

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Union Package Proposal
June 26, 2025

UNION PACKAGE PROPOSAL - F

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
ARTICLE 22—NO DISCRIMINATION	Union Proposal	March 20, 2025
ARTICLE 22T—NO DISCRIMINATION	Union Proposal	March 20, 2025
LOA 22.00-23-461—ALLEGED VIOLATIONS OF ARTICLE 22 AND 22T	Union Proposal	Sunset
ARTICLE 101—SAFETY AND HEALTH	Union Proposal	See Attached
ARTICLE 101T—SAFETY AND HEALTH	Union Proposal	See Attached
LOA 22.00-23-463—EQUITY AND NON-DISCRIMINATION		Continue as LOA
NEW LOA—DIGNITY CLAUSE	Union Proposal	See Attached.
NEW LOA – IMMIGRATION STATUS LEAVE	Union Proposal	April 9, 2025
NEW LOA – ERGS	Union Proposal	April 9, 2025

1 **ARTICLE 101--SAFETY AND HEALTH**

2 **Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the
3 Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

4 **Section 2.** The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision
5 K, Medical Services and First Aid. The Agency shall provide first aid kits in all work areas
6 which include the items listed in Oregon Occupational Health Rules. These kits shall be
7 inspected periodically to insure their completeness.

8 **Section 3.** If an employee claims that an assigned job, vehicle, or equipment is unsafe or might
9 endanger their health, and for that reason refuses to do the job or use the vehicle or equipment,
10 the employee shall immediately give specific reason(s) in writing to their supervisor. If disputing
11 the employee's claim, the supervisor will request an immediate determination by the Agency
12 Safety Officer, or if none is available, by [Oregon Occupational Safety and Health Administration](#)
13 [\(OROSHA\) of the Department of Consumer & Business Services](#), as to whether the job, vehicle
14 or equipment is safe or unsafe. The supervisor will inform the employee of the disposition of the
15 claim.

16 **Section 4.** Pending the disposition of the claim, the employee shall be given another vehicle or
17 equipment or other work. If no work is available, the employee shall be sent home. Time lost by
18 the employee, as a result of refusal to perform work on the grounds that it is unsafe under
19 Oregon Safe Employment Act standards, shall not be paid by the Agency unless the employee's
20 claim is upheld by the Agency Safety Officer or the Department of Consumer & Business
21 Services.

22 **Section 5.** As provided by ORS 656.202, if in the conduct of official duties an employee is
23 exposed to serious communicable diseases or hazardous materials which would require

immunizations or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness or disability. Time for immunizations or testing for an employee who is exposed to a serious communicable disease on the job, and which is not covered by the employee's workers' compensation claim, shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.

Section 6. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 29 CFR 1910.1200.

Section 7. Air Quality Index (AQI)

(a) The Air Quality Index (AQI) was developed by the US Environmental Protection Agency as an indicator of overall air quality and is based on the five (5) criteria pollutants regulated under the Clean Air Act: ground-level ozone, particulate matter, carbon monoxide, sulfur dioxide, and nitrogen dioxide. Employee exposure levels to wildfire smoke is determined by the current workplace ambient air concentration for particulate matter 2.5 (PM2.5), regardless of the concentrations for other pollutants.

(b) Outdoor Work and Air Quality. Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5

46 ug/m3 (equivalent to an AQI at or above 151) will be provided with the
47 appropriate OSHA recommended safety equipment.

48 (c) When elevated AQI levels require a building closure or delayed opening,

49 [Article 123-Inclement or Hazardous Conditions](#) shall apply.

50 **Section 8.** The Employer is committed to a violence-free work environment and will take
51 appropriate measures to promote a safe work environment, pursuant to agency or the statewide
52 Violence-Free Workplace Policy (50.010.02) whichever is appropriate.

53 **Section 9.** The Employer is committed to taking appropriate measures in creating and
54 maintaining a professional workplace that is respectful, professional and free from inappropriate
55 workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy
56 (50.010.03). Each Agency will maintain an internal complaint procedure that includes an
57 escalation process. The internal complaint procedure will be included in new employee
58 onboarding. No employee shall be subject to retaliation for filing a complaint, providing a
59 statement, or otherwise participating in the administration of this process. **Employees who have**
60 **filed complaints against their direct supervisors shall be moved to a different supervisor for**
61 **the course of the investigation.** Any alleged violations of the statewide Maintaining a
62 Professional Workplace Policy are not subject to the grievance and arbitration procedure outlined
63 in [Article 21.](#) **However, the employee's steward shall be able to request the investigatory file**
64 **for the investigation upon its conclusion.**

65 **Section 10.** Where appropriate, the Agency will provide trauma training and critical-incident
66 stress debriefing. If the Union believes that additional employees in their Agency need trauma
67 training, the issue shall be addressed through Agency Labor/Management Committees.

68 **Section 11.** The Employer will research the ability to provide employees access to the Mental
69 Health First Aid Training. The Employer shall provide the Union with the research obtained and
70 will notify the Union regarding the State's ability to provide access to the Mental Health First
71 Aid training on a statewide basis by December 31, 2023.
72 (See Letter of Agreement [101.00-21-393](#) in Appendix A.)

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1 **ARTICLE 101T--SAFETY AND HEALTH (Temporary Employees)**

2 **Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the
3 Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

4 **Section 2.** The Employer is committed to taking appropriate measures in creating and
5 maintaining a professional workplace that is respectful, professional and free from inappropriate
6 workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy
7 (50.010.03). Each Agency will maintain an internal complaint procedure that includes an
8 escalation process. The internal complaint procedure will be included in new employee
9 onboarding. No employee shall be subject to retaliation for filing a complaint, providing a
10 statement, or otherwise participating in the administration of this process. **Employees who have**
11 **filed complaints against their direct supervisors shall be moved to a different supervisor for**
12 **the course of the investigation.** Any alleged violations of the statewide Maintaining a
13 Professional Workplace Policy are not subject to the grievance and arbitration procedure outlined
14 in [Article 21](#). **However, the employee's steward shall be able to request the investigatory file**
15 **for the investigation upon its conclusion.**

16 **Section 3.** Where appropriate, the Agency will provide trauma training and critical incident
17 stress debriefing. If the Union believes that additional employees in their Agency need trauma
18 training, the issue shall be addressed through Agency Labor/Management Committees.

19 **Section 4. Air Quality Index (AQI).**

- 20 (a) The Air Quality Index (AQI) was developed by the US Environmental
21 Protection Agency as an indicator of overall air quality and is based on
22 the five (5) criteria pollutants regulated under the Clean Air Act: ground-
23 level ozone, particulate matter, carbon monoxide, sulfur dioxide, and

nitrogen dioxide. Employee exposure levels to wildfire smoke is determined by the current workplace ambient air concentration for particulate matter 2.5 (PM2.5), regardless of the concentrations for other pollutants.

(b) Outdoor Work and Air Quality. Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5 ug/m3 (equivalent to an AQI at or above 151) will be provided with the appropriate OSHA recommended safety equipment.

(c) When elevated AQI levels require a building closure or delayed opening, [Article 123-Incident or Hazardous Conditions](#) shall apply.

NEW ARTICLE

DIGNITY CLAUSE

The State is committed to providing a workplace where all employees, regardless of the employee's classification or pay status, are treated ~~by supervisors and managers~~ in a manner that maintains generally accepted standards of human dignity and courtesy. Conduct that is unwelcome, unwanted, offensive, hostile, intimidating, threatening, humiliating, or violent is prohibited. Managers and supervisors are held to a higher standard and are expected to be proactive in creating and maintaining a harassment-free workplace.