

ASHCROFT INDIAN BAND COMPLAINTS POLICY

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ASHCROFT INDIAN BAND

COMPLAINTS POLICY

1. PURPOSE OF THE POLICY

1.1 **Purpose:** The purposes of this Complaints Policy are to:

- (a) establish a process by which complaints about the provision of services by the Band to the members of the Band community can be brought forward and resolved in a respectful, transparent, constructive, consistent, systematic and fair manner;
- (b) have all Band Personnel and all members of the Band community take responsibility for ensuring the community is a safe, healthy and welcoming place to live and work;
- (c) remove bullying, defamatory, discriminatory, harassing and malicious statements from the complaint resolution process within the Band community;
- (d) create a code of conduct for all Band Personnel and members of the Band community, and a progressive discipline process to and including loss of membership in the Band, for Band Members who breach the code of conduct; and
- (e) have the principles of restorative justice set out in section 5.12 guide the complaint resolution process.

2 APPLICATION OF THE POLICY

2.1 **Application:** This Policy applies to:

- (a) members of the Band community having a complaint either:
 - (i) against any Band Personnel;
 - (ii) about the provision of any services by the Band;
 - (iii) about Chief and Council operations or any Council Member; or
 - (iv) about any Band owned business; and
- (b) any Band Personnel having a complaint against any member of the Band community; provided in any case that the complaint is about any work related function of Band Personnel.

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2.2 Policy does not Apply: This Policy does not apply to:

- (a) any companies, societies or businesses, which are not Band owned businesses;
- (b) the independent contractors of the Band;
- (c) any employees who are not the direct responsibility of either:
 - (i) the Band administration; or
 - (ii) any Band owned business; or
- (d) disputes between members of the Band community, not involving Band Personnel in a work related function.

2.3 Existing Dispute Resolution Process: This Policy does not apply where there is an existing dispute resolution process under:

- (a) the Housing Policy, which governs the process where:
 - (i) any tenant of Band owned rental housing or applicant for such housing, believes that policy is not being applied fairly, reasonably or justly; or
 - (ii) a complaint is made about the tenant of Band owned rental housing;
- (b) the Membership Code, which governs the process for a protest or an appeal of the decision of the Membership Coordinator, to add, refuse to add, or remove the name of a person from the Membership List;
- (c) any other dispute resolution process adopted by a Band bylaw, policy or procedure in force from time to time, dealing with a specific type of dispute; or
- (d) the *First Nations Elections Act* of Canada, for contesting the election of any Council Member.

2.4 Liability for Band Owned Businesses: The Band has structured its business affairs so that it is not legally liable for the operations of any Band owned businesses. Each of these businesses:

- (a) is a separate legal entity from the Band; and
- (b) has legal liability to employees, independent contractors, and all the persons it does business with, for the debts and obligations of that business.

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The Band does not by this Policy assume any legal liability to any employees, independent contractors, or persons business is conducted with, by any Band owned business.

3 DEFINITIONS AND INTERPRETATION

3.1 Definitions: For the purposes of this Policy:

- (a) **“Administration Office”** means the Band administration office, located at 414 Cornwall Road, Ashcroft Indian Reserve No. 4, PO Box 440, Ashcroft, BC V0K 1A0.
- (b) **“ADRBC”** shall mean the ADR Institute of BC, Suite 300-1275 West 6th Ave, Vancouver, BC V6H 1A6, Phone (604) 736-6614.
- (c) **“Appeal”** means an appeal in the form of Appendix B to this Policy, of the decision of the Arbitrator on a Complaint, filed by any party to the arbitration, under Article 11 of this Policy.
- (d) **“Appellant”** means any party to the arbitration, who files under Article 11 of this Policy, an Appeal of the decision made by the Arbitrator under Article 10 on a complaint.
- (e) **“Arbitrator”** means the person who hears and decides a Complaint under Article 10 of this Policy.
- (f) **“Band”** means the Ashcroft Indian Band.
- (g) **“Band bylaw, policy or procedure”** means any duly enacted or adopted bylaw, policy, procedure, regulation, manual, or law of the Band.
- (h) **“Band Manager”** means the person appointed by Chief and Council to manage Band operations.
- (i) **“Band owned business”** means:
 - (i) Ashcroft Indian Band Development LLP;
 - (ii) Ashcroft Band Development Corporation;
 - (iii) River Valley High LLP; and

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- (iv) any other companies, societies or businesses, solely owned and operated by the Band, from time to time.
- (j) “**broad consensus**” means a consensus or agreement among the General Band Membership either for or against a matter, determined in accordance with the custom of the Band.
- (k) “**bullying statement**” means any verbal or written statement intended to socially degrade the victim.
- (l) “**Canadian Charter of Rights and Freedoms**” means the *Canadian Charter of Rights and Freedoms*, being Schedule B to the *Constitution Act, 1982*, as amended or replaced from time to time.
- (m) “**Chief**” means the member of Chief and Council who oversees Chief and Council meetings and is the primary community and political representative of the Band.
- (n) “**Chief and Council**” means the council established or chosen by the Band from time to time, consisting of a chief and councillors, exercising legal authority as the governing body of the Band.
- (o) “**Code of Conduct**” has the meaning set out in section 4.1.
- (p) “**Complainant**” means the member of the Band community or of the Band Personnel who files a Complaint with the Band Manager under Article 7 of this Policy.
- (q) “**Complaint**” means a duly completed Complaint Form and all supporting documents filed at the same time with the Band Manager under Article 7 of this Policy.
- (r) “**Complaint Form**” means the complaint in the form of Appendix A to this Policy, to be completed by or on behalf of a person who wishes to file a Complaint under Article 7 of this Policy.
- (s) “**confidential information**” means information that could possibly harm the interests of individuals or the Band if disclosed to persons not authorized by Band bylaws, policies or procedures to access that information.
- (t) “**conflict of interest**” means any situation where the private interest of any Personnel may conflict with the duty of that person to the Band.

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- (u) **"Constitution Act, 1982"** means the *Constitution Act, 1982* of Canada, as amended or replaced from time to time.
- (v) **"Council Member"** means any of the Chief or councillors of the Band.
- (w) **"Council Resolution"** means a resolution consented to by Chief and Council at a meeting duly convened and held, which resolution is then recorded in writing and signed by a quorum of Council Members.
- (x) **"Court"** means the BC Supreme Court, which hears and decides any Appeal filed under Article 11 of this Code.
- (y) **"defamatory statement"** means any verbal or written statement attacking the reputation of any person by a false or malicious claim.
- (z) **"Defendant"** means the person complained about in a Complaint.
- (aa) **"Defense"** means the written reply by the Defendant to the Complaint, signed and dated, setting out the facts known to the Defendant about the Complaint.
- (bb) **"discriminatory statement"** means any verbal or written statement conveying discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered; provided that where the ground of discrimination is pregnancy or child-birth, the discrimination shall be deemed to be on the ground of sex.
- (cc) **"Effective Date"** means the date on which this Policy is brought into legal effect under section 15.1.
- (dd) **"General Band Membership"** means all persons whose names appear on the Membership List maintained by the Band, or who are entitled under the Membership Code to have their names appear on that list, and who are 18 years of age or older.
- (ee) **"General Band Meeting"** means a meeting of the General Band Membership convened by Chief and Council.
- (ff) **"good faith"** means having a reasonable basis for believing one is doing the right thing at the relevant time.

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- (gg) **“harassing statement”** means any verbal or written statement which conveys an intention to disturb or upset the victim, and can be, but need not be repetitive.
- (hh) **“Hearsay”** means evidence which is a repetition of what others have heard or seen, rather than based on the personal knowledge or observation of the witness.
- (ii) **“Housing Policy”** means the Housing Policy of the Band, as amended or replaced from time to time.
- (jj) **“Indian Act”** means the *Indian Act* of Canada and any regulations made pursuant to it, all as amended or replaced from time to time.
- (kk) **“Investigator”** means the person having conduct of the investigation of a Complaint pursuant to section 8.3.
- (ll) **“ISC”** means the Department of Indigenous Services Canada of the federal government, formerly Aboriginal Affairs and Northern Development Canada, and formerly Indian and Northern Affairs Canada.
- (mm) **“malicious statement”** means any verbal or written false statement made purposely to injure another, and can include the repetition of a rumour.
- (nn) **“Member”** means a person whose name appears in the Membership List, or who is entitled under the Membership Code to have his or her name appear in that list.
- (oo) **“Membership Code”** means the Membership Code of the Band, when brought into effect by the Band, and as amended or replaced from time to time.
- (pp) **“Membership Coordinator”** means the Band employee, acting under the direction of the Band Manager, responsible for administering on a day to day basis, the Membership List, the Membership Code, and the membership programs and services of the Band.
- (qq) **“Membership List”** means the list of the names of the Band Members, kept by the Membership Coordinator.
- (rr) **“members of the Band community”** includes:
 - (i) all Band Members; and

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- (ii) any Non-Member receiving services of any kind from the Band, provided that he or she either resides on, is employed on or carries on business on any reserve lands of the Band.
- (ss) **"Nlaka'pamux Nation"** means the indigenous people of North America known as the Nlaka'pamux Nation, of which the Band is part.
- (tt) **"Non-Member"** means a person who is not a Member of the Band.
- (uu) **"Personnel"** means:
 - (i) the employees working for the Band or any Band owned business, and whether full time, part time, on fixed term or month to month contracts, on a temporary basis, or as casual relief;
 - (ii) all members of Chief and Council; and
 - (iii) all members of the governing body of any Band owned business;
 but does not include:
 - (iv) either employees or members of the governing body, of any companies, societies or businesses which are not Band owned businesses;
 - (v) independent contractors of the Band; or
 - (vi) any employees who are not the direct responsibility of either:
 - (A) the Band administration; or
 - (B) any Band owned business.
- (vv) **"Policy"** means this Complaints Policy.
- (ww) **"traditional territory"** means that portion of the traditional territory of the Nlaka'pamux Nation which the Band administers.

3.2 **Respectful Communication:** The terms "bullying statement" and "harassing statement" do not include:

- (a) expressing differences of opinion;

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- (b) offering constructive feedback, guidance or work-related advice about behavior; or
- (c) managing, administering or supervising Personnel;

in a respectful manner.

- 3.3 **Amendment and Replacement of Laws:** Reference to any Band bylaw, policy or procedure includes that item as amended or replaced from time to time.
- 3.4 **Amendments to Policy:** This Policy may be amended, revoked or replaced, either in whole or in part, by Chief and Council, following consultation with the General Band Membership.
- 3.5 **Headings:** Headings inserted in this Policy are for convenience of reference only, and in no way define, limit or enlarge the scope or meaning of this Policy or any provision.
- 3.6 **Issuing Authority:** This Policy is issued under the authority of the Chief and Council of the Band, following consultation with the General Band Membership.

4 **CODE OF CONDUCT**

- 4.1 **Code of Conduct:** The following code of conduct (the “**Code of Conduct**”) shall apply to all Personnel and all Members. Each of these persons is responsible:
 - (a) to act at all times with dignity and respect for:
 - (i) Chief and Council, the Band administration, all other Personnel and all other members of the Band community;
 - (ii) the culture, traditions and customs of the Band;
 - (iii) the elders of the Band;
 - (iv) the youth of the Band;
 - (v) the reserve lands and environment of the Band, including all Band buildings, improvements, roads, works, infrastructure, sports facilities, agricultural areas and other Band property and equipment located on reserve;
 - (vi) all Band owned businesses;
 - (vii) each person’s own land and other property, including any house or other property rented from the Band;

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- (viii) the land and property of others; and
 - (ix) the traditional territory, including Band protocols for hunting, fishing, trapping, gathering of herbs and medicines and other traditional uses of those lands;
- (b) to participate constructively in the governance, business and affairs of the Band by:
 - (i) offering support, advice, constructive criticism, respectful disagreement, suggestions or questions to Chief and Council or the Band administration at a General Band Meeting, through the Band website, by e-mail or letter, by telephone or in person meeting at the Administration Office;
 - (ii) providing input to the Band, prior to approval of Band bylaws, policies or procedures by Chief and Council;
 - (iii) voting, if a Member, in elections for Chief and Council, or on a referendum or other matter requiring approval of the General Band Membership;
 - (iv) keeping the Administration Office informed as to his or her current mailing address, phone numbers, and e-mail address; and
 - (v) recognizing that the Members:
 - (A) generally have only an advisory function to Chief and Council, which has the final decision making authority; and
 - (B) do not have the legal authority of Chief and Council or the Band administration, and should not attempt to do the work of either;
- (c) to stay informed about Band business, bylaws, policies and procedures by regularly reviewing the Band website, newsletters, e-mails, and other correspondence from the Band;
- (d) to, if a Member, attend General Band Meetings;
- (e) to avoid criminal conduct, violence, destruction of property, theft, drug or substance abuse, child abuse or threatening behavior;
- (f) to be in good financial standing with the Band, having paid all outstanding debts owed to the Band;

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- (g) to ensure that information or documents which are received in confidence from the Band, dealing with Band business, remain confidential;
- (h) to act honestly and in good faith in all dealings with Personnel or members of the Band community;
- (i) to not provide false or misleading information to Personnel or any members of the Band community;
- (j) to avoid any bullying, defamatory, discriminatory, harassing or malicious statements, in any form of communication with Personnel or members of the Band community, or in any social media commentary about Personnel or members of the Band community;
- (k) to avoid causing harm to any Personnel or members of the Band community by:
 - (i) promoting individual entitlement to scarce Band resources, rather than finding ways to make a constructive contribution to the Band, its community life and resources; or
 - (ii) spreading complaints, destructive criticism, rumours, lies, half truths, gossip or innuendo, amongst the Personnel, members of the Band community, ISC or other government departments, the news media, or to persons outside the Band community, without first checking the facts with the Personnel or members of the Band community involved; and
- (l) to not by act or omission actually or potentially cause substantial injury, loss or damage to any Personnel, any members of the Band community, or the Band itself.

All Personnel have the additional responsibility of conducting themselves in a professional manner at all times.

- 4.2 **Honouring the Code of Conduct:** All Members and Personnel acknowledge the responsibility of each to honour and uphold the Code of Conduct as the foundation of the efforts of the Band to heal itself, while lifting itself out of severely disadvantaged historical and socio-economic circumstances.
- 4.3 **Breaches of the Code of Conduct:** The Band is a small community, and as such any breaches of the Code of Conduct tend to have an outsize impact, and not just on those persons directly involved, but on the whole community. Breaches of the Code of Conduct will for this reason be taken very seriously, with full accountability for the persons involved, by means of the processes set out in this Policy. Accountability under this Policy includes progressive discipline of any Members involved, to and including loss of Band membership.

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- 4.4 **Prior Conduct:** Conduct of a Member in breach of the Code of Conduct, which occurred before this Policy is brought into legal effect, may be considered as part of a pattern of disruptive conduct towards, or abuse by that Member of either the Personnel or any members of the Band community. Any such pattern of prior breaches may be considered only in relation to any breach of the Code of Conduct occurring after this Policy is brought into legal effect. The prior breaches can be considered for the purpose of determining whether the Member committed the breach in issue. No Member shall be disciplined for breaches of the Code of Conduct occurring before this Policy is brought into legal effect.
- 4.5 **Progressive Discipline:** Any Band Member who, following written notice from the Band Manager, and an opportunity to be heard before Chief and Council, is found by Chief and Council to be in breach of the Code of Conduct, will be subject to progressive discipline by Chief and Council, including the following steps:
- (a) a written warning outlining the circumstances of the breach, and the corrective behavior required in the 90 day period following delivery to the Member of the warning;
 - (b) being required to apologize in writing to any person affected by the breach, within a specified time period, with a copy of the apology to be provided to the Band Manager;
 - (c) being required to apologize to any person affected by the breach, at the next General Band Meeting;
 - (d) following a written protocol on communication and access by that Member to any Personnel, the Administration Office, or any other Band services and facilities, on terms and conditions to be specified by Chief and Council, for a length of time not exceeding six months;
 - (e) being required to perform a specified number of hours of service for any person affected by the breach, for specified members of the Band community, or for the Band, within a length of time not exceeding six months;
 - (f) being required to take a course of training or counselling at his or her own expense, within a length of time not exceeding six months;
 - (g) the suspension for a length of time not exceeding six months, of any or all of the following rights of Band membership:
 - (i) attendance at Chief and Council meetings, General Band Meetings, or any other assemblies, meetings, functions, celebrations or activities involving some or all of the General Band Membership;

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- (ii) attendance at the Administration Office, the Band ball diamonds, or any other facility, building or improvement of the Band located on the reserve lands of the Band; or
 - (iii) attendance at any one or more Band owned businesses;
- (h) the Band beginning a Complaint process under Article 6 against that Member, with a view to having the name of that Member removed from the Membership List, or obtaining another remedy against that Member under section 10.9, following investigation and arbitration of the Complaint;
- (i) doing whatever else is reasonably determined by Chief and Council as being required for the purpose of the restorative justice principles set out in section 5.12; or
- (j) the making of any other order, direction, declaration or record necessary in the discretion of Chief and Council to fairly and justly dispose of the breach of the Code of Conduct.

4.6 **Increasing Order of Responsibility:** The steps for progressive discipline are listed in subsections 4.5 (a) to (h) in increasing order of reprimand, to allow Chief and Council to clearly establish for the Member in question the lack of personal responsibility demonstrated by that Member to any Personnel, any other members of the Band community, or the Band itself, by his or her breach of the Code of Conduct.

4.7 **Grouping the Steps:** Any one or more of the progressive discipline steps in:

- (a) subsections 4.5(a) to (c) may be applied in any combination by Chief and Council, to a first breach by that Member of the Code of Conduct, potentially negatively affecting any Personnel, any members of the Band community, or the Band itself;
- (b) subsections 4.5(d) to (f) may be applied in any combination by Chief and Council, to either:
 - (i) a second breach by that Member of the Code of Conduct, potentially negatively affecting any Personnel, any members of the Band community, or the Band itself; or
 - (ii) any breach by that Member of the Code of Conduct, negatively affecting any Personnel, any members of the Band community, or the Band itself;
- (c) subsection 4.5(g) may be applied in any combination by Chief and Council, to either:

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- (i) a third breach by that Member of the Code of Conduct, potentially negatively affecting any Personnel, any members of the Band community, or the Band itself; or
 - (ii) any breach by that Member of the Code of Conduct, which potentially causes any injury, loss or damage to any Personnel, any members of the Band community, or the Band itself;
 - (d) subsection 4.5(h) may be applied by Chief and Council, to:
 - (i) a fourth breach by a Member of the Code of Conduct, potentially negatively affecting any Personnel, any members of the Band community, or the Band itself;
 - (ii) any repeated failure by a Member to comply with the progressive discipline process of the Band set out in this Article; or
 - (iii) any breach by a Member of the Code of Conduct, which actually or potentially causes substantial injury, loss or damage to any Personnel, any members of the Band community, or the Band itself; and
 - (e) either of both of subsections 4.5(i) or (j) may be applied by Chief and Council in combination with any of the other progressive discipline steps in subsections 4.5(a) to (h).
- 4.8 **Going to the Correct Step:** Chief and Council may, despite section 4.7, immediately go to whichever progressive discipline step is warranted in the circumstances of the particular breach by a Member of the Code of Conduct, including beginning a Complaint process under Article 6 against that Member with a view to having the name of that Member removed from the Membership List. Except for removal of the name of that Member from the Membership List, any of the progressive discipline steps may be repeated more than once. Even a first time serious breach of the Code of Conduct may result in severe consequences, including loss of membership in the Band.
- 4.9 **Written Notice:** Chief and Council shall give the Member subject to the progressive discipline process outlined in this Article, written notice of its decision together with a brief written statement of its reasons.
- 4.10 **Matters Excluded from Progressive Discipline:** Progressive discipline of a Member by Chief and Council shall not include depriving the Member in question of any of the following fundamental rights of Band membership:

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- (a) the right of that Member to occupy, use, reside on or otherwise exercise any rights, either on reserve lands of the Band or within the traditional territories;
- (b) the right of that Member to access health, education, housing, income assistance, social development or other services available to all Members of the Band through the Administration Office;
- (c) providing input to Chief and Council on any matter on which Chief and Council must consult with the General Band Membership; or
- (d) voting in elections for Chief and Council, or on a referendum or other matter requiring approval of the General Band Membership.

These fundamental rights of membership could, however, all be lost by the Member in question if a Complaint is filed against that Member by the Band under Articles 6 and 7 of this Policy, which proceeds through an investigation under Article 9, to arbitration under Article 10, and the Arbitrator orders under subsection 10.9(h) that the name of that Member be removed from the Membership List of the Band.

- 4.11 **Personnel Breaching the Code of Conduct:** Any breach of the Code of Conduct by any Personnel will be dealt with as a discipline issue under his or her office or employment with the Band or a Band owned business, as the case may be. Any of the Personnel who is also a Member, could accordingly lose both his office or employment, and his or her membership in the Band, for breaching the Code of Conduct.
- 4.12 **Other Persons Breaching the Code of Conduct:** Non-Members who are not Personnel, are not subject to the Code of Conduct.

5 PRINCIPLES

- 5.1 **Laws Applicable:** All Personnel and members of the Band community must follow, and all Complaints are subject to, all laws of general application, and all the Band bylaws, policies and procedures.
- 5.2 **Governance Authority:** Chief and Council has overall governance authority for the Band. The governing body of each Band owned business has governing authority for it.
- 5.3 **Accountability of Employees:** Each employee is accountable to his or her supervisor, individual supervisors are accountable to department managers, and department managers are accountable to:
 - (a) the Band Manager, in the case of employees of the Band; and

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- (b) the manager of the Band owned business, in the case of employees of that business.
- 5.4 **Accountability of Senior Management:** The Band Manager is accountable to Chief and Council, the manager of each Band owned business is accountable to the governing body of that business, and the governing body each Band owned business is accountable to Chief and Council.
- 5.5 **Freedoms Protected:** The freedoms of self expression and of constructive criticism about the Band governance processes are to be protected, to the extent that these freedoms do not infringe upon either:
 - (a) the legal rights of the Band, any Band owned business, any Personnel or any members of the Band community; or
 - (b) the bylaws, policies and procedures of the Band.
- 5.6 **Reviewing Band Records:** Any Member may by making an appointment in advance with the Band Manager, review the following at the Administration Office during business hours for that office:
 - (a) any Band bylaw, policy or procedure;
 - (b) the Band financial statements for each of the last three completed fiscal years; or
 - (c) the Membership List.
- 5.7 **Attracting Personnel:** If the Band is to continue to attract the most capable Personnel, then it must protect them from bullying, defamatory, discriminatory, harassing and malicious statements by members of the Band community.
- 5.8 **Confidential Information:** Confidential information about the Complainant, Defendant, any other parties to a Complaint, any witnesses, the Complaint and the Defense, will only be disclosed as necessary to complete the investigation, arbitration and other processes for the Complaint, outlined in this Policy.
- 5.9 **Legal Advice:** The Band Manager will consult with Chief and Council about legal costs, prior to obtaining legal advice upon the Complaint or any matter dealing with its resolution.
- 5.10 **Legal Rights Preserved:** Any Complaint refused under section 8.2 may subject the Complainant to:

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- (a) legal action by the Band if the legal rights of the Band or any of its Personnel have been contravened by the Complaint; or
 - (b) discipline under this Policy or any applicable Band bylaws, policies or procedures.
- 5.11 **No Retaliation:** There will be no discipline of or retaliation against any person filing a Complaint which complies with this Policy, subject to section 5.10.
- 5.12 **Restorative Justice:** Rather than punishment and the application of legal principles, the resolution of any Complaint will focus on the following principles of restorative justice:
 - (a) Victims will be encouraged take an active role in the process;
 - (b) Offenders will be encouraged to take responsibility for their actions to repair and heal the harm they have done;
 - (c) The personal needs of both victims and offenders will be addressed;
 - (d) Offenders will be assisted to avoid future offences;
 - (e) Dialogue will be encouraged between victim and offender, where possible, to increase victim satisfaction and offender accountability; and
 - (f) Resolutions will be sought which promote repair, reconciliation and rebuilding of relationships, and the safety and dignity of offenders and victims.
- 5.13 **Trauma:** The Investigator will suggest to any one reporting being traumatized either by the incident that gave rise to the Complaint, or by the Complaint resolution process, that:
 - (a) the physician of the person reporting trauma, be consulted for treatment or referral; and
 - (b) the Band Manager can arrange for counseling support within the Band administration for the person reporting trauma.
- 5.14 **Risks:** The Band Manager will report to Chief and Council, or the governing body of the relevant Band owned business, as the case may be, all reasonable steps to be taken to reduce or eliminate:
 - (a) any risks to the Band, any Band owned business, any Personnel or any members of the Band community, identified by a Complaint; and

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- (b) the risk of the circumstances giving rise to the Complaint occurring again.

5.15 **Conflict of Interest:** If the Band Manager is in a conflict of interest in respect of any Complaint filed under this Code, any other employee of the Band designated by the Band Manager, following consultation with Chief and Council, may act in the place of the Band Manager, for any purpose under this Policy, including as the Investigator of a Complaint under subsection 8.3(a). This section is to be read together with any Band bylaws, policies or procedures dealing with conflicts of interest.

6 COMPLAINTS BY THE BAND PERSONNEL

6.1 **Changes to Policy for Complaints by the Band Personnel:** This Policy though primarily addressing Complaints by members of the Band community about the Band Personnel or the provision of services by the Band, will be followed, to address a Complaint filed by any of the Personnel under section 7.3 against a member of the Band community, for any work related function of the Personnel. Any such Complaint by any Personnel will proceed with any necessary changes in points of detail in this Policy.

6.2 **Internal Review of Complaint of the Band Personnel:** For any Complaint filed by any of the Band Personnel under section 7.3 against a member of the Band community, the Band Manager shall determine:

- (a) if there are informal approaches that could first be taken to resolve the Complaint;
- (b) if there are any Band bylaws, policies or procedures applicable which may resolve the Complaint;
- (c) if there is any potential legal liability created for the Band if the Complaint proceeds as a Complaint of the Band as a whole, against a member of the Band community;
- (d) whether there are any political, legal or administrative reasons why the Complaint should not proceed; and
- (e) whether the Complaint will be allowed to go forward on behalf of the whole Band, in which case Chief and Council approval is required.

Only when this internal review by the Band Manager of the Complaint is concluded and Chief and Council approval obtained, will the Complaint be finalized, and forwarded to the Defendant member of the Band community, with the Band as a whole, as the Complainant. The balance of the process under this Policy can then proceed. Any Complaint filed by any of the Personnel under section 7.3, shall not proceed against a member of the Band community, except as the Complaint of the Band as a whole, and only once approved by Chief and Council.

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7 FILING A COMPLAINT

- 7.1 **Prior to Filing a Complaint:** Prior to filing a Complaint under this Policy, the individuals involved are expected to advise each of the Personnel or members of the Band community involved of the dispute, and to make reasonable efforts to resolve the dispute directly with the other individuals involved.
- 7.2 **Complaint by Member of the Band Community:** Any member of the Band community wishing to file a Complaint under this Policy against any of the Personnel, shall:
- (a) complete all required fields in the Complaint Form; and
 - (b) file with the Band Manager, within 30 days of the incident being complained about, the signed and dated Complaint Form, identifying the Personnel complained about and attaching any witness statements, also signed and dated, and documents or other evidence.
- 7.3 **Complaint by Band Personnel:** Any of the Band Personnel wishing to file a Complaint under this Policy against a member of the Band community, shall:
- (a) complete all required fields in the Complaint Form; and
 - (b) file with the Band Manager, within 30 days of the incident being complained about, the signed and dated Complaint Form, identifying the member of the Band community complained about and attaching any witness statements, also signed and dated, and documents or other evidence.

8 RECEIPT BY THE BAND OF A COMPLAINT

- 8.1 **Entry in the Band Filing System:** The Complaint upon being filed with the Band Manager in accordance with Article 7, shall be dated stamped and entered in the Band filing system.
- 8.2 **Refusal of Complaint:** The following Complaints will be refused by the Band Manager for processing under this Policy:
- (a) Any Complaint which is not:
 - (i) about a work related function of the Personnel; and
 - (ii) based on facts, documented evidence or eyewitness statements; or

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- (b) Any Complaint which contains:
- (i) a bullying, defamatory, discriminatory, harassing or malicious statement;
 - (ii) personal bias, suspicion, unproven allegations, opinions that cannot be properly verified, rumours or Hearsay;
 - (iii) a claim which is trivial, so that its resolution would be only of limited current relevance;
 - (iv) a claim which on its face is made in retaliation for a prior decision by any Personnel;
 - (v) a claim made about the private life of any of the Personnel, not relevant to his or her functioning effectively in his or her position;
 - (vi) a claim made about an historical matter, or any other matter where the passage of time makes an accurate determination of the facts difficult, expensive, or of limited current relevance;
 - (vii) a claim for which the facts are not currently available, and for which any investigation would therefore have no point;
 - (viii) a claim about a decision by Chief and Council, or the governing body of any Band owned business, and for which the appropriate remedy is a written submission or in person presentation to that body asking that body to reconsider the matter;
 - (ix) a claim about a decision by an employee who is one of the Personnel, and for which the appropriate remedy is a written submission or in person presentation to the employee, and his or her supervisor and department manager to ask them to reconsider the matter;
 - (x) a claim which on its face is the product of an alcohol, drug or other addiction;
 - (xi) a claim which is the same or substantially the same as another Complaint or claim that has already been the subject of an investigation or inquiry by the Band, so that there is nothing further to be determined;

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- (xii) a claim which is dealt with by an existing Band dispute resolution process listed in section 2.3; or
- (xiii) a claim involving criminal activity, child protection or elder abuse issues.

Any such Complaints will be returned to the Complainant, marked "Refused", with a letter to the Complainant from the Band Manager explaining the reason for the refusal.

8.3 Investigator: If the Defendant in a Complaint is:

(a) either:

- (i) any employee of the Band other than the Band Manager; or
- (ii) any employee of any Band owned business;

then the Band Manager shall act as the "**Investigator**" having conduct of the investigation of the Complaint; or

(b) either:

- (i) any of the Band Manager or other Personnel, excluding any other employee of the Band or a Band owned business; or
- (ii) a member of the Band community, where the Complaint by any of the Personnel has been approved by Chief and Council under section 6.2 to proceed against that member of the Band community, as the Complaint of the Band as a whole;

then an independent third party neutral shall act as the "**Investigator**" having conduct of the investigation of the Complaint.

Chief and Council may however, following consultation with the Band Manager, direct that the Investigator of any Complaint referred to in subsection (a) shall be an independent third party neutral, rather than the Band Manager.

8.4 Investigator is also Arbitrator: Any person who is the Investigator of the Complaint pursuant to section 8.3, shall also be the Arbitrator of that Complaint under section 9.15 and Article 10, if the Complaint is not settled at the conclusion of the Investigation. This section is subject to section 10.2.

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- 8.5 **Appointment of Third Party Neutral as Investigator and Arbitrator:** Where pursuant to sections 8.3 and 8.4, an independent third party neutral shall be the Investigator and Arbitrator, the Band Manager shall request ARDBC to make the appropriate appointment, and the decision of ARDBC shall be final and binding and not subject to appeal or judicial review.
- 8.6 **Costs of Investigator:** The costs of any third party neutral appointed as Investigator and Arbitrator shall for the investigation stage, be paid by the Band. The Complainant and Defendant shall each bear his or her own costs of representation to the Investigator, in the investigation stage.
- 8.7 **Notice to Complainant and Defendant:** Once the Complaint has been accepted by the Band Manager for processing under this Policy, and the person who shall act as the Investigator has been determined, the Band Manager shall forward a letter to the Complainant and Defendant, advising who is the Investigator, and that the Investigator will also act as Arbitrator if the Complaint is not settled at the conclusion of the investigation.
- 8.8 **Beginning the Investigation:** To begin the investigation, the Investigator:
- (a) provides a copy of the Complaint, with a letter to the Defendant advising the Defendant that the Defense is required within 30 days of the date of the letter, that the Investigator will be in further contact regarding any other information or documentation required, and advising that the Defendant is to have no communication with anyone about the Complaint except as advised by the Investigator;
 - (b) advises all Personnel in writing, that a Complaint has been received about the Defendant the nature of which is confidential, that the investigation of the Complaint is going forward under this Policy, that Personnel are not to approach or communicate with the Defendant or the Complainant in any way about the Complaint, that Personnel are not to prejudge, speculate, gossip or spread rumours about the Complaint, and that those Personnel who are relevant to the investigation will be interviewed by the Investigator, at a later date; and
 - (c) sends a letter to the Complainant advising that the Complaint has been accepted for investigation, that the Investigator will be in further contact regarding any other information or documentation required, and that the Complainant is to have no communication with anyone about the Complaint except as advised by the Investigator.
- 8.9 **Canadian Charter of Rights and Freedoms:** As neither the Investigator nor the Arbitrator has the jurisdiction to determine any issues raised in the Complaint under the *Canadian Charter of Rights and Freedoms*, these may be considered only on Appeal of the decision made by the Arbitrator on the Complaint.

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9 INVESTIGATION OF THE COMPLAINT

- 9.1 **Contact with Complainant and Defendant:** To preserve the integrity of the investigation process, the only person within the Band or Band owned business, as the case may be, who shall talk to, interview, correspond with, or follow up in any way with the Complainant or the Defendant about the Complaint is the Investigator. All other Personnel and members of the Band community are forbidden from doing so.
- 9.2 **Interviews:** The Investigator shall interview in person, the Complainant, Defendant, and any witnesses, each separately from the others.
- 9.3 **Purposes of Investigation:** The purposes of the investigation of the Complaint will be to determine:
- (a) what evidence exists, based on first hand observation and not Hearsay, of the facts giving rise to the Complaint;
 - (b) whether the Complaint is justified;
 - (c) if there is a factual basis to the Complaint, and if the Complaint is justified, how to set the matter right between the Complainant and the Defendant following the restorative justice principles set out in section 5.12;
 - (d) what responsibility the Band has, if any, for the Complaint, and if so, how to set the matter right between the Complainant and the Band following the restorative justice principles set out in section 5.12;
 - (e) whether the Complainant or Defendant will be subject to a discipline process under this Policy by the Band, as a result of the Complaint;
 - (f) what adjustments should be made to the Band bylaws, policies, and procedures to minimize:
 - (i) any risks to the Band, any Band owned business, any Personnel or any members of the Band community, identified by the Complaint; and
 - (ii) the risk of the circumstances giving rise to the Complaint occurring again.
- 9.4 **Onus of Proof:** The onus of establishing the grounds of a Complaint under this Policy lies on the Complainant, on a balance of probabilities.

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9.5 **Respectful Language by Complainant:** The Complainant shall at all times use respectful language in describing to the Investigator the events that triggered the Complaint, focusing strictly on the facts as personally observed, provided that if the Complainant makes a bullying, defamatory, discriminatory, harassing or malicious statement after being verbally warned by the Investigator, the Investigator shall terminate the investigation, and advise the Complainant, the Defendant and any witnesses by letter, of the termination of the investigation and the reason.

9.6 **Co-operation with Investigation:** The Complainant and Defendant shall co-operate fully with the investigation of the Complaint by the Investigator, including:

- (a) answering all questions fully, completely, honestly and directly when asked;
- (b) providing any documents requested;
- (c) assisting with all follow up to be made with any witnesses; and
- (d) complying with any other reasonable request of the Investigator;

provided that if:

- (e) the Complainant does not co-operate after being verbally warned by the Investigator, the Investigator shall terminate the investigation, and advise the Complainant, the Defendant and any witnesses by letter, of the termination of the investigation and the reason; and
- (f) the Defendant does not co-operate after being verbally warned by the Investigator, the Investigator shall conclude the investigation of the Complaint without any further involvement of the Defendant, the non co-operation by the Defendant shall be dealt with as a discipline process under this Policy, and the Complainant and Defendant shall be advised to that effect by letter from the Investigator.

9.7 **Reasonable Opportunity for Complainant and Defendant:** The Investigator is to be satisfied that:

- (a) the Defendant has had a reasonable opportunity to provide a written Defense to the Complaint, produce any witnesses and witness statements, provide written or verbal answers to all question about the Complaint, and to provide any relevant documents, to the Investigator; and
- (b) the Complainant has had a reasonable opportunity to produce any witnesses and witness statements, provide written or verbal answers to all question about the Complaint, and to provide any relevant documents, to the Investigator.

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- 9.8 **Supervisors and Department Managers:** Once the Investigator has completed the investigation to and including the steps in section 9.7 above, the Investigator:
- (a) provides a copy of the Complaint, the Defense and all other relevant materials received to the supervisor and department manager of any of the Personnel who is a party to the Complaint;
 - (b) interviews on an individual basis, each supervisor and department manager of that member of the Personnel, to determine what additional facts, witnesses or documents are available to assist the investigation; and
 - (c) interviews on an individual basis, any other Personnel or witnesses, having information or documents which may assist the investigation.
- 9.9 **RCMP:** Any conduct that is potentially criminal, of any person, revealed by the investigation of the Complaint, shall be immediately disclosed to the RCMP by the Investigator.
- 9.10 **Evidence:** The Investigator may receive such evidence on oath, on affidavit or in any other manner, whether or not admissible in a court of law, as the Investigator, in his or her discretion sees fit or deems just.
- 9.11 **Procedure:** The Investigator shall determine all matters of procedure for the Complaint, subject to this Policy.
- 9.12 **Settlement:** Any settlement of the Complaint made during the investigation shall be agreed to in writing and signed by the Complainant, the Defendant, any other relevant parties and the Investigator. The Band Manager shall be responsible to see that the terms of the settlement are carried out by all the parties to it.
- 9.13 **Bringing the Settlement into Effect:** Following any settlement of the Complaint, all Personnel shall take whatever steps are necessary to bring that settlement into effect.
- 9.14 **Distribution of the Settlement:** Any settlement of the Complaint shall be distributed by the Investigator to the Complainant, the Defendant, and to the Band Manager. The Band Manager will decide whether that settlement contains any confidential information that is protected by section 5.8, and whether the settlement can be available to the General Band Membership.
- 9.15 **Complaint Not Resolved:** If the Complaint is not settled at the conclusion of the investigation, the Complaint shall be resolved by final and binding arbitration under Article 10. The Investigator shall forward a letter to both the Complainant and Defendant, copied to the Band Manager, confirming that the investigation of the Complaint has been concluded, and that the Complaint will be resolved by final and binding arbitration, and that the Investigator will be the Arbitrator.

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10 ARBITRATION

10.1 **Complaint Resolved by Arbitration:** If pursuant to section 9.15, the Complaint is to be resolved by final and binding arbitration, then this Article shall apply.

10.2 **Arbitrator:** The Investigator shall be the Arbitrator. Chief and Council may however, following consultation with the Band Manager, direct that the Arbitration of any Complaint referred to in subsection 8.3(a) for which the Band Manager was the Investigator, shall be an independent third party neutral, rather than the Band Manager. In such case, the Band Manager shall request ARDBC to appoint an arbitrator, and the decision of ARDBC shall be final and binding and not subject to appeal or judicial review.

10.3 **Conduct of the Arbitration:** The arbitration will be conducted as follows:

- (a) the Arbitrator will determine all matters of procedure for the arbitration, subject to this Policy;
- (b) all the documents and evidence received by the Investigator under Article 9 shall be available to the Arbitrator;
- (c) Chief and Council shall give the Arbitrator written notice whether the Band will be a party to the arbitration;
- (d) the Arbitrator shall determine how his or her costs are to be divided between the parties to the arbitration; and
- (e) each of the parties to the arbitration will bear its own costs of representation to the Arbitrator.

10.4 **Notice of Hearing:** The Arbitrator shall give each of the parties, at least 10 days prior to the hearing date:

- (a) written notice of the time and place where the Complaint will be heard and arbitrated;
- (b) a copy of this Policy;
- (c) copies of the Complaint, the Defense, any witness statements or any other relevant materials which were received during the investigation of the Complaint; and
- (d) a reminder to each of the parties that each is responsible for the attendance of any witnesses to be called by each at the hearing of the Complaint.

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- 10.5 **Opportunity to be Heard:** Each of the parties shall at the hearing of the arbitration, be given an opportunity to be heard, to present evidence, and to question each other and any witnesses. All parties and all witnesses shall answer questions by the Arbitrator. After all the evidence has been received, each of the parties shall be given the opportunity to make a brief summary of his or her position.
- 10.6 **Witnesses in the Hearing Room:** The parties to the arbitration are entitled to be present at all times throughout the hearing by the Arbitrator, but only that witness actually giving evidence shall be in the hearing room at any given time, with the other witnesses remaining outside the hearing room until called.
- 10.7 **Hearing Open to the Band Community:** The hearing of the Complaint by the Arbitrator shall be open to the Personnel and members of the Band community, subject to the section 10.8.
- 10.8 **Hearing in Camera:** Any of the parties to the arbitration may at the beginning of the hearing of the Complaint make application to the Arbitrator for the hearing to be in camera, that is closed to the Personnel and the members of the Band community. The application can be made on the basis of confidential information to be disclosed to the hearing, or other prejudice to any of the parties, any member of the Band community, any Personnel, or the Band as a whole, as the case may be, created if the hearing is open to the Personnel and the members of the Band community.
- 10.9 **Decision by Arbitrator:** Following the hearing of the Complaint, the Arbitrator may:
- (a) dismiss or confirm the Complaint;
 - (b) determine that one or more parties has breached the Code of Conduct;
 - (c) determine that one or more of the parties must do any one or more of the following:
 - (i) apologize in writing to the other, or to some other person, within a specified time period, with a copy of the apology to be provided to the Band Manager;
 - (ii) apologize to the other, or to some other person, at the next General Band Meeting;
 - (iii) perform a specified number of hours of service for the other, for specified members of the Band community, or for the Band, within a length of time not exceeding two years; or
 - (iv) take a course of training or counselling at his or her own expense, as specified by the Arbitrator, within a length of time not exceeding two years;
 - (d) impose a protocol on communication and access by one or more of the Complainant or Defendant, to Personnel, the Administration Office, or other Band services and

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facilities, on terms and conditions to be specified by the Arbitrator, for a length of time not exceeding two years;

- (e) impose a ban on attendance by the Complainant or the Defendant at Chief and Council meetings, General Band Meetings, or any other assemblies, meetings, functions, celebrations or activities involving some or all of the General Band Membership, for a length of time not exceeding two years;
- (f) impose a ban on attendance by the Complainant or the Defendant at the Administration Office, the Band ball diamonds, or any other facility, building or improvement of the Band located on the reserve lands of the Band, for a length of time not exceeding two years;
- (g) impose a ban on attendance by the Complainant or the Defendant at any one or more Band owned businesses, for a length of time not exceeding two years;
- (h) order that the name of the Complainant or Defendant, as the case may be, be removed by the Membership Coordinator from the Membership List pursuant to paragraph 7.1(e)(iii) of the Membership Code;
- (i) make any other order as reasonably determined by the Arbitrator as being required for the purpose of the restorative justice principles set out in section 5.12;
- (j) make an order under subsections (a) to (i) in any combination; and
- (k) make any other order, direction, declaration or record necessary in the discretion of the Arbitrator to fairly and justly dispose of the Complaint.

10.10 **Written Notice:** The Arbitrator shall give all parties to the arbitration and the Band Manager, written notice of his or her decision together with a brief written statement of reasons.

10.11 **Bringing the Decision into Effect:** Following the decision by the Arbitrator on the Complaint, the Band Manager and all other Personnel shall take whatever steps are necessary to bring that decision into effect, subject to all the Band bylaws, policies and procedures.

10.12 **Distribution of the Decision:** If the hearing of the Complaint before the Arbitrator was:

- (a) held in camera pursuant to section 10.8, then the decision of the Arbitrator shall not be further distributed by the Band Manager; and
- (b) open to the members of the Band community, then the decision of the Arbitrator shall be made available by the Band Manager, for distribution to any Personnel or members of the Band community requesting a copy.

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11 APPEALS

- 11.1 **Time Limit:** Any party to the arbitration, or the legal representative of any such person, may by filing an Appeal within 90 days from the date of the decision made by the Arbitrator on the Complaint under section 10.9, appeal that decision. The date when any person discovers that decision is not relevant to the running of this limitation period.
- 11.2 **Filing:** The Appeal is filed in the Kamloops, BC registry of the BC Supreme Court, together with the filing fee required by the Court.
- 11.3 **Parties to the Appeal:** The parties to the Appeal shall be the parties to the arbitration under Article 10.
- 11.4 **Grounds of Appeal:** The grounds of Appeal shall be any errors in facts, law or procedure made by the Arbitrator in the decision on the Complaint.
- 11.5 **Canadian Charter of Rights and Freedoms:** If the Appellant wishes to raise arguments under the *Canadian Charter of Rights and Freedoms* on the Appeal, the Appellant shall in addition to the Appeal file a separate Notice of Civil Claim in the BC Supreme Court raising the charter arguments. The two matters shall be heard by the same judge at the same time.
- 11.6 **Informing the Arbitrator:** The Appellant shall forthwith deliver to the Arbitrator and all the parties to the Complaint, a copy of the Appeal after filing in the Court registry.
- 11.7 **Material to be Provided to the Court:** On receipt under section 11.6 of a copy of an Appeal filed, the Arbitrator shall forthwith provide to the Court copies of this Policy, the Complaint, the Defense, the decision of the Arbitrator including written reasons being appealed, together with all documentary evidence considered in arriving at that decision and any recording or transcript of any oral proceedings that were held before the Arbitrator.
- 11.8 **Conduct of the Appeal:** The Appeal will be conducted as follows:
- (a) the Appeal may be on facts, law or procedure, but is not a rehearing of the Complaint before the Arbitrator;
 - (b) the Court may only consider the evidence that was before the Arbitrator on the Complaint, and may not consider new evidence;
 - (c) as the Arbitrator has expertise in determining factual matters, the findings of fact by the Arbitrator should only be set aside on Appeal where they are clearly wrong;
 - (d) the Court will determine all matters of procedure for the Appeal, subject to this Policy;
 - (e) the onus of establishing the merits of the Appeal shall be on the Appellant;

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- (f) the Court may confirm, vary, set aside or substitute its own decision for that under Appeal, or refer the subject-matter of the Appeal back to the Arbitrator for reconsideration or further investigation; and
- (g) the Court may make any other order, direction, declaration or record necessary in its discretion to fairly and justly dispose of the Appeal.

11.9 **Judicial Review:** Judicial review of any decisions made under this Code is not permitted until any rights of Complaint and Appeal for that matter have been exhausted.

11.10 **Bringing the Decision into Effect:** Following the decision by the Court on the Appeal, the Band Manager and all other Personnel shall take whatever steps are necessary to bring that decision into effect, subject to all Band bylaws, policies and procedures.

11.11 **Distribution of the Decision:** The decision of the Court shall be made available by the Band Manager, for distribution to any Personnel or members of the Band community requesting a copy.

12 APPROVAL BY GENERAL BAND MEMBERSHIP

12.1 **Difficulties:** The Band acknowledges that many of the Band Members live off reserve, and a considerable distance from the reserve lands of the Band, making:

- (a) assembly of the General Band Membership in person on the reserve for an in person vote; or
- (b) a mail in referendum vote for the whole of the General Band Membership;

time consuming and difficult, and beyond the financial and administrative resources of the Band, for seeking approvals or consents of the General Band Membership.

12.2 **Custom of the Band:** Any approvals or consents required from the General Band Membership shall be obtained according to the custom of the Band, as set out in this Article 12.

12.3 **Band Newsletter and Website:** The custom of the Band is to keep the General Band Membership informed by way of the Band newsletter and website.

12.4 **Broad Consensus:** Subject to section 12.5, the custom of the Band is to determine the broad consensus for or against a matter amongst the General Band Membership, by:

- (a) posting reasonably detailed information about the matter on the Band website;

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- (b) e-mailing all Band Members to advise them that an important matter requiring their written response within 14 days of the date of the notice, has been placed on the Band website;
- (c) inviting on the Band website:
 - (i) questions and comments from all the Band Members; and
 - (ii) written responses from all Band Members within the 14 day period; and
- (d) tallying the responses received from the Band Members within the 14 day period to determine the broad consensus in the General Band Membership for or against the matter.

12.5 **Confidential Matters:** On matters concerning confidential information of the Band, the custom of the Band is to determine the broad consensus for or against a matter amongst the General Band Membership, by:

- (a) providing reasonably detailed information about the matter either by mail or delivery to all Band Members, together with a notice from the Band:
 - (i) inviting questions and comments from all Band Members; and
 - (ii) requesting a written response from each Band Member within 28 days of the date of the notice; and
- (b) tallying the responses received from the Band Members within the 28 day period to determine the broad consensus in the General Band Membership for or against the matter.

13 NOTICE

13.1 **Method:** Any notice to be given to a person pursuant to this Policy shall be in writing, have the signature of the sender at the end, be dated, and shall be:

- (a) sent in a fully prepaid envelope mailed in the Province of British Columbia, addressed to the person receiving. Any such notice shall be deemed to have been given and received by the persons concerned on the fourth business day following the mailing thereof;

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- (b) delivered, and if delivered shall be deemed to have been given and received by the persons concerned upon delivery thereof. If delivering to a residence, business or other building at which no one answers, it shall be sufficient to complete the delivery by putting the notice in a mail box, putting it through a mail slot, or fixing it right to the entrance door; or
- (c) e-mailed or faxed, and shall be deemed to have been given and received by the persons concerned on the next business day after e-mailing or faxing.

13.2 **Band Newsletter and Website:** The Band may, in addition to the methods specified in section 13.1, give written notice to the Band Members by placing the notice:

- (a) in the Band newsletter, in which case the notice shall be deemed to have been given and received, according to the method of forwarding as specified in section 13.1, of the newsletter by the Band to that Band Member; or
- (b) on the Band website, in which case the notice shall be deemed to have been given and received by all Band Members on the fourth business day after placing by the Band on the website.

13.3 **Invalid Notice:** Any notice received by the Band from a person under this Policy, has to be in writing, have the signature of the person sending it at the end, and be dated, to be a valid legal notice.

13.4 **Current Addresses:** All Personnel and members of the Band community shall be responsible to advise the Administration Office of their current mailing, delivery and e-mail address, and fax number, if applicable. The Band shall be entitled to rely upon the latest address received from Personnel and members of the Band community as recorded in the Band administration records, for the purpose of providing notice under this Policy, or any other Band bylaw, policy or procedure.

14 APPENDICES

14.1 The Appendices attached to and forming part of this Policy are:

Appendix A – Complaint Form

Appendix B – Appeal

Approved Nov 12-19

15 COMING INTO EFFECT

- 15.1 **Approval Process:** Following consultation with the General Band Membership, in accordance with the custom of the Band as described Article 12, this Policy shall be brought into legal effect by Council Resolution.

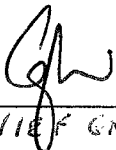
Coming Into Effect


The ASHCROFT INDIAN BAND CHIEF AND COUNCIL HEREBY RESOLVES BY CONSENT of a quorum of the members of the Council of the Band present at a meeting of Chief and Council duly convened and held on the 12th day of November, 2019 that:

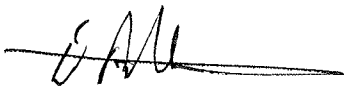
The General Band Membership having been consulted, in accordance with custom of the Band, this Policy is issued under the authority of the Chief and Council of the Ashcroft Indian Band, to come into immediate effect.

ASHCROFT INDIAN BAND

Per:


 Chief CHIEF GREG BLAIN


 Councillor EARL BLAIN


 Councillor DENNIS PITTMAN

ASHCROFT INDIAN BAND

COMPLAINTS POLICY

CRAIG NIXON LAW CORPORATION

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File No. 112-045
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