

(I) SALARY AND WAGES, INCLUDING THE PERCENTAGE OF THE INCREASE IN THE SALARY AND WAGES BUDGET THAT WILL BE DEVOTED TO MERIT INCREMENTS AND CASH AWARDS, PROVIDED THAT SALARIES AND WAGES SHALL BE UNIFORM FOR ALL EMPLOYEES IN THE SAME CLASSIFICATION;

(II) ON OR AFTER JUNE 1, 1994, PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE EMPLOYEES;

(III) EMPLOYEE BENEFITS SUCH AS INSURANCE, LEAVE, HOLIDAYS, AND VACATIONS;

(IV) HOURS AND WORKING CONDITIONS;

(V) PROVISIONS FOR THE ORDERLY PROCESSING AND SETTLEMENT OF GRIEVANCES CONCERNING THE INTERPRETATION AND IMPLEMENTATION OF A COLLECTIVE BARGAINING AGREEMENT THAT MAY INCLUDE:

1. BINDING THIRD PARTY ARBITRATION, PROVIDED THAT THE ARBITRATOR HAS NO AUTHORITY TO AMEND, ADD TO, OR SUBTRACT FROM THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT; AND

2. PROVISIONS FOR THE EXCLUSIVITY OF FORUM;

(VI) MATTERS AFFECTING THE HEALTH AND SAFETY OF EMPLOYEES; AND

(VII) THE EFFECT OF THE EXERCISE OF THE COMMISSION'S RIGHTS AND RESPONSIBILITIES UNDER SUBSECTION (P) OF THIS SECTION ON EMPLOYEES.

(2) THIS SUBSECTION DOES NOT REQUIRE THE COMMISSION OR THE EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE ANY CONCESSION.

(3) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS EXCLUSIVE REPRESENTATIVE SHALL MAKE EVERY REASONABLE EFFORT TO COMPLETE NEGOTIATIONS AT LEAST 2 MONTHS PRIOR TO THE COMMISSION'S BUDGET SUBMITTAL DEADLINE.

(K) (1) A MEDIATOR MAY BE USED IN THE COLLECTIVE BARGAINING PROCESS WHENEVER:

(I) THE COMMISSION AND THE EMPLOYEE ORGANIZATION AGREE TO MEDIATION; OR

(II) AN IMPASSE RESULTS, AND THE COMMISSION OR THE EMPLOYEE ORGANIZATION REQUESTS MEDIATION.

(2) (I) THE MEDIATOR SHALL BE MUTUALLY SELECTED BY THE COMMISSION AND THE EMPLOYEE ORGANIZATION FROM A LIST SUPPLIED BY THE AMERICAN ARBITRATION ASSOCIATION OR THE FEDERAL MEDIATION AND CONCILIATION SERVICE.