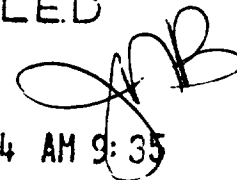


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CLERK U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

**UNITED STATES EQUAL
EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

**Civil Action No.
99-248-CIV-FTM-24D**

v.

LEE COUNTY, FLORIDA,

Defendant.

_____ /

CONSENT DECREE

1. This Consent Decree (the "Decree") is entered into by and between Plaintiff, the United States Equal Employment Opportunity Commission ("EEOC" or the "Commission") and Defendant Lee County, Florida ("Defendant" or "Lee County"). The Commission and Lee County are collectively referred to herein as the "Parties".

2. On or about May 12, 1999, the EEOC initiated this action by filing its Complaint against Lee County. The EEOC's Complaint alleged that Lee County violated the Age Discrimination in Employment Act ("ADEA"), as amended, by: (a) discharging Raymond Murphy (EEOC Charge Numbers 150-95-2755 and 150-96-0868), and Howard Carpenter (EEOC Charge Number 150-96-0869) for engaging in protected activities under the ADEA; and (b) failing to consider Helga Murphy (EEOC Charge Number 150-98-0357), and Jacquelyn M. Carpenter (EEOC Charge Number 150-98-0956) for employment because of their husbands' filing of charges of age discrimination with the Commission, thereby violating the ADEA.

3. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally

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resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims arising out of EEOC Charge Numbers 150-95-2755, 150-96-0868, 150-96-0869, 150-98-0357, 150-98-0956, and the Complaint filed in this action. This Consent Decree in no way relates to, or has any impact on, any other charges or court actions that may be pending before the Commission involving Lee County or its agents or independent contractors.

5. This Decree constitutes the complete agreement between the EEOC and Lee County with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by the parties to this Decree and approved by the Court or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Decree, and based on the pleadings filed by the parties, it is **ORDERED, ADJUDGED AND DECREED THAT:**

This Court has jurisdiction of the subject matter of this action and over the parties for the purposes of entering and enforcing this Decree.

GENERAL INJUNCTIVE PROVISIONS

6. Defendant Lee County, its officers and employees, are enjoined from engaging in conduct which violates the ADEA, by adversely affecting the terms and conditions of any individual's employment on the basis of age.

7. Defendant Lee County, its officers and employees, are enjoined from discriminating against any employee on the basis of that employee's opposition to any of Defendant's employment

practices which the employee believes to be a violation of the ADEA.

TRAINING

8. Defendant Lee County will develop and implement a specific written policy against age discrimination and retaliation based on complaints of age discrimination for its employees, which is consistent with the Age Discrimination in Employment Act (ADEA), 29 U.S.C. section 621 et. seq. (certain pertinent provisions of which are attached as Exhibit A), within 90 days of the entry of this Order. Defendant agrees that all its employees will be provided with a complete copy of this policy within 120 days of the entry of this Decree.

9. In order to further ensure the effective implementation of Defendant Lee County's anti-discrimination policies, Lee County will conduct training for all of its managers, supervisory personnel and employees on its anti-age discrimination and anti-retaliation policies. Such training will be conducted in two-hour sessions to be held twice annually, beginning from the date of the Court's execution of this Decree through to the expiration of the Decree. Lee County agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location of the training, copies of all training materials to be used at the training sessions, the name of the individual(s) who will be providing the training and a list of the names and titles of each employee who will be in attendance at the training. Additionally, Lee County agrees that the EEOC shall, at the EEOC's discretion, be in attendance at the training session.

POSTING

10. Defendant Lee County will post within seven (7) days from the Court's execution of this Decree an 11" x 17" size copy of the Notice attached hereto as Exhibit B. Said Notice shall be posted at all its facilities for the duration of this Decree in conspicuous locations accessible to all employees. Specifically, the Notice will be posted on an employee bulletin board in each office or

work place facility of each department or division within Lee County.

MONITORING

11. Defendant Lee County will retain all employment records relating in any way to any complaint, allegation and investigation of age discrimination or retaliation based on age discrimination at each work place facility of each department and division within Lee County for the duration of this Decree and as required by federal law.

12. Defendant Lee County will provide a copy of this Decree to any employee who requests same.

13. Defendant Lee County will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than six months after the entry of this Consent Decree. With each such certification, the Defendant will provide the EEOC with the name, address and phone number of any person who alleges they have been subjected to age discrimination or retaliation while working at any of the Defendant's facilities during the preceding six (6) months. Defendant will also state its actions taken in response to each such allegation. Defendant will provide, upon request by the Commission, any and all documentation associated with each such complaint.

MONETARY RELIEF

14. Defendant Lee County shall provide the following relief to Raymond Murphy:

(a) Defendant shall pay charging party Raymond Murphy a lump sum in the amount of \$97,003.06 (Ninety-seven thousand three dollars and 06/100 cents), which represents back pay, less amounts required to be withheld for social security withholdings, federal, state and local income taxes, within fifteen (15) calendar days from the Court's execution of this Decree. Lee County will also issue an I.R.S. form W-2 and shall be responsible for the payment of the employer's share of

any federal, state or local taxes, and social security withholdings. The payment by Lee County shall be made by certified check made payable to "Raymond Murphy," and forwarded to Raymond Murphy at his home address, by certified mail with a return receipt requested.

(b) In consideration of the legal representation afforded to Raymond Murphy, the Defendant shall pay \$41,572.74 (Forty-one thousand five-hundred seventy-two dollars and 74/100 cents) in attorney's fees made payable to "Mr. Dennis Webb, Esq.," and shall provide Mr. Webb with an I.R.S. form 1099. The payment shall be forwarded to Mr. Dennis Webb, Esq., Law firm of Webb and Scarmozzino, 1617 Hendry Street, Third Floor, Fort Myers, Florida 33901, within fifteen (15) calendar days from the Court's execution of this Decree. A copy of the payments referenced above in ¶ 14(a) and (b) shall be mailed by certified mail with a return receipt requested to the attention of Pauline Terrelonge, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 E. Polk Street, Room 1020, Tampa, Florida, 33602.

(c) Defendant Lee County has reviewed Raymond Murphy's employment history with Lee County and determined that he has accumulated ten (10) plus years of credited service with the Florida Retirement System ("FRS"). Defendant Lee County has also consulted and confirmed with the FRS that Raymond Murphy has ten plus years of credited pension service and is therefore, vested and presently eligible to apply for and receive his accumulated pension benefits.

15. Defendant Lee County shall provide the following relief to Howard Carpenter:

(a) Defendant shall pay charging party Howard Carpenter a lump sum in the amount of \$72,805.70 (Seventy-two thousand eight-hundred five dollars and 70/100 cents), which represents back pay, less amounts required to be withheld for social security withholdings, federal, state and local income taxes, within fifteen (15) calendar days from the Court's execution of this Decree. Lee County will also issue an I.R.S. form W-2 and shall be responsible for the payment of the employer's

share of any federal, state or local taxes, and social security withholdings. The payment by Lee County shall be made by certified check made payable to "Howard Carpenter," and forwarded to Howard Carpenter at his home address, by certified mail with a return receipt requested.

(b) In consideration of the legal representation afforded to Howard Carpenter, the Defendant shall pay \$31,202.44 (Thirty-one thousand two-hundred two dollars and 44/100 cents) in attorney's fees made payable to "Mr. Dennis Webb, Esq.," and shall provide Mr. Webb with an I.R.S. form 1099. The payment shall be forwarded to Mr. Dennis Webb, Esq., Law firm of Webb and Scarmozzino, 1617 Hendry Street, Third Floor, Fort Myers, Florida 33901, within fifteen (15) calendar days from the Court's execution of this Decree. A copy of the payments referenced above in ¶ 15 (a) and (b) shall be mailed by certified mail with a return receipt requested to the attention of Pauline Terrelonge, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 E. Polk Street, Room 1020, Tampa, Florida, 33602.

(c) In order for Howard Carpenter to vest and be eligible to receive pension and related benefits under the FRS, Defendant Lee County shall pay whatever contributions may be necessary and shall reinstate Howard Carpenter to a regularly established position (most likely Toll Collector), for a period of no less than sixty (60) consecutive days commencing on or about June 1, 2001, and continuing through on or about August 1, 2001, or whatever minimum alternative period is necessary for Mr. Carpenter to vest and be eligible for benefits under the FRS, pursuant to recently enacted legislation, Florida Statutes, § 121, as amended. Throughout Mr. Carpenter's reinstatement period, he shall be in administrative leave status without pay. Upon reaching the established date for Mr. Carpenter to be vested and eligible to receive pension and related benefits under the FRS, Mr. Carpenter's employment with Lee County shall be terminated. Defendant Lee County, in consultation with the FRS, have determined that as of on or about Mr. Carpenter's

termination date, Mr. Carpenter will have accumulated eight (8) plus years of credited service with the Florida Retirement System ("FRS") and therefore, vested and eligible to apply for and receive his accumulated pension benefits at that time.

16. Defendant Lee County shall provide the following relief to Helga Murphy:

(a) Defendant Lee County shall pay charging party Helga Murphy a lump sum in the amount of \$37,595.62 (Thirty-seven thousand five-hundred ninety-five dollars and 62/100 cents), which represents back pay and front pay, less amounts required to be withheld for social security withholdings, federal, state and local income taxes, within fifteen (15) calendar days from the Court's execution of this Decree. Lee County will also issue an I.R.S. form W-2 and shall be responsible for the payment of the employer's share of any federal, state or local taxes, and social security withholdings. The payment by Lee County shall be made by certified check made payable to "Helga Murphy," and forwarded to Helga Murphy at her home address, by certified mail with a return receipt requested.

(b) In consideration of the legal representation afforded to Helga Murphy, the Defendant shall pay \$16,112.41 (Sixteen thousand one hundred twelve dollars and 41/100 cents) in attorney's fees made payable to "Mr. Dennis Webb, Esq.," and shall provide Mr. Webb with an I.R.S. form 1099. The payment shall be forwarded to Mr. Dennis Webb, Esq., Law firm of Webb and Scarmozzino, 1617 Hendry Street, Third Floor, Fort Myers, Florida 33901, within fifteen (15) calendar days from the Court's execution of this Decree. A copy of the payments referenced above in ¶ 16(a) and (b) shall be mailed by certified mail with a return receipt requested to the attention of Pauline Terrelonge, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 E. Polk Street, Room 1020, Tampa, Florida, 33602.

17. Defendant Lee County shall provide the following relief to Jacquelyn Carpenter:

(a) Defendant Lee County shall pay charging party Jacquelyn Carpenter a lump sum in the amount of \$37,595.62 (Thirty-seven thousand five-hundred ninety-five dollars and 62/100 cents), which represents back pay and front pay, less amounts required to be withheld for social security withholdings, federal, state and local income taxes, within fifteen (15) calendar days from the Court's execution of this Decree. Lee County will also issue an I.R.S. form W-2 and shall be responsible for the payment of the employer's share of any federal, state or local taxes, and social security withholdings. The payment by Lee County shall be made by certified check made payable to "Jacquelyn Carpenter," and forwarded to Jacquelyn Carpenter at her home address, by certified mail with a return receipt requested.

(b) In consideration of the legal representation afforded to Jacquelyn Carpenter, the Defendant shall pay \$16,112.41 (Sixteen thousand one hundred twelve dollars and 41/100 cents) in attorney's fees made payable to "Mr. Dennis Webb, Esq.," and shall provide Mr. Webb with an I.R.S. form 1099. The payment shall be forwarded to Mr. Dennis Webb, Esq., Law firm of Webb and Scarmozzino, 1617 Hendry Street, Third Floor, Fort Myers, Florida 33901, within fifteen (15) calendar days from the Court's execution of this Decree. A copy of the payments referenced above in ¶ 17(a) and (b) shall be mailed by certified mail with a return receipt requested to the attention of Pauline Terrelonge, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 E. Polk Street, Room 1020, Tampa, Florida, 33602.

NOTICE OF NON-COMPLIANCE

18. If the Defendant Lee County fails to tender the above-mentioned payments as set forth in ¶s 14 through 17, then the Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the noncompliance or delay of the Defendant. In the event that

EEOC believes that Lee County has failed to comply with any of the provision(s) of this Decree, the EEOC may apply to the Court for appropriate relief.

ENFORCEMENT OF THE DECREE

19. The Commission shall have independent authority to seek the judicial enforcement of any aspect or term or provision of this Decree.

20. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

COSTS

21. Each Party shall bear its own costs and attorney's fees associated with this litigation.

DURATION OF DECREE

22. This Decree shall remain in effect for three (3) years from the date of the Court's execution of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including such orders as may be required to effectuate its purposes.

AGREED TO:

FOR THE PLAINTIFF:

UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by: Delner Franklin Thomas Date: July 18, 2000

Delner Franklin-Thomas, Esquire

Regional Attorney

Miami District Office

United States Equal Employment Opportunity Commission

One Biscayne Tower, Suite 2700

2 South Biscayne Boulevard

Miami, Florida 33131-1805

AGREED TO:
FOR THE DEFENDANT LEE COUNTY, FLORIDA

Attest:
Charlie Green; Ex-Officio Clerk

by: *John E. Albion*
JOHN E. ALBION

Date: July 16 2000

By: *Andrea J. Pierce*
Deputy Clerk

SO ORDERED, ADJUDGED AND DECREED, this 24th day of July, 2000.

Susan C. Bucklew
The Honorable Susan C. Bucklew
United States District Judge
Middle District of Florida

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CLERK U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

Exhibit A

29 U.S.C. § 621 et seq.
UNITED STATES CODE, TITLE 29. LABOR
CHAPTER 14--AGE DISCRIMINATION IN EMPLOYMENT

§ 621. CONGRESSIONAL STATEMENT OF FINDINGS AND PURPOSE

(a) The Congress hereby finds and declares that--

(1) in the face of rising productivity and affluence, older workers find themselves disadvantaged in their efforts to retain employment, and especially to regain employment when displaced from jobs;

(2) the setting of arbitrary age limits regardless of potential for job performance has become a common practice, and certain otherwise desirable practices may work to the disadvantage of older persons;

(3) the incidence of unemployment, especially long-term unemployment with resultant deterioration of skill, morale, and employer acceptability is, relative to the younger ages, high among older workers; their numbers are

great and growing; and their employment problems grave;

(4) the existence in industries affecting commerce, of arbitrary discrimination in employment because of age, burdens commerce and the free flow of goods in commerce.

(b) It is therefore the purpose of this chapter to promote employment of older persons based on their ability rather than age; to prohibit arbitrary age discrimination in employment; to help employers and workers find ways of meeting problems arising from the impact of age on employment.

§ 623. PROHIBITION OF AGE DISCRIMINATION

(a) Employer practices

It shall be unlawful for an employer--

(1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;

(2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or

(3) to reduce the wage rate of any employee in order to comply with this chapter.

§ 626. RECORDKEEPING, INVESTIGATION, AND ENFORCEMENT

(a) Attendance of witnesses; investigations, inspections, records, and homework regulations

The Equal Employment Opportunity Commission shall have the power to make investigations and require the keeping of records necessary or appropriate for the administration of this chapter in accordance with the powers and procedures provided in sections 209 and 211 of this title.

(b) Enforcement; prohibition of age discrimination under fair labor standards; unpaid minimum wages and unpaid overtime compensation; liquidated damages; judicial relief; conciliation, conference, and persuasion

The provisions of this chapter shall be enforced in accordance with the powers, remedies, and procedures provided in sections 211(b), 216 (except for subsection (a) thereof), and 217 of this title, and subsection (c) of this section. Any act prohibited under section 623 of this title shall be deemed to be a prohibited act under section 215 of this title. Amounts owing to a person as a result of a violation of this chapter shall be deemed to be unpaid minimum wages or unpaid overtime compensation for purposes of sections 216 and 217 of this title: Provided, That liquidated damages shall be payable only in cases of willful violations of this chapter. In any action brought to enforce this chapter the court shall have jurisdiction to grant such legal or equitable relief as may be appropriate to effectuate the purposes of this chapter, including without limitation judgments compelling employment, reinstatement or promotion, or enforcing the liability for amounts deemed to be unpaid minimum wages or unpaid overtime compensation under this section. Before instituting any action under this section, the Equal Employment Opportunity Commission shall attempt to eliminate the discriminatory practice or practices alleged, and to effect voluntary compliance with the requirements of this chapter through informal methods of conciliation, conference, and persuasion.

(c) Civil actions; persons aggrieved; jurisdiction; judicial relief; termination of individual action upon commencement of action by Commission; jury trial

(1) Any person aggrieved may bring a civil action in any court of competent jurisdiction for such legal or equitable relief as will effectuate the purposes of this chapter: Provided, That the right of any person to bring such action shall terminate upon the commencement of an action by the Equal Employment Opportunity Commission to enforce the right of such employee under this chapter.

(2) In an action brought under paragraph (1), a person shall be entitled to a trial by jury of any issue of fact in any such action for recovery of amounts owing as a result of a violation of this chapter, regardless of whether equitable relief is sought by any party in such action.

(d) Filing of charge with Commission; timeliness; conciliation, conference, and persuasion
No civil action may be commenced by an individual under this section until 60 days after a charge alleging unlawful discrimination has been filed with the Equal Employment Opportunity Commission. Such a charge shall be filed--

(1) within 180 days after the alleged unlawful practice occurred; or

(2) in a case to which section 633(b) of this title applies, within 300 days after the alleged unlawful practice occurred, or within 30 days after receipt by the individual of notice of termination of proceedings under State law, whichever is earlier. Upon receiving such a charge, the Commission shall promptly notify all persons named in such charge as prospective defendants in the action and shall promptly seek to eliminate any alleged unlawful practice by informal methods of conciliation, conference, and persuasion.

(e) Reliance on administrative rulings; notice of dismissal or termination; civil action after receipt of notice

Section 259 of this title shall apply to actions under this chapter. If a charge filed with the Commission under this chapter is dismissed or the proceedings of the Commission are otherwise terminated by the Commission, the Commission shall notify the person aggrieved. A civil action may be brought under this section by a person defined in section 630(a) of this title against the

respondent named in the charge within 90 days after the date of the receipt of such notice.

(f) Waiver

(1) An individual may not waive any right or claim under this chapter unless the waiver is knowing and voluntary. Except as provided in paragraph (2), a waiver may not be considered knowing and voluntary unless at a minimum--

(A) the waiver is part of an agreement between the individual and the employer that is written in a manner calculated to be understood by such individual, or by the average individual eligible to participate;

(B) the waiver specifically refers to rights or claims arising under this chapter;

(C) the individual does not waive rights or claims that may arise after the date the waiver is executed;

(D) the individual waives rights or claims only in exchange for consideration in addition to anything of value to which the individual already is entitled;

(E) the individual is advised in writing to consult with an attorney prior to executing the agreement;

(F)(i) the individual is given a period of at least 21 days within which to consider the agreement; or

(ii) if a waiver is requested in connection with an exit incentive or other employment termination program offered to a group or class of employees, the individual is given a period of at least 45 days within which to consider the agreement;

(G) the agreement provides that for a period of at least 7 days following the execution of such agreement, the individual may revoke the agreement, and the agreement shall not become effective or enforceable until the revocation period has expired;

(H) if a waiver is requested in connection with an exit incentive or other employment termination program offered to a group or class of employees, the employer (at the commencement of the period specified in subparagraph (F)) informs the individual in writing in a manner calculated to be understood by the average individual eligible to participate, as to--

(i) any class, unit, or group of individuals covered by such program, any eligibility factors for such program, and any time limits applicable to such program; and

(ii) the job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the program.

(2) A waiver in settlement of a charge filed with the Equal Employment Opportunity Commission, or an action filed in court by the individual or the individual's representative, alleging age discrimination of a kind prohibited under section 623 or 633a of this title may not be considered knowing and voluntary unless at a minimum--

(A) subparagraphs (A) through (E) of paragraph (1) have been met; and

(B) the individual is given a reasonable period of time within which to consider the settlement agreement.

(3) In any dispute that may arise over whether any of the requirements, conditions, and circumstances set forth in subparagraph (A), (B), (C), (D), (E), (F), (G), or (H) of paragraph (1), or subparagraph (A) or (B) of paragraph (2), have been met, the party asserting the validity of a waiver shall have the burden of proving in a court of competent jurisdiction that a waiver was knowing and voluntary pursuant to paragraph (1) or (2).

(4) No waiver agreement may affect the Commission's rights and responsibilities to enforce this

chapter. No waiver may be used to justify interfering with the protected right of an employee to file a charge or participate in an investigation or proceeding conducted by the Commission.

§ 627. NOTICES TO BE POSTED

Every employer, employment agency, and labor organization shall post and keep posted in conspicuous places upon its premises a notice to be prepared or approved by the Equal Employment Opportunity Commission setting forth information as the Commission deems appropriate to effectuate the purposes of this chapter.

§ 630. DEFINITIONS

For the purposes of this chapter--

(a) The term "person" means one or more individuals, partnerships, associations, labor organizations, corporations, business trusts, legal representatives, or any organized groups of persons.

(b) The term "employer" means a person engaged in an industry affecting commerce who has twenty or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year: Provided, That prior to June 30, 1968, employers having fewer than fifty employees shall not be considered employers. The term also means (1) any agent of such a person, and (2) a State or political subdivision of a State and any agency or instrumentality of a State or a political subdivision of a State, and any interstate agency, but such term does not include the United States, or a corporation wholly owned by the Government of the United States.

(c) The term "employment agency" means any person regularly undertaking with or without compensation to procure employees for an employer and includes an agent of such a person; but shall not include an agency of the United States.

(d) The term "labor organization" means a labor organization engaged in an industry affecting commerce, and any agent of such an organization, and includes any organization of any kind, any agency, or employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and any conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization.

(e) A labor organization shall be deemed to be engaged in an industry affecting commerce if (1) it maintains or operates a hiring hall or hiring office which procures employees for an employer or procures for employees opportunities to work for an employer, or (2) the number of its members (or, where it is a labor organization composed of other labor organizations or their representatives, if the aggregate number of the members of such other labor organization) is fifty or more prior to July 1, 1968, or twenty-five or more on or after July 1, 1968, and such labor organization--

(1) is the certified representative of employees under the provisions of the National Labor Relations Act, as amended [29 U.S.C.A. § 151 et seq.], or the Railway Labor Act, as amended [45 U.S.C.A. § 151 et seq.]; or

(2) although not certified, is a national or international labor organization or a local labor organization recognized or acting as the representative of employees of an employer or employers engaged in an industry affecting commerce; or

(3) has chartered a local labor organization or subsidiary body which is representing or actively

seeking to represent employees of employers within the meaning of paragraph (1) or (2); or (4) has been chartered by a labor organization representing or actively seeking to represent employees within the meaning of paragraph (1) or (2) as the local or subordinate body through which such employees may enjoy membership or become affiliated with such labor organization; or

(5) is a conference, general committee, joint or system board, or joint council subordinate to a national or international labor organization, which includes a labor organization engaged in an industry affecting commerce within the meaning of any of the preceding paragraphs of this subsection.

(f) The term "employee" means an individual employed by any employer except that the term "employee" shall not include any person elected to public office in any State or political subdivision of any State by the qualified voters thereof, or any person chosen by such officer to be on such officer's personal staff, or an appointee on the policymaking level or an immediate adviser with respect to the exercise of the constitutional or legal powers of the office. The exemption set forth in the preceding sentence shall not include employees subject to the civil service laws of a State government, governmental agency, or political subdivision. The term "employee" includes any individual who is a citizen of the United States employed by an employer in a workplace in a foreign country.

(g) The term "commerce" means trade, traffic, commerce, transportation, transmission, or communication among the several States; or between a State and any place outside thereof; or within the District of Columbia, or a possession of the United States; or between points in the same State but through a point outside thereof.

(h) The term "industry affecting commerce" means any activity, business, or industry in commerce or in which a labor dispute would hinder or obstruct commerce or the free flow of commerce and includes any activity or industry "affecting commerce" within the meaning of the Labor-Management Reporting and Disclosure Act of 1959 [29 U.S.C.A. § 401 et seq.].

(i) The term "State" includes a State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Canal Zone, and Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act [43 U.S.C.A. § 1331 et seq.].

(j) The term "firefighter" means an employee, the duties of whose position are primarily to perform work directly connected with the control and extinguishment of fires or the maintenance and use of firefighting apparatus and equipment, including an employee engaged in this activity who is transferred to a supervisory or administrative position.

(k) The term "law enforcement officer" means an employee, the duties of whose position are primarily the investigation, apprehension, or detention of individuals suspected or convicted of offenses against the criminal laws of a State, including an employee engaged in this activity who is transferred to a supervisory or administrative position. For the purpose of this subsection, "detention" includes the duties of employees assigned to guard individuals incarcerated in any penal institution.

(l) The term "compensation, terms, conditions, or privileges of employment" encompasses all employee benefits, including such benefits provided pursuant to a bona fide employee benefit plan.

§ 631. AGE LIMITS

(a) Individuals at least 40 years of age

The prohibitions in this chapter shall be limited to individuals who are at least 40 years of age.

(b) Employees or applicants for employment in Federal Government

In the case of any personnel action affecting employees or applicants for employment which is subject to the provisions of section 633a of this title,

the prohibitions established in section 633a of this title shall be limited to individuals who are at least 40 years of age.

(c) Bona fide executives or high policymakers

(1) Nothing in this chapter shall be construed to prohibit compulsory retirement of any employee who has attained 65 years of age and who, for the 2- year period immediately before retirement, is employed in a bona fide executive or a high policymaking position, if such employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit-sharing, savings, or deferred compensation plan, or any combination of such plans, of the employer of such employee, which equals, in the aggregate, at least \$44,000.

(2) In applying the retirement benefit test of paragraph (1) of this subsection, if any such retirement benefit is in a form other than a straight life annuity (with no ancillary benefits), or if employees contribute to any such plan or make rollover contributions, such benefit shall be adjusted in accordance with regulations prescribed by the Equal Employment Opportunity Commission, after consultation with the Secretary of the Treasury, so that the benefit is the equivalent of a straight life annuity (with no ancillary benefits) under a plan to which employees do not contribute and under which no rollover contributions are made.

EXHIBIT B

**NOTICE TO ALL LEE COUNTY, FLORIDA, EMPLOYEES
POSTED PURSUANT TO A COURT ORDERED CONSENT DECREE**

This notice is being posted pursuant to a Consent Decree by the Court in United States Equal Employment Opportunity Commission v. Lee County Inc., Civil Action No- 99-248-Civ-FTM-Bucklew. Lee County will not discriminate against employees in violation of the Age Discrimination in Employment Act ("ADEA"). The ADEA protects individuals from employment discrimination because of their age. The ADEA also protects individuals from retaliation for having complained of an unlawful employment practice based on age. Lee County will not condone discrimination of any kind as set forth in federal laws, including, but not limited to age discrimination and retaliation.

Furthermore, Lee County assures its employees that it supports the ADEA and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate anti-employment discrimination laws.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under the ADEA or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000 or (305) 530-6000, or the Tampa Area Office at 813-228-2310.

Signed this 18th day of July, 2000.

ATTEST:
CHARLIE GREEN, CLERK

BY: [Signature]
Deputy Clerk

[Signature]
JOHN E. ALBION
CHAIRMAN, Board of County Commissioners