

Item 44  
04/21/2026 BOS Meeting

**From:** Taylor S. Dorn <tdorn@mastagni.com>  
**Sent:** Friday, April 17, 2026 3:33 PM  
**To:** Clerk/BOS  
**Cc:** Steven W. Welty; Craig MacDonald; president@fcdpoa.org  
**Subject:** Letter to Board of Supervisors re County's Failure to Meet and Confer  
**Attachments:** 260417 Letter to Board of Supervisors.pdf

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Good Afternoon Ms. Seidel,

Please see the attached correspondence from attorney Steven Welty. A hard copy will follow via mail.

Sincerely,

**Taylor S. Dorn | Legal Assistant**

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

**Labor and Employment Department**

**1912 I Street, Sacramento, CA 95811**

*Main: (916) 446-4692 | Fax: (916) 447-4614*

*Direct: (916) 318-4640*

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MARIANO CISNEROS

All Correspondence to Sacramento Office  
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April 17, 2026

***Via E-mail & U.S. Mail***

Board of Supervisors  
County of Fresno  
2281 Tulare Street, Rm 301  
Fresno California 93721  
Email: [clerkBOS@FresnoCountyCA.gov](mailto:clerkBOS@FresnoCountyCA.gov)

**Attn: Bernice Seidel  
Clerk of the Board**

**Re: County Failure to Meet and Confer  
Proposed Class Specification - Supervising Probation Officer**

Dear Board of Supervisors:

I represent the Fresno County Deputy Probation Officers Association ("FCDPOA"). The Board of Supervisors Agenda for April 21, 2026 currently has a proposed new class specification for Supervising Probation Officer. It is the position of FCDPOA that the County has failed to meet and confer in good faith regarding this proposed change. Please see the attached letter to the County for the specific details. The FCDPOA is hopeful the Board will not take action on this item until the County complies with its meet and confer obligations.

Very truly yours,

**MASTAGNI, HOLSTEDT APC**

STEVEN W. WELTY  
Attorney at Law

SWW/tsd

**Cc: Craig MacDonald, Labor Relations Consultant  
President Torivio Mondragon**

Enclosure(s)

DAVID P. MASTAGNI  
JOHN R. HOLSTEDT  
CRAIG E. JOHNSON  
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LIAM CONLEY  
ZACHARY HADDAD  
ALEXANDRA HOLLAND  
MENDEL SCHUCHTET  
AMY BROWN  
MARIANO CISNEROS

April 17, 2026

***Via E-mail & U.S. Mail***

Matthew Gonzalez, Senior HR Analyst  
Department of Human Resources - Labor Relations  
County of Fresno  
2220 Tulare Street  
Fresno, California 93721  
Email: [matgonzalez@fresnocountyca.gov](mailto:matgonzalez@fresnocountyca.gov)

**Re: Demand for Meet and Confer  
Proposed Class Specification - Supervising Probation Officer**

Dear Mr. Gonzalez:

I represent the Fresno County Deputy Probation Officers Association (“FCDPOA”). It is my understanding that multiple requests to meet and confer, as well as requests for the draft job description / class specification for Supervising Probation Officer have been made over the last month. FCDPOA is interested in resolving these issues informally, rather than through intervention of the Public Employment Relations Board (“PERB”) and therefore is providing this letter as a reminder of the County’s obligations pursuant to the MMBA.

The FCDPOA is the exclusive recognized employee organization for the Deputy Probation Officer Classifications, as well as the revised Senior Deputy Probation Officer. As such, the Department is obligated to provide FCDPOA advance written notice and an opportunity to bargain over changes to matters within the scope of bargaining. This includes matters both subject to decision-based bargaining and effects bargaining. (*County of Santa Clara* (2013) PERB Decision No. 2321-M, p. 30 (where a decision on a non-mandatory topic has bargainable effects and the employer begins implementing its decision without providing clear notice regarding the nature and scope of the change, the employer has violated its duty to bargain, and the union has no duty to request bargaining.) This notice and opportunity to bargain must be provided prior to implementation and with sufficient time to complete bargaining. (*The Accelerated Schools* (2003) PERB Decision No. 2855, p. 13; Gov. Code §§3504.5 and 3505.)

The MMBA requires the Department to meet and confer in good faith with the FCDPOA regarding all matters within the scope of representation. (Gov. Code, § 3505.) The MMBA defines

the scope of representation as all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. (Gov. Code, § 3504.) Government Code section 3505 further requires the Department to “meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations.” Meet and confer in good faith is defined as follows:

...the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation...

Neither the statute nor PERB case law establishes a timeline for negotiations, and the pace of parties' efforts vary widely. Moreover, the pace of an individual set of negotiations is influenced by many factors, including the conduct of both parties to the negotiations. Thus, the amount of time necessary depends on the circumstances of each case and the employer is not privileged to decide the timing of bargaining, when to commence, deadlines for finishing, or other similar issues. (*University of California, Lawrence Livermore National Laboratory* (1995) PERB Decision No. 1119-H.) Lastly, PERB Regulation 32603, subdivision (c) states that it is an unfair practice for a public agency to “refuse or fail to meet and confer in good faith with an exclusive representative as required by Government Code section 3505 or any local rule adopted pursuant to Government Code section 3507.”

PERB has held that employers have a duty to provide reasonable notice and opportunity to bargain before it implements a decision that has a foreseeable effect on a matter within the scope of representation. (*County of Santa Clara* (2013) PERB Decision No. 2321-M.) “Reasonable” notice is one which is “clear and unequivocal” and which “clearly informs the employee organization of the nature and scope of the proposed change.” (*Id.*, citing *Lost Hills Union Elementary School District* (2004) PERB Decision No. 1652, Proposed Decision at p. 6, citing with approval *Bottom Line Enterprises* (1991) 302 NLRB 373, 374; *Santee Elementary School District* (2006) PERB Decision No. 1822; *Victor Valley Union High School District* (1986) PERB Decision No. 565.) An employer violates its duty to bargain in good faith when it fails to afford the employees’ representative reasonable advance notice and an opportunity to bargain before reaching a firm decision to establish or change a program within the scope of representation, or before implementing a new or changed program having a foreseeable effect on matters within the scope of representation. (*Stationary Engineers Local 39, International Unions of Operating Engineers, AFL-CIO v. City of Sacramento* (2013) PERB Decision No. 2351-M, p. 28.)

Please accept this writing as the final demand for a meet and confer with the County regarding the decision to add the new class specification - Supervising Probation Officer to the County. The decision clearly impacts matters related to employment conditions. Specifically, at a minimum, the decision could transfer work that currently belongs to members of FCDPOA. The decision could cause an overlap of job duties and responsibilities with positions currently held by

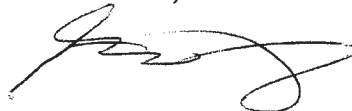
members of FCDPOA. This is especially true when considering that the County is also deleting the current Deputy Probation Officer I classification, reclassification of the Deputy Probation Officer II-IV, with the revised classification of Deputy Probation Officer IV to Senior Deputy Probation Officer. The new class specification - Supervising Probation Officer could also have oversight and supervisory authority over members of FCDPOA. As such, the County has a mandatory obligation to meet and confer over the impact and effects the decision could have on FCDPOA members.

Furthermore, identifying the full impact of this decision on FCDPOA is impossible to assess because the County has refused to provide FCDPOA with the draft class specification - Supervising Probation Officer and / or job description. Your demand that FCDPOA provide specific fact based reasons or concrete examples of impact concerns is unreasonable being that you refuse to provide the details of the new class specification. This also constitutes an unfair labor practice. I assume these documents exist and are currently possessed by the County being that this matter is on the Board of Supervisors agenda for approval April 21, 2026, with an effective date of April 27, 2026.

It is well settled that an employer's unilateral change in a matter within the scope of representation is a per se violation of the duty to meet and confer in good faith. (*California State Employees' Assn. v. Public Employment Relations Bd.* (1996) 51 Cal.App.4th 923, 934-935; *Vernon Fire Fighters v. City of Vernon* (1980) 107 Cal.App.3d 802, 823; see also *San Mateo Community College District* (1979) PERB Decision No. 94; *San Francisco Community College District* (1979) PERB Decision No. 105.) FCDPOA hopes to avoid litigating this type of conduct. Accordingly, the FCDPOA considers the County on notice of its obligation to provide designated FCDPOA representatives advance written notice of changes within the scope of bargaining, documents related to such changes, and an opportunity to meet and confer prior to any implementation.

The County will have committed an unfair labor practice ("ULP") if it fails to meet and confer in good faith over the effects this decision could have on members of FCDPOA prior to being approved by the Board of Supervisors. FCDPOA is prepared to file a ULP complaint with PERB, and seek injunctive relief if this dispute is not resolved. I will also be sending notice to the Board of Supervisors regarding this dispute in advance of the April 21, 2026 meeting. If you would like to discuss this issue further, please feel free to contact me directly at 916-491-4242 or at [swelty@mastagni.com](mailto:swelty@mastagni.com).

Very truly yours,  
**MASTAGNI, HOLSTEDT APC**



STEVEN W. WELTY  
Attorney at Law

SWW/tsd

Cc: Craig MacDonald, Labor Relations Consultant  
President Torivio Mondragon

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**PROOF OF SERVICE (C.C.P.§1013a)**

***In Regard to Fresno County Deputy Probation Officers Association Proposed Class Specification – Supervising Probation Officer***

I am a citizen of the United States and a resident of the County of Sacramento. I am over the age of 18 years and am not a party to the within action. My business address is 1912 I Street, Sacramento, CA 95811.

On April 17, 2026, I served the below-described document(s) by the following means of service:

- ✓ **BY U.S. FIRST-CLASS MAIL [C.C.P. §§1013 & 1013(a)]:**  
I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this firm’s business practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully paid.
- ✓ **BY ELECTRONIC SERVICE [C.C.P. §1010.6(a)]:**  
Based on a court order or an agreement of the parties to accept electronic service, I caused a .pdf version of the below-described documents to be sent to the persons at the electronic mail addresses set forth below.

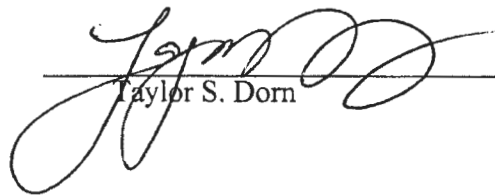
NAME/DESCRIPTION OF DOCUMENT(S) SERVED:

- **DEMAND FOR MEET AND CONFER**

ADDRESSES OF SERVICE:

<p><i>Via E-Mail &amp; U.S. Mail</i></p> <p>Matthew Gonzalez, Senior HR Analyst  Dept. of Human Resources - Labor Relations  County of Fresno  2220 Tulare Street  Fresno, California 93721  Email: matgonzalez@fresnocountyca.gov</p>
--

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and was executed on **April 17, 2026**, at Sacramento, California.



\_\_\_\_\_  
Taylor S. Dorn

1 **PROOF OF SERVICE (C.C.P.§1013a)**

2 ***In Regard to Fresno County Deputy Probation Officers Association Proposed Class***  
3 ***Specification – Supervising Probation Officer***

4 I am a citizen of the United States and a resident of the County of Sacramento. I am over  
5 the age of 18 years and am not a party to the within action. My business address is 1912 I Street,  
6 Sacramento, CA 95811.

7 On **April 17, 2026**, I served the below-described document(s) by the following means of  
8 service:

9 **✓ BY U.S. FIRST-CLASS MAIL [C.C.P. §§1013 & 1013(a)]:**

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14 Service, in a sealed envelope with postage fully paid.

15 **✓ BY ELECTRONIC SERVICE [C.C.P. §1010.6(a)]:**

16 Based on a court order or an agreement of the parties to accept electronic service, I caused a  
17 .pdf version of the below-described documents to be sent to the persons at the electronic mail  
18 addresses set forth below.

19 **NAME/DESCRIPTION OF DOCUMENT(S) SERVED:**

- 20 • **LETTER TO BOARD OF SUPERVISORS RE COUNTY FAILURE TO MEET**  
21 **AND CONFER**

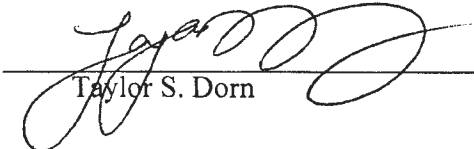
22 **ADDRESSES OF SERVICE:**

23 ***Via E-mail & U.S. Mail***

24 Board of Supervisors  
25 County of Fresno  
26 2281 Tulare Street, Rm 301  
27 Fresno California 93721  
28 Email: [clerkBOS@FresnoCountyCA.gov](mailto:clerkBOS@FresnoCountyCA.gov)

**Attn: Bernice Seidel**  
**Clerk of the Board**

I declare under penalty of perjury, under the laws of the State of California, that the  
foregoing is true and correct and was executed on **April 17, 2026**, at Sacramento, California.

  
Taylor S. Dorn