Received: 1/26/26*

*Decision Date: 2/24/26*

**Appearances:** For the FOP – Jesse Bernstein, Esq., *WILLIG WILLIAMS & DAVIDSON*  
For the City – Megan R. Malone, Esq., *DEPUTY CITY SOLICITOR*

**Introduction and Statement of Relevant Facts**

Mikki Baker served as a Deputy Sheriff for the City of Philadelphia for more than 10 years. Most recently, she worked the overnight shift at Family Court. [REDACTED]

[REDACTED], she applied for and was granted intermittent FMLA leave.

On [REDACTED], Capt. W [REDACTED] H [REDACTED] instructed D/S Baker to complete an incident report. She did not complete the report because she had already given a verbal report and was not required to submit a written report in the past. She told Captain H [REDACTED] to put his request in writing and stated that she wanted a FOP representative present. On [REDACTED], Capt. H [REDACTED] submitted a Statement of Charges Filed and Action Taken, charging D/S Baker with Insubordination for refusal to follow orders and Negligence of Duty for failing to submit the report.

On [REDACTED], Lt. W [REDACTED] P [REDACTED] entered the Family Court building at the start of his daytime shift. He asked D/S Baker for a report of any activity on her overnight

shift. She turned and walked away from the lieutenant. When he asked again, she told him he could not talk to her without a union representative present. Lt. P [REDACTED] submitted a Statement of Charges Filed and Action Taken, charging her with refusal to obey orders and failure to comply with Sheriff's orders, directives, policies, memorandum.

On [REDACTED], Sgt. A [REDACTED] D [REDACTED] informed D/S Baker early in her shift that she would have to rotate from the back desk to the front desk for the second half of her shift. D/S Baker responded, "I ain't doing that." She advised the sergeant that she was "leaving FMLA" due to [REDACTED]. She left the building and went home. Sgt. D [REDACTED] submitted a Statement of Charges and Action Taken, charging D/S Baker with refusal to obey orders and reporting off sick in response to an assignment.

On [REDACTED], Lt. Pouyes instructed D/S Baker and the other deputy on the overnight shift that they would alternate posts and conduct three tours per deputy. D/S Baker did not log her tours in the logbook as instructed. On [REDACTED], Lt. P [REDACTED] gave similar instructions. D/S Baker objected to the assignment and said, "I'm out. FMLA." She left the building and went home. Lt. P [REDACTED] submitted a Statement of Charges Filed and Action Taken, charging her with demonstrating little or no regard for her responsibilities, refusal to obey orders, reporting off sick in response to an assignment, failure to patrol, and failure to respond to an assignment.

On [REDACTED], Sgt. D [REDACTED] instructed D/S Baker to return to her assignment at the back door of the main lobby and to conduct her scheduled tour of the building. She refused and began recording the sergeant on her cell phone. She placed calls to a lieutenant supervising the Criminal Justice Center and approached a Captain when he

reported for his daytime shift. Toward the end of her shift, the sergeant again instructed D/S Baker to return to the back door post. She again refused, started recording him, and called the CJC lieutenant. Sgt. D [REDACTED] submitted a Statement of Charges Filed and Action Taken, charging D/S Baker with Conduct Unbecoming a Deputy Sheriff, Insubordination, and Neglect of Duty.

During this same time frame, D/S Baker filed several complaints with Human Resources against her supervisors. Prior to [REDACTED], she filed a complaint against her supervisors, alleging that they harassed and retaliated against her after she complained about the distribution of overtime. On [REDACTED], she reported to HR that Capt. H [REDACTED] informed several supervisors that she was filing complaints against them for failure to supervise. On November 7, 2023, she alleged that Capt. Hans “refuse[d] to effectively supervise...caus[ing] safety and security concerns.” On November 14, 2023, she asserted that Lt. P [REDACTED] denied her union representation when issuing “a write up.” On [REDACTED] she alleged “ongoing harassment and relentless retaliation” from Lt. P [REDACTED]. On [REDACTED], she filed a lengthy complaint detailing several incidents of alleged “bullying, intimidation, harassment, including sexual, and retaliation” against several supervisors. The following day, she supplemented that complaint with an additional allegation regarding denial of her paid break time. She indicated that she would record “all work related encounters” with her supervisors. On [REDACTED] she added lengthy allegations against Sgt. D [REDACTED] and Lt. P [REDACTED]. She claimed that the “relentless attacks...cause me great distress and triggers [REDACTED]”

After D/S Baker filed her complaint on [REDACTED] Capt. S [REDACTED] C [REDACTED] had her transported to Jefferson Hospital [REDACTED]

[REDACTED]

Undersheriff Tariq Karim El-Shabazz, responsible for reviewing discipline recommendations from supervisors and recommending discipline to the Sheriff, received complaints from the command staff about D/S Baker. After his review of the Statements of Charges Filed and Action Taken and a discussion with the supervisors involved, he recommended that the Sheriff take direct action to terminate D/S Baker's employment.

On December 19, 2023, the Sheriff's Office issued a Notice of Suspension Without Pay for all the incidents listed in the charging statements. On the same day, it issued a Notice of Intent To Dismiss for those incidents. On January 9, 2024, the Sheriff's Office issued a Notice of Dismissal for the [REDACTED] incidents. It issued a separate Notice of Dismissal for the [REDACTED] incident.

D/S Baker timely grieved her termination. The parties did not resolve the grievance through the contractual steps and referred the matter to arbitration. At hearings held on September 3, 2025 and November 5, 2025, the parties had a full and fair opportunity to present documentary and other evidence, examine and cross-examine witnesses, and offer argument in support of their respective positions. The parties filed post-hearing briefs and submitted the matter to the Arbitrator for a decision.

## Issue

*Did the City of Philadelphia Sheriff's Office have just cause to discharge Grievant Mikki Baker? If not, what shall be the remedy?*

## Analysis and Decision

Grievant's supervisors submitted several Statements of Charges Filed and Action Taken alleging that Grievant was insubordinate, refused to man her post and rotate posts, and left work when she did not like her assignment. Around the same time, Grievant filed numerous complaints against the same supervisors who filed charges against her. Grievant generally denied the charges against her or alleged that she had safety concerns with fulfilling her assignment, e.g., she did not want to work the back desk because cameras did not cover the area. The supervisors testified that they were either unaware or did not know the details of the complaints Grievant filed against them.

Grievant sent Interim HR Manager S [REDACTED] [REDACTED] her complaints. Email exchanges suggest that [REDACTED] did at least some investigation of the complaints. Capt. C [REDACTED] also addressed a few of her complaints, but she noted in a [REDACTED] [REDACTED] email, "...due to your concern about unfair, unsafe working conditions targeting workplace harassment and retaliation for reporting the misconduct of another, I am obligated to transfer this concern to the Sheriff's Office Internal Affairs Unit as per Directive 55." The record evidence does not indicate whether Internal Affairs conducted its own investigation.

Undersheriff El-Shabazz testified that he assumed responsibility for Grievant's discipline, rather than allow the command staff to first address it, because Grievant was involved in a series of events over a short period of time. Strikingly, El-Shabazz testified that he did not know Grievant had filed numerous complaints against the same supervisors who were bringing charges against her. He learned of the complaints after Grievant's termination and in connection to ongoing litigation. He concedes that Grievant's complaints would have been relevant to his consideration of the disciplinary charges. The Undersheriff offered that he probably would have halted the disciplinary investigation to investigate her complaints.

Article XXXI of the parties' collective bargaining agreement requires a hearing before the imposition of discipline. It reads,

"Each employee shall receive a hearing before disciplinary action is taken unless in the judgment of the Sheriff or Register of Wills, the employee poses a threat to self or others as in cases of major offenses such as theft, possession or use of drugs and/or alcohol, gross insubordination, etc."

Undersheriff El-Shabazz attributed the lack of a pre-termination hearing to Grievant allegedly not cooperating in the investigation. He faulted Grievant for failing to request a hearing and refusing to be interviewed prior to her termination. Grievant does not have to request a hearing. The CBA requires it. The City did not present any evidence that Grievant refused an interview, other than the fact that she did not check the "I plead not guilty and request a hearing" box on the Statements of Charges Filed. Article XXXI does not condition the pre-termination hearing on Grievant's assent on the Statement of Charges form. In compliance with the CBA, the Sheriff's Office should have directed Grievant to submit to interview. Had she refused, she would have waived her right to such a hearing under the

contract. Article XXXI does not state or imply in any way that not checking a box on the charge form voids the contractual right to a pre-termination hearing.

Article XXXI provides an exception for an employee who presents a threat to self or others. Undersheriff El-Shabazz generally asserted that Grievant's refusal to follow orders and leaving her post created a danger in Family Court. He did not expressly state that he proceeded without a hearing because of any concerns with a safety threat. Nor did he explain how Grievant's alleged misconduct threatened herself or others on the overnight shift when Family Court is closed.

The Sheriff's Office terminated Grievant without a pre-termination hearing and without consideration or investigation of her complaints of supervisory harassment and retaliation. Just cause requires a fair and thorough investigation. At a minimum, a fair and thorough investigation includes an opportunity for the Grievant to be heard. Article XXXI incorporates that requirement into the parties' CBA. Grievant did not have the opportunity to be heard or the opportunity to refuse a pre-termination hearing.

Grievant's flurry of complaints against her supervisors for harassment and retaliation further complicated the disciplinary investigation in this case. Undersheriff El-Shabazz conceded that Grievant's complaints would have been relevant to his consideration and would likely have paused the disciplinary proceedings until those complaints could be investigated. For reasons unexplained, neither the command staff nor HR alerted El-Shabazz to Grievant's complaints while he considered disciplinary sanctions. Had he known of Grievant's complaints, El-Shabazz would have had to determine whether Grievant engaged in the alleged misconduct and/or whether she was a target of

harassment and retaliation from her supervisors. A fair and thorough investigation, as required by just cause, would have led the Undersheriff to a fully informed conclusion. Instead, the Sheriff's Office acted based solely on the Statements of Charges as written and the Undersheriff's conversations with the supervisors without any input from Grievant and without any consideration of her complaints. In so doing, the Sheriff's Office denied Grievant due process and her contractual right to a pre-termination hearing and violated a basic tenet of just cause.

Absent a fair and thorough investigation, including a pre-termination hearing, Grievant's discharge cannot stand. For these reasons, I find that the Sheriff's Office did not have just cause to terminate Grievant.

Notwithstanding the lack of just cause for discharge, Grievant's alleged misconduct, if proven, raises serious concerns. Grievant admits to [REDACTED] and attributes it to [REDACTED]. Her position as Deputy Sheriff obligates her to follow orders. She cannot simply abandon her post, ignore supervisory directives, and leave work when she receives an assignment she does not like. The Sheriff's Office needs assurance that Grievant will perform her duties as required. For that reason, reinstatement will be conditioned on [REDACTED] to determine if Grievant is [REDACTED] able to fulfill the requirements of her position.

### Award and Remedy

The grievance is sustained. To remedy the just cause violation, the Sheriff's Office is directed to reinstate Grievant Mikki Baker to her former position without loss of seniority as soon as practicable after issuance of this Award. As a condition of reinstatement, the Sheriff's Office can, at its option, have Grievant submit to and successfully complete [REDACTED] [REDACTED] to assess her [REDACTED] ability to perform the duties of a Deputy Sheriff. The Sheriff's Office is further directed to make Grievant whole for any losses incurred as a result of her discharge, including but not limited to, backpay and benefits from the date of her discharge through the date of her reinstatement (or, in the event she is found [REDACTED] [REDACTED], less interim earnings.

The Arbitrator shall retain jurisdiction of the case for the sole purpose of resolving any disputes over the implementation of the remedy.

*Walt De Treux*

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