

# ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS

ADOPTED: 31 March 1982  
REVISED: April 1983  
March 1984  
March 1985  
April 1986  
April 1987  
April 1989  
April 1991  
April 1993  
April 1994  
April 1995  
April 1996  
April 1997  
April 1998  
April 1999  
April 2000  
April 2001  
April 2002  
April 2003  
April 2005  
April 2007  
April 2008  
April 2010  
April 2011  
April 2013  
April 2015  
April 2017  
April 2018

## ARTICLE 1 - NAME:

This Council shall be known as "The Ontario Council of Hospital Unions, Canadian Union of Public Employees". It shall be abbreviated as "O.C.H.U/ (C.U.P.E.)".

## ARTICLE 2 - AFFILIATION:

- 2.1 Affiliation to OCHU shall be open to all Hospital Local Unions, Ambulance local unions, Local unions representing Laboratory and Diagnostic Technologists and Technicians, Long-term care Locals who were previously hospital locals and Locals representing central services of a group of Hospitals or Contractors, in the Province of Ontario, chartered by the Canadian Union of Public Employees. The Ontario Council of Hospital Unions shall continue to coordinate bargaining on behalf of all those hospital local unions whose institutions undergo a change in designation or funding as a result of hospital restructuring.

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- 2.2 Affiliation shall be limited to those Locals, which have voted to participate in Central Bargaining. However, Affiliation shall not be denied to Local Unions whose Employer has refused to participate in Central Bargaining.
- 2.3 OCHU shall not be dissolved as long as there are more than fifty percent (50%) of the eligible member Locals maintaining Affiliation.
- 2.4 RE-AFFILIATION:  
Previously Affiliated Locals wishing to re-affiliate to OCHU shall in addition to fulfilling obligations in this Article, and Article 6 of these ByLaws, be responsible for payment of an amount equal to the Affiliation Fees (Per Capita) that would have been paid during the period of non-affiliation, or a lesser amount to be decided by OCHU Executive Board and reviewed by an OCHU Convention.

### ARTICLE 3 - OBJECTIVES:

The Objectives of OCHU shall be:

- 3.1 To negotiate and/or co-ordinate Collective Bargaining on a Province-wide basis on behalf of member Hospital Local Unions as defined in Article 2.1.
- 3.2 To co-ordinate Collective Bargaining with other Health Care Unions in Ontario.
- 3.3 To better the interests of Ontario Hospital Workers in every way

### ARTICLE 4 - POWERS:

- 4.1 OCHU shall be Chartered by, and subject to the Constitution of the Canadian Union of Public Employees.
- 4.2 The C.U.P.E National President, National Secretary-Treasurer, and the National Executive Board, shall have power over OCHU in accordance with Article 4.6 of the C.U.P.E Constitution.
- 4.3 When, and if, OCHU becomes defunct or is dissolved, its funds and property shall revert to the National Union.

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### ARTICLE 5 - REPRESENTATION AT OCHU MEETINGS, AREA MEETINGS, CONFERENCES, CONVENTIONS, WORKSHOPS:

- 5.1 Representation at OCHU area meetings, Conferences, Conventions shall be based upon the average paid per capita for the three months prior to the convention, as follows:

Local Unions: 1 to 50 members: 1 Delegate  
51 to 100 2 Delegates  
101 to 250 3 Delegates  
251 to 400 4 Delegates  
401 to 550 5 Delegates  
551 to 700 6 Delegates  
701 to 850 7 Delegates  
and 1 additional Delegate for each additional 150 or major part thereof.

- 5.2 One (1) Alternate Delegate may attend from each Local Union. The Alternate Delegate shall have full voice, but shall only be allowed to vote in the absence of the regular Delegate(s) appointed or elected by the Local Union.

- 5.3 Locals in arrears greater than one (1) month shall not be seated at conventions, conferences, Area meetings and workshops. Nor shall an Area V.P. from a local in arrears nor the Francophone V.P. be seated at Executive Board meetings. Membership shall include members of the Local Union employed by a Contractor in the Hospital and/or members employed by Central Services of a group of Hospitals. In the case of composite Local Unions, representation shall be based on the Local's hospital membership.

Locals in arrears greater than 1 (one) month must provide a certified cheque before being seated at conventions, conferences, Area meetings and workshops.

- 5.4 In the event of two or more Local Unions merging, the new Local Union shall be entitled to the total number of Delegates to which the merged Locals would have been entitled, prior to merger. This provision shall apply only until the first Annual Elections within the new Local.

- 5.5 Not less than seventy-five (75) days prior to the Meeting/Convention of OCHU, a Notice of Meeting date, time and place, shall be sent by the Secretary-Treasurer to each member Local Union. The notice shall contain one set of Registration Forms (in duplicate) for each Delegate that the Local Union is entitled. The Registration Forms are to be completed by the Local Union. One copy of the completed Registration Form is to be retained by the Delegate, and presented upon registration at the meeting. The other shall be forwarded to the Secretary-Treasurer of OCHU not later than thirty (30) days prior to the meeting/Convention of OCHU, a draft copy of the OCHU Annual budget shall be sent by the Secretary-Treasurer out to each Member Local Unions President

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and Local Secretary-Treasurer.

Not less than thirty (30) days prior to the Meeting/Convention of OCHU, a draft copy of the OCHU annual budget shall be sent by the Secretary- Treasurer to each member Local Union.

- 5.6 In order to be recognized as a Delegate, a registrant must be a member of the Local he/she is representing and must fall under the Jurisdiction of the Hospital Collective Agreement, Collective Agreement between the Local and Contractor, or a Central Services Collective Agreement.
- 5.7 C.U.P.E. National Executive Board Members, C.U.P.E. Ontario Division Officers, and C.U.P.E. Staff may attend meetings with a voice, but without vote. The same permission shall extend to the President (or his/her designate) of any Affiliated Composite Local Union who does not fall within Article 5.6. Guests may attend all meetings. Guests shall request permission to speak through the chair. The chair shall ask the delegates what is their pleasure.
- 5.8 All speakers shall be limited to three (3) minutes per topic and shall only speak once on the subject until everyone has spoken.

### ARTICLE 6 - FINANCING AND MEMBERSHIP FEES:

- 6.1 OCHU's Affiliation fee shall be two dollars and sixty cents (\$2.65) per month, plus 2% effective October 1, 2010 payable monthly for each member working thirty (30) hours or more monthly. Per Capita will increase by the percentage wage increase negotiated centrally for our members and will take effect the first day of the month following the effective date of that increase.
- 6.2 The Per Capita for members working less than thirty (30) hours per month shall be one dollar and thirty two cents (\$1.35) plus 2% effective October 1, 2010 payable monthly for each member working less than 30 hours per month. Per Capita will increase by the percentage wage increase negotiated centrally for our members and will take effect the first day of the month following the effective date of that increase. Local Unions in Arrears of Payment of membership fees shall not be entitled to representation at any of OCHU's, conventions, conferences, area meetings or workshops.

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6.3(i) The Secretary Treasurer of OCHU shall notify in writing the President and Treasurer of any Local Union in arrears for one (1) month. The Treasurer and President of any Local Union in arrears for two (2) months shall receive a letter from the Secretary-Treasurer of OCHU indicating that the Local is to contact the OCHU Secretary-Treasurer within thirty (30) days with regards to arrears. The Secretary of Local Unions three (3) months in arrears shall receive a letter indicating that failure to contact the OCHU Secretary-- Treasurer within the next thirty (30) days to set up a repayment plan shall result in interest equal to the prime rate paid by CUPE plus two percent (2%) being applied to per capita arrears in excess of two (2) months.

6.3 Applications for Affiliation to OCHU shall be considered as having been made on the date the Local's membership votes to Affiliate. Upon receipt of a copy of the Resolution of Affiliation, the Secretary-Treasurer of OCHU shall advise the Affiliating Local Union, in writing, that the Local's first payment of Per Capita shall be payable from the First of the Month following the date of Affiliation. The Resolution of Affiliation shall be as follows:

"At a duly constituted meeting of C.U.P.E. Local held on \_\_\_\_\_  
19\_\_ the membership voted by majority to Affiliate to the Ontario Council of  
Hospital Unions (C.U.P.E.) and to abide by its Constitution and By-Laws."

Signed  
(President)  
(Secretary)  
(Date)

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## ARTICLE 7 - MEETINGS:

7.1 The Annual Convention of OCHU shall be held prior to the end of April of each year. The Annual Convention shall rotate through the 7 Areas as follows:

Area 7	2017
Area 1	2018
Area 6	2019
Area 2	2020
Area 5	2021
Area 3	2022
Area 4	2023

7.2 Special Conventions/Conferences shall be held when deemed advisable by the Executive Committee, or upon written petition from Local Unions representing at least twenty-five percent (25%) of member Locals, which have approved such petition at a Local Union Meeting.

7.3 A quorum shall exist when Delegates representing at least fifty percent (50%) of the Affiliated Locals are present. A quorum shall be deemed to have been lost when less than fifty percent (50%) of the registered Delegates to a Meeting are in attendance.

7.4 AID TO LOCALS:

(a) The OCHU Executive Board may authorize that OCHU provide assistance to a financially troubled local, in order to help it send a Delegate to an OCHU Convention/Conference. The number of delegates registered at an OCHU Convention/Conference from a financially assisted Local will be in accordance with Article 5.1. Such assistance shall be confined to transportation and accommodation for one member only.

(b) The OCHU Executive Board may, in exceptional circumstances (for example, when a Local Union is very small) authorize the payment of, or loan the local the funds to pay for, the costs of an arbitrator and nominee for a case that has been approved as a central precedent setting grievance.

## ARTICLE 8 - OCHU EXECUTIVE AND ELECTIONS:

8.1 The OCHU Executive shall consist of a President, Secretary-Treasurer, seven Area Vice-Presidents and one Francophone Vice-President. Each of the seven Areas designated in Appendix "A" shall be represented by one Area Vice-President. The First Vice-President shall be elected from amongst the seven Area Vice-Presidents, and one Francophone Vice-President by the delegates at the Convention at which elections are held.

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- 82 Area Vice-Presidents and the Francophone Vice-President who are not Accredited Delegates from their Local Union shall, at the expense of the Ontario Council of Hospital Unions, be entitled to attend all OCHU Conventions with voice and vote.
- 83 The President, Secretary-Treasurer and First Vice-President shall, at the expense of the Ontario Council of Hospital Unions, be deemed to be Accredited Delegates to all OCHU Conventions, without reducing the number of eligible Delegates from their respective Locals.  
The President, Secretary-Treasurer and First Vice-President shall be, and remain, members in good standing of their respective C.U.P.E. Local Unions.
- 84 In order to be eligible for election, or re-election, to any office, a Candidate must be an Accredited Delegate to OCHU.
- 85 Nominations, elections and installation of Officers shall take place in the even year at the Annual Convention of OCHU.  
Nominations and elections of the Area 7 Vice- President, Area Alternate, Secretary Treasurer and all standing committee representatives will be held at the Area meeting immediately preceding the OCHU Annual Convention in the even numbered years
- 86 The President and the Secretary-Treasurer and the Francophone Vice- President and First Vice-President shall be elected at large. Elections for the position of Area Vice- Presidents shall be conducted subsequently in separate Area Caucuses. No Delegate may be nominated for Office in OCHU unless he/she is present at the nominating or election meeting, unless his/her nominator has the nominee's official consent in writing.
- 87 Prior to the casting of ballots for the position of President and Secretary-Treasurer, Candidates for those positions shall be afforded an opportunity to give a five minute address to OCHU Convention in order to explain the reasons for their candidacy.
- 88 Election of Officers shall be by secret ballot of Accredited Delegates. The Presiding Chairperson shall appoint a Returning Officer to count the ballots. Candidates may appoint a scrutineer.
- 89 At the Annual Convention where elections are held, the Area Caucuses shall, in addition to electing their Area Vice-President, elect an Alternate for that position.  
Area 7 shall elect its Alternate Vice-President at the area meeting immediately preceding the Annual Convention in the even numbered years

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- 8.10 In the event of a vacancy in the office of President, the Secretary- Treasurer shall perform the duties of the President until the next convention of OCHU, at which time a successor shall be elected.

In the event of a vacancy in the office of Secretary- Treasurer, the First Vice-President shall perform the duties of the Secretary-Treasurer until the next Convention of OCHU, at which time a successor shall be elected.

The OCHU Executive shall appoint an acting First Vice- President, from among the Area Vice-Presidents, who shall perform the duties of the first Vice-President until the next convention of OCHU, at which time a successor shall be elected.

- 8.11 Meetings of the OCHU Executive Board shall be called by the President. OCHU Executive Board Meetings shall be scheduled in the different Areas of the Province on a rotational basis, whenever possible. Affiliates in the respective Area shall be notified of such meetings in advance, in order that they shall have an opportunity to make representation to the OCHU Executive Board.

- 8.12 Francophone Vice-President

A Vice-President shall be elected to communicate with those locals, which identify that the local functions in both English and French, in conjunction with the Area Vice-President.

The Vice-President elected to communicate with these locals, in conjunction with the Area Vice-Presidents, shall be elected at large (by all voting delegates) at the biannual convention at which elections of officers are regularly held.

It shall be the responsibility of the Francophone Vice-President to communicate with Francophone locals as required, in conjunction with the area Vice-Presidents and to review all materials translated by OCHU into the French language prior to their distribution.

The Francophone Vice-President shall function in every respect as a Vice-President of the Ontario Council of Hospital Unions.



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### ARTICLE 9 - DUTIES OF OFFICERS:

#### 9.1 PRESIDENT:

The office of the President shall be a full-time, elected position. The President shall be elected by the Annual Convention in the even numbered year by a simple majority vote (50% + 1) of ballots cast by the registered delegates present. He/she shall work closely with the C.U.P.E. Staff representative assigned as Co-ordinator and shall co-operate fully with all Departments of the Canadian Union of Public Employees.

9.2 The President shall be responsible for the promotion of good relations with other groups as well as interacting with other Unions, organizations and structures to establish working relationships in order to better the interests of Ontario Hospital Workers in every way.

9.3 The President shall be responsible for coordinating all facets of bargaining arbitration and implementation of the Collective Agreements.

9.4 The President shall function as the Chief Executive Officer of the Ontario Council of Hospital Unions. The President shall exercise supervision over the affairs of the OCHU, sign all official documents and be one of the signing officers for the disbursement of funds. The President shall preside at all Conventions and at all meetings of the OCHU Executive Board or the OCHU Executive Committee.

9.4 (a) The President shall also ensure that the executive committee members receive such training as is required to carry out their functions.

9.5 The President shall have the authority to interpret and enforce these by-laws subject to appeal at the Annual OCHU Convention, and ultimately to the National Executive Board.

9.6 The President or designate shall be an ex-officio member of all committees of the OCHU and shall, with the Ist Vice-President and Secretary-Treasurer negotiate a collective agreement with OCHU's staff with ratification by the Executive Board.

9.7 The President shall make and present a report on the administration of his/her office and on the affairs of the Ontario Council of Hospital Unions to the Annual Convention.

9.8 It shall be the responsibility of the President to ensure a leave of absence from employment for the full term of office.

9.9 The President shall, in order to carry out the day-to-day functions of OCHU, utilize the OCHU office.

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- 9.10 OCHU will endeavour to send the President or designate at OCHU's expense to any Convention, conference, seminar, etc., deemed pertinent by the OCHU Executive Board.
- 9.11 The President shall actively encourage the recruitment (to the Ontario Council of Hospital Unions) of non-affiliated locals.
- 9.12 When a new President or Secretary-Treasurer is elected to office, there shall exist a transition period not to exceed sixty (60) days in which the former President or Secretary-Treasurer shall be requested to assist in the smooth transition of authority. This transition period shall be at OCHU's expense. All official documents, books, data storage instruments and information storage disks, papers, ledgers and other resource material, must be made available to incoming elected officers

When a new first Vice-President is elected to office, there shall be a transition period not to exceed five (5) days in which the former First Vice-President shall be requested to assist in the smooth transition of authority.

- 9.13 **FIRST VICE-PRESIDENT:**  
The First Vice-President shall be elected from among all the seven Area Vice Presidents, and one Francophone Vice-President. The First Vice-President shall be elected by the Annual Convention in the even-numbered year by a simple majority vote (50% +1) of the ballots cast by the registered delegates present. It shall be the duty of the First Vice-President to assist the President and Secretary-Treasurer in the discharge of official duties including contract negotiations with OCHU's staff. In the absence of the President, he/she shall perform the duties of the President. The First Vice-President shall be one of the signing officers for the disbursement of funds.

The First Vice-President shall be the Provincial Chief Steward for the Ontario Council of Hospital Unions. He/she shall be responsible for assisting locals and OCHU to defend the collective agreement language achieved in Central Bargaining. He/she shall be responsible to secure legal advice concerning the step two grievances sent to him/her by affiliated local unions. He/She shall make a recommendation to the OCHU Executive Board concerning grievances submitted by local unions for consideration as precedent-setting cases. He/She shall ensure that grievances identified as precedent-setting by the OCHU executive are competently presented at arbitration. He/She shall ensure that a copy of all arbitrated precedent setting cases be distributed to appropriate CUPE representatives, area vice-presidents and local presidents.

The First Vice-President shall be the 2nd Trustee to the Hospitals of Ontario Pension Plan representing C.U.P.E.'s hospital membership.

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### 9.14 AREA VICE-PRESIDENTS:

The Area Vice-Presidents and the Francophone Vice-President shall, in general, assist the President in the discharge of official duties and perform other duties, as the President shall from time to time determine. It shall be the duty of the Area Vice-Presidents and the Francophone Vice-President to:

1. Be aware of, and promote the policies of the Canadian Union of Public Employees, and of OCHU.
2. Attend meetings of Local Unions in their respective Areas whenever requested to do so, if it is possible to do so.
3. Regularly seek instructions regarding the needs of the Locals in their respective Areas, in order to properly represent their Areas at OCHU Executive Board meetings and to properly discharge their duties in bargaining sessions.
4. Give a written report at each Annual Convention.
5. The chair will be decided at the first committee meeting. If a chair has not been chosen at this meeting, the Vice President will act as chair for the committee.

### 9.15 THE ALTERNATE VICE-PRESIDENTS

The Alternate Vice-President shall replace the Area Vice-President when necessary, and when the area Vice-President is unable to fulfill their duties at the OCHU executive table. The Alternate Vice-President will for these purposes have voice and vote.

When required by the Executive of OCHU, the Alternate Vice-President of each area will be involved in activities or at meetings with voice but no vote.

### 9.16 FRANCOPHONE VICE-PRESIDENT

The Francophone Vice-President shall be responsible to represent and communicate with those local unions whose membership is comprised of a majority of francophones, i.e. Sturgeon Falls, Hearst, Montfort, Hawkesbury and Geraldton and Central Hospital Services in Ottawa.

### 9.17 SECRETARY-TREASURER:

The Secretary-Treasurer shall be elected at the Annual Convention in the even-numbered year by a simple majority vote (50% +1) of the ballots cast by the registered delegates present. The Secretary-Treasurer shall keep a full record of the proceedings of each meeting of the OCHU Executive Board, the Executive Committee and all OCHU meetings. Minutes of all Executive Board meetings and Executive Committee meetings shall be sent to all Executive Officers and the Recording Secretary of each Area within thirty (30) days of meeting. Minutes of all OCHU meetings shall be sent to the Recording-Secretary of each affiliated Local within sixty (60) days of meeting. An audited financial statement shall be placed in with the yearly financial report and distributed at the Convention. The Secretary-Treasurer shall make available all minutes and correspondence of OCHU, promptly, in the French language at the request of

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any affiliated Local. The Secretary-Treasurer will ensure that all relevant public relations materials are available, promptly, in both official languages (English and French).

- 9.18 The Secretary-Treasurer shall keep all financial accounts of OCHU. He/She shall maintain a count and status of all affiliated Local unions. He/she shall receive all Per Capita Tax Membership fees and Assessments, and shall deposit all monies into a Credit Union as directed by the Executive Committee. The Treasurer of OCHU shall forward Per Capita Tax forms to the Treasurers of each affiliated local union at the beginning of each quarter.
- 9.19 The Secretary-Treasurer shall make a financial report to the OCHU Executive Board biannually and to the Annual Convention of OCHU. Financial Reports shall be made available by the Secretary-Treasurer every six months, to the Secretary-Treasurers of OCHU Affiliates.
- 9.20 The Secretary-Treasurer shall submit his/her books and records every six (6) months to the Trustees for audit. The Secretary-Treasurer shall furnish the Trustees with a letter from the Credit Union where the funds are deposited, attesting to the amount of funds held to the credit of OCHU by the Credit Union.
- 9.21 It shall be the responsibility of the Secretary-Treasurer to ensure a leave of absence from employment for the full term of office. The Secretary-Treasurer, in order to carry out the day-to-day functions of the OCHU, shall utilize the OCHU office.
- 9.22 The Secretary-Treasurer shall at the end of the term of office, turn over to the successor, all properties and assets, including funds, books, and records belonging to OCHU.
- 9.22(a) The Secretary-Treasurer shall be the Trustee to the Hospitals of Ontario Pension Plan, representing CUPE's Hospital membership. The Secretary-Treasurer shall make quarterly reports on the Hospitals of Ontario Pension Plan to the membership.
- 9.23 **BONDING:**  
The Secretary-Treasurer, the President and the First Vice President shall be properly bonded by a faithful performance of duty bond, which shall not be for less than one hundred thousand (\$100,000.00) dollars, through the Master Bond held by the Canadian Union of Public Employees. Any person elected to the position of President, Secretary-Treasurer or First Vice President who cannot qualify for such a bond shall be immediately disqualified from that office.

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- 9.24 TRUSTEES:  
OCHU shall have three (3) elected Trustees.
- 9.25 The term(s) of office shall be: a three (3) year term; a two (2) year term; And a one (1) year term. The person who is the out-going Trustee (the one who is entering their final year in office) shall be the Chairperson of the Trustees for that year.
- 9.26 At each Annual Convention of OCHU, there shall be one (1) Trustee elected for a three (3) year term by a simple majority vote (50% + 1) of the ballots cast by the registered delegates present.
- The Chairperson of the Trustees shall attend the OCHU annual convention and shall be paid expenses in the same manner as the OCHU Executive Board
- 9.27 The Trustees when auditing the financial records and books of OCHU, shall be paid expenses in the same manner as the OCHU Executive Board.
- 9.28 The Trustees shall examine the books and records of the Secretary-Treasurer and inspect or examine properties, bonds and all other assets of OCHU every six (6) months. They shall report to the next regular meeting of the OCHU Executive Board, and to every Annual Convention of OCHU.
- 9.29 A copy of the Trustees' Report shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees.
- 9.30 The National Secretary-Treasurer or designate, shall have the authority to examine all books and records of OCHU.
- 9.31 RECALL PROCEDURE:  
Where an absolute (2/3) majority of the Affiliated Hospital Local Unions have passed Resolutions of Recall from office of OCHU, of the President or Secretary-Treasurer, at their membership Meetings, the Executive Board of the OCHU shall within sixty (60) days call a Special Convention for the purpose of debate of the Resolutions, and a special election if required.

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## ARTICLE 10 - COMMITTEES

### 10.1 EXECUTIVE COMMITTEE:

The Executive Committee shall consist of the President, First Vice President, Secretary-Treasurer (Table Officers) and shall meet to consider expenditures or deal with matters of an urgent nature in between meetings of the OCHU Executive. All decisions made in the above manner shall be reviewed and properly recorded at the next meeting of the OCHU Executive.

The Executive Committee and the Co-ordinator shall be responsible for Communications to the Hospital Locals and their membership.

### BUDGET COMMITTEE:

The Executive Committee shall function as the Budget Committee. OCHU fiscal year will run from Jan1st through to Dec 31 of each year. The Committee shall meet quarterly to review the Budget. Proposals for any interim changes must be submitted to the OCHU Executive for approval. The Committee shall meet by the end of December to prepare the Budget for the up-coming fiscal year, which shall become the mandated budget only upon approval by the OCHU Annual Convention.

### GRIEVANCE FUNDING COMMITTEE

The Grievance Funding Committee shall be established to deal with requests for financial assistance from Locals fighting Grievances which are based on Centrally-negotiated Contract Language, or which have a Provincial impact. The Grievance Funding Committee shall consist of OCHU's Executive Board, the Provincial Co-ordinator, and the OCHU Vice-President from the Area concerned.

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**Ontario Council of Hospital Unions/CUPE 261  
Gerrard St. East  
Toronto, Ontario  
M5A 2G1**

**Phone: 416-599-0770  
Fax: 416-599-3982**

**Date: \_\_\_\_\_**

**Dear Brother/Sister \_\_\_\_\_**

**Re: Local \_\_\_\_\_ Grievance File # \_\_\_\_\_**

**Thank you for your submission of this grievance and request for it to be considered as a case for Central Grievance Arbitration. Please be advised that the following is the process for OCHU in dealing with all grievances submitted.**

- 1. Local and/or Staff Rep must contact an OCHU 1<sup>st</sup> Vice-President or designate with all relevant information.**
- 2. The grievance fact sheet and any other information must be completed and sent to the lawyers at Sack Goldblatt Mitchell. The Local should keep a duplicate file.**
- 3. A first teleconference call will be scheduled. Participants will be your Local Union Officers, Staff Rep, OCHU 1<sup>st</sup> Vice-President or designate, Health Care Coordinator and a lawyer.**
- 4. A second teleconference call will be scheduled within one month to report on the merits and precedent setting value of the case.**
- 5. OCHU Board meets to review legal opinions and make decisions on which cases they will accept. (OCHU will cover legal costs, preparation and presentations)**
- 6. If your case is deemed acceptable for OCHU to handle then your Local will be asked to sign and submit an agreement covering:**
  - Naming of Joe Hebert as your nominee to the Board of Arbitration and agreeing that the Local will cover his fees.**
  - Your Local will agree to pay 50% of the arbitrator's bill and your employer will pay the remaining 50% of the bill.**
  - OCHU will agree to pay the legal bills for preparation and presentation of the arbitration.**

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- **OCHU's First Vice President or designate will direct the lawyer at any and all hearings.**
  - **If the Local settles or withdraws the grievance prior to conclusion of arbitration, the Local will be responsible for the legal bills and costs incurred.**
7. **If the Employer initiates a single chairperson expedited board of arbitration OCHU will consider supporting the grievance/arbitration.**

**Again, thank you for your submission. We will seriously consider all facts and information provided to us in making our decision. If you have any questions please feel free to contact me at any time. All future correspondence will be between the OCHU First Vice President and the Local President or designate.**

**Yours in solidarity,**

**OCHU First Vice President**



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## AGREEMENT FOR GRIEVANCE COST SHARING

CUPE Local \_\_\_\_\_ agrees to the following terms for costs incurred for the following grievance submitted to OCHU for Central Grievance Arbitration.

Grievance # \_\_\_\_\_ Date submitted: \_\_\_\_\_

### TERMS:

1. All information and documentation will be made available to the law firm, Sack Goldblatt Mitchell, upon submission of grievance.
2. Local \_\_\_\_\_ agrees to name Joe Herbert or a designate by the OCHU Executive Board as the nominee to the Board of Arbitration. \* will be waived where OCHU has agreed to support a grievance/arbitration in circumstances where the employer has initiated a single person expedited board of arbitration.
3. Local \_\_\_\_\_ agrees to cover all fees submitted from the nominee. \* will be waived where OCHU has agreed to support a grievance/arbitration in circumstances where the employer has initiated a single person expedited board of arbitration.
4. Local \_\_\_\_\_ agrees to pay 50% of the arbitrator's bill. (The employer will cover the remaining 50%)
5. If Local \_\_\_\_\_ withdraws or settles this grievance prior to the conclusion of arbitration, Local \_\_\_\_\_ agrees to cover all legal expenses incurred.
6. OCHU agrees to cover legal costs if grievance proceeds.
7. Local \_\_\_\_\_ agrees to the OCHU First Vice President or designate directing the lawyer at all hearings, meetings etc.

Dated this day \_\_\_\_\_

CUPE Local \_\_\_\_\_

President \_\_\_\_\_

Vice President \_\_\_\_\_

**ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS**

**Ontario Council of Hospital Unions/CUPE  
261 Gerrard St. East  
Toronto, Ontario  
M5A 2G1**

**Phone: 416-599-0770  
Fax: 416-599-3982**

**Date: \_\_\_\_\_**

**Dear Brother/Sister \_\_\_\_\_**

**Re: Local \_\_\_\_\_ Grievance File # \_\_\_\_\_**

**The OCHU Executive Board has reviewed all information regarding the grievance submitted for consideration as Central Grievance Arbitration case. Your case was viewed with regard to our criteria for precedent setting value. All legal opinions were discussed and our decision was reached after careful deliberations.**

**Unfortunately, your case does not meet our criteria for Central Grievance Arbitration. Should circumstances change, or new information come to light that would affect this decision, please contact me and we will review the new information.**

**Our decision has been made only in regards to OCHU taking the grievance forward. This does not preclude the Local from proceeding to arbitration on this issue.**

**If you have any questions, please feel free to contact me at any time.**

**Yours in solidarity,**

**OCHU First Vice-President**

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**Date: \_\_\_\_\_**

**Dear Brother/Sister \_\_\_\_\_**

**Re: Local \_\_\_\_\_ Grievance File # \_\_\_\_\_**

**The OCHU Executive Board has reviewed all information regarding the grievance submitted for consideration as a Central Grievance Arbitration case. Your case was viewed with regard to our criteria for precedent setting value. All legal opinions were discussed and our decision was reached after careful deliberations.**

**Your grievance meets our criteria for Central Grievance Arbitration.**

**OCHU will proceed on the Local's behalf upon receipt of the signed Agreement for Local Grievance Cost Sharing, attached hereto.**

**It is imperative that we receive the signed agreement at the earliest date possible.**

**If you have any questions, please feel free to contact me at any time.**

**Yours in solidarity,**

**OCHU First Vice-President**

**ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS**

**LOCAL #** \_\_\_\_\_ **CONTACT NAME** \_\_\_\_\_  
**PHONE #** \_\_\_\_\_  
**E MAIL** \_\_\_\_\_

<b>ACTION</b>	<b>TRACKING</b>
First contact with <b>OCHU 1<sup>st</sup> Vice-President or designate</b>	<b>Date:</b> <b>Name of Officer contacted:</b>
<b>Grievance form, fact sheet &amp; particulars</b>	<b>Date received:</b>
<b>Letter sent to local Notification of receipt of grievance information.</b>	<b>Date sent:</b>
<b>1<sup>st</sup> teleconference call to local to review information</b>	<b>Date call made:</b> _____ <b>Time of call:</b> _____ <b>Names of those on the call:</b>
<b>2<sup>nd</sup> teleconference call to local after conferring with legal department</b>	<b>Date call made:</b> _____ <b>Time of call:</b> _____ <b>Names of those on the call:</b>
<b>Recommendation to OCHU Board</b>	<b>Date recommendation taken to Board:</b>  <input type="checkbox"/> <b>Accepted - Grievance number assigned:</b> _____ <input type="checkbox"/> <b>Rejected</b>  <b>WHY :</b>
<b>Recommendation letter to local &amp; (if needed) Agreement form for local to sign</b>	<b>Date sent:</b>  <b>Date Agreement form received:</b>
<b>FINAL OUTCOME</b>  <input type="checkbox"/> <b>Successful</b>  <input type="checkbox"/> <b>Not Successful</b>	<b>Date of grievance award:</b>  <b>WHY:</b>

## ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS

- 10.2 BARGAINING COMMITTEE:  
The Bargaining Committee shall consist of the OCHU Executive. The President shall be the Chairperson of the Bargaining Committee. The Executive Committee shall ensure that the Bargaining Committee is provided with a specialized training course in Hospital Collective Bargaining prior to each round of negotiations.
- 10.3 SPECIAL COMMITTEES:  
Special Committees for a specified purpose and period may be established by the Delegates to an OCHU Convention. The members of such a Committee may be elected at the convention, or may, by specific direction of the Delegates, be appointed by the President or Executive Committee. The President or one member of the Executive Committee shall sit on any Special Committee as an ex-officio member.
- 10.4 REGISTRATION COMMITTEE:  
The Registration Committee shall be comprised of the OCHU Secretary-- Treasurer and Vice Presidents or delegates as required. The Committee shall register Delegates and guests and report to the First Vice-President.
- 10.5 All committees shall submit written reports and recommendations to the Executive Board, thirty (30) days prior to the Annual Convention.
- 10.6 No expenditure by any Committee shall be compensated for unless approved by the Executive Committee of OCHU.
- 10.7 The following committees will be considered Standing Committees:
- 10.7(i) R.P.N.  
Maintenance/Trades  
Health & Safety  
Long –Term Care  
And may be established at Convention or at the first Area meeting following Convention. The Chair will be decided at the first Committee Meeting.
- 10.7(ii) The Maintenance/Trades committee shall be composed of 7 areas as representatives, who shall be elected in area caucus at the biannual Convention at which the election of officers and committee representatives are regularly held.  
For Area 7, the maintenance/trades committee representative shall be elected at the Area meeting immediately preceding the OCHU Annual Convention in the even numbered years.

## ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS

### ARTICLE 11 - AMENDMENTS TO THE BY-LAWS:

- 11.1 The By-Laws may be amended at any OCHU Meeting by a two-thirds majority vote. Proposed amendments to the By Laws submitted by Area or Local Union, shall be signed by the Secretary and President of the member Local Union/Area and delivered (or postmarked) to the OCHU Secretary- Treasurer, not less than thirty (30) days prior to the meetings. The proposed amendments shall be circulated to all member Locals at least twenty-one (21) days prior to the meeting.
- 11.2 OCHU's By-Laws and amendments shall become effective only upon approval by the C.U.P.E. National President and the National Executive Board. The Secretary/Treasurer shall submit the amended By-Laws to the C.U.P.E National President within thirty (30) days of the Convention. The approved OCHU By-Laws and amendments shall be sent to the President and Recording Secretary of each affiliated Local within thirty (30) days of being approved.
- 11.3 In case of a late notice of Amendment under Section 11.1 of this Article, a two-thirds majority of the Delegates present shall be required in order to have the amendment considered by the Delegates. Late Amendments shall only be dealt with after all properly submitted amendments have been considered.
- 11.4 The OCHU Executive, Sub-Committees and Trustees of OCHU shall have the right to submit Motions, as well as By-Law amendments to the Convention floor.

### ARTICLE 12 - OBLIGATIONS OF OFFICERS:

“I, \_\_\_\_\_, promise that I will perform the duties of my office for the ensuing term, as prescribed in the Constitution and By-Laws of the Canadian Union of Public Employees, and of the Ontario Council of Hospital Unions. As an Officer of OCHU, I will at all times endeavor to promote the best interests of all members of the Ontario Council of Hospital Unions. I further promise that at the close of my official term of office, I will promptly deliver all monies, books, papers, or the other property of OCHU to my duly elected successor in office.”

### ARTICLE 13 - GENERAL:

- 13.1 In all matters not regulated by the By-Laws or the National Constitution, Bourinot's Rules of Order shall apply.

## ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS

- 13.2 When Executive Officers, Trustees, Committee Members or those on OCHU business approved by the Executive require a leave of absence from their regular employment to work on behalf of OCHU, upon arrival and on receipt of an expense voucher and appropriate documents, they shall be reimbursed by OCHU for all wages and benefits lost, and for normal expenses such as transportation, meals and accommodation. All Executive Officers, Trustees, Committee Members or those on OCHU business approved by the Executive must have prior permission from the Executive Committee before undertaking any duties on behalf of OCHU. Expense allowances shall be paid at the same rate as the national union. A day shall include travel time.

When overnight accommodation is required and meals are included in the rates, a \$15.00 allowance for incidentals shall be provided. Accommodation, parking and communications shall be paid by OCHU. Mileage shall be paid at the same rate as the National. The most economical carrier shall be used.

- 13.3 Nothing in these By-Laws shall prohibit Local Unions in each Area from establishing structures for the purpose of organizing communication or Local co-ordination.
- 13.4 Donations from outside of OCHU will be capped at \$100 (one hundred dollars) subject to approval by the OCHU Executive or OCHU delegates.
- 13.5 Any unbudgeted expenditures exceeding \$300 (three hundred dollars) shall be approved by the OCHU Executive prior to the expenditures being made.

### ARTICLE 14 - POLICY MATTERS AND RESOLUTIONS:

- 14.1 Any affiliated Local Union which wishes to bring a proposal, which it will be submitting to the OCHU convention, may submit such proposal in writing to the Secretary Treasurer of OCHU, signed by the President and Secretary of the Local Union, not less than one week prior to the OCHU meeting. The Secretary-Treasurer will distribute such proposal to all Affiliates prior to the OCHU meeting (by mail, if time permits, otherwise by inclusion in the kit prepared for the OCHU meeting).
- 14.2 Motions presented at OCHU Meetings shall be submitted in writing by the mover, to the Secretary-Treasurer.

## ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS

- 143 All suggestions, proposals or concerns of Local Unions may be submitted to the Secretary-Treasurer of OCHU at any time. The OCHU Executive Board shall give consideration and reply to all such correspondence from Local Unions promptly.
- 144 All bargaining proposals brought forth by the OCHU Executive must be presented by the area Vice-President to each area no later than two (2) weeks prior to any bargaining conference or meeting in which bargaining priority proposals will be voted on by the membership.

### ARTICLE 15 - ORDER OF BUSINESS:

- (1) Roll Call of Officers
- (2) Reading of Minutes of Previous Meeting(s)
- (3) Matters Arising out of the Minutes
- (4) Executive Officers' Reports
- (5) Co-ordinator's Report
- (6) Correspondence
- (7) Report of Committees
- (8) Trustees' Report
- (9) Unfinished Business
- (10) New Business
- (11) Good and Welfare
- (12) Nominations and Elections
- (13) Adjournment



# ONTARIO COUNCIL OF HOSPITAL UNIONS/CUPE: BY-LAWS

## APPENDIX OF AREAS:

- AREA "1" WESTERN
- "2" HAMILTON-NIAGARA
- "3" GREATER TORONTO AREA
- "4" CENTRAL
- "5" EASTERN
- "6" NORTHEASTERN
- "7" NORTHWESTERN