

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION**

In the Matter of:

DETROIT PUBLIC SCHOOLS,
Public Employer-Respondent,

Case No. C02 C-056

-and-

ORGANIZATION OF SCHOOL ADMINISTRATORS
AND SUPERVISORS,
Labor Organization-Charging Party.

_____/

APPEARANCES:

Gordon J. Anderson, Esq., Assistant Director, Department of Labor/Employee Relations, for the Respondent

Mark H. Cousens, Esq., for the Charging Party

DECISION AND ORDER

On September 17, 2003, Administrative Law Judge Julia C. Stern issued her Decision and Recommended Order in the above-entitled matter, finding that Respondent has engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist and take certain affirmative action as set forth in the attached Decision and Recommended Order of the Administrative Law Judge.

The Decision and Recommended Order of the Administrative Law Judge was served on the interested parties in accord with Section 16 of Act 336 of the Public Acts of 1947, as amended.

The parties have had an opportunity to review this Decision and Recommended Order for a period of at least 20 days from the date the decision was served on the parties, and no exceptions have been filed by any of the parties to this proceeding.

ORDER

Pursuant to Section 16 of the Act, the Commission adopts as its order the order recommended by the Administrative Law Judge.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Nora Lynch, Commission Chairman

Harry Bishop, Commission Member

Maris Stella Swift, Commission Member

Dated: _____

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APPEARANCES:

Gordon J. Anderson, Esq., Assistant Director, Department of Labor/Employee Relations, for the Respondent

Mark H. Cousens, Esq., for the Charging Party

DECISION AND RECOMMENDED ORDER
OF
ADMINISTRATIVE LAW JUDGE

Pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 and 423.216, this case was heard at Detroit, Michigan on November 25, 2002, before Julia C. Stern, Administrative Law Judge for the Michigan Employment Relations Commission. Based upon the entire record, including post-hearing briefs filed by the parties on or before March 26, 2003, I make the following findings of fact, conclusions of law, and recommended order.

The Unfair Labor Practice Charge :

The Organization of School Administrators and Supervisors filed this charge against the Detroit Public Schools on March 7, 2002, alleging that the Respondent violated Sections 10(1)(a) and (c) of PERA. Charging Party represents a bargaining unit of certain supervisory employees of Respondent. Charging Party alleges that between October 2001 and February 2002, Respondent unlawfully retaliated against Nadolyn Hoskins, a member of the Charging Party's bargaining unit, because Hoskins complained to the Union about alleged violations of the parties' collective bargaining agreement.

Facts:

Nadolyn Hoskins was hired by Respondent as a high school teacher in 1978. In August 1994, she became a member of Charging Party's unit when she was promoted to social studies department head at Respondent's Northern High School. As a department head, Hoskins evaluated teachers and paraprofessionals in her department and organized professional development activities for a monthly departmental meeting. Hoskins also conducted parent-teacher conferences, budgeted for the department's books and supplies, distributed supplies to teachers, monitored halls, supervised lunchrooms, and conducted student disciplinary conferences. During the 2000-2001 school year, Hoskins served as department head for three departments – social studies, fine arts and the library. Hoskins supervised approximately 16 employees, including nine or ten teachers.

The parties' collective bargaining agreement created two new unit positions beginning with the 2001-2002 school year. The first, curriculum leader, replaced the department head. The contract required Respondent to appoint curriculum leaders for the "core areas" of English, social studies, math, and science in all its high schools and middle schools. Curriculum leaders could be assigned to teach a maximum of three classes. The second new position, curriculum coordinator, was a full-time administrative position. According to the contract, the school principal was to appoint a curriculum coordinator from among the curriculum leaders in the core areas at the beginning of each new school year. The curriculum coordinator continued to perform all the duties of a curriculum leader in his or her department. In addition, according to the contract, the curriculum coordinator was to observe and evaluate teachers, organize school professional development activities, analyze and report student data, make recommendations to teachers for instructional interventions based on student data, and work at the direction of the principal.

Sammie Harris became principal of Northern High School at the beginning of the 2000-2001 school year. At the beginning of the 2001-2002 school year, the curriculum leader positions for the mathematics and English departments at Northern High School were vacant, and there was an acting curriculum coordinator for the science department. Harris selected Hoskins, the curriculum leader for the social studies department, to be the high school's first curriculum coordinator. Harris informed Hoskins that she was to report to Julie Buchanan, one of the school's assistant principals. Hoskins thought that she should report directly to Harris, and told him so. Harris testified that Hoskins then refused to follow any of Buchanan's directives. However, Harris could not give an example of any directive with which Hoskins failed to comply between August and November 2001. Hoskins denied that she received any assignments from Buchanan during this period. Buchanan did not testify.

In early October 2001, Hoskins wrote to Diann Woodard, Charging Party's president, to complain that a teacher at Northern had been relieved of his teaching responsibilities and assigned the duties of an assistant principal. Hoskins also complained that Harris had improperly assigned her and the curriculum leaders to lunchroom and hall duty.

Sometime during the latter part of October, Woodard phoned Harris and told him that it had been brought to her attention that curriculum leaders and the curriculum coordinator at his school had been assigned lunchroom duty, and that teachers had been assigned administrative responsibilities, in violation of the collective bargaining agreement. On October 22, 2001, Woodard met with Kay E. Royster, Respondent's Deputy Chief Executive Officer, to discuss concerns the Union had with the assignment and use of curriculum leaders and curriculum coordinators throughout the school district. Among these concerns was the utilization of teachers to perform administrative work, including their assignment as curriculum coordinators, and the use of curriculum leaders to perform duties unrelated to instruction, including lunchroom and hall patrol. On October 30, 2001, Woodard sent Harris a letter repeating what she had told him on the phone earlier, and stating that it was the Union's intention to file a grievance if he did not immediately correct these problems. Woodard sent a copy of this letter to Royster.

On October 31, Harris responded to Woodard's letter. In this memo, Harris denied that teachers were performing administrative duties at his school. Harris wrote, "If you have proof, then file your grievance." Harris admitted in his memo that curriculum leaders were performing lunchroom duty. According to Harris' memo, this was necessary because violence in the cafeteria had increased and he had not been able to obtain additional security officers. Harris also told Woodard that the school had no curriculum coordinator. Harris wrote, "My original selection is retracted due to failure to follow directives of an assistant principal."

Harris testified that he made the decision to remove Hoskins as curriculum coordinator after consultation with his supervisor, Dr. David Porter, and that they made this decision before he spoke to Woodard on the telephone. Respondent did not call Porter as a witness. Harris admitted that he did not tell either Hoskins or the school's instructional staff of his decision to remove her as curriculum coordinator before his October 31 memo to Woodard.

On November 1, Woodard informed Harris that she intended to file a grievance over the misuse of curriculum leaders. Woodard also told Harris that he could not arbitrarily retract Hoskins' assignment as curriculum coordinator, and that per the contract Hoskins would remain curriculum coordinator until the end of the school year, when Harris could appoint someone else.

On November 2, Woodard filed a grievance asserting that the assignment of lunchroom duty to curriculum leaders violated the contract. On this same date, Harris sent a memo to the school's instructional staff stating that Hoskins had been relieved of the duties of "acting curriculum coordinator," and that Assistant Principal Julie Buchanan would handle them.

On November 7, 2001, Harris asked his curriculum leaders, during a meeting of administrative staff, if they had been doing classroom observations of teachers. All of the curriculum leaders told Harris that they had done classroom observations. Hoskins told Harris that she had done six. Harris asked Buchanan to obtain reports of the observations made by the curriculum leaders. Harris testified that Buchanan later told him that all the other curriculum leaders except Hoskins were "on target."

On November 12, Harris sent Hoskins a memo instructing her to provide him with written reports of her observations. Harris wrote another memo on November 13, telling Hoskins

to submit her reports as formal observations by the next day, and to explain why all of the teachers under her supervision had not had a minimum of one observation. Hoskins did not respond to this memo, but submitted her written teacher observation reports to Harris sometime between November 15 and November 20.

Hoskins testified that since 1994, when she became a department head, the deadline for conducting formal observations of teachers had always been the last week of the first semester, in January. Hoskins testified that earlier evaluations were required for teachers who had been identified as unsatisfactory during the previous year. However, none of the teachers under Hoskins' supervision during the 2001-2002 school year were either new or "in the unsatisfactory track."

On November 13, Hoskins, Woodard, Harris, Porter, and Charles Wells, Respondent's director of labor affairs, met to discuss the grievance Woodard had filed on November 1. The parties also discussed Harris' November 2 memo. Wells told Harris that he could not rescind Hoskins' appointment as curriculum coordinator until the end of the school year. He told Harris to send his staff a memo informing them that she was reinstated.

Early on the morning of November 14, Harris met with Hoskins, Buchanan, and Assistant Principal Patricia Murray. According to Harris' November 15 memo summarizing the meeting and Harris' testimony, Harris told Hoskins that she had acted inappropriately by writing to Royster and Woodard without discussing the matters set forth in her letters with either Buchanan or him.

Throughout the 2001-2002 school year, Hoskins was listed on Respondent's records as a curriculum coordinator, received the salary of a curriculum coordinator, and was not required to teach any classes. However, Harris did not immediately send a memo to Hoskins or to the school's instructional staff reinstating her as curriculum coordinator. According to Hoskins, throughout November she continued to function as a curriculum leader, but was directed not to hold meetings with other curriculum leaders or perform any other duties as curriculum coordinator. Although Harris later criticized Hoskins' for failing to carry out the functions of a curriculum coordinator, he testified that after November 14, Hoskins' "responsibilities continued as the curriculum leader/curriculum coordinator over the social studies department, media center, and music department."

According to Hoskins, the teacher observation reports she submitted to Harris in mid-November used the same form, and included essentially the same amount of detail, as the other 100 or so observation reports that she had done during her eight years as an administrator. On November 20, Harris sent Hoskins a two-page memo outlining deficiencies in each of her reports, and directing her to submit new, complete, reports by the end of the next day or face discipline.

On November 28, 2001, Woodard wrote to Wells complaining about Harris' treatment of Hoskins. Woodard told Wells that Harris had not retracted his November 2 memo, and had begun a campaign of disparate treatment. Woodard also notified Wells of Charging Party's intent to proceed to arbitration on its November 2 grievance concerning the assignment of lunchroom

duties to curriculum leaders and coordinators. Woodard sent Harris a copy of her memo. Hoskins also wrote to Royster with these same complaints.

On December 18, 2001, after discussing the matter with Harris, Buchanan gave Hoskins a memo asking her to submit a detailed written description of her plans to implement the five general duties of a curriculum coordinator as outlined in the collective bargaining agreement. The memo told Hoskins to submit her plan by the next day. Hoskins did not respond to the memo until January 3, 2002. She argued that she had not been previously asked to provide such a plan, or given assistance in preparing one. Hoskins also pointed out that she had not been officially reinstated as curriculum coordinator.

On January 10, 2002, Harris announced changes in the office assignments of a number of administrators. Hoskins was reassigned from Room 201, her office since 1996, to Room 208A, a room which had previously been the social studies department office. Room 201 was a two-room suite. Room 208A was much smaller. After the change in office assignments, Room 201 housed three individuals, plus the school's audio-visual equipment. There was a working phone line in Room 208A, but when Hoskins moved in the phone did not work. Hoskins complained to Harris about her lack of a phone. Harris testified that he thought that Hoskins had been given a new phone. After Hoskins complained repeatedly, she was given a phone.

On January 23, 2002, Harris sent Hoskins a memo stating that that Dr. Porter had told him to inform the staff that Hoskins was the curriculum coordinator. The memo pointed out that that Hoskins had still not provided Buchanan with her plan for performing the duties of the curriculum coordinator, despite being (according to the memo) twice instructed to do so. The memo also stated that Hoskins had not explained to Buchanan why she had not turned in her plan. Harris told Hoskins to provide Buchanan with her plan no later than January 28. Harris sent copies of this memo to Woodard, Porter and Wells. Hoskins responded with a memo asking Harris if the January 23 memo officially reinstated her as curriculum coordinator, and, if so, when the staff would be informed of this. On January 28, 2002, Harris distributed copies of his January 23 memo to Hoskins to the rest of the school's instructional staff.

Sometime in early February 2002, Hoskins was docked a half hour's pay after she left school at 3:30 p.m. for a doctor's appointment. Charging Party's contract provides that unit members may "flex" their hours, based on the needs of the school, unless they are given prescribed hours. According to Hoskins, Harris' predecessor had told her that her workday began at 7:45 a.m., but she had never been given an official dismissal time. Hoskins testified that her policy was to sign out whenever she left before 4:30 pm, to indicate where she was going on the timesheet, and to inform the school secretaries. Hoskins testified that she had never been told to inform the assistant principal, or any other administrator, when she left early. Harris testified that he did not care whether she left early, but that he expected her to tell Buchanan when she left early, and not simply sign the book. On February 6, 2002, Harris sent Hoskins a memo informing her that her working hours were 8:00 a.m. to 4:00 p.m.

In February 2002, Hoskins was suspended pending investigation for a violation of a work rule.¹ Hoskins did not return to work after the suspension until about May 21, 2002. In the meantime, Respondent announced that it was eliminating the curriculum coordinator and curriculum leader positions throughout the school district. Individuals holding these positions were directed to apply for teaching positions.

Discussion and Conclusions of Law:

Removal of Hoskins as Curriculum Coordinator:

The elements of prima facie case of unlawful discrimination under Section 10(1) (a) or 10(1) (c) of PERA are: (1) employee union or other protected concerted activity; (2) employer knowledge of that activity; (3) anti-union animus or hostility to the employee's protected rights; (4) suspicious timing or other evidence indicating that protected activity was a motivating cause of the alleged discrimination action. *City of Grand Rapids (Fire Dept)*, 1998 MERC Lab Op 703,706; *Wayne State University*, 1991 MERC Lab Op 242, 245. If a prima facie is established, the burden shifts to the employer to produce evidence that the same action would have taken place even in the absence of the protected conduct. If the employer, by credible evidence, balances the employee's prima facie case, the employer's burden of proof is met and the duty of producing further evidence shifts back to the employee. *MESPA v. Ewart Public Schools*, 125 Mich App 71, 74 (1982); *Benton Harbor Area Schools*, 2002 MERC Lab Op ___ (Case No. C01 D-075, decided October 25, 2002).

Charging Party asserts that Harris retaliated against Hoskins for complaining to the Union about a contract violation by removing her as curriculum coordinator. Respondent argues that Hoskins was never removed from this position, or in the alternative, suffered no adverse effects from this action. Hoskins continued to be paid the salary of a curriculum coordinator throughout the 2001-2002 school year, despite the fact that, for most of this year, she performed none of the duties of this position. Contrary to Respondent's argument, however, I find that Hoskins was removed as curriculum coordinator, when, on November 2, 2001, Harris announced to the school's instructional staff that Hoskins had been relieved of her position and her duties. Although told by Respondent's director of labor affairs to do so, Harris did not rescind his action until late January 2002. I agree with Charging Party that this removal was an adverse action affecting Hoskins' terms and conditions of employment. Despite the fact that she continued to receive a curriculum coordinators' salary, Hoskins was deprived of both the status and the authority of a curriculum coordinator.

The right to file a grievance alleging a violation of the collective bargaining agreement is a fundamental right under Section 9 of PERA. An employee may not be discharged or otherwise discriminated against for attempting in good faith to enforce a right claimed under a collective bargaining agreement. *MERC v. Reeths-Puffer School District*, 391 Mich 253, 264-265 (1974); Hoskins was clearly engaged in protected activity when she wrote to Woodard in October 2001 to complain that Harris was assigning work in violation of the collective bargaining agreement. Respondent appears to argue that Hoskins' activity was not protected because she failed to

¹ Charging Party does not assert that Hoskins was suspended because of her union or other protected concerted activities.

follow the steps of the grievance procedure, i.e., she did not meet with Harris to discuss the alleged contract violations. However, the Commission has repeatedly held that an employee is engaged in concerted protected activity under the Act when presenting a grievance to his employer, even through the employee has failed to follow the established grievance procedure. While the employer may refuse to entertain a grievance if it has not been properly filed, the employee does not lose the protection of the Act simply by virtue of his failure to direct his grievance to the proper individual under the established procedure. *City of Detroit (Water & Sewerage)*, 1988 MERC Lab Op 1039; *City of Menominee*, 1982 MERC Lab Op 585. I find that Hoskins did not lose the protection of the Act by bringing the alleged contract violations to the attention of Charging Party's president without first discussing them with Harris.

I also find that Harris demonstrated hostility toward Hoskins' protected conduct. The peevish tone of Harris' October 31 response to Woodard's announcement that she planned to file a grievance suggests that Harris took the accusation that he had violated the contract personally. Moreover, Harris confronted Hoskins and accused her of improper conduct by taking her complaints to Royster and Woodard without first presenting them to him or Buchanan. This confrontation took place on November 14, the day after Harris met with the Union and Respondent representatives, including Harris' supervisor Porter, to discuss this grievance.

Finally, I find the timing of Harris' announcement that he was removing Hoskins as curriculum coordinator to be highly significant. Harris first announced that he was removing Hoskins from her position the day after Woodard informed him that she intended to file a grievance based on Hoskins' complaints, and in a memo to Woodard about the grievance. Harris admitted that he had not told either Hoskins or the school's instructional staff that he intended to remove her as curriculum coordinator before October 31. I conclude that Charging Party established a prima facie case that Harris removed Hoskins from her position as curriculum coordinator because she had complained to Charging Party President Woodard about alleged contract violations.

As noted above, once a prima facie case of unlawful discrimination has been established, the burden shifts to the Respondent to produce evidence that it would have taken the same action in the absence of the protected conduct. Harris testified that he removed Hoskins as curriculum coordinator because she had failed to follow Buchanan's directives. However, Harris could not explain what these directives were, and Buchanan was not called as a witness. In addition, although Harris claimed that he consulted with Porter and made the decision to remove Hoskins as curriculum coordinator before receiving Woodard's October 30 memo, Respondent did not call Porter to corroborate this important fact. As Charging Party notes in its brief, the Commission has held that an adverse inference may be drawn regarding any factual question for which a witness is likely to have knowledge when a party fails to call that witness, and the witness may reasonably be assumed to be favorably disposed to the party. *County of Ionia and 64A Dist Court*, 1999 MERC Lab Op 523, 526; *Northpointe Behavioral Healthcare Systems*, 1997 MERC Lab Op 530, 541. From Respondent's failure to call Buchanan, I infer that Buchanan would not have testified that between August and November 2001 Hoskins repeatedly refused to follow directives relating to the performance of her curriculum coordinator duties. From Respondent's failure to call Porter, I infer that Porter would not have supported Harris' testimony that the decision to remove Hoskins from her position was made before October 30. I

do not find Harris' testimony credible. I also find that Respondent failed to produce credible evidence that Harris would have removed Hoskins as curriculum coordinator even in the absence of her protected conduct. Based on the above analysis, I conclude that Harris removed Hoskins from her position as curriculum coordinator on November 2, 2001 because she had complained about alleged contract violations.

Criticism of Hoskins' Teacher Evaluations:

Charging Party alleges that Harris also retaliated against Hoskins for her protected concerted activity by requiring her to provide formal evaluations of every teacher under her supervision in November, by subjecting her evaluations to unusual scrutiny, and by demanding that she correct the alleged deficiencies in the evaluations. Respondent argues that teachers must be notified of any problems with their performance before November 1, and that it was, therefore, reasonable for Harris to demand that Hoskins evaluate all her teachers and provide written evaluation reports, by the middle of November.² Respondent also denies that Harris' criticisms of Hoskins' evaluation reports were unreasonable, or that Harris acted in improperly by demanding that she correct the problems in these reports.

I find that Harris' evident displeasure at Hoskins' protected activity, and the timing of these actions in relation to her activity, are sufficient to establish a established a prima facie case that these memos were motivated, at least in part, by Hoskins' protected conduct. I note, first, that the Harris' memos to Hoskins regarding her evaluations were sent between November 12 and November 20, the period during which the parties' actively discussed both the Union's grievance and Hoskins' removal as curriculum coordinator, and Harris rebuked Hoskins for taking her complaints to the Union instead of to him. Hoskins testified that in the six years preceding November 2001, including the 2000-2001 school year when Harris was her principal, she had not been required to submit evaluation reports before the end of the semester in January unless a teacher under her supervision had been identified as unsatisfactory. There was no evidence in the record to contradict this testimony. There is also no evidence that any other curriculum coordinator was required to submit written observation reports for all or some of his or her teachers in November. There is no explanation of why Harris directed Hoskins, on November 13, to submit her reports as formal evaluations, or why he sent her three memos in three days giving her different instructions and insisting in each case that she comply by the next day. In short, there is no evidence in the record to indicate that Harris would have issued these directives had Hoskins not complained to the Union about the alleged contract violations.

As to the November 20 memo criticizing Hoskins' evaluation reports, while I agree with Respondent that these criticisms do not appear to be unreasonable, there was no evidence contradicting Hoskins' testimony that her evaluations had never before been subjected to such scrutiny. There was also no evidence that Harris told Hoskins in November 2001 that he believed her teachers needed special attention. I conclude, based on the evidence here, that Harris issued the directives dated November 12, 13, 14 and 20, 2001, because Hoskins had complained to the Union about the alleged contract violations.

² Respondent attached to its brief a copy of the relevant sections of its contract with the teachers' collective bargaining representative. However, this contract was not part of the record in this case.

Hoskins' Office Reassignment:

Charging Party alleges, in addition, that Harris retaliated against Hoskins for her protected activity by assigning her a smaller office in January 2001 and by thereafter refusing to provide her with a phone. Respondent maintains that this move was part of a general reshuffling of offices, and that Hoskins was moved because Harris needed the space for other administrators. The record indicates that before January 2002, Hoskins had a large office. Hoskins was only one among several administrators to be moved to a new office in January 2002, three full-time staff members were assigned to Hoskins' old suite while other parts of it became storage for audiovisual equipment, and Hoskins was moved to an office which had previously been the social studies departmental office. Hoskins did not testify that her new office was either smaller or had less amenities than the offices assigned to the other curriculum leaders in the school. Here, Respondent presented credible evidence that Harris had a legitimate reason for moving Hoskins to a different office, and there was no evidence of disparate treatment of Hoskins in the assignment of offices. I conclude that the evidence does not support a finding that Hoskins was moved to a new office in January 2002 because of her protected conduct, or that Harris deliberately refused to give Hoskins a working phone after the move.

Assignment of Fixed Working Hours and Docking of Hoskins' Pay:

Charging Party also alleges that Harris unlawfully retaliated against Hoskins by docking her a half-hour's pay in February 2002, and also by sending her the memo, dated February 6, 2002, stating that her working hours were from 8:00 a.m. to 4:00 p.m. Harris explained the former by the fact that Hoskins did not inform the assistant principal that she was leaving early. However, Hoskins testified that when she left early she normally simply signed out and wrote where she was going on the sign-out sheet, and that she had never been told to personally inform the assistant principal before leaving. Nothing in the record contradicted Hoskins' testimony. As to the memo, the record indicated that per the contract, members of the bargaining unit may flex their hours unless they are given prescribed hours of work. Respondent offered no explanation as to why, in the middle of the 2001-2002 school year, Harris suddenly decided to assign Hoskins fixed working hours. I find that Respondent failed to provide evidence that Hoskins' pay would have been docked, or that she would have been assigned fixed working hours, even if she had not engaged activity protected by the Act. I conclude, therefore, that Harris unlawfully retaliated against Hoskins by docking her one half-hour's pay in February 2002 when she left early for a doctor's appointment. I also conclude that Harris unlawfully assigned Hoskins fixed working hours on February 6, 2002.

In accord with the findings of fact, discussion and conclusions of law above, I conclude that on November 2, 2001, Harris unlawfully retaliated against Hoskins in violation of Sections 10(1)(a) and (c) of PERA by taking away her title and her duties as curriculum coordinator, even though she continued to receive the pay of that position. I also conclude that Harris unlawfully retaliated against Hoskins for engaging in activity protected by PERA by: (1) requiring her to provide formal evaluations of every teacher under her supervision in November 2001; (2) subjecting her evaluations to unusual scrutiny; (3) docking her pay in February 2002; and (3) assigning her fixed working hours on February 5, 2002. I conclude that Harris did not violate

PERA by assigning Hoskins a new office in January 2002, or by failing to provide her with a phone for her new office. I recommend that the Commission issue the following order:

RECOMMENDED ORDER

Respondent, its officers and agents, shall:

1. Cease and desist from discriminating against employees because they have complained to their union about alleged contract violations.
2. Cease and desist from retaliating against Nadolyn Hoskins for complaining about alleged contract violations by: (1) taking away from her the title and duties of curriculum coordinator; (2) changing the deadline for her to provide formal evaluations of teachers under her supervision; (3) subjecting her evaluations to unusual scrutiny; (4) docking her one half-hour's pay in February 2002 after she signed out early for a doctor's appointment; and (5) assigning her fixed working hours in February 2002.
3. Remove from Hoskins' personnel file the memo from Sammie Harris dated November 2, 2001, rescinding her appointment as curriculum coordinator; the memo dated January 23, 2002 reinstating her as curriculum coordinator; and the memos dated November 12, 13, 14 and 20, 2001 dealing with teacher evaluations or observations.
4. Make Hoskins whole for the one half-hour's pay she was docked in early February 2002, with interest at the statutory rate.
5. Post the attached notice to employees in conspicuous places on the Employer's premises, including all places where notices to employees are customarily posted, for a period of 30 consecutive days.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Julia C. Stern
Administrative Law Judge

Dated: _____

NOTICE TO EMPLOYEES

After a public hearing before the Michigan Employment Relations Commission, the Detroit Public Schools has been found to have committed unfair labor practices in violation of the Michigan Public Employment Relations Act (PERA). Pursuant to the terms of the Commission's order,

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT discriminate against employees, including members of the bargaining unit represented by the Organization of School Administrators and Supervisors (OSAS), because they complain to their unions about alleged contract violations.

WE WILL NOT retaliate against Nadolyn Hoskins, a member of the OSAS unit, for complaining about alleged contract violations by: (1) taking away her title and duties as curriculum coordinator; (2) changing the deadline for her to provide formal evaluations of teachers under her supervision; (3) subjecting her evaluations to unusual scrutiny; (4) docking her one half-hour's pay in February 2002 after she signed out early for a doctor's appointment; and (5) assigning her fixed working hours in February 2002.

WE WILL remove from Hoskins' personnel file the memo from Sammie Harris dated November 2, 2001, rescinding her appoint as curriculum coordinator; the memo dated January 23, 2002 reinstating her as curriculum coordinator; and the memos dated November 12, 13, 14 and 20, 2001 dealing with teacher evaluations or observations.

WE WILL make Hoskins whole for the one half-hour's pay she was docked in early February 2002, with interest at the statutory rate.

DETROIT PUBLIC SCHOOLS

By: _____

Title: _____

Date: _____

This notice must be posted for a period of 30 consecutive days and must not be altered, defaced or covered by any material. Any questions concerning this notice or compliance with its provisions may be directed to the office of the Michigan Employment Relations Commission, Cadillac Place, 3026 W. Grand Blvd, Suite 2-750, P.O. Box 02988, Detroit, Michigan 48202. Telephone: (313) 456-3510.