

(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:

A. THE COMMISSION AND THE EMPLOYEE ORGANIZATION SHARE THE COSTS OF BINDING ARBITRATION EQUALLY; AND

B. 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.

(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.