BEST APPROACHES

A Guide to Continuous Improvement in Adjudication

WSIB ONTARIO CSPAAT

Decision Writing

Purpose
As an organization we are always trying to improve injured worker/employer satisfaction. An effective decision letter is one that speaks for itself and it should contain enough detail that the reasons for the conclusion are easily understood. The information contained in this document will serve as a refresher in the art of decision letter writing.

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What is a Decision

At the WSIB, all adverse decisions must be provided verbally and in writing. Decisions are made as referenced in policy 11-01-02 to:

- determine a worker's entitlement to benefits
- determine classification and premium calculation issues and
- communicate decisions to relevant parties

Decision Letter Format – Overview

An effective decision is one that speaks for itself. It should contain enough information so that the reasons for the conclusion are easily understood.

The following is the suggested format for decision letters. The numbered points are listed to help guide the organization of the information, but are not included in the actual letter.

Should there be multiple issues, the use of appropriate headings and subheadings is very helpful.

1. What is the issue being decided?

2. What are the entitlement rules that apply to the issue (for example, relevant policy or legislative requirements)?

3. What information has been considered?
   - Outline facts that affect the decision in sequential order
   - Outline how the information was weighed to reach the decision

4. Decision
   - State outcome (example – claim cannot be allowed, benefits to cease)
   - Neutral closing (provide the opportunity to seek clarification)
   - Objection paragraph with time limits
   - Copy all relevant parties

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1. **WHAT IS THE ISSUE BEING DECIDED?**
   - **Neutral opening identifying what the issue is**
   - **Remember, your opening sentence tells the reader why you are writing the letter in the first place.**

In most cases a letter is a follow up to a telephone conversation in which the decision was already explained. The only exception would be a situation where the affected party could not be reached in a reasonable time frame, so the letter needed to be sent without a telephone call preceding it.

2. **WHAT ARE THE ENTITLEMENT RULES THAT APPLY TO THE ISSUE**
   - **Criteria, Rules, or Standard**
   - **Criteria paragraph(s), policy and/or law explained in plain language**
   - **This portion of the letter tells the reader what criteria must be met, and what the facts of the case will be compared to.**

What is the policy and/or law that governs this issue? This should be expressed in plain language, either by using our existing criteria paragraph(s) or by explaining our policy or legislation in a way that can be understood by the reader. This may mean a direct quote that is then paraphrased. In some cases, the policy or legislation is self-explanatory, and no further clarification is needed.

It is sometimes helpful to link the criteria, or the rules, to the facts of the case by a sentence such as – *To make a decision; I must evaluate the facts of the case relative to the criteria for approving a claim.*

A statement of the related policy or law follows this, with the next section of the letter dealing with the background and facts of the case.

Examples of Neutral Openings:

To Employer –

This letter confirms what we discussed today on the telephone regarding Mr. Lock's claim for Workplace Safety and Insurance (WSI) benefits related to a back injury of May 20, 2004.

To Worker –

This letter is a summary of what we talked about on June 12, regarding your claim for Workplace Safety and Insurance (WSI) benefits which you are relating to an onset of back pain that happened on May 12, 2005.

This is a reply to your May 19 letter in which you asked the following questions:
1.
2.

3. **WHAT WAS CONSIDERED**
   - **Facts considered and/or relevant information that affect the decision in sequential order**
   - **All major arguments forwarded by the objecting party are addressed**
   - **Explain how the information was weighed to reach a conclusion – example, if benefit of doubt was extended to the worker, what does that mean, and why was it extended to the worker, and not the employer?**
   - **This section of the letter is a recital of the facts of the case, and what information you gathered in order to make your decision.**
   - **Use subheadings in complex letters with multiple issues**

4. DECISION

- **List outcome (example – claim cannot be allowed, benefits to cease)**
- **Neutral closing (provide the opportunity to seek clarification)**
- **Objection paragraph with time limits**
- **Copy all relevant parties**

The outcome is the result of the facts considered and weighed in section three. In this case, the decision is --- *I will be allowing (Mr. Lock's) claim for benefits and health care treatment as I am satisfied there is proof that the accident occurred as reported.*

If denying or limiting entitlement the decision should be conveyed without using the word "deny". Examples include:

- *I am unable to establish proof that the accident happened as you have outlined*
- *I am unable to allow your claim for benefits because the accident happened while you were running a personal errand not related to your work.*

If there are gaps in the available information, identify what is missing, and how, if provided, the information might lead to a different conclusion and possible reconsideration.

The neutral closing would include statements such as:

If you do not understand the reasons for the decision, or if you do not agree with the conclusions reached, please call me. I would be pleased to discuss your concerns.

This is a standard part of the objection paragraphs, and gives the reader the invitation to call and discuss further.

The final part of the letter is the rest of the standard objection paragraphs.

Example:

Mr. Lock felt an onset of back pain at approximately 3:30 p.m. on Friday, May 20, 2004, while lifting a box of paper weighing about 35 pounds. He did not think it was significant at that time, and so did not think it was necessary to tell anyone about it. Mr. Lock's hours of work are 7:30 am to 3:30 p.m., which means that his injury happened just before the end of his normal working shift, and he presumed the pain would resolve once he got home and relaxed.

Instead, Mr. Lock began to feel increasing back pain over the weekend, and as a result, he saw a doctor at a neighborhood walk-in clinic on Saturday afternoon. I have obtained a copy of the medical report of this visit, and it confirms that Mr. Lock reported the same accident history to the doctor as to you.

Mr. Lock also stated that lifting boxes of paper is not part of his normal duties. I have confirmed with you that he does not normally have to unload the delivery, but you were short staffed on the day in question, and he was helping out.

You have expressed concern about the fact that Mr. Lock did not tell you about a work injury until the Tuesday following the incident, when he came in to the office to complete an accident report. I spoke to Mr. Lock about this. He indicated that he had a pre-scheduled specialist appointment for a non work-related issue on Monday, May 23, 2004, for which he used a pre-arranged vacation day. You have subsequently verified that there was a pre-arranged vacation day.

I have considered your concerns regarding Mr. Lock's claim.

Mr. Jones, I feel the delay in reporting was reasonable and not excessive, considering the injury happened just before the weekend. Mr. Lock saw a doctor only one day following the accident and the description of the injury was consistent. He reported his accident as soon as he was able to, following his prescheduled vacation day.

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Language

Whenever possible, the language used in a decision should be simple and easily understood by the reader. Use of jargon, acronyms and technical terms should be avoided, where possible. If this is not possible, an explanation or definition of the term or acronym should be included in the decision.

Clichés

A cliché is an unoriginal and trite or overused phrase or opinion. Clichés should be avoided. Some examples include: *As per your request; Attached please find; Please find enclosed; The undersigned; Thanking you in advance; At your earliest convenience*

Jargon

Jargon is made up of the technical words or phrases used in connection with a particular trade or profession. The use of jargon makes your writing difficult to understand for those outside your profession.

There are many terms common in our conversation at the WSIB that should not be included in our letters. Following is a list of some examples with suggested alternatives:

Term	Alternative
Seek medical attention	*Go to the doctor*
Compensable or Non compensable	*Work related or non- work related*
Compatible	*Relates to, caused by*
Continuity of complaint	*Ongoing problems*
Employer cannot accommodate	*Employer has no work to fit your abilities*
Escalated earnings	*Plus cost of living increases*
Exacerbation	*Flare up, worse*
Layoff, Laid off work	*Stopped work, no return to work*
Modified work	*Work within your abilities*
Remuneration	*Pay, salary*
Restore pre-accident Earnings	*Earn what you did when you were injured, or the same as your regular job*

The person to whom you are writing the letter does not work for the WSIB. If you use an acronym, it must be written out in full in the decision

Tone

Where possible, letters should be written using plain language, and in a conversational tone. The reader needs to know that the person writing the letter is the one responsible for the decision. The reader needs to be reassured that the writer has thought through the options and also weighed the evidence.

Using the first person shows that you have accepted the responsibility that comes with the authority to make decisions. Letters written in the third person lack warmth and responsibility. This style can put a barrier between the writer and the reader. Write, "I have decided", not "The decision of the WSIB".

Summary

As an adjudicator, you put a lot of thought into the decisions you make. Make sure that is conveyed in your letters.

The decision letter needs to outline the issue, criteria used in making the decision, the situation and facts of the case, how you weighed those facts and your conclusion. It is a good habit to write your letter directly from the decision memo because it is efficient time wise and it ensures no important points are missed and that the letter captures the same information used in the actual decision making.

Put yourself in the place of the reader. If you did not have access to any information other than what is contained in the letter, would you understand the reason for the decision? If so, you have done your job. If not, see what you can do to make it clearer.

An excellent resource can be found on CONNEX. It is called *Seven Key Elements and Recommendations for Creating High Quality Documents.*

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Decision Writing Checklist

Before sending it out….
Ensure you have created high quality correspondence by reviewing your letter with this checklist. Proofread a hard copy before signing.

Structure / Format:

☐	Presents main issue in first sentence
☐	Presents information sequentially
☐	Uses appropriate criteria paragraphs or legislation/policy
☐	States supporting rationale clearly with various options explained
☐	States decision clearly
☐	Includes specific time limited date in appeals/objection paragraph
☐	Uses headings and subheadings for multiple issues
☐	Uses itemized list – for example, numbered or bulleted
☐	Uses appropriate examples to clarify issue(s)

Language/Spelling:

☐	Uses simple, familiar, appropriate alternative word(s)
☐	Avoids overusing word(s)
☐	Abbreviations preceded by full phrase – for example, return to work (RTW)
☐	Uses correct spelling without typographical error(s)
☐	Avoids Workplace Safety and Insurance Board (WSIB) jargon

Grammar:

☐	Uses clear sentence structure
☐	Ensures subject and verb agreement
☐	Uses correct verb tense
☐	Uses consistent verb tense, where possible
☐	Uses appropriate punctuation

Tone:

☐	Uses conversational, yet professional tone
☐	Attempts to communicate message in a positive manner – for example, focusing on what you can do, clearly outlining if there is additional information needed or if there is something else the reader can do to alter the decision.
☐	Uses active voice – for example, "I reviewed" versus "a review was done by myself"
☐	Written in first person – for example, I have decided

Confidentiality:

☐	Considers confidentiality / *The Freedom of Information and Protection of Privacy Act* (FIPPA) rules – Always call up a new, blank template; do not type over an old letter

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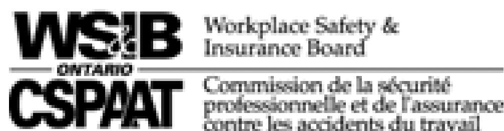
(A) Sample Decision Letter to Employer



200 Front Street West
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1-800-387-0750
Fax: (416) 344-4684
TTY: 1-800-387-0050

200, rue Front Ouest
Toronto ON M5V 3J1

(416) 344-1000
1-800-387-0750
Télécopieur: (416) 344-4684
ATS: 1-800-387-0050

Date

MR (FIRST NAME) JONES
BROWN'S SUPPLIES
789 SOMEWHERE ST
TOWNSVILLE ON 4D5 36F

LOCK, First Name
Claim 12345678

When writing the WSIB please quote the above file number.

Indiquez le numéro de dossier dans toute correspondance avec la CSPAAT.

Dear Mr. Jones:

As we discussed today on the telephone, you have concerns about the allowance of Mr. Lock's claim because of the delay in reporting the accident to you. You also indicated that if the claim were allowed, you would be objecting to the payment of any lost time benefits because Mr. Lock's pre-accident job was within his functional abilities.

ISSUE ONE – INITIAL ENTITLEMENT

CRITERIA

Workers get loss of earnings (LOE) benefits and payment of health care expenses under the following conditions:

- when injured in an accident that happens when doing assigned work duties
- while performing a reasonable act within the scope of their job.

As an adjudicator, it is my job to decide if there is enough proof, that the accident or disablement happened as reported and, if there is, to pay benefits.

FACTS OF THE CASE

Mr. Lock felt an onset of back pain at approximately 3:30 p.m. on Friday, May 20, 2004, while lifting a box of paper weighing about 35 pounds. He did not think it was significant at that time, and so did not think it was necessary to tell anyone about it. Mr. Lock's hours of work are 7:30 am to 3:30 p.m., which means that his injury happened just before the end of his normal working shift, and he presumed the pain would resolve once he got home and relaxed.

Instead, Mr. Lock began to feel increasing back pain over the weekend, and as a result, he saw a doctor at a neighborhood walk-in clinic on Saturday afternoon. I have obtained a copy of the medical report of this visit, and it confirms that Mr. Lock reported the same accident history to the doctor as to you.
Mr. Lock also stated that lifting boxes of paper is not part of his normal duties. I have confirmed with you that he does not normally have to unload the delivery.

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You have expressed concern about the fact that Mr. Lock did not tell you about a work injury until the Tuesday following the incident, when he came in to the office to complete an accident report. I spoke to Mr. Lock about this. He indicated that he had a pre-scheduled specialist appointment for a non work-related issue on Monday, May 23, 2004, for which he used a pre-arranged vacation day. You have subsequently verified that there was a pre-arranged vacation day.

I have considered your concerns regarding Mr. Lock's claim.

Mr. Jones, I feel the delay in reporting was reasonable and not excessive, considering the injury happened just before the weekend. Mr. Lock saw a doctor only one day following the accident and the description of the injury was consistent. He reported his accident as soon as he was able to, following his prescheduled vacation day. In addition the nature of the worker's injury is consistent with the accident history.

DECISION

I have allowed Mr. Lock's claim for benefits and health care treatment as I am satisfied there is proof that the accident occurred as reported.

ISSUE TWO – PAYMENT OF LOSS OF EARNINGS BENEFITS

In our conversation, you said that if Mr. Lock's claim was allowed, no loss of earnings benefits should be paid, because the medical information clearly showed that he could have done his pre-accident job.

CRITERIA

Section 43 of the *Workplace Safety and Insurance Act (*the *Act)* states that a worker who has a loss of earnings as a result of an injury is entitled to payments beginning when the loss of earnings begins. The payments continue until the earliest of:
(1) the day on which the worker's loss of earnings ceases,
(2) there is no longer an impairment, or,
(3) an age requirement (usually age 65) is met.

FACTS OF THE CASE

When Mr. Lock came into work on Tuesday, May 24, 2004, to fill in an accident report, he brought in a medical note authorizing him to be off work until Monday, May 30, 2004. The note did not say what medical precautions Mr. Lock had. You gave him a Functional Abilities Form (FAF) to have completed and returned as soon as possible. Mr. Lock contacted his doctor, and the earliest appointment available was on Wednesday afternoon. The doctor saw Mr. Lock and completed the form that afternoon. Mr. Lock brought it to you first thing on Thursday morning. The only physical precautions listed were no lifting over 25 pounds, and no prolonged standing or sitting.

As Mr. Lock's job does not normally involve any of these activities, you told him to return to work right away.

Mr. Lock is in agreement that his job is within the precautions listed on the FAF. However, he chose to remain off for the rest of the week, to make sure the problem did not recur.

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I have reviewed all of the information available, and am satisfied that Mr. Lock could have resumed his regular duties as of Thursday, May 26, 2004. While he might have been able to do his job sooner, we cannot really establish that for a fact. When his doctor examined him on Saturday, he was told to rest until May 30, 2004, and no functional abilities information was provided.

Your position is that Mr. Lock should have questioned his doctor about doing light duties when he saw him on Saturday, or at the very least, asked if he could do his pre-accident job, noting that it is not very physical. On the other hand, Mr. Lock's doctor told him to rest for a week, and he says it did not occur to him to question the medical opinion. When you gave Mr. Lock the FAF he had it completed in a timely manner.

DECISION

I have decided to pay Mr. Lock loss of earnings benefits until Thursday, May 26, 2004. Based on the information on the FAF, Mr. Lock could have returned to work on that date, and chose to do otherwise. His medical status prior to that date remains unclear.

FURTHER ACTION AND APPEALS INFORMATION

If you have any additional information that you would like me to consider, please let me know as soon as possible.

If you do not understand the reasons for the decision, or if you do not agree with the conclusions reached, please call me. I would be pleased to discuss your concerns.

I also wish to inform you that the *Workplace Safety and Insurance Act* (the *Act*) imposes time limits on appeals. If you plan to appeal the decision, the *Act* requires that you notify me in writing by (insert six-month deadline date).

Yours sincerely,

Adjudicator's Name
Adjudicator
Service Delivery Division

Phone Number

Copy: Mr. Lock
Representative, if applicable

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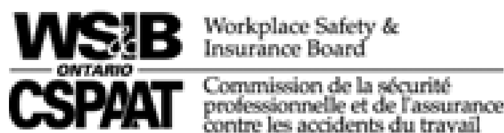
(B) Sample Decision Letter to Worker



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Fax: (416) 344-4684
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200, rue Front Ouest
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(416) 344-1000
1-800-387-0750
Télécopieur: (416) 344-4684
ATS: 1-800-387-0050

Date

MR (FIRST NAME) LOCK
123 MAIN STREET
SOMEWHERE ON 1A2 B3C

LOCK, First Name
Claim 12345678

When writing the WSIB please quote the above file number.

Indiquez le numéro de dossier dans toute correspondance avec la CSPAAT.

Dear Mr. Lock:

This letter confirms our telephone conversation about the payment of loss of earnings benefits to you for the period from May 23, 2004 to May 27, 2004 inclusive. This represents the period of time that you were away from work related to your accident of May 20, 2004.

Section 43 of the *Workplace Safety and Insurance Act* (the *Act*) states that a worker who has a loss of earnings as a result of an injury is entitled to payments beginning when the loss of earnings begins. The payments continue until the earliest of:

(1) the day on which the worker's loss of earnings ceases,
(2) there is no longer an impairment, or,
(3) an age requirement (usually age 65) is met.

You injured your back at work on Friday afternoon, May 20, 2004. You saw your doctor on Saturday, May 21, 2004, and you were given a note authorizing you to be off work until Monday, May 30, 2004. In the meantime, you were to rest your back.

You went in to your workplace on Tuesday, May 24, 2004, reported your accident, and provided your employer with your medical note. At that time you were given a Functional Abilities Form (FAF) to take to your doctor. The purpose of this form was to find out what your precautions were. This information would be used to help find out if any work was available that you could do without re-injuring yourself.

You went to see your doctor on Wednesday afternoon, this being the first available appointment. He completed the form, listing your only precautions as being no lifting over 25 pounds and no prolonged standing or sitting. You took this in to your employer first thing Thursday morning. As your usual job does not involve lifting over this amount, or prolonged standing or sitting, you were told to report to regular duties right away.

Despite the information from your doctor indicating that your pre-accident job was within your functional abilities, you decided to take the remainder of the week off work. You felt that you wanted to give your back more time to heal, and were not convinced that being at work would not cause you any harm. You did agree that your pre-accident job was not outside your medical precautions, but still wanted to take the extra time off work.

There is no evidence to suggest that the loss of earnings you experienced on May 26, 2004, and May 27, 2004 was caused by your injury. Instead, it was based on our own personal decision to take the time off work. Therefore, I have decided to pay loss of earnings benefits from May 23, 2004, to May 25, 2004, inclusive, and exclude payment for May 26, 2004, and May 27, 2004.

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If you have any further information that you would like me to consider, please call me so we can talk about it.

If you do not understand the reasons for the decision, or if you do not agree with the conclusions reached, please call me. I would be pleased to discuss your concerns.

I also wish to inform you that the *Workplace Safety and Insurance Act* (the *Act*) imposes time limits on appeals. If you plan to appeal the decision, the *Act* requires that you notify me in writing by (insert six-month deadline date).

Yours sincerely,

Adjudicator's Name
Adjudicator
Service Delivery Division

Phone number

Copy: Brown's Supplies
Employer Representative, if applicable

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