

# Working from a designated workspace (including home)

Working from home, hybrid work, telecommuting and telework are all terms for work arrangements where a worker performs employment duties outside the employer's premises or a specific worksite. We call this working from a *designated workspace*.

Whether working from an employer's premises, a specific worksite or from a designated workspace, the foundational principle for adjudication remains the same: **Did the accident arise out of and occur in the course of employment?**

## Arise out of and occur in the course of employment

To be compensable, an accident 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.

## Designated workspace

When making decisions on coverage for injuries that occur while working from a designated workspace, we consider the following main questions to determine if there is a connection between work duties and the accident:

- **Where** did the accident occur and, if there is a work agreement (i.e., an agreement with your worker about where they will work in their designated workspace), is the location of the accident consistent with the work agreement?
- **When** did the accident occur and, if there is a work agreement, is the time of the accident consistent with the work agreement?
- **Why** did the accident happen and what was your worker doing at the time of their accident (i.e., was there a work-related hazard that caused the accident)?

We take all this information into consideration when making decisions.

For travel, there are special considerations (see below).

## Work agreements

It's best practice to ask your worker to sign an agreement specifying when and where their work is to take place when they work from a designated workspace (e.g., they'll work from an agreed-upon room/space when working from home). Work agreements help us confirm that the time and place of the accident are work-related. Coverage generally only extends to the time and place specified in the agreement. However, in a no-fault system, an accident may still be compensable if it happens outside of the specifics of the agreement (or if there is no agreement), provided the time, place and hazard are consistent with the obligations and expectations of employment.

## Coverage

There are times when similar scenarios may be treated slightly differently depending on whether work is being done from a designated workspace or at your premises. The difference relates to the nature of the hazard. To be covered, the hazard must be a **hazard of employment**. When working from a designated workspace, you (as the employer) have less control of hazards. That's why workers are not covered for:

- accidents that happen before they enter their designated workspace or after they leave it, or when they go for breaks or lunch
- accidents caused by personal hazards (e.g., toys left in their work area)

## Travel

When your employees work at your premises or worksite, they are not covered for accidents that occur when travelling to and from work unless there's a task or errand that's related to their work **during the journey** (e.g., you ask your employee to pick up something on their way to the office or stop to meet with a client on the way to a jobsite). It's no different when they work from a designated workspace — workers are not covered for accidents that happen when they travel to and from your premises or worksite, even if they primarily work from home and only come into the office occasionally (e.g., for a team or

client meeting), unless they are doing some specific errand, task or duty that's related to work while they travel (e.g., they pick up a client on the way to attend a meeting at the office).

## Working outside Alberta

If your employee is working from a designated workspace outside of Alberta, they may be covered. The accident must be compensable under Policy 02-01, and you must have coverage for your worker under Policy 06-01.

We have flexibility to provide coverage to a worker working for an Alberta company outside the province. In some cases, Alberta employers cannot get coverage in other jurisdictions because each jurisdiction has their own unique legislation and policy. In most cases, we are able to support Alberta employers by extending our coverage. Coverage with us does not supersede coverage requirements in other jurisdictions, so it's best practice to confirm coverage requirements in the other jurisdiction.

## After an injury

Modified work can play an important part in an injured worker's recovery and successful return to work. If your worker has a claim with us, we'll work with you and your worker to find suitable modified work options, even if they work from a designated workspace. Together we can explore innovative solutions. It's always best practice to support suitable modified work.

## Example scenarios

These scenarios give examples of how we consider all the available facts when making entitlement decisions. They also show how *different facts alter entitlement decisions*. Remember, for an accident to be compensable, the hazard, time and place must be work-related.

### Scenario 1:

*Margaret and her employer agreed that she will work from a spare room in her basement. On the way to her basement office to start work, she slipped on the stairs and hurt her back. Is she covered?*

No, her coverage doesn't begin until she enters the room where she is supposed to do her work.

*What if Margaret slipped because she was carrying a box of supplies that her employer instructed her to take home to use in her office, which obstructed her view of the stairs? Is she covered?*

Probably. It's likely that her accident was caused from performing work-related duties (carrying the box her employer told her to bring home), even though she had not yet entered her spare room in her basement.

### Scenario 2:

*Margaret does not have a work agreement with her employer specifying where she will work within her home. She typically works in the spare room in her basement but decided to work from her dining room. While in her dining room, she tripped over the laptop's power cord and hit her shoulder on the dining room table. Is she covered?*

Probably. In this case, the power cord is the employment hazard. As there is no agreement specifying where she should work in her home, she is covered for work-related injuries that take place anywhere it might be reasonable for her to work (i.e., the time and place are consistent with the expectations of her employment).

*What if Margaret tripped on her dog's toy and not the laptop power cord? Is she covered?*

No. The toy is not an employment hazard, it's a personal hazard.

### Scenario 3:

*Margaret has worked out of a home office for three months using her own personal desk and chair. She started to have wrist and neck pain and her doctor diagnosed a repetitive strain injury as a result of her chair and desk being at the wrong height. Is she covered?*

Probably, as long as she needed to use her own desk and chair to do her work duties because her employer did not provide a desk and chair to her.

*What if Margaret worked most of the time from her couch in her living room, despite her work agreement indicating that she would work from her spare room, and working from her couch is likely the cause of the wrist and neck issues? Is she covered?*

Probably not. Her injury was likely caused from working for a prolonged period (three months) from a place that was not consistent with her work agreement.

**Scenario 4:**

*Margaret left her home office and drove to her employer's office to attend a mandatory team meeting. On the way home, she was involved in a motor vehicle accident and injured her neck. Is she covered?*

No, workers are not covered travelling from their designated workspace to and from the employer's premises. This is true even when employers direct their workers to come in or they need to pick up equipment and supplies necessary to work from home or to perform other work duties.

*What if Margaret's employer asked her to pick up toner and paper from a store on her way into the office to attend a team meeting when she was involved in the motor vehicle accident? Is she covered?*

Probably, as long as Margaret didn't make a personal deviation enroute. She was directed by her employer to travel to the store for work-related purposes, so she would likely be covered, even though she was also travelling from her designated workspace to the employer's premises at the time.

**For more information about:**

- employment hazards, time and place, see [Policy 02-01, Part II, Application 2](#)
- work-related travel, see [Policy 02-01, Part II, Application 3](#)
- working outside of Alberta, see [Policy 06-01, Part II, Application 5](#), or our [out-of-province accidents](#) fact sheet

