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**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Management Counter Proposal
July 30, 2025**

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

2 **Section 1.** The Agency agrees to abide by standards of safety and health in
3 accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and
4 654.991).

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

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

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

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Section 5. As provided by ORS 656.202, if in the conduct of official duties an employee is 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.

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(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.

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

Section 9. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy (50.010.03). Each Agency will maintain an internal complaint procedure that includes an escalation process. The internal complaint procedure will be included in new employee onboarding. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process. **Upon receipt of a complaint, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses.** Any alleged violations of the statewide Maintaining a Professional

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Workplace Policy are not subject to the grievance and arbitration procedure outlined in [Article 21](#).

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

Section 11. The Employer will research the ability to provide employees access to the Mental Health First Aid Training. The Employer shall provide the Union with the research obtained and will notify the Union regarding the State's ability to provide access to the Mental Health First Aid training on a statewide basis by December 31, 2023.

(See Letter of Agreement [101.00-21-393](#) in Appendix A.)