

Reporting of Infectious Disease Exposures

What, if any, special conditions apply to infectious disease exposures?

When a worker contracts an infectious disease as a result of employment, the worker is entitled to compensation if the following conditions are met:

- The nature of employment involves sufficient exposure to the source of infection; and
- the nature of employment is shown to be the cause of the condition; or
- the nature of employment creates an increased risk of exposure for the worker.

If a worker, as a result of contracting a compensable infectious disease, is forced by the terms of the Public Health Act to lose time from work, the time loss is compensable, whether or not the worker is disabled.

When immunization is required for the prevention of a work-related disease or infection, and as a result of a reaction to this compulsory immunization a worker experiences a loss of earnings, WCB-Alberta will consider the reaction and its consequences to be compensable.

What is the responsibility of an employer to report infectious disease exposures?

As in any other work-related injury/condition, an employer that receives notice from a worker of an accident or acquires knowledge of an accident or allegation of an accident shall:

- Record details of the accident/incident as required by the Workers' Compensation Regulations and provide a copy to the worker; and
- report the accident/incident to WCB-Alberta if the worker is disabled or likely to be disabled for more than the day of the accident.

Why is an exposure to infectious disease considered a work-related accident/incident?

An accident is defined in the *Workers' Compensation Act* as an accident or occupational disease that arises out of and occurs in the course of employment in an industry to which the Act applies and includes:

- A disabling or potentially disabling condition caused by an occupational disease (occupational diseases are defined in the Workers' Compensation Regulations, Section 20).

What kind of occupational diseases or conditions does WCB-Alberta consider to be potentially work-related?

Sections 20 (1) and (2) of the regulations provide a definition of occupational disease. Schedule B of the regulations lists diseases or conditions known to be caused in the workplace. The list below is not intended to be all-inclusive, but provides examples of occupational diseases or conditions:

- Bacterial meningitis; bodily fluid exposure (this includes human bites); brucellosis; chicken pox; Hantavirus; Hepatitis - A, B, C, etc. (this does not include hepatitis that occurs as

a result of a complication of surgery, e.g., from blood transfusions); herpes; HIV; Lyme disease; measles; mumps; Norwalk virus, influenza; SARS; Staphylococcus aureus; Salmonella organisms; tuberculosis; or West Nile.

How does WCB-Alberta confirm a worker contracted the occupational disease/condition at the workplace?

Like any other claim, WCB-Alberta will determine if the exposure to an infectious disease arose out of employment and was caused by an employment hazard. An employment hazard is defined as employment circumstances which present a risk of injury – in this case, the exposure.

When it comes to infectious disease, the standard for determining the link between the illness and the workplace is higher, in recognition of potential non-occupational exposures. In some cases, WCB-Alberta requires a declaration of an outbreak from the Medical Officer of Health.

WCB-Alberta will determine if the accident (exposure) occurred in the course of employment, and if the time and place are consistent with the obligations and expectations of employment. WCB-Alberta will also obtain evidence including accident reports, witness reports, medical information and accepted medical opinions, as well as any facts relevant to the accident (exposure). If the information received is not sufficient to adjudicate the claim(s), WCB-Alberta will gather additional evidence relevant to the claim.

What type of evidence does WCB-Alberta consider relevant in the case of Norwalk virus or influenza exposure?

In the investigation of Norwalk virus or influenza exposure claims, WCB-Alberta confirms an outbreak was declared by Public Health in the workplace. In order for the claim to be considered acceptable, the worker must contract (display signs/symptoms) the infectious disease.

If a worker, as a result of contracting a compensable infectious disease, is forced by the terms of the Public Health Act to lose time from work, the time loss is compensable, whether or not the worker is disabled.

In the case of infectious diseases, however, coverage is not extended unless the worker's employment requires sufficient exposure to the source of infection. In these situations the nature of employment must be of causative significance or create an increased risk of exposure for the worker.

In cases where an outbreak has been declared and there may be dozens of workers exposed, does the employer need to report on every worker?

No. The employer needs to report exposures that result in:

- Workers being symptomatic and missing time from work;
- workers being symptomatic and directed to be away from work as a result of the Public Health Act; or
- workers needing ongoing medical treatment as a result of the exposure.

Workers who were exposed, but do not contract a disease or condition, simply need to have their cases recorded. If these cases are reported to WCB-Alberta, we will register and administer them as notice-only claims.

WCB-Alberta has worked, and will continue to work with employers to explore ways in which to minimize the paperwork which may result from a declared outbreak.

Why should an employer have to report infectious disease exposures and why can't workers use sick time to cover off days missed from work?

It's the law to report workplace injuries, and it's the right thing to do for workers. If workers are exposed to any workplace hazard that results in a disability it is compensable as per the *Workers' Compensation Act*.

Section 25 (4) of the *Workers' Compensation Act* states, "No employer shall deduct sick pay entitlement or otherwise reduce the usual benefits to which the worker is entitled"

One of the fundamental principles of workers' compensation insurance is that employers have agreed to fund the program; in exchange, workers gave up the right to sue their employers for the impact of work-related injuries.