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Firing the City Manager Violated USERRA.

By Captain Samuel F. Wright, JAGC, USN (Ret.)[2]

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Joseph Rheker is a Captain in the Navy Reserve and a member of the Reserve Organization of America (ROA).[3] At the end of this article, you will find a link to an article about him, published in *C&G Newspaper* on 6/17/2021.

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[1] I invite the reader's attention to www.roa.org/lawcenter. You will find more than 2200 "Law Review" articles about the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Servicemembers Civil Relief Act (SCRA), the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), the Uniformed Services Former Spouse Protection Act (USFSPA), and other laws that are especially pertinent to those who serve our country in uniform. You will also find a detailed Subject Index, to facilitate finding articles about specific topics. The Reserve Officers Association, now doing business as the Reserve Organization of America (ROA), initiated this column in 1997. I am the author of more than 2000 of the articles.

[2] BA 1973 Northwestern University, JD (law degree) 1976 University of Houston, LLM (advanced law degree) 1980 Georgetown University. I served in the Navy and Navy Reserve as a Judge Advocate General's Corps officer and retired in 2007. I am a life member of ROA. For 44 years, I have worked with volunteers around the country to reform absentee voting laws and procedures to facilitate the enfranchisement of the brave young men and women who serve our country in uniform. I have also dealt with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Veterans' Reemployment Rights Act (VRRA—the 1940 version of the federal reemployment statute) for 38 years. I developed the interest and expertise in this law during the decade (1982-92) that I worked for the United States Department of Labor (DOL) as an attorney. Together with one other DOL attorney (Susan M. Webman), I largely drafted the proposed VRRA rewrite that President George H.W. Bush presented to Congress, as his proposal, in February 1991. On 10/13/1994, President Bill Clinton signed into law USERRA, Public Law 103-353, 108 Stat. 3162. The version of USERRA that President Clinton signed in 1994 was 85% the same as the Webman-Wright draft. USERRA is codified in title 38 of the United States Code at sections 4301 through 4335 (38 U.S.C. 4301-35). I have also dealt with the VRRA and USERRA as a judge advocate in the Navy and Navy Reserve, as an attorney for the Department of Defense (DOD) organization called Employer Support of the Guard and Reserve (ESGR), as an attorney for the United States Office of Special Counsel (OSC), as an attorney in private practice, and as the Director of the Service Members Law Center (SMLC), as a full-time employee of ROA, for six years (2009-15). Please see Law Review 15052 (June 2015), concerning the accomplishments of the SMLC. My paid employment with ROA ended 5/31/2015, but I have continued the work of the SMLC as a volunteer. You can reach me by e-mail at SWright@roa.org.

[3] At its 2018 annual convention, the Reserve Officers Association amended its Constitution to make all military personnel, from E-1 through O-10, eligible for full membership. The organization also adopted a new "doing

Rheker was the City Manager of Harper Woods, Michigan (a suburb of Detroit) when the Navy called him to active duty for 13 months to assist civilian authorities in responding to the COVID-19 pandemic. He met the five conditions for reemployment under the Uniformed Services Employment and Reemployment Rights Act (USERRA).[4] Rheker returned home to the Detroit area in late May 2021, and he was on terminal leave until 6/13/2021, when he was released from active duty and reverted to the status of a part-time Navy Reserve officer. He applied for reemployment while on terminal leave. On 6/14/2021, the day after Rheker left active duty, the City Council voted 4-3 not to renew his contract, thus firing him.

In 2017, Rheker was hired by Harper Woods to serve as the Deputy City Manager. In 2018, when the long-time City Manager retired, the City Council selected Rheker to be the new City Manager and gave him a three-year contract that expired on 3/31/2021, while Rheker was on active duty. Under the contract's terms, the contract was to be automatically renewed upon expiration unless either party (Rheker or the city) gave 90 days' notice of intent not to renew. No such notice was given prior to 3/31/2021, so the contract was automatically renewed.

Even without regard to the contract, Rheker was entitled to prompt reinstatement as the City Manager.

Because Rheker met the five USERRA conditions, the city was required to reemploy him promptly "in the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, or a position of like seniority, status, and pay, the duties of which the person is qualified to perform."[5] If Rheker had not been called to the colors in 2020, there is every reason to believe that his contract would have been renewed on 3/31/2021, because his performance as City Manager had been exemplary and the city had no complaint against him other than his

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business as" name—the Reserve Organization of America. The point of the name change is to emphasize that the organization now represents and admits to membership all military personnel, from the most junior enlisted personnel to the most senior officers.

[4] USERRA is codified in title 38 of the United States Code, at sections 4301 through 4335 (38 U.S.C. 4301-35). Please see footnote 2. As I have explained in Law Review 15116 (December 2015) and many other articles, a returning service member must have left a civilian job (Federal, State, local, or private sector) to perform service in the uniformed services, as defined by USERRA, and must have given the employer prior oral or written notice. The person's cumulative period or periods of uniformed service, related to the employer relationship for which he or she seeks reemployment, must not have exceeded five years. As I have explained in Law Review 16043 (May 2016), there are nine exemptions to the five-year limit. That is, there are nine kinds of service that do not count toward exhausting the individual's five-year limit. Rheker was called to active duty involuntarily, so this 13-month period of service does not put him over the five-year limit. The individual must have been released from the period of service without having received a disqualifying bad discharge, like a punitive discharge (awarded by court martial) or an OTH (other than honorable) administrative discharge. After release from the period of service, the individual must have made a timely application for reemployment with the pre-service employer. Rheker met these conditions.

[5] 38 U.S.C. 4313(a)(2)(A). The city is required to reinstate Rheker as City Manager because there is no other city position that is of like status and pay.

13-month absence from work for Navy duty, and that absence was explicitly protected by USERRA.

Section 4331 of USERRA[6] gives the Department of Labor (DOL) the authority to promulgate regulations about the application of USERRA to State and local governments and private employers. DOL has promulgated such regulations, and they are codified in title 20 of the Code of Federal Regulations (C.F.R.), Part 1002. Two pertinent sections of the DOL regulations are as follows:

> **When is an employee entitled to be reemployed by his or her civilian employer?**
>
> The employer must promptly reemploy the employee when he or she returns from a period of service if the employee meets the Act's eligibility criteria as described in Subpart C of these regulations.[7]
>
> **How is "prompt reemployment" defined?**
>
> "Prompt reemployment" means as soon as practicable under the circumstances of each case. Absent unusual circumstances, reemployment must occur within two weeks of the employee's application for reemployment. For example, prompt reinstatement after a weekend National Guard duty generally means the next regularly scheduled working day. On the other hand, prompt reinstatement following several years of active duty may require more time, because the employer may have to reassign or give notice to another employee who occupied the returning employee's position.[8]

The fact that Rheker held the top position among city employees does not defeat his USERRA rights.

Unlike some other Federal employment laws, USERRA applies to all employees of an employer, from the janitor to the president of the company. The pertinent section of the DOL USERRA Regulations is as follows: "USERRA applies to all employees. There is no exclusion for executive, managerial, or professional employees."[9]

The fact that Rheker was on a three-year contract when he was recalled to active duty in no way detracts from his right to reemployment as the City Manager.

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[6] 38 U.S.C. 4331,
[7] 20 C.F.R. 1002.180 (bold question in original).
[8] 20 C.F.R. 1002.181 (bold question in original).
[9] 20 C.F.R. 1002.43.

As I have explained in footnote 2 and in Law Review 15067 (August 2015), among other articles, Congress enacted USERRA, and President Bill Clinton signed it on 10/13/1994. USERRA was a long-overdue update and rewrite of the Veterans' Reemployment Rights Act (VRRA), which was originally enacted in 1940.

Under the VRRA, it was necessary for the returning veteran to establish, as an eligibility criterion for reemployment, that his or her pre-service civilian employer relationship was "other than temporary."[10] Under USERRA, it is no longer necessary to prove that one's pre-service employer relationship was "other than temporary." Under USERRA, "temporary" is a very narrow affirmative defense for which the employer bears a heavy burden of proof. Section 4312(d) of USERRA provides:

> **(1)** An employer is not required to reemploy a person under this chapter if—
>
> **(A)** the employer's circumstances have so changed as to make such reemployment impossible or unreasonable;
>
> **(B)** in the case of a person entitled to reemployment under subsection (a)(3), (a)(4), or (b)(2)(B) of section 4313, such employment would impose an undue hardship on the employer; or
>
> **(C)** *the employment from which the person leaves to serve in the uniformed services is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.*
>
> **(2)** In any proceeding involving an issue of whether—
>
> **(A)** any reemployment referred to in paragraph (1) is impossible or unreasonable because of a change in an employer's circumstances,
>
> **(B)** any accommodation, training, or effort referred to in subsection (a)(3), (a)(4), or (b)(2)(B) of section 4313 would impose an undue hardship on the employer, or
>
> **(C)** *the employment referred to in paragraph (1)(C) is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period, the employer shall have the burden of proving the* impossibility or unreasonableness, undue hardship, or *the brief or nonrecurrent nature of the employment without a reasonable expectation of continuing indefinitely or for a significant period.*[11]

[10] Even if the old rule were still in effect, you would qualify. Your *employer relationship* with ERU is other than temporary, although your specific job assignment to the contract in Korea may be temporary. At a firm like ERU, some employees work for a whole career based on a series of short-term job assignments.

[11] 38 U.S.C. 4312(d) (emphasis supplied).

The pertinent section of the DOL USERRA regulation is as follows:

> **Does an employee have rights under USERRA even though he or she holds a temporary, part-time, probationary, or seasonal employment position?**
>
> USERRA rights are not diminished because an employee holds a temporary, part-time, probationary, or seasonal employment position. However, an employer is not required to reemploy an employee if the employment he or she left to serve in the uniformed services was for a brief, nonrecurrent period and there is no reasonable expectation that the employment would have continued indefinitely or for a significant period. The employer bears the burden of proving this affirmative defense.[12]

The fact that Rheker's contract was for three years, and the contractual term expired during his active-duty service, does not detract from his right to reemployment.

> **It is unlawful for the city to fire Rheker within one year after his proper reinstatement, except for cause.**

The pertinent section of USERRA is as follows:

> **(c)** A person who is reemployed by an employer under this chapter shall not be discharged from such employment, except for cause--
> **(1)** within one year after the date of such reemployment, if the person's period of service before the reemployment was more than 180 days; or
> **(2)** within 180 days after the date of such reemployment, if the person's period of service before the reemployment was more than 30 days but less than 181 days.[13]

The VRRA contained a similar provision. From the beginning, the Federal reemployment statute has had a "special protection against discharge" provision, because Congress has always recognized that employers will be tempted to make a mockery of the reemployment obligation by reinstating the returning veteran only to fire him or her shortly thereafter. USERRA made a small change in the calculation of the duration of the special protection period but did not change the underlying concept. USERRA's legislative history provides as follows concerning section 4316(c):

> Section 4315(d) [later renumbered as 4316(c)] would relate the period of special protection against discharge without cause to the length, and not the type, of military service or training. Under current law [the VRRA] there is a one-year period of special protection against discharge without cause after return from active duty and six months

[12] 20 C.F.R. 1002.41 (bold question in original).
[13] 38 U.S.C. 4316(c). This refers to section 4316(c) of title 38 of the United States Code.

protection after return from initial active duty for training. There is no explicit protection [under the VRRA] for employees returning from active duty for training or inactive duty training regardless of length. Under this provision, the protection [period] would begin only upon proper and complete reinstatement. *See O'Mara v. Peterson Sand & Gravel Co.,* 498 F.2d 896, 898 (7th Cir. 1974).

The purpose of this special protection is to ensure that the returning serviceperson has a reasonable time to regain civilian skills and to guard against a bad faith or pro forma reinstatement. As expressed in *Carter v. United States,* 407 F.2d 1238, 1244 (D.C. Cir. 1968, "cause" must meet two criteria: (1) it is reasonable to discharge employees because of certain conduct and (2) the employee had notice, expressed or fairly implied, that such conduct would be cause for discharge. The burden of proof to show that the discharge was for cause is on the employer. *See Simmons v. Didario,* 796 F. Supp. 166, 172 (E.D. Pa. 1992).

The limitation upon the duration of the period of special protection should not be considered to be a limitation upon the duration of other rights under chapter 43 [USERRA]. *See Oakley v. Louisville & Nashville Railroad Co.,* 338 U.S. 278, 284-85 (1949). Similarly, the expiration of the period of special protection does not end the protection against discrimination contained in proposed section 4311. It is to be understood, however, that good cause exists if the "escalator" principle would have eliminated a person's job or placed that person on layoff in the normal course.[14]

As I have explained in Law Review 17068 (June 2017), *The USERRA Manual* by Kathryn Piscitelli and Edward Still is the definitive reference on USERRA. In their book, they devote nine pages to section 4316(c).[15]

Two sections of the DOL USERRA Regulations address the "special protection against discharge" provision in section 4316(c), as follows:

Does USERRA provide the employee with protection against discharge?

Yes. If the employee's most recent period of service in the uniformed services was more than 30 days, he or she must not be discharged except for cause —

[14] House Committee Report, April 28, 1993, H.R. Rep. 103-65 (part 1), reprinted in Appendix D-1 of *The USERRA Manual,* by Kathryn Piscitelli and Edward Still. The three quoted paragraphs can be found on pages 821-22 of the 2021 edition of the *Manual.*

[15] *The USERRA Manual,* 2021 edition, section 6:6, pages 272-280.

(a) For 180 days after the employee's date of reemployment if his or her most recent period of uniformed service was more than 30 days but less than 181 days; or,

(b) For one year after the date of reemployment if the employee's most recent period of uniformed service was more than 180 days.[16]

What constitutes cause for discharge under USERRA?

The employee may be discharged for cause based either on conduct or, in some circumstances, because of the application of other legitimate nondiscriminatory reasons.

(a) In a discharge action based on conduct, the employer bears the burden of proving that it is reasonable to discharge the employee for the conduct in question, and that he or she had notice, which was express or can be fairly implied, that the conduct would constitute cause for discharge.

(b) If, based on the application of other legitimate nondiscriminatory reasons, the employee's job position is eliminated, or the employee is placed on layoff status, either of these situations would constitute cause for purposes of USERRA. The employer bears the burden of proving that the employee's job would have been eliminated or that he or she would have been laid off.[17]

Because Rheker was fired just one day after he left active duty, and before he ever returned to work, the firing is unlawful unless the city can *prove* (not just say) that it was for cause.

Rheker is not required to prove that the firing was motivated by his recent performance of uniformed service or his obligation to perform future service.

The Mayor and at least two City Council members have denied that the decision to fire Rheker was motivated by his membership in the Navy Reserve or his performance of uniformed service. Even if true, those denials are irrelevant. Because Rheker met the five USERRA conditions, he was entitled to reemployment as a matter of Federal law and firing him within one year after his proper reinstatement was unlawful, unless the city could prove that the discharge was for cause.

If the City Council waits a year and a day and then fires Rheker, the firing would violate section 4311 of USERRA.

Section 4311 of USERRA provides:

[16] 20 C.F.R. 1002.247 (bold question and bold "yes" in original).
[17] 20 C.F.R. 1002.248 (bold question in original).

(a) A person who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment by an employer on the basis of that membership, application for membership, performance of service, application for service, or obligation.

(b) An employer may not discriminate in employment against or take any adverse employment action against any person because such person (1) has taken an action to enforce a protection afforded any person under this chapter, (2) has testified or otherwise made a statement in or in connection with any proceeding under this chapter, (3) has assisted or otherwise participated in an investigation under this chapter, or (4) has exercised a right provided for in this chapter. The prohibition in this subsection shall apply with respect to a person regardless of whether that person has performed service in the uniformed services.

(c) An employer shall be considered to have engaged in actions prohibited—

(1) under subsection (a), if the person's membership, application for membership, service, application for service, or obligation for service in the uniformed services is *a motivating factor* in the employer's action, unless the employer can *prove* that the action would have been taken in the absence of such membership, application for membership, service, application for service, or obligation for service; or

(2) under subsection (b), if the person's (A) action to enforce a protection afforded any person under this chapter, (B) testimony or making of a statement in or in connection with any proceeding under this chapter, (C) assistance or other participation in an investigation under this chapter, or (D) exercise of a right provided for in this chapter, is *a motivating factor* in the employer's action, unless the employer can *prove* that the action would have been taken in the absence of such person's enforcement action, testimony, statement, assistance, participation, or exercise of a right.

(d) The prohibitions in subsections (a) and (b) shall apply to any position of employment, including a position that is described in section 4312(d)(1)(C) of this title.[18]

Because the one-year special protection period had not expired when the City Council fired Rheker, he is not required to prove that the decision to terminate his contract was motivated by his Navy Reserve service, but he can easily prove such motivation because of the *proximity in time* between his exercise of his USERRA rights and the City Council's action.

The relationship between USERRA, Michigan State law, and Rheker's employment contract with the city

[18] 38 U.S.C. 4311 (emphasis supplied). Please see Law Review 17016 (March 2017) for a detailed discussion of the Supreme Court and Court of Appeals caselaw under section 4311.

USERRA is *a floor and not a ceiling* on Rheker's employment rights with respect to his relationship with the City of Harper Woods. His employment contract with the city and Michigan's State law (including the Michigan common law of contracts) can give him *greater or additional rights, over and above USERRA,* but cannot take away his Federal USERRA rights. Section 4302 of USERRA provides:

> **(a)** Nothing in this chapter [USERRA] shall supersede, nullify or diminish any Federal or State law (including any local law or ordinance), contract, agreement, policy, plan, practice, or other matter that establishes a right or benefit that is more beneficial to, or is in addition to, a right or benefit provided for such person in this chapter.
>
> **(b)** This chapter supersedes any State law (including any local law or ordinance), contract, agreement, policy, plan, practice, or other matter that reduces, limits, or eliminates in any manner any right or benefit provided by this chapter, including the establishment of additional prerequisites to the exercise of any such right or the receipt of any such benefit.[19]

The pertinent section of the DOL USERRA Regulations is as follows:

> **How does USERRA relate to other laws, public and private contracts, and employer practices?**
>
> **(a)** USERRA establishes a floor, not a ceiling, for the employment and reemployment rights and benefits of those it protects. In other words, an employer may provide greater rights and benefits than USERRA requires, but no employer can refuse to provide any right or benefit guaranteed by USERRA.
>
> **(b)** USERRA supersedes any State law (including any local law or ordinance), contract, agreement, policy, plan, practice, or other matter that reduces, limits, or eliminates in any manner any right or benefit provided by USERRA, including the establishment of additional prerequisites to the exercise of any USERRA right or the receipt of any USERRA benefit. For example, an employment contract that determines seniority based only on actual days of work in the place of employment would be superseded by USERRA, which requires that seniority credit be given for periods of absence from work due to service in the uniformed services.
>
> **(c)** USERRA does not supersede, nullify or diminish any Federal or State law (including any local law or ordinance), contract, agreement, policy, plan, practice, or other matter that establishes an employment right or benefit that is more beneficial than, or is in addition to, a right or benefit provided under the Act. For example, although USERRA does not

[19] 38 U.S.C. 4302.

require an employer to pay an employee for time away from work performing service, an employer policy, plan, or practice that provides such a benefit is permissible under USERRA.

(d) If an employer provides a benefit that exceeds USERRA's requirements in one area, it cannot reduce or limit other rights or benefits provided by USERRA. For example, even though USERRA does not require it, an employer may provide a fixed number of days of paid military leave per year to employees who are members of the National Guard or Reserve. The fact that it provides such a benefit, however, does not permit an employer to refuse to provide an unpaid leave of absence to an employee to perform service in the uniformed services in excess of the number of days of paid military leave.[20]

Can Rheker retain private counsel and sue the City of Harper Woods in the appropriate Federal district court?

Yes.[21]

If Rheker sues the city in Federal court, can he also assert, in the same lawsuit, his rights under his employment contract and under Michigan's State law?

Yes. Such State law causes of action are closely related to his Federal USERRA cause of action, and these State law claims can be adjudicated by the Federal court under its supplemental jurisdiction. The pertinent section of the United States Code is as follows:

Except as provided in subsections (b) and (c) of this section or as expressly provided otherwise by Federal statute, in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to the claims within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution. Such supplemental jurisdiction shall include claims that involve the joinder or intervention of additional parties.[22]

If Rheker sues the city in Federal district court and prevails, what relief is available?

USERRA provides:

(d) Remedies.

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[20] 20 C.F.R. 1002.7 (bold question in original).
[21] *See* 38 U.S.C. 4323(b)(3), 4323(i).
[22] 28 U.S.C. 13567(a).

(1) In any action under this section, the court may award relief as follows:

(A) The court may require the employer to comply with the provisions of this chapter.

(B) The court may require the employer to compensate the person for any loss of wages or benefits suffered by reason of such employer's failure to comply with the provisions of this chapter.

(C) The court may require the employer to pay the person an amount equal to the amount referred to in subparagraph (B) as liquidated damages, if the court determines that the employer's failure to comply with the provisions of this chapter was willful.

(2)

(A) Any compensation awarded under subparagraph (B) or (C) of paragraph (1) shall be in addition to, and shall not diminish, any of the other rights and benefits provided for under this chapter.

(B) In the case of an action commenced in the name of the United States for which the relief includes compensation awarded under subparagraph (B) or (C) of paragraph (1), such compensation shall be held in a special deposit account and shall be paid, on order of the Attorney General, directly to the person. If the compensation is not paid to the person because of inability to do so within a period of 3 years, the compensation shall be covered into the Treasury of the United States as miscellaneous receipts.

(3) A State shall be subject to the same remedies, including prejudgment interest, as may be imposed upon any private employer under this section.

(e) Equity powers. The court shall use, in any case in which the court determines it is appropriate, its full equity powers, including temporary or permanent injunctions, temporary restraining orders, and contempt orders, to vindicate fully the rights or benefits of persons under this chapter.[23]

If Rheker retains private counsel and sues the city in Federal court and prevails, the court can order the city to pay his attorney fees.[24] Rheker may also be entitled to other relief under Michigan law, including Michigan's common law of contracts.

We will keep the readers informed of developments in this interesting and important case.

[23] 38 U.S.C. 4323(d) and (e).
[24] 38 U.S.C. 4323(h)(2).

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This article is one of 2200-plus "Law Review" articles available at www.roa.org/lawcenter. The Reserve Officers Association, now doing business as the Reserve Organization of America (ROA), initiated this column in 1997. New articles are added each month.

ROA is almost a century old—it was established in 1922 by a group of veterans of "The Great War," as World War I was then known. One of those veterans was Captain Harry S. Truman. As President, in 1950, he signed our congressional charter. Under that charter, our mission is to advocate for the implementation of policies that provide for adequate national security. For many decades, we have argued that the Reserve Components, including the National Guard, are a cost-effective way to meet our nation's defense needs.

Through these articles, and by other means, including amicus curiae ("friend of the court") briefs that we file in the Supreme Court and other courts, we educate service members, military spouses, attorneys, judges, employers, DOL investigators, ESGR volunteers, congressional and state legislative staffers, and others about the legal rights of service members and about how to exercise and enforce those rights. We provide information to service members, without regard to whether they are members of ROA, but please understand that ROA members, through their dues and contributions, pay the costs of providing this service and all the other great services that ROA provides.

If you are now serving or have ever served in any one of our nation's seven uniformed services, you are eligible for membership in ROA, and a one-year membership only costs $20 or $450 for a life membership. Enlisted personnel as well as officers are eligible for full membership, and eligibility applies to those who are serving or have served in the Active Component, the National Guard, or the Reserve. If you are eligible for ROA membership, please join. You can join on-line at www.roa.org or call ROA at 800-809-9448.

If you are not eligible to join, please contribute financially, to help us keep up and expand this effort on behalf of those who serve. Please mail us a contribution to:

Reserve Organization of America
1 Constitution Ave. NE
Washington, DC 20002

Here is the link to the newspaper article about this situation:

https://www.candgnews.com/news/harper-woods-cancels-contract-with-city-manager-soon-after-his-return-from-military-service-120895