

**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

1. *What factors are considered when determining if an injury resulted from an employment hazard?*

The employment must have contributed to the accident so that, if it were not for the employment, the accident would not have occurred at that time. The hazard may arise directly from the occupation or industry itself, or it may arise from positional risk. The following conditions apply when determining whether an employment hazard caused or contributed to an accident:

- the hazard must be related to the worker's employment
- employer-provided residential, recreational, and food facilities are considered hazards of employment only when the hazard arises from the premises or equipment and the worker is making reasonable and permitted use of the facilities

2. *What is positional risk?*

Positional risk occurs when workers' employment causes them to be in a place at a time when they are exposed to a hazard. Examples include environmental hazards such as insect bites and exposure to weather conditions, motor vehicle collisions, and unprovoked attacks.

Usually, it does not matter whether the worker is at the same risk as the general public, provided the employment causes the worker to be in a certain place at a certain time when the accident happens. For example, a worker travelling to a business appointment is at the same risk as the general public if a rifle is fired accidentally in the vicinity. Were it not for employment, however, the worker would not have been there when the rifle was fired, so it is the employment which has placed the worker at risk.

ARCHIVE

**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

Positional Risk (continued)

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

3. *What are a worker's personal risks and conditions?*

These are characteristics and circumstances specific to the worker and present regardless of employment. For example, a degenerative or other pre-existing physical condition is a risk for the worker both in and out of employment.

Personal relationships (e.g., spouse, family, friends) may also 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.

For example, if two co-workers who socialize outside of work fight during work hours because of some personal incident, the fight only coincidentally occurs during employment and does not arise out of employment. Any resulting injuries are not compensable (see Application 5, Removing Oneself from Employment).

However, if employment hazards increase the risk or aggravate a condition, the injury may be compensable (see also Policy 03-02, Aggravation of a Pre-Existing Condition).

ARCHIVE

**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

4. *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. The WCB will, however, accept responsibility for any injuries resulting from a seizure occurring while the worker is in the course of employment.

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

The 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, the WCB does not accept any responsibility for the underlying cause of the collapse. If, however, the worker's injuries were increased because of employment, the WCB will accept responsibility for the resultant injuries.

6. *What is considered an employment hazard in residential and eating facilities?*

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

Hazards include any employer-provided equipment such as furniture, utensils, etc. and any food or drink provided by or purchased from the employer or employer's agent and consumed on the premises. Food, equipment, or other hazards introduced by the worker are not considered to be employment hazards.

ARCHIVE

**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

Residential and eating facilities (continued)

If the worker is considered to be a “captive worker” in a residential facility, the WCB may include other hazards, based on the individual merits of the claim. Captive workers are workers who, because of the circumstances and nature of their employment, have no reasonable alternative to living in a bunkhouse or campsite (for example, a remote campsite in the wilderness).

- 7. *Does coverage for reasonable and permitted use of employer provided residential facilities include all residences?*

The extension of coverage is intended to cover workers while they live in facilities operated by or for the employer, which by their nature, give workers less control over the environment and their activities than is the case in a normal home environment.

The hazards of the premises 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.

- 8. *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.

- 9. *When is this policy application effective?*

This policy application (Application 1 – Employment Hazards) is effective February 15, 1997 except when noted otherwise in a specific policy section(s).

ARCHIVE

**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 2: TIME AND PLACE

1. *What is the relationship between employment hazard and time and place?*

The two conditions are very closely linked, but are not identical. Employment hazard deals with how the injury occurs, while time and place considers when and where.

For example, a worker at an employer-provided campsite falls and is hurt when a railing gives way. The broken railing is a hazard of the premises and therefore an employment hazard; however, the WCB must also consider why the worker was at the campsite at that time, and if the reason is consistent with the worker's employment.

2. *What factors are considered when determining whether the time and place of injury are consistent with employment?*

The following factors may be considered, together with any other facts relevant to a specific claim:

- did the injury occur on the employer's premises?
- was the worker in the process of doing something for the benefit of the employer?
- did it occur during a time period for which the worker was being paid?
- was the worker in that time and place for employment reasons (for example, in a hotel because of an overnight business trip)?
- did it occur in the course of using equipment or materials supplied by the employer?

Compensation coverage generally begins when the worker enters the employer's premises to start the work shift, and terminates on the worker leaving the premises at the end of the shift. Coverage may begin with the journey to

ARCHIVE

**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 2: TIME AND PLACE

Factors (continued)

work if travelling is required as a condition of employment (see Application 3, Travel). Coverage may also be extended beyond normal work hours to workers who are staying in residential facilities such as bunkhouses or campsites.

3. What is included in the term “employer’s premises”?

“Employer’s premises” includes buildings or property (such as parking lots, sidewalks) owned or leased by the employer and any work site where the employer is conducting business.

4. Are workers covered while entering the employer’s premises through property not owned by the employer?

This policy question is effective January 1, 2002, and applies to all accidents on or after that date.

BoD Resolution 2001/10/51

Workers are entitled to safe entry and exit to and from the work site. Injuries occurring while entering or exiting the premises for employment purposes may be covered if a hazard of the premises contributed to the injury. 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

In these cases, coverage is extended if the worker is making reasonable and permitted use of the access route, and the accident results from a hazard of the route. For

ARCHIVE

**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 2: TIME AND PLACE

*Entering premises
(continued)*

example, if a worker trips on loose carpet in the public hallway while exiting the employer’s office, coverage is granted as the hallway is considered to be a common area.

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

5. *Are injuries that occurred during coffee or lunch breaks compensable?*

When a worker sustains an injury during a lunch hour, coffee break or other similar period, the injury is compensable provided:

- the injury occurs while the worker is making reasonable and proper use of a facility provided by the employer, **and**
- the injury arises from a hazard of the facility.

This also applies to workers at construction or similar sites while taking lunch or coffee breaks on site, and includes hazards inherent to the site, such as trenches or excavations.

Unless there are special circumstances, workers are not covered if they, on their own initiative, choose to leave the employer’s premises to eat or perform other personal errands.

6. *When is this policy application effective?*

This policy application (Application 2 – Time and Place) is effective February 15, 1997 except when noted otherwise in a specific policy section(s).

ARCHIVE

ARCHIVE

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

1. *Under what circumstances are workers covered while travelling?*

Accidents that happen during travel must arise out of and occur in the course of employment. Travel occurs in the course of employment when the travel is under the direction of the employer either specifically or as an expected part of the work duties.

2. *How does WCB determine that travel is under the direction of the employer?*

To determine whether travel is under the direction of the employer, the WCB looks at the purpose of the travel, whether the travel is part of the job requirement, and the degree of the employer's control of the travel.

For example, travel may be an expected part of the work duties, as is the case for a truck driver or travelling salesperson. Travel may also be an occasional or exceptional occurrence such as an office worker who travels to an offsite business meeting.

3. *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 receives a company vehicle as part of a benefit package is not covered while routinely travelling to and from work. However, a worker who is required to take a company vehicle to and from the worksite (for example, to protect the contents, to be available for service calls) is covered while travelling.

ARCHIVE

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

4. *Is payment for travel a factor?*

Payment for travel may in some circumstances be a factor in determining whether the travel is under the direction of the employer. However, although payment may be an indicator, the primary factor is the purpose of the trip.

For example, if as part of a benefit package a worker is paid for routine travel to and from a worksite, the travel is not covered (see question 5). Conversely, a travelling salesperson working on commission may not be paid for travel. However, the salesperson is covered, as the travel is an expected part of the work duties.

5. *Is travel to and from the worksite covered?*

Travel to and from the worksite is only covered when it is under the direction and control of the employer such as when:

- the means of transportation is operated by, or for, the employer. For example, workers are covered if they commute to work in an employer-provided or operated bus. Coverage begins from the point workers board the bus.

ARCHIVE



**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

*Travel to and from the
worksite (continued)*

- travel is on an employer-owned or employer-leased road
- workers are required to drive company vehicles to and from the worksite for a work-related purpose such as to protect the contents or to be available for service calls, etc.
- workers are required to make an unexpected or special journey to the jobsite due to an emergency such as fire, flood or robbery or some other unusual reason. In these situations, workers are covered continuously from the time they leave their residences until, having dealt with the situation, they return home. The only interruption to the continuous coverage is if the worker leaves employment by an activity that is distinctly personal

Travel is not considered to be at the direction of the employer simply because the worker is expected to be at work. Therefore, workers are not covered during routine travel to and from the worksite when there are no employment obligations or duties associated with the travel, regardless of any remuneration the worker may receive for the travel.

6. *Are workers covered when travelling offsite on work-related errands or appointments?*

Workers who leave their employer's premises for specific business purposes such as to attend offsite appointments or to do other work-related errands are considered to be under the direction of their employer. This is the case whether the worker leaves from the worksite or from home (for example to attend an early morning offsite meeting).

ARCHIVE

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

7. *What is covered while a worker is travelling?*

Coverage begins when the worker begins the work-related travel and continues throughout the trip, unless the worker makes a distinctly personal departure that removes the worker from the course of employment (see below). Therefore, if a salesman goes directly from home to his first appointment for the day, the starting point is his residence, and coverage begins as soon as he starts his journey.

Apart from the journey itself, workers are 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 at a location on (or close to) the business route is covered during this comfort break. Coverage is extended only when the injury results from a hazard that is not introduced by the worker.

Workers are not covered while participating in non-work-related activities. For example, if a delivery driver leaves the business route for personal reasons to go to a restaurant in another area of the city, the driver's coverage is interrupted from when he/she leaves the business route until he/she returns to the route and employment duties. Similarly, a business traveler staying overnight in another city is not covered if he/she goes to a movie.

ARCHIVE

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

8. *Under what situations are workers covered while staying in overnight accommodations?*

Workers who are employed to travel such as travelling salespeople or truck drivers and workers who are on employment-related assignments, courses, conferences, or short-term business trips are considered to be under the direction of the employer throughout the trip unless they are engaged in purely personal activities (see below). This includes taking breaks to fulfill basic comfort needs such as eating, including any hazard of the food, and while making reasonable and permitted use of overnight accommodation facilities.

Coverage while making use of these facilities is extended only when the injury results from a hazard of the premises. For example, a worker who wakes with a neck strain due to sleeping in an awkward position is not covered. However, a worker who trips over loose carpeting in the room would be covered for the resulting injury.

Workers are not covered during non-work-related or purely personal activities such as:

- travelling to (or during) personal errands, appointments or activities
- using hotel recreational or fitness facilities or equipment.

ARCHIVE

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

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

Coverage is extended to workers 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.

Generally, workers are 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 considered to be a condition of the acceptance of the assignment.

Once 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 considered to be under the employer's control while occupying the temporary residence.

ARCHIVE

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2001/10/51

Date:

November 27, 2001

APPLICATION: 3 - TRAVEL

Distant location (cont)

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 temporarily lives at the job location. The worker may live in his own accommodation such as a trailer or a motor home, or the worker may choose to stay in a hotel. In either case, the worker has temporarily relocated and is not considered to be under the direction of the employer while staying in the accommodation.

This is distinct from the case where the employer establishes the temporary accommodation in circumstances in which the worker is said to be “captive”. See Application 1, Questions 6 and 7.

10. When is this application effective?

This application (Application 3 – Travel) is effective January 1, 2002, and applies to all accidents on or after that date except when noted otherwise in a specific policy section(s).

ARCHIVE

ARCHIVE

**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: 4 - ATHLETIC ACTIVITY

1. *Under what circumstances is athletic activity covered?* Injuries incurred while workers are participating in sporting or athletic activities are not considered compensable except in the following circumstances:
 - the activity is a compulsory, non-competitive sport or activity under the employer’s direction and control, or
 - the activity is a competitive sport expressly pre-authorized by the employer and consistent with the worker’s regular job duties, or
 - the injury occurs while the worker is making reasonable and permitted use of employer-provided facilities in order to reach or maintain a mandated level of physical fitness, or
 - the worker lives in employer-provided premises such as a bunkhouse or campsite, and is injured due to a hazard of the premises while making reasonable and permitted use of employer-provided recreational facilities for a non-competitive sport.

2. *What is considered a competitive sport?* Competitive sports include all sports played against another person or team (such as tennis, basketball, etc.) at any time, and individual sports (such as weightlifting, aerobics, etc.) when the worker is participating in a competitive event.

3. *What is included in employer-provided facilities?* Employer-provided facilities include exercise facilities on the employer premises, and any equipment provided by the employer. Independent health and fitness club facilities for which the employer pays the membership fees are not considered to be extensions of the employer’s premises. Facilities of this nature are only considered part of the employer’s premises when the employer operates the club.

ARCHIVE

**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: 4 - ATHLETIC ACTIVITY

**4. To what extent does the
WCB extend coverage for
athletic activity?**

The extent of coverage depends on the type of activity, as indicated below.

Compulsory, non-competitive sport or activity under the employer's direction and control

If the non-competitive activity is compulsory, coverage is extended to injuries resulting from the activity itself and any hazards of the premises. For example, if workers are directed to do stretching exercises before starting their shifts, a worker who over-extends and strains a muscle is covered.

Competitive sports pre-authorized by the employer and consistent with the worker's regular job duties

Coverage in these circumstances is the same as coverage for compulsory, non-competitive activities. The competitive sport, however, must be consistent with the worker's regular job duties (for example, a police officer assigned as a school liaison officer who participates in sports to build a relationship with the students).

Worker is making reasonable and permitted use of employer-provided premises in order to maintain a mandated level of physical fitness

When workers are required to maintain a level of personal physical fitness as a specific condition of their employment (for example, the worker is required to pass an annual physical fitness test), the WCB will extend coverage while the worker is participating in the fitness program, provided:

- the non-competitive activity is directed by the employer or part of an approved fitness program, or
- the worker is participating in an approved-non-competitive physical fitness activity on the employer's premises (or, if running, walking, etc., starting and ending at the employer's premises).

ARCHIVE

**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: 4 - ATHLETIC ACTIVITY

The worker lives in employer-provided premises and is making reasonable and permitted use of the provided recreational facilities

When workers live in facilities operated by or for the employer, which by their nature, give workers less control over the environment and their activities than is the case in a normal home environment (for example, bunkhouses and campsites), the WCB extends coverage to workers while they are making reasonable and permitted use of the employer-provided facilities.

In these circumstances, however, the coverage extends only to injuries resulting from hazards of the premises (for example, loose flooring, equipment failures) while the worker is participating in a non-competitive sport or activity. Workers are not covered while participating in competitive sports or for injuries resulting from the athletic activity itself (for example, a strained muscle).

5. When is this policy application effective?

This policy application (Application 4 – Athletic Activity) is effective February 15, 1997 except when noted otherwise in a specific policy section(s).

ARCHIVE

ARCHIVE

**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: 5 - REMOVING ONESELF FROM THE COURSE OF
EMPLOYMENT**

1. *What are the implications of removing oneself from the course of employment?*

Compensation is not payable if the worker's actions at the time of accident have, in the WCB's opinion, removed the worker from the course of employment.

The WCB must **first** examine whether or not the action has removed the worker from employment. The claim will be denied if there is a substantial deviation from employment.

If the worker is found to be in the course of employment, the WCB may still determine under s.24 (1)(a) that the injury is attributable primarily to the serious and wilful misconduct of the worker.

2. *What types of actions remove a worker from the course of employment?*

Any of the actions below will be considered to have removed the worker from the course of employment:

- a criminal act with gainful intent
- intoxication, when drinking is not permitted or condoned by the employer and intoxication is the **sole** cause of the accident
- an intentional self-inflicted injury
- fighting, when the issue is purely personal with no employment relationship
- horseplay, if the worker is the instigator and it is a serious deviation from or abandonment of employment duties

ARCHIVE

**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: 5 - REMOVING ONESELF FROM THE COURSE OF
EMPLOYMENT**

Types of actions (continued)

- activities which are exclusively personal and have no relationship, directly or indirectly, to the worker's employment duties or the employer's operations.

The above list is not intended to be all-inclusive. Each case will be judged on its own merits.

3. *What is considered a deviation which removes a worker from the course of employment?*

When a worker voluntarily engages in an act which is not reasonably expected in the course of employment and which results in abandonment of employment duties, it may be considered a serious deviation. Each case has to be judged on its own merits.

For example, if a worker walks over to chat with a co-worker and accompanies this with a flicking of elastic bands, it is a trivial incident and would probably be an insubstantial deviation. Similarly, attending to activities of personal comfort that are essential to human needs may be considered incidental to the employment and likely not a deviation.

However, if a worker plays a joke which requires a significant part of the working time and concentration of energies to the extent that the employment duties are neglected, it may be considered a substantial deviation. Activities such as transacting personal business or going to places that have nothing to do with employment may remove the worker from the course of employment.

ARCHIVE

**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: 5 - REMOVING ONESELF FROM THE COURSE OF
EMPLOYMENT**

**4. *Is it compensable when
horseplay (rough play)
resulted in an injury?***

The WCB generally provides compensation to a non-participating worker if it can be established that the non-participant was in the course of employment at the time of injury.

A worker who is injured through instigating or participating in horseplay is not necessarily barred from compensation. The circumstances surrounding the horseplay must be thoroughly reviewed to determine if there is a significant deviation from the course of employment.

An injury may still be considered to have arisen out of and in the course of employment if:

- the interruption of productive activity is too brief to be considered a substantial deviation from the course of employment
- the horseplay is a common occurrence at work and is condoned by the employer
- the horseplay is initially harmless then escalates into a dangerous activity, and the worker is not a willing participant in the escalation
- the worker is still participating in productive activity, or some other activity of the employment even though the task was performed in an unbusinesslike manner.

ARCHIVE

**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: 5 - REMOVING ONESELF FROM THE COURSE OF
EMPLOYMENT**

5. *Under what circumstances will WCB provide coverage to a worker who is injured as a consequence of a fight?*

The WCB does not provide coverage to a worker who is injured while participating in a fight over a personal matter. There must be a connection between the employment and the dispute which led to the fight.

If a fight results over a work related matter and occurs at a time and place that is consistent with employment, the claim may be compensable. For example, a foreman and a labourer were involved in a dispute over whether or not the labourer should finish the job before the end of the work day. Both parties were injured as a result of the fight. In this case, the foreman and the worker would be covered under the Act since the injury arose out of and occurred in the course of employment.

Conversely, if the dispute is over a personal matter, neither party will be covered even though the time and place is consistent with employment.

6. *Does WCB provide compensation to an innocent bystander who is injured because of a fight?*

An innocent bystander who is injured in a fight is entitled to compensation as long as the injury occurs while the bystander is in the course of employment. The reason for the fight is irrelevant because employment obligations put the bystander at risk.

7. *Is a claim compensable if there is evidence of intoxication or other substance impairment at the time of injury?*

A claim is not denied simply because the worker is under the influence of alcohol or drugs at the time of injury. Sometimes, drinking may be a permitted, required or condoned activity of the employment. For example, a salesperson may drink with customers as part of employment expectations. A claim may still be compensable if there is some factor in the employment that caused or contributed to the injury.

ARCHIVE



**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: 5 - REMOVING ONESELF FROM THE COURSE OF
EMPLOYMENT**

*Intoxication or other
substance impairment
(continued)*

If an injury results from intoxication alone, with no contributing factor in the employment situation and drinking is not permitted or condoned by the employer, the claim is denied because the injury is not one that arises out of and occurs in the course of employment. This may apply in a case where a worker who is intoxicated, loses balance then falls to a normal flat surface and sustains an injury.

If, however, there was a contributing employment factor, the claim may be compensable. For example, a worker in a meat packing plant has several drinks at lunch time, returns to work, and catches his hand in a meat slicer. Although the worker had been drinking, he had returned to his employment duties and was injured while performing those duties, and was in the course of employment (the WCB would, however, still need to consider whether the accident was primarily due to intoxication, in which case the provisions of serious and wilful misconduct may apply - see Application 6, Serious and Wilful Misconduct).

When drugs or alcohol are involved, the WCB will review medical evidence, including accepted medical opinion, to determine if the intoxicated state is of a sufficient degree to remove the worker from the course of employment.

**8. *When is this policy
application effective?***

This policy application (Application 5 – Removing Oneself from the Course of Employment) is effective February 15, 1997 except when noted otherwise in a specific policy section(s).

ARCHIVE

ARCHIVE

**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: 6 - SERIOUS AND WILFUL MISCONDUCT

1. *What are the implications of serious and wilful misconduct?* An injury caused primarily by serious and wilful misconduct while in the course of employment will not be covered, unless it results in serious disability or death.

2. *What constitutes serious and wilful misconduct?* Misconduct is considered to be serious and wilful if it is a deliberate and intentional act that demonstrates a complete disregard for safety or consequences. A deliberate violation of an enforced safety rule or law that is well known to the worker, will generally be held as serious and wilful misconduct.

3. *What are some indicators that an injury may be a result of serious and wilful misconduct?* If it is determined that the worker was injured in the course of employment, the following factors may help to determine if serious and wilful misconduct contributed to the accident:
 - Has the worker deliberately violated an enforced order or law ?
 - Are the actions at the time of the accident deliberate and intentional with a complete disregard for probable consequences?
 - Are the consequences reasonably predictable by the worker?
 - Has the employer permitted that type of activity or behavior at the work place?

The above list is a reference guide and is not intended to be all-inclusive.

4. *When is this policy application effective?* This policy application (Application 6 – Serious and Wilful Misconduct) is effective February 15, 1997 except when noted otherwise in a specific policy section(s).

ARCHIVE

**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: 6 - SERIOUS AND WILFUL MISCONDUCT

ARCHIVE