



**UNITED CHIEFS AND COUNCILS OF  
MANITOULIN  
POLICE SERVICES COMMISSION**

**BY-LAW NO. 2**

*A By-Law to Create a Civilian Oversight Body, "ENAAG-DAWAAB-JIG",  
for the UCCM First Nations*

# TABLE OF CONTENTS

<b>PURPOSE</b> .....	1
<b>DEFINITIONS</b> .....	1
<b>COMPOSITION AND QUORUM OF THE ENAAG-DAWAAB-JIG</b> .....	3
<b>ENAAG-DAWAAB-JIG CHAIRPERSON</b> .....	3
<b>ELIGIBILITY CRITERIA</b> .....	3
<b>SELECTION CRITERIA</b> .....	4
<b>APPOINTMENT OF FIRST ENAAG-DAWAAB-JIG MEMBERS</b> .....	5
<b>TERM OF ENAAG-DAWAAB-JIG MEMBERS</b> .....	5
<b>PROCESS FOR REPLACING ENAAG-DAWAAB-JIG MEMBERS</b> .....	6
<b>TERM OF REPLACEMENT FOR ENAAG-DAWAAB-JIG MEMBERS</b> .....	7
<b>RESIGNATION AND REMOVAL OF ENAAG-DAWAAB-JIG MEMBERS</b> .....	7
Ceasing to be a ENAAG-DAWAAB-JIG Member .....	7
Removal of a ENAAG-DAWAAB-JIG Member .....	7
<b>ENAAG-DAWAAB-JIG MEMBER DUTIES AND RESPONSIBILITIES</b> .....	9
Policies and Procedures Governing the ENAAG-DAWAAB-JIG.....	9
Conduct Meetings .....	9
Calling Meetings .....	10
Recommend Policy Changes .....	10
Advice on Operations .....	10
External Investigations .....	10
Hear Complaints.....	11
Outreach to the Public.....	11
Create Other Working Groups.....	11
Annual Reporting .....	12
Annual Plan .....	12
<b>DUTIES AND RESPONSIBILITIES OF ENAAG-DAWAAB-JIG MEMBERS</b> .....	12
Working Together .....	12
Communications.....	12
Training.....	12
Voting .....	13
Other Initiatives.....	13
Remuneration of ENAAG-DAWAAB-JIG Members.....	13

<b>GUIDELINES FOR WORKING TOGETHER EFFECTIVELY</b> .....	13
Spirit of Commitment and Collaboration: .....	13
<b>COMMUNICATION GUIDELINES</b> .....	15
Confidentiality, Privacy and Discretion .....	15
Representation by Individual Members .....	15
Efficiency and Effectiveness .....	16
Diversity and Respect.....	16
<b>INDEMNITY AND PROTECTION OF ENAAG-DAWAAB-JIG MEMBERS</b> .....	16
<b>POLICY REVIEW PROTOCOL</b> .....	17
<b>EMPLOYMENT AGREEMENT MEDIATION AND ARBITRATION</b> .....	17
Mediation or Arbitration of Employment Agreement Decisions .....	17
<b>COMPLAINTS</b> .....	18
<b>INTERPRETATION</b> .....	20
<b>AMENDMENT PROCEDURES</b> .....	20

## **BY-LAW #2**

### ***A By-Law to Create a Civilian Oversight Body, “ENAAG-DAWAAB-JIG”, for the UCCM First Nations***

#### **PURPOSE**

1. ENAAG-DAWAAB-JIG is established to improve police accountability, promote higher standards of police services, and increase public confidence in the UCCM Anishnaabe Police Service and the UCCM Police Service Commission (the “Commission”).
2. ENAAG-DAWAAB-JIG is empowered to perform five functions:
  - a. to solicit, receive and make recommendations to the Commission on community concerns about police services of the UCCM Anishnaabe Police Service;
  - b. to review UCCM Anishnaabe Police Service policies and make recommendations to the Commission on changes to these policies;
  - c. to observe or participate in external investigations;
  - d. to review complaints which could not be resolved by the internal complaints process; and,
  - e. to coordinate mediation and arbitration services for Police Officers of the UCCM Anishnaabe Police Service who are not satisfied with the resolution of internal employment agreement conflicts.

ENAAG-DAWAAB-JIG and this by-law do not replace or in any way affect the internal reporting and hearing procedures of the UCCM Anishnaabe Police Service or the Commission for service complaints and other complaints or grievances covered by other by-laws, agreements or policies.

#### **DEFINITIONS**

3. For the purpose of this by-law, hereafter, the following definitions apply:

- a. “Complainant” means any person who is dissatisfied with the resolution of the UCCM Anishnaabe Police Service public and internal complaints processes and, for clarity, may be a Police Officer;
- b. “Chief of Police” means the Chief of Police of UCCM Anishnaabe Police Service employed by the Commission;
- c. “Commission” means the individuals appointed by the UCCM Board of Directors to be the governing body of the UCCM Police Service Commission;
- d. “ENAAG-DAWAAB-JIG” refers to a civilian oversight group as established under this by-law;
- e. “ENAAG-DAWAAB-JIG Chairperson” means the person defined in section 7 of this by-law;
- f. “ENAAG-DAWAAB-JIG Coordinator” means the person contracted by the Commission as the person responsible to coordinate and support the work of the ENAAG-DAWAAB-JIG;
- g. “Employment Agreement” means a written employment agreement between a Police Officer and Commission;
- h. “Immediate Family Member” includes spouse, including a current common law or same sex partner, children and step-children (including adopted children), parents, grandparents, siblings, mother in-law or father in-law, aunts and uncles;
- i. “Member First Nation” means a First Nation that is a member of the Commission;
- j. “Police Officer” means a police officer of the UCCM Anishnaabe Police Service; and,

- k. "UCCM Board of Directors" means the governing body of the United Chiefs and Councils of Manitoulin.

## **COMPOSITION AND QUORUM OF THE ENAAG-DAWAAB-JIG**

4. ENAAG-DAWAAB-JIG shall be comprised of five (5) individuals appointed in accordance with this by-law.
5. Prior to attending any meeting of ENAAG-DAWAAB-JIG or engaging in any business of the ENAAG-DAWAAB-JIG, each new ENAAG-DAWAAB-JIG member shall swear an Oath of Confidentiality.
6. At any meeting of ENAAG-DAWAAB-JIG, a quorum of three (3) ENAAG-DAWAAB-JIG members present in person is required for the conduct of business of the ENAAG-DAWAAB-JIG.

## **ENAAG-DAWAAB-JIG CHAIRPERSON**

7. ENAAG-DAWAAB-JIG shall select a person from among their number to act as the ENAAG-DAWAAB-JIG Chairperson. The ENAAG-DAWAAB-JIG Chairperson will be responsible to chair all meetings of ENAAG-DAWAAB-JIG for one (1) year or until he or she is replaced as the ENAAG-DAWAAB-JIG Chairperson, whichever is sooner, and will be responsible for other related duties assigned by ENAAG-DAWAAB-JIG.

## **ELIGIBILITY CRITERIA**

8. In addition to any other eligibility criteria set from time to time by the Commission, ENAAG-DAWAAB-JIG members shall:
  - a. be an individual;
  - b. be at least eighteen (18) years of age;
  - c. be knowledgeable or familiar with the community, culture and language of the UCCM police service area;

- d. not be an employee or an Immediate Family Member of an employee of the UCCM Anishnaabe Police Service or the Commission;
  - e. not have a criminal record of conviction for any indictable offence, or any summary conviction offence which, in the discretion of the UCCM Board of Directors, and in all of the circumstances of the conviction, is inconsistent with the proper fulfilment of the role of ENAAG-DAWAAB-JIG and the reputation of ENAAG-DAWAAB-JIG;
  - f. not be a judge, justice of the peace, peace officer, elected member of Council of a Member First Nation, or a lawyer or paralegal who practices in the area of criminal law;
  - g. be of good moral character and a respected resident of their community;
  - h. be actively engaged in a Member First Nation; and,
  - i. have a general knowledge of policing issues.
9. A former member of ENAAG-DAWAAB-JIG is eligible for re-appointment to ENAAG-DAWAAB-JIG unless such person was removed from ENAAG-DAWAAB-JIG for cause.
10. No member of the UCCM Board of Directors or the Commission shall be eligible to become a member of ENAAG-DAWAAB-JIG until one (1) year after that person has left the UCCM Board of Directors or the Commission. For greater clarity, a former employee of the UCCM Services Commission, or any former police officer of any police service is *not* eligible to serve on ENAAG-DAWAAB-JIG.

## **SELECTION CRITERIA**

11. In addition to any other selection criteria set by policy of the Commission, priority shall be given to potential ENAAG-DAWAAB-JIG members:
- a. who are registered members or long term residents of one of the Member First Nations;
  - b. who do not have any real or perceived conflict of interest;
  - c. who have an established record of community involvement; and,

- d. whose past and current behaviour suggests that they will maintain the integrity of ENAAG-DAWAAB-JIG.
12. In selecting ENAAG-DAWAAB-JIG members, consideration shall be given to the current composition of ENAAG-DAWAAB-JIG and appointments should be made that will cause ENAAG-DAWAAB-JIG to best reflect the demographic make-up of the Member First Nations.

### **APPOINTMENT OF FIRST ENAAG-DAWAAB-JIG MEMBERS**

13. This section applies only to the appointment of the initial members of ENAAG-DAWAAB-JIG. The UCCM Board of Directors shall establish an appointment committee that shall review the applications received by the UCCM Board of Directors and recommend to the UCCM Board of Directors a minimum of five (5) names to be appointed as the first persons to serve on ENAAG-DAWAAB-JIG. After the initial appointment, the process set out in sections 17-21 of this by-law will be followed to appoint persons to ENAAG-DAWAAB-JIG.

### **TERM OF ENAAG-DAWAAB-JIG MEMBERS**

14. Three (3) ENAAG-DAWAAB-JIG members appointed under section 13 shall be appointed to serve for a term of five (5) years from the date of the meeting at which he or she is appointed, unless he or she otherwise ceases to be a ENAAG-DAWAAB-JIG member. The other two (2) ENAAG-DAWAAB-JIG members appointed under section 13 shall be appointed to serve a term of two (2) years, unless he or she otherwise ceases to be a ENAAG-DAWAAB-JIG member.
15. Notwithstanding section 14 above, ENAAG-DAWAAB-JIG members shall serve a term of five (5) years on ENAAG-DAWAAB-JIG from the date of their initial appointment, unless he or she otherwise ceases to be a ENAAG-DAWAAB-JIG member.



## **PROCESS FOR REPLACING ENAAG-DAWAAB-JIG MEMBERS**

16. ENAAG-DAWAAB-JIG shall notify the UCCM Board of Directors of any vacancy or pending vacancy on ENAAG-DAWAAB-JIG as soon as practical.
17. The UCCM Board of Directors shall solicit applications for appointment to ENAAG-DAWAAB-JIG from the Member First Nations within thirty (30) days of being informed of a vacancy on ENAAG-DAWAAB-JIG.
18. The UCCM Board of Directors shall establish a ENAAG-DAWAAB-JIG appointment committee and inform the appointment committee how many ENAAG-DAWAAB-JIG members to recommend for appointment. The ENAAG-DAWAAB-JIG appointment committee shall consist of one (1) ENAAG-DAWAAB-JIG representative, the Chief Executive Officer of the United Chiefs and Councils of Manitoulin or his/her designate, one (1) member of the Commission, and one (1) staff member of the UCCM Anishnaabe Police Service. If the appointment committee determines that interviews are required in order for the appointment committee to make a decision on recommendations to the UCCM Board of Directors, the appointment committee shall be the interview panel.
19. The ENAAG-DAWAAB-JIG appointment committee shall recommend nominees to the UCCM Board of Directors for appointment in writing. The appointment committee shall review the applications of nominees with the UCCM Board of Directors and the UCCM Board of Directors will vote whether to approve each appointment.
20. In the event a majority of the UCCM Board of Directors fails to fill a vacancy under section 16 of this by-law, the UCCM Board of Directors shall initiate the appointment process again within thirty (30) days after the meeting at which the UCCM Board of Directors failed to appoint a person recommended under section 16 of this by-law.

## **TERM OF REPLACEMENT FOR ENAAG-DAWAAB-JIG MEMBERS**

21. When a ENAAG-DAWAAB-JIG member is replaced under this by-law, the replacement ENAAG-DAWAAB-JIG member shall be appointed to fulfill the remainder of the term of the ENAAG-DAWAAB-JIG member he/she is replacing.

## **RESIGNATION AND REMOVAL OF ENAAG-DAWAAB-JIG MEMBERS**

### ***Ceasing to be a ENAAG-DAWAAB-JIG Member***

22. Should a member of ENAAG-DAWAAB-JIG cease to meet the eligibility requirements set out in sections 8-10 of this by-law, or become unable to fulfill the duties and responsibilities of a ENAAG-DAWAAB-JIG member as set out in this by-law or other policy of the Commission, that ENAAG-DAWAAB-JIG member should voluntarily resign.
23. Should the ENAAG-DAWAAB-JIG member fail to voluntarily resign, the remainder of the ENAAG-DAWAAB-JIG shall report the failure to resign to the Commission and to the UCCM Board of Directors, and recommend that the ENAAG-DAWAAB-JIG member be removed.

### ***Removal of a ENAAG-DAWAAB-JIG Member***

24. The UCCM Board of Directors may receive a written request from ENAAG-DAWAAB-JIG, any ENAAG-DAWAAB-JIG member, the Commission, or any member of the UCCM Board of Directors requesting the removal of any ENAAG-DAWAAB-JIG member, and outlining the reasons for the requested removal.
25. The UCCM Board of Directors will suspend the ENAAG-DAWAAB-JIG member who is the subject of the written request for removal under section 24 from attending any ENAAG-DAWAAB-JIG meetings and conducting any ENAAG-DAWAAB-JIG business until a decision is made by the UCCM Board of Directors on the removal at a meeting scheduled for such purpose.

26. The UCCM Board of Directors may remove any member of the ENAAG-DAWAAB-JIG for any just cause, including:
  - a. engaging in any activity that, in the opinion of the UCCM Board of Directors, compromises the integrity of ENAAG-DAWAAB-JIG, the UCCM Anishnaabe Police Service or the Commission;
  - b. breaching the Oath of Confidentiality; or,
  - c. being convicted of any criminal offence.
  
27. No ENAAG-DAWAAB-JIG member shall be removed by the UCCM Board of Directors until after all other internal processes for dealing with the ENAAG-DAWAAB-JIG member have been exhausted.
  
28. The UCCM Board of Directors will advise the ENAAG-DAWAAB-JIG member being considered for removal, in writing, of the time, date and location of the meeting to consider his or her removal, at least ten (10) business days before such meeting. The decision on removal will be made by the UCCM Board Directors on the date of the meeting set out in the notice.
  
29. The UCCM Board of Directors will provide the ENAAG-DAWAAB-JIG member being considered for removal with an opportunity to address the Board, in camera, regarding the reasons advanced for his or her removal. The ENAAG-DAWAAB-JIG member may address the UCCM Board of Directors in writing or in person at the UCCM Board of Directors meeting.
  
30. If the ENAAG-DAWAAB-JIG member does not attend the meeting or provide any written response as set out in section 29 of this by-law, the UCCM Board of Directors will make a decision at the time, date and place as provided to the ENAAG-DAWAAB-JIG member.
  
31. The UCCM Board of Directors will consider any input from ENAAG-DAWAAB-JIG member being considered for removal prior to making its decision on removal.

32. The UCCM Board of Directors will provide the ENAAG-DAWAAB-JIG member being considered for removal with their decision, in writing, including the reasons for their decision within three (3) days of the meeting at which the decision on removal is made.
33. The UCCM Board of Directors decision on the removal of a ENAAG-DAWAAB-JIG member is final and there is no appeal of this decision.

### **ENAAG-DAWAAB-JIG MEMBER DUTIES AND RESPONSIBILITIES**

34. The powers and duties of ENAAG-DAWAAB-JIG are set out in the by-law.

#### ***Policies and Procedures Governing the ENAAG-DAWAAB-JIG***

35. ENAAG-DAWAAB-JIG will establish policies and procedures governing the conduct of ENAAG-DAWAAB-JIG's business that are in accordance with this by-law and approved by the Commission.
36. Any amendments to ENAAG-DAWAAB-JIG policies and procedures will be made by ENAAG-DAWAAB-JIG and approved by the Commission before they take effect or are enforced.

#### ***Conduct Meetings***

37. ENAAG-DAWAAB-JIG is required to conduct at least one (1) meeting each quarter. It is the responsibility of each ENAAG-DAWAAB-JIG member to attend all scheduled meetings. Excusals may be granted for occasional scheduling conflicts, illnesses or other reasonable reason. Notice of an expected absence shall be provided to the ENAAG-DAWAAB-JIG Chairperson and to the ENAAG-DAWAAB-JIG Coordinator prior to the meeting which the ENAAG-DAWAAB-JIG member cannot attend.

38. ENAAG-DAWAAB-JIG may conduct meetings in person and by use of electronic means that allow the person attending the meeting remotely to be heard and to hear the other ENAAG-DAWAAB-JIG meeting attendees.

### ***Calling Meetings***

39. ENAAG-DAWAAB-JIG meetings may be called by the ENAAG-DAWAAB-JIG Chairperson or by any two (2) other ENAAG-DAWAAB-JIG members.
40. Notice of meetings of ENAAG-DAWAAB-JIG shall be given to all ENAAG-DAWAAB-JIG members. Notice of meetings may be given by regular mail at least fourteen (14) days before the meeting or by personal delivery, e-mail, phone or facsimile at least seven (7) days before the meeting.

### ***Recommend Policy Changes***

41. ENAAG-DAWAAB-JIG shall assist the Commission in identifying solutions for improving police services and participate in the development of policy recommendations.

### ***Advice on Operations***

42. ENAAG-DAWAAB-JIG will periodically review methods of handling complaints within the UCCM Anishnaabe Police Service and make recommendations to the Commission on the criteria for investigation, mediation and dismissal of complaints.

### ***External Investigations***

43. In any case involving an officer shooting, serious bodily harm or a death in custody, ENAAG-DAWAAB-JIG will observe any related external investigations, and identify policy-related or quality of investigation issues for further review.
44. ENAAG-DAWAAB-JIG or ENAAG-DAWAAB-JIG members may be appointed by the Commission to participate in external investigations conducted into any major incidents involving the UCCM Anishnaabe Police Service.

### ***Hear Complaints***

45. ENAAG-DAWAAB-JIG shall hear complaints by Complainants, provided all internal UCCM Anishnaabe Police Service complaints processes have been exhausted.
46. At the request of a Police Officer, ENAAG-DAWAAB-JIG shall coordinate the mediation or arbitration of Employment Agreement matters.

### ***Outreach to the Public***

47. ENAAG-DAWAAB-JIG shall coordinate regular meetings with Member First Nations and community groups to explain its role in police oversight. ENAAG-DAWAAB-JIG will coordinate and conduct a minimum of 3 meetings per year in the Member First Nations. ENAAG-DAWAAB-JIG members are expected to participate in these meetings and to:
  - a. increase public understanding of the UCCM Anishnaabe Police Service internal complaint process;
  - b. increase public understanding of role of ENAAG-DAWAAB-JIG;
  - c. hear comments and concerns about the UCCM Anishnaabe Police Service.
48. In addition to attending such meetings, ENAAG-DAWAAB-JIG members are expected to assist in scheduling community persons or agencies to attend or address ENAAG-DAWAAB-JIG meetings.

### ***Create Other Working Groups***

49. From time to time, and with the approval of the Commission, ENAAG-DAWAAB-JIG may create working groups, which may include non-ENAAG-DAWAAB-JIG members, to gather community concerns, draft recommended policy changes and/or make recommendations to the Commission on programs and services provided by the UCCM Anishnaabe Police Service.

50. Members of ENAAG-DAWAAB-JIG working groups may receive reimbursement for some or all reasonable expenses associated with the conduct of ENAAG-DAWAAB-JIG working group business.

### ***Annual Reporting***

51. By March 1 of each year, ENAAG-DAWAAB-JIG will draft, and submit to the Commission, a written annual report of its activities for that year.

### ***Annual Plan***

52. By no later than March 1 of each fiscal year, ENAAG-DAWAAB-JIG shall draft and submit to the Commission a written annual work plan setting out the budget, proposed activities and meeting schedule for ENAAG-DAWAAB-JIG for the upcoming fiscal year.

## **DUTIES AND RESPONSIBILITIES OF ENAAG-DAWAAB-JIG MEMBERS**

53. The powers and duties of individual ENAAG-DAWAAB-JIG members are set out in this by-law.

### ***Working Together***

54. All ENAAG-DAWAAB-JIG members will follow the Guidelines for Working Together Effectively set out in sections 61-67 of this by-law.

### ***Communications***

55. All ENAAG-DAWAAB-JIG members will follow the Communication Guidelines set out in sections 68-72 of by-law.

### ***Training***

56. ENAAG-DAWAAB-JIG members shall familiarize themselves with governing ordinances and protocols and participate in orientation and training activities identified and approved for ENAAG-DAWAAB-JIG by the Commission.

### ***Voting***

57. ENAAG-DAWAAB-JIG members will vote on all final recommendations of the ENAAG-DAWAAB-JIG unless excused by the ENAAG-DAWAAB-JIG Chairperson, and the ENAAG-DAWAAB-JIG Chairperson may require ENAAG-DAWAAB-JIG members to explain their vote.

### ***Other Initiatives***

58. ENAAG-DAWAAB-JIG members are expected to participate in other short or long term initiatives such as developing periodic reports, serving on the selection committee for new ENAAG-DAWAAB-JIG members, and serving on committees working to improve police procedures as determined by the Commission.

### ***Remuneration of ENAAG-DAWAAB-JIG Members***

59. ENAAG-DAWAAB-JIG members shall be remunerated at a rate approved by the Commission for their service on the ENAAG-DAWAAB-JIG.
60. In addition, ENAAG-DAWAAB-JIG members shall receive reimbursement for all reasonable expenses associated with the conduct of ENAAG-DAWAAB-JIG business.

## **GUIDELINES FOR WORKING TOGETHER EFFECTIVELY**

### ***Spirit of Commitment and Collaboration:***

61. ENAAG-DAWAAB-JIG, as a group of dedicated and well-meaning individuals seeking to do good work together, will embrace the spirit of commitment and follow-through in all the work they do together.
62. ENAAG-DAWAAB-JIG, as a group, shares the expectation that each member will be familiar with and responsible for implementing ENAAG-DAWAAB-JIG's policies and procedures. All ENAAG-DAWAAB-JIG members will be prepared and on time for all ENAAG-DAWAAB-JIG meetings with cell phones or electronic



devices inaudible. If a ENAAG-DAWAAB-JIG member is unable to attend or knows he or she will be late to a ENAAG-DAWAAB-JIG meeting, he or she will call the ENAAG-DAWAAB-JIG Coordinator with advance notice.

63. ENAAG-DAWAAB-JIG is aware that its decisions are advisory to the Commission for all complaints and regarding policies and procedures and police services and that ENAAG-DAWAAB-JIG does not speak for or on behalf of the UCCM Anishnaabe Police Service, the Commission or the UCCM Board of Directors.
64. In the spirit of collaboration, ENAAG-DAWAAB-JIG members will come to meetings with an open mind, prepared to listen and learn from each other and others before making decisions that affect a broader community. In doing this, members will actively seek to understand the interests behind individual positions by asking questions rather than making assumptions.
65. ENAAG-DAWAAB-JIG will make a strong effort to reach consensus in its decisions. However, if ENAAG-DAWAAB-JIG is unable to reach a consensus after thorough and respectful discussion, a majority vote will rule. The majority and minority perspectives will be presented in any report of the decision making processes. In all discussions, ENAAG-DAWAAB-JIG members will disagree without being disagreeable and will support the process of the group's decision, even if disagreeing with the outcome.
66. In its discussions and decision-making processes, ENAAG-DAWAAB-JIG members will allow for all the styles and voices that make ENAAG-DAWAAB-JIG strong while, at the same time, sharing a commitment to reach a timely conclusion in those discussions and decisions.
67. While all ENAAG-DAWAAB-JIG members take the work and charge of ENAAG-DAWAAB-JIG very seriously, each will seek to maintain both a sense of humour and a realistic perspective on the work that is done together.

## **COMMUNICATION GUIDELINES**

### ***Confidentiality, Privacy and Discretion***

68. All ENAAG-DAWAAB-JIG members shall maintain the confidentiality of individuals involved in cases that come before the ENAAG-DAWAAB-JIG and of the case documents themselves.
69. When sharing personal information about any individual or the UCCM Anishnaabe Police Service, ENAAG-DAWAAB-JIG will use discretion and sensitivity appropriate to the circumstances.
70. Some other information gathered at or outside of meetings may be confidential and ENAAG-DAWAAB-JIG members will maintain the confidentiality of that information.
71. Communications and documents exchanged between a ENAAG-DAWAAB-JIG member and another ENAAG-DAWAAB-JIG member, the ENAAG-DAWAAB-JIG Coordinator, the Commission, the Chief of Police, Police Officers, external investigation agencies, or community members shall be safeguarded from disclosure to others and shall be retained by ENAAG-DAWAAB-JIG for a minimum of seven (7) years after the issue in question has been closed. This provision also applies to e-mail, facsimile, and other electronic communications and documents.
72. All ENAAG-DAWAAB-JIG members shall return all ENAAG-DAWAAB-JIG documents to ENAAG-DAWAAB-JIG at the end of their term or upon ceasing to be a ENAAG-DAWAAB-JIG member.

### ***Representation by Individual Members***

73. No ENAAG-DAWAAB-JIG member shall attempt to represent ENAAG-DAWAAB-JIG or speak on behalf of ENAAG-DAWAAB-JIG without the prior written permission of ENAAG-DAWAAB-JIG.

### ***Efficiency and Effectiveness***

74. ENAAG-DAWAAB-JIG members recognize that they can be most effective by being solution and goal oriented. ENAAG-DAWAAB-JIG can do this by maintaining clear objectives, developing explicit agendas, getting and reviewing materials in advance of meetings, observing their commitment to reach a conclusion and performing due diligence on action items.

### ***Diversity and Respect***

75. ENAAG-DAWAAB-JIG is committed to respecting the dignity of everyone with whom they work. ENAAG-DAWAAB-JIG will strive to hear the input from all of the Member First Nations, extending a fair and even hand in all that they do.
76. ENAAG-DAWAAB-JIG will seek to understand how culture impacts their perspectives and the perspective of others. ENAAG-DAWAAB-JIG is committed to honouring the diversity of the First Nation communities and their citizens and will do all they can to learn more that will enhance their work on this committee.

## **INDEMNITY AND PROTECTION OF ENAAG-DAWAAB-JIG MEMBERS**

77. Every ENAAG-DAWAAB-JIG member and his or her heirs, executors and administrators, and estate and effects, respectively, shall be indemnified and saved harmless out of the funds of the Commission, from and against:
- a. all costs, charges and expenses whatsoever which such ENAAG-DAWAAB-JIG member sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her, in or about the execution of the duties of his or her office; and
  - b. all other costs, charges and expenses that he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.

78. No ENAAG-DAWAAB-JIG member shall be liable for the acts, receipts, neglects or defaults of any other ENAAG-DAWAAB-JIG member, Commissioner or officer or employee or for any loss, damage or expense happening to ENAAG-DAWAAB-JIG through the insufficiency or deficiency of title to any property acquired by order of the Commission or for or on behalf of the Commission or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Commission shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or company with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of such ENAAG-DAWAAB-JIG member's office or trust or in relation thereto unless the same shall happen by or through such ENAAG-DAWAAB-JIG member's own wrongful and wilful act or through his or her own wrongful and wilful neglect or default.

## **POLICY REVIEW PROTOCOL**

79. ENAAG-DAWAAB-JIG will play a role in policy review UCCM Anishnaabe Police Service as set out in the policy review of the protocol to be developed.

## **EMPLOYMENT AGREEMENT MEDIATION AND ARBITRATION**

### ***Mediation or Arbitration of Employment Agreement Decisions***

80. Any Police Officer who is dissatisfied with the resolution of an Employment Agreement related grievance may request to mediate or arbitrate only after all internal UCCM Anishnaabe Police Service processes have been exhausted.
81. ENAAG-DAWAAB-JIG will coordinate the mediation or arbitration based on the procedures agreed to by the parties involved.
82. The Police Officer and the Commission will share the costs of the mediation or arbitration equally.

## COMPLAINTS

83. ENAAG-DAWAAB-JIG may hear complaints related to:
  - a. a program or services provided by the UCCM Police Service;
  - b. the conduct of a Police Officer unrelated to an Employment Agreement related dispute;
  - c. the conduct of a civilian staff member of the UCCM Police Service; or,
  - d. the Chief of Police.
  
84. ENAAG-DAWAAB-JIG may hear a complaint only after all internal UCCM Anishnaabe Police Service processes have been exhausted. If ENAAG-DAWAAB-JIG receives a complaint that has not been addressed through the UCCM Anishnaabe Police Services processes, ENAAG-DAWAAB-JIG shall refer the complainant to the appropriate person under the Public Complaints Process or the internal complaints process.
  
85. A Complainant may file a complaint in writing to ENAAG-DAWAAB-JIG within thirty (30) days of receiving notification of the disposition of the issue in question by the Commission.
  
86. ENAAG-DAWAAB-JIG shall accept and review every written and signed complaint duly filed. For greater certainty, ENAAG-DAWAAB-JIG shall not accept verbal or anonymous complaints.
  
87. ENAAG-DAWAAB-JIG may request additional information from the Complainant or any person named or otherwise identified in the complaint.
  
88. ENAAG-DAWAAB-JIG may receive additional information in written or oral form. All evidence presented orally to ENAAG-DAWAAB-JIG shall be transcribed and signed by the person giving additional information.
  
89. ENAAG-DAWAAB-JIG may conduct interviews of reasonable and appropriate length with any member of the Commission, any person named or otherwise

- identified in the complaint, or any employee of the UCCM Anishnaabe Police Service, if ENAAG-DAWAAB-JIG has reasonable grounds to believe such an interview would reveal information pertinent to a complaint.
90. In reviewing a complaint, ENAAG-DAWAAB-JIG will consider:
    - a. the history and findings of all internal complaints procedures to which the complaint was subjected;
    - b. all applicable policies of UCCM Anishnaabe Police Service and the Commission; and,
    - c. all written and/or oral evidence submitted to ENAAG-DAWAAB-JIG.
  91. ENAAG-DAWAAB-JIG will draft a report containing a summary of the complaint, the investigation undertaken by ENAAG-DAWAAB-JIG, the findings of ENAAG-DAWAAB-JIG, and recommendations to the Commission. Recommendations may include changes to policy, training, investigation procedures, communication procedures, relationships with other organizations, relationships between the UCCM Anishnaabe Police Service, the Commission and the Member First Nations and their community members, or any other relevant topic which ENAAG-DAWAAB-JIG considers appropriate.
  92. ENAAG-DAWAAB-JIG will forward its final report to the Commission.
  93. The Commission may request to meet with ENAAG-DAWAAB-JIG to explain the final report of ENAAG-DAWAAB-JIG if the Commission is unclear on any content of the report.
  94. The Commission shall not make any modifications to the final report of ENAAG-DAWAAB-JIG. However, the Commission will, by way of written memorandum:
    - a. make corrections to points of fact or law;
    - b. identify any recommendations which are not implementable;
    - c. identify recommendations which are already being implemented; and,
    - d. set out how implementable recommendations will be addressed.
-

95. After reviewing the final report of ENAAG-DAWAAB-JIG, the Commission will send a copy of the report and the attached written memorandum of ENAAG-DAWAAB-JIG, to:
- a. the Complainant;
  - b. any police officer or staff member of UCCM Anishnaabe Police Service named in the complaint; and,
  - c. the Chief of Police.

## **INTERPRETATION**

96. In all by-laws and special resolutions of the Corporation, the singular shall include the plural and the plural the singular; the word “person” shall include firms and Corporations, and the masculine shall include the feminine and the neuter. Whenever reference is made in any by-law or any special resolution of the Corporation to any statute or section thereof, such references shall be deemed to extend and apply to any amendment of such statute or section thereof, as the case may be.

## **AMENDMENT PROCEDURES**

97. This by-law may be repealed or amended, by by-law enacted by the Commission at a meeting of the Commission and then sanctioned by two-thirds of the voting members at a meeting of the Member First Nations duly called for the purpose of considering such by-law
98. Information on any by-law to be sanctioned at an annual or general meeting of members (including a by-law which amends or repeals an existing by-law) shall be sent to every Member First Nation with the notice of such meeting.

**ENACTED BY RESOLUTION OF THE COMMISSION on this 10<sup>th</sup> day of September, 2009.**

WITNESS the corporate seal of the Corporation:

\_\_\_\_\_  
Chairperson of the UCCCM Police Services Commission

\_\_\_\_\_  
Secretary/Treasurer of the UCCCM Police Services Commission

**SANCTIONED BY THE MEMBERS OF THE CORPORATION on this 23<sup>rd</sup> day of September, 2009.**

\_\_\_\_\_  
Chairperson