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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 08/30/2024

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES If so, Case No _____ NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

- a. Full name: San Mateo County Deputy Sheriff's Association
- b. Mailing Address: c/o Mastagni Holstedt, A.P.C, 1912 I Street, Sacramento, CA 95811
- c. Telephone number: (916) 446-4692
- d. Name and title of agent to contact: Garrett R. Porter, Attorney for Charging Party E-mail Address: gporter@mastagni.com
Telephone number: (916) 491-4217 Fax No.:
- e. Bargaining Unit(s) involved: Deputy Sheriffs' Association

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

- a. Full name: County of San Mateo
- b. Mailing Address: County Executive's Office, 500 County Center 5th Floor, Redwood City, CA 94063
- c. Telephone number: (650) 363-4123
- d. Name and title of agent to contact: Mike Callagy, County Executive Officer E-mail Address: mcallagy@smcgov.org
Telephone number: (650) 363-4123 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- a. Full name:
- b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

- a. Full name:
- b. Mailing Address:
- c. Agent:

5. GRIEVANCE PROCEDURE

¹An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

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Yes No Unknown

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:
Gov. Code sections 3502, 3502.1, 3503, 3505, 3506, 3506.5, 3507 and PERB Regulation 32603

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge:***)

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

Please see attached.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

(Type or Print Name)

/s/
(Signature)

08/30/2024
Date



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PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

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IS THIS AN AMENDED CHARGE? YES If so, Case No. NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name:
b. Mailing address:
c. Telephone number:
d. Name and title of person filing charge: E-mail Address:
Telephone number:
e. Bargaining unit(s) involved:

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

a. Full name:
b. Mailing address:
c. Telephone number:
d. Name and title of agent to contact: E-mail Address:
Telephone number:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:
b. Mailing address:
c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No Unknown

6. STATEMENT OF CHARGE


- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
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 - Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
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 - Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
 - One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
 - The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
 - Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
 - Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Unknown
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)* See attached

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on _____ (Date)

at _____ (City and State)

(Type or Print Name and Title, if any)



(Signature)

Mailing Address:

E-Mail Address:

Telephone Number:

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of _____,
State of _____. I am over the age of 18 years. The name and address of my
Residence or business is _____

On _____, I served the _____
(Date) (Description of document(s))

_____ in Case No. _____
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

placing a true copy thereof enclosed in a sealed envelope for collection and
delivery by the United States Postal Service or private delivery service following
ordinary business practices with postage or other costs prepaid;

personal delivery;

electronic service - I served a copy of the above-listed document(s) by
transmitting via electronic mail (e-mail) or via e-PERB to the electronic service
address(es) listed below on the date indicated. *(May be used only if the party
being served has filed and served a notice consenting to electronic service or has
electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this declaration was executed on _____,
(Date)
at _____
(City) (State)

Taylor Dorn
(Signature)

(Type or print name)

1 GARRETT R. PORTER, ESQ. (SBN 341880)
2 **MASTAGNI HOLSTEDT**
3 *A Professional Corporation*
4 1912 "I" Street
5 Sacramento, California 95811
6 Telephone: (916) 446-4692
7 Facsimile: (916) 447-4614
8
9 Attorney for Charging Party
10 SAN MATEO COUNTY DEPUTY
11 SHERIFF'S ASSOCIATION

8 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**
9
10 **OF THE STATE OF CALIFORNIA**

11 SAN MATEO COUNTY DEPUTY) PERB Case No.
12 SHERIFF'S ASSOCIATION,)
13) **UNFAIR LABOR PRACTICE CHARGE**
14 Charging Party,)
15)
16 vs.)
17)
18 COUNTY OF SAN MATEO,)
19)
20 Respondent.)

21 **I. INTRODUCTION**

22 This unfair practice charge arises out of the County of San Mateo's ("County") violations
23 of the Meyers-Milias-Brown Act ("MMBA"). First, the County refused to negotiate and walked
24 away from the negotiation table regarding the mandatory overtime policies which violated its duty
25 to meet and confer in good faith. Second, the County unilaterally changed the policy regarding
26 minimum staffing without meeting and conferring with the San Mateo Deputy Sheriff's Association
27 ("DSA"). Third, the County violated its duty of strict neutrality, interfering with and coercing the
28 DSA while retaliating against the DSA for engaging in protected activity. (Gov. Code, §§ 3502,
3502.1, 3503, 3506, 3506.5 and PERB Regulation 32603.)

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II. PARTIES

DSA is a recognized employee organization within the meaning of Government Code section 3501(b) and is a recognized exclusive representative under PERB Regulation 32016(b). DSA represents employees in the San Mateo Sheriff’s Department (“Department”), employed by the County of San Mateo.

The County is a public agency within the meaning of Government Code section 3501(c) and PERB Regulation 32016(a). The County is subject to PERB’s authority under Government Code section 3509(b).

III. STATEMENT OF FACTS

A. County’s Refusal to Negotiate Regarding the Expiring Mandatory Overtime Policy

During July and into August 2024, the DSA and the County met and conferred multiple times to negotiate about the mandatory overtime policy, which was going to expire on August 7, 2024. (Decl. of Carlos Tapia ¶ 6; Decl. of Matthew Silano ¶ 6.) On July 17, 2024, Undersheriff Perea sent an email to DSA President Carlos Tapia that thanked DSA President Tapia for talking to the Undersheriff about a proposed new Special Order for Overtime. (Decl. of Stephen Leonesio ¶ 5; Exh. C.) On or about July 18, 2024, Undersheriff Perea had spoken to DSA President Tapia about changing the Department’s Overtime Special Order. (Decl. of Stephen Leonesio ¶ 6.) On July 18, 2024, DSA President Tapia advised Undersheriff Perea, in an email, that he had contacted Katy Roberts with the San Mateo County Human Resources Department and requested a meet and confer over the Sheriff Department’s proposed “Special Order for Overtime.” (Decl. of Stephen Leonesio ¶ 7; Exh. C.) 8. On July 19, 2024, DSA Negotiator Stephen Leonesio (“Leonesio”) received an email from San Mateo County Human Resources employee Katy Roberts indicating the Sheriff’s Department was going to implement the proposed Special Order for Overtime on Tuesday, July 23, 2024. (Decl. of Stephen Leonesio ¶ 8; Exh. C.) On July 19, 2024, Leonesio sent San Mateo County Human Resources employee Katy Roberts and Undersheriff Perea an email advising that there should be no changes to the status quo until the meet and confer process, including impasse procedures, were completed. Leonesio also requested dates to start the meet and confer process. (Decl. of Stephen Leonesio ¶ 9; Exh. C.) 10. On July 22, 2024, Leonesio received an email from

1 San Mateo County Human Resources employee Katy Roberts which indicated the Sheriff's
2 Department was going to extend the previously negotiated Special Order for Overtime until August
3 7, 2024. (Decl. of Stephen Leonesio ¶ 10; Exh. C.) On July 29, 2024, DSA President Tapia,
4 Leonesio, San Mateo County Human Resources employee Katy Roberts, Undersheriff Perea, Sheriff
5 Corpus and members of the Sergeants Association met virtually to discuss the Sheriff Department's
6 proposed Special Order OT Revisions. During this meeting the parties discuss the current negotiated
7 minimum staffing levels. Sheriff Corpus indicated she did not negotiate the minimum staffing levels.
8 Members from the Sergeants Association indicated the minimum staffing levels were negotiated
9 with prior Sheriff's Department Management. Undersheriff Perea indicated the Department did not
10 have minimum staffing levels. The County, Sheriff and Undersheriff were provided a copy of the
11 minimum staffing levels document. (Decl. of Stephen Leonesio ¶ 11; Exh. D.) On July 29, 2024,
12 Leonesio sent an email requesting information from the County/Sheriff's Department that is
13 pertinent to the meet and confer process. County Human Resources employee Katy Roberts
14 responded and indicated they will be working on getting the information to Leonesio. (Decl. of
15 Stephen Leonesio ¶ 12; Exh. E.) On August 1, 2024, the parties met virtually to continue to discuss
16 the proposed Special Order for Overtime. Undersheriff Perea indicated there were no minimum
17 staffing levels for the Department. Sheriff Corpus stated the Department is hiring more employees
18 and patrol should be fully staffed by the end of August, 2024. (Decl. of Stephen Leonesio ¶ 13; Decl.
19 of Matthew Silano ¶ 7.) On August 3, 2024, Leonesio sent an Overtime Policy proposal to County
20 Human Resources employee Katy Roberts, Undersheriff Perea and Sheriff Corpus. (Decl. of Stephen
21 Leonesio ¶ 14; Exh. F.) On August 4, 2024, County Human Resources employee Katy Roberts sent
22 Leonesio an email indicating the Sheriff's Department rejected our proposal. Leonesio responded
23 clarifying the DSA was rejecting the Sheriff's Department's proposal and requested additional dates
24 to continue the meet and confer process. (Decl. of Stephen Leonesio ¶ 15; Exh. E.) On August 5,
25 2024, the County Undersheriff Dan Perea notified DSA President Tapia with the County's initial
26 unchanged offer regarding the mandatory overtime policy. (Decl. of Carlos Tapia ¶ 7.) The DSA
27 rejected the County's August 5, 2024, offer regarding the mandatory overtime policy and demanded
28 that the County meet and confer before the mandatory policy expired. (Decl. of Carlos Tapia ¶ 8 and

1 9.) The County did not provide a response regarding the DSA’s demand to meet and confer over the
2 mandatory overtime policy and the policy expired on August 7, 2024. (Decl. of Stephen Leonesio ¶
3 16; Decl. of Carlos Tapia ¶ 9 and 10; Decl. of Matthew Silano ¶ 8.) The County refused to negotiate
4 in good faith and failed to exhaust impasse procedures regarding the mandatory overtime policy for
5 sworn DSA members. (Decl. of Carlos Tapia ¶ 11; Decl. of Matthew Silano ¶ 9.) The County did
6 not provide the DSA with advance notice or the opportunity to meet and confer about the change to
7 the mandatory overtime policy. (Decl. of Stephen Leonesio ¶ 29 and 36.)

8
9 **B. County’s August 9, 2024, Interference and Retaliation for Protected Union Activity**

10 On August 8, 2024, the DSA board sent out an email to all DSA members where the DSA
11 board provided information to DSA members regarding the expired mandatory overtime policy, the
12 negotiation history of the mandatory overtime policy, and the DSA board’s position/goals regarding
13 the mandatory overtime policy. (Decl. of Stephen Leonesio ¶ 17; Decl. of Carlos Tapia ¶ 12; Decl.
14 of Matthew Silano ¶ 10; Exh. A.) On August 9, 2024, County Sheriff Christina Corpus (“Sheriff”)
15 sent an email to “All Sheriff’s Personnel” which included over two-hundred County employees.
16 (Decl. of Stephen Leonesio ¶ 18; Decl. of Carlos Tapia ¶ 13; Decl. of Matthew Silano ¶ 11; Exh. B.)
17 The Sheriff states that the August 9, 2024, email was specifically sent to “address any
18 misunderstandings regarding recent communications from the DSA leadership.” (Decl. of Stephen
19 Leonesio ¶ 19; Decl. of Carlos Tapia ¶ 14; Decl. of Matthew Silano ¶ 12; Exhibit B.) In the August
20 9, 2024, email, the Sheriff states that, regarding negotiating a new mandatory overtime policy, the
21 County “made [itself] available, but the urgency was not reciprocated.” (Decl. of Stephen Leonesio
22 ¶ 20; Decl. of Carlos Tapia ¶ 15; Decl. of Matthew Silano ¶ 13; Exhibit B.) The Sheriff’s email also
23 states that “[t]his crisis is the result of years of neglect and inaction” and that the DSA board’s claim
24 to its members that “the overtime policy is flawed ... is a significant misrepresentation.” (Decl. of
25 Stephen Leonesio ¶ 21; Decl. of Carlos Tapia ¶ 16; Decl. of Matthew Silano ¶ 14; Exhibit B.) The
26 Sheriff’s August 9, 2024, email directly communicated to DSA members that the DSA board is
27 misunderstood by the membership, not addressing the staffing issues with urgency, neglecting and
28 failing to take action regarding staffing issues, and misrepresenting information to the membership.

1 (Decl. of Stephen Leonesio ¶ 22; Decl. of Carlos Tapia ¶ 17; Decl. of Matthew Silano ¶ 15; Exhibit
2 B.)

3 **C. County's Unilateral Change to the Minimum Staffing Policy**

4 Over the weekend of August 10 and 11, 2024, the County unilaterally changed the minimum
5 and maximum staffing levels at the Maguire Correctional Facility and Maple Street Correctional
6 Center for sworn DSA members. (Decl. of Stephen Leonesio ¶ 23; Decl. of Carlos Tapia ¶ 18; Decl.
7 of Matthew Silano ¶ 16.) On August 19, 2024, the COUNTY sent a memorandum to all Sheriff's
8 Office Personnel confirming that sworn staff members are required to complete their jail overtime
9 per pay period. (Decl. of Stephen Leonesio ¶ 24; Exh. J.) The policies regarding minimum staffing
10 levels directly control the schedules of DSA members and are mandatory subjects of bargaining.
11 Historically, policies regarding minimum staffing levels were negotiated between the DSA and the
12 County. (Decl. of Stephen Leonesio ¶ 25; Decl. of Carlos Tapia ¶ 19; Decl. of Matthew Silano ¶ 17.)
13 The County did not provide the DSA with advance notice or opportunity to meet and confer about
14 the change to minimum/maximum staffing levels. (Decl. of Stephen Leonesio ¶ 26 and 34; Decl. of
15 Carlos Tapia ¶ 20; Decl. of Matthew Silano ¶ 18.) Over the weekend of August 10 and 11, 2024, the
16 County unilaterally changed the mandatory overtime policy for sworn DSA members. (Decl. of
17 Stephen Leonesio ¶ 27.) The County did not provide the DSA with advance notice or the opportunity
18 to meet and confer about the change to the mandatory overtime policy. (Decl. of Stephen Leonesio
19 ¶ 28.) On August 12, 2024, Leonesio sent an email to County Human Resources employee Katy
20 Roberts, Undersheriff Perea and Sheriff Corpus advising them that he had been informed that the
21 Sheriff's Department had unilaterally changed the minimum staffing levels as well as the overtime
22 process/procedures. Leonesio indicated in my email that the DSA had not agreed to these unilateral
23 changes. Leonesio requested a response from the County and/or Department on whether these
24 changes had, in fact, been implemented. Leonesio did not receive a response from either the County
25 or Department. (Decl. of Stephen Leonesio ¶ 30; Exh. G.) On August 15, 2024, Leonesio sent a
26 follow up email requesting a response to his August 12, 2024 email. Leonesio also requested a
27 response for my information request that he had sent on July 29, 2024. Leonesio also requested
28 additional information that is pertinent to the meet and confer process. (Decl. of Stephen Leonesio

1 ¶ 31; Exh. H.) On August 15, 2024, County Human Resources employee Katy Roberts sent an
2 updated proposal but did not respond to Leonesio’s request about the unilateral changes nor the
3 information requests. (Decl. of Stephen Leonesio ¶ 32; Exh. E.) On August 26, 2024, DSA President
4 Tapia advised Leonesio that San Mateo County Sheriff Captain Fogarty sent an email to members
5 of the Sergeants Association, again indicating the minimum staffing level at one of the jail facilities
6 (MCF) is 35 DSA members. (Decl. of Stephen Leonesio ¶ 33.) On August 26, 2024, On August 26,
7 2024, DSA President Tapia advised Leonesio that the Management of the Sheriff’s Department sent
8 a memorandum to “All Sheriff’s Office Personnel” indicating that DSA members are required to
9 work jail overtime each pay period. (Decl. of Stephen Leonesio ¶ 35.) On August 28, 2024, Leonesio
10 sent a follow-up email to County Human Resources employee Katy Roberts, Undersheriff Perea and
11 Sheriff Corpus asking about the unilateral changes to staffing levels, the unilateral changes requiring
12 employees to sign up for a minimum amount of overtime per pay period, as well as the status of my
13 information requests. To date, Leonesio has not received any responses to these requests. (Decl. of
14 Stephen Leonesio ¶ 37; Exh. I.) The County has frustrated the meet and confer process because it
15 has not provided responses to information requests the DSA submitted. The DSA needs the
16 information to better understand and prepare for the meet and confer process. (Decl. of Stephen
17 Leonesio ¶ 38.)

18
19 **D. County’s August 13, 2024, Interference and Retaliation for Protected Union Activity**

20 On August 13, 2024, the County held a regularly occurring meeting with several
21 administrative personnel and DSA members to discuss emergency staffing policies for the San
22 Mateo County Jail. (Decl. Joseph Fava ¶ 3.) At the August 13, 2024 meeting, there were
23 approximately ten individuals in attendance, including Executive Director of Administration/Chief
24 of Staff Victor Aenlle (“Aenlle”. (Decl. Joseph Fava ¶ 4.) Aenlle is a manager over the DSA
25 members and is a representative of the County. (Decl. Joseph Fava ¶ 5.) During the meeting, when
26 discussing the mandatory overtime policies and negotiations between the County and the DSA,
27 Aenlle directly said to a DSA member in attendance: “... If you aren’t happy with how the [DSA]
28 board is handling the situation, you should encourage the membership to vote them out.” (Decl.

1 Joseph Fava ¶ 6.) In making this comment, those attending the meeting understood Aenlle to be
2 telling the DSA members to recall the current DSA board. (Decl. Joseph Fava ¶ 7.)

3
4 **IV. ARGUMENT**

5 The County violated the Meyers-Milias-Brown Act (“MMBA”) by failing to provide the
6 DSA with advanced written notice or the opportunity to meet and confer over its decision to change
7 the policy regarding minimum staffing levels, which effects the work schedules of DSA members.
8 Additionally, the County violated the MMBA by refusing to meet and confer in good faith over the
9 expiring mandatory overtime policy, which effects the work schedules of DSA members. Lastly, the
10 County interfered with the DSA and its members’ representational rights under the MMBA in two
11 specific instances where the County violated its duty of strict neutrality by engaging in unlawful
12 communications with DSA members, where the County undermined the DSA board and encouraged
13 DSA members to recall the DSA board for engaging in protected union activity.

14 **A. THE COUNTY COMMITTED AN UNFAIR LABOR PRACTICE BY**
15 **UNILATERALLY IMPLEMENTING CHANGES AFFECTING ISSUES WITHIN**
16 **THE SCOPE OF BARGAINING**

17 To prove a unilateral change in violation of the MMBA, the charging party must establish
18 that: (1) the employer took action to change policy; (2) the change in policy concerns a matter within
19 the scope of representation; (3) the action was taken without giving the exclusive representative
20 notice or opportunity to bargain over the change; and (4) the employer took unilateral action to
21 change policy that has a generalized effect and continuing impact on terms and conditions of
22 employment. (*Fairfield-Suisun Unified School District* (2012) PERB Decision No. 2262, citing
23 *Walnut Valley Unified School District* (1981) PERB Decision No.160; *Grant Joint Union High*
24 *School District* (1982) PERB Decision No. 196.)

25 ***1. The Changes in Policy Concerns Matters Within the Scope of Representation***

26 Assignments of overtime and employee work schedules directly relate to hours of
27 employment and are within the scope of representation. (*Salinas Valley Memorial HealthCare*
28 *System* (2017) PERB Decision No. 2524-M, p. 21; *Oakland Unified School 18 District* (1983) PERB

1 Decision No. 367.) Here, the mandatory overtime and minimum staffing policies each dictate how
2 a DSA member’s schedule is and relate to hours of employment. Therefore, each of the policies are
3 within the scope of representation.

4
5 **2. *The County Did Not Provide the DSA Reasonable Advance Notice of the Changes in***
6 ***Policy or Meet and Confer in Good Faith***

7 The County’s failure to provide written notice to DSA prior to changing the minimum
8 staffing policy violated the MMBA. MMBA section 3505 provides in relevant part:

9
10 “Meet and confer in good faith” means that a public agency,
11 or such representatives as it may designate, and representatives of
12 recognized employee organizations, shall have the mutual obligation
13 personally to meet and confer promptly upon request by either party
14 and continue for a reasonable period of time in order to exchange
15 freely information, opinions, and proposals, and to endeavor to reach
16 agreement on matters within scope of representation prior to the
17 adoption of the public agency of its final budget for the ensuing year.
18 The process should include adequate time for the resolution of
19 impasses where specific procedures for such resolution are contained
20 in local rule, regulation, or ordinance, or when such procedures are
21 utilized by mutual consent.

22 The duty to provide reasonable written notice and an opportunity to bargain is the same
23 regardless of whether the parties are bargaining over a decision or the impacts and effects of a
24 managerial action. (*Santa Clara District Correctional Peace Officers’ Association* (2013) PERB
25 Decision No. 2321-M, p. 21-23.) PERB has held that “when an exclusive representative first learns
26 of a change after the employer’s decision has been made, by definition, there has been inadequate
27 notice.” (*Modoc County Office of Education* (2019) PERB Decision No. 2684.)

28 Here, the County unilaterally implemented the change to the minimum staffing policy
regarding DSA bargaining unit assignments. The County failed to provide the DSA with any
advance notice of its intent to change the minimum staffing policy. The County’s failure to notify
DSA of the change violates the Meyers-Milias-Brown meet and confer notice requirement. (Gov.
Code, § 3504.5.) As discussed above, the County’s decision to adjust minimum staffing levels is

1 within the scope of representation. Therefore, as a recognized employee organization within the
2 meaning of Government Code section 3501(c) and PERB Regulation 32016(a), the County had a
3 duty to provide the DSA reasonable advance notice of any changes before implementation. (Gov.
4 Code, § 3501(c) and 3504.5; PERB Regulation 32016(a).) The County did not provide reasonable
5 advance notice to the DSA about the change in the minimum staffing levels. While, during a meet
6 and confer in July 2024 about mandatory overtime, the County briefly mentioned the need to address
7 the minimum staffing policy, the DSA only became aware of the actual change made to the minimum
8 staffing policy after the County had already made the decision to change the policy. Further, the
9 actual change the County made to the minimum staffing policy or when it would be implemented
10 was never discussed or disclosed to the DSA until the change was already implemented. Thus, the
11 County failed to provide the DSA advance written notice as required by Government Code section
12 3504.5 and committed an unfair labor practice.

13 Moreover, the County did not declare impasse or allow sufficient time to exhaust impasse
14 procedures before implementing the minimum staffing policy. Meeting and conferring on the
15 implementation and effects of a decision must allow enough time to complete negotiations, including
16 impasse procedures, before implementing. (*National Union of Healthcare Workers v. Salinas Valley*
17 *Memorial Healthcare System* (2012) PERB Decision No. 2298-M.) Under the EERR, impasse
18 requires an impasse meeting between the parties, a writing identifying the issues at impasse and a
19 fact finding. The County did not exhaust impasse procedures or even declare impasse before
20 implementing the changes. Therefore, the County failed to allow sufficient time for the parties to
21 meet and confer in good faith and exhaust impasse procedures over the impacts and effects of its
22 decision to change the minimum staffing policy.

23 Likewise, the County did not negotiate in good faith or exhaust impasse procedures
24 regarding the mandatory overtime policy. As discussed above, while the County and the DSA had
25 met several times to negotiate the mandatory overtime schedule, on August 1, 2024, the DSA and
26 the County met and conferred to negotiate about the mandatory overtime policy, which ended with
27 the County refusing to negotiate further and leaving without exhausting impasse procedures. (Decl.
28 of Matthew Silano ¶ 7.) Several days after the County walked away from the negotiation table, the

1 County re-presented its initial unchanged offer regarding the mandatory overtime policy, which the
2 DSA rejected and demanded that the County meet and confer before the mandatory policy expired.
3 (Decl. of Carlos Tapia ¶ 7, 8 and 9.) However, the County did not provide a response regarding the
4 DSA's demand to meet and confer over the mandatory overtime policy and the policy expired on
5 August 7, 2024. (Decl. of Stephen Leonesio ¶ 15 and 16; Decl. of Carlos Tapia ¶ 9 and 10; Decl. of
6 Matthew Silano ¶ 8; Exh. E.) Therefore, the County failed to meet and confer in good faith and
7 exhaust impasse procedures over the impacts and effects of the change to the mandatory overtime
8 policy.

9 Accordingly, the County's change to the minimum staffing policy and mandatory overtime
10 policy is a mandatory subject of bargaining. The County's failure to provide written notice to and/or
11 engage in the bargaining process with the DSA over the changes in minimum staffing and mandatory
12 overtime policies accordingly constitute unfair labor practices in violation of the MMBA.

13 **B. THE COUNTY UNILATERALLY INTERFERED WITH REPRESENTATION**
14 **RIGHTS GUARANTEED UNDER MMBA SECTIONS 3502 AND 3503.**

15 Under sections 3502 and 3503, the County has a duty to not interfere with the DSA's right
16 to represent its members and not to interfere with the members' right to be represented by the DSA.
17 (Gov. Code, §§ 3502-3503.)

18 Section 3502 provides in relevant part:

19 Except as otherwise provided by the Legislature, public employees
20 shall have the right to form, join, and participate in the activities of
21 employee organizations of their own choosing for the purpose of
representation on all matters of employer-employee relations.

22 Section 3503 provides in relevant part:

23 Recognized employee organizations shall have the right to represent
24 their members in their employment relations with public agencies.

25 The DSA has a right to the County's performance of its duty under Government Code
26 sections 3502 and 3503. (*Id.*) The County's unilateral action circumvents the DSA's right to
27 represent its members in matters within the scope of representation. Likewise, the County violates
28 the members' rights to be represented. The County's unilateral action runs counter to the purposes

1 of the MMBA to promote full communication and improve employer-employee relations. (*People*
2 *ex rel. Seal Beach Police Officers Association v. City of Seal Beach* (1984) 36 Cal.3d 591, 596.)
3 Thus, the County violated sections 3502 and 3503.

4 **C. THE COUNTY VIOLATED ITS DUTY OF STRICT NEUTRALITY AND**
5 **ENGAGED IN UNLAWFUL INTERFERENCE WITH DSA MEMBERS AND**
6 **THEIR REPRESENTATIVES.**

7 An employer and its agents are prohibited from interfering with, intimidating, restraining,
8 coercing, or discrimination against DSA members and representatives because of their exercise of
9 rights under the MMBA. (Gov. Code, § 356.5(a)(b).) Further, an employer and its agents cannot
10 dominate or interfere with the formation *or administration* of any employee organization. (Gov.
11 Code, § 3506.5(d).)

12 The Sheriff's August 9, 2024, department-wide email (Exhibit B) that was in response to
13 the DSA's August 8, 2024 email to all members, undermines the DSA's leadership and trust with its
14 members by alleging that the DSA leadership is: misunderstood by the membership, not addressing
15 the staffing issues with urgency, neglecting and failing to take action regarding staffing issues, and
16 misrepresenting information to the membership. (Decl. of Stephen Leonesio ¶ 22; Decl. of Carlos
17 Tapia ¶ 17; Decl. of Matthew Silano ¶ 15; Exhibit B.) The Sheriff's email has the clear goal and
18 impact of creating distrust between the DSA members and the DSA board. This is evidence that the
19 Sheriff's conduct is interfering with the DSA concerted activities.

20 Additionally, at the County meeting on August 13, 2024, Aenlle attempted to coerce the
21 DSA members in attendance to recall the DSA board. (Decl. Joseph Fava ¶ 6.) Aenlle is a high-level
22 manager who has authority over the DSA members who attended the meeting. Aenlle's comment
23 was to a DSA member and was directly in response to how the DSA leadership was engaging the
24 protected activity of negotiating regarding the mandatory overtime policy. Aenlle's comment has the
25 clear goal and impact of creating pressure from the employer upon the DSA membership to work
26 against the DSA leadership who were only the duly elected/re-elected in July 2024. This is evidence
27 that Aenlle's comment is interfering with the DSA concerted activities.

28 ///

D. THE COUNTY RETALIATED AGAINST THE DSA BASED ON PROTECTED ACTIVITY.

Both the Sheriff's and Aenlle's communications are retaliatory. A prima facie case of retaliation is proven where (1) the employee/union engaged in protected activity; (2) the persons who made the decision that resulted in harm were aware of the protected activity; and (3) there is a nexus between the employer's conduct and the exercise of a protected right, resulting in potential harm to that right. (*Novato Unified School District* (1982) PERB Decision No. 210.)

Relating to Aenlle's communication, the DSA leadership is engaging in protected activity by negotiating as the exclusive bargaining representative for the membership. As an agent of the County, Aenlle's communication regarding a protected DSA activity of negotiating on behalf of the membership harms the DSA by undermining the negotiation process. Further, Aenlle's attempt to coerce the DSA members into recalling the DSA board so that new DSA leadership which might be more favorable for the County to negotiate with, might be elected is a brazen and horrific violation of the MMBA where the County is clearly retaliating against and attempting to control the DSA.

V. CONCLUSION

Based on the foregoing, the DSA has established the County committed unfair labor practices by unilaterally by changing the minimum staffing policy and refusing to negotiate the expiring mandatory overtime policy which violated the DSA and members' representational rights. Further, the DSA has established the County interfered with protected rights of the DSA members and representatives through coercion and undermining. The DSA has also established the County retaliated against the DSA and its elected officials on the basis of protected activity.

VI. REMEDY REQUESTED

For the forgoing reasons, DSA respectfully requests PERB:

- 1) Issue a Complaint against the County for refusing to meet and confer in good faith over the decision and impacts and effects of the decision to increase minimum staffing for the DSA member assignments in violation of Government Code section 3505 and PERB Regulation 32603(c);


///

- 1 2) Issue a Complaint against the County for refusing to meet and confer in good faith over
- 2 the decision and impacts and effects of the decision regarding mandatory overtime for
- 3 the DSA member assignments in violation of Government Code section 3505 and PERB
- 4 Regulation 32603(c);
- 5 3) Issue a Complaint against the County for failing to exhaust impasse procedures in
- 6 violation of Government Code section 3507;
- 7 4) Issue a Complaint against the County for interfering with the rights of bargaining unit
- 8 employees to be represented by the DSA in violation of Government Code sections 3502,
- 9 3503, 3506 and 3506.5(a);
- 10 5) Issue a Complaint against the County for unlawfully interfering with the DSA members'
- 11 rights under Government Code sections 3502, 3506.5(a), and PERB Regulations
- 12 32603(a).
- 13 6) Issue a Complaint against the County for unlawfully interfering with the DSA members'
- 14 rights under Government Code sections 3503, 3506.5(b) and (d), and PERB Regulation
- 15 32603(b) and (d).
- 16 7) Issue a Complaint against the County for retaliating against the DSA under Government
- 17 Code sections 3502.1, 3506, 3506.5(a), and PERB Regulation 32603(a).
- 18 8) Order the County to cease and desist from engaging in said unlawful conduct in violation
- 19 of the MMBA;
- 20 9) Issue a notice posting reflecting the unlawful conduct committed by the County;
- 21 10) Grant attorney fees at the appropriate lodestar rate; and
- 22 11) Issue any other remedies that would effectuate the purposes of the MMBA.

23
24
25 DATED: August 30, 2024

Respectfully Submitted:

MASTAGNI HOLSTEDT, A.P.C.



GARRETT R. PORTER, ESQ.
Attorney for Charging Party

PERB Received
08/30/24 17:46 PM

EXHIBIT A

PERB Received
08/07/24 11:46 PM



Member Login

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[Home](#) [Emailings](#)

Date: 8/8/2024
Subject: Mandatory Overtime
From: Eliot I Storch



DSA Members,

On 08/07/2024, the mandatory overtime policy expired. This means that, starting today, all previous rules regarding mandatory OT are no longer in effect. You must follow all other policies that relate to overtime. We want to inform you how this happened, and what the DSA is doing about it.

How this happened:

The original policy expired on 07/06/2024. Unbeknownst to the DSA Board, Admin had created a brand new policy that they presented to the DSA. This policy was highly flawed and had several changes that would have negatively affected DSA members. Among those flaws was raising the mandatory number of hours in the jail from 12 hours to 18 hours and removing exemptions for court and training. Naturally, the DSA Board did not agree to these changes. The existing policy was extended and discussions between the DSA and Admin were held. No agreement was reached during those discussions.

A "meet and confer" was held. Meet and confer refers to the legal requirement that a public agency and unions have to meet and openly discuss matters within the scope of representation (for example, working conditions and mandatory overtime). During this process, the DSA gave a counter-offer. The DSA agreed to raise the amount of jail OT from 12 hours to 18 hours, however the DSA also said the total amount of OT should be lowered to 18 hours from 24 hours due to safety concerns of members working too much. Admin has rejected those changes. We have requested to continue to meet over the proposed policy but do not have any additional meetings scheduled yet.

Help

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08/30/24 17:46 PM

What the DSA is doing:

The DSA is working with the OSS, and asking that they still respect seniority and the number of hours worked, as well as using the minimum and maximum numbers when considering when to mandatory people in.

What you can do:

Per Lexipol policy 1021.3.1, supervisors can order personnel to work OT "when they believe conditions exist that require such measures." However, personnel can be excused by the ordering supervisor for good cause. DO NOT disobey orders (a concerted refusal to work OT could be a violation of the "no strike" provision of our MOU). However, we DO encourage people to be open with their sergeants about conflicts if they are ordered to work. Tell them about childcare issues, pre-planned and pre-paid events, and so on. If you are ordered in and you notify the sergeant of a conflict, and are still told to work, you must obey the direct order and work. If this does occur, please contact a DSA Board member ASAP.

We all know we are short-handed and there are many vacant positions throughout the Office. We need to continue to look out for each other and help where we can. We can only get through this if we continue to work as a team. Let's continue to sign up for OT when and where we can. No one wants to be mandated to work.

We also want to emphasize taking care of yourself. It can be a challenge when there's so much overtime, but it's essential. Please take a look at the link below for programs the County offers, and try and find something that can be beneficial for you. Also note that, per County HR, wellness programs are to be conducted on County time with supervisor approval. If we have to be here a lot, we should spend some of that time taking care of ourselves!

<https://www.smcgov.org/hr/about-employee-wellness-work-life-services-program>

Lastly, please know that we are working hard to try and fix this. As always, don't hesitate to contact us if there are questions or concerns.

Thank you,

The DSA Board

San Mateo County Deputy Sheriff's Association
2421 Broadway Street
Redwood City CA 94063
650-261-1081



[Return to Previous Page](#)



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EXHIBIT B



PERB Received
08/30/24 17:46 PM

SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

DATE: August 9, 2024
TO: All Sheriff's Personnel
FROM: Christina Corpus, Sheriff
SUBJECT: A Message from the Sheriff

I am writing to address any misunderstandings regarding recent communications from the DSA leadership. As your Sheriff, my top priority is your safety and well-being. I bring a unique perspective to this role, being the first Sheriff in several administrations to have risen through the ranks, starting in corrections. I understand the challenges with corrections, the demands, and the needs of this job because I've lived them.

While the overtime policy has recently expired, I want to emphasize that the executive team and I made every effort in good faith to find a reasonable solution. We made ourselves available, but the urgency was not reciprocated. Addressing the staffing crisis has been a central focus since I took office. This crisis is the result of years of neglect and inaction, but we have made significant strides. Over the past year and a half, we have recruited 110 new employees who will significantly contribute to the staffing crisis—a feat unprecedented in the history of our office.

Let me be clear: I am your Sheriff. You are, first and foremost, an employee of the Sheriff's Office, and I am fully committed to your safety and well-being. I take this responsibility seriously, and my actions reflect that. From new wellness programs and family days to providing access to therapists, I have consistently prioritized your well-being.

However, we cannot continue to operate corrections at unsafe staffing levels. We must remember that our core function as a sheriff's office is corrections. An internal audit by the payroll department revealed that 106 employees are either not contributing to the minimum overtime requirements or are working substantial overtime without supporting the essential needs of corrections. This is unacceptable.

We must all contribute. It is unfair for a few to shoulder the burden while others choose their overtime based on preference rather than need. This is not who we are, and it sends the wrong message.

CONFIDENTIAL

For San Mateo County Sheriff's Office Internal Use Only

There have been claims that the overtime policy is flawed, but this is a significant misrepresentation. In the spirit of transparency, I am making the proposed policy available for your review. The core requirement of 24 hours, which has been in place for over five years, remains unchanged. The only adjustment was a modest increase from 12 to 18 hours (A shift of 6 hours to meet the safety needs) dedicated to corrections, where there's a clear and substantial need.

Additionally, we removed the loopholes that allowed individuals to disregard the safety needs associated with corrections. Members of the DSA leadership acknowledged and confirmed this flaw of the previous policy, stating that the policy had "no teeth." The conditions in corrections are serious and require our full support. Recently, an employee was rushed to the hospital due to exposure to a dangerous drug, and we have seen an increase in confrontations with the incarcerated population.

The root cause of these incidents is inadequate staffing. The composition of our correctional facilities has evolved. We now house state prisoners, a significant number of individuals suffering from mental illness, and those battling drug and alcohol addiction. Simply meeting minimum standards is not sufficient. We must implement safe staffing levels that allow our employees to take proper breaks and receive the relief they desperately need. I know firsthand what it's like to work a POD without anyone to relieve you. That's why I am advocating so strongly for your safety and well-being.

To those who have been doing their part, thank you. I also extend my gratitude to your families, and I know your colleagues are thankful as well. This is about working together, not against one another.

The Overtime Policy was a temporary measure, lasting only three months (with an option for review after 60 days), and it included just six additional hours for corrections to address our most pressing needs. It did not increase the longstanding 24-hour requirement. This isn't about words—it's about actions. If we all agree that safety is our primary goal, then there should be no argument against dedicating additional hours where they are most needed to ensure the safety of our employees.

In closing, I pledge that I will not allow politics or other interests to compromise your safety. As I've said before, every decision I make is guided by how it will affect you—the most valuable asset of this office. Many involved in these discussions lack experience in corrections or have not served in this office for years. We currently have over sixty employees in training, representing much-needed relief in the near future. Soon, the staffing crisis will be a thing of the past, thanks to your dedication and commitment.

Thank you for your continued support and service. Your contributions do not go unnoticed.

Sheriff Corpus

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08/30/24 17:46 PM

EXHIBIT C

PERB Received
08/30/24 17:46 PM

From: [Stephen D. Leonesio](#)
To: [Katy Roberts](#); [Carlos Tapia](#); [Daniel Perea](#); [Hector Acosta](#); [Jeffrey Carr](#); [Matthew Silano](#)
Cc: [Sean D. Currin](#)
Subject: RE: Special Order OT Revision
Date: Tuesday, July 23, 2024 12:56:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Katy,

We are available virtually on the following dates and times; after 3pm on the 29th, after 1pm on the 30th, after 1pm on August 7th. Please let me know if meeting virtually on any of these dates works for you and your team. As far as what we want to meet and confer over, I received the proposed policy from Carlos yesterday and noticed the policy is definitely different from the current policy, as there is one less page. However, the proposed policy that I received does not show the redlined changes, so I will find time in the next couple of days to identify what the changes are. Once I do that, I will let you know of any issues and/or questions that we have with the proposed policy.

Thank you,

Stephen D. Leonesio | Managing Labor Relations Consultant

MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

Cell: (916) 790-7646

www.mastagni.com

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From: Katy Roberts <kroberts@smcgov.org>

Sent: Monday, July 22, 2024 11:54 AM

To: Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Daniel Perea <dperea@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>

Cc: Sean D. Currin <scurrin@mastagni.com>

Subject: RE: Special Order OT Revision

CAUTION: External Email.

Good Morning,

The Sheriff's Office is going to extend the current special order regarding overtime until August 7, 2024 in order to provide time for us to schedule a meeting.

We remain available tomorrow July 23, 2024 to meet, however we are unavailable Wed July 24 and Thurs July 25.

PERB Received
08/30/24 17:46 PM

Can you please provide your availability for either tomorrow or other dates (except 7/24 and 7/25)?

In addition, can you please identify what you believe to be the bargainable issue(s) in this new special order? The number of required OT hours has not changed, and where OT is offered and needed is at the discretion of the Sheriff's Office based on their evaluation of staffing shortages/business need.

Thank you,
Katy

From: Stephen D. Leonesio <sleonesio@mastagni.com>

Sent: Friday, July 19, 2024 3:48 PM

To: Katy Roberts <kroberts@smcgov.org>; Carlos Tapia <ctapia@smcgov.org>; Daniel Perea <dperea@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>

Cc: Sean D. Currin <scurrin@mastagni.com>

Subject: RE: Special Order OT Revision

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Hi Katy,

As you know, the law is very clear and this proposed change may not occur until either an agreement between the parties has been reached or all impasse procedures, as outlined in the MMBA, have been exhausted. In addition, the case law is also clear what an emergency is and when an employer can bypass their obligation to meet and confer prior to implementing a change in scheduling, and this is not one of those circumstances. The Department has known about their staffing shortages for years. In fact, the DSA and Department met and conferred for the Special Order that you indicate is going to expire, showing how long the Department has known about their staffing issues. It is unfortunate that the Department waited until the last minute to revisit this issue, however, because of the Department's failure to act during the temporary Special Order does not make this issue an emergency as described under the law. Therefore, the DSA is putting the Department and County on notice that there shall be no changes to current staffing and/or scheduling until there is either an agreement between the parties or until all impasse procedures are met, after the mandated meet and confer process.

I am not available on Monday, since this, again, was a last minute request. However, if you and your team send me some other dates and times that you are available, I will let you know what works for my team.

Feel free to reach out to me should you have any questions or if you would like to discuss this issue further.

Thank you

Stephen D. Leonesio | Managing Labor Relations Consultant

□ MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

Cell: (916) 790-7646

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From: Katy Roberts <kroberts@smcgov.org>

Sent: Friday, July 19, 2024 3:34 PM

To: Carlos Tapia <ctapia@smcgov.org>; Daniel Perea <dperea@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>

Cc: Stephen D. Leonesio <sleonesio@mastagni.com>

Subject: RE: Special Order OT Revision

CAUTION: External Email.

Hi there,

The Special Order that was previously extended for 2 weeks now expires on Monday July 22, 2024 at midnight. I have discussed the staffing situation with the Sheriff's Executive Team, and the staffing in Corrections is at a critical level which necessitates implementing the new special order with the new parameters focused on Corrections.

To this end, we are requesting to schedule this meeting for Monday morning, at any time that works for DSA and OSS to further discuss the concerns and attempt to resolve them. We can schedule the meeting in person or via Teams, depending on availability.

The new Special Order is scheduled to begin on Tuesday July 23, 2024. If we are unable to meet prior to the expiration of the current Special Order, the Sheriff's Office remains willing to meet and confer over the concerns and evaluate the new Special Order, but will move forward with the new Special Order while we continue to discuss, in order to maintain safe staffing levels.

Please let me know if you are available for a meeting on Monday and the times that will work best for your teams.

Thank you,

Katy

From: Carlos Tapia <ctapia@smcgov.org>
Sent: Thursday, July 18, 2024 12:09 PM
To: Daniel Perea <dperea@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>
Cc: Katy Roberts <kroberts@smcgov.org>
Subject: Re: Special Order OT Revision

Hello Sir,

Again thank you for listening and having a discussion with the DSA & OSS on the Special Order OT Revision. I have contacted HR (Katy Roberts) and I have requested a meet & confer to have further discussions on this matter.

Thank you,

Deputy Carlos J. Tapia #1075
San Mateo County Sheriff's Office
Transportation/ Court Security
ctapia@smcgov.org
650-784-1931

From: Daniel Perea <dperea@smcgov.org>
Sent: Wednesday, July 17, 2024 3:08 PM
To: Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>
Subject: Special Order OT Revision

Good afternoon,

Thank you for the opportunity to sit down for lunch with all of you on Monday. I am writing to follow up on our discussion regarding the Special Order for the Overtime Policy. I heard your concerns and questions regarding this necessary revision to the existing Special Order.

In response to the issues raised:

1. This revised Special Order is issued to address a current staffing hour availability shortage and will be in effect for 90 days. Although I understand "double overtime" would be well received, it is neither available nor viable. This is not an opportunity to negotiate for additional financial incentives.

2. The 24 hours of overtime are delineated in the order as 18 hours in corrections and 6 hours in patrol. Members may work all 24 hours in corrections if they wish. Only these hours meet the special order requirements.
3. “Bumping” by Sgts of Deputy Sheriffs from specific or preferred assignments is possible. However, this is an opportunity for all Sgts to lead by exemplifying “People First. Service Above Self.” Their leadership actions will inspire participation and contribution by our entire team.

This revised Special Order will be in effect for only 90 days. I will monitor the efficacy of our personnel’s response and evolving staffing resources. The successful completion of training by 60 of our newest personnel should offer a positive contribution to addressing our staffing need over the next few months.

Thank you.

Dan Perea

Undersheriff

San Mateo County Sheriff’s Office



330 Bradford Street, 5th Floor

Redwood City, CA 94063

650.363-4025 desk

650.649.8610 cell

<http://www.smcsheriff.com>

DIGNITY ★ COMPASSION ★ RESPECT

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08/30/24 17:46 PM

EXHIBIT D



Minimum Staffing and Maximum Staffing Levels for San Mateo County Sheriff's Office Correctional Facilities.

MAGUIRE CORRECTIONAL FACILITY

MCF Minimum Staffing of 26 Sworn Staff on Dayshift
MCF Maximum Staffing of 28 Sworn Staff on Dayshift (Sun-Thurs)
MCF Maximum Staffing of 32 Sworn Staff on Dayshift (Fri-Sat)

MCF Minimum Staffing of 25 Sworn Staff on **Nightshift**
MCF Maximum Staffing of 27 Sworn Staff on **Nightshift** (Sun-Thurs)
MCF Maximum Staffing of 30 Sworn Staff on Nightshift (Fri- Sat)

MAPLE STREET CORRECTIONAL CENTER

MSCC Minimum Staffing of 21 Sworn Staff on Dayshift
MSCC Maximum Staffing of 23 Sworn Staff on Dayshift

MSCC Minimum Staffing of 16 Sworn Staff on **Nightshift**
MSCC Maximum Staffing of 20 Sworn Staff on **Nightshift**

After speaking to many veteran sworn staff members and collecting line-level Supervisory input, these were the minimum/maximum numbers recommended to allow each facility and shift to properly staff all current functions adequately and allow for proper relief of staff members. It is recommended that the DSA move forward in presenting this to the current SMCSO administration for review and approval. The minimum number may change based on inmate population.

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EXHIBIT E

PERB Received
08/30/24 17:46 PM

From: [Stephen D. Leonesio](#)
To: [Katy Roberts](#); [Carlos Tapia](#); [Hector Acosta](#); [Jeffrey Carr](#); [Matthew Silano](#); [Daniel Perea](#)
Cc: [Christina Corpus](#)
Subject: RE: SO/DSA/OSS Meeting re: Special Order
Date: Monday, August 19, 2024 12:01:00 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Hi Katy,

Could you please let me know why the Department is still requiring overtime signups for patrol in their proposed overtime policy? During our meeting on July 29th, the Sheriff indicated that patrol would be fully staffed in August. We all understand that even with a fully staffed patrol, there will be some vacancies due to vacations, sick leave and injuries, but we don't understand how this would justify making every employee sign up for an additional 6 hours of overtime each pay period.

Thank you,

Stephen D. Leonesio | Managing Labor Relations Consultant

MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department
1912 I Street, Sacramento, CA 95811

Cell: (916) 790-7646

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From: Katy Roberts <kroberts@smcgov.org>

Sent: Friday, August 16, 2024 4:16 PM

To: Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Hi Stephen,

The number of hours for those on a 4/10 and 9/80 are per month (like the 5/8). I neglected to put that in my summary but in the originally proposed revised special order, it is listed under the "exemptions" section.

Thank you,

Katy

PERB Received
08/30/24 17:46 PM

From: Stephen D. Leonesio <sleonesio@mastagni.com>
Sent: Friday, August 16, 2024 3:43 PM
To: Katy Roberts <kroberts@smcgov.org>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>
Cc: Christina Corpus <CCorpus@smcgov.org>
Subject: RE: SO/DSA/OSS Meeting re: Special Order

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Hi Katy,

Could you please tell me if the amount of overtime listed for the employees working 4/10 and 9/80 schedules is per month or pay period? The reason I am asking is because it states the hours for 12 hour shifts is per pay period and the hours for 5/8 schedules is per month.

Thank you,

Stephen D. Leonesio | Managing Labor Relations Consultant

MASTAGNI HOLSTEDT, A.P.C.
Labor and Employment Department
1912 I Street, Sacramento, CA 95811
Cell: (916) 790-7646
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From: Katy Roberts <kroberts@smcgov.org>
Sent: Thursday, August 15, 2024 6:45 PM
To: Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>
Cc: Christina Corpus <CCorpus@smcgov.org>
Subject: RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Hi Stephen,

I spoke to the Sheriff this afternoon, and she would like to offer the following counterproposal on the Special OT Order:

The request is that staff sign up for 24 hours per pay period for OT, with 18 hours being in

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08/30/24 17:46 PM

Corrections/Court Security/Transportation. The other 6 hours can be in any capacity (including training, their own units, etc).

Those on 5/8 schedules- minimum of 20 hours of OT per month, with 10 being in Corrections/Court Security Transportation.

Those on 4/10 or 9/80- total of 24 hours of OT with a minimum of 12 being in Corrections/Court Security/Transportation.

Added exemption that those required to work special events or court or mandatory training will receive credit for those hours.

Revisit the special order in 60 days at which time we can discuss staffing, trainees being cleared, and discuss the progress of the scheduling software.

Please let me know if you have any additional questions.

Thank you,

Katy

From: Stephen D. Leonesio <sleonesio@mastagni.com>

Sent: Sunday, August 4, 2024 2:12 PM

To: Katy Roberts <kroberts@smcgov.org>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

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Hi Katy,

Thank you for getting back to me earlier today. We thought our proposal was a reasonable compromise to reach an agreement before the County's self-imposed deadline of Monday the 5th. Unfortunately, the DSA is not willing to accept the County's current proposal. Will you please provide some dates/times when you and your team are available so that we can continue the meet and confer process.

Thanks again,

Stephen D. Leonesio | Managing Labor Relations Consultant

MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

Cell: (916) 790-7646

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the e-mail and any attachments from your system. Thank you.

From: Katy Roberts <kroberts@smcgov.org>

Sent: Sunday, August 4, 2024 10:27 AM

To: Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Hi Stephen,

Thank you for sending the proposal. At this time, the Sheriff's Office continues to need 24 hours of OT from staff in order to operate safely. They do see relief in sight with trainees completing training, so they are willing to revisit the 24 hours in 60 days.

The request is that staff work 24 hours of OT with at least 18 in Corrections/Court Security/Transportation.

Those on 5/8 schedules- minimum of 20 hours of OT per month, with 10 being in Corrections/Court Security Transportation.

Those on 4/10 or 9/80- total of 24 hours of OT with a minimum of 12 being in Corrections/Court Security/Transportation.

Added exemption that those required to work special events or court or mandatory training will receive credit for those hours.

Revisit the special order in 60 days (October 6, 2024) at which time we can discuss staffing, trainees being cleared, and discuss the progress of the scheduling software.

Please let me know if you have any additional questions.

Thank you,

Katy

From: Stephen D. Leonesio <sleonesio@mastagni.com>

Sent: Saturday, August 3, 2024 9:55 AM

To: Katy Roberts <kroberts@smcgov.org>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

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Happy Saturday everyone,

I apologize for sending this later than we had all hoped. However, I think this counterproposal will work to address the needs of both the Department and the Association. The DSA is also interested in revisiting the overtime issues once the tracking software is in place and there is enough data to analyze whether or not this Special Order needs to be tweaked. Please review the attached document and let me know if you have any questions or would like to discuss further. I know the Department would like to have this Special Order take effect on Monday so I can make myself available this weekend to meet if we need to.

Thanks,

Stephen D. Leonesio | Managing Labor Relations Consultant

□ MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

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From: Katy Roberts <kroberts@smcgov.org>

Sent: Friday, August 2, 2024 10:02 AM

To: Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Good Morning,

Per our discussion in the meeting yesterday, the Sheriff's Office has agreed to and added the additional exemption (highlighted in the attached) to the special order that we discussed.

Please let us know if you have additional questions.

Thank you,

Katy

From: Stephen D. Leonesio <sleonesio@mastagni.com>

Sent: Monday, July 29, 2024 5:07 PM

To: Katy Roberts <kroberts@smcgov.org>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

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Subject: RE: SO/DSA/OSS Meeting re: Special Order

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Yes, that works. Thank you

Stephen D. Leonesio | Managing Labor Relations Consultant

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From: Katy Roberts <kroberts@smcgov.org>

Sent: Monday, July 29, 2024 5:00 PM

To: Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Thank you Stephen. We will work on getting the information to you as soon as possible.

We are available on Thursday at 8:30 am if that still works for you.

Thank you,

Katy

From: Stephen D. Leonesio <sleonesio@mastagni.com>

Sent: Monday, July 29, 2024 4:57 PM

To: Katy Roberts <kroberts@smcgov.org>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

Cc: Christina Corpus <CCorpus@smcgov.org>

Subject: RE: SO/DSA/OSS Meeting re: Special Order

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Hello everyone,

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Thank you for the discussion today. As I mentioned during our meeting, I have a items that I would like additional information on. First, could you tell me how many employees have been mandated to work overtime, per month, from January 2024 through June 2024. Second, could you provide some additional information or guidelines as to the minimum and maximum number of employees for each Corrections facility/unit as well as for Court Security/Transportation Unit. I understand these numbers can fluctuate based on many factors, but I also understand that there is a minimum number of employees that must staff each facility/unit for it to operate safely. I also understand there is generally a maximum number of employees at each facility/unit that, if staffed, would not be efficient. Please let me know if you need additional information regarding this request.

Thank you,

Stephen D. Leonesio | Managing Labor Relations Consultant

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-----Original Appointment-----

From: Katy Roberts <kroberts@smcgov.org>

Sent: Wednesday, July 24, 2024 9:24 AM

To: Katy Roberts; Stephen D. Leonesio; Carlos Tapia; Hector Acosta; Jeffrey Carr; Matthew Silano; Daniel Perea

Cc: Christina Corpus

Subject: SO/DSA/OSS Meeting re: Special Order

When: Monday, July 29, 2024 3:00 PM-4:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Microsoft Teams Meeting

CAUTION: External Email.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 248 085 198 806

Passcode: prDQTX

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For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



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EXHIBIT F

| | | |
|--|--|-------------------------------------|
| San Mateo County Sheriff's Office Special Order <i>CHRISTINA CORPUS, SHERIFF</i> | SECTION: 2024-01 | PAGE 1 OF 4 |
| | RELATED STANDARDS: LEXIPOL POLICY 1021.1 | |
| | ISSUE DATE: 12-1-14 | REVISION DATE: 7-7-24 |
| CHAPTER: REVISED SPECIAL OVERTIME POLICY/MANDATORY OVERTIME | SUBJECT: DUTY HOURS | |

PURPOSE

This Special Order provides clear guidance on overtime requirements and sets parameters for when employees are mandated to perform overtime. It revises the April 25th, 2023 Special Order to clarify its meaning without adding new requirements or obligations. This comprehensive policy ensures clarity, fairness, and efficiency in managing overtime and staffing needs.

This Special Order will go into effect Monday, August 5, 2024, at 0001 hours and will remain in effect through Tuesday, November 5, 2024, at 2359 hours unless otherwise modified.

BACKGROUND

Maintaining adequate staffing in core service areas (Patrol, Corrections, and Court Security/Transportation) often requires mandating employees to work on scheduled days off. Voluntary overtime sign-ups are encouraged to prevent last-minute involuntary holdovers or mandated overtime. Staff should aim to sign up for 18 hours of overtime per pay period, in Corrections and Court Security/Transportation.

POLICY

This Special Order establishes guidelines for voluntary and mandatory overtime:

- **Voluntary Overtime:** All Sergeants, Deputy Sheriffs, and Correctional Officers are strongly encouraged to sign up for 18 hours of overtime per pay period in Corrections and Court Security/Transportation. Volunteers will not be subject to mandatory overtime.**
- **Modification:** This Special Order can only be modified with the Sheriff and Undersheriff's approval.

OVERTIME SIGN-UP PROCEDURE

Monthly voluntary overtime sign-ups will be completed based on Sheriff's Office seniority (most senior to least senior).

MANDATING STAFF TO WORK OVERTIME

Mandatory overtime is used only when staffing levels fall below the minimum required for safe, effective operations. The process for mandating overtime will be done by reverse seniority (newest hire to most senior hire).

- **Exemptions:**
 - Employees who have worked a minimum of 18 hours in corrections or Court Security/Transportation.
 - Employees in assignments with a 5/8 (i.e., Bailiffs, etc.) who have worked 18 hours of overtime per month with a minimum of 9 hours per pay period in Corrections or Court Security/Transportation.
 - Employees in assignments with a 4/10 or 9/80 schedule (i.e., Investigations, etc.) who have worked 18 hours of overtime per month with a minimum of 9 hours per pay period in Corrections or Court Security/Transportation.
 - Employees who are required to work special events in their assigned bureau, or are required to appear in court or required to attend mandatory POST or SCT training, will receive credit for the hours worked.

MANDATE PROCESS

1. **Notification:** Supervisors will first notify staff of open shifts via email, phone calls, text messages, etc., allowing for voluntary overtime. They will give staff as much advance notice as possible based on the circumstances.
2. **Exhaustion of Voluntary Options:** If voluntary sign-ups are insufficient, supervisors will mandate overtime using a seniority list accessible in SharePoint.
3. **Communication:** Supervisors will communicate mandates via official email with specific needs.
4. **Seniority List:** Mandates will be completed by the seniority of each team, not just each division. The seniority list will cycle continuously, pausing and resuming as necessary to ensure fair distribution.

Additional Exemptions:

- **25+ Years of Service:** Employees with 25+ years of service who have worked 12 hours of overtime per pay period in a core position are exempt from mandatory overtime.**
- **Undercover Assignments:** Employees in undercover or covert assignments will be

exempt from working overtime in an assignment involving direct contact with incarcerated persons

- **Approved Time Off:** Employees with approved vacation, other time off, FMLA, or mandated training are exempt during the approved period.
- **Planned Events:** Employees who have confirmed plans on their days off for which they are able to provide verification of being secured or reserved at least two (2) weeks prior to the mandated shift date.
 - **Sheriff/Undersheriff Exemption:** The Sheriff/Undersheriff may exempt any staff member from mandated overtime based on the Office's needs.

Additional Rules:

- Employees with outside employment permits, who do not meet the mandated or voluntary overtime expectations, may have their outside employment permit suspended or revoked pursuant to Sheriff's Office Policy 1022.2.2.
- Employees with ancillary duty assignments, who do not meet the mandated or voluntary overtime expectations, may be precluded from working overtime in their ancillary position.**

ACCOUNTABILITY

All supervisors will review timecards via ATKS and overtime sign-up lists to ensure compliance. Intentional violations or dishonesty will result in disciplinary action.

No employee will work more than 60 hours of overtime within a pay period, without their Captain's approval, or more than 18 consecutive hours pursuant to Special Order Section 2024-03.

**** Emergency events/ activations will supersede exemption**

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EXHIBIT G

PERB Received
08/30/24 17:46 PM

From: [Stephen D. Leonesio](#)
To: [Katy Roberts](#); [Daniel Perea](#); [Christina Corpus](#)
Cc: [Sean D. Currin](#); [Carlos Tapia](#)
Subject: Minimum Staffing
Date: Monday, August 12, 2024 7:03:00 PM
Attachments: [image001.png](#)
[2023 MINMAX FINAL 3.pdf](#)

Hi Katy,

I was informed that the Sheriff's Department has recently made a couple of unilateral changes without either notifying the DSA nor giving the DSA the opportunity to meet and confer over the changes. I have just been advised of these changes and was told that they occurred over the weekend. The DSA was informed of these changes from various sergeants and not management.

The first change that I was told about is a change to the previously negotiated Minimum Staffing Levels. As you may recall, during our meetings over the Department's proposed Overtime Policy, the subject of minimum staffing levels came up. The parties discussed what the levels were and how they were determined (through a meeting with management and the rank and file employees, including the sergeants). I have attached the document that I received from the DSA for reference. The Change in staffing levels is a mandatory subject of bargaining because it also changes schedules, which are a mandatory subject of bargaining. The Department can't increase the minimum numbers of staffing without either changing employees' schedules or covering the shifts with mandatory overtime (also a mandatory subject of bargaining). As you know, the Department is required to notify the DSA prior to making any changes and cannot unilaterally make changes to staffing levels until the entire meet and confer process has been completed, including impasse procedures.

The second change that I was told about is a change to the way overtime is being filled. If true, this is very disturbing and a clear unfair labor practice, as we have been discussing the Department's proposed overtime policy. I was told that the Department has gathered data on which employees have worked overtime, and at what amount, and which employees haven't. The Department then told its managers and supervisors to make those employees, who haven't met a certain criteria, work overtime. I was told this threshold was based off of the "old" overtime policy that has already expired. Again, if true, this is also an unfair labor practice as the Department has not notified the DSA of these proposed changes and the Department is trying to enforce a policy that has since expired and no agreement for a subsequent policy has been reached.

These are both serious accusations that our firm does not take lightly. I demand a response from the County and/or Department by the end of business on Tuesday, August 13th, as to if these changes have in fact been made. If any of these allegations are true, I demand the County/Department immediately cease these changes and go back to the status quo. If the County/Department want to make these changes, they must first notify the DSA of any proposed changes and then, if the DSA requests, meet and confer with the DSA until either an

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agreement is reached or all impasse procedures have been exhausted. If I do not hear back from the County and/or Department, we have no choice but to seek legal remedies.

Thank you in advance and I look forward to hearing back from you soon.

Stephen D. Leonesio | Managing Labor Relations Consultant

MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

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EXHIBIT H

PERB Received
08/30/24 17:46 PM

From: [Stephen D. Leonesio](#)
To: [Katy Roberts](#); [Christina Corpus](#); [Daniel Perea](#)
Cc: [Carlos Tapia](#); [Hector Acosta](#); [Jeffrey Carr](#); [Sean D. Currin](#); [Garrett Porter](#)
Subject: DSA Information Request
Date: Thursday, August 15, 2024 2:10:00 PM
Attachments: [image001.png](#)

Hi Katy,

Will you please give me an update on my email that I had sent on 8/12. In that email, I advised the County and Department that I was advised that the Department has changed the staffing levels for each of the jail facilities. Could you please tell me if that is true, and if so, why wasn't the DSA notified prior to the change. During our meeting this morning, I heard discussions from the members of the OSS Association and the Sheriff and Undersheriff about a number of 35. The Department stated this was a safety number, not a minimum staffing number. However, the OSS and the Department stated that number was how many people should be working on a shift at a facility. The OSS Association complained to the Department that they were having trouble mandating that many people to work. The Department, when asked, did not provide a reason there had to be 35 employees working on a shift, other than it was for safety reasons. We would like to know both how and why 35 employees was the number that was arbitrarily chosen. In addition, the DSA is still demanding that if it is true that the Department is now arbitrarily mandating at least 35 employees work per shift at the jails, they immediately stop enforcing this change until there is either an agreement or all impasse procedures are completed.

The other item that I had listed in my 8/12 email was whether or not the Department is now basing its mandatory overtime off of amounts of volunteered overtime hours worked. I was advised by the DSA that the Department has begun auditing the amount of overtime hours an employee has been working. If, in the eyes of the Department, an employee doesn't work enough overtime (whatever that number is), the supervisors have been directed to order those employees to work more overtime. This is not in the current overtime policy and therefore, if true, is a change that the DSA was not informed of, nor given the opportunity to meet and confer over. Again, in our meeting this morning, I heard the OSS Association indicate that the Department is keeping a list of which employees are working overtime, and how much, and which employees are not. In fact, the Sheriff sent out a "Message from the Sheriff" dated August 9, 2024, that indicates the Department did in fact research how many employees were working the minimum amount of overtime hours. Paragraph four of the message reads, in part, "An internal audit by the payroll department revealed that 106 employees are either not contributing to the minimum overtime requirements or are working substantial overtime without supporting the essential needs of corrections. This is unacceptable." I am not aware of any current policy that requires an employee work a certain amount of overtime. I know we have been meeting and conferring over a proposed policy that would dictate how many hours an employee would be required to work and in what areas of the Department. However, if the Department has arbitrarily implemented this, or any other policy, prior to completing the meet and confer process, up to and including all impasse procedures, this is an unlawful action.

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In addition to the responses that I am still waiting for on the two above issues, will you please provide me with the following information to help the DSA better understand the County's position with its proposed overtime policy. This information will help the DSA expedite the meet and confer process by allowing the DSA to see the data that would support the Department's proposed changes to overtime.

- All hours employees have been mandated to work overtime from January 1, 2024 through July 31, 2024
- All supervisor reports documenting the mandated overtime, as required by Department Policy 1021.3.1
- What the current minimum, or safe, staffing levels are for the Maguire Correctional Facility
 - Why has that number of staff been selected
- What the current minimum, or safe, staffing levels are for the Maple Street Correctional Center
 - Why has that number of staff been selected
- What the current minimum, or safe, staffing levels are for patrol (broken down by area if necessary)
 - Why has that number of staff been selected

Please let me know if you have any questions or would like more information.

Thank you,

Stephen D. Leonesio | Managing Labor Relations Consultant

 **MASTAGNI HOLSTEDT, A.P.C.**

Labor and Employment Department
1912 I Street, Sacramento, CA 95811

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EXHIBIT I

PERB Received
08/30/24 17:46 PM

From: [Stephen D. Leonesio](#)
To: [Katy Roberts](#); [Christina Corpus](#); [Daniel Perea](#)
Cc: [Carlos Tapia](#); [Hector Acosta](#); [Jeffrey Carr](#); [Matthew Silano](#); [Sean D. Currin](#)
Subject: Mandatory Overtime
Date: Wednesday, August 28, 2024 3:20:00 PM
Attachments: [image001.png](#)

Hi Katy,

I'm just following up on a couple of outstanding items. First, can you please tell me why the Sheriff's Department is still requiring a minimum of 35 employees work at MCF. I was advised that as recent as this past weekend the Department's management was requiring this new minimum amount of employees at the facility. As you are aware, I've asked numerous times if the Department has changed the minimum staffing numbers and if so, to meet and confer over this proposed change, **before** the change actually takes place. Many times during our meetings, the Department representatives have indicated there are no minimum staffing requirements. If this is true, why then do the Department managers continue to require Sergeants staff the facilities with a certain amount of DSA members? This number of 35 is different than what was previously negotiated, which the Department and County have been advised of numerous times during our meetings. If the Department is in fact requiring 35 employees work at MCF, or any other facility, I demand the Department cease this requirement until they have properly noticed the DSA of any proposed changes and negotiate with the DSA for any proposed changes to the amount of employees required to work at any facility or assignment.

Second, will you please tell me why the Department managers are still requiring DSA members work a certain amount of overtime per pay period. The mandatory overtime policy, as you and the Department are aware, has expired and there is no new negotiated policy in place. I have received a memorandum from the Department indicating sworn staff members are required to complete jail overtime. When did this requirement come into effect? Again, there has been no negotiated changes. I am demanding the Department cease any requirement for DSA members to work a certain amount of overtime until any proposed changes are negotiated up to and including the impasse procedures.

Lastly, I am following up on my information requests that I have sent to you and the Department. I have not received the information. Please provide a date when the information will be provided. If you need additional information or have questions about any of my requests, please let me know.

Thank you,

Stephen D. Leonesio | Managing Labor Relations Consultant

MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

Cell: (916) 790-7646

www.mastagni.com

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EXHIBIT J



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SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

DATE: August 19, 2024
TO: All Sheriff's Office Personnel
FROM: Professional Standards Bureau
SUBJECT: Corrections Division Bureaus and Overtime

This memo is to notify all Sheriff's Office personnel that the Corrections Division of the Sheriff's Office is comprised of two jail facilities, Maguire Correctional Facility and Maple Street Correctional Center. Within this Division, there is the Alternative Sentencing Bureau, which includes the Sheriff's Work Program, Electronic Monitoring and Work Furlough Programs. Furthermore, the Transportation and Court Security Bureau is included in the Corrections Division.

Sworn staff members who are required to complete their jail overtime per pay period can do so in any bureau under the banner of the Corrections Division, including the Transportation and Court Security Bureau.

If you have any questions about this memo, please contact Captain William Fogarty or Captain Frank Dal Porto.

CONFIDENTIAL

For San Mateo County Sheriff's Office Internal Use Only

A decorative footer bar consisting of a yellow diagonal bar on the left, a white diagonal bar in the middle, and a dark blue diagonal bar on the right.

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7 Facsimile: (916) 447-4614
8 Attorney for Charging Party

8 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**
9
10 **OF THE STATE OF CALIFORNIA**

11 SAN MATEO DEPUTY SHERIFFS)
12 ASSOCIATION,)

**DECLARATION OF CARLOS TAPIA IN
SUPPORT OF UNFAIR LABOR
PRACTICE CHARGE**

13 Charging Party,)

14 v.)

15 COUNTY OF SAN MATEO,)

16 Respondent.)
17

18 I, CARLOS TAPIA, declare as follows:

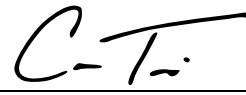
- 19 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,
20 and if called upon to do so, I could and would completely testify thereto.
- 21 2. I was sworn in as a Correctional Officer in the San Mateo County Sheriff’s Office on
22 November 9, 2009, and on May 21, 2017, I was promoted to a Deputy Sheriff and
23 continue to work in that capacity today.
- 24 3. I am the current President of the San Mateo Deputy Sheriffs Association (“SMDSA”). I
25 have served in this role since 2022.
- 26 4. The San Mateo Deputy Sheriffs Association (“DSA”) represents San Mateo County
27 (“COUNTY”) employees in the following classifications: Deputy Sheriff, Deputy
28 Sheriff Trainee, Sheriff’s Correctional Officer, and District Attorney Inspector.

- 1 5. As President, I represent members in contract negotiations, grievances, disciplinary
2 matters, and employer-employee relations related to wages, hours, and working
3 conditions.
- 4 6. During July and into August 2024, the DSA and the COUNTY met and conferred
5 multiple times to negotiate about the mandatory overtime policy, which was going to
6 expire on August 7, 2024.
- 7 7. On August 5, 2024, the COUNTY Undersheriff Dan Parea notified me with the
8 COUNTY's initial unchanged offer regarding the mandatory overtime policy.
- 9 8. The DSA rejected the COUNTY's August 5, 2024, offer regarding the mandatory
10 overtime policy.
- 11 9. Between August 5, 2024, and August 7, 2024, the DSA requested to meet and confer
12 with the COUNTY regarding the expiring mandatory overtime policy multiple times,
13 but the COUNTY did not provide a response before the existing policy expired.
- 14 10. On August 7, 2024, the previously negotiated mandatory overtime policy between the
15 DSA and the COUNTY expired.
- 16 11. The COUNTY refused to negotiate in good faith and failed to exhaust impasse
17 procedures regarding the mandatory overtime policy for sworn DSA members.
- 18 12. On August 8, 2024, the DSA board sent out an email to all DSA members where the
19 DSA board provided information to DSA members regarding the expired mandatory
20 overtime policy, the negotiation history of the mandatory overtime policy, and the DSA
21 board's position/goals regarding the mandatory overtime policy. (See Exhibit A.)
- 22 13. On August 9, 2024, San Mateo COUNTY Sheriff Christina Corpus was sent an email to
23 "All Sheriff's Personnel" which included over two-hundred county employees. (See
24 Exhibit B.)
- 25 14. The Sheriff states that the August 9, 2024 email was specifically sent to "address any
26 misunderstandings regarding recent communications from the DSA leadership." (See
27 Exhibit B.)
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- 15. In the August 9, 2024 email, the Sheriff states that, in regards to negotiating a new mandatory overtime policy, the COUNTY “made [itself] available, but the urgency was not reciprocated.” (See Exhibit B.)
- 16. The Sheriff’s email states that “[t]his crisis is the result of years of neglect and inaction” and that the DSA board’s claim to its members that “the overtime policy is flawed ... is a significant misrepresentation.” (See Exhibit B.)
- 17. The Sheriff’s August 9, 2024, email directly communicated to DSA members that the DSA board is: misunderstood by the membership, not addressing the staffing issues with urgency, neglecting and failing to take action regarding staffing issues, and misrepresenting information to the membership.
- 18. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the minimum and maximum staffing levels at the Maguire Correctional Facility and Maple Street Correctional Center for sworn DSA members.
- 19. The policies regarding minimum staffing levels directly controls the schedules of DSA members and are mandatory subjects of bargaining. Historically, the policies regarding minimum staffing levels were negotiated between the DSA and the COUNTY.
- 20. The COUNTY did not provide the DSA with reasonable advance notice or opportunity to meet and confer about the change to minimum/maximum staffing levels.

I declare under penalty of perjury that the foregoing is true and correct, except where alleged on information and belief. Executed this 27th day of August 2024, in San Bruno, California.



CARLOS TAPIA

1 GARRETT R. PORTER, ESQ. (SBN 341880)
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8 Attorney for Charging Party

9 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**
10 **OF THE STATE OF CALIFORNIA**

11 SAN MATEO DEPUTY SHERIFFS
12 ASSOCIATION,

13 Charging Party,

14 v.

15 COUNTY OF SAN MATEO,

16 Respondent.
17

) **DECLARATION OF JOSEPH FAVA IN**
) **SUPPORT OF UNFAIR LABOR**
) **PRACTICE CHARGE**

18 I, JOSEPH FAVA, declare as follows:

- 19 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,
20 and if called upon to do so, I could and would completely testify thereto.
- 21 2. I became sworn in as a deputy sheriff in the San Mateo County Sheriff's Office
22 ("COUNTY") in 2013. I am currently assigned as a Detective Sergeant.
- 23 3. On August 13, 2024, I attended a regularly occurring meeting with several other
24 COUNTY administrative personnel and San Mateo Deputy Sheriffs Association
25 ("DSA") members to discuss emergency staffing policies for the San Mateo County Jail.
- 26 4. At the August 13, 2024, meeting, there were approximately ten individuals in attendance,
27 including Executive Director of Administration/Chief of Staff Victor Aenlle.

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5. Executive Director of Administration/Chief of Staff Victor Aenlle is a manager over the DSA members and is a representative of the COUNTY.
6. During the August 13, 2024, meeting, when discussing the mandatory overtime policies and negotiations between the COUNTY and the DSA, Executive Director of Administration/Chief of Staff Victor Aenlle directly said to a DSA member in attendance: "... If you aren't happy with how the [DSA] board is handling the situation, you should encourage the membership to vote them out."
7. In making this comment, I understood Chief of Staff Victor Aenlle to be telling the DSA members at the meeting to recall the current SMDSA board.

Executed this 27th day of August, 2024 in Redwood City, California.



JOSEPH FAVA

1 GARRETT R. PORTER, ESQ. (SBN 341880)
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8 Attorney for Charging Party

8 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**
9
10 **OF THE STATE OF CALIFORNIA**

11 SAN MATEO DEPUTY SHERIFFS) **DECLARATION OF MATTHEW SILANO**
12 ASSOCIATION,) **IN SUPPORT OF UNFAIR LABOR**
13) **PRACTICE CHARGE**
14 Charging Party,)
15 v.)
16 COUNTY OF SAN MATEO,)
17 Respondent.)

18 I, MATTHEW SILANO, declare as follows:

- 19 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,
20 and if called upon to do so, I could and would completely testify thereto.
- 21 2. I was sworn in as a Deputy Sheriff in the San Mateo County Sheriff’s Office in 2017 and
22 continue to work in that capacity today.
- 23 3. I am the current Vice President of the San Mateo Deputy Sheriffs Association
24 (“SMDSA”). I have served in this role since July of 2024.
- 25 4. The San Mateo Deputy Sheriffs Association (“DSA”) represents San Mateo County
26 (“COUNTY”) employees in the following classifications: Deputy Sheriff, Deputy
27 Sheriff Trainee, Sheriff’s Correctional Officer, and District Attorney Inspector.
- 28

- 1 5. As Vice President, I represent members in contract negotiations, grievances, disciplinary
2 matters, and employer-employee relations related to wages, hours, and working
3 conditions.
- 4 6. During July and into August 2024, the DSA and the COUNTY met and conferred
5 multiple times to negotiate about the mandatory overtime policy, which was going to
6 expire on August 7, 2024.
- 7 7. On August 1, 2024, I attended a meet an confer between the DSA and the COUNTY to
8 negotiate about the mandatory overtime policy which ended with the COUNTY refusing
9 to negotiate further and leaving without exhausting impasse procedures.
- 10 8. On August 7, 2024, the previously negotiated mandatory overtime policy between the
11 DSA and the COUNTY expired.
- 12 9. The COUNTY refused to negotiate in good faith and failed to exhaust impasse
13 procedures regarding the mandatory overtime policy for sworn DSA members.
- 14 10. On August 8, 2024, the DSA board sent out an email to all DSA members where the
15 DSA board provided information to DSA members regarding the expired mandatory
16 overtime policy, the negotiation history of the mandatory overtime policy, and the DSA
17 board's position/goals regarding the mandatory overtime policy. (See Exhibit A.)
- 18 11. On August 9, 2024, San Mateo COUNTY Sheriff Christina Corpus was sent an email to
19 "All Sheriff's Personnel" which included over two-hundred county employees. (See
20 Exhibit B.)
- 21 12. The Sheriff states that the August 9, 2024 email was specifically sent to "address any
22 misunderstandings regarding recent communications from the DSA leadership." (See
23 Exhibit B.)
- 24 13. In the August 9, 2024 email, the Sheriff states that, in regards to negotiating a new
25 mandatory overtime policy, the COUNTY "made [itself] available, but the urgency was
26 not reciprocated." (See Exhibit B.)
- 27
- 28

- 1 14. The Sheriff’s email states that “[t]his crisis is the result of years of neglect and inaction”
2 and that the DSA board’s claim to its members that “the overtime policy is flawed ... is
3 a significant misrepresentation.” (See Exhibit B.)
- 4 15. The Sheriff’s August 9, 2024, email directly communicated to DSA members that the
5 DSA board is: misunderstood by the membership, not addressing the staffing issues with
6 urgency, neglecting and failing to take action regarding staffing issues, and
7 misrepresenting information to the membership.
- 8 16. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the
9 minimum and maximum staffing levels at the Maguire Correctional Facility and Maple
10 Street Correctional Center for sworn DSA members.
- 11 17. The policies regarding minimum staffing levels directly controls the schedules of DSA
12 members and are mandatory subjects of bargaining. Historically, the policies regarding
13 minimum staffing levels were negotiated between the DSA and the COUNTY.
- 14 18. The COUNTY did not provide the DSA with reasonable advance notice or opportunity
15 to meet and confer about the change to minimum/maximum staffing levels.

16 I declare under penalty of perjury that the foregoing is true and correct, except where alleged
17 on information and belief. Executed this 27th day of August 2024 in Redwood City, California.
18

19
20 Matthew R. Silano
21 MATTHEW SILANO
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25
26
27
28

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8 Attorney for Charging Party

8 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**
9
10 **OF THE STATE OF CALIFORNIA**

11 SAN MATEO DEPUTY SHERIFFS)
12 ASSOCIATION,)

**DECLARATION OF STEPHEN
LEONESIO IN SUPPORT OF UNFAIR
LABOR PRACTICE CHARGE**

13 Charging Party,)

14 v.)

15 COUNTY OF SAN MATEO,)

16 Respondent.)
17

18 I, STEPHEN LEONESIO, declare as follows:

- 19 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,
20 and if called upon to do so, I could and would completely testify thereto.
- 21 2. I am employed by the Mastagni Holstedt law firm as a Labor Relations Consultant and
22 have been continuously employed in this capacity since January 7, 2013. In this capacity
23 I provide a wide range of labor relations and representation services to Firm clients which
24 include, but are not limited to; negotiating collective bargaining agreements, meeting
25 and conferring on mandatory subjects of bargaining, contract enforcement, policy
26 adoption, Association governance, individual employee assistance, general day-to-day
27 labor relations issues, and overall employer/employee relations.

- 1 3. The San Mateo Deputy Sheriffs Association (“DSA”) represents San Mateo County
2 (“COUNTY”) employees in the following classifications: Deputy Sheriff, Deputy
3 Sheriff Trainee, Sheriff’s Correctional Officer, and District Attorney Inspector.
- 4 4. I have been providing labor relations services to the DSA since November 3, 2021. As a
5 Labor Relations Consultant, I represent the DSA in contract negotiations and employer-
6 employee relations related to wages, hours, and working conditions.
- 7 5. On July 17, 2024, Undersheriff Perea sent an email to DSA President Carlos Tapia that
8 thanked DSA President Tapia for talking to the Undersheriff about a proposed new
9 Special Order for Overtime. (See “RE Special Order OT Revision” attached as Exh. C.)
- 10 6. On or about July 18, 2024, I was advised by DSA President Carlos Tapia that Under
11 Sheriff Perea had talked to DSA President Tapia about changing the Department’s
12 Overtime Special Order.
- 13 7. On July 18, 2024, DSA President Tapia advised Undersheriff Perea, in an email, that he
14 had contacted Katy Roberts with the San Mateo County Human Resources Department
15 and requested a meet and confer over the Sheriff Department’s proposed Special Order
16 for Overtime. (See Exh. C.)
- 17 8. On July 19, 2024, I received an email from San Mateo County Human Resources
18 employee Katy Roberts indicating the Sheriff’s Department was going to implement the
19 proposed Special Order for Overtime on Tuesday, July 23, 2024. (See Exh. C.)
- 20 9. On July 19,2024, I sent San Mateo County Human Resources employee Katy Roberts
21 and Undersheriff Perea an email advising that there should be no changes to the status
22 quo until the meet and confer process, including impasse procedures, were completed. I
23 also requested dates to start the meet and confer process. (See Exh. C.)
- 24 10. On July 22, 2024, I received an email from San Mateo County Human Resources
25 employee Katy Roberts which indicated the Sheriff’s Department was going to extend
26 the previously negotiated Special Order for Overtime until August 7, 2024. (See Exh.
27 C.)
28

- 1 11. On July 29, 2024, DSA President Tapia, myself, San Mateo County Human Resources
2 employee Katy Roberts, Undersheriff Perea, Sheriff Corpus and members of the
3 Sergeants Association met virtually to discuss the Sheriff Department's proposed Special
4 Order OT Revisions. During this meeting the parties discussed the current negotiated
5 minimum staffing levels. Sheriff Corpus indicated she did not negotiate the minimum
6 staffing levels. Members from the Sergeants Association indicated the minimum staffing
7 levels were negotiated with prior Sheriff's Department Management. Undersheriff Perea
8 indicated the Department did not have minimum staffing levels. The County, Sheriff and
9 Undersheriff were provided with a copy of the negotiated minimum staffing levels
10 document. (See "2023 MINIMAX FINAL 3" attached as Exh. D.)
- 11 12. On July 29, 2024, I sent an email requesting information from the County/Sheriff's
12 Department that is pertinent to the meet and confer process. County Human Resources
13 employee Katy Roberts responded and indicated they will be working on getting the
14 information to me. (See "SODSAOSS Meeting re_Special Order" attached as Exh. E.)
- 15 13. On August 1, 2024, the parties met virtually to continue to discuss the proposed Special
16 Order for Overtime. Undersheriff Perea indicated there were no minimum staffing levels
17 for the Department. Sheriff Corpus stated the Department is hiring more employees and
18 patrol should be fully staffed by the end of August, 2024.
- 19 14. On August 3, 2024, I sent an Overtime Policy proposal to County Human Resources
20 employee Katy Roberts, Undersheriff Perea and Sheriff Corpus. (Please see "DSA Edits
21 - Special Order 2024-01 - Overtime Policy_Revision" attached as Exh. F.)
- 22 15. On August 4, 2024, County Human Resources employee Katy Roberts sent me an email
23 indicating the Sheriff's Department rejected our proposal. I responded clarifying the
24 DSA was rejecting the Sheriff's Department's proposal and requested additional dates to
25 continue the meet and confer process. (See Exh. E.)
- 26 16. On August 7, 2024, the previously negotiated mandatory overtime policy between the
27 DSA and the COUNTY expired.
- 28

- 1 17. On August 8, 2024, the DSA board sent out an email to all DSA members where the
2 DSA board provided information to DSA members regarding the expired mandatory
3 overtime policy, the negotiation history of the mandatory overtime policy, and the DSA
4 board's position/goals regarding the mandatory overtime policy. (Please see "Emailing
5 – San Mateo County Deputy Sheriff's Association" attached as Exh. A.)
- 6 18. On August 9, 2024, San Mateo COUNTY Sheriff Christina Corpus sent an email to "All
7 Sheriff's Personnel." (Please see "A Message from the Sheriff" attached as Exh. B.)
- 8 19. The Sheriff states that the August 9, 2024 email was specifically sent to "address any
9 misunderstandings regarding recent communications from the DSA leadership." (See
10 Exh. B.)
- 11 20. In the August 9, 2024 email, the Sheriff states that, in regards to negotiating a new
12 mandatory overtime policy, the COUNTY "made [itself] available, but the urgency was
13 not reciprocated." (See Exh. B.)
- 14 21. The Sheriff's email states that "[t]his crisis is the result of years of neglect and inaction"
15 and that the DSA board's claim to its members that "the overtime policy is flawed ... is
16 a significant misrepresentation." (See Exh. B.)
- 17 22. The Sheriff's August 9, 2024 email directly communicated to DSA members that the
18 DSA board is: misunderstood by the membership, not addressing the staffing issues with
19 urgency, neglecting and failing to take action regarding staffing issues, and
20 misrepresenting information to the membership.
- 21 23. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the
22 minimum and maximum staffing levels at the Maguire Correctional Facility and Maple
23 Street Correctional Center for sworn DSA members.
- 24 24. On August 19, 2024, the COUNTY sent a memorandum to all Sheriff's Office Personnel
25 confirming that sworn staff members are required to complete their jail overtime per pay
26 period. (See "Memo – Correctional Division Overtime" attached as Exh. J.)
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- 1 25. The policies regarding minimum staffing levels directly controls the schedules of DSA
2 members and are mandatory subjects of bargaining. Historically, the policies regarding
3 minimum staffing levels were negotiated between the DSA and the COUNTY.
- 4 26. The COUNTY did not provide the DSA with advance notice or the opportunity to meet
5 and confer about the change to minimum/maximum staffing levels.
- 6 27. The policies regarding mandatory overtime directly control the schedules of DSA
7 members and are mandatory subjects of bargaining. Historically, the policies regarding
8 mandatory overtime were negotiated between the DSA and the COUNTY.
- 9 28. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the
10 mandatory overtime policy for sworn DSA members.
- 11 29. The COUNTY did not provide the DSA with advance notice or the opportunity to meet
12 and confer about the change to the mandatory overtime policy.
- 13 30. On August 12, 2024, I sent an email to County Human Resources employee Katy
14 Roberts, Undersheriff Perea and Sheriff Corpus advising them that I had been informed
15 that the Sheriff's Department had unilaterally changed the minimum staffing levels as
16 well as the overtime process/procedures. I indicated in my email that the DSA had not
17 agreed to these unilateral changes. I requested a response from the County and/or
18 Department on whether these changes had, in fact, been implemented. I did not receive
19 a response from either the County or Department. (See "Minimum Staffing" attached as
20 Exh. G.)
- 21 31. On August 15, 2024, I sent a follow up email requesting a response to my August 12,
22 2024 email. I also requested a response for my information request that I had sent on
23 July 29, 2024. I also requested additional information that is pertinent to the meet and
24 confer process. (See "DSA Information Request" attached as Exh. H.)
- 25 32. On August 15, 2024, County Human Resources employee Katy Roberts sent an updated
26 proposal but did not respond to my request about the unilateral changes nor my
27 information requests. (See Exh. E.)
28

- 1 33. On August 26, 2024, I was advised by DSA President Tapia that San Mateo County
2 Sheriff Captain Fogarty sent an email to members of the Sergeants Association again
3 indicating the minimum staffing level at one of the jail facilities (MCF) is 35 DSA
4 members.
- 5 34. The COUNTY did not provide the DSA with advance notice or the opportunity to meet
6 and confer about the change to minimum/maximum staffing levels.
- 7 35. On August 26,2024, I was advised by DSA President Tapia that the Management of the
8 Sheriff's Department sent a memorandum to "All Sheriff's Office Personnel" indicating
9 DSA members are required to work jail overtime each pay period.
- 10 36. The COUNTY did not provide the DSA with advance notice or the opportunity to meet
11 and confer about the change to the mandatory overtime policy.
- 12 37. On August 28, 2024, I sent a follow-up email to County Human Resources employee
13 Katy Roberts, Undersheriff Perea and Sheriff Corpus asking about the unilateral changes
14 to staffing levels, the unilateral changes requiring employees to sign up for a minimum
15 amount of overtime per pay period, as well as the status of my information requests. I
16 did not receive any responses to these requests. (See "Mandatory Overtime" attached as
17 Exh. I.)
- 18 38. The COUNTY has frustrated the meet and confer process because it has not provided
19 responses to information requests the DSA submitted. The DSA needs the information
20 to better understand and prepare for the meet and confer process.

21
22
23 I declare under penalty of perjury that the foregoing is true and correct, except where alleged
24 on information and belief. Executed this 30 day of August, 2024 in San Diego County,
25 California.

26
27 Stephen Leonesio
28 STEPHEN LEONESIO