

(II) IN THE RUNOFF ELECTION, THE BALLOT SHALL CONTAIN THE TWO CHOICES THAT RECEIVED THE HIGHEST NUMBER OF VOTES IN THE INITIAL ELECTION.

(6) AFTER THE ELECTION, THE LABOR RELATIONS ADMINISTRATOR SHALL CERTIFY THE APPROPRIATE EMPLOYEE ORGANIZATION AS THE EXCLUSIVE REPRESENTATIVE.

(7) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE EQUALLY THE COSTS OF THE ELECTION PROCEDURES.

(H) (1) ELECTIONS MAY NOT BE CONDUCTED:

(I) WITHIN 1 YEAR FROM THE DATE OF A VALID ELECTION UNDER THIS SECTION; OR

(II) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT.

(2) DURING THE TERM OF A COLLECTIVE BARGAINING AGREEMENT, A PETITION FOR AN ELECTION MAY BE FILED ONLY DURING NOVEMBER OF THE FISCAL YEAR IN WHICH THE AGREEMENT EXPIRES.

(I) (1) IF THE COMMISSION AND AN EMPLOYEE ORGANIZATION DISPUTE THE ELIGIBILITY OF AN EMPLOYEE IN A BARGAINING UNIT, THE DISPUTE SHALL BE SUBMITTED TO THE LABOR RELATIONS ADMINISTRATOR.

(2) THE LABOR RELATIONS ADMINISTRATOR SHALL HOLD EVIDENTIARY HEARINGS AT WHICH THE COMMISSION AND INTERESTED EMPLOYEE ORGANIZATIONS SHALL HAVE THE OPPORTUNITY TO PRESENT TESTIMONY, DOCUMENTARY AND OTHER EVIDENCE, AND ARGUMENTS.

(3) THE DECISION OF THE LABOR RELATIONS ADMINISTRATOR IS FINAL.

(4) THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHALL SHARE EQUALLY THE COSTS OF THE HEARINGS.

(J) (1) THE COMMISSION AND AN EMPLOYEE ORGANIZATION CERTIFIED AS EXCLUSIVE REPRESENTATIVE SHALL MEET AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH IN REGARD TO THE FOLLOWING SUBJECTS OF BARGAINING:

(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) PENSION AND OTHER RETIREMENT BENEFITS FOR ACTIVE EMPLOYEES;

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