

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

**ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT**

Authorization:

BoD Resolution 2023/03/10

Date:

June 20, 2023

REFERENCE:

[Workers' Compensation Act, RSA 2000, Sections 1\(1\), 24, 24.1, 24.2, and 28](#)

[Workers' Compensation Regulation, Sections 2-7, 20, Schedules A and B](#)

[Firefighters' Primary Site Cancer Regulation](#)

POLICY:

To be compensable, an *accident* must meet two conditions; it must:

1. *arise out of employment, AND*
2. *occur in the course of employment.*

When WCB is notified of an accident, it initiates inquiries to obtain all relevant *evidence*, and adjudicates the eligibility of the claim based on the weight of that evidence.

If, after gathering all the available evidence, it is clear that one of the conditions is met but there is insufficient evidence on which to base a decision regarding the second condition, the *statutory presumptions* contained in s.24 of the *Workers' Compensation Act (WCA)* will apply.

Workers are not entitled to compensation if they have *removed themselves from the course of employment* by their actions, and may not be entitled if the accident was a result of *serious and wilful misconduct*.

This policy is effective **September 1, 2023**, except when noted otherwise in a specific policy section(s).

INTERPRETATION

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1.0 Accident

For the purposes of workers' compensation, "accident" includes the circumstances defined in s.1(1)(a) of the *WCA*:

an accident that arises out of and occurs in the course of employment in an industry to which the *WCA* applies and includes

- (i) a wilful and intentional act, not being the act of the worker who suffers the accident,
- (ii) a chance event occasioned by a physical or natural cause,
- (iii) disablement, and
- (iv) a disabling or potentially disabling condition caused by an occupational disease

2.0 Arises out of Employment

An accident arises out of employment when it is caused by an **employment hazard**.

Employment Hazard

Employment hazard deals with *how* the injury occurred. An employment hazard is defined as an employment circumstance which presents a risk of injury. The hazard may be directly related to the industry or occupation (for example, machinery, chemicals, worksite ergonomics), or may be incidental (for example, weather conditions, insect bites, third-party vehicles).

Personal Risks, Conditions, and Hazards

Risks or conditions which are personal to the worker (such as the worker's physical or pre-existing condition or personal relationships) are not hazards of employment unless employment factors contribute to the occurrence of injury. Personal hazards are introduced by the worker and not under the control of the employer. They are hazards specific to a worker and do not arise out of employment (see Application 2).

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3.0 Occurs in the Course of Employment

An accident occurs in the course of employment when it happens at a **time and place** consistent with the obligations and expectations of employment.

Time and Place

Time and place consider *when* and *where* the injury occurred. Time and place are not strictly limited to the normal hours of work or the employer's premises. For more information on working outside normal hours and working outside the employer's premises, including designated workspaces (e.g., working from home), see Application 2.

Regardless of when and where the injury takes place, there must be a relationship between employment expectations and the time and place the accident occurs (see Part II, Applications 2 and 3).

4.0 Evidence

Evidence includes accident reports, witness reports, medical information, and accepted medical opinion, as well as any other facts relevant to the accident.

If the information received on the required reports is not sufficient to adjudicate the claim, WCB is responsible for gathering additional evidence relevant to the claim.

5.0 Statutory Presumptions

A statutory presumption is a presumption created by legislation (under an Act or regulation). In workers' compensation, statutory presumptions are used to presume a worker's injury or disease arose out of and occurred in the course of employment, if the criteria outlined in the Act or regulation is met.

Under s.24 of the *WCA*, if an accident *arose out of the employment*, unless the contrary is shown, it is presumed that it *occurred during the course of the employment*, and if an accident *occurred during the course of the employment*, unless the contrary is shown, it is presumed that it *arose out of the employment*. The presumption does not release WCB

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Statutory presumptions (continued)

from its obligation to inquire into and examine the circumstances of the injury.

See Part II, Application 2, Question 3 for additional information.

6.0 Removing Oneself From the Course of Employment

A worker will lose entitlement to compensation if the worker's actions at the time of the injury are a substantial deviation from the expectations and conditions of employment (see Part II, Application 5).

7.0 Serious and Wilful Misconduct

A worker is normally not entitled to compensation when the injury is primarily due to serious and wilful misconduct. The only exception is when the injury results in serious disability or death (see Part II, Application 6).

Serious and wilful misconduct is a deliberate and unreasonable breach of law or rule which is designed for safety, well known to the worker, and enforced.

Serious disability is normally defined as permanent disability, but WCB is not bound by that definition and will consider the specific circumstances of each case. In cases of serious disability, the worker is eligible for compensation on the same basis as any other claim.

Please see Part II for additional information on the following subjects:

Application

- 1 – [Arises Out of and Occurs in the Course of Employment Chart](#)
- 2 – [Employment Hazards, Time, and Place](#)
- 3 – [Work-Related Travel](#)
- 4 – [Athletic Activity](#)
- 5 – [Removing Oneself From the Course of Employment](#)

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6 – [Serious and Wilful Misconduct](#)

7 – [Causation](#)

[Document History](#)

Previous versions

- [Policy 0201 Part I - April 2018](#)
- [Policy 0201 Part I - August 2015](#)
- [Policy 0201 Part I - April 2014](#)
- [Policy 0201 Part I - January 2004](#)
- [Policy 0201 Part I - June 2003](#)
- [Policy 0201 Part I - January 2002](#)
- [Policy 0201 Part I \(consolidated manual 1st Issue\) - February 1997](#)

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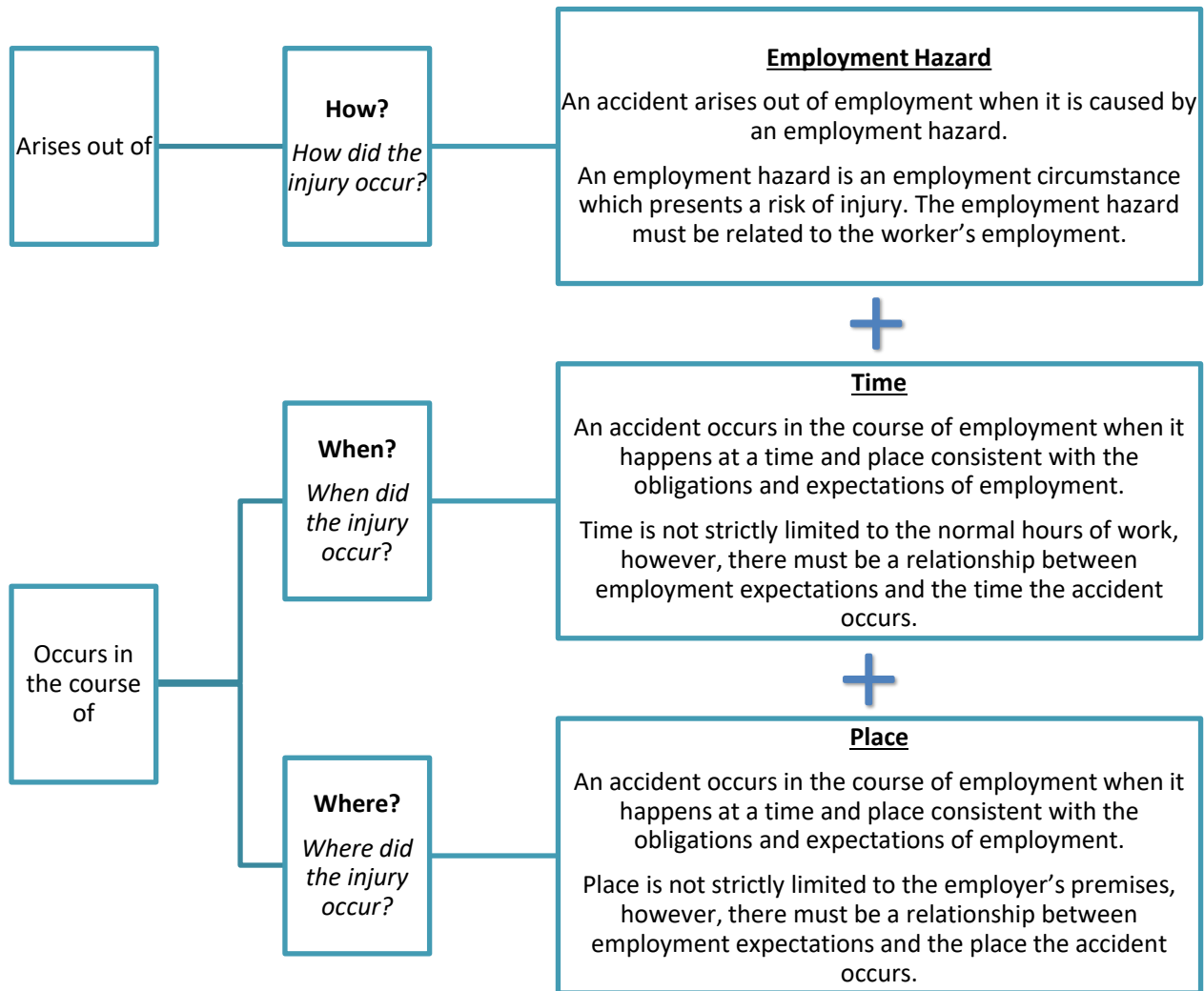
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**APPLICATION 1: ARISES OUT OF AND OCCURS IN THE COURSE OF
EMPLOYMENT CHART**



[Document History](#)

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APPLICATION 2: EMPLOYMENT HAZARDS, TIME, AND PLACE

Determining compensability: time, place, and hazard

1. *What is arising out of and occurring in the course of employment?*

To be compensable, an accident must meet two conditions, it must:

- 1) Arise out of employment (an accident arises out of employment when it is caused by an **employment hazard**), AND**
- 2) Occur in the course of employment (an accident occurs in the course of employment when it happens at a **time** and **place** consistent with the obligations and expectations of employment).**

Unless specifically stated otherwise, the standard of causation used to determine arising out of and occurring in the course of employment is the *but for* test (see Application 7 – Causation).

2. *How does WCB determine whether an accident arose out of and occurred in the course of employment?*

For an accident to be compensable, the employment hazard, time, and place must be work-related.

- Employment hazard deals with *how* the accident occurred
- Time considers *when* the accident occurred
- Place considers *where* the accident occurred

Coverage is determined on a case-by-case basis, considering the individual circumstances of each claim.

3. *Do both requirements (arise out of and occur in the course of) need to be established?*

Yes, the accident must arise out of *and* occur in the course of employment to be compensable. To establish this, WCB obtains all relevant evidence and adjudicates the eligibility of the claim based on the weight of that evidence.

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*Arise out of and occur in the
course of employment
(continued)*

If, after gathering all the available evidence, it is clear that one of the conditions is met but there is insufficient evidence to base a decision regarding the second condition, the statutory presumptions contained in s.24 of the *WCA* apply.

Under s.24, if an accident *arose out of the employment*, unless the contrary is shown, it is presumed that it *occurred during the course of the employment*, and if an accident *occurred during the course of the employment*, unless the contrary is shown, it is presumed that it *arose out of the employment*.

In most cases, there is sufficient evidence to determine time, place, and hazard, so the presumption does not come into play. However, there are circumstances where the presumption is used, such as if a worker is found unconscious on the floor; there were no witnesses to the fall; and, because of the injury, the worker has no recollection of the incident.

4. *Does an agreement between the worker and the employer about time and place of work determine whether an accident is compensable?*

No, not on its own. Ideally, the employer and worker will have a written agreement specifying when and where work is to take place.

Coverage generally only extends to the time and place specified in the agreement, however, in a no-fault system, an accident may still be compensable if it happens at a time or place outside of the agreement (or if there is no agreement), provided the **time, place, and hazard are consistent with the obligations and expectations of employment.**

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Agreement between employer and worker (continued)

The terms of the agreement are useful factors to consider, in conjunction with all other relevant factors outlined in this policy.

5. *When and where does coverage begin and end?*

Coverage generally begins when the worker enters the employer's premises, specific worksite, or designated workspace to start the work shift and ends upon leaving it at the end of the work shift. See Question 6 for more information about the employer's premises, specific worksite, and designated workspace.

Time and place are not strictly limited to the normal hours of work or the employer's premises; however, time and place of work must be consistent with employment (i.e., there must be a relationship between employment requirements and expectations and the time and place the accident occurs).

Additional guidance is provided throughout this policy. For time and place, see Questions 6-9.

For coverage during work-related travel, see Application 3.

Place

6. *What is a place of work consistent with employment?*

To be compensable, the accident must happen at a place consistent with employment. Place considers *where* the injury occurs.

Place is not strictly limited to the employer's premises, however, there **must be a relationship between employment requirements and expectations and the place the accident occurs.**

Ideally, the employer and worker have a written agreement specifying where work is to take place (see Question 4).

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APPLICATION 2: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Place consistent with work
(continued)*

Work may occur at various locations including, but not limited to:

- an *employer’s premises*, including buildings or property owned or leased by the employer, (e.g., parking lots, walkways),
- a *specific worksite*, assigned, directed, or authorized by the employer (e.g., construction site),
- a “*designated workspace*”, directed, or authorized by the employer (e.g., working from a home office)

A designated workspace is a place of work other than the employer’s premises or a specific worksite. It is a specified or defined area directed or authorized by the employer. If work takes place outside of the employer’s premises or specific worksite:

- the designated workspace is a place where the worker is reasonably expected to be while engaged in work-related activities, and
- there must be a relationship between employment requirements and expectations and the place the accident occurs.

Many factors may help determine whether an accident happened at a place consistent with the obligations and expectations of employment. Factors should be considered in conjunction with each other. One factor on its own does not necessarily determine whether an accident is compensable.

For coverage during work-related travel, see Application 3.

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7. *What if the accident occurs while entering/exiting the location where work will be done?*

Workers are entitled to safe entry and exit to and from the employer’s premises or specific worksite. Injuries occurring on the access route while entering or exiting the employer’s premises or specific worksite for employment purposes may be covered if a hazard of the access route contributed to the injury. The access route is any direct access into and out of the employer’s premises or specific worksite. For safe entry and exit when working from a designated workspace (e.g., a home office), see Question 15.

Coverage for safe entry and exit may be extended to the access route only if:

- the **access route is limited**, and
- the worker is making **reasonable and permitted use** of the access route, and
- the accident results from an **employment hazard** of the route (not a personal hazard). See Questions 10-13

Coverage is therefore extended to include:

- common areas and hallways en route to the employer’s place of business in shared premises
- attached or adjacent parking lots owned, operated, or leased by the employer
- detached parking lots, provided the employer has arranged parking privileges there for the worker

Workers are not generally covered when crossing other public property that separates detached parking lots and the employer’s premises. Coverage is not typically extended to

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Safe entry/exit (continued)

accidents that occur on public property, even when the employer is responsible for maintaining the public property.

Many factors may be considered to help determine whether a worker is covered while entering or exiting an employer’s premises or specific worksite. Factors should be considered in conjunction with each other. One factor on its own does not necessarily determine whether an accident is compensable.

For workers living in employer-provided residential facilities, see Question 17. For coverage during work-related travel, including access to an isolated location, see Application 3.

Time

8. *What is a time consistent with employment?*

To be compensable, the accident must happen at a time consistent with employment. Time considers *when* the injury occurs.

Time is not strictly limited to normal hours of work, however, there **must be a relationship between employment requirements and expectations and the time the accident occurs.**

Coverage may extend outside normal working hours:

- if directed or authorized (explicitly or implicitly) by the employer, (e.g., when a worker is called in to work, or when there is a pattern of working outside normal work hours), or

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*Time consistent with
employment (continued)*

- for workers who are working in an isolated location and staying in residential facilities such as bunkhouses or campsites

Payment is one factor considered when determining if an accident occurred during a time consistent with employment. However, payment is considered in conjunction with all other factors.

Ideally, the employer and worker have a written agreement specifying when work is to take place. See Question 4.

Many factors may help determine whether an accident happened at a time consistent with the obligations and expectations of employment. Factors should be considered in conjunction with each other. One factor on its own does not necessarily determine whether an accident is compensable.

See Question 14 for information on working from a designated workspace. For coverage during work-related travel, see Application 3.

9. *Is the worker covered during breaks?*

Breaks are brief interludes of personal activity during normal work hours.

When a worker sustains an injury during a break on the employer’s premises or a specific worksite, the injury is compensable provided:

- the worker was making reasonable and proper use of the premises/worksite, and
- the hazard that caused the injury was a hazard of the premises/worksite, or a hazard introduced by or under

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Breaks (continued)

the control of the employer, (i.e., the injury was not caused solely by a personal hazard, or solely due to a hazard unrelated to work), and

- the injury didn't occur during a deviation for personal reasons, activities, or business (e.g., the worker goes to a café or goes shopping on their break)

For breaks when working from a designated workspace (e.g., home office), see Question 15.

If a worker leaves the employer's premises or specific worksite during their break, see Question 7 regarding safe entry and exit.

For accidents that occur during breaks during work-related travel, including mobile workers such as delivery drivers and transit operators, see Application 3.

Employment hazard

10. *What is an employment hazard?*

To be compensable, the accident must be caused by an employment hazard. Employment hazard deals with *how* the injury occurs.

An employment hazard is an employment circumstance that presents a risk of injury. The hazard **must be related to the worker's employment.**

The hazard may be:

- directly related to the worker's job duties (e.g., supplies, equipment, machinery, chemicals, worksite ergonomics), or

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*Employment hazard
(continued)*

- indirect/incidental through:
 - positional risk (e.g., environmental hazards, third-party vehicles) or,
 - personal risk factors (e.g., personal relationships, pre-existing conditions).

Many factors may help determine whether an accident was caused by an employment hazard. Factors should be considered in conjunction with each other. One factor on its own does not necessarily determine whether an accident is compensable.

For coverage during work-related travel, see Application 3. For working from a designated workspace, see Question 14.

11. *What is positional risk? Is it compensable?*

Positional risk occurs when a worker’s employment causes the worker to be in a place at a time when they are exposed to a hazard.

For positional risk to be compensable, the worker’s employment **directly** causes (see Application 7 - Causation) the worker to be exposed to the hazard. Factors that may help determine whether positional risk is compensable are whether the location, time, and hazard were due to personal deviation or whether they were under the direction and control of the employer.

Environmental hazards

Positional risk can include environmental hazards (e.g., weather conditions, insect bites, infectious disease).

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Positional risk (continued)

Infectious diseases

In the case of infectious diseases, 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 shown to be the cause of the condition or to have created an increased risk of exposure for the worker (see Policy 03-01, Part II, Application 3, Question 4).

12. *What are personal risks and conditions? Are they compensable?*

Personal risks and conditions are characteristics and circumstances specific to the worker and present regardless of employment (e.g., the worker’s physical or pre-existing condition or personal relationships).

Personal risk factors may be considered when determining whether an injury arose out of employment, however, **injuries caused solely by personal risk factors are not compensable.**

Personal relationships

Personal relationships (e.g., spouse, family, friends) may constitute a personal risk. Injuries resulting from personal relationships may coincidentally occur at the workplace, but claims will not be accepted if the cause is **exclusively** personal and has no direct or indirect relationship to the worker’s employment duties or the employer’s operations.

Aggravation of a pre-existing condition

If an employment hazard aggravates a worker’s pre-existing condition, the injury may be compensable. To determine whether an aggravation of a pre-existing condition is compensable, see Policy 03-02, Part II, Application 1.

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Personal risks and conditions (continued)

For more information on personal hazards, see Question 13.

For epileptic seizures, see Question 19 below.

For information on removing oneself from the course of employment, see Policy 02-01, Part II, Application 5.

13. *Are accidents caused by personal hazards compensable?*

Personal hazards include items or situations introduced by a worker and not under the control of the employer. They are considered hazards specific to a worker and do not arise out of employment.

If the accident resulted **solely** from a personal hazard and is **not related** to normal employment activities, it did not arise out of employment.

If an injury occurs because of a personal hazard of another worker, it may be compensable (e.g., allergic reaction to a food item brought into the workplace by another worker, etc.). In these cases, the personal hazard is not under the control of the injured worker and the injury may be covered.

For additional criteria for designated workspaces, see Question 14.

Designated workspace (such as working from home)

14. *Is a worker covered while working from a designated workspace, such as working from home?*

Working from a designated workspace refers to a work arrangement under which a worker performs employment duties from an approved workplace **other than the employer's premises or specific worksite**. This may include, but is not limited to, work arrangements such as

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Working from a designated workspace / working from home (continued)

working from home, telecommuting, cybercommuting, telework, e-work, and hybrid work arrangements.

Ideally, the employer and worker will have a written agreement specifying when and where work is to take place when the worker is working from a designated workspace (see Question 4). Coverage generally only extends to the time and place specified in the agreement, however, in a no-fault system, an accident may still be compensable if it happens at a time or place outside of the agreement (or if there is no agreement), provided the time, place, and hazard are consistent with the obligations and expectations of employment.

When working outside of the employer’s premises or specific worksite, either on a permanent or temporary basis, a worker is considered to be in the course of employment, provided all of the following conditions are met:

- a) the worker was directed or authorized by their employer to work from a designated workspace, and
- b) the injury occurs at a time and place consistent with employment (see Questions 6-9), and
- c) the injury was caused by a hazard of employment (see Questions 10-13)

When working from a designated workspace, coverage is not extended to injuries resulting solely from personal hazards not related to normal employment activities. If a worker is required to use personal equipment and supplies to perform their job duties, these are not considered personal hazards.

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Working from a designated workspace / working from home (continued)

15. Are breaks, and safe exit/entry covered when working from a designated workspace?

For coverage during work-related travel, see Application 3. For coverage outside of Alberta, see Policy 06-01, Part II, Application 5.

Due to the nature of working from a designated workspace, the employer has limited control over hazards, and this is one of the factors considered when determining whether an injury is compensable.

Coverage generally begins when the worker enters the agreed-upon workspace (see Question 4), or if there is no agreement regarding the specific workspace, when the worker enters the place they intend to work, and ends upon leaving it at the end of the work shift.

When working from a designated workspace, the worker is generally not covered for:

- injuries that occur on the way to or from the agreed-upon workspace, or if there is no agreement, the place they intend to work, to start or end the worker’s shift (e.g., a worker is not covered if they are injured on the way to their home office to start the day), or
- injuries that occur when the worker leaves the agreed-upon workspace, or if there is no agreement, the place they intend to work, for breaks (e.g., a worker is not covered when they leave the workspace to use the washroom or prepare lunch in their kitchen)

Employer-provided residential and eating facilities

16. Is coverage extended to employer-provided eating facilities?

Injuries that occur in employer-provided eating facilities (e.g., lunchroom on employer’s premises) are generally compensable when:

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Employer-provided eating facilities (continued)

- a worker is making reasonable and permitted use of the facilities, and
- the injury arises from a hazard of the premises or equipment provided.

Hazards introduced by the worker (e.g., food, equipment) are not considered to be employment hazards. Hazards introduced by another worker may be compensable (e.g., a worker who has an allergic reaction to a food item brought into the workplace by another worker may be covered, etc.).

17. *Is coverage extended to employer-provided residential facilities?*

Due to the circumstances and nature of employment (e.g., working in an isolated location), some workers have no reasonable alternative of accommodation, so they stay in employer-provided residential facilities (e.g., employer-provided bunkhouse or campsite). By their nature, employer-provided residential facilities give employers more control of the hazards of the facilities.

Injuries that occur in employer-provided residential facilities are generally compensable:

- when a worker is making reasonable and permitted use of the facilities, and
- the injury arises from a hazard of the premises or equipment provided.

Hazards introduced or provided by the employer are generally considered an employment hazard (e.g., furniture, utensils, etc., and any food or drink provided by or purchased from the employer or employer’s agent and consumed on the premises).

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*Employer-provided
residential facilities
(continued)*

Hazards introduced by the worker (e.g., food, equipment) are not considered to be employment hazards.

The hazards of residential facilities are not considered hazards of employment if a worker lives in employer-provided premises with the same rights and privileges as those which normally exist between landlord and tenant. An exception may be made if the employer directs the worker to perform maintenance on the premises.

Miscellaneous

18. *Is approved athletic activity considered an employment hazard?*

Athletic activity may be considered an employment hazard under certain circumstances. Refer to Application 4, Athletic Activity, for detailed information.

19. *Is coverage extended if a worker is injured during an epileptic seizure?*

Epilepsy itself is not compensable unless it resulted from a compensable head injury. WCB will, however, accept responsibility for any injuries resulting from an epileptic seizure occurring while the worker is in the course of employment.

If the worker collapses due to a non-epileptic seizure, see Question 20.

20. *Are the injuries compensable if a worker faints or collapses at work?*

WCB’s responsibility varies according to the reason for the collapse. If a worker collapses because of some employment hazard (abnormally high temperatures, exposure to fumes, etc.), then the condition and any resulting injuries are compensable.

If, on the weight of evidence, it appears the worker collapsed because of some non-compensable medical condition, WCB does not accept any responsibility for the underlying cause of the collapse. If, however, the worker’s

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APPLICATION 2: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Fainting / collapsing
(continued)*

injuries were increased because of an employment hazard, WCB will accept responsibility for the resultant injuries.

For more information on employment hazards, see Questions 10-13. For working from a designated workspace, see Question 14.

21. *When is this policy application effective?*

This policy application (Application 2 – Employment Hazards, Time, and Place) is effective September 1, 2023, and applies to all accidents on or after that date, except when noted otherwise in a specific policy section(s).

Previous versions

Note: Policy 02-01 was restructured September 1, 2023, by amalgamating Application 1 (Employment Hazards) with Application 2 (Time and Place). For more information, see [Document History](#).

- [Policy 0201 Part II Application 1 - April 2018](#)
- [Policy 0201 Part II Application 2 - April 2018](#)
- [Policy 0201 Part II Application 1 - August 2015](#)
- [Policy 0201 Part II Application 2 - August 2015](#)
- [Policy 0201 Part II Application 1 - January 2007](#)
- [Policy 0201 Part II Application 1 - January 2004](#)
- [Policy 0201 Part II Application 2 - January 2004](#)
- [Policy 0201 Part II Application 1 - January 2002](#)
- [Policy 0201 Part II Application 2 - January 2002](#)
- [Policy 0201 Part II Application 1 - March 1999](#)
- [Policy 0201 Part II \(consolidated manual 1st Issue\) - February 1997](#)

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APPLICATION 3: WORK-RELATED TRAVEL

1. *Is a worker covered while travelling?*

A worker may be covered during work-related travel if the accident arises out of and occurs in the course of employment (see Application 2).

For the purposes of this policy, work-related travel is travel that is **under the direction and/or control of the employer** either specifically or as an expected part of the work duties (see Question 2).

In general, a worker is covered throughout their journey except when:

- the worker makes a distinctly personal deviation that removes the worker from the course of employment (see Question 13), or
- the injury is due solely to a personal hazard (see Application 2).

2. *How does WCB determine that travel is work-related (under the direction/control of the employer)?*

To determine whether travel is under the direction and/or control of the employer, WCB looks at the following factors:

- the **purpose** of the travel, and
- whether the travel is part of the **job requirement**, and
- the **degree of the employer's control** over the travel.

Coverage is determined on a case-by-case basis, considering the individual circumstances of each claim.

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3. *Is a worker covered when travelling to begin or end a shift?*

Travel is not considered to be at the direction or control of the employer simply because the worker is expected to be at work. Therefore, a worker is **not covered** during travel to begin and end a shift at a specific worksite or their employer's premises, **unless there are employment obligations or duties associated with the travel itself.**

For example, a worker who travels to one of their employer's premises to start their shift would not be covered. However, a worker would be covered during travel to begin and end a shift when there are employment obligations or duties associated with the travel itself, such as a worker who goes directly from their home to an offsite business meeting. In this case, coverage begins when the worker starts their journey (e.g., enters their vehicle, or boards public transportation) and continues until their work-related journey ends.

For information about employer's premises and specific worksites, see Application 2. For coverage while on call or when responding to an emergency, see Question 12).

4. *Is a worker covered when driving a company vehicle to begin or end a shift?*

A worker is not covered while driving a company vehicle to begin or end a shift unless they are required to for a **work-related purpose** such as to protect the contents or to be available for service calls, etc.

Coverage begins when the worker enters the company vehicle to start the journey and ends when the worker exits the company vehicle to end the journey.

For personal deviation, see Question 13. For travelling to begin/end a shift, see Question 3.

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5. *Is ownership of the vehicle a factor?* Generally, ownership of the vehicle is not a relevant factor. The determination is based on the **purpose of the trip** and the **control or direction** the employer exercises. For example, a worker who uses a vehicle leased by their employer as part of a benefit package is not covered while routinely travelling to and from work.
6. *Is a worker covered while travelling on public transportation?* A worker may be covered while travelling on public transportation provided it is under the direction/control of the employer and there are employment obligations or duties associated with the travel itself (see Questions 1-3).
- For example, a worker leaves their employer's premises for an offsite client meeting. Coverage begins when the worker starts their journey by boarding public transportation and continues until their work-related journey ends.
- If, as part of the work-related travel, the worker also makes a return trip on public transportation, the worker is covered continuously from their first journey (e.g., boards public transportation) until the work-related travel is complete and their return journey ends (e.g., exits public transportation) unless the worker makes a personal deviation (see Question 13).
- For information on breaks during work-related travel, see Question 9.
7. *Is a worker covered when travelling for work-related errands or appointments?* Yes, provided it is an errand or appointment under the direction and/or control of the employer either specifically or as an expected part of the work duties.
- Coverage begins when the worker leaves the employer's premises, specific worksite, or designated workspace to

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APPLICATION 3: WORK-RELATED TRAVEL

Errands and appointments (continued)

start the journey (e.g., enters their vehicle) and extends while the worker is on the work-related errand or appointment, unless the worker makes a personal deviation. Coverage ends when the journey ends (e.g., worker returns to the employer's premises and exits their vehicle), or if the worker makes a personal deviation during the errand or appointment. For personal deviation, see Question 13.

8. *Is a worker covered when travelling from a designated workspace to and from the employer's premises or specific worksite?*

No, a worker is not covered when travelling from a **designated workspace** to and from the **employer's premises or specific worksite** unless there are specific employment duties or obligations associated with the travel itself (see Questions 4, 7, and 12).

The activity that the worker will be performing at the employer's premises or specific worksite (i.e., purpose of the trip) does not matter. Travel is only covered if there are employment duties associated with the travel itself.

For example, a worker is not covered travelling from their designated workspace to the employer's premises to pick up office supplies, to attend a mandatory meeting, or to meet with a client. However, if there is an employment duty associated with the travel itself, such as the worker picking up the client on the way to the employer's premises for a meeting, the worker may be covered.

Unless there are employment duties associated with the travel itself, the worker is **not covered** for travel to or from the employer's premises or specific worksite regardless of the:

- time of the trip (e.g., if a worker decides to work part of the day at the employer's premises, the trip

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*Travel to and from
designated workspace to
employer’s premises or
specific worksite (continued)*

to the employer’s premises, even if it is during working hours, is not covered)

- frequency of the trip (e.g., if a worker who works almost exclusively from home travels to the employer's premises to attend an in-person team meeting, they are not covered)

For travel for work-related errands or appointments, see Question 7. For more information on designated workspaces (a place of work other than the employer’s premises or a specific worksite), see Application 2.

9. *Is a worker covered while taking breaks during work-related travel?*

Apart from the journey itself, a worker is also covered while taking breaks to fulfill basic comfort needs such as rest stops or meals, including any hazard of the food or premises.

For example, a truck driver who stops for a meal or a transit operator who stops to use the washroom is covered during the break provided the stop is along, or reasonably close to, the business route. The worker may be covered if there are no restaurants or rest stops directly along the business route requiring the worker to leave the business route to find a reasonable alternative.

10. *Is a worker covered when the transportation is operated and/or provided by the employer?*

Yes, provided it is under the direction and/or control of the employer. Under the direction and/or control includes transportation operated, provided, or arranged by the employer (e.g., a bus or motorcoach).

Coverage begins from the point the worker enters the employer-operated/provided transportation and ends when the worker exits the transportation.

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APPLICATION 3: WORK-RELATED TRAVEL

*Transportation operated /
provided by the employer
(continued)*

11. *Is a worker covered while
travelling on a private road?*

For example, a worker is covered if they commute to work in an employer-provided or operated bus.

For information on workers using employer-owned or leased vehicles, see Question 5.

Yes, provided reasonable and practical access to a worksite requires travel on a private road that the **employer owns, leases, or has permission for workers to use.**

Coverage begins when the worker enters the private road and extends while the worker is on the private road unless the worker makes a personal deviation (see Question 13). Coverage ends when the worker leaves the private road or makes a personal deviation.

12. *Is a worker covered when
responding to an emergency
or while on call?*

Yes, provided the worker:

- is required to make an unexpected or special journey to respond to an emergency such as fire, flood, or robbery, or
- is performing employment duties while on call

Coverage begins when the worker receives notification they are required to respond to the emergency or on-call situation. A worker is covered continuously until the situation has been dealt with (e.g., exit their vehicle after returning home from the call). The only interruption to the continuous coverage is if the worker makes a personal deviation (see Question 13).

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13. *Is a worker covered during a personal deviation during work-related travel?*

A personal deviation occurs when a worker leaves the course of employment by engaging in an activity that is distinctly personal (e.g., running errands, shopping).

A worker is not covered when they make a distinct personal deviation from the work-related journey (e.g., using a hotel’s recreational facilities, such as a gym or a pool, while staying in overnight accommodations).

Coverage stops upon starting the personal deviation and resumes when the personal deviation ends, bringing them back into the course of employment. For example, if a worker on work-related travel is injured while shopping for personal items, coverage stops upon leaving the business route and resumes when they are back on the business route.

14. *Is a worker covered while on a work-related overnight trip?*

Yes, provided the worker is required to stay overnight during work-related travel (e.g., a worker staying in a hotel to attend a conference in another city). The worker is considered to be under the direction of the employer throughout the trip.

The worker is not under the direction of the employer if:

- they make a distinctly personal deviation (e.g., sightseeing, going to a sporting event, using a hotel’s recreational facilities) (see Question 13), or
- the injury is due solely to a personal hazard (e.g., neck strain due to sleeping in an awkward position) (see Application 2), or
- they are not making reasonable and permitted use of the facilities

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*Work-related overnight trip
(continued)*

Coverage begins when the worker starts the journey (e.g., enters a taxi to go to the airport) and ends when the journey ends (e.g., worker exits the taxi when they arrive home).

Coverage extends to breaks during the journey (e.g., washroom break, or going to a restaurant to have a meal).

Coverage does not extend if the worker is staying at a private residence (e.g., with family) while they are at the private residence (this is a personal deviation).

15. *Is payment for travel a factor?*

Payment for travel may be a factor in determining whether the travel is under the direction of the employer. However, payment is considered in conjunction with all other factors. The primary factor is the purpose of the trip.

For example, if a worker is paid for travel to and from an employer’s premises or specific worksite to start or end a shift, the travel is not covered (see Question 3).

Conversely, a worker travelling from home to an offsite work-related appointment may not be paid for travel, but they are covered as the travel is an expected part of the work duties.

For coverage while responding to an emergency or while on call, see Question 12. For information on driving a company vehicle to begin or end a shift, see Question 4.

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16. *Is a worker covered while performing work-related duties during personal travel?*

A worker is generally not covered during personal travel. The exception is when the worker engages in an activity that is distinctly work-related, bringing them into the course of employment. Coverage begins when the work-related activity starts and continues until its completion, when the worker returns to personal travel.

For example, the manager of a Calgary paper company on vacation in Montreal is covered if they attend a meeting at the company's Montreal head office at the employer's direction. The manager would not be covered for travel to and from Montreal, but would be covered for travel from the hotel to the meeting location and back, as well as the meeting itself.

17. *Are drivers and passengers on personal travel covered while transporting workers on work-related travel or errands?*

If a worker on work-related travel or errands is transported by a driver on personal travel, only the worker is covered. The driver and any other passengers in the vehicle are not covered, unless they are workers in the course of employment. If they are workers, their claim will be adjudicated separately.

18. *Are workers covered while travelling to take up employment at a distant location?*

Coverage is extended to a worker while travelling to take up employment at a distant location when:

- a) the worker has been assigned or has accepted an offer of employment, and
- b) the distance from the worker's home to the job is such that the worker must temporarily reside at the job location, and
- c) the employer has made a commitment to pay for the travel time or expenses.

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APPLICATION 3: WORK-RELATED TRAVEL

Employment at a distant location (continued)

In these cases, the initial trip to begin the job and the return journey at the conclusion of the job are considered to be part of the employment contract and the worker will be covered while travelling directly to and from the distant worksite.

For additional information on travel from outside of the province, refer to Policy 06-01, Part II, Application 5.

Generally, a worker is not covered while making additional trips to and from home or elsewhere for personal reasons such as time off, shift changes, etc. unless:

- these trips are a condition of the acceptance of the assignment, or
- the employer arranges, pays, or provides the travel (see Question 10)

If a worker establishes a temporary residence at the distant work location, that worker does not have coverage while occupying the temporary residence, nor for routinely commuting between the temporary residence and the worksite. This applies regardless of the worker’s choice of a temporary residence (e.g., trailer, motorhome, motel, hotel, or private residence) and even if the worker is paid a living allowance, as the worker is not under the employer’s direction/control while occupying the temporary residence.

For example, a worker living in Red Deer travels to a rig site in Northern Alberta for a three-month stay. For the duration of the project, the worker chooses to temporarily live in a hotel at the job location. The worker is not considered to be under the direction of the employer while staying in the accommodation.

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Employment at a distant location (continued)

This is distinct from the case where a worker is staying in an employer-provided residential facility (e.g., camp). See Application 2.

19. *When is this policy application effective?*

This policy application (Application 3 – Work-related Travel) is effective September 1, 2023, and applies to all accidents on or after that date, except when noted otherwise in a specific policy section(s).

[Document History](#)

Previous versions

- [Policy 0201 Part II - April 2018](#)
- [Policy 0201 Part II - August 2015](#)
- [Policy 0201 Part II - April 2010](#)
- [Policy 0201 Part II - May 2007](#)
- [Policy 0201 Part II - April 2004](#)
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- [Policy 0201 Part II - January 2002](#)
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