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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 05/02/2025

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 Deputy Sheriffs' Association
- b. Mailing Address: 1912 I Street, Sacramento, CA 95811
- c. Telephone number: (916) 491-4261
- d. Name and title of agent to contact: Sean D. Currin, Counsel for Charging Party E-mail Address: scurrin@mastagni.com
Telephone number: (916) 491-4261 Fax No.:
- e. Bargaining Unit(s) involved: San Mateo Deputy Sheriffs' Association

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

- a. Full name: San Mateo County Sheriff's Office
- b. Mailing Address: 330 Bradford Street Redwood City, CA 94063
- c. Telephone number: (650) 363-4911
- d. Name and title of agent to contact: David Silberman E-mail Address: dsilberman@smcgov.org
Telephone number: (650) 363-4749 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

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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)

- ☐ 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:

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.)

Andrea Rodriguez-Uribe
(Type or Print Name)

/s/ Andrea Rodriguez-Uribe
(Signature)

05/02/2025
Date



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

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a. Full name: San Mateo Deputy Sheriffs' Association

b. Mailing address: 1912 I Street, Sacramento, CA. 95811

c. Telephone number: (916) 491-4261

d. Name and title of person filing charge: Sean D. Currin - Counsel for Charging Party E-mail Address: scurrin@mastagni.com
Telephone number: (916) 491-4261

e. Bargaining unit(s) involved: San Mateo Deputy Sheriffs' Association

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

a. Full name: San Mateo County Sheriff's Office

b. Mailing address: 330 Bradford Street, Redwood City, CA. 94063

c. Telephone number: (650) 363-4911

d. Name and title of agent to contact: David Silberman E-mail Address: dsilberman@smcgov.org
Telephone number: (650) 363-4749

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:

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5. GRIEVANCE PROCEDURE

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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- ☐ 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: Gov Code 3502, 3503, 3504.5, 3505, 3506; PERB Reg 32603 (a), (b), (c) and (d), 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 05/02/2025

at Sacramento, California
(City and State)

Sean Currin, Senior Associate

(Type or Print Name and Title, if any)

Mailing Address: 1912 I Street, Sacramento, CA. 95811

E-Mail Address: scurrin@mastagni.com

Telephone Number: (916) 491-426

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento,
State of CA. I am over the age of 18 years. The name and address of my
Residence or business is 1912 I Street Sacramento, CA 95811
1912 I Street Sacramento, CA 95811

On 05/02/2025, I served the Unfair Practice Charge
(Date) (Description of document(s))

(Description of document(s) continued) in Case No. 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.)

San Mateo County Sheriff's Office
David Silberman
330 Bradford St.
Redwood City, CA 94063
Email: Dsilberman@smcgov.org

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 05/02/2025,
(Date)
at Sacramento CA
(City) (State)

Andrea Rodriguez-Uribe

(Type or print name)

(Signature)

1 SEAN D. CURRIN, ESQ. (SBN 255921)

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 Attorney for Charging Party

9 SAN MATEO COUNTY DEPUTY

10 SHERIFF'S ASSOCIATION

11 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**

12 **OF THE STATE OF CALIFORNIA**

13
14 SAN MATEO COUNTY DEPUTY
15 SHERIFF'S ASSOCIATION,

16 Charging Party,

17 vs.

18 COUNTY OF SAN MATEO,

19 Respondent.

) PERB Case No.

) **UNFAIR LABOR PRACTICE CHARGE**

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I. INTRODUCTION

This unfair practice charge arises out of the County of San Mateo's ("County") violations of the Meyers-Milias-Brown Act ("MMBA"). First, the County committed an unfair labor practice by unilaterally implementing changes affecting issues within the scope of bargaining when it failed to provide proper written notice to Carlos Tapia during an internal affairs interview. Second, the County unilaterally over hired in the Correctional Officer classification without meeting and conferring with the union. Finally, the County interfered with the Union by banning President Carlos Tapia from any Sheriff's Office worksite, thereby limiting his ability to represent his members.

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 Unilateral Change to Written Notice in Internal Affairs Investigations

Whenever an employee is served with a Notice of Interview as the subject of an internal affairs investigation, said Notice of Interview memorandum has always contained the specific policy sections of the Sheriff's Department that are alleged to have been violated. (Declaration of Joe Fava ¶ 5-6) The specific policy sections have always been provided to employees to allow them an opportunity to review the specific policy sections alleged to have been violated and to be prepared to discuss these specific policy sections. On March 14, 2025, Carlos Tapia was ordered to participate in an internal affairs interview conducted by Brian Addington. (Declaration of Carlos Tapia ¶ 13) Prior to the interrogation, the improper notice was objected to on the record, where I state: "And then the second part is the notice, it doesn't say specifically...what the policy sections would be. I understand that maybe POBR doesn't necessarily require the specific policy sections, but it has been the past practice

1 of the Sheriff's Office to provide those. And so this would be different than what the past practice
2 has been with the Sheriff's Office, and so we would just object to that, and we're not agreeing to that."
3 Despite making this objection on the record, the investigator for the Sheriff's Office proceeded to
4 order Carlos Tapia answer questions under the threat of insubordination and likely termination of
5 employment if he didn't cooperate.

6 **B. County Unilaterally Over-Hired in the Correctional Officer Position**

7 The Sheriff has unilaterally over hired in the Correctional Officer position without the
8 permission of the Deputy Sheriffs' Association. (Declaration of Carlos Tapia ¶ 16) The Deputy
9 Sheriffs' Association has agreed to allow 164 Correctional Officer positions, yet the March 15, 2025
10 Vacancy Report indicates the Sheriff has hired 172 Correctional Officer positions. (Attachment A)
11 This change directly impacts the union because it takes way from other positions. The Sheriff never
12 reached out to the Deputy Sheriffs' Association to request a change be made to the allotted 164
13 positions. (Declaration of Carlos Tapia ¶ 16)

14 **C. County Interfered with Carlos Tapia's Ability to Represent His Members**

15 On November 12, 2024, Carlos Tapia was unlawfully arrested by the San Mateo County
16 Sheriff's Office. (Declaration of Carlos Tapia ¶ 6) On the same day of his unlawful arrest, Carlos
17 Tapia was provided with administrative leave paperwork. (Declaration of Carlos Tapia ¶ 7) This
18 paperwork ordered Carlos Tapia to remain at his home during work hours and banned him from
19 entering any Sheriff's Office worksite. (Declaration of Carlos Tapia ¶ 7) Ultimately the Sheriff's
20 Office allowed Tapia to work from the Deputy Sheriff's Association building, but never restored his
21 ability to meet with his members at the worksite. As the union president, Carlos Tapia would often
22 meet with his members at Sheriff Office worksites in order to communicate with his members and
23 hear any concerns. (Declaration of Carlos Tapia ¶ 8) Carlos Tapia has been unable to meet with his
24 members due to this unlawful ban. (Declaration of Carlos Tapia ¶ 8) Furthermore, this unlawful order
25 has already caused distress amongst union members. On one specific occasion, Carlos Tapia received
26 a call from a union member who was at work and needed to meet with him immediately. Deputy
27 Tapia was unable to meet with the employee in the Sheriff's Office worksite. (Declaration of Carlos
28 Tapia ¶ 9) The restrictions placed on Carlos Tapia have hindered his ability to represent his

membership, and conversely, the membership from receiving representation from its President.

IV. ARGUMENT

The County violated the Meyers-Milias-Brown Act ("MMBA") by failing to provide DSA with advanced written notice or the opportunity to meet and confer over their decision to change the policy regarding the Notice of Interview which effects the working conditions of every member under investigation. Additionally, the County violated the MMBA by unilaterally changing the number of Correctional Officer positions allocated without permission from the DSA. Lastly, the County interfered with the DSA's and its members' representational rights under the MMBA by restricting President Tapia from entering any Sheriff Office worksite.

A & B. The County Committed an Unfair Labor Practice by Unilaterally Implementing Changes Affecting Issues within the Scope of Bargaining

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

1. The County Took Action to Change Policy

A. These facts are undisputed. The Sheriff's Office has always provided the employee with a Notice of Interview which includes the specific policy sections the employee potentially violated. (Declaration of Joe Fava ¶ 5-6) The Sheriff's Office has voluminous policies outlining how the Sheriff's Office expects employees to conduct themselves in a myriad of situations. Listing the specific policy sections on the Notice of Interview has always allowed employees to review the specific Sheriff Office policies to be prepared to discuss those specific policies. The County took action to change the policy by providing Deputy Tapia with a Notice of Interview that did not include the specific policy sections. (Declaration of Carlos Tapia ¶ 12) This was objected to at the time and the County decided to proceed in violation of the MMBA. (Declaration of Carlos Tapia ¶ 15)

1 B. Similarly, these facts are undisputed. The Sheriff's Office and the Deputy Sheriffs'
2 Association had agreed to 164 Correctional Officer positions. Unbeknownst to the Deputy Sheriffs'
3 Association, the Sheriff hired 172 Correctional Officer positions. (Attachment A) According to the
4 Vacancy Report ending March 15, 2025, the Correctional Officer position indicates that 163 of the
5 164 allocated positions had been filed, yet the "Actual CO count" is 172. (Attachment A) The Deputy
6 Sheriffs' Association was unaware of the Sheriff making this change in violation of the MMBA until
7 this report was presented. (Declaration of Carlos Tapia ¶ 16)

8 **2. *The Changes in Policy Concerns Matters Within the Scope of Representation.***

9 A. The Sheriff's Office has always provided employees with specific policy sections alleged
10 to be violated prior to an interrogation in an internal affairs interview. (Declaration of Joe Fava ¶ 5-
11 6) Notice of the specific policy sections are important for an employee to have an opportunity to
12 review the specific policies before the interview and be prepared to discuss each policy. Failure to
13 provide the specific policies prior to an internal affairs interrogation is a change in practice within the
14 scope of representation. Carlos Tapia's Notice of Interview did not provide the specific policy
15 sections. (Declaration of Carlos Tapia ¶ 12)

16 B. Similarly, the Sheriff Office never reached out to the DSA as it relates to adding additional
17 correctional officer positions. (Declaration of Carlos Tapia ¶ 16) The San Mateo County Deputy
18 Sheriffs' Association represents both Correctional Officers as well as Sheriff Deputies. (Declaration
19 of Carlos Tapia ¶ 4) Both classifications work in the custody setting. This change directly impacts
20 the union because it takes away from other positions which the DSA represents. The Sheriff failed to
21 reach out to the Deputy Sheriffs' Association concerning the over-hiring of the allotted 164
22 correctional officer positions. (Declaration of Carlos Tapia ¶ 16)

23 **3. *The County Did Not Provide the DSA Reasonable Advance Notice of the Changes in***
24 ***Policy or Meet and Confer in Good Faith.***

25 The County's failure to provide written notice to the DSA prior to changing the internal affairs
26 written notice or the increase in correctional officer positions violated the MMBA. MMBA section
27 3505 provides in relevant part:

28 ///

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

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

13 A. Here, the County unilaterally implemented the change to the internal affairs notice of
14 interview. The County failed to provide DSA with any advance notice of their intent to change the
15 notice requirement. The County’s failure to notify the DSA of the change violates the Meyers-Milias-
16 Brown meet and confer notice requirement. (Gov. Code § 3504.5.) As discussed above, the County’s
17 change is within the scope of representation. Therefore, as a recognized employee organization within
18 the meaning of Government Code section 3501(c) and PERB Regulation 32016(a), the County had a
19 duty to provide DSA reasonable advance notice of any changes before implementation. (Gov. Code
20 §§ 3501(c) and 3504.5; PERB Regulation 32016(a).)

21 Accordingly, the County’s change to the internal affairs notice requirement is a mandatory
22 subject of bargaining as it affects the disciplinary process already established. The County’s failure to
23 provide written notice to and/or engage in the bargaining process with DSA over the changes in
24 internal affairs notice requirement constitute unfair labor practices in violation of the MMBA.

25 B. Similarly, the County unilaterally increased the number of correctional officer positions.
26 (Declaration of Carlos Tapia ¶ 16 and Attachment A) The County failed to provide DSA with any
27 advance notice of their intent to increase the number of correctional officer positions. (Declaration of
28 Carlos Tapia ¶ 16) The County’s failure to notify the DSA of the change violates the Meyers-Milias-

1 Brown meet and confer notice requirement. (Gov. Code § 3504.5.) As discussed above, the County's
2 change is within the scope of representation. Therefore, as a recognized employee organization within
3 the meaning of Government Code section 3501 (c) and PERB Regulation 32016(a), the County had a
4 duty to provide DSA reasonable advance notice of any changes before implementation. (Gov. Code
5 §§ 3501(c) and 3504.5; PERB Regulation 32016(a).)

6 Accordingly, the County's change to the number of correctional officer positions is a
7 mandatory subject of bargaining as the DSA represents both Correctional Officers as well as Deputy
8 Sheriff's – both work in the custodial setting. The County's failure to provide written notice to and/or
9 engage in the bargaining process with DSA over the changes constitute unfair labor practices in
10 violation of the MMBA.

11 4. ***The County's Changed Policy Has a Generalized Effect and Continuing Impact on***
12 ***Terms and Conditions of Employment***

13 A. As outlined above, the Sheriff's Office unilateral change in the Notice of Interview has an
14 extreme impact on the terms and conditions of employment. Prior to the change, an employee would
15 be notified of which policy sections they were alleged to have potentially violated. (Declaration of
16 Joe Fava ¶ 5-6) Knowing this information prior to an interview allows employees to be prepared to
17 review and discuss specific policy sections. This change has a direct impact on how an employee is
18 able to prepare for an interview which could have potentially severe disciplinary consequences.

19 B. Similarly, as outlined above, the Sheriff's Office unilateral change in the number of
20 employees has a direct impact on the terms and conditions of employment. The Deputy Sheriffs'
21 Association represents both the Correctional Officers and the Deputy Sheriffs within the Sheriff's
22 Office. (Declaration of Carlos Tapia ¶ 4) This change directly impacts the Association as it takes
23 away other positions within the Sheriff's Office.

24
25 ///

26 ///

27 ///

**C. The County Unilaterally Interfered with Representation Rights Guaranteed Under
MMBA Sections 3502 and 3503**

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

Section 3502 provides in relevant part:

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

Section 3503 provides in relevant part:

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

The DSA has a right to the County's performance of its duty under Government Code sections 3502 and 3503. *Id.* The County's unilateral action circumvents the DSA's right to represent its members in matters within the scope of representation. Likewise, the County violates the members' rights to be represented. The County's unilateral action runs counter to the purposes of the MMBA to promote full communication and improve employer-employee relations. *People ex rel. Seal Beach Police Officers Association v. City of Seal Beach* (1984) 36 Cal.3d 591, 596. Thus, the County violated sections 3502 and 3503.

**D. The County Violated its Duty of Strict Neutrality and Engaged in Unlawful
Interference with DSA Members and Their Representatives**

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

1 On November 12, 2024, Carlos Tapia was unlawfully arrested by the San Mateo County
2 Sheriff's Office. (Declaration of Carlos Tapia ¶ 6) On the same day of his unlawful arrest, Carlos
3 Tapia was provided with administrative leave paperwork. This paperwork ordered Carlos Tapia to
4 remain at his home during workhours and banned him from entering any Sheriff's Office worksite.
5 (Declaration of Carlos Tapia ¶ 7) Ultimately the Sheriff's Office allowed Tapia to work from the
6 Deputy Sheriff's Association building, but never restored his ability to meet with his members at the
7 worksite. As the union president, Carlos Tapia would often meet with his members at Sheriff Office
8 worksites in order to communicate with his members and hear any concerns. (Declaration of Carlos
9 Tapia ¶ 8) Carlos Tapia has been unable to meet with his members due to this unlawful ban.
10 (Declaration of Carlos Tapia ¶ 8) Furthermore, this unlawful order has already caused distress
11 amongst union members. On one specific occasion, Carlos Tapia received a call from a union member
12 who was at work and needed to meet with him immediately. (Declaration of Carlos Tapia ¶ 9) Deputy
13 Tapia was unable to meet with the employee in the Sheriff's Office worksite. (Declaration of Carlos
14 Tapia ¶ 9) The restrictions placed on Carlos Tapia have hindered his ability to represent his
15 membership.

16 V. CONCLUSION

17 Based on the foregoing, the DSA has established the County committed unfair labor practices
18 by unilaterally making substantive changes to the Notice of Investigation form, unilaterally increasing
19 the number of Correctional Officer positions and interfering with the DSA's right to represent
20 members by barring the President from worksites.

21 VI. REMEDY REQUESTED

22 For the forgoing reasons, DSA respectfully requests PERB:

- 23 1) Issue a Complaint against the County for refusing to meet and confer in good faith over the
24 decision and impacts and effects of the decision to change the information provided in the
25 Notice of Interview in violation of Government Code section 3505 and PERB Regulation
26 32603(c);

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28 ///

- 2) 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 regarding increasing the number of Correctional Officer positions in violation of Government Code section 3505 and PERB Regulation 32603(c);
- 3) Issue a Complaint against the County for unlawfully interfering with DSA members' rights under Government Code sections 3502, 3503, 3506, 3506.5(a),(b), and (d) and PERB Regulations 32603(a),(b)and (c).
- 4) Order the County to cease and desist from engaging in said unlawful conduct in violation of the MMBA;
- 5) Issue a notice posting reflecting the unlawful conduct committed by the County;
- 6) Grant attorney fees at the appropriate lodestar rate; and
- 7) Issue any other remedies that would effectuate the purposes of the MMBA.

DATED: May 02, 2025

Respectfully Submitted:

MASTAGNI HOLSTEDT, A.P.C.



SEAN D. CURRIN, ESQ.

Attorney for Charging Party

SEAN D. CURRIN, ESQ. (SBN 255921)
MASTAGNI HOLSTEDT
A Professional Corporation
1912 I Street
Sacramento, California 95811-3151
Telephone: (916) 446-4692
Facsimile: (916) 447-4614

Attorney for Charging Party

BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD
OF THE STATE OF CALIFORNIA

SAN MATEO DEPUTY SHERIFFS
ASSOCIATION,

Charging Party,

v.

COUNTY OF SAN MATEO,

Respondent.

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

I, CARLOS TAPIA, declare as follows:

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

5. As President, I represent members in contract negotiations, grievances, disciplinary matters, and employer-employee relations related to wages, hours, and working conditions.
6. On November 12, 2024, I was arrested by the San Mateo County Sheriff's Office with the charges of grand theft and timecard fraud. My investigation and arrest had not been referred to the District Attorney's Office despite my position as a Deputy Sheriff.
7. On November 12, 2024, I was provided a letter from the Sheriff's Office instructing me that I am not permitted to enter any Sheriff's Office worksite, except portions of worksites that are otherwise open to the public.
8. Prior to this letter, I would often meet with DSA members at various Sheriff Office worksites as the need would come up. I am no longer able to meet with members at Sheriff Office worksites.
9. There has been at least one instance where I had a member call me needing to meet with me immediately. Due to the prohibition, I was unable to meet with her at her work location.
10. On December 16, 2024, the San Mateo District Attorney's office formally stated that they were refusing to file charges, and that I never should have been arrested. The criminal charges against me were then dropped.
11. As of today, I remain on administrative leave and the internal affairs administrative investigation is still ongoing.
12. I received a memorandum dated February 3, 2025 indicating my notice of an interview. Nowhere in the notice does it list the specific San Mateo County Sheriff's Office policies I could have potentially violated per the past practice of the Department.
13. On March 14, 2025, I was interrogated by outside investigator Brian Addington.
14. Without knowing the specific policy sections, it was unclear what policies the Sheriff's Office was accusing me of violating and therefore difficult to prepare for my interview.
15. My attorney objected to the change in practice on the record, yet I was still ordered to cooperate in the investigation and give my statement.

1 16. The Sheriff's Office did not approach me to discuss increasing the Correctional Officer
2 allocation from 164 to 172. The Sheriff's Office unilaterally made this decision and
3 change.

4 I declare under penalty of perjury that the foregoing is true and correct, except where alleged
5 on information and belief. Executed on 30 of April, 2025 in San Carlos, California.
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9 CARLOS TAPIA
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1 SEAN D. CURRIN, ESQ. (SBN 255921)
2 MASTAGNI HOLSTEDT
3 *A Professional Corporation*
4 1912 I Street
5 Sacramento, California 95811-3151
6 Telephone: (916) 446-4692
7 Facsimile: (916) 447-4614
8 Attorney for Charging Party

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

12 SAN MATEO DEPUTY SHERIFFS
13 ASSOCIATION,

14 Charging Party,

15 v.

16 COUNTY OF SAN MATEO,

17 Respondent.

) **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 was 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 in the
23 Professional Standards Bureau.
- 24 3. I have been assigned to the Professional Standards Bureau since January 2023.
- 25 4. My job responsibilities in the Professional Standards Bureau have been to investigate
26 allegations of potential misconduct within the Sheriff's Office.
- 27
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1 5. Prior to every subject interview, I'm required to write a memorandum notifying the
2 employee of the allegations against them as well as the potential policy sections they
3 could have violated in order to prepare for the interview.

4 6. The practice outlined in paragraph 5 has been consistently applied for all my years
5 assigned to the Professional Standards Bureau.

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8 I declare under penalty of perjury that the foregoing is true and correct, except where alleged
9 on information and belief. Executed on 28th of April, 2025 in Novato, California.

10
11 
12 JOSEPH FAVA

ATTACHMENT A



VACANCY REPORT

Pay Period Ending March 15, 2025

PERB Received
05/02/25 09:50 AM

DIVISION	TOTAL			SWORN			PROFESSIONAL		
	Positions	Frozen	Vacant	Positions	Frozen	Vacant	Positions	Frozen	Vacant
3011P - Administrative Services Division	53	8	10	7	2	3	46	6	7
3013P - Support Services Division	53	0	2	15	0	1	38	0	1
3017P - Forensic Laboratory Division	28	0	0	0	0	0	28	0	0
3051P - Patrol Division	175	0	12	140	0	9	35	0	3
3053P - Investigations Division	86	2	25	43	1	14	43	1	11
3055P - Homeland Security Division	4	0	0	2	0	0	2	0	0
3101P - Corrections Division	355	2	11	273	1	2	82	1	9
3158P - Court Security and Transportation Division	71	0	12	69	0	12	2	0	0
Grand Totals	825	12	72	549	4	41	276	8	31

SWORN POSITIONS		
Classification	Filled / Budgeted	Vacant
Executive Staff	2/5	3 Assistant Sheriffs
Captain	5/7	0 2 frozen
Lieutenant	15/15	0
Sergeant	58/62	3 1 frozen (PSB moved to 30132) * 1 vacant position is Unclassified
Deputy Sheriff	261/296	34 1 frozen * 9 Underfilled by Correctional Officers / Actual DS count = 252
Correctional Officer	163/164	1 * Actual CO count = 172

PROFESSIONAL STAFF VACANCIES		
Bureau	Vacant	Classification
Administration	1	Executive Secretary - Confidential - start date pending
Fiscal	4	Accountant, Fiscal Office Supervisor, Fiscal Office Specialist, Mgmt Analyst
Technology Services	4	IS Client Systems Specialist (1 FT, 1 PT, 1 Grant Funded FT), Admin Asst (Grant Funded)
Criminal Records	1	Criminal Records Technicians - start date pending
Headquarters Patrol	2	CSO (PT), Storekeeper (PT)
San Carlos	1	CSO
HIDTA/RTTAC/Fusion Center	9	Crime Analyst (3), Lead Crime Analyst (5), Sr IT Analyst
Corrections - Booking & Program Services	5	Community Program Specialist (2), Legal Office Specialist (3) - in backgrounds
Corrections - Food Services	4	Food Service Unit Manager, Cook (3) - recruiting/backgrounds

Filled Sworn Positions:	504	CURRENT TOTAL EMPLOYEE COUNT:	741	Filled Professional Staff Positions:	237
Vacant Sworn Positions:	41			Vacant Professional Staff Positions:	31