O/A 1-13-84

IN THE SUPREME COURT OF FLORIDA

PALM BEACH JUNIOR COLLEGE BOARD OF TRUSTEES, Appellant, v. UNITED FACULTY OF PALM BEACH JUNIOR COLLEGE, Appellee.	:	Case No. 63,352 District Court of Appeal, 1st District No. AF-17

AMICUS CURIAE BRIEF
ON BEHALF OF MIAMI-DADE COMMUNITY COLLEGE

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

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PALM BEACH JUNIOR COLLEGE BOARD OF TRUSTEES, Appellant,	:	
v.	:	Case No. 63,352
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I. INTRODUCTION

Miami-Dade Community College (hereinafter "Miami-Dade") submits its amicus curiae brief in support of the Appellant, Palm Beach Junior College (hereinafter "Palm Beach"), pursuant to this Court's order dated September 15, 1983 and Rule 9.370 of the Florida Rules of Appellate Procedure. Miami-Dade concurs with and hereby adopts as its own the statement of facts and arguments set forth by Palm Beach Junior College in its Initial Brief. Miami-Dade fully concurs with Palm Beach Junior College that the decision of the First District Court of Appeal and the Florida Public Employees Relations Commission (hereinafter "PERC" or "the Commission") is in error and should be reversed by this Court. However, Miami-Dade wishes to briefly expound upon two arguments made by Palm Beach which are of critical concern to the disposition of this case.

II. ARGUMENT

A.

THE FIRST DCA AND PERC'S JUSTIFICATION FOR REMOVING FROM A PUBLIC EMPLOYER'S LEGISLATIVE BODY THE AUTHORITY TO INCORPORATE IN A COLLECTIVE BARGAINING AGREEMENT A CLAUSE ALLOWING PUBLIC EMPLOYERS TO MAKE CERTAIN MANAGEMENT DECISIONS DURING THE LIFE OF A COLLECTIVE BARGAINING AGREEMENT WITHOUT NEGOTIATING THE IMPACT OF THOSE DECISIONS WITH A CERTIFIED BARGAINING AGENT IS BASED ON THE ERRONEOUS THEORY THAT A BROAD SCOPE OF COLLECTIVE BARGAINING IS NEEDED TO COUNTERACT A PERCEIVED IMBALANCE IN THE BARGAINING PROCESS DUE TO THE PROHIBITION OF EMPLOYEE STRIKES IN FLORIDA.

PERC's holding below, as affirmed by the First District Court of Appeal, that a public employer may not negotiate to impasse or legislatively implement a clause in a collective bargaining agreement allowing the employer the right to implement management decisions during the life of a collective bargaining agreement without first bargaining the impact of that decision with the certified bargaining agent, is founded on the theory that because public employees in Florida are constitutionally precluded from engaging in strikes to achieve their collective bargaining demands, an imbalance of power exists in favor of management which, in the opinion of PERC, can only be cured, absent legislative or constitutional action, by "broadening the scope of negotiations". PERC's rationalization, as approved by the majority opinion of the First DCA is as follows:

> We have ... interpreted Section 447.309(1), Florida Statutes (1979), as requiring a relatively broad scope of negotiations to help counterbalance the absence of the right to strike by public employees. Duval Teachers United v. Duval County School Board, 3 FPER 96 (1977), aff'd., 353 So.2d 1244 (Fla. 1st DCA 1978). It is readily apparent to those familiar with the collective bargaining process that the absence of

> the power to compel an employer to make concessions in negotiations through a strike or a substitute mechanism such as binding arbitration creates a significant imbalance of bargaining power in favor of the employer. 7 FPER ¶ 12300 at 594.

PERC notes that the Legislature recognized this imbalance when it enacted Chapter 447 and therefore included in the statute devices designed to correct the power imbalance - devices such as mandatory dues deductions and mandatory binding grievance arbitration, neither of which exist under the National Labor Relations Act. Id., at 597 (f.n. 3). Putting on its legislative cap, however, the Commission then concludes that the measures contained in Chapter 447 are not enough - something more must be done to correct this perceived imbalance. It therefore announces policy measures designed to ensure "more meaningful collective negotiations", one of which, at issue here, is to recognize a "broad scope of bargaining". Under the guise of this reasoning it then holds that an employer cannot insist to the point of impasse, nor legislatively implement, a clause in a collective bargaining agreement permitting a public employer the right to implement a management decision during the life of a collective bargaining agreement without first negotiating with the Union over the impact that decision will have on the employees' terms and conditions of employment.

This approach has three visibly defective characteristics. The first is purely a matter of administrative law. The Commission is a creature of legislative origin - its purpose,

according to Section 447.207(2), Florida Statutes (1981),[1] is to "carry out the duties prescribed by this part", but nowhere does Chapter 447 permit PERC to pass judgment on the Legislature's wisdom in enacting the statutory scheme to implement the right to collective bargaining. As PERC has acknowledged, the Legislature recognized the power imbalance in collective negotiations necessarily resulting from banning public employee strikes, and included in the statute devices to remedy that imbalance. A "broad scope of bargaining" is not included among those countervailing forces. As the administrative agency charged with enforcing rather than rewriting the statute, PERC has no authority to add this admittedly pro-Union bargaining weapon to counteract what PERC has perceived as an imbalance in the bargaining process.

A second, and related flaw of Perc's theory arises simply as a matter of statutory construction. The Florida legislature, in response to a decision by the Fifth District Court of Appeal in City of Winter Park v. PERC, 383 So.2d 653 (Fla. 5th DCA 1980), which reversed a PERC decision holding that local legislative bodies may not implement after impasse "non-substantive" subjects of negotiation whose operation depends on the existence of a collective bargaining agreement such as duration articles, preambles and reopener clauses, amended Section 447.403(e) in 1980 to specifically remove certain disputed impasse issues from

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[1]All references to Section 447 will be to Section 447 (1981) unless otherwise indicated.

the legislative bodies' implementation authority. Section 403(e) now reads, in its entirety:

> " (e) Following the resolution of the disputed impasse issues by the legislative body, the parties shall reduce to writing an agreement which includes those issues agreed to by the parties and those disputed impasse issues resolved by the legislative body's action taken pursuant to paragraph (d). The agreement shall be signed by the chief executive officer and the bargaining agent and shall be submitted to the public employer and to the public employees who are members of the bargaining unit for ratification. If such agreement is not ratified by all parties, pursuant to the provisions of s. 447.309, the legislative body's action taken pursuant to the provisions of paragraph (d) shall take effect as of the date of such legislative body's action for the remainder of the first fiscal year which was the subject of negotiations; however, the legislative body's action shall not take effect with respect to those disputed impasse issues which establish the language of contractual provisions which could have no effect in the absence of a ratified agreement, including, but not limited to, preambles, recognition clauses, and duration clauses. (emphasis supplied)

Hence, the Legislature has specifically recognized certain impasse items that cannot be implemented by local legislative bodies during the statutory impasse procedures. Obviously, a management's rights clause restricting impact bargaining, at issue here, is not on that list.[2] The time honored principle of

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[2]It cannot be argued that a management's rights clause of this variety would be statutorily non-implementable as an impasse item that "would have no effect in the absence of a ratified agreement." Operation of a management's rights clause, of

(Footnote Continued)

expressio unis est exclusio alterius could be no more applicable in this instance, that is "a statute which enumerates or forbids matters is ordinarily construed as excluding those not expressly mentioned." See Baeza v. Pan American Airlines, 392 So.2d 920 (Fla. 3rd DCA 1980). The Legislature in this instance has spoken, and spoken quite clearly. It has removed from local legislatures the authority to implement certain impasse items but has not included among those items the clause at issue before this Court. PERC's interpretation of Section 447.403(e) is therefore clearly erroneous and at odds with longstanding principles of statutory construction.

Thirdly, and finally, the Commission fails to point out that the Legislature, in recognizing this imbalance, did much more than to simply provide binding grievance arbitration and mandatory dues deductions to public employees for purposes of equalizing the power imbalance. It also installed an express substitute mechanism to counter the constitutional prohibition on public employee strikes which, when functioning properly, itself balances the power by placing the ultimate decision as to employees' terms and conditions of employment in the hands of what the Legislature has declared to be a neutral, unbiased third party - the public employer's local legislative body.

(Footnote Continued)
course, would not hinge upon the existence of a collective bargaining agreement.

Section 447.403(4)(d) provides that if the parties are unable to accept the Special Master's recommended decision during the course of the statutorily delineated impasse procedures:

> Thereafter the legislative body shall take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve all disputed impasse issues ... (emphasis supplied).

Significantly, this legislative body which ultimately determines the employees' terms and conditions of employment is not the same entity that at one point in the negotiations represented the public employer's interests. On the contrary, this is the legislative body which wears a new hat - a neutral, unbiased group of publicly elected legislators who resolve the impasse by taking into account both the interests of the employer, the employees, and the public at large. The dual scheme set forth in Section 447.403(4)(d) is a form of binding interest arbitration with the legislative body acting as the neutral arbitrator making the ultimate decision. It is by statute the mechanism which corrects the perceived imbalance emanating from the legislative and constitutional strike proscription.

PERC itself has recognized this very principle. The Commission has construed Section 447.309(1) as imposing on the legislative body acting in its impasse-resolving capacity a "strict duty of fairness and impartiality" in order to balance the strike prohibitions of Chapter 447. City of South Miami, 4 FPER ¶4065 (1978); City of Boca Raton, 4 FPER ¶4040 (1978). In fact, PERC long ago established the principle that a legislative body acting in its impasse resolving capacity commits an unfair

labor practice and is subject to all of the sanctions available under Chapter 447 if it fails to act in a fair, neutral manner in resolving an impasse in negotiations. In Boca Raton, supra, the Commission reversed its General Counsel's dismissal of unfair labor practice charges brought against the City Council of the City of Boca Raton for allegedly failing to maintain a neutral posture and failing to consider the interests of the public employees in resolving the negotiation impasse. In so holding, PERC viewed the legislative body's necessity to act in a fair, impartial manner as the quid pro quo for Chapter 447's strike prohibition, as noted in the following excerpts from that opinion:

> As a matter of policy, the public employer/legislative body bears a special responsibility during the final state of the impasse process because of the absence of meaningful alternatives. Strikes by public employees are expressly prohibited by Article I, Section 6 of the Florida Constitution. In addition, the Act contains numerous measures for restricting public employee strikes. The First District Court of Appeal has observed that:
>
> > "We do not believe that the constitutional and legislative prohibitions against strikes by public employees were ever intended to give public employers a power advantage over their employees ... Strikes are prohibited to protect the public, not to circumvent the right of public employees ...' School Board of Escambia County v. PERC and The Escambia Education Association, 350 So.2d 819 (Fla. 1st DCA 1977)."
>
> As a result of the strike prohibition and the absence of binding interest arbitration, the only alternative available for an employee organization

to advance its position following impasse is via the Chapter 447 impasse procedures. It is incumbent upon the Commission to construe the public employer/legislative body's role in the impasse process in a manner that recognizes the employee organization's lack of alternatives once negotiations have deadlocked. A strict duty of fairness upon the public employer/legislative body satisfies that policy objective.

The Commission will closely scrutinize the actions of a public employer/legislative body to insure good faith observance of the duty of fairness. A public employer/legislative body must seek to avoid any appearance of impropriety which indicates that the parties are not receiving equal treatment, or that the final action taken is not solely in the public interest. By the test adopted, the Commission does not question the substance of the public employer/legislative body's final decision. Its only concern is that a public employer/legislative body reach that decision on the basis of a fair and impartial consideration of the interests of all of the parties including the interest of the public employees involved.

* * *

The Commission has in this opinion noted the strict duty of fairness on the public employer/legislative body during the final portion of the impasse process which is to be measured by rigid adherence to considerations of fairness and impartiality and adherence to the statutory rights created by Chapter 447. If a public employer/legislative body should fail to maintain a fair posture, or fail to consider the interest of the public employees involved, pursuant to Section 447.403(4)(d), then the Commission could find that body in violation of Section 447.501(1)(a), notwithstanding its dual capacity. 4 FPER ¶4040 at 88-89 (emphasis supplied).

The legislative body, then, when acting in its impasse resolving capacity, acts essentially as an arbitrator. It cannot and does not wear its "management" hat. It is required to take into account the interests of both sides and the public interest and resolve the dispute in a fair and impartial manner or else it will subject itself to unfair labor practice sanctions. This is the mechanism the Legislature chose to utilize, as opposed to allowing a politically unaccountable outside arbitrator the ability to break the impasse and impose terms and conditions of employment. It alone serves to balance the inequity ostensibly brought about by the constitutional strike prohibition.

Thus, when a local legislative body resolves an impasse and elects to include in the contract a clause allowing the public employer to implement a management decision during the life of the agreement without bargaining the impact of that decision with the certified bargaining agent, it is an impasse resolution based on a fair and impartial consideration of both parties' positions, as well as the interests of its public constituents. If, as PERC suggests, such a "substitute mechanism as binding arbitration" would adequately serve to equalize the bargaining imbalance (Commission Order at p. 5), a fortiori Florida's statutorily mandated concept of a neutral legislative body rendering the decision serves that purpose. PERC need not, and indeed cannot, legislate anything further to correct the perceived imbalance.

PERC and the Unions may well argue that although the legislative body acting in its impasse-resolving capacity is in theory supposed to act in a neutral fashion, and that this is the way the Legislature intended for it to work, in practice it does not.

There is no way, the argument runs, that a legislative body which at one point in the negotiations acted in an advisory capacity to the chief executive officer can now "switch hats" and become a neutral body capable of resolving an impasse in an unbiased fashion.

This, in fact, is the only plausible way to interpret PERC's decision. The Commission, "legislatively" deciding that a broad scope of negotiations is one way to help balance the bargaining imbalance brought about by the strike proscription, is in effect telling the Legislature that the statutory impasse scheme it devised to break an impasse is not adequate - it is, in PERC's opinion, management biased so other weapons must be given to Unions to balance the power.

But can this Court allow PERC to make that judgment? Is PERC, as the administrative agency designed to implement Chapter 447, permitted to tell the Legislature that in its opinion an imbalance remains and therefore take it upon itself to rewrite the statute? Miami-Dade thinks not. If the statutory impasse scheme has resulted in a system tipping the scales of power toward management, let the Legislature be the one to perceive that imbalance and take action to correct it, not PERC.

The analysis of the case, to summarize, can be succinctly stated. If local legislative bodies are acting as neutral third parties in resolving impasse disputes, as the statute clearly contemplates, then there is no power imbalance resulting from the constitutional strike proscription and nothing needs to be added to the statute - not even PERC's declared policy of a "broad scope of bargaining" which precludes a legislative body from

determining that the public employer ought to be able to make inherently "management" decisions during the life of the agreement without bargaining with a Union over the impact of those decisions. If, on the other hand, the legislative bodies are not acting as "neutrals" in their impasse resolution capacity, and this has resulted in an "imbalance of power", the Legislature should be the entity to perceive that problem and reword the statute. PERC's role as an administrative agency is not that of an author but only as an enforcer of those principles legislatively announced. Its order here unquestionably overstepped the bounds of administrative authority and was clearly in error.

B.

FROM A PRAGMATIC POINT OF VIEW, THE COMMISSION'S DECISION, AS APPROVED BY THE FIRST DISTRICT, WOULD EFFECTIVELY SLOW THE WHEELS OF GOVERNMENT TO A HALT BY PLACING IN THE HANDS OF UNIONS, WHO ARE NOT OTHERWISE ACCOUNTABLE TO THE PUBLIC, THE ABILITY TO FORCE AN EMPLOYER THROUGH THE ENTIRE STATUTORY IMPASSE PROCEDURE EACH TIME THE EMPLOYER SOUGHT TO RENDER A MANAGEMENT DECISION DURING THE LIFE OF A COLLECTIVE BARGAINING AGREEMENT.

Public employees are not the only ones who are afforded substantive rights under Chapter 447. Often overlooked is the fact that the statute in reality protects a distinct and identified trichotomy: the public employer, the public employee and, of course, the public itself. Section 447.201, the Act's statement of policy, contains the following proclamation:

> It is declared that the public policy of the state, and the purpose of this part, is to provide statutory implementation

> of S. 6, Art. I of the State Constitution, with respect to public employees; to promote harmonious and cooperative relationships between government and its employees, both collectively and individually; and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. (emphasis supplied).

Miami-Dade submits that the decision rendered by PERC in this proceeding, as affirmed by the First District Court of Appeal, runs completely afoul of this clear and unambiguous legislative mandate, and specifically that portion insuring the public's protection from disorderly and interrupted operation of government.

The impact of the rule announced by the panels below is clear - a public employer cannot insist in bargaining on inclusion of a clause in the collective bargaining agreement that allows it to implement a decision during the life of an agreement without first bargaining with the certified bargaining agent over the impact that decision will have on employees' terms and conditions of employment. Hence, absent an express and totally voluntary waiver by the certified agent contained in the collective bargaining agreement itself[3], an employer is required to sit down and negotiate the impact of every management decision made during the life of the collective bargaining agreement unless either the impact of such unforeseen decisions is included

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[3]See, e.g., Professional Firefighters of Gainesville v. City of Gainesville, 7 FPER ¶12325 (1981); Hillsborough County PBA v. City of Tampa, 7 FPER ¶11033 (1980).

in the contract or unless the Union has voluntarily waived its right to bargain the impact.[4] Concomitantly, the Union has the ability to force an employer to take the impact issue through the entire statutory impasse procedure, including negotiations, a Special Master Hearing, and a legislative body resolution, before allowing management to actually implement a decision. In terms of delay alone, the effect of this mandate is to deal a devastating blow to the efficiency of government in Florida. Indeed, it allows employee organizations the power to slow the wheels of government - to veto for an extended period of time the right to implement a legislative body decision - and yet the labor organization remains totally unaccountable to the third party in the bargaining process - the public. The Palm Beach principle as it now stands in effect clothes Florida unions with a far greater and more potent weapon that the right to strike - that being the right to financially blackmail employers into accepting Union dictates in order for management to implement a legitimate executive or legislative decision. This Court cannot sit idly by and allow such an atrocity to stand.

Consider the following example. Assume for the moment that a community college such as Miami-Dade or Palm Beach is notified

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[4]PERC has apparently carved out a limited exception to this rule, allowing unilateral action where employers are faced with "exigent circumstances". We can find no instance, however, where PERC has permitted management action under the guise of "exigent circumstances" and, in fact, PERC has considered and rejected that argument in several instances. See, e.g., Florida Classified Employees Assn. v. Taylor County School Board, 7 FPER ¶12100 (1981); Leon County PBA v. City of Tallahassee, 8 FPER ¶13400 (1982).

during the term of an existing collective bargaining agreement that its health insurance premiums covering employees in a certain bargaining unit will be increased by some 50% effective thirty days from the date of notification. The college, having already set its budget for wage payments, fringe benefits and the like over the term of the contract, cannot itself absorb the total additional premium costs. The only alternatives are to: (1) pass all or a portion of the increased costs along to each individual employee; or (2) reduce the coverage. Under the law as it presently exists, the college would be required to negotiate the 50% premium increase with the Union as it impacts on the employees' terms and conditions of employment.

The parties then sit down to negotiate. Meanwhile the college is required to absorb the total premium cost increase, as it is legally precluded from changing the status quo during the life of the collective bargaining agreement. John Palowitch v. Orange County School Board, 3 FPER 280 (1977). The parties must negotiate for a "reasonable period of time" before an impasse can be declared by either party. Edison Community College, 4 FPER ¶4292 (1978). Moreover, any disputed item must be fully negotiated prior to any submission to a Special Master - de novo proposals before the Special Master, according to PERC, are prohibited. Pinellas County PBA v. St. Petersburg, 3 FPER 166 (1977). Assuming the parties fail to agree,[5] the dispute is

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[5]Why, we should note, should the union agree to anything at this juncture? By refusing to agree, under the Palm Beach

(Footnote Continued)

required by statute to be submitted to a Special Master for resolution; the parties are legally precluded from even mutually waiving the Special Master process and proceeding directly to a legislative hearing. FTP-NEA, 5 FPER ¶10023 (1979).

After the parties seek and receive the appointment of a Special Master, hearings are held as set by the Special Master. His recommended decision is not due to be transmitted to the parties until fifteen (15) days after the close of the hearing, Section 447.403(3), and the parties have twenty (20) days thereafter to make up their minds about whether to accept or reject the recommendation.

Assuming either party rejects the recommendation, the legislative hearing process is triggered, resulting in more hearings as well as subjecting any legislative resolution of the dispute to a ratification vote by both the labor organization and the public employer. Section 447.403(4)(e). How long does this process take? No person with experience in the public bargaining process could honestly suggest that it would be less than three months.[6] In reality, three to six months is the norm. Furthermore, under the existing legislative scheme, the Union

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(Footnote Continued)
decision, it can require the employer to continue existing coverage and require the employer to pick up the entire cost until the passage of several months when the impasse procedures are completed.

[6]The record in this case, for example, reveals that the parties began negotiations in April of 1980 and, after a Special Master hearing and a legislative body resolution of the dispute, an agreement was not reached until November of that year, some seven months later.

could delay the implementation even longer. Assume the Special Master, following the hearing, made a recommendation in favor of management. Obviously, management would not reject that recommendation. However, a union that wanted to force the employer to continue paying the increased premiums would also not reject the recommendation. In that way the legislative impasse hearing is bypassed because such a hearing occurs only if one of the parties rejects. The Special Master's recommendation is then submitted to the bargaining unit and legislative body for ratification. If the bargaining unit fails to ratify - as it surely would - the bargaining process begins anew. Surely our Legislature did not intend to put in the hands of a party totally unaccountable to the public the right to stall and obstruct government action. The Palm Beach decision grants this decision to Florida unions.

The point is that all of this takes time - often a great deal of time, and money. But perhaps the greatest cost is that incurred by virtue of the employer's inability to make any decision whatsoever until the entire statutory impasse procedure has run its course. In the hypothetical case posed above, the employer would be required to absorb the entire 50% premium increase for all bargaining unit employees for the complete duration of the bargaining process. Depending upon the size of the unit involved, this could add up to thousands of dollars - needlessly wasted money that is provided compliments of Florida taxpayers. Miami-Dade submits that this is hardly what the Legislature had in mind when it stated in its preface to Chapter

447 that its purpose was "to assure the orderly and uninterrupted operations and functions of government".

PERC's twofold response to this argument is nothing short of incredible. It notes, first of all, that the Commission has never had a request for the appointment of a Special Master to preside over a dispute concerning the impact of a management decision during the life of an agreement. Quite plainly that simply begs the question - if anything, PERC's boastful recitation of this meaningless hyperbole simply reflects a conscious decision on management's part to avoid the exorbitant costs of delaying the decision-making process until the impasse procedures have been exhausted, by pro forma assention to Union demands. This form of economic blackmail, we submit, is no way to run government. At the very least it places ultimate decision making authority not in elected management officials, but in a Union whose leadership is totally insulated from political liability.

Secondly, PERC, apparently uncomfortable with the realization that all management decisions during the life of an agreement could be subject to the costly and cumbersome statutory impasse procedures, suggests that there may be circumstances "yet to be presented" under which something less than full-blown bargaining through impasse would be sufficient. But a simple review of PERC's decisions regarding the parties' obligations during the statutory impasse procedures evidences the absurdity of this suggestion. As noted hereinbefore, the parties must bargain for a reasonable period of time before any Special Master intervention can be considered. Moreover, the parties are

without authority to mutually waive the Special Master process. Finally, the legislative body aspect of the proceeding certainly must take place or otherwise a final and binding decision would never be made. Half-hearted bargaining is not permitted by Chapter 447, as PERC has so often reminded public employers.The Commission's feeble attempt to justify its absurd ruling finds no support in law or logic.

As the United States Supreme Court stated in First National Maintenance Corp. v. NLRB, ___ U.S. ___, 107 LRRM 2705 (1981), requiring an employer to bargain during the term of the agreement over a fundamental management right, in this case a decision to close one of its operations

> "could afford a union a powerful tool for achieving delay, a power that might be used to thwart management's intentions in a manner unrelated to any feasible solution the union might propose." 107 LRRM at 2711.

PERC and the First District have provided Unions in Florida with a powerful armament which, if left unbridled, will result in the evisceration of governmental decision-making authority and efficiency. If for no other reason, the problems inherent in the practical application of this decision insist upon its vacation.

III.

CONCLUSION

In view of the foregoing, and in conjunction with the learned reasoning set forth in Appellant Palm Beach Junior College's Initial Brief, Amicus Miami-Dade respectfully joins in Appellant's request that this Court reverse the decision of the First District Court of Appeal below and dismiss the unfair labor practice charges.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served, via United States first class mail, upon CHESTER B. GRIFFIN, ESQ., NEILL, GRIFFIN, JEFFRIES & LLOYD, Chartered, Post Office Box 1270, Fort Pierce, FL 33454; JESSE S. HOGG, ESQ., HOGG, ALLEN, RYCE, NORTON & BLUE, P.A., 121 Majorca Ave., Coral Gables, FL 33134; C. ANTHONY CLEVELAND, ESQ., General Counsel, FEA/United, 208 West Pensacola St., Tallahassee, FL 32301; CHARLES F. McCLAMMA, ESQ., Public Employees Relations Commission, 2600 Blair Stone Road, Suite 300, Tallahassee, FL 32301; HONORABLE RAYMOND E. RHODES, Clerk, Supreme Court Building, Tallhaassee, FL 32301; RICHARD F. TRISMEN, ESQ., Baker & Hostetler, P. O. Box 1660, Winter Park, FL 32790; RICHARDS, NODINE, GILKEY, FITE, MEYER & THOMPSON, 1253 Park St., Clearwater, FL 33516; LORENZ, LUNGSTRUM & HEFLIN, P. O. Box 1706, Ft. Walton Beach, FL 32549; METHENY & BREWER, P.A. Box 6526, Titusville, FL 32780; HARLLEE, PORGES, BAILEY & DURKIN, 1205 Manatee Ave. West, Bradenton, FL 33505; MARIAN P. McCULLOCH, ESQ., 1200 Freedom Federal Bldg., 220 Madison St., Tampa, FL 33602; RICHARD WAYNE GRANT, ESQ., 209 N. Jefferson St., Marianna, FL 32446; COFFMAN, COLEMAN, HENLEY & ANDREWS, P. O. Box 40089, Jacksonville, FL 32203; J. ROBERT McCLURE, JR., ESQ., P. O. Drawer 190, Tallahassee, FL 32302, this 10th day of October, 1983.

Wayne L Helsby
Attorney