



# Memorandum



Miami-Dade County Office of the Inspector General  
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To: Hon. Joe A. Martinez, Chairman  
and Members, Board of County Commissioners  
Alina T. Hudak, County Manager, Miami-Dade County

From: Christopher Mazzella, Inspector General

Date: April 20, 2011

Subject: OIG Final Report on MDT's Temporary Assignment of Employees to a Transit Worker's Union Education Committee, Ref. IG11-08

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The Office of the Inspector General (OIG) has now completed its review of Miami-Dade Transit's (MDT) recent assignment of twelve employees to the Transit Worker's Union (TWU) "education committee" (the Committee), for which the employees were paid their regular wages by MDT. The OIG initiated its review upon learning of media reports of the detached MDT employees, and in particular one report of an employee engaging in campaign activities—presumably during the workday. Additionally, former Commissioner Carlos A. Gimenez requested that the OIG investigate the detachment and determine whether any laws, County Code provisions, or regulations were violated.<sup>1</sup>

Our review determined that MDT had not adequately planned its decision to detach the twelve employees to the Committee. One day after receiving the union's request, January 27, 2011, MDT immediately released the employees to the Committee effective the next day. There was no effort to assess the merits of the Committee's function, the prospective costs of its operation or who should bear the costs for the detachment. Three recent actions taken by MDT (to reclassify wages as Y-time, i.e., wages paid by the TWU; to reduce the number of detached employees; and to produce a cost estimate at the request of the OIG because one had not been previously prepared) all point to the lack of initial planning on MDT's part. A fourth action, taken one day after receiving the OIG draft report in this matter—disbanding the Committee and ending the Pilot Project only two months after it was formed—raises questions as to whether the Committee was ever intended to perform any legitimate governmental function.

The remainder of this memorandum discusses the circumstances leading to the formation of the Committee, the funding source for regular and overtime wages to those

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<sup>1</sup> The OIG's review focused on the circumstances, planning and funding associated with MDT's decision to detach twelve employees to the TWU Committee for a 6-month pilot project. Insofar as there are concerns whether employees improperly engaged in political activities while on temporary re-assignment, we note that the Miami-Dade Commission on Ethics and Public Trust has recently addressed that question in a March 2011 memorandum, a copy of which is attached as Exhibit 1.

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employees assigned to the Committee, recent modifications to the pilot project, and additional actions taken by MDT after being provided with a report on this matter. MDT's response is included as Appendix A.

### ***The Formation of the Transit Education Committee***

On January 26, 2011, 27 MDT employees submitted a letter, jointly addressed to the President of TWU Local 291 and the MDT Director, in which they requested that MDT immediately establish a program to "recruit and train 10-12 Transit employees (rank and file—not administrators) to visit the garages, training classes and any other forum where MDT's operational employees can be accessed, to talk to us and update us on Transit's budget, important County events and the political process." (Exhibit 2) The next day, in response to the above-described letter, MDT agreed to release twelve employees on special assignment to TWU Local 291 to participate in what was characterized as a "transit education committee." (See January 27, 2011 email attached as Exhibit 3).

During the course of this review, OIG Special Agents interviewed MDT officials, including the MDT Director and his Senior Executive Assistant, and other senior management staff regarding the decision to immediately accede in their employees' request for the establishment of the Committee. They stated that the MDT Director, based on the discretion provided him by the Collective Bargaining Agreement (CBA), agreed to temporarily assign twelve employees to participate in what they described as a pilot project that was intended to last six months. They also stated that they felt that the Committee's actions would be of benefit to MDT, although they were unable to articulate its function in detail. They also said that MDT had not determined in advance the cost of the pilot project. Finally, they stated that the Committee participants were specifically directed to not participate in any political activity, including the pending Mayoral recall election.

On March 2, 2011, OIG Special Agents interviewed the MDT Director regarding the temporary detachment of the twelve employees. We asked him about the availability of the 20 TWU Local 291 union stewards employed throughout MDT and whether they could have provided the same educational and out-reach functions.<sup>2</sup> While the MDT Director acknowledged that there are 20 stewards that could possibly perform these functions, he explained that the majority of their workload involved representing employees facing disciplinary action by the department.

OIG Special Agents also interviewed a senior staff member who had recommended that senior MDT management should be used for the purpose of educating MDT employees, given their familiarity with the budget and other issues. The senior staff member also stated that the assignment of senior staff would be more cost-effective because it would avoid any overtime expenditures. In the alternative, the senior staff member had recommended that the numerous TWU shop stewards and MAPs (Membership

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<sup>2</sup> The 20 stewards are classified as performing TWU activities and, thus, for payroll purposes are marked as on Y-time.

Assistance Personnel Counselors) be assigned to the Committee because they were already performing an education function for their MDT co-workers. However, the senior staff member stated that the MDT Director insisted that the pilot program be run through the TWU using rank and file employees because they "can say things that management can't."

Because of the detachment of the twelve employees, MDT was required to replace them using bus operators from the standby pool and other temporary employees.

### ***Employees Detached to the TWU Committee Initially Received Regular Pay***

Beginning on January 28, 2011 and continuing through February 19, 2011, MDT paid all twelve of the employees assigned to the Committee their regular wages, as well as overtime wages, with MDT funds. In their interview with OIG Special Agents on March 2, both the MDT Director and his Senior Executive Assistant were unable to explain why the employees were not entered in the payroll system as "Y-time" classified employees—those granted a leave of absence to conduct union business—which would have required the TWU to reimburse MDT for their wages.

Three days later, on March 5, MDT began classifying the pay status of the Committee employees to Y-time for regular hours worked. MDT also began the process of executing change forms for the previous pay periods in order to re-classify the twelve Committee members' pay code of regular time to Y-time, thus requiring TWU reimbursement.<sup>3</sup>

During the initial meeting with the MDT Director, OIG Special Agents requested any information related to the projected costs of the pilot project, such as cost estimates or budgets. We were advised that there were none. Five days later, on March 7, MDT produced its cost estimate for the pilot project. As initially conceived, the bi-weekly payroll cost, including the estimated total salary costs of the twelve employees and estimated replacement drivers cost, was \$32,919 per pay period.<sup>4</sup> As a 6-month pilot project, it would have cost over \$400,000. MDT reasoned, however, that the true cost of the pilot project was only the replacement drivers' estimated cost of \$5,753 per pay period, because the twelve detached employees would have received the same wages or more if they were not on special assignment. (Exhibit 4)

### ***Overtime Hours Compensated to MDT Employees Detached to the Committee***

From March 5 through April 1, 2011 (when MDT disbanded the Committee), MDT continued to pay the overtime hours for those employees detached to the Committee,

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<sup>3</sup> OIG Special Agents were informed by MDT staff that although the TWU billing process normally lags months behind employee pay dates, MDT anticipates full reimbursement by the TWU for all the time during which the Committee employees performed union activities.

<sup>4</sup> MDT provided the OIG with the specific rates of pay for the twelve employees detached to the Committee for the period February 6-19, 2011, which the OIG has verified as being accurate.

even though the employees' base salaries were being charged to the TWU as participating in union activities. MDT advised the OIG that the department was still responsible for the detached employees' overtime based upon provisions in the CBA for bus operators.<sup>5</sup> The OIG questioned MDT's position on this issue and contended that this issue warranted review by the County Attorney's Office.

### ***Other Modifications to the Committee since OIG Review***

On March 18, 2011, MDT reduced participation in the Transit Education Committee from twelve employees to six for the remainder of the 6-month pilot project.<sup>6</sup> MDT also stated that it would require TWU Local 291 to provide a detailed scope and charter for the work performed by the remaining Committee employees, and requiring that the union submit a report, at the end of every pay period, that describes in detail the work performed by the six Committee employees. (Exhibit 5)

### ***MDT Response and Corrective Action(s) Taken and OIG Conclusions***

The OIG provided MDT with a draft report of this review on March 31, 2010. The next day, April 1, 2010, MDT disbanded the Transit Educational Committee and ended its Pilot Project. In its response to the OIG dated April 13, 2011 (attached as Appendix A), MDT clarified that the proper payroll code for these union activities is "YP" whereby the employee's overtime rate, while first paid by the County, would be included in the billing reimbursement sent to the TWU. MDT advises that "as corrective action, MDT shall advise TWU that employees' time will be reflected as book-off, and the union will be billed for all hours, which is a total of \$106,300." MDT also stated that in total, it incurred replacement costs in the amount of \$21,886 which do not appear to be subject to reimbursement.

While we are pleased to learn that MDT will seek reimbursement from the TWU (including the aforementioned overtime wages), the OIG remains critical of the implementation of a pilot project that re-assigned a dozen full-time employees, without attempting to first analyze the pilot project's function, merits, and cost to the County taxpayers. Despite MDT's stated intention to educate and inform, it is clear that the deployment of personnel to the TWU's Educational Committee, at the height of the recall election, gave rise to an undeniable perception that the deployment was politically motivated. Unfortunately, subsequent action regarding the pilot project's abrupt disbandment, two weeks after the election and one day after receiving the OIG's draft report, only cements this perception.

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<sup>5</sup> Those overtime hours accrued at an average of one to three hours a day for nine of the twelve employees classified as bus operators.

<sup>6</sup> MDT in this same email correspondence credits the Committee with improving MDT's absenteeism rate. Nevertheless, MDT assesses that six employees should be adequate to fulfill the objective of the pilot project. The OIG, however, is skeptical that the Committee can properly be credited with reducing absenteeism at MDT during its short tenure of operation, particularly since we have discovered that eight TWU MAPs were already tasked with that function.

Attachments

cc: Robert A. Cuevas, County Attorney  
Ysela Llorca, Assistant County Manager  
Harpal S. Kapoor, Director, Miami-Dade Transit  
Charles Anderson, Commission Auditor  
Robert Meyers, Executive Director, Commission on Ethics and Public Trust  
Talib Nashid, President, Transit Worker's Union, Local 291

# APPENDIX A

## MDT RESPONSE

IG11-08

# Memorandum



**DATE:** April 13, 2011

**TO:** Christopher Mazzella  
Inspector General

**FROM:** Harpal S. Kapoor  
Director, Miami-Dade Transit

**SUBJECT:** OIG Review of MDT's Temporary Assignment of Employees to a Transit Worker's Union Education Committee, Ref. IG11-08

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Thank you for your review titled, "*OIG Review of MDT's Temporary Assignment of Employees to a Transit Worker's Union Education Committee, Ref. IG11-08*", dated March 31, 2011. Please be advised that the Transit Education Committee has been disbanded effective April 1, 2011; subsequently the Pilot Program has ended.

The total salary amount for the participants, which began at twelve (12) employees and then reduced to six (6) employees, was approximately \$106,300. Replacement (additional) costs of the TWU Education Committee have been estimated at \$21,886 for a combined total cost of \$128,186 (see attachment). The replacement costs were paid to bus operators who were used to complete the work assignments of the committee participants. The three (3) employees who were not bus operators incurred no overtime costs.

In response to concerns raised in reference to which entity will pay the CBA-calculated overtime, it is important to clarify and distinguish the subtle yet significant nuances of the various types of Union "Y" time. There are essentially three types of "Y" time: "Y" which denotes union time paid by the County for such activities as labor/management meetings and safety committee meetings; "YP" which denotes book-off time, in which the County initially pays and subsequently bills the union, and finally, "YT" which distinguishes all designated full-time union stewards and Membership Assistance Program (MAP) assignments. In both the "Y" and "YP" designations, the County pays the employee's overtime pay rate. Additionally, in the case of "YP", the overtime pay rate is included as a part of the union's billing.

However, upon further review of the payroll issues, it has been determined that the committee's time should have been properly reflected as "YP". Therefore, as corrective action, MDT shall advise TWU that employees' time will be reflected as book-off, and the union will be billed for all hours, which is a total of \$106,300.

Please advise should you require any further information.

c: Alina T. Hudak, County Manager  
Ysela Llort, Assistant County Manager

Attachment

**TWU SPECIAL ASSIGNMENT PAY BY PAY PERIOD**

SPECIAL ASSIGNMENT PAY (BUS OPERATORS)						
NAMES	PPE 2/5/11	PPE 2/19/11	PPE 3/5/11	PPE 3/19/11	PPE 4/3/11	Y-T-D
Shadel Hamilton	\$ 1,814.37	\$ 2,929.30	\$ 2,929.30	\$ 1,061.22		\$ 8,534.19
Katonya Johnson	\$ 997.78	\$ 1,855.50	\$ 1,655.50	\$ 1,844.93	\$ 1,655.50	\$ 7,608.21
Diane Vega	\$ 1,578.52	\$ 2,886.23	\$ 2,886.23	\$ 2,816.56		\$ 10,165.54
Pablo Pupo	\$ 991.01	\$ 1,651.69	\$ 1,651.69	\$ 1,953.98	\$ 1,651.69	\$ 7,900.06
Wuilo Lopez	\$	\$	\$ 1,321.44	\$ 2,202.40		\$ 3,523.84
<b>TOTALS</b>	<b>\$ 12,208.97</b>	<b>\$ 20,392.98</b>	<b>\$ 20,392.98</b>	<b>\$ 20,694.72</b>	<b>\$ 10,519.92</b>	<b>\$ 85,529.01</b>

SPECIAL ASSIGNMENT PAY (OTHER CLASSIFICATIONS)						
NAME (Other classifications)	PPE 2/5/11	PPE 2/19/11	PPE 3/5/11	PPE 3/19/11	PPE 4/3/11	Y-T-D
David Eilenburg (Bus Stock Clerk)	\$ 1,116.48	\$ 1,860.80	\$ 930.40		\$ -	\$ 3,907.68
Francis Joseph (Gen. Helper)	\$ 918.23	\$ 1,530.40	\$ 1,530.40	\$ 1,530.40	\$ 1,530.40	\$ 7,039.84
<b>TOTALS</b>	<b>\$ 3,594.72</b>	<b>\$ 6,773.60</b>	<b>\$ 5,843.20</b>	<b>\$ 4,350.40</b>	<b>\$ 1,530.40</b>	<b>\$ 22,092.32</b>

Estimated total salaries costs						
	PPE 2/5/11 (6 days Jan. 28 to Feb. 5)	PPE 2/19/11 (Pay for 2-6 through 2-19- 11)	PPE 3/5/11 Pay for 2-20 through 3-5-11	PPE 3/19/11 Pay for 3-6 through 3-19-11	PPE 4/3/11 Pay for 3/20/ through 4/3/11	Y-T-D Total
Estimated Total Salaries Costs	\$ 15,902	\$ 27,167	\$ 28,236	\$ 25,046	\$ 12,060	\$ 106,300
Est. Biweekly Replacement Costs	\$ 3,452	\$ 5,753	\$ 5,753	\$ 4,760	\$ 2,169	\$ 21,886
Estimated Salary and replacement costs	\$ 19,253	\$ 32,919	\$ 33,989	\$ 29,805	\$ 14,219	\$ 128,186

FYI the salaries would have been paid if employees had been working their regular job, thus the only additional costs are the replacement costs

# OIG EXHIBITS

EXHIBITS 1-5

IG11-08

## MEMORANDUM

**To:** All County and Municipal Elected Officials, City Attorneys and County and Municipal employees.

**From:** Robert Meyers, Executive Director,  
Miami-Dade County Commission on Ethics and Public Trust

**Re:** Limitations on Political Activities of County and Municipal Officers and Employees (Updated)

**Date:** March 2011

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This memorandum was initially released by the Commission on Ethics in March 2009. In light of recent media reports, it seems appropriate to re-issue the memorandum and remind all affected personnel that violations of these protocols may result in ethics violations and/or Florida Statutes.

Recent media reports have exposed that certain County employees have been “excused” from their regular jobs, while still collecting their County salaries, in order to allow them to work on the issues surrounding the March 15, 2011 recall election. According to the Miami Herald, at least one transit employee was observed wearing a yellow “Vote No” to the recall T-shirt and distributing brochures in support of the current mayor.

In January 2009, the Ethics Commission opined that a County employee may work on a political campaign when she is off-duty. While working on the political campaign however she may not wear a County uniform, use County resources or work out of a County building. In addition, if she is being paid by the campaign she must receive outside employment permission and disclose the amount she receives.

In October 2008, the Ethics Commission opined that the Mayor of Miami-Dade County (the County) was prohibited from endorsing a judicial candidate using County stationery. The Ethics Commission reasoned that while the Mayor was free to *personally* endorse whomever he pleased, he could not create the impression that the County endorsed the candidate. The Ethics Commission used the same analysis to conclude that the Mayor could not disseminate, through the County e-mail system, a political endorsement that he received from the Firefighters Union and the Police Benevolent Association.



Shortly after that opinion was issued, the City of Homestead was advised that it would be an “exploitation of official position”<sup>1</sup> to disseminate political campaign material using City resources such as the e-mail system or to use any City resources to either create political advertisements for a third party or further the campaign of any candidate, including but not limited to hosting a fundraising event.

In another case, the Ethics Commission received information concerning the dissemination of campaign materials and invitations to political fundraisers through the e-mail network of a certain municipality and through posting on a City bulletin board. Allegedly, the posting on the City bulletin board was an invitation to a fundraiser for a candidate in a neighboring City. The employee who posted the invitation was allegedly instructed to do so by a councilperson in the City where the employee works.

During any election it is not unusual for reports of questionable activity to flow into the Ethics Commission. Therefore, this memorandum serves to put all affected parties on notice that impermissible electioneering activities violate Florida State Statutes, subjecting the violator to potential criminal charges, and may also violate sections of the Miami-Dade Conflict of Interest and Code of Ethics ordinance.

A former County Attorney issued a memorandum addressing some of the same issues. I have reproduced a portion of this very informative memorandum below:

[I]t is appropriate to remind County [and Municipal] employees of their political rights and the limitations imposed by state law upon those rights. County [and Municipal] employees are free to express their opinions on candidates and political issues, but must be careful to avoid using their official authority to improperly influence other voters.

The limitations on [Government] officials and employees’ political activities are set forth in § 104.31, Florida Statutes, which states:

- (1) No officer or employee of [a County or Municipality] shall:
  - (a) Use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person’s vote or affecting the result thereof.
  - (b) Directly or indirectly coerce or attempt to coerce, command or advise any

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<sup>1</sup> “Exploitation of official position prohibited” is contained in Section 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance.

other officer or employee to pay, lend or contribute any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes. Nothing in this paragraph or any county or municipal charter or ordinance shall prohibit an employee from suggesting to another employee in a non-coercive manner that he or she may voluntarily contribute to a fund which is administered by a party, committee, organization, agency, person, labor union or other employee organization for political purposes.

The provisions of this section shall not be construed so as to prevent any person from becoming a candidate for and actively campaigning for any elective office in this state. All such persons shall retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.

\* \* \*

- (3) Nothing contained in this section or in any county or municipal charter shall be deemed to prohibit any public employee from expressing his or her opinions on any candidate or issue, or from participating in any political campaign during the employee's off-duty hours, so long as such activities are not in conflict with the provisions of subsection 1 or § 110.233.

Taken together, these subsections permit County [and Municipal] employees and officials to voice their opinions about candidates and issues so long as they do not use their official authority in an attempt to influence the opinions of others. It is important to note that the statute preserves the right to engage in political activities off-duty, not on-duty. Political activities may not be conducted on-duty, consistent with the notion that taxpayers' monies are used to compensate County [and Municipal] staff for the performance of their prescribed official duties, not to engage in political activity during office hours. Of course, the prohibition against on-duty political activity should not be read so broadly as to prohibit even casual political discussions in the workplace.

Voluntary, non-coercive speech of a political nature, like other non-work related discussions on matters of public concern, are protected by the First Amendment so long as the speech does not interfere with the proper functioning of the workplace and the efficient provision of public services.

Whether on or off-duty, County [and Municipal] employees must avoid using their official authority to influence the way other persons vote. County [and Municipal] officers and employees may indicate how they personally intend to vote on a particular candidate or issue and may even state the reasons for their beliefs, but they may not urge, coerce or influence any other person's vote through the use of official authority. County [and Municipal] employees are safe to discuss their own reasons for voting a certain way, but must be cautious to avoid telling or advising other persons how to vote while acting as an official or using their official authority.

The state statute also places specific restrictions on soliciting political contributions. While a County [or Municipal] officer or employee may suggest to other employees, in a non-coercive manner, that they may voluntarily contribute to a political campaign, no employee or official can order or even advise another officer or employee to make such a contribution. County [and Municipal] employees in their official capacity must also avoid commanding, suggesting or even hinting to members of the public that they should contribute to a campaign. Such conduct constitutes the use of official authority or influence for the purpose of affecting an election result, which is specifically prohibited by Section 104.31(b), Florida Statutes, quoted above.

The limitations imposed by state law on political activities do not affect the duty of County [and Municipal] employees to provide information to the public in connection with a political campaign. In providing such information, County [and Municipal] employees must use their best efforts to respond truthfully and completely, in accordance with the Citizens' Bill of Rights provisions of the Dade County Charter.

Again, the intent of this memorandum is to put individuals on notice that the distribution of campaign material using government e-mail systems or any other government resources will be considered an exploitation of official position under the Miami-Dade County Conflict of Interest and Code of Ethics ordinance and such conduct may result in the filing of an ethics complaint against individuals engaging in such activities.

Dear Mr. Nashid and Director Kapoor:

The signors of this letter are a group of your operations employees. It is our intent to bring to you a very serious matter that needs correction immediately.

As you both have stated, bus and rail operational employees are the backbone of the department. Without us, nothing moves. We are a vital part of the Miami-Dade Transit (MDT) family. However, because of our varying schedules, we do not have access to important information that is happening in the County and Transit as MDT's administrative and supervisory employees do. We do not have computers and as such we do not have access to important e-mails and the Dade County website that would enlighten us about the many important events that are happening in the County. We are not sure if we had computers in the garages that we would have the time to use them.

While there are occasional attempts by administration to post some of the memos in the garages, I am sure this is only a fraction of the information that we should be apprised of and only a few of us actually have the time to read the information because of the tight bus and rail schedules.

We are increasingly concerned because of the uncertainty that the County is in related to the political process, budget and the impact that these things may have on Transit employees specifically. We feel that we are missing a lot of this important information and we insist that we be a part of the process.

We are presenting this problem to you, but not without a solution.

**Recommendation:** We feel that we should have better access to this information through face-to-face meetings or forums. The signors of this letter strongly implore you to work together to recruit and train 10-12 Transit employees (rank and file – not administrators) to visit the garages, training classes and any other forum where MDT's operational employees can be accessed, to talk to us and update us on Transit's budget, important County events and the political process.

President Nashid – your campaign slogan was “a dawn of a new era.” When we voted for you, this meant to us that you would support innovative programs and initiatives for the employees you represent. This is your opportunity.

Mr. Kapoor your core values state in part, “We recognize the value of investing in the well-being, motivation and growth of our employees, who are our greatest resource.” This investment will yield significant returns.

This program should start immediately. Please provide a response to this very important recommendation.

RECEIVED

JAN 26 2011

DIRECTOR  
MIAMI-DADE TRA

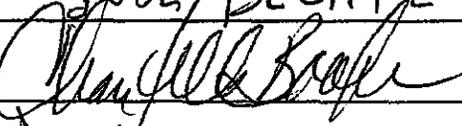
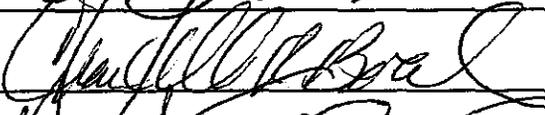
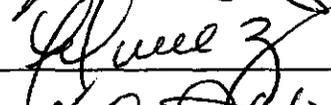
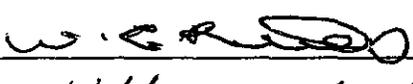
EXHIBIT

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By virtue of my signature below, I support and endorse the content and spirit of the attached correspondence:

Name (Print)	Name (Signature)
Richard T. Collins	Richard T. Collins
Bhagat Singh	Bhagat Singh
WESLEY BRADY	W. C. Brady
SAMUEL YERBOAH	Samuel Yerboah
ELTON O. Pouchie	Elton O. Pouchie
Charles L. Gilbert	Charles L. Gilbert
DAVID OLIVEIRA	David Oliveira
Mark Locke	Mark Locke
Bernard ADRIEN	Bernard Adrien
Tom HARRISON	Tom Harrison
T. Davis	T. Davis
C. Orr	Charles Orr
C. Davis	C. Davis
D. Parker	D. Parker
LORENZO JONES	Lorenzo Jones
Dale McMillan	Dale McMillan
C. Davis	C. Davis
Alvin R. Boswell	Alvin R. Boswell

By virtue of my signature below, I support and endorse the content and spirit of the attached correspondence:

Name (Print)	Name (Signature)
JOSE DELAFE	(x) 
	(x) 
Daly SELEXANT	(x) 
Mary P. Givens	(x) 
JOSE A NOBES	(x) 
LINDA SMITH	(x) 
Michael LAWRENCE	(x) 
WESLEY BRADY	(x) 
Willie L. Jackson	(x) 
	(x)

**Forbes, Clinton (MDT)**

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**From:** Forbes, Clinton (MDT)  
**Sent:** Thursday, January 27, 2011 3:05 PM  
**To:** 'km28@bellsouth.net'  
**Cc:** 'Talib Nashid'; 'gjohnson@twulocal291.org'; Gordon, Derrick (MDT); Lewis, Cathy (MDT); Kapoor, Harpal (MDT); Chen, Hugh (MDT)  
**Subject:** Temporary Special Assignment

Ken,

As discussed, effective Friday, January 28, 2010, the following transit employees are being released on special assignment to the Transportation Worker's Union (TWU), Local 291 to participate in your transit education committee. As discussed, these assignments are considered temporary and this project is considered a demonstration project to enhance communication among MDT's 2,000+ operational employees.

Derrick -- please take the necessary steps to ensure that the following employees are informed of their new assignment. Thank you.

1. **Frederick Akins**
2. **Pete Cruz**
3. **Pablo Popu**
4. **Lawrencde Gunn**
5. **Diane Vega**
6. **Take Green**
7. **Shadel Hamilton**
8. **David Ellenburg**
9. **Vaugh Bradley**
10. **Francois Joseph**
11. **Katonya Johnson**
12. **Michael Lawrence**

Clinton B. Forbes  
Senior Executive Assistant  
Miami-Dade Transit (MDT)  
305.218.5909 Mobile (Most accessible)  
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701 NW 1st Court, 17th Floor, Miami, Florida 33136  
Use the new **EASY Card** to pay your fare. Find out more at [www.miamidade.gov/transit](http://www.miamidade.gov/transit)



**TWU SPECIAL ASSIGNMENT PAY BY PAY PERIOD**

NAME (Bus Operators)	SPECIAL ASSIGNMENT PAY			Cumulative Total
	PPE 2/5/11	PPE 2/19/11	PPE 3/5/11	
Thaka Green	\$ 1,699.33	\$ 2,757.19	\$ 2,757.19	\$ 7,213.71
Shadel Hamilton	\$ 1,614.37	\$ 2,929.30	\$ 2,929.30	\$ 7,472.97
Vaughn Bradley	\$ 1,527.14	\$ 2,545.24	\$ 2,545.24	\$ 6,617.62
Katonya Johnson	\$ 997.78	\$ 1,655.50	\$ 1,655.50	\$ 4,308.78
Frederick Akins	\$ 1,464.70	\$ 2,074.31	\$ 2,074.31	\$ 5,613.32
Diane Vega	\$ 1,576.52	\$ 2,886.23	\$ 2,886.23	\$ 7,348.98
Lawrence Gunn	\$ 1,270.46	\$ 2,117.44	\$ 2,117.44	\$ 5,505.34
Pablo Pupo	\$ 991.01	\$ 1,651.69	\$ 1,651.69	\$ 4,294.39
Michael Lawrence	\$ 1,065.65	\$ 1,776.08	\$ 1,776.08	\$ 4,617.81
<b>TOTALS</b>	<b>\$ 12,206.97</b>	<b>\$ 20,392.98</b>	<b>\$ 20,392.98</b>	<b>\$ 52,992.93</b>

NAME (Other classifications)	SPECIAL ASSIGNMENT PAY		PPE 3/5/11	Cumulative Total
	PPE 2/5/11	PPE 2/19/11		
Pedro Cruz (Mover Tech)	\$ 1,560.00	\$ 3,382.40	\$ 3,382.40	\$ 8,324.80
David Ellenburg (Bus Stock Clerk)	\$ 1,116.48	\$ 1,860.80	\$ 1,860.80	\$ 4,838.08
Francois Joseph (Gen. Helper)	\$ 918.24	\$ 1,530.40	\$ 1,530.40	\$ 3,979.04
<b>TOTALS</b>	<b>\$3,594.72</b>	<b>\$6,773.60</b>	<b>\$6,773.60</b>	<b>\$ 17,141.92</b>
				<b>\$ 70,134.85</b>

6 days pay 1-28 through 1-11	1-28 through 2-5-11	Pay for 2-6 through 2-19-11	Pay for 2-20 through 3-5-11	
<b>Estimated total salaries costs</b>	<b>\$ 15,801.69</b>	<b>\$ 27,166.58</b>	<b>\$ 27,166.58</b>	<b>\$ 70,134.85</b>

<b>Est. Biweekly Replacement Costs</b>	\$3,451.67	\$5,752.79	\$5,752.79	<b>\$14,957.25</b>
<b>Estimated Salary and replacement costs</b>	<b>\$ 19,253.36</b>	<b>\$32,919.37</b>	<b>\$32,919.37</b>	<b>\$85,092.10</b>

Estimated total to date covers from 1-28 11 through 3-5-11

FYI the salaries would have been paid if employees had been working their regular job, thus the only additional costs is the replacement cost (\$14, 957)



**Forbes, Clinton (MDT)**

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**From:** Forbes, Clinton (MDT)  
**Sent:** Friday, March 18, 2011 2:54 PM  
**To:** 'Talib Nashid'; 'Talib Nashid'  
**Cc:** 'Ken McKay (km28@bellsouth.net)'; 'gjohnson@twulocal291.org'; Gordon, Derrick (MDT); Lewis, Cathy (MDT); Kapoor, Harpal (MDT); Chen, Hugh (MDT)  
**Subject:** RE: Temporary Special Assignment

Dear Talib:

Effective today, March 18, 2011, the Transit Education Committee demonstration project will be reduced from 12 to 6 employees. Please submit the six 6 employee's names who will continue to participate in the demonstration project today.

Additionally, please provide a detailed scope and charter for the work that these employees will be doing at MDT's maintenance and operational facilities as we continue the pilot project. Further, as discussed previously, you are required to provide a detailed report on the work performed by the education committee members to be accompanied with their green sheets at the end of every pay period.

We have noted recent improvement in MDT's absenteeism rate through the committee's efforts; however, from our assessment of the pilot project over the last couple of months, 6 employees should be adequate in fulfilling the objective of the pilot project. The pilot period shall not exceed six months from its commencement date of January 28, 2011. At that time, The MDT Director will evaluate the effectiveness of the committee to determine whether to continue the program. However, please be advised that this pilot project can be discontinued at any time at the discretion of the MDT Director.

MDT will set-up monthly meetings which will require your attendance to review the progress of the project.

Thank you.

**Clinton B. Forbes**  
Senior Executive Assistant  
Miami-Dade Transit (MDT)  
305.218.5909 Mobile (Most accessible)  
786.469.5409 Office  
786.469.5580 Fax

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**From:** Forbes, Clinton (MDT)  
**Sent:** Thursday, January 27, 2011 3:05 PM  
**To:** 'km28@bellsouth.net'  
**Cc:** 'Talib Nashid'; 'gjohnson@twulocal291.org'; Gordon, Derrick (MDT); Lewis, Cathy (MDT); Kapoor, Harpal



3/18/2011

(MDT); Chen, Hugh (MDT)

**Subject:** Temporary Special Assignment

Ken,

As discussed, effective Friday, January 28, 2010, the following transit employees are being released on special assignment to the Transportation Worker's Union (TWU), Local 291 to participate in your transit education committee. As discussed, these assignments are considered temporary and this project is considered a demonstration project to enhance communication among MDT's 2,000+ operational employees.

Derrick — please take the necessary steps to ensure that the following employees are informed of their new assignment. Thank you.

1. **Frederick Akins**
2. **Pete Cruz**
3. **Pablo Popu**
4. **Lawrencde Gunn**
5. **Diane Vega**
6. **Take Green**
7. **Shadel Hamilton**
8. **David Ellenburg**
9. **Vaugh Bradley**
10. **Francois Joseph**
11. **Katonya Johnson**
12. **Michael Lawrence**

Clinton B. Forbes

Senior Executive Assistant

Miami-Dade Transit (MDT)

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