

SEIU 521

2025 Santa Clara County Chapter - DEBS Global Settlement Tentative Agreement (TA) FAQ

What will happen if union members in DEBS vote YES on the Tentative Agreement?

- A. The modifications to the contract including removal of numerical caseload standards will take effect after the Board of Supervisors have approved them. Wage increases will be effective on February 5, 2025 and in the paycheck dated February 20, 2026. **[More detailed information below.]**

All investigations of workers alleged to have improperly submitted time worked for overtime and meal allowances will stop and the County agrees that no adverse actions of any kind will be taken against any of these employees for such actions that may have occurred prior to December 8, 2025. Telework for employees under investigation should be restored on or about December 22, 2025.

What will happen if union members in DEBS workers vote NO on the Tentative Agreement?

A: The County will implement their alternative:

1. **Countywide:** Additional budget cuts and layoffs, especially in our Health & Hospital System
2. **DEBS:** EWII's will continue at their current rate of pay, the county will do its best to improve productivity by removing telework and increasing micromanagement. If Intake work declines as the County expects, employees laid off from Intake positions would bump into EWII positions in Continuing with pay reduced accordingly.
3. **Investigations Move Forward:** The County will resume the OT fraud investigations, which means hundreds of EWs would be at risk of losing their jobs, and may need to pay back money for unearned overtime wages and meal allowances they have already received as part of the investigation process it is expected that workers will also be required to report on coworkers.

Can Non-Members Vote?

- A. Only active, full dues paying members are eligible to vote on any union ratification. To ensure your vote is counted, you can activate your membership online at: www.seiu521.org/membership. As in the past, non-members will be able to cast a provisional ballot. That ballot will NOT be counted unless the non-member activates their membership to join the union.

How much raise will EW II get if the agreement is ratified?

A: All EW IIs will be elevated to the EW III classification pay scale. Which means, all EW IIs will receive approximately 13% pay raise (avg \$5.49 more per hour added to your current hourly pay). Effective on the first day of the second pay period following the second Board of Supervisors reading. *If the entire agreement is not ratified, the County has said they will NOT offer this pay raise at our upcoming contract negotiations.*

What if I already had my investigation. If we ratify the Tentative Agreement, could that information still be used against me or be part of my personnel file?

A: No, investigations and disciplinary matters only enter your personnel file once the discipline becomes final and we are only in the pre-stages of a discipline process. If the Global Settlement is ratified, there shall be no adverse effects of the investigations on you.

Will people under investigation have their telework back or be able to work overtime if the agreement is ratified?

A: The County has indicated that if this agreement is ratified that a notice will go out to all the workers that had their telework rescinded due to the investigations will be restored on or about December 22nd, 2025.

Can you define time card fraud the County is alleging?

A: The alleged failure of EW IIs, EW IIIs, or Eligibility Examiners to work the hours that they claimed for payment of wages or meal allowances for any overtime shift where the County assigned the employee a set number of overtime hours based on a set number of cases and/or tasks

If the agreement is ratified, will the County be prevented from bringing up this time card fraud in the future?

A: Yes, here is what the TA says: relating to solely: (1) the alleged failure of Eligibility Worker II, Eligibility Worker III, and/or Eligibility Examiner employees to work the hours that they claimed for payment of wages or meal allowances for any overtime shift where the County assigned the employee a set number of overtime hours based on a set number of cases and/or tasks that occurred prior to December 8, 2025; (2) the alleged failure of any SEIU Local 521-represented DEBS employee to report or take other action in response to awareness that an Eligibility Worker II, Eligibility Worker III, and/or Eligibility Examiner employee was engaged in conduct covered by item (1) above; and (3) the response or lack of response from Eligibility Worker II or Eligibility Worker III employees to questions posed during investigatory interviews that occurred from November 24, 2025 and December 5, 2025 regarding the alleged employee misconduct referenced wherein. If this tentative agreement is ratified, the County agrees it won't pursue any investigations regarding 1) this alleged overtime fraud; 2) any allegation that someone knew about this and failed to report it to the County; 3) how someone who was investigated in these investigations responded or didn't respond.

Additionally the TA provides that if ratified:

The County shall not take adverse action of any kind now or in the future, i.e., discipline, denial of a transfer or promotion, or an adverse performance rating or require an Eligibility Worker II, Eligibility Worker II, and/or Eligibility Examiner to reimburse the County or otherwise incur a financial penalty based on an investigation of the three above-referenced topics.

What happens to the rate of pay for EWIII's who are working as leads in Continuing?

A: Under the Tentative Agreement, EW III's who work in continuing will continue to receive their current rate of pay. This is because they do not technically receive a separate "lead" differential today, instead they are already getting EWIII pay for performing this set of duties. If the TA is ratified, those who are now EWII's will get the EWIII pay rate as well. There is nothing preventing the union from seeking a "lead differential" in future negotiations, but at this time these workers would continue to get their current rate of pay.

What about the floater differential?

A: Under the Tentative Agreement, the floater differential of \$4.00 per hour for EW IIs who float will be eliminated. However, all EW II's who currently receive the floater differential will receive a higher rate of pay for

all hours worked under the Tentative Agreement. That is because the Tentative agreement includes a 13% wage increase for EW II's base pay - this is an average of \$5.49 more per hour, and all pensionable wages. The current floater differential is not pensionable.

What does a normal 8-hour workday mean?

A: The County shall implement workloads based on what can be reasonably completed in an average workday/work week, taking into account the factors listed in Appendix G, Section 9.1 (Workload Standards), 9.4 (Differential Workloads). And 9.5 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads, and taking into account "the actual requirements of the task, the availability of appropriate training and technical support, and the ability to take all contractually required breaks and lunch periods," In addition, we established a bi-weekly Labor-Management Collaborative Meeting in DEBS for two years to jointly and swiftly resolve implementation issues.

If the Tentative Agreement is ratified, will continuing EW III's receive this 7.5% differential?

A: Pending ratification of the Tentative Agreement, EW III who were performing Intake Function and receiving 7.5% Intake Differential as of December 5, 2025, shall continue to receive the differential, so long as they remain in the Social Services Benefits Specialist role. It ends when they leave the classification. It does NOT apply to future hires. **Can you explain the telework parameters?**

A: The County has the right under its existing policy to rescind telework for employees at any time. However, pending ratification of our Tentative Agreement, the County shall not rescind telework on a larger scale basis for DEBS employees on the grounds of alleged timecard fraud that occurred prior to December 8, 2025 **Will the new title affect my seniority?**

A: No, your seniority date is your hire date and that remains. Appendix G, section 5.1, shall continue to apply to workers reclassified into the SSB series in DEBS.

How is it going to be determined how much time will be allocated to process an application? Processing time varies per application and program. What is a workday going to look like?

A: Because there is so much variance in how long a case may take, you will no longer be held to that type of standard. If this agreement is ratified, workloads will be based on what can be reasonably completed in an average workday/work week. Sometimes work will need to be shifted and there will be opportunity for us to work through those nuances at the bi-weekly meeting set up for these changes.

Under the Tentative Agreement, If a worker with the 7.5% differential gets deployed to non-intake functions, they keep the differential right? Will that be in writing?

A: Yes, that is correct and it is in writing in the agreement.

If the TA passes, when are these changes going to be implemented?

A: Raises will take place effective on the first day of the second pay period following the second Board of Supervisors reading. Raises will show around the pay date of Feb. 20th **Is this vote as a package or on individual proposals?**

A: You are voting for the entire Global Settlement.

Will EW II's have to learn other programs?

A: The County has indicated that they do not have plans to combine the work so that everyone would need to know everything. . Due to H.R.1 and state-related actions, the County expects that we will see changes in Eligibility work in the coming months. The bi-weekly Labor-Management Collaborative Meeting in DEBS will be the place for us to jointly and swiftly resolve implementation issues.

Will this affect bilingual pay?

A: There is no change to bilingual pay.

When and where will the TA ratification vote take place?

A: The ratification vote will be conducted electronically using our secure third party vendor, Election Buddy starting on Tuesday, December 16 at 8 am and will close on Wednesday, December 17 at 5pm. It's the same process we used for our full contract negotiations in 2023. You will receive a digital ballot to your personal email and cell number on file. In addition, members may cast a vote using their digital ballot at the worksite voting locations at:

Tuesday, December 17

- 11am to 1pm – North County: 1330 W Middlefield Rd, Mountain View - Break Room
- 11am to 1pm – South County: 379 Tomkins Ct, Gilroy - Upstairs Break room

Wednesday, December 18

- 11am to 1pm - 1877 Senter Rd - Break Room
- 1pm to 3pm - 1867 Senter Rd - Cafeteria
- 3pm to 5pm - 1919 Senter Rd - Break Room

Which classifications are voting on the TA?

A: EW I, EW II, EW III, Eligibility Examiners, and EW Supervisors.