



SENATE BILL No. 789

December 5, 1995, Introduced by Senators SCHWARZ, CHERRY, CISKY, GOUGEON, O'BRIEN and BERRYMAN and referred to the Committee on Education.

A bill to amend sections 7a and 15 of Act No. 336 of the Public Acts of 1947, entitled as amended

"An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for the violation of the provisions of this act,"

section 7a as added and section 15 as amended by Act No. 112 of the Public Acts of 1994, being sections 423.207a and 423.215 of the Michigan Compiled Laws; and to add section 7b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Section 1. Sections 7a and 15 of Act No. 336 of the Public
2 Acts of 1947, section 7a as added and section 15 as amended by
3 Act No. 112 of the Public Acts of 1994, being sections 423.207a
4 and 423.215 of the Michigan Compiled Laws, are amended and
5 section 7b is added to read as follows:

1 Sec. 7a. (1) ~~In~~ SUBJECT TO SUBSECTION (6), IN addition to
2 mediation conducted under section 7, if a public school employer
3 and a bargaining representative of a bargaining unit of its
4 employees mutually agree that an impasse has been reached in col-
5 lective bargaining between them, the parties may agree to partic-
6 ipate in additional mediation under this section.

7 (2) If parties described in subsection (1) agree to partici-
8 pate in mediation under this section, then not later than 30 days
9 after the date of impasse, each of the parties shall appoint 1
10 individual to represent the party in the mediation, and those 2
11 representatives shall select through a mutually agreed process a
12 neutral third party to act as the mediator. The mediator and the
13 2 representatives shall meet to attempt to agree to a recommended
14 settlement of the impasse.

15 (3) Not later than 30 days after appointment of a mediator
16 under subsection (2), if the representatives of the parties mutu-
17 ally agree on a recommended settlement of the impasse, the repre-
18 sentatives each shall present the recommended settlement to the
19 party he or she represents for approval.

20 (4) If 1 or both of the parties fail to ratify a recommended
21 settlement described in subsection (3) within the 30-day time
22 limit specified in subsection (3), the public school employer may
23 implement unilaterally its last offer of settlement made before
24 the impasse occurred. This section does not limit or otherwise
25 affect a public school employer's ability to unilaterally imple-
26 ment all or part of its bargaining position as otherwise provided
27 by law.

1 (5) Both parties shall share equally any expenses of
2 mediation conducted under this section.

3 (6) THIS SECTION DOES NOT APPLY TO A BARGAINING UNIT THAT IS
4 SUBJECT TO SECTION 7B.

5 SEC. 7B. (1) THIS SECTION APPLIES TO COLLECTIVE BARGAINING
6 BETWEEN A PUBLIC SCHOOL EMPLOYER AND A BARGAINING UNIT OF ITS
7 EMPLOYEES THAT CONSISTS OF EMPLOYEES WHO ARE NOT SCHOOL ADMINIS-
8 TRATORS AND ARE NOT EMPLOYED IN A POSITION REQUIRING A VALID
9 TEACHING CERTIFICATE UNDER THE SCHOOL CODE OF 1976, ACT NO. 451
10 OF THE PUBLIC ACTS OF 1976, BEING SECTIONS 380.1 TO 380.1852 OF
11 THE MICHIGAN COMPILED LAWS.

12 (2) IF IN THE COURSE OF MEDIATION UNDER SECTION 7 OF A DIS-
13 PUTE BETWEEN A PUBLIC SCHOOL EMPLOYER AND A BARGAINING REPRESEN-
14 TATIVE OF ITS EMPLOYEES DESCRIBED IN SUBSECTION (1), EXCEPT A
15 DISPUTE CONCERNING THE INTERPRETATION OR APPLICATION OF AN EXIST-
16 ING COLLECTIVE BARGAINING AGREEMENT, THE DISPUTE HAS NOT BEEN
17 RESOLVED TO THE AGREEMENT OF BOTH PARTIES WITHIN 30 DAYS OF THE
18 SUBMISSION OF THE DISPUTE TO MEDIATION, OR WITHIN ADDITIONAL PER-
19 IODS TO WHICH THE PARTIES MAY AGREE, THE BARGAINING REPRESENTA-
20 TIVE OR EMPLOYER MAY INITIATE BINDING ARBITRATION PROCEEDINGS
21 UNDER THIS SECTION BY MAKING A WRITTEN REQUEST TO THE OTHER, AND
22 FILING A COPY WITH THE COMMISSION.

23 (3) WITHIN 10 DAYS AFTER A REQUEST UNDER SUBSECTION (2) IS
24 FILED WITH THE COMMISSION, THE PUBLIC SCHOOL EMPLOYER AND THE
25 BARGAINING REPRESENTATIVE EACH SHALL CHOOSE A DELEGATE TO AN
26 ARBITRATION PANEL AS PROVIDED IN THIS SECTION. THE EMPLOYER AND

1 BARGAINING REPRESENTATIVE PROMPTLY SHALL ADVISE THE OTHER AND THE
2 MEDIATION BOARD OF ITS SELECTION.

3 (4) WITHIN 7 DAYS AFTER RECEIVING A REQUEST FROM 1 OR BOTH
4 PARTIES, THE COMMISSION SHALL SELECT FROM ITS PANEL OF ARBITRA-
5 TORS, ESTABLISHED UNDER SECTION 5 OF ACT NO. 312 OF THE PUBLIC
6 ACTS OF 1969, BEING SECTION 423.235 OF THE MICHIGAN COMPILED
7 LAWS, 3 PERSONS AS NOMINEES FOR IMPARTIAL ARBITRATOR OR CHAIR-
8 PERSON OF THE ARBITRATION PANEL. WITHIN 5 DAYS AFTER THE SELEC-
9 TION EACH PARTY MAY PEREMPTORILY STRIKE THE NAME OF 1 OF THE
10 NOMINEES. WITHIN 7 DAYS AFTER THIS 5-DAY PERIOD, THE COMMISSION
11 SHALL DESIGNATE 1 OF THE REMAINING NOMINEES AS THE IMPARTIAL
12 ARBITRATOR.

13 (5) UPON THE APPOINTMENT OF THE IMPARTIAL ARBITRATOR UNDER
14 SUBSECTION (4), THE IMPARTIAL ARBITRATOR SHALL ACT AS CHAIRPERSON
15 OF THE ARBITRATION PANEL, SHALL CALL A HEARING TO BEGIN WITHIN 15
16 DAYS, AND SHALL GIVE REASONABLE NOTICE TO THE PARTIES OF THE TIME
17 AND PLACE OF THE HEARING. THE CHAIRPERSON SHALL PRESIDE OVER THE
18 HEARING AND SHALL TAKE TESTIMONY. UPON APPLICATION AND FOR GOOD
19 CAUSE SHOWN, AND UPON SUCH TERMS AND CONDITIONS AS ARE CONSIDERED
20 JUST BY THE ARBITRATION PANEL, A PERSON, LABOR ORGANIZATION, OR
21 GOVERNMENTAL UNIT HAVING A SUBSTANTIAL INTEREST IN THE HEARING
22 MAY BE GRANTED LEAVE TO INTERVENE BY THE ARBITRATION PANEL. ANY
23 ORAL OR DOCUMENTARY EVIDENCE AND OTHER DATA CONSIDERED RELEVANT
24 BY THE ARBITRATION PANEL MAY BE RECEIVED IN EVIDENCE. THE PRO-
25 CEEDINGS SHALL BE INFORMAL. TECHNICAL RULES OF EVIDENCE DO NOT
26 APPLY AND THE COMPETENCY OF THE EVIDENCE SHALL NOT BE CONSIDERED
27 IMPAIRED BECAUSE OF A VIOLATION OF TECHNICAL RULES OF EVIDENCE.

1 A VERBATIM RECORD OF THE PROCEEDINGS SHALL BE MADE AND THE
2 CHAIRPERSON SHALL ARRANGE FOR THE NECESSARY RECORDING SERVICE.
3 TRANSCRIPTS MAY BE ORDERED AT THE EXPENSE OF THE PARTY ORDERING
4 THEM, BUT THE TRANSCRIPTS ARE NOT NECESSARY FOR A DECISION BY THE
5 ARBITRATION PANEL. THE EXPENSE OF THE PROCEEDINGS, INCLUDING A
6 FEE TO THE CHAIRPERSON, SHALL BE ESTABLISHED IN ADVANCE BY THE
7 LABOR MEDIATION BOARD AND SHALL BE BORNE EQUALLY BY EACH OF THE
8 PARTIES TO THE DISPUTE AND THE STATE. A DELEGATE WHO IS A PUBLIC
9 OFFICER OR EMPLOYEE SHALL CONTINUE ON THE PAYROLL OF THE PUBLIC
10 EMPLOYER AT HIS OR HER USUAL RATE OF PAY. THE HEARING CONDUCTED
11 BY THE ARBITRATION PANEL MAY BE ADJOURNED FROM TIME TO TIME, BUT,
12 UNLESS OTHERWISE AGREED BY THE PARTIES, SHALL BE CONCLUDED WITHIN
13 30 DAYS OF THE TIME OF ITS COMMENCEMENT. ACTIONS AND RULINGS OF
14 THE MAJORITY OF THE ARBITRATION PANEL CONSTITUTE THE ACTIONS AND
15 RULINGS OF THE ARBITRATION PANEL.

16 (6) THE ARBITRATION PANEL MAY ADMINISTER OATHS; MAY REQUIRE
17 THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF BOOKS, PAPERS,
18 CONTRACTS, AGREEMENTS, AND DOCUMENTS AS MAY BE CONSIDERED BY THE
19 PANEL TO BE MATERIAL TO A JUST DETERMINATION OF THE ISSUES IN
20 DISPUTE; AND MAY ISSUE SUBPOENAS. IF A PERSON REFUSES TO OBEY A
21 SUBPOENA, OR REFUSES TO BE SWORN OR TO TESTIFY, OR IF ANY WIT-
22 NESS, PARTY, OR ATTORNEY IS GUILTY OF CONTEMPT WHILE IN
23 ATTENDANCE AT A HEARING, THE ARBITRATION PANEL MAY, OR THE ATTOR-
24 NEY GENERAL IF REQUESTED BY THE ARBITRATION PANEL SHALL, REQUEST
25 THE CIRCUIT COURT FOR THE COUNTY IN WHICH THE HEARING IS BEING
26 HELD TO ISSUE AN APPROPRIATE ORDER. UPON PROPER REQUEST, THE

1 CIRCUIT COURT SHALL ISSUE AN APPROPRIATE ORDER. FAILURE TO OBEY
2 THE ORDER MAY BE PUNISHED BY THE COURT AS CONTEMPT.

3 (7) AT ANY TIME BEFORE AN ARBITRATION PANEL RENDERS AN
4 AWARD, THE CHAIRPERSON OF THE ARBITRATION PANEL, IF HE OR SHE IS
5 OF THE OPINION THAT IT WOULD BE USEFUL OR BENEFICIAL TO DO SO,
6 MAY REMAND THE DISPUTE TO THE PARTIES FOR FURTHER COLLECTIVE BAR-
7 GAINING FOR A PERIOD NOT TO EXCEED 3 WEEKS. IF THE DISPUTE IS
8 REMANDED FOR FURTHER COLLECTIVE BARGAINING UNDER THIS SUBSECTION,
9 THE TIME PROVISIONS OF THIS SECTION ARE EXTENDED FOR A TIME
10 PERIOD EQUAL TO THAT OF THE REMAND. THE CHAIRPERSON OF THE ARBI-
11 TRATION PANEL SHALL NOTIFY THE COMMISSION OF THE REMAND.

12 (8) AT OR BEFORE THE CONCLUSION OF THE HEARING, THE ARBITRA-
13 TION PANEL SHALL IDENTIFY THE ECONOMIC ISSUES IN DISPUTE AND
14 SHALL DIRECT EACH OF THE PARTIES TO SUBMIT, WITHIN A TIME LIMIT
15 PRESCRIBED BY THE PANEL, TO THE ARBITRATION PANEL AND TO EACH
16 OTHER THE PARTY'S LAST OFFER OF SETTLEMENT ON EACH ECONOMIC
17 ISSUE. THE DETERMINATION OF THE ARBITRATION PANEL AS TO THE
18 ISSUES IN DISPUTE AND AS TO WHICH OF THESE ISSUES ARE ECONOMIC
19 ISSUES IS CONCLUSIVE. THE ARBITRATION PANEL, WITHIN 30 DAYS
20 AFTER THE CONCLUSION OF THE HEARING, OR WITHIN ADDITIONAL PERIODS
21 AGREED BY THE PARTIES, SHALL MAKE WRITTEN FINDINGS OF FACT AND
22 ISSUE A WRITTEN OPINION AND ORDER UPON THE ISSUES PRESENTED TO
23 THE PANEL AND UPON THE RECORD MADE BEFORE THE PANEL, AND SHALL
24 MAIL OR OTHERWISE DELIVER A TRUE COPY OF THE FINDINGS, OPINION,
25 AND ORDER TO THE PARTIES AND THEIR REPRESENTATIVES AND TO THE
26 COMMISSION. AS TO EACH ECONOMIC ISSUE, THE ARBITRATION PANEL
27 SHALL ADOPT THE LAST OFFER OF SETTLEMENT THAT, IN THE OPINION OF

1 THE ARBITRATION PANEL, MORE NEARLY COMPLIES WITH THE APPLICABLE
2 FACTORS PRESCRIBED IN SUBSECTION (9). THE FINDINGS, OPINION, AND
3 ORDER AS TO ALL OTHER ISSUES SHALL BE BASED ON THE APPLICABLE
4 FACTORS PRESCRIBED IN SUBSECTION (9).

5 (9) IF THERE IS NO AGREEMENT BETWEEN THE PARTIES, OR IF
6 THERE IS AN AGREEMENT BUT THE PARTIES HAVE BEGUN NEGOTIATIONS OR
7 DISCUSSIONS TOWARD A NEW AGREEMENT OR AMENDMENT OF THE EXISTING
8 AGREEMENT, AND WAGE RATES OR OTHER CONDITIONS OF EMPLOYMENT UNDER
9 THE PROPOSED NEW OR AMENDED AGREEMENT ARE IN DISPUTE, THE ARBI-
10 TRATION PANEL SHALL BASE ITS FINDINGS, OPINION, AND ORDER UPON
11 THE FOLLOWING FACTORS, AS APPLICABLE:

12 (A) THE LAWFUL AUTHORITY OF THE PUBLIC SCHOOL EMPLOYER.

13 (B) STIPULATIONS OF THE PARTIES.

14 (C) THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINAN-
15 CIAL ABILITY OF THE PUBLIC SCHOOL EMPLOYER TO MEET THOSE COSTS.

16 (D) COMPARISON OF THE WAGES, HOURS, AND CONDITIONS OF
17 EMPLOYMENT OF THE EMPLOYEES INVOLVED IN THE ARBITRATION PROCEED-
18 ING WITH THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF OTHER
19 EMPLOYEES PERFORMING SIMILAR SERVICES FOR PUBLIC SCHOOL EMPLOYERS
20 IN COMPARABLE COMMUNITIES.

21 (E) THE AVERAGE CONSUMER PRICES FOR GOODS AND SERVICES, COM-
22 MONLY KNOWN AS THE COST OF LIVING.

23 (F) THE OVERALL COMPENSATION PRESENTLY RECEIVED BY THE
24 EMPLOYEES, INCLUDING DIRECT WAGE COMPENSATION, VACATIONS, HOLI-
25 DAYS AND OTHER EXCUSED TIME, INSURANCE AND PENSIONS, MEDICAL AND
26 HOSPITALIZATION BENEFITS, THE CONTINUITY AND STABILITY OF
27 EMPLOYMENT, AND ALL OTHER BENEFITS RECEIVED.

1 (G) CHANGES IN ANY OF THE CIRCUMSTANCES DESCRIBED IN
2 SUBDIVISIONS (A) TO (F) DURING THE PENDENCY OF THE ARBITRATION
3 PROCEEDINGS.

4 (H) OTHER FACTORS, NOT CONFINED TO THOSE LISTED IN
5 SUBDIVISIONS (A) TO (G), THAT ARE NORMALLY OR TRADITIONALLY TAKEN
6 INTO CONSIDERATION IN THE DETERMINATION OF WAGES, HOURS, AND CON-
7 DITIONS OF EMPLOYMENT THROUGH VOLUNTARY COLLECTIVE BARGAINING,
8 MEDIATION, FACT-FINDING, ARBITRATION, OR OTHERWISE BETWEEN PUBLIC
9 SCHOOL EMPLOYERS AND SIMILAR EMPLOYEES.

10 (10) A MAJORITY DECISION OF THE ARBITRATION PANEL, IF SUP-
11 PORTED BY COMPETENT, MATERIAL, AND SUBSTANTIAL EVIDENCE ON THE
12 WHOLE RECORD, IS FINAL AND BINDING UPON THE PARTIES AND MAY BE
13 ENFORCED AT THE INSTANCE OF EITHER PARTY OR OF THE ARBITRATION
14 PANEL IN THE CIRCUIT COURT FOR THE COUNTY IN WHICH THE DISPUTE
15 AROSE OR IN WHICH A MAJORITY OF THE AFFECTED EMPLOYEES RESIDE.
16 THE COMMENCEMENT OF A NEW SCHOOL FISCAL YEAR AFTER THE INITIATION
17 OF ARBITRATION PROCEDURES UNDER THIS ACT, BUT BEFORE THE ISSUANCE
18 OR ENFORCEMENT OF THE ARBITRATION DECISION, DOES NOT RENDER A
19 DISPUTE MOOT OR OTHERWISE IMPAIR THE JURISDICTION OR AUTHORITY OF
20 THE ARBITRATION PANEL OR ITS DECISION. INCREASES IN RATES OF
21 COMPENSATION OR OTHER BENEFITS MAY BE AWARDED RETROACTIVELY TO
22 THE COMMENCEMENT OF ANY PERIOD OR PERIODS IN DISPUTE. THE PAR-
23 TIES, BY STIPULATION, MAY AMEND OR MODIFY AN ARBITRATION AWARD AT
24 ANY TIME.

25 (11) IF THE BARGAINING REPRESENTATIVE OF EMPLOYEES SUBJECT
26 TO THIS SECTION WILLFULLY DISOBEYS A LAWFUL ORDER OF ENFORCEMENT
27 BY A CIRCUIT COURT PURSUANT TO SUBSECTION (10), OR WILLFULLY

1 ENCOURAGES OR OFFERS RESISTANCE TO THE ORDER, WHETHER BY A STRIKE
2 OR OTHERWISE, THE PUNISHMENT FOR EACH DAY THAT CONTEMPT PERSISTS
3 MAY BE A FINE FIXED IN THE DISCRETION OF THE COURT IN AN AMOUNT
4 NOT TO EXCEED \$250.00 PER DAY. IF A PUBLIC SCHOOL EMPLOYER WILL-
5 FULLY DISOBEYS A LAWFUL ORDER OF ENFORCEMENT BY THE CIRCUIT COURT
6 OR WILLFULLY ENCOURAGES OR OFFERS RESISTANCE TO THE ORDER, THE
7 PUNISHMENT FOR EACH DAY THAT CONTEMPT PERSISTS MAY BE A FINE
8 FIXED AT THE DISCRETION OF THE COURT IN AN AMOUNT NOT TO EXCEED
9 \$250.00 PER DAY TO BE ASSESSED AGAINST THE PUBLIC SCHOOL
10 EMPLOYER.

11 (12) ORDERS OF THE ARBITRATION PANEL ARE REVIEWABLE BY THE
12 CIRCUIT COURT FOR THE COUNTY IN WHICH THE DISPUTE AROSE OR IN
13 WHICH A MAJORITY OF THE AFFECTED EMPLOYEES RESIDE, BUT ONLY FOR
14 REASONS THAT THE ARBITRATION PANEL WAS WITHOUT OR EXCEEDED ITS
15 JURISDICTION; THAT THE ORDER IS NOT SUPPORTED BY COMPETENT, MATE-
16 RIAL, AND SUBSTANTIAL EVIDENCE ON THE WHOLE RECORD; OR THAT THE
17 ORDER WAS PROCURED BY FRAUD, COLLUSION, OR OTHER SIMILAR AND
18 UNLAWFUL MEANS. THE PENDENCY OF A PROCEEDING FOR REVIEW UNDER
19 THIS SUBSECTION DOES NOT AUTOMATICALLY STAY THE ORDER OF THE
20 ARBITRATION PANEL.

21 (13) DURING THE PENDENCY OF PROCEEDINGS BEFORE THE ARBITRA-
22 TION PANEL, EXISTING WAGES, HOURS, AND OTHER CONDITIONS OF
23 EMPLOYMENT SHALL NOT BE CHANGED BY ACTION OF EITHER PARTY WITHOUT
24 THE CONSENT OF THE OTHER. A PARTY MAY CONSENT TO SUCH A CHANGE
25 WITHOUT PREJUDICING THE PARTY'S RIGHTS OR POSITION UNDER THIS
26 SECTION.

1 (14) ANY PROVISIONS OF THIS ACT REGARDING FACT-FINDING
2 PROCEDURES ARE INAPPLICABLE TO DISPUTES SUBJECT TO ARBITRATION
3 UNDER THIS SECTION.

4 (15) THIS SECTION SHALL BE LIBERALLY CONSTRUED TO PROMOTE
5 THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN THIS SECTION.

6 Sec. 15. (1) A public employer shall bargain collectively
7 with the representatives of its employees as defined in section
8 11 and is authorized to make and enter into collective bargaining
9 agreements with ~~such~~ THOSE representatives. Except as other-
10 wise provided in this section, for the purposes of this section,
11 to bargain collectively is the performance of the mutual obliga-
12 tion of the employer and the representative of the employees to
13 meet at reasonable times and confer in good faith with respect to
14 wages, hours, and other terms and conditions of employment, or
15 the negotiation of an agreement, or any question arising under
16 the agreement, and the execution of a written contract, ordi-
17 nance, or resolution incorporating any agreement reached if
18 requested by either party, but this obligation does not compel
19 either party to agree to a proposal or require the making of a
20 concession.

21 (2) A public school employer has the responsibility, author-
22 ity, and right to manage and direct on behalf of the public the
23 operations and activities of the public schools under its
24 control.

25 (3) Collective bargaining between a public school employer
26 and a bargaining representative of its employees shall not
27 include any of the following subjects:

1 (a) Who is or will be the policyholder of an employee group
2 insurance benefit. This subdivision does not affect the duty to
3 bargain with respect to types and levels of benefits and cover-
4 ages for employee group insurance. A change or proposed change
5 in a type or to a level of benefit, policy specification, or cov-
6 erage for employee group insurance shall be bargained by the
7 public school employer and the bargaining representative before
8 the change may take effect.

9 (b) Establishment of the starting day for the school year
10 and of the amount of pupil contact time required to receive full
11 state school aid under section 1284 of the school code of 1976,
12 Act No. 451 of the Public Acts of 1976, being section 380.1284 of
13 the Michigan Compiled Laws, and under section 101 of the state
14 school aid act of 1979, Act No. 94 of the Public Acts of 1979,
15 being section 388.1701 of the Michigan Compiled Laws.

16 (c) Composition of site-based decision-making bodies estab-
17 lished pursuant to section 1202a of Act No. 451 of the Public
18 Acts of 1976, being section 380.1202a of the Michigan Compiled
19 Laws, or of school improvement committees established under
20 section 1277 of Act No. 451 of the Public Acts of 1976, being
21 section 380.1277 of the Michigan Compiled Laws.

22 (d) The decision of whether or not to provide or allow
23 interdistrict or intradistrict open enrollment opportunity in a
24 school district or of which grade levels or schools in which to
25 allow such an open enrollment opportunity.

26 (e) The decision of whether or not to act as an authorizing
27 body to grant a contract to organize and operate 1 or more public

1 school academies under part 6a OR 6B of Act No. 451 of the Public
2 Acts of 1976, being sections 380.501 to 380.507 AND 380.511 TO
3 380.518 of the Michigan Compiled Laws, or the granting of a leave
4 of absence to an employee of a school district to participate in
5 a public school academy.

6 ~~(f) The decision of whether or not to contract with a third
7 party for one or more noninstructional support services, or the
8 procedures for obtaining the contract, or the identity of the
9 third party, or the impact of the contract on individual employ-
10 ees or the bargaining unit.~~

11 (F) ~~(g)~~ The use of volunteers in providing services at its
12 schools.

13 (G) ~~(h)~~ Decisions concerning use of experimental or pilot
14 programs and staffing of experimental or pilot programs and deci-
15 sions concerning use of technology to deliver educational pro-
16 grams and services and staffing to provide the technology, or the
17 impact of these decisions on individual employees or the bargain-
18 ing unit.

19 (H) ~~(i)~~ Any compensation or additional work assignment
20 intended to reimburse an employee for or allow an employee to
21 recover any monetary penalty imposed under this act.

22 (4) The matters described in subsection (3) are prohibited
23 subjects of bargaining between a public school employer and a
24 bargaining representative of its employees, and, for the purposes
25 of this act, are within the sole authority of the public school
26 employer to decide.