

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

| | | |
|--|---|----------------|
| THOMAS DOYLE, et al. |) | CIVIL DIVISION |
| |) | |
| |) | No. 96-13606 |
| Plaintiffs, |) | |
| |) | Code No. 011 |
| v. |) | |
| |) | |
| ALLEGHENY COUNTY SALARY BOARD, et al. |) | |
| |) | |
| Defendants. |) | |

**SIDE AGREEMENT
BETWEEN THE PARTIES AND THE UNION**

1. The parties to the Settlement Agreement and Consent Decree in the above-referenced case and to this Side Agreement recognize that nonsupervisory attorneys employed in the office of the Public Defender are represented by the United Steelworkers of America, ALF-CIO-CLC (the "Union"), which is their duly certified collective bargaining representative. The parties recognize that the County has an obligation to collectively bargain with the Union over wages, hours, and terms and conditions of employment, as those matters are defined pursuant to the Public Employee Relations Act ("PERA"), 43 Pa.C.S.A. §§1101.101, et seq.

2. The Chief Public Defender and the Consultant shall include, on a regular and frequent basis, representatives of the Office's Union and non-union staff in the development, promulgation and implementation of the policies and procedures contemplated by Section C of the Settlement Agreement. Representatives of the non-union staff shall be selected by the non-union staff.

3. Thirty (30) days prior to the posting or implementation of any policy or procedure contemplated by Section C of the Settlement Agreement and Consent Decree, the Chief Public Defender and the Consultant shall give the

parties and the Union notice of this policy or procedure and their intent to post it or implement it at the end of the 30-day period.

4. If the Union claims that any policy or procedure developed pursuant to Section C of the Settlement Agreement and Consent Decree violates an express provision of the collective bargaining agreement ("CBA"), or affects matters subject to bargaining under the PERA, the Union may petition the Court for resolution of the issue within the 30-day time period. If the Court determines that the policy or procedure violates an express term of the CBA or affects matters subject to bargaining under the PERA, the Court shall uphold the policy or procedure only if Plaintiff's Counsel proves that the policy or procedure by itself or in combination with other policies or procedures is necessary to remedy alleged constitutional violations that existed at the time that the Side Agreement, Settlement Agreement and Consent Decree were approved by the Court. The Union may offer evidence limited to the issue of whether the policy or procedure at issue is needed to correct the violation.

5. The Union's motion to intervene, filed on January 17, 1997, shall be held in abeyance indefinitely without prejudice to the Union to renew it.

6. Under no circumstances shall a finding by the Court that a particular recommendation is necessary to remedy any alleged constitutional violation be construed as an admission of liability on the part of Allegheny County. If any disputes raised by the Union pursuant to paragraph 4 of this Side Agreement must be submitted to the Court for resolution, each party shall bear its own costs for litigating any claims.

7. With the exception of paragraph 6 above, nothing in this Side Agreement or the accompanying Settlement Agreement and Consent Decree constitutes a waiver of Plaintiffs' right to seek attorneys' fees and costs under applicable federal or state law.

ACCEPTED:

Counsel for Plaintiffs

Counsel for Defendants

By: Claudia Duich

By: [Signature]

Date: 5/14/98

Date: 5/14/98

By: [Signature]
United Steelworkers of America,
AFL-CIO-CLC

By: [Signature]
Counsel To United Steelworkers of America,
AFL-CIO-CLC

Attest: [Signature]
Chief Clerk

County of Allegheny
By: [Signature]
Mike Dawds

Board of County Commissioners

Approved As To Form:

[Signature]
County Solicitor

[Signature]

Assistant County Solicitor