

HOUSE BILL No. 4654

May 11, 1999, Introduced by Reps. Law, Rocca, Woronchak, Gielegem, Thomas, LaSata, Hager, Sanborn, Green, Bogardus, Schauer, Spade and Switalski and referred to the Committee on Employment Relations, Training and Safety.

A bill to amend 1947 PA 336, entitled

"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,"

by amending sections 7a and 15 (MCL 423.207a and 423.215), section 7a as added and section 15 as amended by 1994 PA 112, and by adding section 7b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

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
6 participate in additional mediation under this section.

1 (2) If parties described in subsection (1) agree to
2 participate in mediation under this section, then not later than
3 30 days after the date of impasse, each of the parties shall
4 appoint 1 individual to represent the party in the mediation, and
5 those 2 representatives shall select through a mutually agreed
6 process a neutral third party to act as the mediator. The medi-
7 ator and the 2 representatives shall meet to attempt to agree to
8 a recommended settlement of the impasse.

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

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

22 (5) Both parties shall share equally any expenses of media-
23 tion conducted under this section.

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

26 SEC. 7B. (1) THIS SECTION APPLIES TO COLLECTIVE BARGAINING
27 BETWEEN A PUBLIC SCHOOL EMPLOYER AND A BARGAINING UNIT OF ITS

1 EMPLOYEES THAT CONSISTS OF EMPLOYEES WHO ARE NOT SCHOOL
2 ADMINISTRATORS AND ARE NOT EMPLOYED IN A POSITION REQUIRING A
3 VALID TEACHING CERTIFICATE UNDER THE REVISED SCHOOL CODE, 1976 PA
4 451, MCL 380.1 TO 380.1852.

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

16 (3) WITHIN 10 DAYS AFTER A REQUEST UNDER SUBSECTION (2) IS
17 FILED WITH THE COMMISSION, THE PUBLIC SCHOOL EMPLOYER AND THE
18 BARGAINING REPRESENTATIVE EACH SHALL CHOOSE A DELEGATE TO AN
19 ARBITRATION PANEL AS PROVIDED IN THIS SECTION. THE EMPLOYER AND
20 BARGAINING REPRESENTATIVE PROMPTLY SHALL ADVISE THE OTHER AND THE
21 COMMISSION OF ITS SELECTION.

22 (4) WITHIN 7 DAYS AFTER RECEIVING A REQUEST FROM 1 OR BOTH
23 PARTIES, THE COMMISSION SHALL SELECT FROM ITS PANEL OF ARBITRA-
24 TORS, ESTABLISHED UNDER SECTION 5 OF 1969 PA 312, MCL 423.235, 3
25 PERSONS AS NOMINEES FOR IMPARTIAL ARBITRATOR OR CHAIRPERSON OF
26 THE ARBITRATION PANEL. WITHIN 5 DAYS AFTER THE SELECTION EACH
27 PARTY MAY PEREMPTORILY STRIKE THE NAME OF 1 OF THE NOMINEES.

1 WITHIN 7 DAYS AFTER THIS 5-DAY PERIOD, THE COMMISSION SHALL
2 DESIGNATE 1 OF THE REMAINING NOMINEES AS THE IMPARTIAL
3 ARBITRATOR.

4 (5) UPON THE APPOINTMENT OF THE IMPARTIAL ARBITRATOR UNDER
5 SUBSECTION (4), THE IMPARTIAL ARBITRATOR SHALL ACT AS CHAIRPERSON
6 OF THE ARBITRATION PANEL, SHALL CALL A HEARING TO BEGIN WITHIN 15
7 DAYS, AND SHALL GIVE REASONABLE NOTICE TO THE PARTIES OF THE TIME
8 AND PLACE OF THE HEARING. THE CHAIRPERSON SHALL PRESIDE OVER THE
9 HEARING AND SHALL TAKE TESTIMONY. UPON APPLICATION AND FOR GOOD
10 CAUSE SHOWN, AND UPON SUCH TERMS AND CONDITIONS AS ARE CONSIDERED
11 JUST BY THE ARBITRATION PANEL, A PERSON, LABOR ORGANIZATION, OR
12 GOVERNMENTAL UNIT HAVING A SUBSTANTIAL INTEREST IN THE HEARING
13 MAY BE GRANTED LEAVE TO INTERVENE BY THE ARBITRATION PANEL. ANY
14 ORAL OR DOCUMENTARY EVIDENCE AND OTHER DATA CONSIDERED RELEVANT
15 BY THE ARBITRATION PANEL MAY BE RECEIVED IN EVIDENCE. THE PRO-
16 CEEDINGS SHALL BE INFORMAL. TECHNICAL RULES OF EVIDENCE DO NOT
17 APPLY AND THE COMPETENCY OF THE EVIDENCE SHALL NOT BE CONSIDERED
18 IMPAIRED BECAUSE OF A VIOLATION OF TECHNICAL RULES OF EVIDENCE.
19 A VERBATIM RECORD OF THE PROCEEDINGS SHALL BE MADE AND THE CHAIR-
20 PERSON SHALL ARRANGE FOR THE NECESSARY RECORDING SERVICE.
21 TRANSCRIPTS MAY BE ORDERED AT THE EXPENSE OF THE PARTY ORDERING
22 THEM, BUT THE TRANSCRIPTS ARE NOT NECESSARY FOR A DECISION BY THE
23 ARBITRATION PANEL. THE EXPENSE OF THE PROCEEDINGS, INCLUDING A
24 FEE TO THE CHAIRPERSON, SHALL BE ESTABLISHED IN ADVANCE BY THE
25 COMMISSION AND SHALL BE BORNE EQUALLY BY EACH OF THE PARTIES TO
26 THE DISPUTE AND THE STATE. A DELEGATE WHO IS A PUBLIC OFFICER OR
27 EMPLOYEE SHALL CONTINUE ON THE PAYROLL OF THE PUBLIC EMPLOYER AT

1 HIS OR HER USUAL RATE OF PAY. THE HEARING CONDUCTED BY THE
2 ARBITRATION PANEL MAY BE ADJOURNED FROM TIME TO TIME, BUT, UNLESS
3 OTHERWISE AGREED BY THE PARTIES, SHALL BE CONCLUDED WITHIN 30
4 DAYS OF THE TIME OF ITS COMMENCEMENT. ACTIONS AND RULINGS OF THE
5 MAJORITY OF THE ARBITRATION PANEL CONSTITUTE THE ACTIONS AND RUL-
6 INGS OF THE ARBITRATION PANEL.

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

20 (7) AT ANY TIME BEFORE AN ARBITRATION PANEL RENDERS AN
21 AWARD, THE CHAIRPERSON OF THE ARBITRATION PANEL, IF HE OR SHE IS
22 OF THE OPINION THAT IT WOULD BE USEFUL OR BENEFICIAL TO DO SO,
23 MAY REMAND THE DISPUTE TO THE PARTIES FOR FURTHER COLLECTIVE BAR-
24 GAINING FOR A PERIOD NOT TO EXCEED 3 WEEKS. IF THE DISPUTE IS
25 REMANDED FOR FURTHER COLLECTIVE BARGAINING UNDER THIS SUBSECTION,
26 THE TIME PROVISIONS OF THIS SECTION ARE EXTENDED FOR A TIME

1 PERIOD EQUAL TO THAT OF THE REMAND. THE CHAIRPERSON OF THE
2 ARBITRATION PANEL SHALL NOTIFY THE COMMISSION OF THE REMAND.

3 (8) AT OR BEFORE THE CONCLUSION OF THE HEARING, THE ARBITRA-
4 TION PANEL SHALL IDENTIFY THE ECONOMIC ISSUES IN DISPUTE AND
5 SHALL DIRECT EACH OF THE PARTIES TO SUBMIT, WITHIN A TIME LIMIT
6 PRESCRIBED BY THE PANEL, TO THE ARBITRATION PANEL AND TO EACH
7 OTHER THE PARTY'S LAST OFFER OF SETTLEMENT ON EACH ECONOMIC
8 ISSUE. THE DETERMINATION OF THE ARBITRATION PANEL AS TO THE
9 ISSUES IN DISPUTE AND AS TO WHICH OF THESE ISSUES ARE ECONOMIC
10 ISSUES IS CONCLUSIVE. THE ARBITRATION PANEL, WITHIN 30 DAYS
11 AFTER THE CONCLUSION OF THE HEARING, OR WITHIN ADDITIONAL PERIODS
12 AGREED BY THE PARTIES, SHALL MAKE WRITTEN FINDINGS OF FACT AND
13 ISSUE A WRITTEN OPINION AND ORDER UPON THE ISSUES PRESENTED TO
14 THE PANEL AND UPON THE RECORD MADE BEFORE THE PANEL, AND SHALL
15 MAIL OR OTHERWISE DELIVER A TRUE COPY OF THE FINDINGS, OPINION,
16 AND ORDER TO THE PARTIES AND THEIR REPRESENTATIVES AND TO THE
17 COMMISSION. AS TO EACH ECONOMIC ISSUE, THE ARBITRATION PANEL
18 SHALL ADOPT THE LAST OFFER OF SETTLEMENT THAT, IN THE OPINION OF
19 THE ARBITRATION PANEL, MORE NEARLY COMPLIES WITH THE APPLICABLE
20 FACTORS PRESCRIBED IN SUBSECTION (9). THE FINDINGS, OPINION, AND
21 ORDER AS TO ALL OTHER ISSUES SHALL BE BASED ON THE APPLICABLE
22 FACTORS PRESCRIBED IN SUBSECTION (9).

23 (9) IF THERE IS NO AGREEMENT BETWEEN THE PARTIES, OR IF
24 THERE IS AN AGREEMENT BUT THE PARTIES HAVE BEGUN NEGOTIATIONS OR
25 DISCUSSIONS TOWARD A NEW AGREEMENT OR AMENDMENT OF THE EXISTING
26 AGREEMENT, AND WAGE RATES OR OTHER CONDITIONS OF EMPLOYMENT UNDER
27 THE PROPOSED NEW OR AMENDED AGREEMENT ARE IN DISPUTE, THE

1 ARBITRATION PANEL SHALL BASE ITS FINDINGS, OPINION, AND ORDER
2 UPON THE FOLLOWING FACTORS, AS APPLICABLE:

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

4 (B) STIPULATIONS OF THE PARTIES.

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

7 (D) COMPARISON OF THE WAGES, HOURS, AND CONDITIONS OF
8 EMPLOYMENT OF THE EMPLOYEES INVOLVED IN THE ARBITRATION PROCEED-
9 ING WITH THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF OTHER
10 EMPLOYEES PERFORMING SIMILAR SERVICES FOR PUBLIC SCHOOL EMPLOYERS
11 IN COMPARABLE COMMUNITIES.

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

14 (F) THE OVERALL COMPENSATION PRESENTLY RECEIVED BY THE
15 EMPLOYEES, INCLUDING DIRECT WAGE COMPENSATION, VACATIONS, HOLI-
16 DAYS AND OTHER EXCUSED TIME, INSURANCE AND PENSIONS, MEDICAL AND
17 HOSPITALIZATION BENEFITS, THE CONTINUITY AND STABILITY OF EMPLOY-
18 MENT, AND ALL OTHER BENEFITS RECEIVED.

19 (G) CHANGES IN ANY OF THE CIRCUMSTANCES DESCRIBED IN SUBDI-
20 VISIONS (A) TO (F) DURING THE PENDENCY OF THE ARBITRATION
21 PROCEEDINGS.

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

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

16 (11) IF THE BARGAINING REPRESENTATIVE OF EMPLOYEES SUBJECT
17 TO THIS SECTION WILLFULLY DISOBEYS A LAWFUL ORDER OF ENFORCEMENT
18 BY A CIRCUIT COURT PURSUANT TO SUBSECTION (10), OR WILLFULLY
19 ENCOURAGES OR OFFERS RESISTANCE TO THE ORDER, WHETHER BY A STRIKE
20 OR OTHERWISE, THE PUNISHMENT FOR EACH DAY THAT CONTEMPT PERSISTS
21 MAY BE A FINE FIXED IN THE DISCRETION OF THE COURT IN AN AMOUNT
22 NOT TO EXCEED \$250.00 PER DAY. IF A PUBLIC SCHOOL EMPLOYER WILL-
23 FULLY DISOBEYS A LAWFUL ORDER OF ENFORCEMENT BY THE CIRCUIT COURT
24 OR WILLFULLY ENCOURAGES OR OFFERS RESISTANCE TO THE ORDER, THE
25 PUNISHMENT FOR EACH DAY THAT CONTEMPT PERSISTS MAY BE A FINE
26 FIXED AT THE DISCRETION OF THE COURT IN AN AMOUNT NOT TO EXCEED

1 \$250.00 PER DAY TO BE ASSESSED AGAINST THE PUBLIC SCHOOL
2 EMPLOYER.

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

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

19 (14) ANY PROVISION OF THIS ACT REGARDING FACT-FINDING PROCE-
20 DURES IS INAPPLICABLE TO DISPUTES SUBJECT TO ARBITRATION UNDER
21 THIS SECTION.

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

24 Sec. 15. (1) A public employer shall bargain collectively
25 with the representatives of its employees as defined in section
26 11 and is authorized to make and enter into collective bargaining
27 agreements with ~~such~~ THOSE representatives. Except as

1 otherwise provided in this section, for the purposes of this
2 section, to bargain collectively is the performance of the mutual
3 obligation of the employer and the representative of the employ-
4 ees to meet at reasonable times and confer in good faith with
5 respect to wages, hours, and other terms and conditions of
6 employment, or the negotiation of an agreement, or any question
7 arising under the agreement, and the execution of a written con-
8 tract, ordinance, or resolution incorporating any agreement
9 reached if requested by either party, but this obligation does
10 not compel either party to agree to a proposal or require the
11 making of a concession.

12 (2) A public school employer has the responsibility, author-
13 ity, and right to manage and direct on behalf of the public the
14 operations and activities of the public schools under its
15 control.

16 (3) Collective bargaining between a public school employer
17 and a bargaining representative of its employees shall not
18 include any of the following subjects:

19 (a) Who is or will be the policyholder of an employee group
20 insurance benefit. This subdivision does not affect the duty to
21 bargain with respect to types and levels of benefits and cover-
22 ages for employee group insurance. A change or proposed change
23 in a type or to a level of benefit, policy specification, or cov-
24 erage for employee group insurance shall be bargained by the
25 public school employer and the bargaining representative before
26 the change may take effect.

1 (b) Establishment of the starting day for the school year
2 and of the amount of pupil contact time required to receive full
3 state school aid under section 1284 of the REVISED school code,
4 ~~of 1976, Act No. 451 of the Public Acts of 1976, being section~~
5 ~~380.1284 of the Michigan Compiled Laws~~ 1976 PA 451, MCL
6 380.1284, and under section 101 of the state school aid act of
7 1979, ~~Act No. 94 of the Public Acts of 1979, being section~~
8 ~~388.1701 of the Michigan Compiled Laws~~ 1979 PA 94, MCL
9 388.1701.

10 (c) Composition of site-based decision-making bodies estab-
11 lished pursuant to ~~section 1202a of Act No. 451 of the Public~~
12 ~~Acts of 1976, being section 380.1202a of the Michigan Compiled~~
13 ~~Laws~~ THE REVISED SCHOOL CODE, 1976 PA 451, MCL 380.1 TO
14 380.1852, or of school improvement committees established under
15 section 1277 of ~~Act No. 451 of the Public Acts of 1976, being~~
16 ~~section 380.1277 of the Michigan Compiled Laws~~ THE REVISED
17 SCHOOL CODE, 1976 PA 451, MCL 380.1277.

18 (d) The decision of whether or not to provide or allow
19 interdistrict or intradistrict open enrollment opportunity in a
20 school district or of which grade levels or schools in which to
21 allow such an open enrollment opportunity.

22 (e) The decision of whether or not to act as an authorizing
23 body to grant a contract to organize and operate 1 or more public
24 school academies under part 6a of ~~Act No. 451 of the Public Acts~~
25 ~~of 1976, being sections 380.501 to 380.507 of the Michigan~~
26 ~~Compiled Laws~~ THE REVISED SCHOOL CODE, 1976 PA 451, MCL 380.501

1 TO 380.507, or the granting of a leave of absence to an employee
2 of a school district to participate in a public school academy.

3 ~~-(f) The decision of whether or not to contract with a third~~
4 ~~party for 1 or more noninstructional support services; or the~~
5 ~~procedures for obtaining the contract; or the identity of the~~
6 ~~third party; or the impact of the contract on individual employ-~~
7 ~~ees or the bargaining unit.~~

8 (F) ~~-(g)~~ The use of volunteers in providing services at its
9 schools.

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

16 (H) ~~-(i)~~ Any compensation or additional work assignment
17 intended to reimburse an employee for or allow an employee to
18 recover any monetary penalty imposed under this act.

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