

RATER'S OVERALL EVALUATION — Only one rating factor to be checked.

- Unsatisfactory:** Performance is inadequate and must be corrected.
- Needs Improvement:** Performance does not fully meet job requirements as indicated below.
- Satisfactory:** Employee is performing as required and expected in a satisfactory manner.
- Above Satisfactory:** Performance surpasses job requirements.
- Outstanding:** Consistently conspicuous, distinguished performance. Employee displays initiative and creativity. Employee has substantially enhanced departmental efficiency and/or effectiveness.

If an employee is eligible for a merit increase, check following: **Granted** **Deferred, reevaluate in** _____ **months**

If an employee is eligible for permanent status, check following: **Granted** **Denied** **Extended** _____ **months with the Employee's written permission. (Attached) (Probationary period may not be extended beyond one year.)**

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE: (If overall rating is Needs Improvement or Unsatisfactory, a written plan of action for improvement must be included in this section. Optional if Satisfactory or better).

see Attached

This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

RATER'S SIGNATURE *Kenneth D. Thorne* DATE *1-23-06*
 Print Name *Kenneth D. Thorne* TITLE *AC SUPV (CC)*

I have reviewed this report and discussed it with the rater. It represents an accurate appraisal of the employee's performance in accordance with Administrative Order. I concur in the recommendation, if any, as to merit raise and/or permanent status.

REVIEWER'S SIGNATURE *Joe Fernandez* DATE *1-23-06*
 Print Name *JOE FERNANDEZ* TITLE *SUPERINTENDENT*

I acknowledge that I received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing the evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

A permanent employee who has received an overall evaluation of "Unsatisfactory" or "Needs Improvement," must first request a review of the Performance Evaluation by the Department Director within ten (10) calendar days. If the decision of the Director is not acceptable to the employee, the employee may continue the appeal within ten (10) calendar days after receipt of the Director's decision by making a request in writing to the Personnel Division Director, of the Employee Relations Department.

I have read and understand the above appeal process.

EMPLOYEE COMMENTS:

EMPLOYEE'S SIGNATURE *Ken L. Thorne* DATE: *01/23/2006*
108.01-6A 2/02

DISTRIBUTION: White copy to employee — Green copy to Personnel — Yellow copy to departmental personnel office — Blue copy to reviewer.

EMPLOYEE PERFORMANCE EVALUATION

Annie Grimes

Period Covered
from: 01/03/2005 to 01/01/2006

SS# [REDACTED]

QUANTITY OF WORK:

ABOVE SATISFACTORY

A.G.

Ms. Grimes performs all tasks assigned in a professional manner. She is always willing to work on special projects when asked and expedites emergency requests in a timely manner. Annie works on various types of software and she is always trying new procedures to increase productivity in the utilities division.

QUALITY OF WORK:

ABOVE SATISFACTORY

A.G.

Ms. Grimes is creative in her view of quality work. She is able to logically and efficiently solve problems, regardless of the complexity or magnitude. Annie has worked successfully on our Work order system, performing key functions such as creating technically detailed work orders and efficiently completing these tasks very competently. Annie has also been able to create tables for various purposes utilized by the A/C shop, Plumbing shop and Electrical shop.

WORK HABITS

SATISFACTORY

A.G.

Ms. Grimes is usually on time and schedules her days off in advance. Annie complies with the Department's policies and shows good safety practices as well as encouraging others she works with to work safely. Annie effectively follows directives and manages her time wisely and whenever possible increasing productivity.

INTERPERSONAL SKILLS:

SATISFACTORY

A.G.

Annie contributes to maintaining good shop morale; she gets along well with her peers, lead workers and supervisor.

RATER'S OVERALL EVALUATION:

SATISFACTORY

A.G.

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE:

A.G.

Annie would benefit from training on Microsoft Excel, unfortunately at this time the Aviation Department is not offering these classes as they did in the past. As soon as training is offered Annie should be scheduled for these classes thus improving her value to the utilities division as well as the entire department.

EMPLOYEE MUST INITIAL EACH PARAGRAPH

Exhibit F

Exhibit G

PROGRAM: PAYB3510
 JOB/STEP: J353500/S353500C

MIAMI-DADE COUNTY

PAGE: 1189
 DATE: 11/19/2006
 TIME: 20:18

PERSONNEL CHANGE DOCUMENT COPY 1

REASON: MERIT STATUS LONGEVITY PERF RPT ONLY EFFECTIVE DATE
 X 01/01/2007

EMPLOYEE NAME GRIMES ANNIE L SOC SEC NUMBER DEPT DIV LOC
 063 14 018

DEPARTMENT NAME MIAMI-DADE AVIATION DEPARTMENT OCC CODE CLASSIFICATION TITLE
 5306 AROFSUPSP2

----- P A Y E X C E P T I O N S -----

CODE REASON CODE REASON
 4C PREMIUM PAY

FROM:	PAY STEP	BI-WK HOURS	BI-WK RATE	HOURLY RATE	PAY ANNIV	STATUS CODE	STATUS DATE
	02	80	986.16		01/02/2006	AA	01/02/2006
TO:	PAY STEP	BI-WK HOURS	BI-WK RATE	HOURLY RATE	PAY ANNIV	STATUS CODE	STATUS DATE
	03	80	1026.06		01/01/2007	AA	01/02/2006

APPOINTING AUTHORITY OFFICE OF MGMT. & BUDGET EMPLOYEE RELATIONS DEPT.

FILED
 JAN 18 2007

ADMINISTRATIVE SERVICES

BY: *[Signature]*

Exhibit H

Exhibit I

MIAMI-DADE COUNTY

EMPLOYEE PERFORMANCE EVALUATION

(INSTRUCTIONS ON BACK OF SECOND PAGE)

01/01/2007 12/30/2007

Name	GRIMES AIRPORT OFFICE SUPP SPEC 2 MERIT PERMANENT	ANNIE L	063-14-018	(INITIAL)	Period Covered
Class	MIAMI-DADE AVIATION DEPARTMENT MAINTENANCE WAREHOUSES	PRG: PP: 26	Date Ends		From <u> </u> / <u> </u> / <u> </u> To <u> </u> / <u> </u> / <u> </u>
Depa	TO PERSONNEL BY DEC 28 2007	DPG 12/16/2007			Social Security Number
					Unit

REASON FOR REVIEW

Merit Raise Status Change Annual Review Other Due Back to Personnel Section by _____

Raters: It is understood that the importance of each category will vary with job classification and department. Explain your rating in terms of performance in each category. Mark the appropriate box. Use additional sheets if necessary.

1. QUANTITY OF WORK. Includes amount of work performed.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding

Explain Why:

700 FEB 25 AM

2. QUALITY OF WORK: Includes accuracy, achievement of objectives; effectiveness, initiative and resourcefulness and neatness of work product.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding

Explain Why:

3. WORK HABITS: Includes attendance, observation of work hours, completion of work on schedule, compliance with rules, policies, and directives, safety practice and use of tools and equipment.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding

Explain Why:

LB2436

MAR 03 2008

4. INTERPERSONAL SKILLS: Includes participation and teamwork; contribution to unit morale; working cooperatively with the public, peers, and subordinates; and accepting advice and counseling from superiors.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding

Explain Why:

**ISABEL
AUDIT**

DR 2/20/08

RATER'S OVERALL EVALUATION — Only one rating factor to be checked.

- Unsatisfactory:** Performance is inadequate and must be corrected.
- Needs Improvement:** Performance does not fully meet job requirements as indicated below.
- Satisfactory:** Employee is performing as required and expected in a satisfactory manner.
- Above Satisfactory:** Performance surpasses job requirements.
- Outstanding:** Consistently conspicuous, distinguished performance. Employee displays initiative and creativity. Employee has substantially enhanced departmental efficiency and/or effectiveness.

If an employee is eligible for a merit increase, check following: **Granted** **Deferred, reevaluate in _____ months**

If an employee is eligible for permanent status, check following: **Granted** **Denied** **Extended _____ months with the Employee's written permission. (Attached) (Probationary period may not be extended beyond one year.)**

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE: (if overall rating is Needs Improvement or Unsatisfactory, a written plan of action for improvement must be included in this section. Optional if Satisfactory or better).

This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

RATER'S SIGNATURE [Signature] DATE 12.19.7
Print Name JOE FERNANDEZ TITLE SUPERVISOR

I have reviewed this report and discussed it with the rater. It represents an accurate appraisal of the employee's performance in accordance with Administrative Order. I concur in the recommendation, if any, as to merit raise and/or permanent status.

REVIEWER'S SIGNATURE [Signature] DATE 12/19/07
Print Name: MICHAEL L. JAFFE TITLE SUPERVISOR

I acknowledge that I received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing the evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

A permanent employee who has received an overall evaluation of "Unsatisfactory" or "Needs Improvement," must first request a review of the Performance Evaluation by the Department Director within ten (10) calendar days. If the decision of the Director is not acceptable to the employee, the employee may continue the appeal within ten (10) calendar days after receipt of the Director's decision by making a request in writing to the Personnel Division Director, of the Employee Relations Department.

I have read and understand the above appeal process.

EMPLOYEE COMMENTS:

11/26/07
[Handwritten notes and initials]

EMPLOYEE'S SIGNATURE [Signature] DATE: 01/07/2008

RECEIVED 20 PM 1:23

DISTRIBUTION: White copy to employee — Green copy to Personnel — Yellow copy to departmental personnel office — Blue copy to reviewer.

CR220108

INSTRUCTIONS

1. This form is to be typed.
2. This form is to be used for all classifications covered under bargaining units and not subject to the management or field/operational form.
3. The immediate supervisor (the rater) reviews the job description, the employee's performance of those duties, and the Personnel Records Summary Sheet prior to completing this form. Material in the Personnel Record Summary Sheet written during the period covered by the evaluation, should be appropriately mentioned in the report.
4. The rater considers each of the factors and rates the performance as Unsatisfactory, Needs Improvement, Satisfactory, Above Satisfactory and Outstanding. Unsatisfactory performance is defined as performance that must be corrected immediately or disciplinary action will be initiated. Performance that is classified as Needs Improvement is acceptable for retaining employment but is below the supervisor's standards of performance for the position. Satisfactory performance is performance that fulfills the supervisor's standards of performance for the position. When the level of performance is at a level above the standards for the position, the Above Satisfactory category should be marked. **SPECIFIC EXAMPLES OF PERFORMANCE OR INCIDENTS MUST BE GIVEN TO SUPPORT THE RATINGS.**
5. The rater evaluates overall performance and it should be consistent with the individual factor ratings. Rater should determine which aspects of the position are to be most significant for an overall rating. A rating of Unsatisfactory means that the employee must immediately improve performance to retain employment. The employee whose performance is sufficient to warrant continued employment but does not fully meet the standards of the supervisor should be evaluated as Needs Improvement. The rater will defer a merit raise for an "Unsatisfactory" employee for 3-6 months and 1-6 months for an employee who is evaluated as "Needs Improvement." To receive a merit raise and/or permanent status an employee must be rated Satisfactory or above. The employee who performs at a level greater than the standards for the position must be rated Above Satisfactory or Outstanding.
6. If an employee is eligible for a merit raise or permanent status, the rater determines whether it is to be granted. If a merit raise is deferred, the rater states when the next evaluation will be conducted. A merit raise may not be granted if probational status is extended. There will be no extension of probationary period for any employee whose classification is covered under the bargaining unit of AFSCME, Local 1363. **IF AN EMPLOYEE'S PERIOD COVERED DATE ELAPSES WITH NO ACTION TAKEN, PERMANENT STATUS IS GRANTED AUTOMATICALLY.**
7. The rater recommends in what ways the employee can or must improve performance. If an employee has received a rating of Unsatisfactory or Needs Improvement, a written plan of action for improvement must be included in this section.
8. The rater confers with the reviewer. If the rating is accurate and the standards used to judge the level of performance are consistent, the reviewer must sign and date the evaluation first. **NO UNILATERAL CHANGES WILL BE MADE BY THE RATER.** If the rater and reviewer cannot agree, then the Department Director or Division Director must be consulted for a final decision.
9. After the reviewer signs and dates the evaluation, the rater then prepares for a conference with the employee to discuss meeting or performance standards. The department personnel officer or administrative officer should check the evaluation for compliance with rules and procedures prior to the employee conference.
10. The signed/ completed form is discussed with the employee who may add his/her comments and signs the form. If the employee refuses to sign, a third party must sign and date it as a witness acknowledging that the employee saw the evaluation. Employee's refusal to sign does not stop completion of the evaluation process. If an employee disagrees with the rater's evaluation, the employee must write comments at the line or indicate on the form that comments are forthcoming.
11. If an employee receives an overall rating of Needs Improvement or Unsatisfactory and has permanent status in the position, the employee who completes the evaluation notifies the employee that he/she is eligible for an Appeal Hearing. First a request for review of the evaluation must be made to the Department Director within 10 calendar days. If the employee is dissatisfied with the Department Director's decision, a request for an Appeal Hearing must be submitted to the Personnel Division Director, within 10 calendar days.
12. If an employee receives an overall rating of Needs Improvement or Unsatisfactory and is not eligible for an Appeal Hearing, a copy of the evaluation must accompany the request for permanent status. An Article of Personnel Action must accompany the request for permanent status and be filed to the Administrative Services Division.
13. The employee, the Personnel Division, the department file, and the reviewer, should receive copies of the completed form.

EMPLOYEE PERFORMANCE EVALUATION

Annie Grimes

SS# [REDACTED]

from 01/01/2007 to 12/30/2007

QUANTITY OF WORK:

ABOVE SATISFACTORY

A.G.

Annie has performed well in this category during this evaluation period. As part of Annie's accomplishments has been timely data input of daily work orders; both closing and generating work orders, generating Honeywell requests, and parts requests. Annie works well with her supervisor and lead worker and is always available to become involved in new projects. Annie has assisted this rater with maintaining P-1 work orders and p-2 work orders to acceptable standards.

QUALITY OF WORK:

ABOVE SATISFACTORY

A.G.

Annie is cognizant of what is expected of her; she is very responsible in completing her daily assignments regardless of their magnitude. During this evaluation period Annie has strived in producing good quality work and has assured to follow directions on follow ups on documents or generated work orders. Annie is quick to point out ways she may deem important or that may improve efficiency. Annie is always willing to accept additional work. This rater is pleased with Annie's performance during this evaluation period.

WORK HABITS

ABOVE SATISFACTORY

A.G.

Annie is usually on time; she follows departmental policies when scheduling her time off. Ms Grimes employs a good safety conscience and follows departmental policies adequately in this category. Annie effectively manages her time, is self motivated and a reliable employee requiring very little supervision. During this evaluation Annie has shown initiative and a willingness to complete work assigned to her.

INTERPERSONAL SKILLS:

SATISFACTORY

A.G.

Annie has developed a good rapport with her lead worker and supervisor; she gets along well with her peers and contributes to good shop morale.

RATER'S OVERALL EVALUATION:

ABOVE SATISFACTORY

A.G.

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE:

Annie would benefit from becoming proficient in Microsoft Excel and Microsoft Power point. Proficiency in this software will increase Annie's value to the Maintenance Department.

A.G.

EMPLOYEE MUST INITIAL EACH PARAGRAPH

PROCESSED

FEB 21 2008

ADMINISTRATIVE
SERVICES

BY: _____

Exhibit J

PROGRAM: PAY83510
 JOB/STEP: J353500/S353500C

MIAMI-DADE COUNTY

PAGE: 1325
 DATE: 11/18/2007
 TIME: 19:46

PERSONNEL CHANGE DOCUMENT COPY 1

REASON: MERIT STATUS LONGEVITY PERF RPT ONLY EFFECTIVE DATE
 X 12/31/2007

EMPLOYEE NAME GRIMES ANNIE L SOC SEC NUMBER DEPT DIV LOC
 063 14 018

DEPARTMENT NAME MIAMI-DADE AVIATION DEPARTMENT OCC CODE CLASSIFICATION TITLE
 5306 AROFSUPSP2

----- P A Y E X C E P T I O N S -----

CODE REASON CODE REASON
 4C PREMIUM PAY

FROM: PAY	BI-WK	BI-WK	HOURLY	PAY	STATUS	STATUS
STEP	HOURS	RATE	RATE	ANNIV	CODE	DATE
03	80	1055.34		01/01/2007	AA	01/02/2006
TO: PAY	BI-WK	BI-WK	HOURLY	PAY	STATUS	STATUS
STEP	HOURS	RATE	RATE	ANNIV	CODE	DATE
04	80	1093.19		12/31/2007	AA	01/02/2006

RECEIVED
 DEC 04 2007
 ADMINISTRATIVE SERVICES

APPOINTING AUTHORITY OFFICE OF MGMT. & BUDGET EMPLOYEE RELATIONS DEPT.

FILED
 DEC 05 2007
 ADMINISTRATIVE SERVICES
 BY: *[Signature]*

Exhibit K

M I A M I D A D E C O U N T Y
P E R S O N N E L C H A N G E D O C U M E N T C O P Y 1

REASON: 4% WAGE ADJUSTMENT EFFECTIVE DATE 06/30/2008

EMPLOYEE NAME GRIMES ANNIE L SOC SEC NUMBER ██████████ DEPT DIV LOC 063 14 018 BADGE-NBR

DEPARTMENT NAME MIAMI-DADE AVIATION DEPARTMENT OCC CODE 005306 CLASSIFICATION TITLE AROFSUPSP2

DATE HIRED	PAY STEP	BI-WEEKLY HOURS	BI-WEEKLY RATE	HOURLY RATE	BASE	BI-WEEKLY RATE	BASE HOURLY RATE
05/21/2001	04	80	1134.92			1084.92	

----- P A Y E X C E P T I O N S -----
 CODE ***** REASON ***** CODE ***** REASON *****
 4C PREMIUM PAY

EMPL. STATUS	STATUS DATE	SHIFT	BUDGET STATUS	ANNIV. DATE	INDEX CODE	BARG. UNIT	ENTITY	SUB-ENTITY
AA	01/02/2006		1	12/31/2007	725671	G	04	01

STREET ADDRESS 12200 NE 6 AVE #209 CITY NORTH MIAMI STATE FL ZIP CODE 33161

SEX	RACE	SHIP	CITZ. EDUC. LEVEL	DATE OF BIRTH	MARITAL STATUS	TAX EXEMPT	WITHOLDING CODE/AMOUNT	EXEMPT FICA	RETIREMENT CODE/ PCT
F	B	A	12	07/22/1949	S	00	0	0	21 9.85

THIS PCD REFLECTS YOUR CURRENT PERSONNEL PAYROLL RECORD.
 PLEASE CONTACT YOUR DEPARTMENT PERSONNEL OFFICER FOR CORRECTIONS
 OR INQUIRIES

SEQ #: 000019441

Exhibit L

**MIAMI-DADE COUNTY
EMPLOYEE PERFORMANCE EVALUATION**

(INSTRUCTIONS ON BACK OF SECOND PAGE)

00138677 GRIMES AIRPORT OFFICE SUPP SPEC 2 MERIT PERMANENT	12/31/2007 12/28/2008 ANNIE L 063-14-018	(INITIAL)	Period Covered From <u>Mo</u> <u>Day</u> <u>Yr</u> To <u>Mo</u> <u>Da</u> <u>Yr</u>
MIAMI-DADE AVIATION DEPARTMENT MAINTENANCE WAREHUSES	PROB PP: 26	Prob. Date Ends	Social Security Number
TO PERSONNEL BY <u>FEB - 6 2009</u>		Unit	
DPO 12/14/2008			

REASON FOR REVIEW

Merit Raise Status Change Annual Review Other Due Back to Personnel Section by _____

Raters: It is understood that the importance of each category will vary with job classification and department. Explain your rating in terms of performance in each category. Mark the appropriate box. Use additional sheets if necessary.

1. QUANTITY OF WORK: Includes amount of work performed.

RATING: Unsatisfactory Needs Improvement Satisfactory **RECEIVED** Outstanding
Explain Why:

FEB 04 2009

OFF FACILITIES MAINTENANCE
REGISTRATION & MANAGEMENT SERVICES

2. QUALITY OF WORK: Includes accuracy, achievement of objectives, effectiveness, initiative and resourcefulness and, neatness of work product.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding
Explain Why:

ELL
FEB 11 2008

3. WORK HABITS: Includes attendance, observation of work hours, completion of work on schedule, compliance with rules, policies, and directives, safety practice and use of tools and equipment.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding
Explain Why:

WRIGHT'S
AUDIT

4. INTERPERSONAL SKILLS: Includes participation and teamwork; contribution to unit morale; working cooperatively with the public, peers, and subordinates; and accepting advice and counseling from superiors.

RATING: Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Outstanding
Explain Why:

RECEIVED
FEB 06 2009

AdmServices

02/24/09

158677

RATER'S OVERALL EVALUATION — Only one rating factor to be checked.

- Unsatisfactory:** Performance is inadequate and must be corrected.
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- Above Satisfactory:** Performance surpasses job requirements.
- Outstanding:** Consistently conspicuous, distinguished performance. Employee displays initiative and creativity. Employee has substantially enhanced departmental efficiency and/or effectiveness.

If an employee is eligible for a merit increase, check following: **Granted** **Deferred** (re-evaluate in _____ months)

If an employee is eligible for permanent status, check following: **Granted** **Denied** **Extended** _____ months with the Employee's written permission. (Attached) (Probationary period may not be extended beyond one year.)

WAYS THE EMPLOYEE CAN OR MOST IMPROVE PERFORMANCE: (If overall rating is Needs Improvement or Unsatisfactory, a written plan of action for improvement must be included in this section. Optional if Satisfactory or better.)

WRIGHTS
AUDIT

This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

RATER'S SIGNATURE: *[Signature]* DATE: 1/20/09
Print Name: JOE FERRANDEZ TITLE: SUPERVISOR

I have reviewed this report and discussed it with the rater. It represents an accurate appraisal of the employee's performance in accordance with Administrative Order. I concur in the recommendation, if any, as to merit raise and/or permanent status.

REVIEWER'S SIGNATURE: *[Signature]* DATE: 1/20/09
Print Name: W. [Signature] TITLE: SUPERVISOR

I acknowledge that I received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing this evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

A permanent employee who has received an overall evaluation of "Unsatisfactory" or "Needs Improvement" must first request a review of the Performance Evaluation by the Department Director within ten (10) calendar days. If the decision of the Director is not acceptable to the employee, the employee may continue the appeal within ten (10) calendar days after receipt of the Director's decision by making a request in writing to the Personnel Division Director, of the Employee Relations Department.

I have read and understand the above appeal process.

EMPLOYEE COMMENTS:

EMPLOYEE'S SIGNATURE: *[Signature]* DATE: 01/20/2009

DISTRIBUTION: White copy to employee — Green copy to Personnel — Yellow copy to departmental personnel office — Blue copy to reviewer.

INSTRUCTIONS

1. This form is to be typed
2. This form is to be used for all classifications covered under bargaining units and not subject to the management or field/operational form.
3. The immediate supervisor or (the rater) reviews the job description, the employee's performance of those duties, and the Personnel Records Summary Sheet prior to completing this form. Material in the Personnel Record Summary Sheet written during the period covered by the evaluation should be appropriately mentioned in the report.
4. The rater considers each of the factors and rates the performance as Unsatisfactory, Needs Improvement, Satisfactory, Above Satisfactory and Outstanding. Unsatisfactory performance is defined as performance that must be corrected immediately or disciplinary action will be initiated. Performance that is classified as Needs Improvement is acceptable for retaining employment but is below the supervisor's standards of performance for the position. Satisfactory performance is performance that fulfills the supervisor's standards of performance for the position. When the level of performance is at a level above the standards for the position, the Above Satisfactory category should be marked. **SPECIFIC EXAMPLES OF PERFORMANCE OR INCIDENTS MUST BE GIVEN TO SUPPORT THE RATINGS.**
5. The rater evaluates overall performance and it should be consistent with the individual factor ratings. Rater should determine what aspects of the position are to be most significant for an overall rating. A rating of Unsatisfactory means that the employee must immediately improve performance to retain employment. The employee whose performance is sufficient to warrant continued employment but does not fully meet the standards of the supervisor should be evaluated as Needs Improvement. The rater will defer a merit raise for an "Unsatisfactory" employee for 3-6 months and 1-6 months for an employee who is evaluated as "Needs Improvement." To receive a merit raise and/or permanent status an employee must be rated Satisfactory or above. The employee who performs at a level greater than the standards for the position is to be rated Above Satisfactory or Outstanding.
6. If an employee is eligible for a merit raise or permanent status, the rater determines whether it is to be granted. If a merit raise is deferred, the rater states when the next evaluation will be conducted. A merit raise may not be granted if probational status is extended. There will be no extension of probationary period for any employee whose classification is covered under the bargaining unit of AFSCME, Local 1369. **IF AN EMPLOYEE'S PERIOD COVERED DATE ELAPSES WITH NO ACTION TAKEN, PERMANENT STATUS IS GRANTED AUTOMATICALLY.**
7. The rater recommends in what ways the employee can or must improve performance. If an employee has received a rating of Unsatisfactory or Needs Improvement, a written plan of action for improvement must be included in this section.
8. The rater confers with the reviewer. If the rating is accurate and the standards used to judge the level of performance are consistent, the reviewer must sign and date the evaluation first. **NO UNILATERAL CHANGES WILL BE MADE BY THE REVIEWER.** If the rater and reviewer cannot agree, then the Department Director or Division Director must be consulted for a final decision.
9. After the reviewer signs and dates the evaluation, the rater then prepares for a conference with the employee to discuss the rating and performance standards. The department personnel officer or administrative officer should check the evaluation for compliance with rules and procedures prior to the employee conference.
10. The signed completed form is discussed with the employee who may add his/her comments and signs the form. If the employee refuses to sign, a third party must sign and date it as a witness acknowledging that the employee saw the evaluation. Employee's refusal to sign does not stop completion of the evaluation process. If an employee disagrees with any or all of the evaluation he/she must write comments at the time or indicate on the form that comments are forthcoming.
11. If an employee receives an overall rating of Needs Improvement or Unsatisfactory and has permanent status in the classification in which the evaluation occurs then he/she is eligible for an Appeal Hearing. First a request for review of the evaluation should be made to the Department Director within 10 calendar days. If the employee is dissatisfied with the Director's response, to be done within 10 calendar days, then a request for an Appeal Hearing must be submitted in writing to the County Personnel Division Director, within 10 calendar days.
12. If an employee is granted a merit raise and/or permanent status, an Advice of Personnel Action must accompany the evaluation and be forwarded to the Administrative Services Division.
13. The employee, the Personnel Division, the departmental file, and the reviewer should receive copies of the completed form.

EMPLOYEE PERFORMANCE EVALUATION

Annie Grimes

From 12/31/2007 to 12/28/2008

SS# 

QUANTITY OF WORK:

ABOVE SATISFACTORY

AG

Annie has performed well in this category; she has maintained a positive outlook and diligence closing priority 1 and 2 work orders during the course of this evaluation period. Annie has been a vital asset to this rater minimizing surplus, unfinished or lost work orders.

When required, Annie has taken additional responsibilities, such as training other staff members or air port personnel complete mandated diversity Training. This rater is satisfied with Annie's performance.

QUALITY OF WORK:

ABOVE SATISFACTORY

AG

Annie is cognizant of what is expected of her; she is very responsible in completing her daily assignments regardless of their magnitude. During this evaluation period Annie has been very active with customer service.

Annie is quick to point out ways she feels may improve efficiency. Annie has played a major role in this rater's perception to optimize customer service, including the function of placing follow-up calls to ensure efficient customer service.

WORK HABITS

SATISFACTORY

AG

Annie is usually on time; she follows departmental policies and procedures as well as schedules her time off appropriately. Ms Grimes employs a good safety conscience and adheres to departmental policies. Annie effectively manages her time, is self motivated and a reliable employee.

INTERPERSONAL SKILLS:

SATISFACTORY

AG

Annie has developed a good rapport with her lead worker and supervisor; she has maintained a professional relationship with her peers.

RATER'S OVERALL EVALUATION:

ABOVE SATISFACTORY

AG

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE:

AG

Annie would benefit from becoming proficient in Microsoft Excel and Microsoft Power point. Proficiency in this software will increase Annie's value to the Maintenance Department. I would like to see Annie continue her quest taking county sponsored online courses.

EMPLOYEE MUST INITIAL EACH PARAGRAPH

Exhibit M

PROGRAM: PAYB3510
JOB/STEP: J353500/S353500C

MIAMI-DADE COUNTY

#138677

PAGE: 336
DATE: 11/18/2008
TIME: 20:43

PERSONNEL CHANGE DOCUMENT COPY 3

REASON: MERIT STATUS LONGEVITY PERF RPT ONLY EFFECTIVE DATE
X 12/29/2008

EMPLOYEE NAME GRINES ANNIE L SOC SEC NUMBER DEPT DIV LOC
063 14 018

DEPARTMENT NAME MIAMI-DADE AVIATION DEPARTMENT OCC CODE CLASSIFICATION TITLE
5306 AROFSUPSP2

----- P A Y E X C E P T I O N S -----

CODE REASON CODE REASON
4C PREMIUM PAY

FROM: PAY STEP	BI-WK HOURS	BI-WK RATE	HOURLY RATE	PAY ANNIV	STATUS CODE	STATUS DATE
04	80	1134.92		12/31/2007	AA	01/02/2006
TO: PAY STEP	BI-WK HOURS	BI-WK RATE	HOURLY RATE	PAY ANNIV	STATUS CODE	STATUS DATE
05	80	1174.33		12/29/2008	AA	01/02/2006

WRIGHTS
AUDIT

ELL
FEB 11 2008

APPOINTING AUTHORITY OFFICE OF NGMT. & BUDGET EMPLOYEE RELATIONS DEPT.

CLG #94-58
C204 #7-88
pd 1/27/09

Exhibit N

PROGRAM: PAYB3510
JOB/STEP: J353500/S353500C

MIAMI-DADE COUNTY

PAGE: 293
DATE: 11/17/2009
TIME: 20:36

AA

PERSONNEL CHANGE DOCUMENT

COPY 3

REASON: MERIT STATUS LONGEVITY PERF RPT ONLY
X

EFFECTIVE DATE
12/28/2009

S

EMPLOYEE NAME
GRIMES ANNIE

SOC SEC NUMBER
L [REDACTED]

DEPT DIV LOC
063 14 018

DEPARTMENT NAME
AVIATION

OCC CODE CLASSIFICATION TITLE
5306 AROFSUPSP2

----- P A Y E X C E P T I O N S -----

CODE	REASON	CODE	REASON
4C	PREMIUM PAY		

FROM: PAY STEP	BI-WK HOURS	BI-WK RATE	HOURLY RATE	PAY ANNIV	STATUS CODE	STATUS DATE
05	80	1174.33		12/29/2008	AA	01/02/2006
TO: PAY STEP	BI-WK HOURS	BI-WK RATE	HOURLY RATE	PAY ANNIV	STATUS CODE	STATUS DATE
06	80	1220.26		12/28/2009	AA	01/02/2006

ELL

FEB 05 2010

APPOINTING AUTHORITY OFFICE OF MGHT. & BUDGET EMPLOYEE RELATIONS DEPT.

C19 \$67.17
C24 \$9.19
2/2/10

GOODLY
AUDIT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 10-23996 Civ-COOKE

ANNIE GRIMES,

Plaintiff,

v.

MIAMI-DADE COUNTY,

Defendant. /

DEFENDANT'S NOTICE OF FILING
AFFIDAVIT OF ELIEL FLORES

Defendant, Miami-Dade County, files the attached Affidavit of Eliel Flores in support of its motion for summary judgment.

Respectfully submitted,

R. A. CUEVAS, JR.
Miami-Dade County Attorney
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

By: s/ Eric Rodriguez
Eric Rodriguez, Assistant County Attorney
Florida Bar No. 970875
Phone: (305) 375-5151
Fax: (305) 375-5634

CASE NO. 10-23996 Civ-COOKE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via transmission of Notices of Electronic Filing generated by CM/ECF/via Regular U.S. Mail on March 29, 2012 on all counsel or parties of record on the Service List below.

s/Eric Rodriguez

Assistant County Attorney

SERVICE LIST

Amie L. Grimes
12200 N.E. 6th Avenue, Suite 209
N. Miami, FL 33161
Plaintiff

Served via Regular U.S. Mail

Eric Rodriguez
Assistant County Attorney
E-Mail: car2@miami-dade.gov
Miami-Dade County Attorney's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Tel: (305) 375-5151
Fax: (305) 375-5634
Attorney for Defendant
No Service Made

AFFIDAVIT OF ELIEL FLORES

STATE OF FLORIDA

SS:

COUNTY OF MIAMI-DADE

1. BEFORE ME, the undersigned authority, on this day personally appeared Eliel Flores, who, being first duly sworn, deposes and says as follows:

2. My name is Eliel Flores and I am over the age of eighteen.

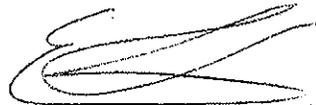
3. I have personal knowledge of the facts contained within this affidavit.

4. I am employed by Miami-Dade County ("the County") in the County's Human Resources Department as the HR Records Supervisor. I am responsible for maintaining the County's official personnel records for its employees.

5. This is to certify that attached hereto as Exhibit 1 is a true and correct copy of an official County personnel record for Annie Grimes titled Personnel Change Document (PCD) indicating that Annie Grimes had an original date of hire effective May 21, 2001 as an Office Support Specialist 2 with Miami Dade County Housing Agency. This record is customarily maintained in the regular course of official government business and maintained in Annie Grimes' official personnel file.

6. This is to certify that attached hereto as Exhibit 2 is a true and correct copy of an official County personnel record for Annie Grimes titled Personnel Change Document (PCD) indicating that the code for the termination of Annie Grimes was changed in 2004 from Incompetency (DA) to Voluntary Resignation (BA) effective May 3, 2002. This record is customarily maintained in the regular course of official government business and maintained in Annie Grimes' official personnel file.

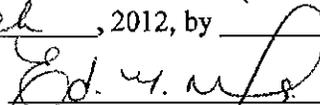
Further affiant sayeth naught.



Eliel Flores

Sworn to (or affirmed) and subscribed before me this 29 day of March, 2012, by _____

(sign)



(print)

EDWIN G. MORALES
NOTARY PUBLIC,

State of Florida at large

NOTARY PUBLIC - STATE OF FLORIDA
 EDWIN G. MORALES
Commission # DD 816138
Expires: Sept. 13, 2012
BONDED THRU NATIONAL NOTARY ASSN.

My commission expires:

Personally known OR Produced identification

Type of identification produced: _____

EXHIBIT 1



REVISED IN ACCORDANCE WITH ORD. 97-21F

PERSONNEL CHANGE DOCUMENT
Employee Relations Department

SOCIAL SECURITY [REDACTED] EFFECTIVE DATE 05 21 01
NAME GRIMES ANNIE L
Last First Initial

1) **A ORIGINAL APPOINTMENT** B RE-EMPLOYMENT R RETIRED RE-EMPLOYED

Dept. 080 Div. 04 Loc. 01 Employee Status Code AE
Classification 0532 Occupational Code 0021
Complete only if other than step 01 &/or 080 hours. Step BI-Wkly Hrs.
Complete only if Pay Step is 99: Bi-Wkly Rate \$ MTA Hry \$
Will position last for more than 6 months? Yes No Enrolled in Retirement? Yes No
Pay Exceptions Codes
Req. # Eligible List# Index Code Entity Sub Entity Uniform Allow.
0800102 386508 0105 0102 Yes **No**

2) C TRANSFER D STATUS E REALLOCATION G RATE CHANGE J PROMOTION O OTHER N DEMOTION

FROM: Dept. Div. Loc. Released by:
TO: Dept. Div. Loc. Employee Status Code
Classification Occupational Code
Complete only if Pay Step is 99: Bi-Wkly Rate \$
Pay Exceptions Codes
Req. # Eligible List# Index Code Entity Sub Entity Uniform Allow.
No

3) F SEPARATION H RESTORATION I PERSONAL M LEAVE OF ABSENCE O OTHER Reason Code
FROM: TO: No. of Days

4) Remarks: *New hire. Past time placement*

5) Authorization *5/18/01*
Dept. Appointing Authority Office of Mgmt. & Budget Employee Relations Dept.
MAY 24 2001

DO NOT WRITE BELOW THIS LINE

Step	Bi-Wkly \$	Status Date	Bud St	Medical Code	Sex	Race	Citizenship	DOB	Educ
01	728.82	5-28-01	3	5/11/01	F	B	A	7-22-49	12
Anniv	Marital	Tax Ex	With Code	With Amt	Ex FICA	Ret Code	Ret Amt	Retro Adj	PF Date
5-28-01	S					21	9.15	401K	5/27/01

EXHIBIT 2

---REVISED IN ACCORDANCE WITH ORD. 97-216---



PERSONNEL CHANGE DOCUMENT
Employee Relations Department

SOCIAL SECURITY [REDACTED] [REDACTED] [REDACTED] EFFECTIVE DATE 05 03 02
 NAME GRIMES ANNIE L
Last First Initial

1) A ORIGINAL APPOINTMENT RE-EMPLOYMENT R RETIRED RE-EMPLOYED

Dept. [] [] [] Div. [] [] Loc. [] [] Employee Status Code [] [] []

Classification [] [] [] Occupational Code [] [] []

Complete only if other than step 01 &/or 080 hours. Step [] [] Bi-Wkly Hrs. [] [] []

Complete only if Pay Step is 99: BI-Wkly Rate \$ [] [] [] [] [] [] MTA Hrly \$ [] [] [] [] [] []

Will position last for more than 6 months? Yes No Enrolled in Retirement? Yes No

Pay Exceptions Codes (Attach supporting documents when required)
 Req. # Eligible List# Index Code Entity Sub Entity Uniform Allow. Yes No

2) C TRANSFER D STATUS E REALLOCATION G RATE CHANGE J PROMOTION O OTHER N DEMOTION

FROM: Dept. [] [] [] Div. [] [] Loc. [] [] Released by: [] [] []

TO: Dept. 080 Div. 04 Loc. 01 Employee Status Code DA

Classification [] [] [] Occupational Code 0021

Complete only if Pay Step is 99: BI-Wkly Rate \$ [] [] [] [] [] []

Pay Exceptions Codes (Attach supporting documents when required)
 Req. # Eligible List# Index Code Entity Sub Entity Uniform Allow. Yes No

3) F SEPARATION H RESTORATION I PERSONAL M LEAVE OF ABSENCE O OTHER Reason Code BA

FROM: [] [] [] [] [] [] TO: [] [] [] [] [] [] No. of Days [] [] []

4) Remarks: To change termination code to resignation

5) Authorization [Signature] SEP 27 2004
 Dept. Appointing Authority Office of Mgmt. & Budget Employee Relations Dept.

DO NOT WRITE BELOW THIS LINE

Step	BI-Wkly \$	Status Date	Bud St	Medical Date	Sex	Race	Citizenship	DOB	Educ
Anniv	Marital	Tax Ex	With Code	With Amt	Ex FICA	Ret Code	Ret Amt	Retro Adj	PP Date

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 10-23996 Civ-COOKE

ANNIE GRIMES,

Plaintiff,

v.

MIAMI-DADE COUNTY,

Defendant. /

DEFENDANT'S NOTICE OF FILING
AFFIDAVIT OF WILLIAM X. CANDELA

Defendant, Miami-Dade County, files the attached Affidavit of William X. Candela in support of its motion for summary judgment.

Respectfully submitted,

R. A. CUEVAS, JR.
Miami-Dade County Attorney
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

By: s/ Eric Rodriguez
Eric Rodriguez, Assistant County Attorney
Florida Bar No. 970875
Phone: (305) 375-5151
Fax: (305) 375-5634

CASE NO. 10-23996 Civ-COOKE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via transmission of Notices of Electronic Filing generated by CM/ECF/via Regular U.S. Mail on March 29, 2012 on all counsel or parties of record on the Service List below.

s/Eric Rodriguez
Assistant County Attorney

SERVICE LIST

Annie L. Grimes
12200 N.E. 6th Avenue, Suite 209
N. Miami, FL 33161
Plaintiff
Served via Regular U.S. Mail

Eric Rodriguez
Assistant County Attorney
E-Mail: ear2@miami-dade.gov
Miami-Dade County Attorney's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Tel: (305) 375-5151
Fax: (305) 375-5634
Attorney for Defendant
No Service Made

AFFIDAVIT OF WILLIAM X. CANDELA

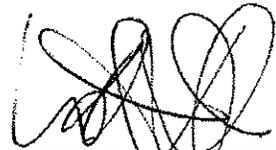
BEFORE ME, the undersigned authority, personally appeared William X. Candela, who after first being duly sworn, deposes and states:

1. I am currently employed by Miami-Dade County as an Assistant County Attorney and have been so employed since October 1988.

2. I represented Miami-Dade County in the charge filed by Annie Grimes with the Equal Employment Opportunity Commission, Charge No. 150-2003-03910 against the Housing Agency.

3. Attached as Exhibit A is true and correct copy of the Negotiated Settlement Agreement that I received from the EEOC resolving Annie Grimes EEOC Charge No. 150-2003-03910.

FURTHER AFFIANT SAYETH NOT.

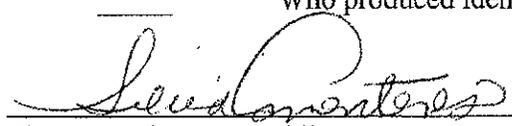


WILLIAM X. CANDELA

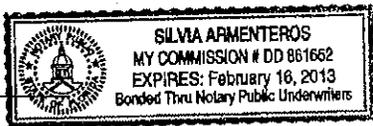
STATE OF FLORIDA)
)
COUNTY OF DADE)

SWORN TO AND SUBSCRIBED before me at Miami, Dade County, Florida on this 27th day of March, 2012 by William X. Candela.

Who is personally known to me
 Who produced identification: _____
Type of Identification



Signature of Notary Public
State of Florida at Large



Print name of notary public

My commission expires:



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office

One Biscayne Tower
2 South Biscayne Blvd. Suite 2700
Miami, FL 33131
(305) 536-4491
TTY (305) 536-5721
FAX (305) 536-4011

August 25, 2004

Miami-Dade County,
County Attorney
Mr. William Candela, Assistant County Atty.
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

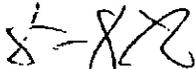
Re: Grimes vs. Miami Dade Housing Agency
EEOC Charge No: 150 2003.03910

Dear Mr. Candela:

Please find enclosed a fully executed copy of the Negotiated Settlement Agreement in reference to the above named charge .

We would like to express our sincere appreciation for your efforts to resolve this matter.

Sincerely,


Donn Bernick,
Investigator

SEP 7 2004
MIA
DNE
ERD
② send to
m. Wadfeiter
HWD

EXHIBIT
A



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office

One Biscayne Tower
2 South Biscayne Blvd, Suite 2700
Miami, FL 33131
(305) 536-4491
TTY (305) 536-5721
FAX (305) 536-4011

RECEIVED
AUG 14 2004

[Handwritten signature]

NEGOTIATED SETTLEMENT AGREEMENT

1. The following agreement refers to Charge No: 150-2003-03910 on file with the Equal Employment Opportunity Commission (EEOC) under Title VII of the Civil Rights Act of 1964, as amended.
2. In exchange for satisfactory fulfillment by Respondent of the promises contained in paragraph (3) of this Agreement, the Charging Party agrees not to institute a lawsuit with respect to the above referenced charge.
3. In exchange for the promises of Annis Grimes (Charging Party) contained in paragraph (2) of this Agreement, Miami Dade Housing Agency (Respondent) agrees to:
 - A) Expunge all off the negative references from the personnel records of the Charging Party. This also refers to entries contained within the Respondent's computer data base.
 - B) Assist and Guide the Charging Party in applying for other positions. The Respondent will make available a contact person to assist the Charging Party. Ms. Lillian Fernandez, a Representative of the Miami-Dade County Employee Relations Department, or successors, will assist the Charging Party.
4. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964.
5. The Respondent agrees to provide written notice to the Director of the Miami District Office within 10 days of satisfying each obligation specified at paragraph (3) of this Agreement.
6. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

page two
charge no. 150-2003-03910

[Handwritten Signature]
Respondent

Aug 23 04
Date

[Handwritten Signature]
Charging Party

08/17/2004
Date

7. In reliance on the promises made in paragraphs (2) and (3), (5) and (6) EEOC agrees to terminate the investigation which it has begun and not to use the above referenced charge as the jurisdictional basis for a civil action under Title VII of the Civil Rights Act. EEOC does not waive or in any manner limit its right to process or seek relief in any other charge or investigation including but not limited to, a charge filed by a member of the Commission against the Respondent.

On behalf of the Commission:

Date

[Handwritten Signature]
for Federico Costales
District Director

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 10-23996 Civ-COOKE

ANNIE GRIMES,

Plaintiff,

v.

MIAMI-DADE COUNTY,

Defendant. /

**DEFENDANT'S NOTICE OF FILING
DECLARATION OF MELVIN PAYNE**

Defendant, Miami-Dade County, files the attached Declaration of Melvin Payne in support of its motion for summary judgment.

Respectfully submitted,

R. A. CUEVAS, JR.
Miami-Dade County Attorney
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

By: s/ Eric Rodriguez
Eric Rodriguez, Assistant County Attorney
Florida Bar No. 970875
Phone: (305) 375-5151
Fax: (305) 375-5634

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via transmission of Notices of Electronic Filing generated by CM/ECF/via Regular U.S. Mail on March 29, 2012 on all counsel or parties of record on the Service List below.

s/Eric Rodriguez

Assistant County Attorney

SERVICE LIST

Annie L. Grimes
12200 N.E. 6th Avenue, Suite 209
N. Miami, FL 33161
Plaintiff
Served via Regular U.S. Mail

Eric Rodriguez
Assistant County Attorney
E-Mail: ear2@miami-dade.gov
Miami-Dade County Attorney's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Tel: (305) 375-5151
Fax: (305) 375-5634
Attorney for Defendant
No Service Made

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division

CASE NO. 10-23996 CIV-COOKE

ANNIE GRIMES,

Plaintiff,

v.

MIAMI-DADE COUNTY,

Defendant.

DECLARATION OF MELVIN PAYNE

1. My name is Melvin Payne, Jr. and I am over the age of eighteen.
2. I have personal knowledge of the facts contained within this affidavit.
3. I am employed by Miami-Dade County ("the County") in the County's Aviation Department. The Aviation Department operates Miami International Airport and other aviation facilities within Miami-Dade County.
4. At the Aviation Department, I am the Division Director for the Aviation Department's Facilities Management Division and have had the responsibilities associated with this position for at least the last ten years.
5. Annie Grimes was hired as an Airport Office Support Specialist 2 in late December 2004 to work in the Facilities Management Division of which I am the Director.
6. Annie Grimes was not demoted at any time during her employment with the Aviation Department. During 2007, 2008, and 2009, Annie Grimes was in the same

classification of Airport Office Support Services 2. During that time the Aviation Department did not reduce her pay.

7. As an Airport Office Support Specialist 2 working in the Division that I managed, Annie Grimes had various clerical duties including closing out work orders for maintenance work. One of Annie Grimes' multiple job tasks as an Office Support Specialist 2 was to track the procurement of parts and to monitor and enter requisitions on the Enterprise Resource Planning (ERP) system.

8. In and around the first few months of 2008, I made the decision to remove this ERP requisition assignment from Annie Grimes' responsibilities because I had received numerous complaints from Aviation Department employees that Annie Grimes was improperly creating requisitions, which created a backlog in procuring parts and hindered the operations of the Utilities section.

9. My decision in the first few months of 2008 to relieve Annie Grimes from working on requisitions in the ERP system did not in any way reduce Grimes' pay, salary or benefits. My decision did not change Annie Grimes' work location. There was no significant negative effect on Annie Grimes' classification, status or position as a result of my decision. My decision was not a demotion.

10. At the time I made the decision in 2008 to remove the ERP requisition assignment from the tasks that Annie Grimes was performing, I was not aware that Annie Grimes had filed an EEOC charge.

11. I have not been an employee of the County's Housing Agency nor did I work with Annie Grimes in the County's Housing Agency.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 29th day of March, 2012.


MELVIN PAYNE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 10-23996-Civ-COOKE/TURNOFF

ANNIE L. GRIMES,

Plaintiff

vs.

MIAMI DADE COUNTY,

Defendant.

SUPPLEMENTAL SCHEDULING ORDER

THIS CASE has been reassigned to me pursuant to Administrative Order 2012-16. All deadlines and requirements set forth in the Honorable Adalberto Jordan's Scheduling Order (ECF No. 38) shall remain in place except for the following changes:

1. **Trial Date and Calendar Call.** This case is set for trial on the Court's two-week trial period commencing **July 30, 2012, at 9:30 a.m.**, before the undersigned United States District Judge at the Federal Courthouse, Courtroom 11-2, 400 North Miami Avenue, Miami, Florida. Calendar Call shall be held on Wednesday, **July 25, 2012, at 3:00 p.m.**, at the same location. The case shall be assigned to the standard case management track.

2. **Pretrial Deadlines.** The remaining pretrial deadlines are as follows:

[June 20, 2012] (a) A Joint Pretrial Stipulation must be filed. The stipulation shall conform to Local Rule 16.1.E and include a joint, neutral summary of the claims and defenses in the case, not to exceed one short paragraph per litigant claim, to be read as an introduction for voir dire examination. The Court will not accept unilateral pretrial stipulations, and will strike sua sponte any such submissions. Should any of the parties fail to cooperate in the preparation of the joint pretrial stipulation, all other parties shall file a certification with the Court stating the circumstances. Upon receipt of such certification, the Court shall issue an order requiring the non-cooperating party or parties to show cause why such party or parties (and their respective attorneys) have failed to comply with the Court's order. A copy of the joint pretrial stipulation shall be delivered to chambers in Corel WordPerfect format at the time of filing via computer disk, or emailed to: Cooke@flsd.uscourts.gov); and

(b) A Joint Summary of the Parties' Motion(s) *in Limine* must be filed. The joint summary shall contain a cover page providing the style of the case and an index of the motion(s) *in limine*. For each evidentiary issue, the joint summary must include: a one page argument identifying the evidence sought to be excluded or included at trial and citing legal authority supporting exclusion or inclusion; and a one page response to the argument citing legal authority in support of admission or exclusion of the disputed evidence. The parties shall work together to prepare the joint summary, and are encouraged to resolve evidentiary issues through stipulation. Motions *in limine* will not be accepted in any other form.

[July 20, 2012] (a) Final proposed jury instructions and verdict form must filed.¹ The parties shall submit a SINGLE, JOINT set of proposed jury instructions and verdict form, though the parties need not agree on the proposed language of each or any instruction or question on the verdict form. Where the parties do agree on a proposed instruction or question, that instruction or question shall be set forth in Times New Roman 14 point typeface. Instructions and questions proposed only by the plaintiff(s) to which the defendant(s) object shall be italicized. Instructions and questions proposed only the defendant(s) to which the plaintiff(s) object shall be bold-faced. Each jury instruction shall be typed on a separate sheet and must be supported by citations of authority. Each disputed jury instruction shall also state the basis for the objection(s) at the bottom of the sheet, before the citations of authority. In preparing their requested jury instructions, the parties shall utilize as a guide the Pattern Jury Instructions for Civil Cases approved by the United States Eleventh Circuit, including the Directions to Counsel contained therein. A copy of the proposed jury instructions and verdict form shall be delivered to chambers in Corel WordPerfect format at the time of filing via computer disk, or emailed to: Cooke@flsd.uscourts.gov);

(b) A trial witness list indicating each witness who will testify at trial, a one-sentence synopsis of the testimony, and in consultation with opposing counsel, indicate the amount of time needed for direct and cross examination;

(c) a list of witnesses with some identifying information (address or place of employment) to provide to jury; and

(d) Proposed Voir Dire questions specific to the case (general voir dire questions should not be included).

3. **Trial Instructions**. All exhibits must be pre-marked. The Plaintiff's exhibits shall be marked numerically preceded by the letter "P." Defendant's exhibits shall be marked numerically preceded by the letter "D." For example, Plaintiff's exhibit shall be marked P-1, P-2, P-3 etc. Likewise, Defendant's exhibit shall be marked D-1, D-2, D-3 etc. A typewritten exhibit list setting forth the number and letter, and description of each exhibit must be submitted at the time of trial.

¹ If this action is to be set for a bench trial the Parties are directed to submit proposed findings of fact and conclusions of law in lieu of proposed jury instructions.

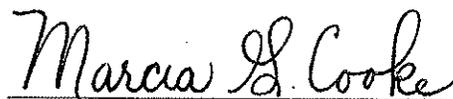
The parties shall submit said exhibit list on Form AO 187, which is available from the Clerk's office.

6. **Referral to Magistrate.** The above-styled action is referred to the Honorable William C. Turnoff, United States Magistrate Judge for the Southern District of Florida, for appropriate resolution of all non-dispositive pretrial matters, in accordance with 28 U.S.C. §§ 636(b)(1)(A) and (B). Motions in Limine and any motion affecting deadlines set by the Court's Scheduling Order are excluded from this referral, unless specifically referred by separate order. It shall be the responsibility of the respective parties in this case to note on all materials necessary to the resolution of the referred matters the name of Magistrate Judge Turnoff on the case number caption (i.e., Case No. 99-1234-CIV-COOKE/TURNOFF) and that courtesy copies of such materials shall be directed to his Chambers.

7. **Non-Compliance.** Non-compliance with any provision of this Order may subject the offending party to sanctions, including denial of the motion, dismissal of claims or striking of defenses. It is the duty of all counsel to enforce the timetable set forth herein in order to insure an expeditious resolution of this cause.

8. **Settlement.** If this case is settled, counsel are directed to inform the Court promptly by calling Chambers and submitting an appropriate order for dismissal within ten (10) days of notification of settlement to the Court, pursuant to Fed. R. Civ. P. 41(a)(1). The case will remain on the trial calendar until an order dismissing the action is entered by the Court.

DONE and ORDERED in chambers at Miami, Florida, this 12th day of April 2012.



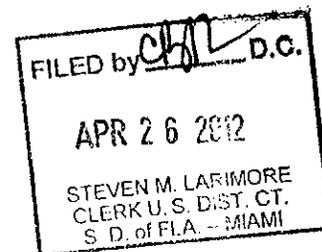
MARCIA G. COOKE
United States District Judge

Copies furnished to:

*William C. Turnoff, U.S. Magistrate Judge
Counsel of record*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 10-23996-CIV-COOKE



ANNIE L. GRIMES,

Plaintiff,

VS.

MIAMI-DADE COUNTY

Defendants.

**PLAINTIFF'S RESPONSE AND AFFIDAVIT IN OPPOSITION TO DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT
AND SUPPORTING MEMORANDUM OF LAW**

I, Annie L. Grimes, Plaintiff, pursuant to Federal Rules of Civil Procedures, hereby responds to Defendant's Motion for Summary Judgment and states as follow:

INTRODUCTION

My case exemplifies the fact that even decades after the struggle to free this nation from the institutional racism that caused those in positions of authority to subjugate and persecute persons of color, and who seeks to avail myself of the Civil Rights laws, that kind of racism will sometimes still rear its ugly head in the place of employment. Miami-Dade County have no excuse for this all of aviation department employee's and other County agencies was test on the subject of discrimination in the year of 2007 which I was still employed and help other with the test that had to be put into the (ERP) system. My score was 100% on the subject of discrimination so I could not said that the County was not aware of the law on Civil Rights as well as all other County Employee's.

The case involves allegation of retaliation under Title VII in which I was demoted from my work duties, which I have already shown to the court and I filed charges in the court on November 04, 2010. **See attached Complaint and Right to Sue Letter as Exhibit A.** My Complaint outlines how my work duties were taken away from me. I complained several time to Bobbie Phillips, who was Upper Management in the Department of Aviation at that time and Melvin Payne, Upper Management in the

Department of Aviation whom both turned a deaf ear to me regarding my complaints. Therefore, I filed charges of retaliation under Title VII because I realized that their lack of attention to my complaints was a form of retaliation under Title VII. So in effect I was being dressed up and targeted to be terminated again from the County. The Court document #33 stated that the details in my Complaint along with the attachments to my Complaint was sufficient at this stage.

During my deposition on 01/31/2012, I handed Eric Rodriguez a copy of a person of interest list, **which I am attaching as Exhibit B to this Response**, letting him know that I would not reveal my strategy to him and he replied that was legally, but if court allow me to move forward I will reveal my strategy. The information Eric Rodriguez and I discussed, at the deposition, was regarding falsification of documentation, such as my Application for Employment, which contained incorrect dates as well as someone putting my signature on the document he showed me. I have the original settlement Agreement see (**attachment as Exhibit C**). Upper management was well aware of previous chargers, as I have shown, and that it was entered in my employment file from the beginning of the time that I was re-hired compared please with real settlement agreement and you will see.

SUMMARY OF THE FACTS

Plaintiff, Annie L. Grimes

The County established policies specifically prohibiting discrimination of employment. However, my first encounter with Bobbie Jones-Wolfork, formerly known as, Bobbie Phillips, was when I received a telephone call from her because of a conversation I had with William X. Candela, Esq., concerning a all white interview panel and the fact that I was turned down for the position I applied for with Security & Safety Division, **Attached as Exhibit D**, please see letter. Ms. Phillips asked me to come to her office and I went to her office to speak with her and she stated to me before she starting to go over the interviewing scores from my interview with Security & Safety that she was aware of the problems that I previous had as an employee with the County. Therefore, this shows that she was fully aware of my prior employment history. Later, I was sent to be interviewed with Department of Maintenance at Aviation and was hired as an employee of Tri- State Employment on 12/13/2004. But, I did not work in the

Department of Maintenance in the beginning but I first worked under Supervisor Trenda Floyd and I had pay stubs from Tri-State Employment to support this. **(See attached Exhibit E)**. Later she moved me over to the maintenance department in January.

THE PLAINTIFF'S EMPLOYMENT WITH HOUSING AGENCY IN 2001 AND 2003 EEOC CHARGE AGAINST HOUSING AGENCY

The settlement agreement that I filed with EEOC charge #150-2003-03910, that Miami-Dade County Housing Agency claimed that I filed on 2004 please take note of **(attachment Exhibit F)** of real Charges, as well as my employment data record that I printed out of the County's computer system. That claim was settled but the (DA) was never removed and that explains why I was struggling so long with being re-hired with the County. It was not until Jackie Bailey at the Department of Transit Metro Bus company told me over the phone to go down to the county records department and check my employment file, which I am **attaching as Exhibit G**, and are copies of both files from Aviation and Housing. It was plain and clear that no one would have hired me because of the negative (DA) status. Ms. Bailey stated to me that until you get the (DA) off your records no one would hire you. So she canceled my interview and I called up William X. Candela downtown to make him aware of the problem with my file and he promised to remove the (DA) and all negative information as stated in the Settlement Agreement, that came up again and again.

PLAINTIFF IS HIRED IN DECEMBER 2004 BY THE AVIATION DEPARTMENT AND IS ASSIGNED TO FACILITIES MANAGEMENT DIVISION WHICH IS DIRECTED BY MELVIN PAYNE

I was told in Orientation that for some reason I was already a County Employee, which shows that the County reinstated me or returned me, after asking a question about the cost of paying a fee for (ID). Bobbie Jones-Wilfork statement that I was hired as a new hire is not correct as the employment data shows that I was listed as a returned employee and not a new hire. **I attach as Exhibit H.**

THE AVIATION DEPARTMENT PASSES PLAINTIFF'S PROBATION, GRANTS HER PERMANENT STATUS IN THE CLASSIFIED SERVICE AND REPEATEDLY GRANTS PLAINTIFF PAY INCREASES

Regarding my probation and evaluation being granted permanent status was not an issue. The issue was the fact that Daniel Douglas failed my probation although the Department did not allow him to go forward with the failure. But he wrote negative reports that was put in my employee file and reflected negatively. I was not aware of these negatives reports until the Union gave me a folder that contained information showing the persons names of those who caused this hold-up of my evaluation. The bottom line is that Daniel Douglas failed my probation because the previous settlement agreement in my main employee folder downtown had the settlement agreement in it and that was pulled by someone in Aviation and put in my Aviation employee file. This is further evidence that Aviation was fully aware of my prior case and used that to fail my probation. Copies of emails to support this was included in the folder that the Union provided me and this supports my argument. It is also important to note that my records were kept in the offices of Melvin Payne and Kelly Flores.

COMPLAINTS COME IN REGARDING PLAINTIFF'S ERP REQUISITION WORK CAUSING MELVIN PAYNE TO RELIEVE HER IN 2008 OF THAT PART OF HER DUTIES BUT PLAINTIFF REMAINS IN THE SAME CLASSIFICATION AND GETS TWO INCREASES IN PAY

I never denied in my EEOC charges that I received pay raises or that my job classification was wrong. I filed charges because all my work as well as Honeywell reports, which was part of my work duties, was taken away from me and I was left with no work at all. I called up Bobbie several times to complain that the work was taken away from me and I told her that in order for me to have work and to keep busy I had to go around to other departments asking for works. The persons who my work and duties were given to were less qualified than I was to perform my duties. We all started ERP in the year of 2006 on the EPR system. I will give more detail when we come cross that bridge. I have a copy of my typing scores **attached also as Exhibit I**. I not only met the qualifications for the position that I was hired for, but the first time as a part-time worker see the data on their attachment as to what was required of me in that position as Oss#2 position. Melvin Payne said that if I call downtown or EEOC again he would terminate me for insubordination because I was not following the chain of command. When he said this to me, it put me under pressure. So when I made further calls to EEOC several time after that, I would ask them that they please do not call my job. I did

not call downtown or Bobbie, but I did call Michael Edwards and explained to him that Melvin would terminate me if he told him that I called. So I asked him to please don't call Bobbie at this time as upper management continued to put pressure on me because I filed those charges and they made a concentrated effort to find ways to get me out. They did not want to hire me from the beginning so as result this was their strategy to put pressure on me because of my filing retaliation charges in 2008.

OCTOBER 42, 2008 PLANTIFF FILES EEOC CHARGE AGAINST AVITION DEPARTMENT

I filed charges with EEOC #846-2009-002802 and I received the Dismissal Notice from EEOC along with the right to sue letter. In document #33 that the court ruled that I filed my case in a timely matter and that the letter with the right-to-sue is consistent with the allegations in the complaint Miami-Dade County's argument is therefore unconvincing. I have high respect for the Court decisions. The document#37 state that Eric Rodriguez said he did not believe that I had any right to Title VII at the time that I filed the charges. So if that was the case, then why are we saying that Aviation was not aware of charges? And that they were never filed. I don't think anyone would have hired me if I had just filed retaliation charges against him or her. It doesn't make sense to me.

AVIATION DEPARTMENT MANAGEMENT DID NOT KNOW THAT GRIMES HAD FILED AND SETTLED AN EEOC CHARGE AGAINST THE HOUSING AGENCY BEFORE GRIMES CAME TO WORK AT AVIATION

Aviation stated that they were not aware of prior charges, please take note of document that was in my employment file that was send to me by the union president at the time Antonio M. Eiroa. (**See attach document as Exhibit J**). Upper management failed my probation and as retaliation they lessened my duties and responsibilities and gave me menial tasks rather than working on what I was qualified for and that was working on the ERP system. I never saw my employee folder until Antonio went and took it away from Kelly. I never signed any of the documents contained in the folder. I would have filed with EEOC if I had saw the information in my employment records that was kept over at Melvin office by Kelly as they both work at same location included in **Exhibit J**. Aviation department did not know about prior charges on channel #7 Help me Howard a Legal expert he said as long as the top person know about your case of

6CASE NO: 10-23996-CIV-COOKE

discrimination before you file in court that all that matter and the top in the Miami-Dade County would be your office, however if the top person was not aware the Judge would have to dismiss the case and give him a change to fix it.

AVIATION DEPARTMENT GIVES PLAINTIFF A RAISE AFTER SHE FILES 2008 EEOC CHARGE AGAINST AVIATION DEPARTMENT

My complaint is not about my raise, it is about my work duties being removed from me because of filing prior charges.

INTRODUCTION TO LEGAL ISSUES

Legal issues are legal issues. I am representing myself, but not as an attorney and I am without knowledge as to what the law states on my situation. However, document #33 shows that the Court already ruled that my allegations are factual. I highly respect the Court and any decisions that they would make on legal issues and continue to rely on the court to grant me what is fair and just.

PLAINTIFF CANNOT ESTABLISH A CLAIM OF RETALLATION

Please take note of documents attach of retaliation in original charges the two documents issue by the court number#33 and 37. The court have already ruled on, also other exhibit above.

PLAINTIFF CANNOT ESTABLISH TWO OF THE ELEMENTS NEEDED TO ESTABLISH A PRIMA FACIE CLAIM OF RETALIATION - FAIURE OF ETHER ELEMENT IS FATAL TO HER CLAIM

The two elements that I needed to establish according to what I understand from court document#33 have proven to be factual information that I submit to the court already ruled on

THE ADJUSTMENT IN DUTIES IS NOT AND ADVERSE EMPLOYMENT ACTION

Adjustment in works duties I already discuss in **attached Exhibit I** no adjustment was made all my works duties was taken away and went I was lay-off in November 01,2010 still no work duties was given to me ok. I call Mike Edwards several time about this I was very happy to go because as I told him and Bobbie I was wasting

the tax payer money by coming into a office for which their was no work to do and I was hired to work and want to work for the check that I earn. The suffering I went through was mental distressing to me. After I filed the charges Bobbie & upper management e-mailed me it in their e-mail on 15th during that meeting Bobbie say I need to see someone and have my head check because I was not following the chain of command, I ask her for the county head doctor number after the meeting and she said I will give it you later never did.

THERE IS NO EVIDENCE THAT MELVIN PAYNE'S 2008 DECISION TO RELIEVE PLAINTIFF FROM PERFORMING REQUISITION WORK ON THE ERP SYSTEM WAS BECAUSE PLAINTIFF HAD FILED AND SETTLED A 2003 EEOC CHARGE WITH THE HOUSING AGENCY.

In exhibit j their information concern requisition work (ERP). Melvin Payne never told me of the so call complaint of not putting the work in the system correct all the persons who start on that system the same time so, if the decision was not because of filing the charge why was I the only one taken off? Everyone was having trouble with entry information on requisition (ERP) I was the only one that was not having problems with my entry because I would get valid response and was using the right budget code it was upper management who took me off and Melvin Payne because the people I work with that was over the system was also upper management.

PLAINTIFF CANNOT DEMONSTRATE THAT THE COUNTY'S ARTICULATED REASONS FOR THE ADJUSTMENT IN DUTIES WAS A MERE PRETEXT FOR RETALIATION.

Plaintiff cannot demonstrate that the reason was a pretext for retaliate I feel I have already answer in the above exhibit's and if the court grant me to move on I will give more at that time. Causing a backlog in procuring parts hindered the operations of the Utilities not true at all my input was the high of all the other who input work into the system (ERP) all of who was inputting at that time could be put together and my numbers of input was more I have no reasons to lie about the unfairness that upper management allow to happen to me as my Bible train conscious will not allow me to lie about what happen to me.

CONCLUSION

Plaintiff requests that the court not grant the defendant from engaging in acts of discrimination and retaliation as this is prohibiting by law and award the plaintiff all damages she is entitled to and any other relief she is due that the court deems proper and just. I was put to death in the work world because of discriminatory and retaliatory acts that the defendant allow to happen to.

WHEREFORE, plaintiff Annie L. Grimes respectfully prays the court to deny summary judgment.

AFFIDAVIT OF ANNIE L. GRIMES

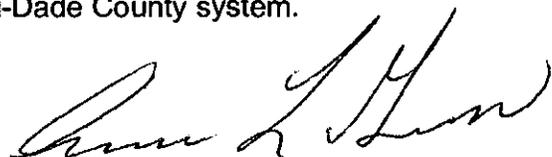
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, ANNIE L. GRIMES, hereby swear to and affirm the following facts of which I have personal knowledge:

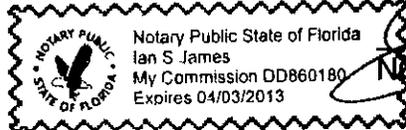
- 1. The statement in the above document are true facts that I have personal knowledge of.
- 2. All attachment that come from Miami-Dade County system.

FURTHER AFFIANT SAYETH NOT.



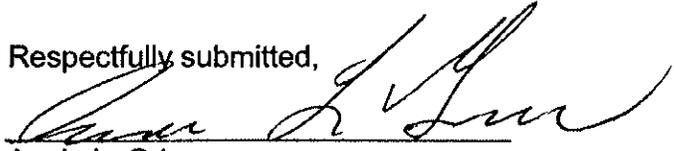
 ANNIE L. GRIMES

SWORN TO AND SUBSCRIBED before the undersigned authority on this 26
 day of APRIL, 2012. Affinity personally known or produced ID:
FL DL

 NOTARY PUBLIC

Respectfully submitted,



Annie L. Grimes, pro se
12200 N.E. 6th Avenue, # 209
North Miami, FL 33161

CERTIFICATE OF SERVICE

I hereby certify that on April 26, 2012, U.S. Mail served the foregoing on all persons on the Service List.

Service List

R. A. Cuevas, Jr.
Miami-Dade County Attorney
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

Eric A. Rodriguez
Assistant County Attorney
Miami-Dade County Attorney's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

EXHIBIT A

EEOC Form 161 (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Annie L. Grimes
12200 NE 6th Avenue, #209
Miami, FL 33161

From: Miami District Office
2 South Biscayne Blvd
Suite 2700
Miami, FL 33131

On behalf of person(s) aggrieved whose identity is CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No. 846-2009-02802
EEOC Representative Dennis Kendrick, Investigator
Telephone No. (305) 808-1807

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.
[X] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
Other (briefly state)

- NOTICE OF SUIT RIGHTS -
(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

Enclosures(s)

On behalf of the Commission
Delner Franklin-Thomas, Acting District Director

AUG 11 2010

EEOC Miami District Office
(Date Mailed)

cc: William Candella, Assistant County Attorney
MIAMI DADE COUNTY
111 N.W. First St., Suite 2810
Miami, FL 33128

EXHIBIT B

Handwritten initials or signature

EXHIBIT I

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO: 10-23996-CIV-JORDAN

ANNIE L. GRIMES,

Plaintiff,

VS.

MIAMI-DADE COUNTY
Defendants.



PERSON OF INTEREST FOR : NOTICE OF DEPOSITION January 31, 2012

DEMOTED FROM MY WORK DUTIES

Luis R. Masia	Ivon Gomez	Sharron Grayson	Alesia Henry
Diosdado Joe Fernandez	Kelley Flores	Bobbie Jones-Wilfork	

UPPER MANAGEMENT AWARE OF WHAT WAS GOING ON

Bobbie Jones-Wilfork	Kelley Flores	Melvin Payne Carlos Jose
Michael Edwards	William Candella	

Aviation director office Jose Abreu

MIAMI – DADE PERSONEL DOCUMENT OF ME

Antonio M. Eiroa William Candella Michael Edwards

EVENT'S THAT SUPPORT MY CASE

The year of 2006 The year of 2007

Maybe Other name's during the trail.

2CASE NO: 10-23996-CIV-JORDAN

Respectfully submitted,



Annie L. Grimes, pro se
12200 N.E. 6th Avenue, # 209
North Miami, FL 33161

CERTIFICATE OF SERVICE

I hereby certify that on January 31, 2012, during the deposition I submitted a copy to the name's of person's below.

Service List

Eric A. Rodriguez
Assistant County Attorney
Miami-Dade County Attorney's Office
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

R. A. Cuevas, Jr.
Miami-Dade County Attorney
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

EXHIBIT C



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office

One Biscayne Tower
2 South Biscayne Blvd, Suite 2700
Miami FL, 33131
PH (305) 536-4476
TTY (305) 536-5721
FAX (305) 530-6121

(C) (F)

Annie Grimes
12200 N.E. 6th Avenue, # 209
North Miami, FL 33161

Charging Party

Miami Dade Housing Agency
c/o William X. Candela, Esq.
111 N.W. 1st Street
Suite 2810
Miami, FL 33128

Respondent

Re: EEOC Charge No. 150-A2-03043
Annie Grimes v. Miami Dade Housing Agency

Please find enclosed the fully executed settlement agreement in the above matter. We thank you for participating in our alternative dispute resolution program.

This settlement agreement closes EEOC's processing of EEOC Charge No. 150-A2-03043. If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gilbert Carrillo".

Gilbert Carrillo
ADR Coordinator
(305) 536-4476

August 29, 2002
Date

GC/nem

SETTLEMENT AGREEMENT

CHARGE NUMBER: 150 A2 03043
CHARGING PARTY: Annie Grimes
RESPONDENT: Miami Dade Housing Agency

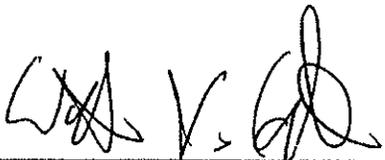
1. In exchange for the promises made by **Miami Dade Housing Agency** pursuant to Charge Number **150 A2 03043**, **Annie Grimes** agrees not to institute a law suit under Title VII of the Civil Rights Act of 1964, as amended, based on EEOC Charge Number **150 A2 03043**.
2. Further we agree that submission of this agreement to EEOC will constitute a request for closure of EEOC Charge Number **150 A2 03043**.
3. It is understood that this agreement does not constitute an admission by Respondent of any violation of Title VII.
4. Respondent agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice deemed illegal under Title VII, as a result of filing this charge, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Act.
5. This document constitutes a final and complete statement of the agreement between the parties.
6. The parties agree that the EEOC is authorized to investigate compliance with this agreement and that this agreement may be specifically enforced in court by the EEOC or the parties and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged.
7. As evidence of a good faith effort to resolve EEOC Charge Number **150 A2 03043**, Respondent offers and Charging Party accepts the following proposal of settlement:

Respondent agrees to pay the Charging Party a lump sum of \$ 1,500.00.
Respondent agrees to only provide neutral letters of reference to prospective employers. Prospective employers should contact Madeline Clodfelter. Respondent will mail

x A-G.
WAC

Annie Grimes v. Miami Dade Housing Agency
Charge No. 150 A2 03043
Page 2 of 2

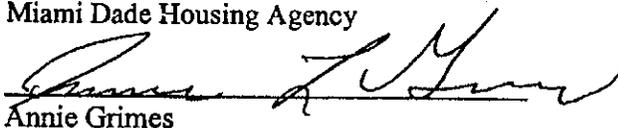
Payment to Charging Party within
15 days of the signing of this agreement.



Miami Dade Housing Agency

08/26/2002

Date



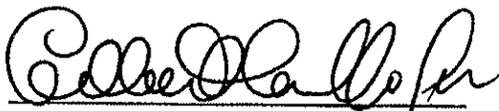
Annie Grimes

08/26/2002

Date

In reliance on the promises made in paragraphs 1 through 7 above, EEOC agrees to terminate its investigation and to not use the above referenced charge as a jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964, as amended. EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:



Federico Costales, District Director

8/29/02

Date



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office

One Biscayne Tower
2 South Biscayne Blvd., Suite 2700
Miami, FL 33131
PH: (305) 536-4491
TDD: (305) 536-5721
FAX: (305) 530-6121

MEDIATION CONFIRMATION

Charge Number: 150 A2 03043
Charging Party: Annie Grimes
Respondent: Miami Dade Housing Agency

This is to confirm that (co-mediator) if applicable and I have been selected to conduct a mediation session scheduled for the date, time and location indicated below:

Date: August 26, 2002

Time: 1:00pm

Location: One Biscayne Tower, 2 South Biscayne Boulevard, Suite 3150, 31st Floor.

(On the Corner of Biscayne and Flagler. The Building with the large red and white candy striped antenna)

Please return the second page of this notice with the information requested within five (5) days of receipt. **This information will be shared with all parties attending the mediation session. Parties are reminded that persons with authority to resolve the charge or their representatives, if any, are permitted to attend the mediation.**

Any settlement agreement signed as a result of the mediation process is legally binding on the parties and if signed by the EEOC, enforceable by the Commission. **All disclosures made during the mediation shall be treated as confidential, except that imminent or actual threats of harm to one's self or others will be reported to the appropriate authorities.** If a settlement is reached as a result of the mediation, I am required to report to EEOC any benefits received. As noted in the confidentiality agreement, this information is reported to the EEOC only for the purpose of providing aggregate data for the evaluation of the mediation program.

If you have any questions do not hesitate to call me at (305) 530-6042, or fax me at (305) 530-6121

Sincerely,

Kimberley M. Reynolds

Kimberley M. Reynolds
ADR Mediator

VENDOR # 01399
 DATE PAID 9/10/02

THIS CHECK REPRESENTS A PAYMENT EITHER UNDER A TRUST AGREEMENT OR FOR GOODS AND SERVICES DELIVERED OR RENDERED TO MIAMI-DADE COUNTY. SUPPORT DOCUMENTATION IS KEPT ON FILE BY THE CLERK'S OFFICE.

VOUCHER NUMBER	Purchase Order or Contract Number	DESCRIPTION	NET AMOUNT
542523	082602	INV 082602	1,500.00
ANNIE GRIMES			1,500.00

SECURITY FEATURES INCLUDE VOID PANTOGRAPH, ENGRAVED INK IN AMOUNT AREA AND BLEED-THRU ARABIC AND MICR NUMBERING



MIAMI-DADE HOUSING AGENCY

582297

63-643
670

VOID AFTER SIX MONTHS
 FIRST UNION NATIONAL BANK
 MIAMI, FLORIDA 33131

EXACTLY *****1500 DOLLARS AND 00 CENTS

Date	Control Number	Amount of Check
09/10/02	582297	****\$1,500.00

ANNIE GRIMES
 12200 NE 6 AVE #209
 NORTH MIAMI, FL 33161



MIAMI-DADE COUNTY

Harvey Korman MAYOR
Harvey Korman CLERK



⑈582297⑈ ⑈067006432⑈ 2696206699012⑈

EXHIBIT D



①

January 19, 2005

Ms. Annie L. Grimes
12200 North East 6th Avenue Apt. 209
North Miami, Florida 33161-5541

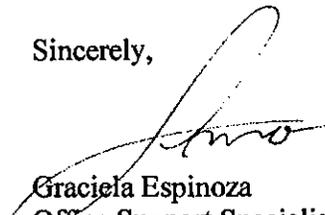
Dear Ms. Grimes,

Pursuant to our phone conversation, this letter is to confirm your appointment for the clerk 4 position with the Security & Safety Division scheduled for January 25th, 2005 at 12:30 p.m. The interview will be held in the Security & Safety Division office located in the Flamingo Garage Ground Level.

Applicants qualifying for employment with the Miami-Dade Aviation Department will be subject to extensive security screening, including but not limited to fingerprint checks, employment verification, and other such procedures as may be mandated by federal law. The security clearance required by federal law is a continuing condition of employment.

If you have any questions, please call me at (305) 876-7735. Thank you.

Sincerely,



Graciela Espinoza
Office Support Specialist 2
Security & Safety Division

JBR/ge





EXHIBIT E

