



## Hiring Freezes with Guardrails Sample Language

### Limits to Hiring Freeze

#### **Jacksonville, Council 29 (2012-2015):**

The parties agree that the Employer retains all inherent management rights in respect to hiring bargaining unit employees. In recognition of the Union's acceptance of the necessity of a wage freeze, and pension benefit modification as described by enabling ordinance, for the period of October 1, 2012 to September 30, 2015, the City will continue its hiring freeze, **except for public safety positions and positions that are deemed mission-critical pursuant to established practice.** Prior to any external posting of bargaining unit vacancies, the City shall meet and confer with the Union regarding the necessity of the position. The Union shall meet with the Employer within 5 calendar days of notification. **The parties further agree to meet and confer at least once every six months to determine if the hiring freeze can be lifted or modified prior to the expiration of the contract. (p.12)**

#### *Administrative Policies*

The Governor of Washington [released a memo](#) in December 2024 about a hiring freeze with multiple exceptions:

The hiring freeze does not apply to positions that:

- directly impact public safety;
- are essential to the health and welfare activities of state government;
- generate revenue; or
- are required to meet statutory mandates or federal requirements.

#### **Alameda Health RN Unit, SEIU Local 1021 (2024-2028):**

**Budgeted vacancies shall be defined as the list of all vacant full-time positions and vacant permanent positions as of the effective date of this agreement. No positions may be frozen or deleted in order to reduce the number of budgeted vacancies targeted for hiring under this agreement except by mutual consent.** All full-time permanent positions shall be staffed with full-time permanent employees and all part-time positions shall be staffed with permanent part-time employees. (p.73)

### Working Out of Class Extension During Hiring Freeze

#### **Seattle, Local 21 (2023-2026):**

The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) **when a hiring freeze exists and vacancies cannot be filled;** (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation;

or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis. (p. 41)

### **Preventing Excessive Workloads**

#### *Disincentives for Understaffing*

#### **Local 2786, NY, Baker Victory Services (2017 – 2021) p. 40:**

In the event that the relevant staff to patient ratios are exceeded, employees shall be paid at time and a half (1 ½) for all such hours worked.

#### *Workload/Caseloads*

LETTER OF UNDERSTANDING BETWEEN HENNEPIN COUNTY AND AFSCME COUNCIL NO. 14, LOCALS 34 and 552;

*In the above-referenced labor agreements, the provision set forth below is found in Article 31, Meet and Confer:*

In addition, the parties mutually agree to conduct additional meet and confer sessions within individual departments or divisions. The number, frequency, length, scope and size of such meetings shall be determined by mutual agreement. The parties have reached the following understanding with respect to the interpretation and application of this language:

1. Upon request of the Union, the Employer agrees to meet and confer with Union representatives on issues related to workloads/caseloads in specific departments and divisions.
2. The objective of such meet and confer processes is to identify ideal workload or caseload sizes and methods of achieving or working towards ideal workloads/caseloads. It is specifically understood that actual assigned workloads may differ from ideal workloads. The goal of the parties is to conclude this meet and confer process within nine months of the Union's contract ratification date.
3. The Employer agrees that ideal or appropriate workloads/caseloads will be a significant consideration when assessing employee work performance.

#### **AFSCME Local 685 Los Angeles County, 2/1/2022-1/31/2025:**

#### ARTICLE 14 CASELOADS

##### Section 1. Definitions

- A. Workload is the number of employee hours which represent the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, unit, district, division or departmental employee work efforts.
- B. In the investigation categories, caseload is a number representing the quantity of new cases assigned during a three-month period to individual, group, unit, area, division or department employee(s). In the supervision categories, caseload is a number representing the quantity of cases assigned at a specific point in time to an individual, group, unit, district, division or department employee(s).
- C. Yardstick is a number used by Management to budget employee months each fiscal year.

## Section 2. Employee Assignments

Management will assign employees whose positions are justified by yardsticks to work contemplated in the development of such yardsticks.

## Section 3. Caseloads

- A. The following caseloads have been agreed upon as the average quarterly caseload per employee:
  - Adult Investigation Superior Court 63 to 74
  - Civil, Juvenile Court Investigations 63 to 74
  - Municipal Court Investigations II 157 to 184
  - Municipal Court Investigations I 315 to 369
  - Static Intake Officer 152 to 178
  - Juvenile Supervision 400 to 470
  - Juvenile Placement 138 to 162
  - High Risk Offender 552 to 648
  - Automated Minimum Service Caseload 2,758 to 3,241
- B. Management will assign specialized cases on the basis of operational requirements which will be equitable relative to the credit given for regular cases.
- C. The parties mutually agree to cooperate in maintaining operations in the Probation Department on the basis of the budget established by the Board of Supervisors during the term of this agreement. If management determines that it is necessary to increase or otherwise modify existing caseloads or create new categories of caseloads, it will notify Local 685. If Local 685 wishes to negotiate with management regarding the proposed changes, Local 685 shall notify management's authorized agent within five (5) working days from receipt of such notice. If agreement is not reached within thirty (30) days, management may implement such changes as it considers appropriate subject to the provisions of the grievance procedure of the agreement.
- D. The parties agree that the caseload assignments defined in paragraph A of this Section will remain in effect until six (6) months following implementation of the contract, except where changes are required due to emergent conditions which may arise during this period. Any modification of defined caseloads or establishment of new caseloads determined to be necessary by management in each succeeding six months' period of this agreement will be accomplished through the process defined in paragraph C of this Section.