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**Office of the Inspector General**  
**Miami-Dade County**

# Final Report

To: Mr. Steve Shiver, County Manager

Mr. Danny Alvarez, Director  
Miami-Dade Transit

\_\_\_\_\_  
Received by \_\_\_\_\_ Date \_\_\_\_\_

From: Christopher Mazzella, Inspector General

Date: August 20, 2002

Re: Gregory Blackman, 1st Vice President – Government Supervisors Association of Florida (GSAF)/Office and Professional Employees International Union (OPEIU)

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*\*\*\*Responses received to the Draft version of this report are contained in the Appendix. The OIG addresses these matters as they appeared to have been resolved between the GSAF/OPEIU and Miami-Dade County. The OIG's comments to the apparent resolution and recommendations are found on pages 4-6 of this Final Report.*

## **SYNOPSIS**

In March 2002, the Office of the Inspector General (OIG) received information that since January 2000, Mr. Gregory Blackman, a Miami-Dade County employee, was attending to GSAF union business on a full-time basis without written authorization from his Director, and without authorization from the GSAF Collective Bargaining Agreement (CBA).

An inquiry was conducted, and it was determined that Mr. Blackman, Rail Traffic Controller, Miami-Dade Transit, was working at the GSAF union facility on a full-time basis without proper authorization since January 2000.

## **BACKGROUND**

Mr. Blackman is a Rail Traffic Controller employed with the Miami-Dade Transit Agency since June 4, 1984. Mr. Blackman has been the GSAF/OPEIU Local 100 1<sup>st</sup> Vice President since January 1999.

When Mr. Blackman's tenure as 1<sup>st</sup> Vice President began in January 1999, Mr. Blackman began his use of union activity leave, commonly referred to as "Y-Time," on January 21, 1999. Miami-Dade County's (the County) Time and Leave System reveals that from January 21, 1999 through January 5, 2000, Mr. Blackman is documented as averaging 16 hours per work week of union activity leave. The County's Time and Leave System further reflects that from January 10, 2000 through at least June 7, 2002, Mr. Blackman is documented as using union activity leave on a full time basis (40 hours weekly) with the exception of his occasional use of personal leave during the aforementioned period.

## **GOVERNING AUTHORITIES**

The general authority for Union Activity Leave is found in the County's Employee Leave Manual, Section 19. In general, "Union Activity Leave provides authorized employees time off with pay to participate in union activities." (Section 19.01.01) Eligibility and authorization for its use is governed by the specific collective bargaining agreement. "Employees may use union activity leave only with prior approval of their supervisor." (Section 19.03.03)

With regard to the GSAF/OPEIU Local 100, Union Activity Leave is governed by Article 25 of the Collective Bargaining Agreements (October 1996 – September 2002). Article 25 sets forth four (4) situations where union members are authorized to take paid Union Activity Leave. Article 25 states that leave with pay shall be authorized in accordance with the County Leave Manual for the following reasons:

Article 25.1: "Seven (7) employees will be permitted, when necessary, to participate in Collective Bargaining negotiations with the County. These employees shall be designated in writing to the Department Director and the Director of Office of Labor Management for the County and the Public Health Trust. The employee shall give reasonable notice to their supervisor. Such time spent at Collective Bargaining negotiations will be considered as time worked."

Article 25.2: "Employees designated by the Union to attend Union functions. The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed ten (10) working days in any contract year."

Article 25.3: "Administrative Leave shall be granted to employees to take County and Public Health Trust Civil Service exams and to appear for job interviews in connection therewith."

Article 25.4: “The president of the Association shall be granted time off with pay to attend meetings involving Association matters. These meetings should include but are not limited to the following:

Board of County Commissioners, Labor Management Committee, Collective Bargaining Negotiations, Processing of Grievances/Arbitration Hearings Disciplinary Matters.”

## **FINDINGS**

In March 2002, the OIG was provided with a copy of correspondence (dated 11-16-00) that was written by GSAF President Richard Ellis to Mr. Danny Alvarez, Director, Miami-Dade Transit Agency (MDC Transit), in reference to Mr. Blackman’s release for GSAF business. (Exhibit A)

In summary, this correspondence from Mr. Ellis to Director Alvarez was a request by Mr. Ellis for Director Alvarez’s formal written approval to continue a previous agreement between GSAF and MDC Transit regarding the release of Mr. Blackman for union activity. Because this correspondence was not signed and dated by Director Alvarez, which would indicate his approval, the OIG requested that Director Alvarez provide the OIG with a copy of the November 2000 correspondence in order to determine whether the agreement was actually executed.

On March 15, 2002, OIG Special Agents met with Director Alvarez. In the course of the meeting, Director Alvarez stated that there was not a written agreement between MDC Transit and GSAF regarding Mr. Blackman’s release for Union Activity. Director Alvarez stated that he did not sign the November 16, 2000 correspondence from Mr. Ellis. Instead, Director Alvarez wrote a response to Mr. Ellis on December 22, 2000. Director Alvarez’s written response to Mr. Ellis states that approval releasing Mr. Blackman from MDC Transit duties will be granted pending Mr. Ellis’ acceptance of sixteen listed terms and conditions. Director Alvarez requested that Mr. Ellis indicate his agreement with the terms and conditions by signing and returning the correspondence. Director Alvarez stated that Mr. Ellis never signed and returned the correspondence to him.

Director Alvarez stated that after the OIG began an inquiry into this matter, he wrote another letter to Mr. Ellis, dated March 13, 2002. (Exhibit C). Director Alvarez explained in his letter that he had not received a response to the December 22, 2000 letter. Director Alvarez’s March 13, 2002 correspondence to Mr. Ellis contains three specific terms and conditions regarding the release of Mr. Blackman for which Director Alvarez requested a written response from Mr. Ellis by close of business, March 18, 2002.

On March 18, 2002, Mr. Ellis wrote a letter to Mr. Geoffrey Martin, Division Director, Labor Management and Employee Appeals, requesting a meeting to discuss Director Alvarez's March 13, 2002 letter. (Exhibit D). As a result, a meeting between Mr. Martin, Director Alvarez, Mr. Blackman, Mr. Ellis and Donald Slesnick, GSAF attorney, was scheduled for April 2, 2002. On March 22, 2002, Mr. Slesnick cancelled the aforementioned meeting. (Exhibit E)

In May 2002, chief labor agreement negotiators from the Employee Relations, Labor Management and Employee Appeals Division and chief labor agreement negotiators for the GSAF agreed to modify the Article 25.4 (Leave with Pay) section of the GSAF CBA with the following addition: **"The Association President and 1st Vice President will be released from duty with pay to administer this Agreement."** This modification to Article 25.4 will take effect on October 1, 2002 when the new CBA is executed.

Even though ERD and the GSAF eventually addressed the concerns regarding the official written release of the 1<sup>st</sup> Vice President with the modification of the CBA, effective October 1, 2002, Mr. Blackman's unofficial release status to the GSAF since January 2000 was still unresolved. As a result, Director Alvarez instructed MDC Transit's Assistant Director of Administration to conduct an audit of Mr. Blackman's salary and benefit costs while Mr. Blackman had been working full-time for the GSAF from January 23, 2000 through May 12, 2002. By letter and invoice dated May 24, 2002, MDC Transit requested that GSAF reimburse the County \$187,512.47, which represented salary and benefit costs for Mr. Blackman while he had been working full time for the GSAF without authorization. On July 10, 2002, the County Manger received a letter from the GSAF attorney Donald Slesnick, which states that GSAF does not intend to pay the invoiced amount, and requests the County to immediately withdraw the demand for reimbursement. (Exhibit H)

## CONCLUSION & RECOMMENDATIONS

Through a series of correspondence between Mr. Donald Slesnick, on behalf of the GSAF/OPEIU, dated July 9 and July 24, 2002, and between the Miami-Dade County Manager, dated August 1, 2002, a resolution to this matter apparently has been reached.

According to Mr. Slesnick, there was a series of verbal agreements made by Miami-Dade Transit that constitute verbal approval of Mr. Blackman's continued release of duty. In essence, the County Manager, by letter dated August 1, 2002, agreed. According to the County Manager: "I have concluded that Mr. Blackman justly assumed his release from duty and placement on union activity leave for forty (40) hours per week to assist in the administration of the Agreements was approved through verbal commitments by executive staff of Miami Dade Transit."

While the OIG recognizes that this decision is within the County Manager's discretion and is permissible within the bounds of his authority, the OIG is concerned over the precedent setting nature of this declaration.

First, while verbal communications undoubtedly took place, the actual written correspondence between the two parties indicate that there was not full agreement on how Mr. Blackman's release from duty would be administered. In fact, the written correspondence from Director Alvarez requests written acknowledgement by GSAF/OPEIU that it has agreed to the terms set forth by the Department. Of particular concern was the condition mandated by Director Alvarez that Mr. Blackman's release of duty be for benefit of MDT and the GSAF, in that Mr. Blackman would act as GSAF's chief grievance representative for MDTA. Furthermore, the written correspondence states: "Should GSAF assign Mr. Blackman to work with another department, or to perform union activities unrelated to his function as GSAF's chief grievance representative for MDTA, GSAF agrees to reimburse the County through a direct deduction from the Association's dues collected by the County through a direct deduction from the Association's dues check-off system for all expenses related to that time." (Exhibit B, emphasis added).

While this document was not returned signed by Mr. Ellis and Mr. Blackman, this condition in addition to 15 others, serves as a written memorialization of the scope and terms of release contemplated by MDT's executive staff.

However, pursuant to a request by Mr. Slesnick, Mr. Blackman provided a written summary of his union related duties since January 12, 2000 to present, which clearly demonstrates that the scope of union duties far exceeds acting as MDT's chief grievance representative. In fact, Mr. Blackman lists 17 other departments that he participates on behalf of in Labor Management Committee meetings. (See Blackman letter dated July 17, 2002, incorporated in Appendix B). Additionally, Mr. Blackman states that he has:

- Researched and participated in efficiency initiatives in Miami-Dade Corrections and Rehabilitation, Miami-Dade Housing Agency, Miami-Dade County Building Department, Miami-Dade Water and Sewer Department, Miami-Dade General Services Department, and Miami-Dade Parks and Recreation Department.
- Participated and negotiated reorganizations in Miami-Dade Aviation, Miami-Dade Department of Human Services, Miami-Dade General Services Administration Department, Miami-Dade County Building Department, Miami-Dade Parks and Recreation Department, and Port of Miami.

During the period of time in question, GSAF did not reimburse MDT for Mr. Blackman's release of duty as a Rail Traffic Controller. In fact, Director Alvarez' letter dated March 13, 2002 (see Exhibit C) to GSAF President Ellis again reinforces the notion that any contemplated scope of release would have been limited to Mr. Blackman's "work as GSAF's Chief Grievance Representative for Miami Dade Transit (MDT)." Director Alvarez goes on to state that: "The absence of Mr. Blackman in the Rail Traffic Controller classification has

created an undue hardship to the Rail Central Control Division. The division continues to need and use a vast amount of overtime in order to cover the work responsibilities that Mr. Blackman normally performed.” (Exhibit C). Thus, should one acknowledge that verbal commitments took place, it is unclear to what scope the release from duty was agreed to. Written correspondence, short of a formal written agreement, suggests that the terms of release contemplated by MDT were much more narrowly drawn.

Second, knowing that the written agreement was not signed and acknowledged, the OIG is at a loss to understand how this situation continued unchecked for over two years. Notwithstanding the fact that this release was based on “verbal commitments,” there appears to have been a major lapse of communication between the managers in the Rail Central Control Division and MDT executive staff. Should MDT have needed guidance, it should have consulted with the Labor Management and Employee Appeals Division and the County Attorney’s Office.

Last, the OIG is, in general, troubled by verbal agreements, commitments, and modifications. Accountability is lost when one must rely on the memories of individuals regarding what, when and in what context things were said. After the fact ratification of those verbal conversations, absent written documentation, which supports the basis of the agreement, lends itself to abuse and sets poor precedent.

The OIG recommends that the County Manager institute a new policy requiring that all releases of duty be authorized, in writing and, absent exigent circumstances, prior to the release. Such releases should only be initiated by executive management staff having the authority to authorize that release. Unless explicitly addressed in the collective bargaining agreement, supervisors must request and receive some form of written authorization by executive management prior to releasing individuals from duty for union-related activity. A review of all the County’s collective bargaining agreements should be conducted to determine if those employees currently released from duty are, in fact, properly authorized to be released in order to attend to union related activities.

Should these recommendations be adopted and a new policy is enacted, the OIG requests that we be provided with a copy of any memorandum implementing these measures or address the concerns identified herein.

Cc: Mr. Robert Ginsburg, County Attorney

Mr. Geoff Martin, Division Director, Labor Management and Employee Appeals

## APPENDIX

1. Draft Notification Letter to MDT  
No response received from MDT.
2. Draft Notification Letter to Mr. Richard Ellis, President GSAF/OPEIU Local 100  
Response to Draft received from the Law Offices of Slesnick & Casey on behalf of GSAF/OPEIU Local 100
3. Draft Notification Letter to Mr. Gregory Blackman  
No response received.
4. Draft Notification Letter to Mr. Geoffrey Martin, Division Director – Labor Management & Employee Appeals  
No response received.

\*\*\*Attached and included in GSAF/OPEIU's response is a letter from the Miami-Dade County Manager, dated August 1, 2002, which appears to address the issues identified in this report.