

ONA WINS



SUMMARY OF ANOTHER SUCCESS AS YOUR UNION STRIVES TO IMPROVE YOUR WORKING CONDITIONS

Seniority is a pivotal concept in a unionized setting

Hospital

The hospital began a new practice for scheduling regular part-time nurses, which involved scheduling available shifts, one by one, in order of seniority to all of the regular part-time nurses on a unit. Once each regular part-time nurse was scheduled a shift, the process started again at the most senior nurse until all available shifts were scheduled. It was the hospital's position that its practice was fully consistent with scheduling regular part-time nurses up to their committed hours on the basis of seniority.

The issue was whether the employer's change in practice was a violation of the local scheduling provisions, and in particular Article D.08, which reads, "All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized. The hospital will endeavor to utilize casuals on a fair and equitable basis, according to their availability and the needs of the unit."

ONA argued that the language required the hospital to schedule each regular part-time nurse up to her/his committed hours, by seniority, before moving onto the next senior regular part-time nurse, and so on. We argued that the hospital's method of scheduling resulted in senior nurses not being scheduled up to their full commitment, while concurrently scheduling junior nurses for shifts that senior nurses should have been scheduled to work.

The arbitrator found that the scheduling language addressing casual part-time nurses required a fair and equitable process, which contrasted with the seniority-based process for regular part-time nurses. The arbitrator agreed with ONA's position that seniority is a pivotal concept in a unionized setting, and found our interpretation gave full measure to it, while the hospital's interpretation negated seniority.

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