American Arbitration Association

Arbitrator's Opinion & Award

Joseph M. Daly, Arbitrator

In the matter of the arbitration between

I.A.F.F. Local 863

-and-

City of Newton, Massachusetts

American Arbitration Association No. 11390 00247 09
Grievance regarding Firefighter Aaron MacGovern
October 29, 2009

BACKGROUND

A hearing on this grievance was held on June 10, 2009 in Newton, Massachusetts. Paul T. Hynes, Esq., represented the Union, and Joseph P. McConnell, Esq., represented the City of Newton. At the hearing, both Parties were afforded the opportunity to present and cross-examine witnesses and to present documentary evidence. After the hearing both Parties filed written briefs that were received by the arbitrator on or about September 15th, 2009, at which time the hearing was declared closed.

ISSUE

The Parties could not agree upon the wording of the issue to be resolved by this arbitration.

The Union proposed that the issue be phrased as follows:

"Did the City violate the collective bargaining agreement in its handling and processing of Firefighter MacGovern's injured leave claim on or about December 19th, 2008? If so, what shall be the remedy?

The City proposed that the issue be phrased as follows:

"Did the City violate the collective bargaining agreement as modified by the Altman Award by taking the actions that it is alleged to have taken in the grievance? If so, what shall be the remedy?"

The Parties agreed to permit the arbitrator to describe the issue based on the evidence presented at the hearing and the arguments set out in their post hearing briefs. Having reviewed the record evidence and the arguments advanced by the Parties, the issue in dispute is best stated as follows:

Did the City violate the provisions of the collective bargaining agreement, as modified by the Altman Interest Arbitration Award, by the manner in which it initially responded to Firefighter MacGovern's injury on December 19th, 2008 and in its handling of Firefighter MacGovern's subsequent claim for Injured on Duty pay? If so, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The Parties' collective bargaining agreement contains the following provisions which bear on this grievance.

Note: the language that is underlined is contract language which became effective by operation of an interest arbitration award issued by Arbitrator Gary Altman. The Parties had been unable to reach agreement on the provisions of a successor contract to their 2000-2003 collective bargaining agreement; accordingly, they petitioned the State's Joint Labor Management Committee to exercise its jurisdiction and to provide Interest Arbitration to settle their contract. The JLMC exercised jurisdiction, appointed Mr. Altman as the neutral arbitrator, and his Award was issued on August 5, 2008.

ARTICLE IV B
INJURED LEAVE-LIMITED DUTY/LIMIT ON ANNUAL COMPENSATION

4B.01. Injured Employees-Whenever a firefighter is incapacitated for duty because of injury sustained in the performance of his duty without fault of his own…he shall be granted leave without loss of compensation or benefits in accordance with present practice for the period of such incapacity; provided that no such leave shall be granted for… any period after the City Physician determines that such incapacity no longer exists…

4B.04. When a firefighter is incapacitated for duty because of injuries sustained in the performance of his duty without fault of his own, he shall promptly notify the Chief or such person as the Chief shall designate and shall be provided or shall seek appropriate medical attention pursuant to the following:

In the event of severe injury requiring immediate, emergency medical attention, the employee shall be transported to an appropriately credentialed emergency medical facility, considering the nature of the injury;

If the injury is not of a severity requiring such immediate emergency medical attention, the employee can elect to go to Health at Work, located at Children's Hospital of Waltham, 9 Hope Avenue, Waltham, MA or to the employee's health care provider. If the employee goes to his health care provider he or she shall report this to the injured employee's immediate on duty officer/senior man

The injured employee's immediate on duty officer /senior man shall investigate the cause of injury and shall submit a report, including witness statement, if available to the Chief of Department; the injured employee, when able to do so, shall submit a written report to the Chief of Department detailing exactly how the injury occurred;

If the fire employee is unable to report back to duty, he/she will notify the on-duty deputy chief who shall record the employee as "sick" on the daily lineup, pending determination of eligibility for injury status. Disputes over whether an employee is eligible for injury leave shall be handled in an expedited manner.

Prior to returning to full duty, the employee must submit medical documentation to the City Physician. If the City's Physician disagrees with the employee's medical provider that the firefighter can return to full duty, the dispute resolution process set forth in Section 4B.05 shall be followed.

FACTUAL BACKGROUND

The facts of this matter are largely undisputed. This matter concerns contractual rights and obligations that are invoked when a firefighter is injured in the performance of his duties.

Aaron MacGovern, the named grievant here, is a Firefighter employed by the City of Newton Fire Department. He has been so employed for approximately four years. On December 19th, 2008, he was returning from a call in a fire truck (Engine 10) at approximately 9:15 a.m. or 9:30 a.m. MacGovern was seated in a jump seat behind the driver, who was Firefighter Hiett. Lt. Richard Toli, the officer on Engine 10, was seated in front beside Hiett.

Hiett, at the direction of Lt. Toli, drove Engine 10 on Woodward Street en route to re-fuel before returning to the Fire Station. Hiett drove the truck slowly over a speed bump (MacGovern estimated 5 mph in his testimony). MacGovern testified that as the truck went over the speed bump, he was thrown upwards, hitting his head on the ceiling of the truck, causing neck pain ("…my neck was killing me…" (Testimony, MacGovern)) and what was ultimately diagnosed-both by MacGovern's personal physician as well as the City's doctors-as a concussion and cervical neck strain.

After Engine 10 went over the speed bump, the windshield cracked and a compartment in the ceiling opened, causing electrical wiring to fall out of the ceiling in front of Lt. Toli. As Toli and Hiett were assessing damage to the truck, MacGovern informed Lt. Toli that his neck was hurting, and that he had become dazed as a result of his head hitting the ceiling of the truck. Toli instructed Hiett to drive the fire truck to Engine 7 to have the damage assessed by the City's mechanics, and instructed MacGovern to seek medical attention if his neck still hurt. While at Engine 7, MacGovern filled out an injury report and called his physician, Dr. John Hackett, who scheduled an appointment for MacGovern at noon. Lt. Toli contacted headquarters to report the damage to the fire truck and the injury to MacGovern. Toli informed Deputy Chief Chagnon that MacGovern was scheduled to see his doctor at noon. Within a few minutes, Lt. Leone, the

Communications officer called Toli back and informed Toli that MacGovern should go see the "City Doctor" before he went to see his own physician. Toli, who is part of the Union bargaining committee and the grievance officer, questioned this, and suggested to Lt. Leone that MacGovern has a right to go to see his own doctor. According to Lt. Toli's testimony at this hearing,

> "…I was still on the phone with Lt. Leone, and I said to him, are you..I go, he's already made an appointment with his own doctor, he's going to see his own doctor at noon. And Lt. Leone goes, I'm just doing what I'm told, it's City policy, he has to see the City Doctor first. And I said, are you ordering me to order him to see the City Doctor? And he said 'hold on a minute' and he put me on hold. He then got back on the line 30 seconds later…and said 'Assistant Chief Proia said City policy is that Firefighter MacGovern go see the city Doctor right now'. (Testimony, Toli, Tr. P.110)

Lt. Toli relayed to MacGovern the order that he was to see the City physician at Health at Work. MacGovern arrived at the facility at approximately 10:45. After an hour's wait, a nurse took his vital signs. MacGovern informed the nurse that he had an appointment with his personal physician, whose office was 50 feet down the hall in the same building. The nurse asked if he wanted to be treated by his own physician instead of the on-duty physician at Health at Work, MacGovern replied that he did, and left to keep his appointment with Dr. Hackett.

Dr. Hackett examined MacGovern and wrote up a note which he gave to MacGovern, which MacGovern immediately faxed to fire Headquarters. The note recites the cause of the injury, results of physical exam, and medications prescribed. It further states:

> "Assessment and Plan: Concussion, post concussion symptoms with cervical strain. Number for physical therapy if needed. He may need to follow up with occupational health…x-rays will be done today…keep out of work throughout the weekend until neurologically no further dizziness".

The following Monday morning, December 22, MacGovern went to Headquarters with a copy of Dr. Hackett's note, his own injury report, a witness statement signed by Firefighter Hiett, and an Officer's report filled out by Lt. Toli. He gave these reports (Joint Exhibit 8) to Karen Valente, who is the Department's Head Payroll Clerk. Ms Valente has been so employed for many years, and she assists the Chief in the gathering and collection of injury reports and witness and officer statements submitted with claims for Injured on Duty Pay.

According to MacGovern's testimony, Ms. Valente told him that his papers were "insufficient" and set up an appointment with him to go to Health at Work the next day. Ms. Valente testified that she had no specific recollection of MacGovern coming to see her on December 22nd, but she acknowledged that:

> "I would have asked him if he had an appointment for Health at Work. It's general practice that they do go to Health at Work…they have to see a doctor, a physician at Health at Work…it's always been practice that they see Health at Work…" (Tr., p 157)

MacGovern went to Health at Work the following day to keep the appointment set up by Ms. Valente. He was seen by a Dr. Zarghamee who diagnosed an injury to MacGovern's neck muscles and informed MacGovern that he should stay out of work for another week, and return to the Health at Work on December 29th. On December 29th, MacGovern returned and was seen by Dr. Christine Robb, who diagnosed continued neck strain and mild concussion, continued medications, and told MacGovern to stay out of work another week, and to return to the facility on the following Monday, January 5th, to see Dr. Hashimoto.

In the interim between December 29th and January 5th MacGovern did not get a paycheck, having run out of paid sick leave. He called Ms. Valente, who informed him that no decision had yet been made on his IOD claim, and that the Department has six months to make such determinations. With his rent due January 1 and no funds, MacGovern testified that he had to seek financial assistance from his parents. When he returned to keep his appointment with Dr. Hashimoto on January 5th, he informed the Doctor that his neck was still hurting, but that he was not getting paid, and would like to return to work, and asked for a note clearing him to return to work. Dr. Hashimoto said "It's going to hurt, but you should be able to return to work" (Testimony, MacGovern, Tr. P. 62) Thereupon, Hashimoto wrote a note (JX 6) indicating that MacGovern could return to work "without restrictions".

The evidence is clear, and there is no dispute, that, other than his conversations with Ms. Valente while he was out of work, no one from the Newton Fire Department ever contacted MacGovern to speak to him or to ask any questions about his claim for injured on duty pay. The record is also clear that as of the day of the hearing in this matter, (June of 2009) MacGovern had received neither injury pay nor any correspondence or communication from the Chief or the Fire Department that his claim had been either approved or denied.

Chief LaCroix testified that he had questions about whether or not MacGovern was wearing a seat belt, and whether the fire engine may have been speeding when it went over the speed bump. However, the Chief acknowledged that he did not make a decision on MacGovern's request for injury pay, and also acknowledged that he did not talk to MacGovern, nor did he direct his deputies to do so. The Chief testified that he believed he had six months to make a decision on a claim for injured on duty pay.

The Union filed the instant grievance on December 29, 2008. It reads as follows:

> "The Employer has violated, and continues to violate Article IVB and other contract provisions of the collective bargaining agreement by still administering an Injured on Duty policy reflecting Employer's JLMC proposal, in violation of the JLMC Award, by the following counts:
>
> 1. By having the Communications Officer, on or about December 19, 2008 tell Firefighter Aaron MacGovern that he must report to Health at Work first, before seeing his own physician, because it is City policy.
>
> 2. By the Communications Officer, on or about December 19th, 2008, stating if there is no physician on duty at Health at Work, Firefighter MacGovern must go to Urgent Care Emergency Room in Waltham first, before seeing his own physician, because it is City policy.

3. Upon firefighter MacGovern presenting injury reports, after faxing over medical documentation from his own physician, for determination of eligibility for injury leave, he was instructed by the payroll clerk that he must see the City Doctor.

4. By the Payroll Clerk instructing Firefighter MacGovern to report for an appointment at Urgent Care in Waltham due to the unavailability of the City Doctor.

Remedy includes but is not limited to a cease and desist of the City's IOD policy to include a comprehensive, make whole remedy as deemed by the arbitrator.

Date: 12-29-08
Richard V. Toli
Association Representative

The grievance progressed through the Parties' contractual grievance procedure without resolution to this final stage of arbitration.

POSITIONS OF THE PARTIES

THE UNION

The Union contends that Firefighter MacGovern was injured in the line of duty, through no fault of his own, and that the City "ignored the clear language of the Altman Award and continued on with the practice of delaying the processing of such claims in an arbitrary fashion."[1]

The Union argues that the Chief's failure to make any decision on MacGovern's request for IOD pay violates the Agreement, as it was amended by the Altman Award. Specifically, the Union points to the language (see "Relevant Contract Language" at page 4 of this Award) which states that "Disputes over whether an employee is eligible for injury leave shall be handled in an expedited manner":

> "Nothing about the Chief's handling of this dispute was done in an expedited manner as at the time of arbitration the Chief had yet to rule on Firefighter MacGovern's request for injured on duty benefits…even by the Chief's own definition of "expedited" Firefighter MacGovern's request was wrongfully handled…In fact nothing about this process comported with any part of the Altman Award from the moment the department was advised of the injury…to the present day as the Chief has failed to act on the request".[2]

[1] Post hearing brief of the Union, page 8.
[2] Post hearing brief of the Union, pages 9-10.

As to the Chief's concerns about speeding and whether MacGovern was wearing a seat belt, the Union contends that Firefighter Hiett was the driver of the vehicle, thus even if the vehicle were speeding it could not have been the fault of MacGovern. As for the seat belt the Union notes that

> "The non-use of a seat belt by a firefighter is not an act that would disqualify a firefighter from receiving benefits (citing authority)…(and) nonetheless, the City did not introduce any evidence to suggest that the lack of using a seatbelt was a per se disqualifier…occupants of public safety vehicles-such as Engine 10- are not subject to the seat belt law (citing a published Opinion of the Attorney General)"[3]

The Union next argues that the order to MacGovern to go to Health at Work before he went to his own physician constitutes a violation of the Altman Award and a "disregard of the rights" of Firefighter MacGovern. Further, that even though the Altman Award had been issued before MacGovern's injury, and that the Chief had reviewed same with his deputies:

> "…the City continued to employ the old method of requiring employees to see the City physician. The Chief acknowledged that the employees have now been extended an option (to see their own physician) but has yet to send out a memo to his command staff to direct that the option be granted. That failure led to Firefighter MacGovern's rights being denied…"[4]

Accordingly, the Union requests the following remedy:

1. a declaration that the process used to evaluate the injured on duty claim of Firefighter MacGovern is a violation of the Agreement;
2. a declaration that MacGovern's application for IOD be approved;
3. an interpretation of the contract language be made that requires an expedited review of all injured on duty claims;
4. that the City be prohibited from forcing firefighters from being examined by the city's physician.

<u>THE CITY</u>

The City argues that the grievance should be denied and dismissed. In support of this argument, the City contends that has already acknowledged that Firefighter MacGovern should not have been directed to see a physician at Health at Work instead of his own physician on the day of the injury. Accordingly, the City contends that such was a *de minimis* violation of the Agreement,

> "…especially where Firefighter MacGovern was not in fact compelled to see a City Physician on December 19th, when the Health at Work nurse permitted him to be seen by only his personal physician that day"[5].

[3] Post hearing brief of the Union, page 10.
[4] Post hearing brief of the Union, page 11.
[5] Post hearing brief of the City, page 11.

Additionally, the City argues that there is nothing in the Altman Award, or the parties' bargaining history leading to same, that prohibits the City from requiring employees to be examined by a City Physician to determine either the work relatedness of the injury or whether the employee is fit to return to work:

> "As the record in this matter establishes, there are three junctures or stages related to workplace injury where the firefighter claiming the injury could be examined by a doctor. (1)On the day that the injury occurs, (2) during the process of determining whether the injury is work-related, (3) in determining whether the firefighter is fit to return to work".[6]

In this regard, the City again concedes that MacGovern should not have been directed to see a City Physician on December 19th, the day that MacGovern suffered his injury. However, the City maintains that nothing in the Altman Award was:

> "…intended to eviscerate the long-standing practice that the City Physician can examine a firefighter during the two other stages or junctures-either to (1) determine the work-relatedness of an injury (i.e., approve the grant of injury pay) or (2) to determine if the employee is fit to return to duty as a firefighter. There is nothing in the language of the Altman Award or the bargaining history related to this provision to suggest that the Altman Award should be given such a sweeping meaning."[7]

Accordingly, the City argues that MacGovern's visits to Health at Work doctors *after* December 19th were consistent with its interests in determining work relatedness and fitness to return to duty. For these reasons, the City urges the arbitrator to reject the Union's invitation to "…expand the parameters of the Altman Award…"[8] and to deny the grievance.

DISCUSSION AND OPINION

The issue that has been submitted to me for resolution is whether the City's initial response to Firefighter MacGovern's injury on December 19th, as well as its subsequent handling of MacGovern's claim for Injured on Duty pay, violates the provisions of the collective bargaining agreement.

While the Commonwealth of Massachusetts has enacted legislation governing firefighters who are injured while on duty (M.G.L. c. 41 s. 111F), these Parties have also included language in their collective bargaining agreement[9] which specifies the unique procedures to be followed by the injured firefighter and the Fire Department of the City of Newton within the larger context of the statutory process.

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[6] Post hearing brief of the City, page 11.

[7] Post hearing brief of the city, page 12.

[8] Post hearing brief of the City, page 14.

[9] By operation of the Interest arbitration Award issued by the JLMC, hereinbefore referenced as "the Altman Award"

With respect to the first issue, namely, whether the City contravened Firefighter MacGovern's right to be treated by his own physician on the day of the injury, the record evidence is clear and requires a finding that a contract violation resulted when Deputy Chief Proia ordered MacGovern to report to Health at Work on December 19th before going to see his own physician. The language of Section 4B.04 clearly and unambiguously establishes an election on the part of the injured firefighter-whose injuries are not severe enough to require immediate emergency medical attention- to be seen *either* by the City's doctors-at Health at Work-*or* by the employee's own health care provider.

Both at the hearing and in its post-hearing brief, The City acknowledged that Firefighter MacGovern should not have been directed to see the City Physician on the day of his injury. The City views this as a *de minimis* violation of the Altman Award, especially since MacGovern was "permitted" by the nurse at Health at Work to go see his own physician.

The *de minimis* rule is properly invoked when the Employer's actions result in a literal but otherwise insignificant violation of its obligations under the collective bargaining agreement. However, the rule is said to be inapplicable "…where the amount has been small but the principle is large…"[10] or in a "…test case brought seriously to obtain a ruling on a disputed point of contractual interpretation."[11]

Here, the evidence does not permit a finding that the City's order to MacGovern-to go to Health at Work before seeing his own physician-constitutes an 'insignificant violation' of the City's obligations under the disputed language. Rather, the very fact that the order was given at all indicates that the City failed to make a good faith effort to comply with its contractual obligations as set forth in the Altman Award's modifications to Article 4B.04.

Indeed, the Altman Award was issued in August of 2008. Firefighter MacGovern was injured in December of 2008, some three and one half months after the 'new' contractual obligations became effective. Nonetheless, during that interim, Chief LaCroix acknowledged that while he and his deputies were discussing the Award and "banging it around" (Testimony, LaCroix, Tr. P.234) he never issued a memorandum to his command staff or anyone else that would have clarified the Department's obligations to firefighters injured while on the job. Thus, Deputy Proia's order to MacGovern, relayed through Lt. Toli, is properly characterized by Union counsel as a "disregard" of a clear and unambiguous contractual right enjoyed by Firefighter MacGovern and other unit members.

As to the second part of the issue before me, namely, whether the Department's handling of Firefighter MacGovern's request for Injured on Duty pay violated the Agreement, this issue must also be answered in the affirmative. Article 4B.04 clearly states that "Disputes over whether an employee is eligible for injury leave shall be handled in an expedited manner". Firefighter MacGovern dutifully complied with existing departmental requirements in his attempt to secure injured on duty pay. On the day of his injury he faxed his physician's report to the department.

10. Bethlehem-Sparrows Point Shipyard, 26 LA 483 at page 490 (1956) Arbitrator Feinberg.
11. Tenneco Oil, 44 LA 1121 at page 128 (1965) Arbitrator Merrill.

Three days later he submitted his own report of injury, the witness statement of firefighter Hiett, and the Officer's report completed by Lt. Toli. Yet, as of the date of hearing this arbitration (June, 2009) the Department failed to respond to his request for injured on duty pay. MacGovern testified, and the City acknowledges, that no one ever contacted him during that interim.

Accordingly, any pay lost by MacGovern due to his going off the payroll remains lost to him, and he still has no answer on his request for Injury pay that would compensate him for going off the payroll due to insufficient sick leave that would have covered his two and one half week absence from work due to his injury. Indeed, it was the fact that MacGovern had no pay coming in that he asked Dr. Hashimoto to give him a return to work clearance even though it was clear to both Hashimoto and to MacGovern that the neck injury was still causing pain.

In short, MacGovern returned to work in an injured condition because he had no money coming in and no expectation of receiving a determination on his request for injured pay, since Ms. Valente essentially informed him that 'it could take six months'.

The record is clear that a dispute existed over whether or not MacGovern was entitled to injury pay. Chief LaCroix stated he had concerns relating to the speed of the vehicle and whether or not MacGovern was wearing a seat belt. Yet the record is devoid of any evidence that the Chief made any affirmative efforts on his own, or directed anyone on his command staff to resolve those concerns. Instead, as he testified at this hearing, the Chief clung to his belief that he had six months to make a decision on a request for injury pay.

While that may or may not be true under the *statute*, the Chief's obligations under the *Agreement* are to handle disputes over eligibility for injury leave "in an expedited fashion". In his testimony, the Chief stated that he understood the word "expedited" to mean "rapidly". Under any rule of construction or common sense, taking six months or more to decide whether or not MacGovern's apparently straightforward injury is compensable under injury pay is inconsistent with the City's contractual mandate to handle such matters in an "expedited manner".

For the foregoing reasons it must be found that the City violated the provisions of the collective bargaining agreement, as modified by the Altman Interest Arbitration Award, by the manner in which it initially responded to Firefighter MacGovern's injury on December 19th, 2008, and in its handling of Firefighter MacGovern's subsequent claim for injured on duty pay.

The remedy for these violations require, at a minimum:

1. That the city cease and desist from requiring firefighters who have been injured on the job, but who do not require "immediate emergency medical attention" to be seen by the City's Physician (Health at Work) on the day of their injury;

2. That the City be ordered to comply with its contractual obligation to resolve uncertainties (or "disputes") over a firefighter's eligibility for injury leave in an "expedited manner". [12]

[12] Beyond this general remedy, it is appropriate to require the City to formalize a decision on Firefighter MacGovern's request for injury leave. While such decision could in no fashion be termed "expedited" after the passage of ten months, he is nonetheless entitled to a response.

While both of the foregoing remedies necessarily enforce the respective rights and obligations of both parties that are made clear in the Agreement, it is beyond my authority to provide a remedy that articulates a specific method by which the City would satisfy its obligation to handle injury leave requests in an "expedited manner". Thus, going forward, it would seem that the City's compliance with that obligation would need to be determined on a case by case basis.

While I generally try to avoid the inclusion of precatory language in an Award, it may be hoped that this Award might result in Chief LaCroix issuing a procedural directive to his command staff and officers that informs them of the existence of the injured firefighter's right to elect to see his own physician, if he chooses, on the day of his injury. Likewise, it may also be hoped that this Award might prompt the Chief to establish his own guidelines/timelines for making determinations on disputed claims of eligibility for injured-on-duty pay that reflect his contractual mandate to do so in an "expedited manner" as opposed to the six month window that he referenced in his testimony.

I decline to afford the other relief requested by the Union, specifically that I determine that Firefighter MacGovern's application for injured on duty pay be approved, and that I interpret the Altman Award in such a way as to require an expedited review of all injured on duty claims that have arisen since the issuance of the Altman Award. I decline to do so since such relief is not reasonably contemplated in the parties' submission of this grievance to me.

Finally, I note that I have not addressed the final question argued by the Union, namely, whether the provisions of the Altman Award prohibit the City from having its physician examine a firefighter who wishes to return to duty from injured leave. I have not addressed this issue since the record facts of this grievance did not invoke the application of the last paragraph of Article 4B.04 in the Altman Award, since Firefighter MacGovern never requested to return to work from an approved injury leave. Thus any ruling on this language would be speculative on my part; nor have the Parties mutually agreed to submit that question for my determination in a vacuum.

AWARD

The undersigned arbitrator, having been designated in accordance with the Parties' collective bargaining agreement, and having duly heard the allegations and proofs of the Parties, AWARDS as follows:

The City violated the provisions of the collective bargaining agreement, as modified by the Altman Interest Arbitration Award, by the manner in which it initially responded to Firefighter MacGovern's injury on December 19th, 2008 and in its handling of Firefighter MacGovern's subsequent claim for injured-on-duty pay.

To remedy these violations, it is ordered:

1. That the city cease and desist from requiring firefighters who have been injured on the job, but who do not require "immediate emergency medical attention" to be seen by the City's Physician (Health at Work) on the day of their injury;

2. That the City be ordered to comply with its contractual obligation to resolve uncertainties (or "disputes") over a firefighter's eligibility for injury leave in an "expedited manner".

October 29, 2009 Joseph M. Daly, Arbitrator