



## Stakeholder Feedback

Online consultation on the topic below was posted from December 6, 2022, to March 20, 2023. The verbatim comments received by WCB-Alberta during online consultation are reproduced below.

### Working remotely - Policy 02-01, Part I, & Part II, Applications 1-3

<i>Stakeholder</i>	<i>Category</i>	<i>Comments</i>
<b>Action Roofing and Siding Ltd</b>	<b>Employer</b>	I appreciate the clarity on work from home coverage and expectations. The draft policy looks really good !
<b>Action Roofing and Siding Ltd</b>	<b>Employer</b>	The policy seems very concise and well thought out, I like the policy proposal.
<b>Alberta Motor Association</b>	<b>Employer</b>	Thank you for clarifying what constitutes a workplace in work from home/hybrid arrangements. I appreciate the recognition that, aside from a specific work station, most areas of an employee's home are not under the control of the employer. I believe these changes are fair to both workers and their employers.
<b>Parker Johnston Industries</b>	<b>Employer</b>	<p>Within the section "Working Remotely (working from a designated space) and when workers are not covered such as an imported personal hazard or tripping down their stairs.</p> <p>How are employers able to ensure accurate reporting in regard to these incidents? Reading through this section it appears to open an area where reporting the incident characteristics may be difficult to verify what actually happened in the household</p>
<b>ParklandGEO Ltd</b>	<b>Employer</b>	I am satisfied with the proposed updates and am glad to see that WCB is addressing a new and growing concern for employers
<b>Bonanza Drilling</b>	<b>Employer</b>	<p>Coverage should only be for the purposes of direction of work.</p> <p>No Coverage Example a worker walking across a parking lot after work hours as per the agreement and slips getting into a bus/car/taxi.</p> <p>100% support remote work locations for keeping people job attached. This is very helpful in the case of working remotely and need to see professional services as part of treatment. Having a person work from their home (when applicable) and able to see their</p>

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		<p>family doctor makes more sense than being 3 provinces over and dealing with unfamiliar doctors. second example working in Red Deer and workers home is Calgary, AB where all types of treatment are available.</p>
<p><b>Tuber Transport Inc.</b></p>	<p><b>Employer</b></p>	<p>A little concerned as CoR company how do we complete hazard assessments on a person working from home. What about homes that aren't safe?</p> <p>Why should an employer assume responsibility for an employees home? (This should be upon the employee) and if not surely then an employer would have some rights to ensure they can inspect an employee's home/workplace to ensure that it complies with H&amp;S legislation?</p> <p>This is invasion of their privacy at home but then how can they expect protection for such a scenario. If a person wishes to work from home they should be liable for the conditions that they are in, NOT the employer.</p> <p>It is unreasonable to have an employer assume workplace risk without them having the ability or right to ensure that workplace is safe and secure for its employee. This needs to be addressed more thoroughly.</p>
<p><b>Edmonton Fire Rescue Services</b></p>	<p><b>Employer</b></p>	<p>I am looking for clarification on Policy: 02-01 Part II - Work Relatedness - Subject: Arises out of and occurs in the course of employment - application 4: Athletic Activities.</p> <p>Edmonton Fire Rescue employees have recently been denied injury claims resulting from fitness activities occurring on employer premises. I have several things I require clarification on.</p> <ol style="list-style-type: none"> <li>1. Why have WCB fitness claims been denied? I am aware of no such denial over the last 20 years.</li> <li>2. Why have no other departments in Alberta having their claims denied? Or, why are their claims being approved while Edmonton's claims are being denied? This includes but is not limited to the Fire Departments of Calgary, Grande Prairie, St. Albert, Fort MacMurray, and Sherwood Park.</li> <li>3. What scope and scale of fitness "workers are required to maintain as a specific condition of their employment" would qualify for WCB coverage? Treadmill aerobic evaluation? Push Ups? 10km run?</li> </ol>



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		<p>Vertical Jump? All of these? Any of these?</p> <p>4. What satisfies "a specific condition of their employment"? Is the minimum that the employee is required to partake in the test with zero consequences of performance outcome?</p> <p>5. What would it take from an employer to ensure that their employees receive WCB coverage from fitness related injuries?</p> <p>Thank you for your time.</p>
<b>City of Calgary</b>	<b>Employer</b>	<p>The City of Calgary supports the ITF Association submission on this policy consultation. I will add that we believe there needs to be clear guidance for instances where an employee is working remotely outside of the province, including permanently and on a temporary basis.</p> <p>Thank you,</p>
<b>ITF Association</b>	<b>Employer Association</b>	<p>Our online submission is being sent in 3 parts (working remotely from home, Application 1 and Application 3) due to the length of the submission.</p> <p>We agree policy is needed to reflect the changing nature of work, however we do not support the proposed approach. Combining Policy 02-01, Part II, Application 1 (employment hazards) and Application 2 (time and place), and then incorporating references to working from home, creates a mammoth policy that is confusing and will be difficult to interpret and administer. This will undoubtedly create confusion in adjudication, as well as worker and employer understanding of what is and is not covered.</p> <p>We feel strongly that Application 1 (employment hazards) and Application 2 (time and place) should remain as distinct policies, and that a new policy be developed that is specific to working remotely from home. This new policy should reference the applicable sections of Application 1 and Application 2 where necessary. The increasing frequency of employees working from home was the emergent issue that moved this to the forefront and development of a specific "work from home policy" is required to bring clarity and address the challenges and needs that arise from this new working relationship.</p> <p>One of the stated reasons for combining policies was to emphasize an injury must be both "arising out of" and occur "in the course of" employment but that message is lost in the confusion created within this draft policy. Maintaining separate policies but updating examples</p>



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		<p>to reflect today's employment realities would be a better approach. If a consolidated policy remains the WCB's preferred approach, we ask that WCB share their rationale for combining policies and further consult with stakeholders on this approach and changes that would be needed to improve clarity and understanding. Consultation time should then be extended.</p> <p>An element of working remotely from home that is not specifically addressed in the draft involves workers who permanently live and work remotely in other provinces and outside Canada. This is occurring more frequently, but nothing has been added or clarified to cover this scenario. The current approach makes it more complicated for employers than is necessary. "Home" is a worker's primary residence as per Board policy, and for this reason WCB-Alberta policies should be extended to cover people who live and work in any other jurisdiction. We believe WCB-Alberta coverage should automatically extend to people who live outside Alberta on a full-time basis and work remotely from their home. These individuals were hired by and work for an Alberta company, but they just happen to live in another jurisdiction. This definition should also be included in the working remotely from home policy.</p> <p>We support the proposed recommendation that a written agreement be in place to cover work from home arrangements and encourage the WCB to provide a guideline for employers and workers and encourage this approach. Within the policy we would like to see an explicit statement that where a written agreement is in place that defines time and place of work (e.g. defining the designated workspace and hours of work) this will be the primary consideration used by WCB. We recognize not all employers will introduce written agreements, and the extent to which they define work from home parameters will vary. For this reason, where there is no agreement or it is not explicit, an injury would still be compensable provided criteria for "arising out of" and occurring "in the course of" employment are met. We do not support decisions being based primarily on time and place consistent with the obligations and expectations of employment. This introduces too much discretion and broadens the scope of coverage to areas an employer has no control over.</p> <p>Notwithstanding that workers compensation is a no-fault system, the degree of control an employer has over the worker's home environment is extremely limited, other than for a workspace that has been assessed and is authorized by the employer's representative. It should be clear in policy that if a worker suffers a</p>



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		<p>reaction to a bee sting or was injured in a fall because they chose to work on their deck rather than in a designated home office as per a written agreement, that would not be covered. WCB discretion to approve the claim because the worker said they took their device outside and were working at the time should be removed.</p> <p>Furthermore, policy should include working on a deck or patio as an example that would NOT be considered appropriate with respect to being a designated workspace.</p> <p>Working from home introduces a new element into the working relationship and policy should also reflect that a worker has an onus of responsibility to ensure their home workplace is a safe environment. One of the lenses used by WCB in adjudicating a claim must be consideration of the degree of employer control. If someone falls on the stairs at the employer's workplace the employer has an element of control over the stairs whereas for a fall on the stairs at home the employer has no control. Likewise, if the worker trips over a toy that is in a designated workspace, the employer also has no control over introduction of that hazard. This onus of care should be consistently reflected in the provisions and examples used in a working remotely from home policy.</p> <p>There are several scenarios related to working remotely from home that are not adequately addressed in the draft policy. These include:</p> <ul style="list-style-type: none"> <li>. situations where a worker is not directed or designated to work from home, but they chose to do so for a few days (e.g. they have a cold, inclement weather, they have a sick child, etc.). Would this be approved and considered under a working from home policy or excluded as an occasional situation when a worker brings work home on their own initiative (i.e. not directed by the employer)?</li> <li>. how determinations regarding introduction of a hazard are made where the worker is using their own computer, device, furniture, etc. when working from home rather than these items being employer provided. Where the worker provides their own furniture, equipment or supplies injuries involving these should not be considered compensable.</li> <li>. situations where a worker primarily works from home and decides on their own to deviate from their regular duties (e.g. goes out to buy a white board eraser because they want one for their home office). Would an injury while they are out be covered and would this travel be covered? To what extent will internal employer process or policies be considered if they are not followed (e.g. there is a specific policy that requires office supplies to be ordered through the employer and picked up at the office or delivered to their home).</li> </ul>



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		<p>We question the comment that there are no cost implications arising from the draft policy. This is speculative at best and is most probably not an accurate reflection of the impact of the proposed policy. Cost implications could be significant since the policy as drafted opens the door to many claims being accepted that would likely not be under current policies.</p> <p>While there are policy provisions that should be revisited for other aspects of remote work, our recommendation is that these be dealt with separate from the working from home policy consultation. However, we have included comments on other areas of policy beyond working from home in the comments that follow since they were included in the initial consultation document.</p> <p>As a general comment, we note terminology is not used consistently throughout the draft policy but have not detailed each incidence since this will be moot if separate policies are maintained. Two examples include "personal relationships" and "designated workspace".</p> <p>There are also contradictions within the proposed policy regarding when coverage begins and ends. For example, when working from a designated workspace, workers are not covered for injuries that occur when travelling from a designated workspace to and from the employer's premises or specific worksite if there are no employment duties associated with the travel itself (e.g., going to the employer's premises to pick up office supplies). Workers are covered when they leave their designated workspace for offsite work-related errands and appointments provided it is under the direction and/or control of the employer (e.g., the worker leaves their home office to go to a client meeting). However, on page 23/24 it says "the worker is not covered for travel to or from the employer's premises or specific worksite, regardless of the time of the trip, frequency of the trip (exclusively or has a hybrid work arrangement), purpose of the trip (attend a mandatory meeting at the employer's premises). Based on this policy, a work related appointment IS covered but a work related mandatory meeting IS NOT covered. This distinction in the context of working remotely from home is not logical. If the client meeting/appointment is on the employer's premises, then what happens?</p> <p>We also recommend limiting use of the words "reasonable" and "reasonably" in these policies as this leaves too much to the discretion of the reader. What is reasonable to one person may be unreasonable to another. As an example, the draft currently states</p>



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		<p>that if there is no agreement, or the agreement does not designate or authorize a specific or defined space where the worker is to perform their duties, the designated workspace is a place where the worker might reasonably have been expected to be while engaged in work related activities. We propose substituting "the designated workspace is the location where that worker most often works from". If the worker is working from home and they usually work from a home office, but when injured they were working on the couch an injury should not be covered. The employer expects them to work from their home office or designated workspace.</p>
<p><b>ITF Association</b></p>	<p><b>Employer Association</b></p>	<p>Further to our general comments related to working remotely from home submitted separately, following are comments specific to Application 1 (Employment Hazards, Time and Place) the consultation document.</p> <p>1. Part II, Page 1 of 17 - the value of adding this table is questionable. It adds length to the policy but does not add additional information. This would be better placed in a guideline, fact sheet or training document.</p> <p>2. Pages 4 &amp; 5, Question 5 - regarding a designated workspace, the draft indicates if there is no written agreement, it is a place the worker may reasonably be expected to be. This leaves it open to the worker being able to make a decision about location (e.g. working on a laptop in bed, working at a coffee table, etc.). If there is no written agreement, the designated workspace should be considered to be the location where that worker most often works from. Other examples include people working from a summer home or vacation spot without notifying the employer (the employer may be unaware of the location and ergonomic issues or hazards introduced). Although the policy refers to a "designated workspace" if there is no written agreement how does WCB know a workspace is approved by the employer? Where a written agreement exists, and the worker makes the decision to work from their cabin or other location without approval of their employer an injury should not be covered. Because the employer had no notice, they were not able to assess and control the hazards of that workspace.</p> <p>We recommend this section include bullet points that expand on what a designated workspace is and what would not be allowed. Consideration should also be given to setting out what factors are necessary (or that make it more likely a claim would be accepted) and which are optional (or make it less likely) to aid in decision making. This has been done for travel (Q13) where it specifies that</p>



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		<p>ownership is not relevant and the primary factor is the purpose of trip. This approach should be applied to other elements of policy.</p> <p>3. Page 5, Question 6 - the policy indicates coverage for safe entry and exit may be extended to the access route only if the certain conditions are met. This section would be better explained through examples of what an access route refers to in general. If this is a remote worksite with a one lane road (e.g. a leased road or private road leased or owned by employer) policy should say so. As written, this creates confusion in the context of working remotely from home. Is this intended to apply to remote locations rather than an office tower where a worker has a choice to walk through a center door rather than right or left side door? With respect to working from home, how would this apply? What if a fire alarm goes off while working from home and someone is injured as they are exiting their home? Would what caused the alarm to go off be considered relevant (e.g. if the employer supplied computer starts a fire versus if their child is cooking in the kitchen).</p> <p>4. Page 10, Question 6 - use of the phrase "not generally" means there are exceptions. The employer has no control over public property. A definition of public property within this policy should also be included. The lack of a definition is problematic for municipalities who generally own anything people generally think of as public property. This should be revisited and if there are exceptions policy should include an example(s) of when an injury would be covered on public property. If you are on public property making your way to work this is part of your regular commute.</p> <p>5. Page 11, Question 7 - with respect to working from home, this section is not sufficient. Examples of how this would or would not apply would be beneficial (e.g. overtime that is authorized versus extra time worked at the employees discretion because they are "catching up"). Also, management "exempt" employees are often expected to work overtime but there is no authorization because they are not being paid. Policy should address this scenario.</p> <p>6. Page 8, Question 8 - this section needs better explanation and examples in relation to mobile workers (e.g. delivery drivers or transit operators) and what would constitute a personal deviation. For example, what if someone slips inside a café on a lunch break or when going to the washroom? Would this be covered because these facilities do not exist for a mobile worker? Policy should also clarify the status of a "smoke break" within this context.</p>





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		<p>7. Page 9, Question 9 - We disagree with the first sentence in the proposed policy. If a written agreement that addresses time and place exists coverage should only extend within the parameters of the agreement. WCB is interfering in the employment relationship if they accept claims outside the parameters of an agreement. This also removes the employer's control over hazards that exist if WCB does not abide by an agreement regarding place of work and designated work space. Furthermore, having an agreement emphasized in policy but then not considered as the primary factor is illogical. This does not infringe on a no fault system; rather the worker is removing themselves from the course of employment if they deviate from the parameters of the agreement.</p> <p>The degree of detail in an agreement will be reflective of the degree of risk an employer is prepared to take. We do not endorse WCB being prescriptive in this regard, but where an agreement exists it should be a primary and binding factor. Where there is no agreement, or where an agreement is silent in this regard, policy should outline what the relevant factors are. Policy references "useful and relevant factors" but this is not explained nor are examples provided. WCB should also take steps to communicate the benefits of written agreements in a working from home arrangement to both workers and employers.</p> <p>8. Page 9, Question 10 - it would be more accurate to specify that a hazard must be related to the workers employment. Policy currently states "The employment hazard must be related to the worker's employment." Could there be an employment hazard that is not related to employment? Specific to working from home the examples should be expanded on. For example, if someone choses to work in bed, that should not be deemed acceptable as a positional risk. A hazard of employment should relate to an agreement and what the employer has control over versus personal choice of the worker. The policy should also include examples that are specific to working from home.</p> <p>9. Page 10, Question 11 should include a cross reference to Application 5, Removing Oneself from Employment.</p> <p>10. Page 11, Question 11 - Infectious disease requires clarification generally and with respect to working from home. What is the intent of this policy regarding work from home? These claims should not be compensable as the employment does not introduce the hazard. Examples include an ill partner or child, or living and working from home in a location where there is an community infectious disease</p>



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		<p>outbreak. Circumstances involving working from home are and should be treated differently than situations where an employer directs a worker to work from or travel to a location where they are exposed to an infectious disease. Generally, the opportunity exists to clarify how and by whom a decision is made regarding whether the exposure is of causative significance.</p> <p>11. Page 11, Question 12 - Personal Relationships requires clarity generally and in the context of working from home. Policy references a direct or indirect relationship to the employment. What if an injury arises from a conflict is not exclusively personal (e.g. two friends find out one makes more money than the other and they get into a fight at work or it leads to feelings of discrimination and a psychological injury). The policy should be clear that the relationship must have to do with the employment itself and this example does not fit.</p> <p>With respect to working from home, what if the worker is injured in a domestic incident and they were at the location because the employer has them working from home (e.g. a spouse pushes the worker down the stairs)? Does the requirement to work from home make it indirectly related to employment? Presumably not, but this should be clarified so it is not open to interpretation.</p> <p>12. Page 11, Question 12 - Aggravation of a pre-existing condition states "If employment hazards increase the risk or aggravate a worker's pre-existing condition, the injury may be compensable". The statement should be clarified to state that the employment hazard needs to actually aggravate the condition. Increasing the risk is theoretical and because the potential is there it should not be assumed a factor that increases the risk was the cause.</p> <p>13. Page 13, Question 14 indicates if a worker is required to use personal equipment or supplies these are not considered imported personal hazards. Addition of some examples would help clarify what applies and what doesn't. In our view, if the worker is using or required to use their own equipment and supplies, there is an onus on the worker to ensure the furniture or equipment they choose to use does not present a risk. These should be deemed a personal hazard unless the equipment/supplies are approved or explicitly agreed to under a written work agreement. Own equipment is not introduced by the employer and there is limited employer control. Furniture or equipment that is not provided by the employer should not be considered an employment hazard.</p> <p>14. Page 14, Question 15 - regarding control of the employer, what</p>

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		<p>factors will be considered and how will the WCB assess this? Due to the significance of this factor when considering working remotely from home there should be a question added to specifically address this issue.</p> <p>15. Page 15 Question 17 - we propose adding a definition or examples of "Residential Facilities". This draft combines too many different issues into one policy and creates confusion.</p> <p>16. Page 16, Question 20 - policy should be specific with respect to how this applies in a working from home scenario.</p>
ITF Association	Employer Association	<p>Further to the previous two submissions, following are our comments specific to Application 3 - Work Related Travel</p> <p>17. Page 1, Question 2 indicates the travel must be part of the job requirement. How is this determined (i.e. does it need to be referenced in a job description, an assigned duty, or only indirectly related to work)? Example: a worker decides on their own to go to Staples to buy something.</p> <p>18. Page 2, Question 3 - The draft indicates coverage begins when the worker starts their journey (e.g., enters their vehicle) and continues until their work-related journey ends. Coverage should begin when the worker leaves their personal property not when they enter their vehicle. An employer has no control over whether the worker clears ice or snow from a sidewalk or driveway. Policy should also clarify that personal property extends to include common areas of multi-residential properties (e.g. hallways, lobbies, the parkade, etc.). A statement should also be included to address situations where the worker uses public transportation rather than a personal vehicle. In addition, how this applies when the worker is on call (e.g. does coverage start as soon as they get the call to go in) should also be clarified. Question 9 should be referenced and this scenario clarified.</p> <p>19. Page 2, Question 4 - we agree with the proposed approach that the worker would not be covered when traveling between a designated workspace and the office or specific worksite as outlined.</p> <p>20. Page 3, Question 5 - An appointment is something that is planned and scheduled (e.g. leave home to attend a client meeting at another location). Errands are much more ambiguous and including errands in this policy has the potential to create conflict. Policy should be clear regarding what the process is for determining whether an</p>

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		<p>errand is under the direction and control of the employer or discretionary and therefore not covered. Rather than using "work related errand" which opens the door to situations not authorized by the employer, we suggest "employer directed" errand as a clearer reference.</p> <p>21. Page 4, Question 7 should be updated to reference leased vehicles paid for by the employer but driven by the worker as an example.</p> <p>22. Page 5, Question 9 - we suggest some additional examples be included. For example, what if the person is shopping when the call comes in? They are not at that location for work purposes so coverage should not begin when they get the call. As noted earlier, we also have concern with entering and exiting a vehicle as determining when coverage beings and ends.</p> <p>23. Page 6, Question 11 - policy currently excludes staying in a private residence. What if the private residence is an Airbnb or Vrbo rental? Policy should be updated to recognize the increasing prevalence of short-term rental properties. Policy also indicates coverage does not extend if the person is staying at private residence but are they are covered while driving to the residence (e.g. is the journey itself covered)?</p> <p>24. Page 6, Question 12 - provisions regarding driving a company vehicle should be clarified. Driving a vehicle to protect contents is specified, so does this mean that if the worker takes a vehicle home on a daily basis their regular daily commute is covered? This is a contradiction with other policy provisions. Policy should also reconsider use of the word "leaves". If the worker slips and falls on their driveway, are they covered? What consideration will be given to private versus public property?</p> <p>25. Page 7, Question 14 should cross reference Questions 9 and 12 and include examples.</p>
<b>Alberta Construction Association</b>	<b>Employer Association</b>	<p>Thank you for the opportunity to comment on these policies. Alberta Construction Association represents nearly 3000 member firms, comprising up to 25% of WCB premiums.</p> <p>Alberta Construction Association contributed to and supports the attached response of the ITF (Industry Task Force) which raises a number of concerns and requests for clarification. Like all industries, increasing numbers of construction industry employees are working</p>



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		<p>from home. The broad and vague nature of the draft policy creates potentially large liabilities for employers. ACA believes that remote work for our industry is very distinct from working from home, given that employers have even less ability to ensure safe workplaces when the employee works from their residence.</p> <p>ACA agrees with ITF that the proposed policy potentially adds significant costs. Along with the ITF, ACA urges the WCB to pause, move back to distinct policies with clear examples to minimize confusion, and continue stakeholder consultation.</p> <p><b>Working Remotely Policy Consultation Submission</b></p> <p>The following is submitted on behalf of the ITF Association.</p> <p>We agree policy is needed to reflect the changing nature of work, however we do not support the proposed approach. Combining Policy 02-01, Part II, Application 1 (employment hazards) and Application 2 (time and place), and then incorporating references to working from home, creates a mammoth policy that is confusing and will be difficult to interpret and administer. This will undoubtedly create confusion in adjudication, as well as worker and employer understanding of what is and is not covered.</p> <p>We feel strongly that Application 1 (employment hazards) and Application 2 (time and place) should remain as distinct policies, and that a new policy be developed specific to working remotely from home. This new policy should reference the applicable sections of Application 1 and Application 2 where necessary. The increasing frequency of employees working from home was the emergent issue that moved this to the forefront and development of a specific “work from home policy” is required to bring clarity and address the challenges and needs that arise from this new working relationship.</p> <p>One of the stated reasons for combining policies was to emphasize an injury must be both “arising out of” and occur “in the course of” employment but that message is lost in the confusion created within this draft policy. Maintaining separate policies but updating examples to reflect today’s employment realities would be a better approach. If a consolidated policy remains the WCB’s preferred approach, we ask that WCB share their rationale for combining policies and further consult with stakeholders on this approach and changes that would be needed to improve clarity and understanding. Consultation time should then be extended.</p>

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		<p>An element of working remotely from home that is not specifically addressed in the draft involves workers who permanently live and work remotely in other provinces and outside Canada. This is occurring more frequently, but nothing has been added or clarified to cover this scenario. The current approach makes it more complicated for employers than is necessary. “Home” is a worker’s primary residence as per Board policy, and for this reason WCB-Alberta policies should be extended to cover people who live and work in any other jurisdiction. We believe WCB-Alberta coverage should automatically extend to people who live outside Alberta on a full-time basis and work remotely from their home. These individuals were hired by and work for an Alberta company, but they just happen to live in another jurisdiction. This definition should also be included in the working remotely from home policy.</p> <p>We support the proposed recommendation that a written agreement be in place to cover work from home arrangements and encourage the WCB to provide a guideline for employers and workers and encourage this approach. Within the policy we would like to see an explicit statement that where a written agreement is in place that defines time and place of work (e.g. defining the designated workspace and hours of work) this will be the primary consideration used by WCB. We recognize not all employers will introduce written agreements, and the extent to which they define work from home parameters will vary. For this reason, where there is no agreement or it is not explicit, an injury would still be compensable provided criteria for “arising out of” and occurring “in the course of” employment are met. We do not support decisions being based primarily on time and place consistent with the obligations and expectations of employment. This introduces too much discretion and broadens the scope of coverage to areas an employer has no control over.</p> <p>Notwithstanding that workers compensation is a no-fault system, the degree of control an employer has over the worker’s home environment is extremely limited, other than for a workspace that has been assessed and is authorized by the employer’s representative. It should be clear in policy that if a worker suffers a reaction to a bee sting or was injured in a fall because they chose to work on their deck rather than in a designated home office as per a written agreement, that would not be covered. WCB discretion to approve the claim because the worker said they took their device outside and were working at the time should be removed. Furthermore, policy should include working on a deck or patio as an example that would NOT be considered appropriate with respect to</p>

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		<p>being a designated workspace.</p> <p>Working from home introduces a new element into the working relationship and policy should also reflect that a worker has an onus of responsibility to ensure their home workplace is a safe environment. One of the lenses used by WCB in adjudicating a claim must be consideration of the degree of employer control. If someone falls on the stairs at the employer’s workplace the employer has an element of control over the stairs whereas for a fall on the stairs at home the employer has no control. Likewise, if the worker trips over a toy that is in a designated workspace, the employer has no control over introduction of that hazard. This onus of care should be consistently reflected in the provisions and examples used in a working remotely from home policy.</p> <p>There are several scenarios related to working remotely from home that are not adequately addressed in the draft policy. These include:</p> <ul style="list-style-type: none"> <li>• situations where a worker is not directed to work from home, but they chose to do so for a few days (e.g. they have a cold, inclement weather, they have a sick child, etc.). Would this be approved and considered under a working from home policy or excluded as an occasional situation when a worker brings work home on their own initiative (i.e. not directed by the employer)?</li> <li>• how determinations regarding introduction of a hazard are made where the worker is using their own computer, device, furniture, etc. when working from home rather than these items being employer provided. Where the worker provides their own furniture, equipment or supplies injuries involving these should not be considered compensable.</li> <li>• situations where a worker primarily works from home and decides on their own to deviate from their regular duties (e.g. goes out to buy a white board eraser because they want one for their home office). Would an injury while they are out be covered and would this travel be covered? To what extent will internal employer process or policies be considered if they are not followed (e.g. there is a specific policy that requires office supplies to be ordered through the employer and picked up at the office or delivered to their home).</li> </ul> <p>We also question the comment that there are no cost implications arising from the draft policy. This is speculative at best and is most probably not an accurate reflection of the impact of the proposed policy. Cost implications could be significant since the policy as drafted opens the door to many claims being accepted that would</p>

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		<p>likely not be under current policies.</p> <p>While there are policy provisions that should be revisited for other aspects of remote work, our recommendation is that these be dealt with separate from the working from home policy consultation. However, we have included comments on other areas of policy beyond working from home in the comments that follow since they were included in the consultation document.</p> <p>As a general comment, we note terminology is not used consistently throughout the draft policy but have not detailed each incidence since this will be moot if separate policies are maintained. Two examples include “personal relationships” and “designated workspace”.</p> <p>There are also contradictions within the proposed policy regarding when coverage begins and ends. For example, when working from a designated workspace, workers are not covered for injuries that occur when travelling from a designated workspace to and from the employer’s premises or specific worksite if there are no employment duties associated with the travel itself (e.g., going to the employer’s premises to pick up office supplies). Workers are covered when they leave their designated workspace for offsite work-related errands and appointments provided it is under the direction and/or control of the employer (e.g., the worker leaves their home office to go to a client meeting). However, on page 23/24 it says “the worker is not covered for travel to or from the employer’s premises or specific worksite, regardless of the time of the trip, frequency of the trip (exclusively or has a hybrid work arrangement), purpose of the trip (attend a mandatory meeting at the employer’s premises). Based on this policy, a work related appointment IS covered but a work related mandatory meeting IS NOT covered. This distinction in the context of working remotely from home is not logical. If the client meeting/appointment is on the employer’s premises, then what happens?</p> <p>We also recommend limiting use of the words “reasonable” and “reasonably” in policy as this leaves too much to the discretion of the reader. What is reasonable to one person may be unreasonable to another. As an example, the draft currently states that if there is no agreement, or the agreement does not designate or authorize a specific or defined space where the worker is to perform their duties, the designated workspace is a place where the worker might reasonably have been expected to be while engaged in work related activities. We propose substituting “the designated workspace is the</p>



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		<p>location where that worker most often works from”. If the worker is working from home and they usually work from a home office, but when injured they were working on the couch an injury should not be covered. The employer expects them to work from their home office or designated workspace.</p> <p>Following are comments specific to the draft policy in the consultation document.</p> <p><b>Application 1 - Employment Hazards, Time and Place</b></p> <p>1. Part II, Page 1 of 17 - the value of adding this table is questionable. It adds length to the policy but does not add additional information. This would be better placed in a guideline, fact sheet or training document.</p> <p>2. Pages 4 &amp; 5, Question 5 – regarding a designated workspace, the draft indicates if there is no written agreement, it is a place the worker may reasonably be expected to be. This leaves it open to the worker being able to make a decision about location (e.g. working on a laptop in bed, working at a coffee table, etc.). As noted above, if there is no agreement, the designated workspace should be considered to be the location where that worker most often works from. Other examples include people working from a summer home or vacation spot without notifying the employer (the employer may be unaware of the location and ergonomic issues or hazards introduced). Although the policy refers to a “designated workspace” if there is no written agreement how does WCB know a workspace is approved by the employer? Where a written agreement exists, and the worker makes the decision to work from their cabin or other location without approval of their employer an injury should not be covered. Because the employer had no notice, they were not able to assess and control the hazards of that workspace.</p> <p>We recommend this section include bullet points that expand on what a designated workspace is and what would not be allowed. Consideration should also be given to setting out what factors are necessary (or that make it more likely a claim would be accepted) and which are optional (or make it less likely) to aid in decision making. This has been done for travel (Q13) where it specifies that ownership is not relevant and the primary factor is the purpose of trip. This approach should be applied to other elements of policy.</p> <p>3. Page 5, Question 6 – the policy indicates coverage for safe</p>

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		<p>entry and exit may be extended to the access route only if the certain conditions are met. This section would be better explained through examples of what an access route refers to in general. If this is a remote worksite with a one lane road (e.g. a leased road or private road leased or owned by employer) policy should say so. As written, this creates confusion in the context of working remotely from home. Is this intended to apply to remote locations rather than an office tower where a worker has a choice to walk through a center door rather than right or left side door? With respect to working from home, how would this apply? What if a fire alarm goes off while working from home and someone is injured as they are exiting their home? Would what caused the alarm to go off be considered relevant (e.g. if the employer supplied computer starts a fire versus if their child is cooking in the kitchen).</p> <p>4. Page 10, Question 6 – use of the phrase “not generally” means there are exceptions. The employer has no control over public property. A definition of public property within this policy should also be included. The lack of a definition is problematic for municipalities who generally own anything people generally think of a public property. This should be revisited and if there are exceptions policy should include an example(s) of when an injury would be covered on public property. If you are on public property making your way to work this is part of your regular commute.</p> <p>5. Page 11, Question 7 – with respect to working from home, this section is not sufficient. Examples of how this would or would not apply would be beneficial (e.g. overtime that is authorized versus extra time worked at the employees discretion because they are “catching up”). Also, management “exempt” employees are often expected to work overtime but there is no authorization because they are not being paid. Policy should address this scenario.</p> <p>6. Page 8, Question 8 - this section needs better explanation and examples in relation to mobile workers (e.g. delivery drivers or transit operators) and what would constitute a personal deviation. For example, what if someone slips inside a café on a lunch break or when going to the washroom? Would this be covered because these facilities do not exist for a mobile worker? Policy should also clarify the status of a “smoke break” within this context.</p> <p>7. Page 9, Question 9 – We disagree with the first sentence in the proposed policy. If a written agreement that addresses time and place exists coverage should only extend within the parameters of the agreement. WCB is interfering in the employment relationship if</p>

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		<p>they accept claims outside the parameters of an agreement. This would also remove the employer’s control over hazards that exist if WCB does not abide by an agreement regarding place of work and designated work space. Furthermore, having an agreement emphasized in policy but then not considered as the primary factor is illogical. This does not infringe on a no fault system; rather the worker is removing themselves from the course of employment if they deviate from the parameters of the agreement.</p> <p>The degree of detail in an agreement will be reflective of the degree of risk an employer is prepared to take. We do not endorse WCB being prescriptive in this regard, but where an agreement exists it should be a primary and binding factor. Where there is no agreement, or where an agreement is silent in this regard, policy should outline what the relevant factors are. Policy references “useful and relevant factors” but this is not explained nor are examples provided. WCB should also take steps to communicate the benefits of written agreements in a working from home arrangement to both workers and employers.</p> <p>8. Page 9, Question 10 – it would be more accurate to specify that a <u>hazard</u> must be related to the workers employment. Policy currently states “The <b>employment hazard</b> must be related to the <b>worker’s employment.</b>” Could there be an employment hazard that is not related to employment? Specific to working from home the examples should be expanded on. For example, if someone choses to work in bed, that should not be deemed acceptable as a positional risk. A hazard of employment should relate to an agreement and what the employer has control over versus personal choice of the worker. The policy should also include examples that are specific to working from home.</p> <p>9. Page 10, Question 11 should include a cross reference to Application 5, Removing Oneself from Employment.</p> <p>10. Page 11, Question 11 – <i>Infectious disease</i> requires clarification generally and with respect to working from home. What is the intent of this policy regarding work from home? These claims should not be compensable as the employment does not introduce the hazard. Examples include an ill partner or child, or living and working from home in a location where there is an community infectious disease outbreak. Circumstances involving working from home are and should be treated differently than situations where an employer directs a worker to work in or travel to a location where they are exposed to an infectious disease. Generally, the opportunity</p>



<i>Stakeholder</i>	<i>Category</i>	<i>Comments</i>
		<p>exists to clarify how and by who a decision is made regarding whether the exposure is of causative significance.</p> <p>11. Page 11, Question 12 – Personal Relationships requires clarity generally and in the context of working from home. Policy references a direct or indirect relationship to the employment. What if an injury arises from a conflict is not exclusively personal (e.g. two friends find out one makes more money than the other and they get into a fight at work or it leads to feelings of discrimination and a psychological injury). The policy should be clear that the relationship must have to do with the employment itself and this example does not fit.</p> <p>With respect to working from home, what if the worker is injured in a domestic incident and they were at the location because the employer has them working from home (e.g. a spouse pushes the worker down the stairs)? Does the requirement to work from home make it indirectly related to employment? Presumably not, but this should be clarified so it is not open to interpretation.</p> <p>12. Page 11, Question 12 – Aggravation of a pre-existing condition states “If employment hazards increase the risk or aggravate a worker’s pre-existing condition, the injury may be compensable”. The statement should be clarified to state that the employment hazard needs to actually aggravate the condition. Increasing the risk is theoretical and because the potential is there it should not be assumed the risk was the cause.</p> <p>13. Page 13, Question 14 indicates if a worker is required to use personal equipment or supplies these are not considered imported personal hazards. Addition of some examples would help clarify what applies and what doesn’t. In our view, if the worker is using or required to use their own equipment and supplies, there is an onus on the worker to ensure the furniture or equipment they choose to use does not present a risk. These should be deemed a personal hazard unless the equipment/supplies are approved or explicitly agreed to under a written work agreement. Own equipment is not introduced by the employer and there is limited employer control. Furniture or equipment that is not provided by the employer should not be considered an employment hazard.</p> <p>14. Page 14, Question 15 – regarding control of the employer, what factors will be considered and how will the WCB assess this? Due to the significance of this factor when considering working remotely from home there should be a question added to specifically</p>

Stakeholder	Category	Comments
		<p>address this issue.</p> <p>15. Page 15 Question 17 – we propose adding a definition or examples of “Residential Facilities”. This draft combines too many different issues into one policy and creates confusion.</p> <p>16. Page 16, Question 20 – policy should be specific with respect to how this applies in a working from home scenario.</p> <p><b>Application 3 – Work Related Travel</b></p> <p>17. Page 1, Question 2 indicates the travel must be part of the job requirement. How is this determined (i.e. does it need to be referenced in a job description, an assigned duty, or only indirectly related to work)? Example: a worker decides on their own to go to Staples to buy something.</p> <p>18. Page 2, Question 3 – The draft indicates coverage begins when the worker starts their journey (e.g., enters their vehicle) and continues until their work-related journey ends. Coverage should begin when the worker leaves their personal property not when they enter their vehicle. An employer has no control over whether the worker clears ice or snow from a sidewalk or driveway. Policy should also clarify that personal property extends to include common areas of multi-residential properties (e.g. hallways, lobbies, the parkade, etc.). A statement should also be included to address situations where the worker uses public transportation rather than a personal vehicle. How this applies when the worker is on call (e.g. does coverage start as soon as they get the call to go in) should also be clarified. Question 9 should be referenced and this scenario clarified.</p> <p>19. Page 2, Question 4 – we agree with the proposed approach that the worker would not be covered when traveling between a designated workspace and the office or specific worksite as outlined.</p> <p>20. Page 3, Question 5 - An appointment is something that is planned and scheduled (e.g. leave home to attend a client meeting at another location). Errands are much more ambiguous and including errands in this policy has the potential to create conflict. Policy should be clear regarding what the process is for determining whether an errand is under the direction and control of the employer or discretionary and therefore not covered. Rather than using “work related errand” which opens the door to situations not agreed to by the employer, we suggest “employer directed errand” as a clearer reference.</p>

Stakeholder	Category	Comments
		<p>21. Page 4, Question 7 should be updated to reference leased vehicles paid for by the employer but driven by the worker as an example.</p> <p>22. Page 5, Question 9 – we suggest some additional examples be included. For example, what if the person is shopping when the call comes in? They are not at that location for work purposes so coverage should not begin when they get the call. As noted earlier, we also have concern with entering and exiting a vehicle as determining when coverage begins and ends.</p> <p>23. Page 6, Question 11 – policy currently excludes staying in a private residence. What if the private residence is an Airbnb or Vrbo rental? Policy should be updated to recognize the increasing prevalence of short-term rental properties. Policy also indicates coverage does not extend if the person is staying at private residence but are they are covered while driving to the residence (e.g. is the journey itself covered)?</p> <p>24. Page 6, Question 12 regarding driving a company vehicle should be clarified. Driving a vehicle to protect contents is specified, so does this mean that if the worker takes a vehicle home on a daily basis their regular daily commute is covered? This is a contradiction with other policy provisions. Policy should also reconsider use of the word “leaves”. If the worker slips and falls on their driveway, are they covered? What consideration will be given to private versus public property?</p> <p>25. Page 7, Question 14 should cross reference Questions 9 and 12 and include examples.</p>
Individual	Other	<p>I think it is important for there to be definitions of what is covered and what is not covered in a "designated workplace" such as this. However, I also think the general public may need to know more about the general who is covered by WCB. I think our young people today assume they are covered no matter what, and if, for some reason their employer does not have WCB coverage they can find themselves in horrible positions.</p> <p>Directly related to this policy update, WCB customer service staff would need to use it consistently for it to be beneficial for all. I hear a lot about varying degrees of support from WCB - ranging from horrible to a blessing - and I don't understand if they are working with an ACT and policy/procedure how decisions and care/support are not more</p>



<i>Stakeholder</i>	<i>Category</i>	<i>Comments</i>
		<p>consistent throughout their staff.</p> <p>I like the set up and visuals in this update as well - more clarity around the information being presented in this manner.</p>
<b>Individual</b>	<b>Other</b>	<p>I have had employers asking about Workers that want to work from home, but the home is outside of Alberta.</p> <p>This policy does not make it clear whether the designated workspace can be outside of Alberta. The other issue that is not clear is how this is the difference between this and the definition of "outworker".</p>
<b>WORK4UBYLINDA</b>	<b>Paid advocate</b>	<p>As far as the WCB staff are concerned, the ability to provide the same level of service has been impacted by the working remotely. I don't feel that the level of service is comparable.</p> <p>On the work from home globally, the policy will need to reflect that if an employer is agreeing an employee can work from home, then the "home" becomes the worksite, and injuries at the home need to be accepted (safe entry/exit), etc.</p> <p>In addition, the isolation from working from home needs to be built into the psychological policies. It can be much more injurious to be working from home and dealing with volatile clients. Alternatively, the isolation can also be detrimental to the employee's well-being. there is no replacement for in-person contact. Finally, if work from home is the predominant option, then a commute to the office for a meeting, should be covered.</p>
<b>Individual</b>	<b>Worker</b>	<p>I had fallen on ice back in March 14 2022, I went for physio for two months and then came back to work for two months and after that two months the company said they wanted me to get back in the truck, so I went up to Grand Prairie for a load and I couldn't sleep that night because of my back pain, so the next day it was hard for me to stay awake and make it back to the office and then I resigned from my position because they only wanted me to drive truck and nothing else.</p>
<b>Individual</b>	<b>Worker</b>	<p>No where in the document that it talks about a hazard assessment being done in the alternate workplace. I realize this an OHS issue but there should be a statement talking about how the employee and employer have done their due diligence and made sure that a hazard assessment has been done to eliminate and/or reduce employment hazards.</p>

<i>Stakeholder</i>	<i>Category</i>	<i>Comments</i>
<b>Individual</b>	<b>Worker</b>	<p>The management team of companies doing business in remote sites should be responsible for your safety once at site and ensure that all incidents are reported to wcb.</p> <p>If the employee is injured and cannot work his position should be held for him until he's fully recovered and medically cleared to go back to site.</p> <p>In my opinion if an employer does not report the incident and actually terminates that employee without investigation the next day in hospital especially one whom was a victim of frostbite and had asked to be housed in the accommodations at worksite because he's at a high risk of hypothermia and future frostbite then it should be granted to keep employee out of harms way. Furthermore a nurse should also be available if employee asks to see one at all sites.</p> <p>I was prescribed opioids and a heavy addiction occurred and i lwas unable to do anything and lost 10 years of my life.</p> <p>Tried to file many times and they kept on saying I had two years.</p> <p>This should fall in extreme circumstances where the employee didn't know he could file because he was fired immediatly and didn't know that it was against wcb policy to fire an injured worker therefore his claim be accepted and compensated and companies should be fined.</p>