



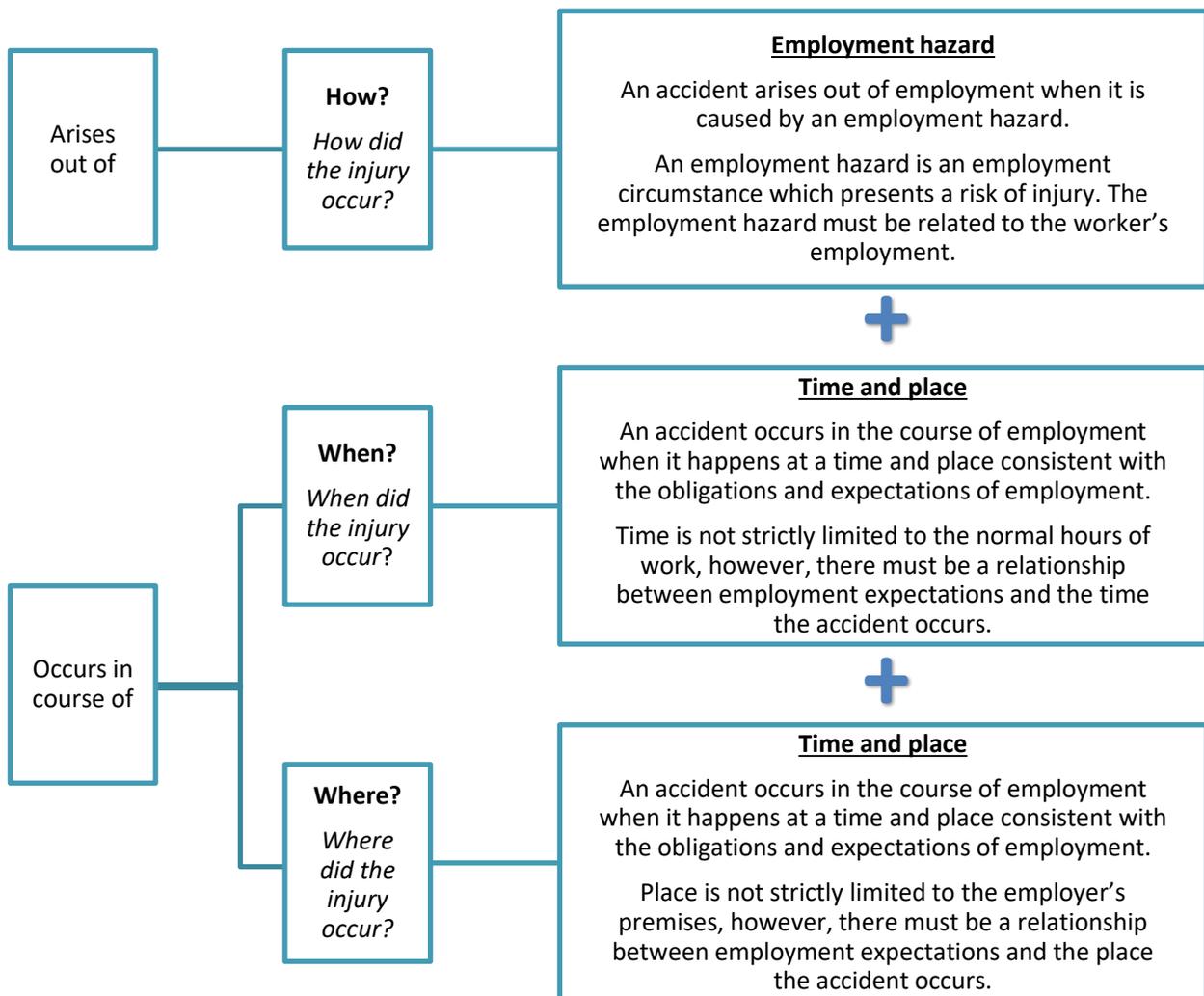
Working remotely (Policy 02-01, Part II, Applications 1, 2 and 3)

Background

For many organizations, the COVID-19 pandemic has changed the way we work. More people are working from home and employers are re-examining physical location as a requirement for employment. Without changing the foundational concepts related to compensability, we're reviewing our policies to ensure they provide enough guidance to adjudicate the changing nature of claims.

Policy 02-01: Arising out of and occurring in the course of employment

To be compensable, an accident must meet two conditions: it must arise out of employment AND occur in the course of employment.





What we propose

We're not changing the foundational concepts of Policy 02-01. Access to compensation will remain the same as it is today. The draft policies simply provide additional guidance and detail.

To reflect the changing nature of work and help workers and employers know what is covered, we added questions specific to working remotely. We also combined Policy 02-01, Part II, Application 1 (employment hazards) and Application 2 (time and place) so that all criteria for coverage is in one place. We want to ensure we are transparent with stakeholders about what is compensable and provide adjudicators the tools they need to make fair and accurate decisions.

Here's an overview of the changes we propose to Policy 02-01:

| Working remotely (working from a designated space) |
|--|
| <ul style="list-style-type: none">The draft revisions provide guidance on compensability of claims while working from a designated workspace. |
| <ul style="list-style-type: none">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 (e.g., working from home and hybrid work arrangements). |
| <ul style="list-style-type: none">Coverage is generally the same whether a worker is working at the employer's premises, a specific worksite or a designated workspace; however, due to its nature, there are some differences specific to designated workspaces. When working from a designated workspace, workers are <i>not</i> covered for:<ul style="list-style-type: none">occasional situations when a worker brings work home on their own initiative,injuries resulting solely from imported personal hazards not related to normal employment activities (e.g., tripping on a child's toy while working from home),injuries that occur on the way to or from the designated workspace to start or end the worker's shift (e.g., a worker is injured on the stairs on the way to their home office),injuries that occur when the worker leaves the designated workspace for comfort and rest breaks (e.g., the worker leaves the designated workspace to use the washroom or prepare lunch in their kitchen),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) |
| <ul style="list-style-type: none">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). |
| <ul style="list-style-type: none">Coverage generally only extends to the time and place designated 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 and place are consistent with the obligations and expectations of employment. |



Combined Applications 1 (employment hazards) and 2 (time and place)

- The draft policy combines Policy 02-01, Part II Application 1 (Employment Hazards) and Application 2 (Time and Place) to highlight that both must be met for an accident to **arise out of (hazard) and occur in the course (time and place) of employment.**

Clarifications and additional policy direction

- Framed decision-making around **how** (employment hazard), **when** (time) and **where** (place)
- Provided **additional clarity** for more consistent decision-making on:
 - When and where coverage begins and ends
 - Commuting and routine travel (travel to begin and end a shift)
 - Comfort and rest breaks
 - Safe entry/exit
 - Unexpected or special journey due to an emergency
 - Pre-existing conditions
 - Causation
 - Epileptic seizures
 - Public property (parking lots, sidewalks, etc.)
- Renamed Application 3 “**Work-related Travel**”
- Reinforced that work-related travel is **under the direction and/or control of the employer**, considering:
 - 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
- Updated language for **gender neutrality**

Financial impact

As there are no expansions to coverage, the proposed policy changes are not expected to have a financial impact on the system. The draft revisions provide additional policy direction, not a change to the way we adjudicate claims.



See attached draft Policy 02-01, Part II, Applications 1 to 3 for additional details.

Note: The merging of Policy 02-01, Part II, Application 1 and Application 2 resulted in considerable reformatting and renumbering of questions. For readability, the attached drafts do not use track changes. For convenience, content related to working remotely has been highlighted in yellow.

You can find the current wording of these policies at:

- [Policy 02-01, Part II, Application 1, Employment Hazards](#)
- [Policy 02-01, Part II, Application 2, Time and Place](#)
- [Policy 02-01, Part II, Application 3, Travel](#)

We welcome your feedback, ideas and suggestions.

This posting is open until March 6, 2023.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

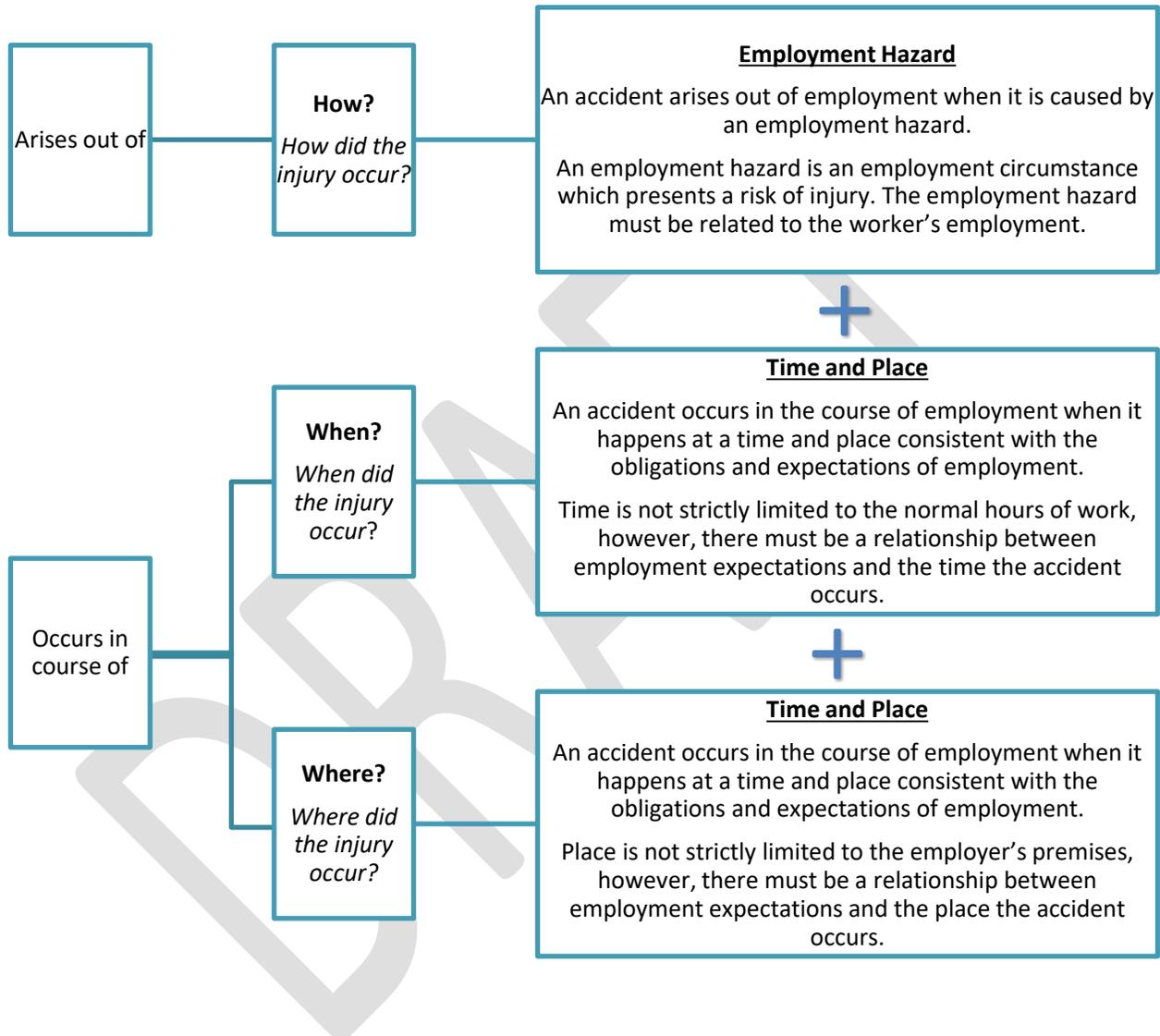
Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE



**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

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.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Section 24 presumption
(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* applies.

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. 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 5 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).

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

When and where coverage begins (continued)

Additional guidance is provided throughout this policy. For time and place, see questions 5-9.

For coverage during travel, see Application 3.

5. *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.**

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. Ideally, the employer and worker have a written agreement specifying where work is to take place (see Question 9). 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

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Place consistent with work
(continued)*

where the worker might reasonably have been expected to be while engaged in work-related activities.

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 travel, see Application 3.

6. *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 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. 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 an imported personal hazard). See Questions 10-13

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

Safe entry/exit (continued)

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
- remote 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 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 travel, see Application 3.

7. 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**

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Time consistent with
employment (continued)*

**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, including when a worker is called in and has to work, or
- for workers who are working in a remote location and staying in residential facilities such as bunkhouses or campsites

Payment is one factor that should be 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 9.

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.

For coverage during travel, see Application 3.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

8. *Is the worker covered during rest breaks and comfort breaks?*

Rest and comfort breaks are brief interludes of personal activity during normal work hours.

A rest break is a break authorized by the employer (e.g., coffee breaks, lunch break). If there is no set break schedule between the worker and employer, a rest break is a break permitted under provincial employment standards or a labour agreement.

A comfort break is a break reasonably expected of all workers during the course of employment (e.g., washroom or water break).

When a worker sustains an injury during a rest or comfort 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 the control of the employer, (i.e., the injury was not caused solely by an imported 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 on their comfort break, or goes shopping on their rest break)

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

Alberta WCB
Policies &
Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Rest and comfort breaks
(continued)*

If a worker leaves the employer’s premises or specific worksite during their comfort or rest break, consider safe entry and exit (Question 6).

For accidents that occur during comfort/rest breaks during travel, see Application 3.

9. **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 designated 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 and place are consistent with the obligations and expectations of employment.**

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

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 employment hazard **must be related to the worker’s employment.**

The hazard may be:

Alberta WCB
Policies &
Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Employment hazard
(continued)*

- directly related to the worker’s job duties (e.g., supplies, equipment, machinery, chemicals, worksite ergonomics), or
- 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 travel, see Application 3.

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** (see Application 7 - Causation) causes 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).

Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution **96/10/53**

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

Positional risk (continued)

Infectious disease

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 of causative significance or create 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 employment hazards increase the risk or aggravate 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.

For epileptic seizures, see Question 19.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

*Personal risks and conditions
(continued)*

Also see Application 5, Removing Oneself from Employment.

13. Are accidents caused by imported personal hazards compensable?

Imported 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 an imported personal hazard and **not related** to normal employment activities, it did not arise out of employment.

If an injury occurs because of an imported 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 imported 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.

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 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 9). If there is no agreement, or the agreement does not designate or authorize a specific or defined work

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

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

area, an accident may be compensable if it takes place where the worker might reasonably have been expected to be while engaged in work-related activities.

When working from a designated workspace, either on a permanent or temporary basis, a worker is considered to be in the course of employment, provided that all of the following conditions are met:

- a) the worker was directed or authorized by their employer to work remotely, and
- b) the injury occurs at a time and place consistent with employment (see Questions 5-9), 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:

- occasional situations when a worker brings work home on their own initiative (not directed by the employer), or
- injuries resulting solely from imported personal hazards not related to normal employment activities

Note: if a worker is required to use personal equipment and supplies to perform their job duties, these are not considered imported personal hazards.

For coverage during travel, see Application 3.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

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

Due to the nature of working remotely, 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 designated workspace, 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 not covered for:

- injuries that occur on the way to or from the designated workspace to start or end the worker's shift (e.g., a worker is injured on the way to their home office to start the day), or
- injuries that occur when the worker leaves the designated workspace for comfort and rest breaks (e.g., the worker leaves the designated workspace to use the washroom or prepare lunch in their kitchen)

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:

- 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 are not considered to be employment hazards (e.g., food, equipment). Hazards

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

Employer-provided eating facilities (continued)

introduced by another worker may be compensable (e.g., allergic reaction to a food item brought into the workplace by another worker, etc.).

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

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).

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

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.

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.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

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 there is no evidence that an epileptic seizure occurred, consider this to be a collapse at work under 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 injuries were increased because of an employment hazard, WCB will accept responsibility for the resultant injuries.

21. *When is this policy application effective?*

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

Previous versions

- [Policy 0201 Part II - August 2015](#)
- [Policy 0201 Part II - January 2007](#)
- [Policy 0201 Part II - January 2004](#)

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 96/10/53

Date:

November 26, 1996

APPLICATION 1: EMPLOYMENT HAZARDS, TIME, AND PLACE

- [Policy 0201 Part II - January 2002](#)
- [Policy 0201 Part II - March 1999](#)
- [Policy 0201 Part II \(consolidated manual 1st Issue\) - February 1997](#)

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Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

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BoD Resolution **2010/03/10**

Date:

March 30, 2010

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 1).

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 10), or
- the injury is due solely to a personal imported hazard (see Application 1).

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.

Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution **2010/03/10**

Date:

March 30, 2010

APPLICATION 3: WORK-RELATED TRAVEL

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) and continues until their work-related journey ends.

For information about employer's premises and specific worksites, see Application 1.

4. *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** if there are no employment duties associated with the travel itself (e.g., going to the employer's premises to pick up office supplies). A designated workspace is a place of work other than the employer's premises or a specific worksite (see Application 1).

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., to start or end a shift, or during the workday)

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2010/03/10

Date:

March 30, 2010

APPLICATION 3: WORK-RELATED TRAVEL

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

- frequency of the trip (e.g., whether the worker works exclusively from home, or has a hybrid work arrangement)
- purpose of the trip (e.g., to pick up office supplies, or to attend a mandatory meeting at the employer’s premises)

For travel for work-related appointments, other than from a designated workspace to and from the employer’s premises or specific worksite, see Question 5.

5. Is a worker covered when travelling for work-related errands or appointments?

Yes, provided it is under the direction and/or control of the employer. A worker who leaves the employer’s premises, specific worksite, or designated workspace for specific business purposes such as to attend offsite appointments or to do other work-related errands is under the direction of their employer.

Coverage begins when the worker starts 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 10.

6. Is a worker covered while taking comfort and rest breaks during 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 is covered during this comfort break provided the stop is

Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution **2010/03/10**

Date:

March 30, 2010

APPLICATION 3: **WORK-RELATED** TRAVEL

Rest and comfort breaks (continued)

along, or reasonably close to, the business route (e.g., there may be no restaurants or rest stops directly along the business route requiring the worker to leave the business route to find a reasonable alternative).

7. *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.

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

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

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 10). Coverage ends when the worker leaves the private road or makes a personal deviation.

9. *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

Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution **2010/03/10**

Date:

March 30, 2010

APPLICATION 3: **WORK-RELATED** TRAVEL

Coverage when responding to an emergency or while on call (continued)

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, having dealt with the situation, they return home (e.g., exit their vehicle). The only interruption to the continuous coverage is if the worker makes a personal deviation (see Question 10).

10. *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.

11. *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 removing them from the course of employment (e.g.,

Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution **2010/03/10**

Date:

March 30, 2010

APPLICATION 3: **WORK-RELATED** TRAVEL

Overnight trips (continued)

sightseeing, going to a sporting event, using a hotel's recreational facilities) (see Question 10), or

- the injury is due solely to a personal imported hazard (e.g., neck strain due sleeping in an awkward position) (see Application 1), or
- they are not making reasonable and permitted use of the facilities

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 comfort and rest 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).

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

The worker is only covered provided the worker is required to drive the company vehicle before or after a shift 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 leaves the company vehicle to end the journey.

For personal deviation, see Question 10.

Alberta WCB Policies & Information

Chapter:

WORK-RELATEDNESS

Subject:

ARISES OUT OF AND OCCURS IN THE COURSE
OF EMPLOYMENT

Authorization:

BoD Resolution **2010/03/10**

Date:

March 30, 2010

APPLICATION 3: **WORK-RELATED** TRAVEL

13. *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.
14. *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.
15. *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.

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2010/03/10

Date:

March 30, 2010

APPLICATION 3: WORK-RELATED TRAVEL

16. *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.

17. *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.

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

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2010/03/10

Date:

March 30, 2010

APPLICATION 3: WORK-RELATED TRAVEL

Employment at a distant location (continued)

- the employer arranges, pays, or provides the travel (see Question 7)

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, motor home, 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.

This is distinct from the case where a worker is staying in an employer-provided residential facility (e.g., camp). See Application 1.

18. When is this policy application effective?

This policy application (Application 3 – Travel) is effective [insert date], and applies to all accidents on or after that date, except when noted otherwise in a specific policy section(s).

Previous versions

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

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2010/03/10

Date:

March 30, 2010

APPLICATION 3: WORK-RELATED TRAVEL

- [Policy 0201 Part II - April 2004](#)
- [Policy 0201 Part II - January 2004](#)
- [Policy 0201 Part II - January 2002](#)
- [Policy 0201 Part II \(consolidated manual 1st Issue\) - February 1997](#)

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