

# SCOPE OF BARGAINING



PUBLIC EMPLOYEES RELATIONS COMMISSION

## **INTRODUCTION**

Section 447.309(1), Florida Statutes (2005), directs a public employer to bargain collectively with the certified bargaining agent chosen by its employees regarding wages, hours, and terms and conditions of employment. Because the legislature has not specifically delineated those subjects which are negotiable, the Commission must define those subjects on a case-by-case basis. Section 447.209, Florida Statutes (2005), provides the Commission with broad policy considerations to consider when called upon to make a determination regarding what constitutes a negotiable subject. Mandatory subjects of bargaining must be negotiated upon a proper request by either party.

Section 447.209, Florida Statutes (2005), provides a public employer with certain management rights over which it is not required to negotiate. When a matter may reasonably be viewed as falling within the broad category of “terms and conditions of employment” but also arguably involves a managerial prerogative under Section 447.209, such an employer’s right to “exercise control and discretion over its organization and operations,” the apparent conflict will be resolved by the Commission in favor of mandatory bargaining. See Duval Teachers United v. Duval County School Board, 3 FPER 96 (1977), aff’d, 353 So. 2d 1244 (Fla. 1st DCA 1978).

This publication summarizes the Commission’s decisions on the scope of bargaining. A table of cases and subject matter index are provided.

We give special thanks to General Counsel Stephen Meck, Hearing Officers Lee Cohee, Suzanne Choppin and Christi Gray Sundberg, and Word Processor Barbara Kirkland for their assistance in preparation of this publication.

### **FLORIDA PUBLIC EMPLOYEES RELATIONS COMMISSION**

Donna M. Poole, Chair

Charles H. Kossuth, Jr., Commissioner

Jessica E. Varn, Commissioner

Second Edition – September, 2005

TABLE OF CONTENTS

Table of Cases.....	I - 1-13
Subject Matter Index.....	II - 1-6
Cases.....	1-22

	<b>Case Number</b>	<b>Page Number</b>
AFSCME, Local 3032; Delaney v. City of Hialeah v.	42	10
ATU, Local 1593 v. Hillsborough Area Regional Transit Authority	98	20
ATU, Local 1596 v. City of Gainesville	60	13
ATU, Local 1596 v. Orange-Seminole-Osceola Transit Authority	55	12
ATU, Local 1596 v. Orange-Seminole-Osceola Transit Authority	61	13
Big Bend PBA v. City of Quincy	92	19
Board of Regents, State University System; UFF, Local 1880 v.	13	4
Boca Raton, City of; Firefighters of Boca Raton, Local 1560 v.	59	13
Bradford County School Board; Bradford County Education Assn. v.	40	9
Bradford Education Assn. v. Bradford County School Board	40	9
Brevard County Sheriff's Office; Coast Florida PBA v.	108	22
Broward County Board of County Commissioners v. Port Everglades Fire Fighters Assn., Local 1989	96	20
Broward County CTA v. School Board of Broward County	11	3
Broward County, School Board of; Broward County CTA v.	11	3
Broward County, School District of; Federation of Public Employees v.	71	15
Broward County Sheriff's Office; Federation of Public Employees v.	33	8
Canaveral Port Authority; District 2A, Transportation, Technical, Warehouse, Industrial and Service Employees Union v.	99	20
Casselberry, City of v. Orange County PBA	57	13
Central Florida Professional Fire Fighters v. Board of County Commissioners of Orange County	43	10
Citrus, Cannery, Food Processing and Allied Workers, Drivers,	109	22

	<b>Case Number</b>	<b>Page Number</b>
Warehousemen and Helpers, Local Union 173 v. City of Sarasota		
Citrus, Cannery, Food Processing and Allied Workers, Drivers, Warehousemen and Helpers, Local Union 173; Sarasota County Board of County Commissioners v.	97	20
Cocoa; City of; IAFF, Local 2416 v.	74	16
CTA of Gilchrist County v. The School Board of Gilchrist County	22	5
Coastal Florida PBA v. Brevard County Sheriff's Office	108	22
Collier County, In re School Board of	46	11
Collier County, School District of; Collier Support Personnel, NEA v.	80	17
Collier Support Personnel, NEA v. School District of Collier County	80	17
CWA, In re	8	2
CWA v. School Board of St. Lucie County	106	21
Dade County, Metropolitan; Dade County PBA v.	23	6
Dade County, Metropolitan; IAFF, Local 1403 v.	56	12
Dade County PBA v. Metropolitan Dade County	23	6
Dade County PBA; Spiegel v.	68	15
Dade County School Board; United Teachers of Dade v.	52	12
Dade County, School Board of; Dade County School Maintenance Employee Committee v.	95	19
Dade County School Maintenance Employee Committee v. School Board of Dade County	95	19
Delaney v. City of Hialeah v. AFSCME, Local 3032	42	10
Desoto Board of County Commissioners; LIUNA, Local 1240 v.	30	7
District 2A, Transportation, Technical, Warehouse, Industrial and Service Employees Union v. Canaveral Port Authority	99	20

	<b>Case Number</b>	<b>Page Number</b>
Dunedin, City of; Pinellas County PBA v.	34	8
Duval County School Board, Duval Teachers United v.	3	1
Duval County School Board, Duval Teachers United v.	21	5
Duval County, School Board of; Duval Teachers United, Local 3326 v.	24	6
Duval Teachers United v. Duval County School Board	3	1
Duval Teachers United v. Duval County School Board	21	5
Duval Teachers United, Local 3326 v. School Board of Duval County	24	6
Edison Community College v. ECC Faculty Federation, Local 3513	12	3
Edison Community College Faculty Federation, Local 3513; ECC v.	12	3
Escambia County, School Board of; Escambia Education Assn. v.	1	1
Escambia Education Assn. v. School Board of Escambia County	1	1
Federation of Public Employees v. School District of Broward County	71	15
Federation of Public Employees v. Broward County Sheriff's Department	33	8
Fire Fighters of Boca Raton, Local 1560 v. City of Boca Raton	59	13
Florida Board of Education; UFF v.	102	21
Florida Federation Union of American Physicians and Dentists, Local 4591 v. State of Florida, Dept. of Administration	79	17
Florida Nurses Assn. v. State of Florida and Governor Chiles	85	18
Florida Public Employees Council 79, AFSCME v. State of Florida	48	11
Florida School for the Deaf and the Blind; FSDB Teachers United v.	53	12
Florida School for the Deaf and Blind Teachers United v. FSDB	53	12
Florida State Lodge, FOP v. City of Lauderhill	9	3

	<b>Case Number</b>	<b>Page Number</b>
Florida, State of, Board of Regents; UFF v.	78	16
Florida, State of, Dept. of Administration; Florida Federation Union of American Physicians and Dentists, Local 4591	79	17
Florida, State of, DMS; IUPA v.	105	21
Florida, State of; Florida Public Employees Council 79, AFSCME v.	48	11
Florida, State of, and Governor Chiles; Florida Nurses Assn. v.	85	18
FOP, Ft. Lauderdale Lodge 31 v. City of Ft. Lauderdale	70	15
FOP, Jacksonville Consolidated Lodge 5-30 v. City of Jacksonville	93	19
FOP, Miami Lodge 20 v. City of Miami	58	13
Ft. Lauderdale, City of; FOP, Ft. Lauderdale Lodge 31 v.	70	15
Ft. Pierce – St. Lucie County Fire Fighters Assn. v. St. Lucie County – Ft. Pierce Fire District	36	9
Gainesville, City of; ATU, Local 1596 v.	60	13
Gilchrist County, The School Board of; CTA of Gilchrist County v.	22	5
Grace v. School Board of Hamilton County	19	5
Greater Orlando Aviation Authority; LIUNA, Local 678 v.	104	21
Hallandale, City of; Hallandale Professional Fire Fighters Assn., Local 2238 v.	77	16
Hallandale Professional Fire Fighters Assn., Local 2238 v. City of Hallandale	77	16
Hamilton County Education Assn. v. Hamilton County School District	107	22
Hamilton County, School Board of; Grace v.	19	5
Hamilton County School District; Hamilton County Education Assn. v.	107	22
Hialeah, City of; Delaney v. AFSCME, Local 3032 v.	42	10

	<b>Case Number</b>	<b>Page Number</b>
Hialeah, City of; Hialeah IAFF, Local 1102 v.	43	10
Hialeah, In re City of	81	17
Hialeah IAFF, Local 1102 v. City of Hialeah	43	10
Hillsborough Area Regional Transit Authority; ATU, Local 1593 v.	98	20
Hillsborough Community College, Board of Trustees of; HCC Chapter of the Faculty United Service Assn. v.	76	16
Hillsborough Community College Chapter of the Faculty United Service Assn. v. Board of Trustees of HCC	76	16
Hillsborough County PBA v. City of Tampa	75	10
Hillsborough County PBA; City of New Port Richey v.	64	14
Hillsborough CTA v. School Board of Hillsborough County	32	8
Hollywood, City of; IBPO, Local 621 v.	31	7
Hollywood, In re City of	69	15
IAFF, Local 754 v. City of Tampa	66	14
IAFF, Local 1403 v. Metropolitan Dade County	56	12
IAFF, Local 2266 v. City of St. Petersburg Beach	41	10
IAFF, Local 2266 v. City of St. Petersburg Beach	49	11
IAFF, Local 2266 v. City of St. Petersburg Beach	65	14
IAFF, Local 2288 v. City of Lake City	87	18
IAFF, Local 2416 v. City of Cocoa	74	16
IAFF, Local 2577 v. Lehigh Acres Board of Fire Commissioners	45	10
IBEW Local 2358 v. Jacksonville Electric Authority	72	15
IBPO, Local 621 v. City of Hollywood	31	7



	<b>Case Number</b>	<b>Page Number</b>
Indian River County Education Assn., Local 3617 v. School Board of Indian River County	10	3
Indian River County, School Board of; Indian River County Education Assn. v.	10	3
IUPA v. State of Florida, DMS	105	21
IUPA, Local 1010 v. City of Sweetwater	109	22
Jacksonville Association of Fire Fighters, Local 122 v. City of Jacksonville	62	14
Jacksonville, City of; Jacksonville Assn. of Fire Fighters, Local 122 v.	62	14
Jacksonville, City of v. Jacksonville Supervisor's Assn.	101	21
Jacksonville, City of; FOP, Jacksonville Consolidated Lodge 5-30 v.	93	19
Jacksonville, City of; Local No. 301 LIUNA v.	20	5
Jacksonville Electric Authority; IBEW Local 2358 v.	72	15
Jacksonville, In re City of	67	15
Jacksonville Supervisor's Assn.; City of Jacksonville v.	101	21
LIUNA, Local 678 v. Greater Orlando Aviation Authority	104	21
Lake City, City of; IAFF, Local 2288 v.	87	18
Lake County Education Association v. School Board of Lake County	6	2
Lake County, School Board of; Lake County Education Assn. v.	6	2
Lake Worth, City of; City of Lake Worth Public Employees Union v. City of Lake Worth Professional Managers and Supervisors Assn.	103	21
Lake Worth Professional Managers and Supervisors Assn. v. City of; City of Lake Worth Public Employees Union v. City of Lake Worth	103	21
Lake Worth Public Employees Union, City of v. City of Lake Worth Professional Managers and Supervisors Assn. v. City of Lake Worth	103	21

	<b>Case Number</b>	<b>Page Number</b>
Lauderhill, City of; Florida State Lodge, FOP v.	9	3
Lee County Port Authority; Southwest Florida Professional Fire Fighters, Local 1826	84	17
Lehigh Acres Board of Fire Commissioners; IAFF, Local 2577 v.	45	10
Leon County PBA v. City of Tallahassee	34	8
Levy County Education Assn., In re	54	12
Levy County School Board, In re	16	4
Liberty County NEA v. School District of Liberty County	94	19
Liberty County, School District of; Liberty County NEA v.	94	19
LIUNA, Local 1240 v. DeSoto Board of County Commissioners	30	7
LIUNA Public Employees Local 678 v. City of Orlando	82	17
Local 2266, IAFF v. City of St. Petersburg Beach	41	10
Local 2266, IAFF v. City of St. Petersburg Beach	49	11
Local No. 301 (LIUNA) v. City of Jacksonville	20	5
Manatee County School Board; Manatee Education Assn. v.	26	6
Manatee Education Assn. v. Manatee County School Board	26	6
Marion County, School District of; Marion Education Assn. and Miami Essential Support Personnel v.	88	18
Marion Education Assn. and Marion Essential Support Personnel v. School District of Marion County	88	18
Martin County Education Assn., Local 3615, In re	15	4
Martin County Education Assn. v. Martin County School Board	17	5
Martin County School Board; Martin County Education Assn. v.	17	5
Metropolitan Dade County; Dade County PBA v.	23	6

	<b>Case Number</b>	<b>Page Number</b>
Metropolitan Dade County; IAFF, Local 1403 v.	56	12
Miami, City of; FOP, Miami Lodge 20 v.	58	13
Nassau County, School Board of; Nassau Teachers Assn. v.	35	8
Nassau Teachers Assn. v. School Board of Nassau County	35	8
New Port Richey, City of v. Hillsborough County PBA	64	14
Orange County, Board of County Commissioners of; Central Florida Professional Firefighters, Local 2057 v.	44	10
Orange County CTA, In re	29	7
Orange County PBA; City of Casselberry v.	57	13
Orange County PBA v. City of Orlando	27	7
Orange County School Board; Palowitch v.	5	2
Orange-Seminole-Osceola Transit Authority; ATU, Local 1596 v.	55	12
Orange-Seminole-Osceola Transit Authority; ATU, Local 1596 v.	61	13
Orlando Aviation Authority, Greater; LIUNA, Local 678 v.	104	21
Orlando, City of; LIUNA Public Employees Local 678 v.	82	17
Orlando, City of; Orange County PBA v.	27	7
Orlando, City of v. Orlando Professional Fire Fighters	39	9
Orlando, City of v. PERC	38	9
Orlando Professional Fire Fighters; City of Orlando v.	39	9
Ormond Beach, City of; Ormond Beach Fire Fighters Assn., Local 3499 v.	100	20
Ormond Beach Firefighters Assn., Local 3499 v. City of Ormond Beach	100	20
Osceola CTA v. School Board of Osceola County	7	2

	<b>Case Number</b>	<b>Page Number</b>
Osceola County, School Board of; Osceola CTA v.	7	2
Palm Beach Community College, District Board of Trustees of; United Faculty of PBCC v.	86	18
Palm Beach County Assn. of Educational Secretaries and Office Personnel, In re	47	11
Palm Beach Junior College Board of Trustees v. United Faculty of PBJC	50	11
Palm Beach Junior College Board of Trustees v. United Faculty of PBJC	51	11
Palowitch v. Orange County School Board	5	2
Pasco County, School Board of; Pasco CTA v.	2	1
Pasco CTA v. School Board of Pasco County	2	1
Pensacola Junior College, Board of Trustees of; PJC Faculty Assn. v.	83	17
Pensacola Junior College Faculty Assn. v. Board of Trustees of PJC	83	17
PERC; City of Orlando v.	38	9
PERC; City of Tallahassee v.	28	7
Pinellas County PBA v. City of Dunedin	34	8
Pinellas County PBA v. City of St. Petersburg	4	1
Pinellas County PBA v. City of St. Petersburg	25	6
Port Everglades Fire Fighters Assn., Local 1989; Broward County Board of County Commissioners v.	96	20
Quincy, City of; Big Bend PBA v.	92	19
Royal Palm Beach Professional Fire Fighters Assn., Local 2886 v. Village of Royal Palm Beach	73	16
Royal Palm Beach, Village of; Royal Palm Beach Professional Fire Fighters Association, Local 2886 v.	73	16

	<b>Case Number</b>	<b>Page Number</b>
Sarasota, City of; Citrus, Cannery, Food Processing and Allied Workers, Drivers, Warehousemen and Helpers, Local Union No. 173 v.	109	22
Sarasota, City of; Sarasota Professional Fire Fighters v.	63	14
Sarasota County Board of County Commissioners v. Citrus, Cannery Food Processing and Allied Workers, Drivers, Warehousemen and Helpers, Local 173	97	20
Sarasota Professional Fire Fighters v. City of Sarasota	63	14
Seminole County Board of County Commissioners; Sarasota County Professional Fire Fighters Assn., Local 3254 v.	90	18
Seminole County Professional Fire Fighters Assn., Local 3254 v. Seminole County Board of County Commissioners	90	18
South Pasadena, City of; St. Petersburg Assn. of Fire Fighters, Local 747 v.	91	19
Southwest Florida Professional Fire Fighters, Local 1826 v. Lee County Port Authority	84	17
Spiegel v. Dade County PBA	68	15
St. Lucie County – Fort Pierce Fire District; Fort Pierce – St. Lucie County Fire Fighters Assn.	36	9
St. Lucie County, School Board of; CWA v.	106	21
St. Lucie County, School District of; St. Lucie CTA/Classified v.	89	18
St. Lucie CTA/Classified v. School District of St. Lucie County	89	18
St. Petersburg Assn. of Fire Fighters, Local 747 v. City of South Pasadena	91	19
St. Petersburg Assn. of Fire Fighters, Local 747 v. City of St. Petersburg	18	5
St. Petersburg, City of; Pinellas County PBA v.	4	1

	<b>Case Number</b>	<b>Page Number</b>
St. Petersburg, City of; Pinellas County PBA v.	25	6
St. Petersburg, City of; St. Petersburg Assn. of Fire Fighters, Local 747 v.	18	5
St. Petersburg Beach, City of; Local 2266, IAFF v.	41	10
St. Petersburg Beach, City of; Local 2266, IAFF v.	49	11
St. Petersburg Beach, City of; Local 2266, IAFF v.	65	14
Sweetwater, City of; IUPA, Local 1010 v.	109	22
Tallahassee, City of; Leon County PBA v.	37	9
Tallahassee, City of v. PERC	28	7
Tampa, City of; Hillsborough County PBA v.	75	16
Tampa, City of; IAFF, Local 754 v.	66	14
Teamsters Local 444 v. City of Winter Haven	14	4
UFF, Local 1880 v. Board of Regents, State University System	13	4
UFF v. Florida Board of Education	102	21
UFF v. State of Florida, Board of Regents	78	16
United Faculty of Palm Beach Community College v. District Board of Trustees of PBCC	86	18
United Faculty of Palm Beach Junior College; PBJC Board of Trustees v.	50	11
United Faculty of Palm Beach Junior College; PBJC Board of Trustees v.	51	11
United Teachers of Dade v. Dade County School Board	52	12
Winter Haven, City of; Teamsters Local 444 v.	14	4

**SUBJECT MATTER INDEX**

(Numbers refer to case numbers.)

**I. COMPENSATION**

Bonuses

Competitive grant program 78  
Hiring incentive 107  
Master teacher program award 52  
Extracurricular advisory duties supplement 7, 54

Holiday pay 14

Overtime pay 63, 73, 74

Pay period 41, 66

Premium pay 49

Raises

Step increases 21, 35, 86

Merit raises 35

Retirement 28

Salary schedule 2, 9, 11, 102

Shift differential 4

Supplemental

Extracurricular advisory duties 7, 54

Shift differential 4

Workers' compensation 24, 62

Wage increases

Step increases 21, 35, 86

Merit raises 35

Workers' compensation supplement 24, 62

**II. BENEFITS**

Housing

Electrical utilities 48

Work site housing 79

Insurance

Life and accident 4

Health 109

Health - Employee contribution 34, 37

Health - Employer contribution - Unlawful contribution 13

Health - Optional coverage for union members only 68

Workers' compensation supplement 24, 62

Parking 93

Pension plan 64

Personal activity on duty	
Shopping	44
Work on personal equipment	59
Physical examination	65
Proration of benefits for part-time employees	46
Retirement	28
Take home vehicles	75

### III. EMPLOYEE SERVICES

Housing	
Electrical utilities	48
Work site housing	79
Safe transit to/from work	103
Take home vehicles	75

### IV. HOLIDAYS AND VACATION 14, 18

### V. LEAVE

Correction of errors	87
Sick leave	
Absenteeism policy	61
Sick leave policy	20
Union pool - Mandatory participation	42
Union business	67

### VI. HIRING AND DISMISSAL

Dismissal	3, 8, 47
Recruitment	
Decision to fill vacancy	95
Examinations - Bonus points for city residents	81
Pre-employment agreements	
Advanced certification	69
Drug testing	65
Minimum employment period	77
Hiring bonus	107
Vacancy - Decision to fill	95
Retirement	28



## **VII. PROMOTION, DEMOTION, TRANSFER AND DISCIPLINE**

Demotion	
Dispute resolution - Use of civil service ordinance	57
Discipline	8
Absenteeism policy	61
Bus drivers - Accumulation of driver's license points	80
Dispute resolution - Use of civil service ordinance	57
Just cause requirement	3
Standards	25
Promotion	
Eligibility - Length of service requirement	36
Examination questions	92
Procedures	27
Position outside unit	38, 39
Transfer	17, 108

## **VIII. JOB CONTENT AND SCHEDULING**

Hours	
Call back procedure	4, 14
Hours and schedule	31, 53, 91, 105
Shifts	
Alteration	73
Length	72
Start time	43
Teacher planning days	3, 19
Teacher planning time	53, 89
Time clocks	71
Work week extension	30
Materials and Supplies	
Uniforms	4
Reassignment	
Assignment/reassignment of duties	26, 84, 94
Job title change	83
Position creation outside unit	45, 100, 101
Position deletion	101
Reclassification of position	82
Schedule change for one employee	91
Substitution for absent superiors	90
Work Rules	
Absenteeism policy	61
Changes to rules	60
Disciplinary standards	25
Drug testing	58, 65
Employee handbook	60
No beards policy	70
No smoking policy	88
Permission to leave classroom	22
Personnel rules	9
Physical examination	65
Safe driver plan	80
Safe transit to/from work	103
Time clocks	71
Union insignia wearing	55

## **IX. JOB SECURITY**

Layoff 1, 85  
Subcontracting 98

**X. SPECIAL SUBJECTS**

Education

Assignment/reassignment of duties 26, 94  
Bus drivers - Accumulation of driver's license points 80  
Class size 32  
Discipline 3  
Minimum staffing levels 32  
Reappointment of nontenured teachers 6, 47  
School calendar  
    Instructional periods - Number per day 10, 17  
    Instructional periods - Number taught per day 10  
    Length of workday 53  
    Planning time 53, 89  
    Summer school term 76  
    Teacher planning days 3, 19, 40  
    Teaching time 89  
    Type of academic term 5, 76  
    Vacation days 40  
    Work days 40  
Summer school term 76  
Type of academic term 5, 76  
Wages  
    Competitive grant program 78  
    Hiring bonus 107  
    Master teacher program award 52  
    Salary schedule 2  
    Supplemental- Extracurricular advisory duties 7, 54  
Work rules 22

Police and Fire

Assignment/reassignment of duties	84
Disciplinary rules	25
Drug testing	58, 65
Hours - Shift start time	43
Minimum manning levels	74
No beards policy	70
Pre-employment agreements	
Advanced certification	69
Drug testing	65
Minimum employment period	77
Promotion	27, 36
Promotion examination questions	92
Schedule change - Single firefighter	91
Shopping on duty	44
Station closure	56
Substitution for absent superiors	90
Take home vehicles	75
Transfer	108
Uniforms	4
Vacation leave	18
Work on personal equipment	58

**XI. GENERAL AGREEMENT PROVISIONS**

Grievance/Arbitration	8, 29, 50, 99, 102, 106
Other	
Blanket impact bargaining waiver	51
Designation of employer	61
Recording of bargaining session	44

**XII. UNION SECURITY**

Access	
Internal mail system	15
Facilities	97
Checkoff for political action fund	99
Dues deduction	12
Union business leave	67

**XIII. MANAGEMENT RIGHTS**

Access to facilities- Limitation for security purposes	104
Assignment/reassignment of duties	26, 84, 94
Budget adoption - Tentative	33
Checkoff for political action fund	99
Class size	32
Dispute resolution - Use of civil service ordinance	57
Drug testing	58
Hiring - Decision to fill vacancy	95
Instructional periods per day	10, 17
Job title change	83
Lawsuit settlement	23
Lay-off decision	85
Minimum manning levels	32, 74
Position creation outside unit	45, 100, 101
Position deletion	101

Pre-employment commitment to attain advanced certification	69
Promotion examination questions	92
Reclassification of position	82
Security restrictions	104
Station closure	56
Subcontracting	98
Substitution for absent superiors	90
Summer school term	76
Teacher planning time	89
Time clocks	71
Transfer	108
Type of academic term	5
Workweek extension	30

#### **XIV. PROHIBITED SUBJECTS**

Binding interest arbitration	96
Grievance procedure - Exclusion of contract provisions	29
Health insurance - Optional coverage for union members only	68
Reappointment of untenured teachers	6
Union time pool - Mandatory participation	42
Unlawful employer contribution to health coverage	13

## CASES

1. Escambia Education Association v. School Board of Escambia County, 2 FPER 93 (1976), aff'd, 350 So. 2d 819 (Fla. 1st DCA 1970).

The procedures used by an employer to lay-off employees are mandatory subjects of bargaining.

2. Pasco Classroom Teachers Association v. School Board of Pasco County, 3 FPER 9 (1976), aff'd, 353 So. 2d 108 (Fla. 1st DCA 1977).

Salaries and wage rates are fundamental conditions of employment which must be negotiated. The School Board committed an unfair labor practice by adopting a salary schedule without prior negotiations with the certified bargaining agent.

The subject of teacher planning days is a term and condition of employment.

3. Duval Teachers United, FEA-AFT, AFL-CIO v. Duval County School Board, 3 FPER 96 (1977).

The Commission determined that the discipline or discharge of an employee is a fundamental condition of employment. The School Board committed an unfair labor practice by refusing to bargain over a collective bargaining proposal which provided that an employee would not be disciplined except for just cause. The Commission noted that a proposal which sought to severely restrict the employer's right to discipline or divest it of such power would not be a mandatory subject of bargaining.

4. Pinellas County Police Benevolent Association v. City of St. Petersburg, 3 FPER 205 (1977).

Payment of extra compensation to evening shift employees is an economic benefit to employees and therefore included within the term "wages."

Life and accident insurance programs are terms and conditions of employment. It was unlawful for the city to unilaterally reduce the dollar amount of life and accident insurance policies upon the expiration of a collective bargaining agreement.

A contractual provision regulating the return of employees to work during off-duty time is a term and condition of employment.

A contractual provision providing employees with uniforms, free cleaning of uniforms, or money to purchase uniforms is a term and condition of employment.

5. Palowitch v. Orange County School Board, 3 FPER 280 (1977), aff'd, 367 So. 2d 730 (Fla. 4th DCA 1979).

A school district's decision to change from a semester system to a quinmester system was not a negotiable subject because it is the public employer's right to determine the type of system it will offer to the public. However, that decision did not diminish duty to bargain with respect to any changes in wages, hours, and terms and conditions of employment occasioned by implementation of its management decision.

6. Lake County Education Association v. School Board of Lake County, 360 So. 2d 1280 (Fla. 2nd DCA 1978).

A school board may not agree to a provision in a collective bargaining agreement in which its decision not to reappoint a nontenured teacher must be based on just cause. Such a clause is contrary to public policy and cannot provide a basis for an arbitration award.

7. Osceola Classroom Teachers Association v. School Board of Osceola County, 4 FPER ¶ 4066 (1978).

Elimination of wage supplements for band and intramural directors was unlawful.

8. In re Communications Workers of America, 4 FPER ¶ 4135 (1978).

Section 447.401 makes clear that a grievance procedure ending in some form of binding arbitration is a term and condition of employment over which the public employer and the union must negotiate.

Dismissal, discipline and discharge are mandatory subjects of bargaining.

9. Florida State Lodge, Fraternal Order of Police v. City of Lauderhill, 4 FPER ¶ 4209 (1978).

City committed unfair labor practice by unilaterally adopting police departmental pay plan.

A public employer may not unilaterally adopt new personnel rules and regulations that change terms and conditions of employment applicable to bargaining unit employees.

10. Indian River County Education Association, Local 3617 v. School Board of Indian River County, 4 FPER ¶ 4262 (1978), aff'd, 373 So. 2d 412 (Fla. 4th DCA 1979).

The number of instructional periods that a teacher must teach each day is a term and condition of employment.

A school district may change the number of class periods in a school day without prior negotiations with the certified bargaining agent as a function of its right to set standards of service to be offered to the public. However, the number of instructional periods a teacher must teach in a day constitutes a condition of employment that must be negotiated.

11. Broward County Classroom Teachers Association v. School Board of Broward County, 4 FPER ¶ 4264 (1978).

Adoption of budget does not end duty to bargain over wages.

12. Edison Community College v. Edison Community College Faculty Federation, Local 3513, FEA/United, 4 FPER ¶ 4269 (1978).

The Commission interpreted Section 447.303 as requiring public employers and employee organizations to negotiate the costs of administering dues deductions. The parties did not have to discuss other contractual provisions relating to dues deduction or the exact wording of authorization forms. Applying the rule of expressio unius est exclusio alterius, the Commission determined that the Legislature only intended that the costs of dues deduction be a negotiable subject.

13. United Faculty of Florida, Local 1880 v. Board of Regents, State University System, 4 FPER ¶ 4319 (1978).

The provisions of Section 112.075 provided that a state agency could contribute only 75% of the cost of individual health coverage and only to the state health insurance program. Alternative union proposals exceeding the limits of this law cannot be implemented. The Commission would not order the parties to bargain over this subject knowing that the product of the negotiations could never be implemented.

14. Teamsters Local 444 v. City of Winter Haven, 5 FPER ¶ 10089 (1979).

The City committed an unfair labor practice by unilaterally altering the procedure for calling employees back to work and requiring that all employees be subject to call-back. The call-back procedure is a term and condition of employment because it confers a benefit on both the employees subject to call-back (extra compensation) and the employees not subject to call-back (free from call-back).

Compensation received for working on a holiday is considered a “wage,” and the City cannot unilaterally alter the form of the holiday benefit.

Holiday leave is a term and condition of employment. The City committed an unfair labor practice by altering the form of the holiday benefit without negotiating the change with the union.

15. In re Martin County Education Association, FEA/United, AFT, Local 3615, 5 FPER ¶ 10104 (1979).

The employees’ ability to communicate with each other in furtherance of their rights guaranteed by Chapter 447, Part II, is a term and condition of employment. It is proper for an employer and a certified union to agree in a collective bargaining agreement that the union would have access to the employer’s internal mail system for the purpose of communicating with unit members.

16. In re Levy County School Board, 5 FPER ¶ 10213 (1979).

A collective bargaining proposal setting forth the procedures used in transferring employees is a term and condition of employment. The Commission reasoned that the employee’s job site may be as important as wages or hours, particularly if a change in job site involves a change in convenience or expense for an employee in traveling to work.



17. Martin County Education Association v. Martin County School Board, 5 FPER ¶ 10302 (1979).

Decision to change number of instructional periods in workday is a management right but its impact upon terms and conditions of employment must be bargained before implementation.

18. St. Petersburg Association of Fire Fighters, Local 747, IAFF v. City of St. Petersburg, 5 FPER ¶ 10381 (1979).

Issues relating to a public employer's vacation leave policy are required subjects of bargaining.

19. Grace v. School Board of Hamilton County, 6 FPER ¶ 11010 (1979); Lake County Education Association, Local 3783 v. District School Board of Lake County, 6 FPER ¶ 11019 (1979).

School boards had a duty to bargain over adoption of school calendars containing teacher workdays.

20. Local No. 301 (LIUNA) v. City of Jacksonville, 6 FPER ¶ 11047 (1980).

A public employer's sick leave policy and the procedures for implementing the policy are terms and conditions of employment.

21. Duval Teachers United v. Duval County School Board, 6 FPER ¶ 11150 (1980).

Step increases that vested prior to contract expiration must be maintained.

22. Classroom Teachers Association of Gilchrist County v. The School Board of Gilchrist County, 6 FPER ¶ 11154 (1980).

Rule requiring principal's permission prior to teacher leaving classroom constituted a term and condition of employment.

23. Dade County Police Benevolent Association v. Metropolitan Dade County, 6 FPER ¶ 11211 (1980).

A public employer does not have a duty to negotiate the settlement of an employment discrimination lawsuit with a union, particularly if the union is not a party to the lawsuit. The determination by the public employer whether to litigate or compromise any lawsuit filed against it is an essential prerogative of the public employer in furtherance of its right to exercise control and discretion over its organization and operations.

24. Duval Teachers United, FEA/United, AFT, AFL-CIO, Local 3326 v. School Board of Duval County, 6 FPER ¶ 11271 (1980).

Workers compensation supplemental benefits are a term and condition of employment because the benefits amount to compensation provided by the employer in excess of those required by the Florida Worker's Compensation Law.

25. Pinellas County Police Benevolent Association v. City of St. Petersburg, 6 FPER ¶ 11277 (1980).

Rules which set the standards for disciplining police officers are terms and conditions of employment because these rules regulated the working conditions under which the police officers were required to operate.

26. Manatee Education Association v. Manatee County School Board, 7 FPER ¶ 12017 (1980).

The assignment and reassignment of employees to perform tasks that are within the scope of their basic employment duties are managerial decisions which lie at the core of the public employer's right of control set forth in Section 447.209, Florida Statutes. Accordingly, the School Board did not have a duty to bargain with the union over its decision to assign a teacher to a driver education class instead of a varsity sports class. However, the School Board does have a duty to bargain with the union if its exercise of management rights impacts upon established wages, hours or terms and conditions of employment of unit employees.

27. Orange County Police Benevolent Association v. City of Orlando, 7 FPER ¶ 12019 (1980).

Procedures for promotion to positions within the bargaining unit are a term and condition of employment.

28. City of Tallahassee v. PERC, 410 So. 2d 487 (Fla. 1981).

The Florida Supreme Court held that statutory amendments to Chapter 447 which excluded retirement matters as proper subjects of bargaining were unconstitutional. The provisions were unconstitutional because Article 1, Section 6 of the Florida Constitution provides public employees with the same rights of collective bargaining as are guaranteed to private employees with the exception of the right to strike.

29. In re Orange County Classroom Teachers Association, 7 FPER ¶ 12179 (1981).

A party to negotiations may not insist upon language which purports to exclude any provision of the contract from the grievance procedure. Section 447.401 requires all disputes regarding a bargaining agreement to be resolved through the contractual grievance procedure.

30. LIUNA, Local 1240 v. DeSoto Board of County Commissioners, 7 FPER ¶ 12212 (1981).

A public employer's decision to provide services five days a week instead of four days a week is a management prerogative. However, a public employer is required to bargain with the union concerning implementation of its decision to extend the work week if the decision impacts on the wages, hours, or terms and conditions of employment of unit employees.

31. IBPO, Local 621 v. City of Hollywood, 7 FPER ¶ 12293 (1981).

The number of hours worked and the work schedule of employees are mandatory subjects of bargaining. However, the City was able to alter the daily work schedule of its police officers because the union contractually waived the right to contest any changes in the schedule.

32. Hillsborough Classroom Teachers Association v. School Board of Hillsborough County, 7 FPER ¶ 12411, recon. denied, 8 FPER ¶ 13074 (1982), aff'd, 423 So. 2d 969 (Fla. 1st DCA 1983).

A school district does not have to bargain over a union proposal which seeks to require the school district to surrender its right to establish class size because this issue falls under the “standards of service” provision of Section 447.209. Although this particular class size proposal was not a wage, hour or term and condition of employment, the School Board has a duty to negotiate the impact of class size decisions on the teachers’ terms and conditions of employment.

Minimum staffing levels in a school are not mandatory subjects of bargaining. Proposals on minimum staffing infringe on the School District’s ability to establish those staffing standards which they determine are appropriate. Impact on unit employees’ wages, hours, or terms and conditions of employment must be negotiated.

33. Federation of Public Employees, Division of District 1, Pacific Coast District, MEBA v. Broward County Sheriff’s Department, 7 FPER ¶ 12414 (1981).

A public employer has no duty to bargain with the union concerning a tentative budget which the public employer intends to adopt. The budget is not a matter falling within the ambit of the phrase “wages, hours or terms and conditions of employment.”

34. Pinellas County Police Benevolent Association v. City of Dunedin, 8 FPER ¶ 13102 (1982).

Employee health insurance programs are terms and conditions of employment which must be the subject of negotiation. The City committed an unfair labor practice by unilaterally increasing the premium paid by employees for dependent health insurance coverage.

35. Nassau Teachers Association, FTP-NEA v. School Board of Nassau County, 8 FPER ¶ 13206 (1982).

Experience-based salary increments and merit salary increases are considered “wages” and mandatory subjects of bargaining. The School Board committed an unfair labor practice by eliminating these increments during negotiations for a new collective bargaining agreement.

36. Fort Pierce – St. Lucie County Fire Fighters Association, Local 1377, IAFF v. St. Lucie County – Fort Pierce Fire District, 8 FPER ¶ 13388 (1982).

The length of service necessary to be eligible for a promotion is a term and condition of employment. The Fire District committed an unfair labor practice by unilaterally changing from three to four years the time required for a fire fighter to be eligible for promotion to engineer.

37. Leon County Police Benevolent Association v. City of Tallahassee, 8 FPER ¶ 13400 (1982), per curiam affirmed, 445 So. 2d 604 (Fla. 1st DCA 1984).

Health insurance premiums are a mandatory subject of bargaining.

38. City of Orlando v. PERC, 435 So. 2d 275 (Fla. 5th DCA 1983), rev'g 8 FPER ¶ 13045 (1981).

The Fifth District Court of Appeal determined that the City did not commit an unfair labor practice when it refused to negotiate with the union over promotional procedures for a position outside of the bargaining unit. The court held that promotional procedures for positions outside of the bargaining unit do not constitute wages, hours, or terms and conditions of employment for employees included in the bargaining unit because promotion is speculative and uncertain.

39. City of Orlando v. Orlando Professional Fire Fighters Local 1363, 442 So. 2d 238 (Fla. 5th DCA 1983), rev'g, 9 FPER ¶ 14076 (1983).

The Fifth District Court of Appeal adopted its reasoning in 435 So. 2d 275 that a public employer has no duty to bargain over promotional procedures for positions outside of the bargaining unit.

40. Bradford Education Association v. Bradford County School Board, 9 FPER ¶ 14155 (1983).

The Commission approved a consent order which stated that certain portions of the School Board's school calendar are mandatory subjects of bargaining. The School Board agreed to bargain with the union prior to making any changes in the school calendar which affect the number or timing of teacher planning days, vacation days or working days or any other matter which is a term and condition of employment.

41. Local 2266, IAFF v. City of St. Petersburg Beach, 9 FPER ¶ 14338 (1983).

The number of paychecks that an employee receives annually is a term and condition of employment. The city was required to bargain with the union before changing its practice of issuing paychecks.

42. Delaney v. City of Hialeah v. AFSCME, Local 3032, 9 FPER ¶ 14339 (1983), aff'd, 10 FPER ¶ 15300 (1984).

A contract provision which required all bargaining unit employees, including non-union members, to contribute a portion of their sick leave to a “union time pool” was unlawful. The Commission determined that such a provision interfered with the non-union members’ right to refrain from participating in union activities.

43. Hialeah IAFF, Local 1102 v. City of Hialeah, 9 FPER ¶ 14364 (1983).

The City was required to bargain with the union over a change in shift starting time from 8:00 a.m. to 7:00 a.m. for the City’s 24-hour shift fire fighters.

44. Central Florida Professional Fire Fighters, Local 2057 v. Board of County Commissioners of Orange County, 9 FPER ¶ 14372 (1983), aff'd in relevant part, 467 So. 2d 1023 (Fla. 5th DCA 1985).

The tape-recording of a bargaining session, or lack thereof, is not a wage, hour or term and condition of employment.

A long-standing practice of allowing on-duty fire fighters to visit stores to purchase toiletries for use while on duty is a term and condition of employment.

45. IAFF, Local 2577 v. Lehigh Acres Board of Fire Commissioners, 10 FPER ¶ 15166 (1984).

A public employer is not required to negotiate with the union over the creation of a position outside of the bargaining unit. Similarly, the public employer may unilaterally select the criteria for the position if the position is not included in the bargaining unit.

46. In re School Board of Collier County, Florida, 10 FPER ¶ 15169 (1984).

Proration of fringe benefits for part-time employees is a term and condition of employment.

47. In re Palm Beach County Association of Educational Secretaries and Office Personnel, 10 FPER ¶ 15177 (1984).

A proper cause provision for the failure to reappoint nonprobationary noninstructional school board employees was a mandatory subject of bargaining. Such a provision would not be unlawful under Florida Statutes.

48. Florida Public Employees Council 79, AFSCME v. State of Florida, 10 FPER ¶ 15208 (1984), aff'd, 472 So. 2d 1184 (Fla. 1st DCA 1985).

The Commission held that the payment of all or a portion of the cost of electric utilities for resident park rangers is a term and condition of employment.

49. Local 2266, IAFF v. City of St. Petersburg Beach, 10 FPER ¶ 15211 (1984).

Premium pay given to employees for working in certain classifications constitutes “wages” and is a mandatory subject of bargaining.

50. Palm Beach Junior College Board of Trustees v. United Faculty of Palm Beach Junior College, 468 So. 2d 1089 (Fla. 4th DCA 1985), aff'g 10 FPER ¶ 15225 (1984).

A union cannot be compelled to waive the right to have disputes resolved through the grievance procedure mandated by Section 447.401. A bargaining proposal which would exclude from a contract’s grievance procedure all contractual disputes arising after the expiration of the contract is not a mandatory subject of bargaining.

51. Palm Beach Junior College Board of Trustees v. United Faculty of Palm Beach Junior College, 475 So. 2d 1221 (Fla. 1985), aff'g in part and rev'g in part 425 So. 2d 133 (Fla. 1st DCA 1982), aff'g 7 FPER ¶ 12300 (1981).

The Florida Supreme Court held that a blanket impact bargaining waiver proposal is a non-mandatory subject of bargaining. It is an unfair labor practice for a public employer to insist to impasse on such a provision.

52. United Teachers of Dade v. Dade County School Board, 500 So. 2d 508 (Fla. 1986).

Annual monetary award to teachers provided by state master teacher program is not a wage subject to collective bargaining.

53. Florida School for the Deaf and Blind Teachers United v. Florida School for the Deaf and Blind, 11 FPER ¶ 16080 (1985), aff'd, 483 So. 2d 58 (Fla. 1st DCA 1986).

Length of workday and planning time of academic employees are terms and conditions of employment within the meaning of Section 447.301 and 447.309(1).

54. In re Levy County Education Association, 11 FPER ¶ 16096 (1985), aff'd, 492 So. 2d 1140 (Fla. 1st DCA 1986).

The Commission reversed its decision in Martin County Education Association v. School Board of Martin County, 5 FPER ¶ 10199 (1979), aff'd per curiam, 380 So. 2d 582 (Fla. 1st DCA 1980), and held that supplemental compensation for athletic coaching duties constitutes “wages.” In Martin County, the Commission had held that “wages” included supplemental pay for non-athletic extracurricular advisory duties, but not for athletic advisors.

55. ATU, Local 1596 v. Orange-Seminole-Osceola Transit Authority, 11 FPER ¶ 16241 (1985).

A change in work rules prohibiting bus drivers from wearing union insignia was an unlawful unilateral change in a term and condition of employment.

56. IAFF, Local 1403 v. Metropolitan Dade County, 11 FPER ¶ 16285 (1985).

The Commission determined that a public employer does not have to bargain with the certified bargaining agent over the employer’s decision to close a fire station because the decision is within the public employer’s statutory managerial right to “exercise control and discretion over its organization and operations.” However, the public employer does have a duty to bargain over the impact of its decision to close the work site.

57. City of Casselberry v. Orange County PBA, 482 So. 2d 336 (Fla. 1986), approving in part and quashing in part, 457 So. 2d 1125 (Fla. 1st DCA 1984), rev'g, 9 FPER ¶ 14120 (1983).



The Florida Supreme Court held that a contract proposal requiring the use of a civil service ordinance to resolve disputes over demotion and discharge issues, was a permissive subject of bargaining and could not be required as a condition to entering an agreement on mandatory subjects of bargaining.

58. Fraternal Order of Police, Miami Lodge 20 v. City of Miami, 12 FPER ¶ 17029 (1985), rev'd, 571 So. 2d 1309 (Fla. 3rd DCA 1989), approved, 609 So. 2d 31 (Fla. 1992).

The Florida Supreme Court held that, although random drug testing is a mandatory subject of bargaining absent legislation, drug testing is a management prerogative if there is some evidence of drug involvement by specific police officers.

59. Fire Fighters of Boca Raton, Local 1560, IAFF v. City of Boca Raton, 12 FPER ¶ 17051 (1986).

The City's practice of allowing fire fighters to work on personal equipment during slack time on a 24-hour shift was a term and condition of employment which the City could not change without bargaining with the union. The Commission compared this condition of employment to the use of the employer's tools and shop facilities for personal use which the New York Public Employees Relations Board held to be a mandatory subject of bargaining in Westbury Water and Fire District and Nassau Chapter CSEA, 13 PERB ¶ 309 (NYPERB 1980).

60. ATU, Local 1596 v. City of Gainesville, 12 FPER ¶ 17124 (1986).

Work rules are a mandatory subject of negotiations. However, the union contractually waived its right to negotiate changes to the City's work rules.

61. ATU, Local 1596 v. Orange-Seminole-Osceola Transportation Authority, 12 FPER ¶ 17134 (1986).

An employer may not unilaterally implement a policy of assessing points for absences which could lead to disciplinary action because an absenteeism policy is a mandatory subject of bargaining.

The public employer committed an unfair labor practice by insisting to impasse on designating a private management firm as the employer. The designation of the public employer or employee organization is not a mandatory subject of bargaining.

62. Jacksonville Association of Fire Fighters, Local 122, IAFF v. City of Jacksonville, 12 FPER ¶ 17188 (1986).

City did not commit an unfair labor practice by unilaterally altering the method used to determine the recipients of workers' compensation supplemental benefits because union waived the right to contest any changes in the program.

63. Sarasota Professional Fire Fighters v. City of Sarasota, 13 FPER ¶ 18033 (1986).

Although overtime is a mandatory subject of bargaining, the union contractually waived its right to contest the City's unilateral abolition of pre-shift overtime assignments.

64. City of New Port Richey v. Hillsborough County PBA, Case No. 86-70 (Fla. 2nd DCA March 4, 1987), rev'g 12 FPER ¶ 17040 (1985).

A public employer has no obligation to bargain with a union over changes in contributions to a pension plan where the change does not have any impact upon the employees' benefits or contributions to the plan or the actuarial soundness of the plan.

65. IAFF, Local 2266 v. City of St. Petersburg Beach, 13 FPER ¶ 18116 (1987).

Annual physical examination is generally considered to be a mandatory subject of bargaining.

Pre-employment agreement requiring random drug testing is a mandatory bargaining subject.

66. IAFF, Local 754 v. City of Tampa, 13 FPER ¶ 18129 (1987), per curiam affirmed, 522 So. 2d 392 (Fla. 2nd DCA 1988).

Length of pay period is a mandatory subject of bargaining.

67. In re City of Jacksonville, 13 FPER ¶ 18250 (1987).

Employer-funded pool of paid leave time for bargaining unit employees to engage in official union business is a mandatory subject of bargaining.

68. Spiegel v. Dade County Police Benevolent Association, Inc., 14 FPER ¶ 19092 (1988).

Optional health insurance program available exclusively to union members is an unlawful subject of bargaining because it discriminated against bargaining unit members who are not members of the union.

69. In re City of Hollywood, 14 FPER ¶ 19130 (1988).

Upgrading the job qualifications of future bargaining unit members by soliciting a pre-employment commitment requiring applicants to attain advanced certification after their initial employment is a management prerogative. However, the union must be afforded notice of the decision and an opportunity to bargain its impact upon wages, hours, and terms and conditions of employment prior to implementation.

70. Fraternal Order of Police, Ft. Lauderdale Lodge 31 v. City of Ft. Lauderdale, 14 FPER ¶ 19150 (1988).

“No beards” policy is a mandatory subject of bargaining.

71. Federation of Public Employees, a Division of District No. 1, PCD, MEBA, AFL-CIO v. School District of Broward County, 14 FPER ¶ 19159 (1988).

Under the specific facts of this case, the implementation of a time clock system by the employer did not constitute a change in a term or condition of employment and, therefore, the employer did not have a duty to bargain.

72. IBEW Local 2358 v. Jacksonville Electric Authority, 14 FPER ¶ 19196 (1988).

Reduction in length of shift is a mandatory subject of bargaining.

73. Royal Palm Beach Professional Fire Fighters Association, IAFF, Local 2886 v. Village of Royal Palm Beach, 14 FPER ¶ 19304 (1988).

Altering shifts to eliminate overtime wages is a mandatory subject of bargaining.

74. IAFF, Local 2416 v. City of Cocoa, 14 FPER ¶ 19311 (1988), per curiam affirmed, 545 So. 2d 1371 (Fla. 1st DCA 1989).

The setting and alteration of the minimum manning level is a management prerogative.

The correction of error in the rate of overtime pay is not a mandatory subject of bargaining.

75. Hillsborough County Police Benevolent Association, Inc. v. City of Tampa, 15 FPER ¶ 20028 (1988).

Take-home vehicles policy is a mandatory subject of bargaining.

76. Hillsborough Community College Chapter of the Faculty United Service Association v. Board of Trustees for Hillsborough Community College, 15 FPER ¶ 20161 (1989).

It is a managerial decision to change the term of the summer school program.

77. Hallandale Professional Fire Fighters Association, Local 2238 v. City of Hallandale, 15 FPER ¶ 20214 (1989).

A restrictive employment agreement setting minimum employment period and penalties is a mandatory subject of bargaining.

78. United Faculty of Florida v. State of Florida, Board of Regents, 16 FPER ¶ 21084 (1990).

The employer was not obligated to negotiate with the faculty union concerning procedures for implementing the legislature's competitive grant program, which offered monetary awards to outstanding teachers.

79. Florida Federation Union of American Physicians and Dentists, FEA/United, AFT, AFL-CIO, Local 4591 v. State of Florida, Department of Administration, 16 FPER ¶ 21156 (1990).

Housing on work-site location is a mandatory subject of bargaining.

80. Collier Support Personnel, National Education Association v. School District of Collier County, 16 FPER ¶ 21243 (1990).

“Safe driver plan” for school bus drivers, which provides for mandatory dismissal or suspension of any driver who accumulates a certain level of points a year, is a mandatory subject of bargaining.

81. In re City of Hialeah, 16 FPER ¶ 21338 (1990).

Adding preferential bonus points on employment examinations to city residents is a mandatory subject of bargaining.

82. LIUNA Public Employees Local 678 v. City of Orlando, 17 FPER ¶ 22038 (1991).

The employer could refuse to bargain over reclassifying a bargaining unit position when the position would not have been included in the union’s bargaining unit in the first instance.

83. Pensacola Junior College Faculty Association v. Board of Trustees of Pensacola Junior College, 593 So. 2d 254 (Fla. 1st DCA 1992), affirming, 16 FPER ¶ 21268 (1990).

Employer had the authority to unilaterally change the job title of a position.

84. Southwest Florida Professional Fire Fighters, Local 1826, IAFF v. Lee County Port Authority, 18 FPER ¶ 23240 (1992).

Employer had a management right to assign firefighters new duties within the scope of their basic employment. Impact bargaining for wage increase was not required in the absence of evidence that the change in duties was material, substantial, and significant.

85. Florida Nurses Association v. State of Florida and Governor Lawton Chiles, 18 FPER ¶ 23265 (1992).

Employer has a unilateral right to decide whether employees will be laid-off.

86. United Faculty of Palm Beach Community College v. District Board of Trustees of Palm Beach Community College, 18 FPER ¶ 23274 (1992).

Salary increments based upon attainment of additional years of experience and a favorable supervisory recommendation constitute a mandatory subject of bargaining.

87. International Association of Fire Fighters, Local 2288 v. City of Lake City, 18 FPER ¶ 23280 (1992).

Employer's method of correcting leave hours erroneously credited to employees' accounts is not a mandatory subject of bargaining.

88. Marion Education Association and Marion Essential Support Personnel v. School District of Marion County, 18 FPER ¶ 23288 (1992).

No-smoking policy is not a management right that can be implemented without bargaining.

89. St. Lucie Classroom Teachers Association/Classified v. School District of St. Lucie County, 19 FPER ¶ 24020 (1992).

The decision to increase teaching time and decrease preparation time is a management right.

90. Seminole County Professional Fire Fighters Association, Local 3254, IAFF v. Seminole County Board of County Commissioners, 19 FPER ¶ 24062 (1993).

It is a management prerogative to discontinue the practice of allowing fire lieutenants to substitute for non-unit battalion captains who are absent.

91. St. Petersburg Association of Fire Fighters, Local 747 v. City of South Pasadena, 20 FPER ¶ 25128 (1994).

Unilateral change in a work schedule of one fire fighter did not rise to level of an unfair labor practice when there was no actual or potential impact on collective interest.

92. Big Bend Police Benevolent Association, Inc. v. City of Quincy, 21 FPER ¶ 26041 (1994).

Creation of test questions on promotion examinations is a management right.

93. Fraternal Order of Police, Jacksonville Consolidated Lodge 5-30 v. City of Jacksonville, 21 FPER ¶ 26178 (1995).

Employer's practice of offering free parking within fenced and unfenced areas of the employer's property is a term and condition of employment which is subject to mandatory negotiation. However, in City of Lake Worth Public Employees Union v. City of Lake Worth Professional Managers and Supervisors Association v. City of Lake Worth, 28 FPER ¶ 33242 (2002), the employer's practice of providing employees a \$25 per month stipend to obtain their own parking was not changed by its decision to begin enforcing existing parking regulations.

94. Liberty County National Education Association v. School District of Liberty County, 22 FPER ¶ 27070 (General Counsel's Summary Dismissal 1996).

The employer's decision not to appoint teachers to bus duty positions is within its managerial prerogative.

95. Dade County School Maintenance Employee Committee v. School Board of Dade County, 22 FPER ¶ 27190 (1996).

The employer's decision to fill a vacancy is a management right.

96. Broward County Board of County Commissioners v. Port Everglades Fire Fighters Association, IAFF, Local 1989, 23 FPER ¶ 28199 (1997).

Binding interest arbitration is an unlawful subject of bargaining. The Commission receded from its earlier decision in In re City of Boynton Beach, 7 FPER ¶ 12090 (1981) because binding interest arbitration is contrary to public policy which preserves to the local legislative body the ultimate decision on impasse items.

97. Sarasota County Board of County Commissioners v. Citrus Cannery Food Processing Allied Workers, Drivers, Warehousemen and Helpers, Local 173, 23 FPER ¶ 28212 (General Counsel's Summary Dismissal 1997).

Provisions concerning the union's ability to enter the employer's facilities for the purpose of communicating with bargaining unit members and pursuing its representational responsibility is a mandatory subject of bargaining.

98. Amalgamated Transit Union, Local 1593 v. Hillsborough Area Regional Transit Authority, 742 So. 2d 380 (Fla. 1st DCA 1999), affirming, 24 FPER ¶ 29247 (1998).

Subcontracting is a management prerogative.

99. District 2A, Transportation, Technical, Warehouse, Industrial and Service Employees Union v. Canaveral Port Authority, 26 FPER ¶ 31221 (2000), per curiam aff'd, 799 So. 2d 1062 (Fla. 5th DCA 2001).

Arbitration clauses, which include restrictions on the arbitration process and limit available remedies, are a permissive subject of bargaining.

Check off for union's political action fund is a permissive subject of bargaining.

100. Ormond Beach Firefighters Association, Local 3499 v. City of Ormond Beach, 27 FPER ¶ 32007 (2000).

When the employer gave notice and an opportunity to engage in impact bargaining to the union, it did not commit an unfair labor practice by creating a classification outside the bargaining unit, even though the duties of the new classification encompassed both those previously performed by bargaining unit employees and additional duties that were managerial in nature.



101. City of Jacksonville v. Jacksonville Supervisor's Association, Inc., 791 So. 2d 508 (Fla. 1st DCA 2001), reversing in part, 26 FPER ¶ 31140 (2000).

It is a management prerogative for an employer to delete bargaining unit positions and create positions outside of the bargaining unit.

102. United Faculty of Florida v. Florida Board of Education, 28 FPER ¶ 33232 (2002).

Although salary proposals are normally a mandatory bargaining subject, the employer's salary proposal was transformed into a permissive subject because the union waived its right to bargain over salaries and the scope of the grievance arbitration.

103. City of Lake Worth Public Employees Union v. City of Lake Worth Professional Managers and Supervisors Association v. City of Lake Worth, 28 FPER ¶ 33242 (2002).

Safety in transit to and from work is neither a wage, hour, or term and condition of employment nor a bargainable impact of a decision that arguably affects employee safety, when the employees' work does not involve travel.

104. Laborers' International Union of North America, Local 678, AFL-CIO v. Greater Orlando Aviation Authority, 28 FPER ¶ 33256 (2002), aff'd, 869 So. 2d 608 (Fla. 5th DCA 2004).

The employer's decision to heighten airport security by placing further restrictions upon employee access to secured areas is a managerial right.

105. International Union of Police Association, AFL-CIO v. State of Florida, Department of Management Services, 855 So. 2d 76 (Fla. 1st DCA 2003), rev'g in part, 28 FPER ¶ 33137 (2002).

Schedule change is a mandatory subject of bargaining.

106. Communications Workers of America v. School Board of St. Lucie County, 29 FPER ¶ 250 (2003), per curiam aff'd, 876 So. 2d 574 (Fla. 4th DCA 2004).

Whether a union may pursue a grievance in its own name is a permissive subject of bargaining.

107. Hamilton County Education Association v. Hamilton County School District, 30 FPER ¶ 180 (2004).

Wage bonuses to be paid to teachers as a hiring incentive were a mandatory subject of bargaining.

108. Coastal Florida Police Benevolent Association v. Brevard County Sheriff's Office, 30 FPER ¶ 297 (2004).

Decision to temporarily transfer deputy sheriffs to county detention center is a management prerogative but employer must provide union with notice and an opportunity to bargain over the impact of the decision on wages, hours, and terms and conditions of employment prior to implementation.

109. International Union of Painters and Allied Trades, Local 1010, AFL-CIO v. City of Sweetwater, 31 FPER ¶ 52 (2005).

Healthcare benefits are a mandatory subject of bargaining and were incorporated by reference into the parties' collective bargaining agreement. See also Citrus, Cannery, Food Processing and Allied Workers, Drivers, Warehousemen and Helpers, Local Union No. 173 v. City of Sarasota, 29 FPER ¶ 87 (2003).