

SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF BRAWLEY  
and the  
BRAWLEY POLICE SERGEANTS  
ASSOCIATION

The City of Brawley ("City") and the Brawley Police Sergeants Association ("BPSA") have a Memorandum of Understanding ("MOU") in place that commenced July 1, 2021 and remains in effect until June 30, 2026.

The MOU provides that the City recognizes the BPSA as the employees' organization for all regular full-time Police Sergeants of the Brawley Police Department except for those who hold the rank of Commander or above.

An issue has presented itself wherein BPSA members have promoted to positions in the City that are not within the scope of BPSA's representation as defined by the MOU, and employees whose positions have never been within the scope of BPSA's representation have expressed the desire to retain their membership in BPSA or join BPSA and to that end have requested that the City continue to withhold BPSA membership dues from their pay.

The City recognizes the fact that the BPSA has the authority to establish its own criteria for membership and as such, it is within BPSA's prerogative to permit persons who are not represented by BPSA under its MOU with the City to become/remain members.

The California Government Code permits city employees to authorize payroll deductions for a broad range of dues and other contributions to unions and other groups, however the MOU specifies a limited duration for such payroll deductions to remain in place, (section 30.5 of the MOU).

The purpose of this side letter agreement is to resolve this issue by amending the MOU in order to allow BPSA members who are not covered by the MOU, due to promotion to positions not covered by the MOU, to authorize the City to withhold BPSA membership dues from their pay, if they so desire.

Therefore, the parties hereby agree as follows:

1. BPSA has, and has always had, the authority to establish its own requirements for membership;
2. The parties confirm that the MOU provides that the City recognizes the BPSA as the employees' organization for all regular full-time Police Sergeants of the Brawley Police Department except for those who hold the rank of Commander or above;
3. That the Command Staff employees of the Brawley Police Department such as Police Commanders and Police Chief are not part of the BPSA agreement;

4. The parties acknowledge that BPSA is free to admit members that do not meet the foregoing criteria, but notwithstanding membership, BPSA members that do not meet the foregoing criteria ("non-covered members") are not covered by the MOU and BPSA shall not represent non-covered members with respect to issues concerning their employment with the City;

5. The parties agree that non-covered members of BPSA may authorize the City to withhold BPSA membership dues from their pay, if they so desire. Such an authorization shall be in writing;


6. The parties further agree that non-covered members of BPSA may direct the City to discontinue withholding BPSA membership dues at any time by providing written instructions to the City to that effect, at any time;


7. The parties further agree that in the event a non-covered member of BPSA directs the City to discontinue withholding BPSA membership dues, the withholding will stop on the next pay period following the receipt of such an instruction;

8. The BPSA agrees to indemnify, defend and hold the City harmless against all claims or suits that may arise out of or because of action taken by the City in reliance upon any authorization to withhold or instruction to cancel withholding received by the City from a non-covered member of BPSA;

9. The parties acknowledge that this side letter agreement will become effective when ratified by the City Council, and ratification by the City Council of this agreement shall constitute authorization of the City Council to allow the payroll deductions contemplated herein; and

10. The parties hereby agree that all of the other provisions of the MOU remain in full force and effect.

  
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Michael Garcia  
BPSA President

  
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Tyler Salcido, City Manager  
City of Brawley

12/12/2023  
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Dated

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