

# Supreme Court of Florida

**ORIGINAL**

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No. 81,423

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SARASOTA CLASSIFIED/TEACHERS  
ASSOCIATION, et al., Petitioners,

vs.

SARASOTA COUNTY SCHOOL DISTRICT,  
Respondent.

CORRECTED OPINION

[February 3, 1994]

PER CURIAM.

We have for review Sarasota County School District v. Sarasota Classified/Teachers Ass'n, 614 So. 2d 1143 (Fla. 2d DCA 1993). Petitioner argued that this Court had jurisdiction because the decision below expressly affects a class of constitutional or state officers and expressly conflicts with another decision of this Court under the rationale of McBurnette v. Playground Equipment Corp., 137 So. 2d 563 (Fla. 1962). Although this Court accepted jurisdiction and heard oral arguments, we now determine that jurisdiction was improvidently granted.

Accordingly, this Court is without jurisdiction to hear this cause and the petition for review is hereby dismissed.

It is so ordered.

NO MOTION FOR REHEARING WILL BE ALLOWED.

OVERTON, McDONALD, GRIMES and HARDING, JJ., concur.  
KOGAN, J., dissents with an opinion, in which BARKETT, C.J. and SHAW, J., concur.

KOGAN, J., dissenting.

Jurisdiction obviously exists on grounds that the opinion below affects a class of constitutional officers, the school boards of this state. See Florida State Board of Health v. Lewis, 149 So. 2d 41, 43 (Fla. 1963). The majority thus is declining jurisdiction as a matter of simple discretion, not because jurisdiction actually is lacking here. I disagree with the majority's tacit conclusion that this case is not sufficiently important to warrant review in this Court. I would grant review and would reverse the district court's opinion based on the rationale of my dissent in State v. Florida Police Benevolent Association, Inc., 613 So. 2d 415, 422-25 (Fla. 1992).

To my mind, the actions of the school board in unilaterally underfunding the collective bargaining agreement are incompatible with the plain language of article I, section 6 of the Florida Constitution. I do not believe the school board can single-handedly ignore a duly negotiated labor agreement. At a minimum, the board should be required to take actions to ensure that the workers' right to negotiate is meaningful, either by submitting the issue to arbitration or seeing that further negotiations as to money issues are conducted. This conclusion is all the more compelling here, in that the separation of powers question on which Police Benevolent Association hinged is absent in the context of a school board. See id. at 418-21 (majority opinion).

BARKETT, C.J. and SHAW, J., concur.

Application for Review of the Decision of the District Court of  
Appeal - Class of Constitutional Officers  
Second District - Case No. 92-01101

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Association/United, Tallahassee, Florida, on behalf of Sarasota  
Classified/Teachers Association; and Stephen A. Meck, General  
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Relations Commission,

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Amici Curiae for Hialeah Association of Fire Fighters, Local 1102; Coral Gables Professional Fire Fighters, Local 1210, International Association of Fire Fighters; Sarasota-Manatee Professional Fire Fighters and Paramedics, Local 2546; American Federation of State, County and Municipal Employees, Local 2432; Dade County Association of Fire Fighters, Local 1403, International Association of Fire Fighters; Service Employees International Union, Local 1991; and Professional Fire Fighters of Collier County, which consists of East Naples Fire Fighters, Local 2396, Marco Island Fire Fighters, Local 2887, North Naples Professional Fire Fighters, Local 2297, Professional Fire Fighters of Naples, Local 1874, and Professional Fire Fighters of Golden Gate, Local 3182