

(II) IF THE COMMISSION AND THE EMPLOYEE ORGANIZATION ARE UNABLE TO MUTUALLY AGREE ON THE SELECTION OF A MEDIATOR, THE LABOR RELATIONS ADMINISTRATOR SHALL SELECT THE MEDIATOR.

(3) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE EQUALLY THE COSTS OF MEDIATION.

(L) (1) A FACT-FINDER MAY BE USED IN THE COLLECTIVE BARGAINING PROCESS WHENEVER:

(I) THE COMMISSION AND THE EMPLOYEE ORGANIZATION AGREE TO FACT-FINDING; OR

(II) AN IMPASSE RESULTS, AND THE COMMISSION OR THE EMPLOYEE ORGANIZATION REQUESTS FACT-FINDING.

(2) THE FACT FINDER 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.

(3) IF AGREEMENT CANNOT BE REACHED ON THE SELECTION OF A FACT FINDER, THE FACT FINDER SHALL BE SELECTED BY THE LABOR RELATIONS ADMINISTRATOR.

(4) (I) THE FACT FINDER SHALL HOLD HEARINGS AND MAY ADMINISTER OATHS.

(II) WITHIN 30 DAYS AFTER APPOINTMENT, THE FACT FINDER SHALL GIVE TO THE COMMISSIONER AND THE EMPLOYEE ORGANIZATION A WRITTEN REPORT WITH FINDINGS AND RECOMMENDATIONS TO RESOLVE THE IMPASSE.

(5) IF THE IMPASSE CONTINUES FOR 10 DAYS AFTER SUBMISSION OF THE FACT FINDER'S REPORT, THE FACT FINDER SHALL MAKE THE REPORT AVAILABLE TO THE PUBLIC.

(6) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE EQUALLY THE COSTS OF THE FACT FINDER.

(M) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS EXCLUSIVE REPRESENTATIVE OF A BARGAINING UNIT SHALL EXECUTE A COLLECTIVE BARGAINING AGREEMENT INCORPORATING ALL MATTERS OF AGREEMENT ON WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

(2) IF A COLLECTIVE BARGAINING AGREEMENT PROVIDES FOR A GRIEVANCE PROCEDURE, THAT GRIEVANCE PROCEDURE SHALL BE THE SOLE PROCEDURE FOR EMPLOYEES IN THE BARGAINING UNIT.

(3) THE COLLECTIVE BARGAINING AGREEMENT MAY INCLUDE AN AGENCY SHOP OR OTHER UNION SECURITY PROVISION.