

**Alberta WCB
Policies &
Information**

Chapter:

WORK-RELATEDNESS

Subject:

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

Authorization:

BoD Resolution 2023/03/10

Date:

June 20, 2023

APPLICATION 2: EMPLOYMENT HAZARDS, TIME, AND PLACE

Determining compensability: time, place, and hazard

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Agreement between employer and worker (continued)

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

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

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

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

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

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

Place

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

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

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

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

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*Place consistent with work
(continued)*

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

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

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

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

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

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

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

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

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

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

Coverage is therefore extended to include:

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

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

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Safe entry/exit (continued)

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

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

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

Time

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

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

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

Coverage may extend outside normal working hours:

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

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*Time consistent with
employment (continued)*

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

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

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

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

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

9. *Is the worker covered during breaks?*

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

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

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

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Breaks (continued)

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

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

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

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

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

Employment hazard

10. *What is an employment hazard?*

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

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

The hazard may be:

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

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*Employment hazard
(continued)*

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

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

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

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

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

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

Environmental hazards

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

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Positional risk (continued)

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

Infectious diseases

In the case of infectious diseases, coverage is not extended unless the worker's employment requires sufficient exposure to the source of infection. In these situations, the nature of employment must be shown to be the cause of the condition or to have created an increased risk of exposure for the worker (see Policy 03-01, Part II, Application 3, Question 4).

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

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

Personal relationships

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

Aggravation of a pre-existing condition

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

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Personal risks and conditions (continued)

For more information on personal hazards, see Question 13.

For epileptic seizures, see Question 19 below.

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

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

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

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

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

For additional criteria for designated workspaces, see Question 14.

Designated workspace (such as working from home)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employer-provided residential and eating facilities

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

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

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Employer-provided eating facilities (continued)

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

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

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

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

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

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

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

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*Employer-provided
residential facilities
(continued)*

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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*Fainting / collapsing
(continued)*

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

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

21. *When is this policy application effective?*

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

Previous versions

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

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