

ARTICLE 31 – COMMUNICABLE DISEASE MANAGEMENT AND EMERGING INFECTIOUS DISEASE

The parties agree to collaborate and communicate regarding standards and practices to protect nursing staff and patients, consistent with federal and state guidance and best available evidence-based science.

31.1 Exposure to Serious Communicable Disease. If in the conduct of official duties an employee is exposed to a serious communicable disease ~~as or~~ is determined by Occupational Health ~~exposure to a disease,~~ **the Employer will provide notice as soon as reasonably possible with relevant information and guidance. If said exposure in the conduct of official duties** ~~which~~ would require immunization, testing or treatment, the employee shall be provided immunization against, testing for, or treatment of such communicable disease without cost to the employee. Employees who Occupational Health requires to quarantine **or isolate** due to **an** high-risk exposures at work ~~as determined by Occupational Health,~~ and who are not receiving time loss benefits on a workers' compensation claim, shall receive paid administrative leave **at regular straight** rate of pay for the **applicable most cautious quarantine time according to the current evidence-based public health** ~~lesser of the government recommended quarantine/isolation period,~~ for the disease to which the employee was exposed **or until cleared to return to work by Occupational Health, whichever is longer sooner.** This section does not apply for nurses while they are assigned to work from home.

31.2 Influenza-Respiratory Viruses Prevention Vaccine and Masking Policy. The parties will endeavor to collaborate in educating the workforce about the ~~dangers~~ **risks** of **respiratory viruses, including** influenza, **COVID-19, RSV, and others,** and **their** ~~its~~ potential impact on patients, visitors, and fellow employees, and to promote ~~the importance of vaccination, an influenza vaccine program.~~ Generally, all healthcare workforce members will be encouraged **to receive** ~~get an influenza~~ **vaccinations recommended by evidence-based public health and regulatory guidance,** unless they have a medical contraindication.'

31.2.1 Any nurse who declines to get an influenza vaccination **recommended by OHSU Occupational Health** will fill out a confidential declination form. ~~Information as to the vVaccination status of each nurse will be maintained in a confidential file separate from the nurse's personnel file and accessed only by individuals with a legitimate need to know, including but not limited to Employer reviewers meeting standards set by the Det Norske Veritas (DNV) reporters of declination data for governmental surveys~~ **representatives responsible for regulatory or accreditation reporting (e.g., DNV requirements).**

~~Other than filling out this form,~~ **Except for completion of the declination form,** ~~no~~ nurses will **be are not** required to **disclose** ~~divulge~~ the reason for their vaccination status to anyone else.

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~~31.2.2 Any nurse who declines to get an influenza vaccination will wear a mask within six (6) feet of a patient in patient care areas during the “Masks On” period.~~

31.2.3 The Employer will not count a nurse’s unscheduled absence for flu-like symptoms as an “occurrence” under its attendance policy. It shall be assumed that a nurse’s **If the nurse believes that they have contracted an illness is due to a workplace exposure and they may apply for workers’ compensation. The Employer will answer questions about alleged workplace exposure truthfully based on the facts known.** if each of the following criteria is met:

- ~~a. The absence occurs during the “Masks On” period.~~
- ~~b. The nurse has flu like symptoms that are documented in writing by a healthcare practitioner after an examination.~~
- ~~c. The above referenced documentation is provided to the nurse’s manager no later than the start of the next shift that the nurse works.~~
- ~~d. The absence does not extend beyond four (4) consecutive calendar days (96 consecutive hours).~~
- ~~e. The nurse has not qualified for this exception on any previous occasion during the same influenza season. Nurses may qualify for this occurrence exception on no more than one occasion each influenza season.~~

~~Any documented or additional unscheduled absence for flu-like symptoms will be considered an occurrence and managed in accordance with the Employer’s attendance policy.~~

31.2.4 Due to the increased risk of infection and transmission that nurses take on by working in healthcare, the parties commit to encouraging sick employees to stay home from work. The Employer will maintain policies for determining if employees need to stay home based on the most accurate public health information.

~~31.2.5 Charge nurses will be expected to respond to Influenza Vaccine and Masking Policy (“Policy”) compliance issues as they would any other compliance issue in the course of their job duties.~~

31.4 Additional Vaccine Quarantine/Isolation Requirements. Any further required vaccines and quarantine/isolation requirements shall be negotiated with the Association.

31.5 Personal Protective Equipment (PPE). The Employer will, in good faith, use reasonable efforts to ensure that necessary and appropriate PPE is available for bargaining unit nurses (which may include tracking the volume of PPE on hand, forecasting need, and reporting on procurement problems to the Emergency Management Committee **Readiness Huddle**. Further,

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the Employer will comply with laws and regulations governing PPE use by all bargaining unit nurses. Additional accommodations for PPE should be sought through Occupational Health. The Employer will make a reasonable effort to offer PPE will be offered in sizes that fit different all height, weight, and body size or types. If appropriate PPE is not available, nurses shall be notified before reporting to work and will be allowed to wear approved PPE from outside the worksite. If PPE is approved for the nurse's work area and the nurse obtains pre-approval of the cost, OHSU will pay for the cost of purchase. and cost of purchase will be covered by the Employer.

31.6 Emerging Infectious Diseases (EIDs)

31.6.1 High Risk Employees: A nurse who has a health condition that they believe would endanger them if they were to work their normal rotation shall ~~should~~ contact Occupational Health and follow OHSU processes and relevant policies, including the accommodations process as appropriate.

31.6.2 ED Staffing/Prescreening: The Employer commits to taking extra screening precautions during a major outbreaks of EIDs ~~novel serious communicable diseases~~ and, to the extent possible, maintaining nurse staffing levels to support emergency departments which are the entry point for patients into OHSU. To minimize exposures of employees and patients, management will provide proper support staff for ~~federal and state~~ recommended screenings according to best available evidence-based public health and regulatory standards during an EID ~~novel serious communicable disease~~ outbreak.

31.6.3 EID Communicable Disease Task Force. In the event of an EID, then at the request of the Association or the Employer ~~will establish~~ will be established that includes four (4) Association representatives paid at their regular straight rate, the Employer's Chief Nursing Executive or designee and three (3) other Employer representatives. The Task Force will be increased in size by one (1) additional representative member for the Association and the Employer for every additional 2,000 union-represented members added after the 2026 successor contract negotiations. The task force meets when needed to discuss EIDs ~~novel communicable diseases~~, including assessing the most current information, policies and procedures, and to raise substantiated issues regarding transparency, protection of patients and staff, individual liberty, and stewardship of resources. Thereafter, the task force may make agreed recommendations to the EOC to take appropriate actions to safeguard patients and staff. The Employer and Association agree to maintain open communication to problem solve as issues arise.

Task Force's Functions: The task force shall include the following functions:

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a. Meetings. Meetings will be scheduled as mutually agreed by the AURN President or designee and the Chief Nursing Executive or designee and shall be of a duration to share bi-directional information, input, and feedback.

b. Scope. The task force shall monitor safety for EIDs ~~novel communicable diseases~~ and review and assess policies/protocols and safety equipment/resources, address staffing concerns that arise and to issue dual communications to Association represented nurses. The task force shall prioritize reasonable proactive approaches to address issues. The Employer and/or the Association may determine if specific guests and content experts should be included in the meetings.

c. Communicable Disease Testing and Screenings. The Employer shall provide tuberculosis, communicable disease, all tests and screenings recommended or required by the Employer by best available evidence based science and practice ~~all other Employer recommended or required screenings/tests at no cost to the employee in accordance with evidence-based guidelines as approved by Occupational Health. If screening and testing is required for nurses to report to work, the Employer shall absorb the cost.~~

~~If in the conduct of official duties, an employee is exposed to serious communicable disease in the workplace as determined by Occupational Health that would require immunization, treatment, or testing, and if immunization, treatment, or testing will prevent such disease from occurring, the employee, with prior approval of the Employer, shall be provided immunization, treatment, or testing for such communicable disease without cost to the employee.~~

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