



# Acoustical Association Ontario

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*Provincial in scope ...*

*Provincial in outlook*

## *MOL Targeting MSD Hazards*

The Ontario Ministry of Labour (MOL) has identified Musculoskeletal Disorders (MSDs), also known as repetitive strain injuries, to be one of the most common causes of lost-time injuries in the province. "Musculoskeletal disorders account for almost half of all injuries in which workers need to take time off work in Ontario – resulting in substantial costs to the medical and workers' compensation system. Ontario and its workplace partners are committed to eliminating all workplace injuries, including those involving MSDs." Peter Fonseca, Minister of Labour was quoted as saying.

As a result, the MOL will be taking a close look at MSDs during its autumn inspection campaign. According to the MOL, the September and October blitz will have inspectors be visiting all of

Ontario's workplaces, including Construction sites, and will



be paying particular attention to tasks requiring the use of force to lift, push or carry items. These tasks will be identified through an analysis of workplaces with high frequencies of MSD injuries and hazards. Contractors should look at their lost-time injury record to determine if prevention strategies are warranted. The Infrastructure Health & Safety Association (IHSA), at its web site noted that it can help contractors recognize, assess and control MSD hazards. For more information visit their web site at: [www.healthandsafetyontario.ca](http://www.healthandsafetyontario.ca).

## **WSIB Work Reintegration Program**



The Workplace Safety & Insurance Board (WSIB) is developing a new program that will integrate Labour Market Re-entry and Return to Work which it is calling Work Reintegration. The program is being designed to focus on the following policies and principles:

- Create and maintain positive relationships between workers and employers,
- WSIB to direct the oversight of all re-training services for injured workers,
- Program to allow for increased worker input and choice in vocational goals,
- Make greater use of Ontario's public education system for the retraining of injured workers,
- Focus on providing injured workers with valid credentials and marketable skills.

Currently, the WSIB is developing policies to implement this new program with the aim of having WSIB staff begin handling referrals for work integration. The Board intends to have this program fully implemented by the end of the year and will be recruiting qualified work reintegration specialists to manage and deliver the new program. The WSIB expects that this new reintegration approach to Labour Market Re-entry and Return to Work will result in better outcomes to getting injured workers back into the workforce and at the same time control costs.

### *The Mathews Dinsdale Minute*



In our last issue we created another fact situation involving poor Joe and his struggles running a drywall company. Chris, one of Joe's long term employees and a working foreman, has proposed that his crew on an upcoming job, be paid normally for all hours up to 37.5 and then, for any hours above, be paid straight time, by separate cheque without deductions or anything else. Chris has said his crew will buy in and pressured Joe into agreeing to this arrangement.

Why this is dangerous.

First and foremost, Joe is a unionized contractor. As such, he is obligated to adhere to the terms and conditions of the Collective Agreement between the Union and the Employer's Association. There is no room for direct negotiations with any employee or any group of employees. Thus, this arrangement is inherently illegal.

Second, even if the Union were aware and agreed to this type of arrangement, this project is a commercial project and we are dealing with the Carpenter's Provincial ICI agreement. Under the *Labour Relations Act* Section 162.2 provides that no trade union may make any agreement that varies from the Provincial ICI agreement. Thus, by statute an arrangement that varies from it is illegal and unenforceable.

Finally, Joe is inherently putting a lot of faith in Chris' ability to control the members of his crew. Chris, who doesn't have the authority to negotiate his own deal that varies from the Collective Agreement, is representing that he can do it for the entire group of employees on the crew. Any one of those individual employees could complain and Joe probably can't rely on Chris' representations as a defence.

So, what is clear is that in a number of ways, this arrangement is illegal and/or unenforceable and Joe is building up liability. In the next issue of the Mathews Dinsdale Minute we will talk about that liability and the ways in which this arrangement might fall apart.

