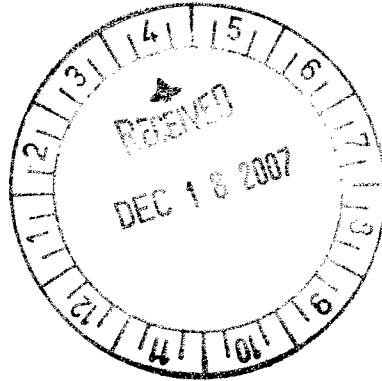




**MÉTIS JUDICIARY COUNCIL**

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VIA DELIVERY

Mr. Howard J. Sniderman  
WITTEN LLP Barristers & Solicitors  
Suite 2500 Canadian Western Bank Place  
10303 Jasper Avenue  
Edmonton, Alberta T5J 3N6

Your File No: 100880 HJS  
Our Docket No: 007-01

Dear Mr. Sniderman:

**Re: Decision of Metis Judiciary Council on Complaint Submission by Audrey Poitras  
re Rick Boucher.**

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The Complaint Submission dated May 7, 2007, submitted by Audrey Poitras to the Metis Judiciary Council regarding Rick Boucher has been concluded.

The Metis Judiciary Council has considered this Complaint Submission and the decision reached is final. This document is attached and will be distributed to the Respondent's Legal Representative.

Yours truly,

Dale Friedel, Chairperson  
Metis Judiciary Council  
Enclosure: 1-Decision Docket #007-01

**DECISION OF THE METIS JUDICIARY COUNCIL**

**DOCKET NUMBER: 007-01**

**HEARING DATES: JULY - NOVEMBER 2007**

The Metis Judiciary Council derives its authority pursuant to Article 29 and Article 30 of the Metis Nation of Alberta Bylaws. The Complaint Submission filed by Audrey Poitras on or about May 8<sup>th</sup>, 2007 regarding Conflict of Interest of Provincial Council Member, Rick Boucher was within the mandate of the Metis Judiciary Council (MJC). The MJC followed the Policy and Procedures for Resolving Disputes of the Metis Judiciary Council. These Policy and Procedures were ratified as per Article 30.1(i) of the Metis Nation of Alberta Bylaws at the 70<sup>th</sup> Annual Assembly in Slave Lake, Alberta on August 7, 8, 9 1998.

First, it should be noted that the initial date to hear this matter was set for July 20, 2007. Counsel for the Respondent was granted two (2) adjournments: one to July 30, 2007 and a second adjournment that was granted to September 20-21, 2007. Evidence was heard on these dates and the matter was adjourned for a third time due to time constraints, to November 24-25, 2007.

An Alternate Dispute Resolution process was offered by the MJC as per its Policies and Procedures for Resolving Disputes - Part IV, Article 19. This process was attempted on September 20<sup>th</sup>, 2007 and was unsuccessful. Therefore, the process moved to a Hearing status. Any matter discussed during the Alternative Dispute Resolution process was considered as stricken from the record of the Hearing proceedings.

**PRELIMINARIES:**

Preliminary objections raised by Respondent's Counsel were as follows:

1. That the Metis Judiciary Council Chairperson was a Director of MOI (Metis Opportunity Inc.), which is an affiliate of Region 4 Metis Nation of Alberta. It was determined through information from Corporate Registries that the Chairperson is not a Director of MOI. It was also confirmed that the Chairperson had not been involved in any meetings of MOI nor had he signed any documents regarding MOI.
2. Counsel for Mr. Boucher brought forward that the Complainant Audrey Poitras played a role in selection of the Metis Judiciary Council Members. The Metis Judiciary Council addressed the concern through deliberations that each member was selected per Article 29.2 of the Metis Nation of Alberta Bylaws, which provides that the Regional Council of each Region selects each Member.
3. That audio transcript and verbatim minutes of MNA Provincial Council meetings and meeting minutes of Metis National Council Health Minister should be subpoenaed as

## **PRELIMINARIES CONTINUED:**

evidence in the Hearing. The MJC determined that since all witnesses were present at those meetings they could be questioned regarding such meetings and provide the information requested by both Counsels; therefore, audio transcripts of MNA Provincial Council Meetings were not necessary.

4. That Region 2 did not have representation on the MJC panel due to the resignation of that Region's representative. It was determined that the MJC could proceed with five (5) members, and it may proceed at a hearing as long as 50% of the Council plus 1 are present; and no new Region 2 member would be brought into the Hearing that was already in progress.
5. The Counsel for the Respondent requested that the services of a court reporter, supplied by Tarrabain and Co., be present to record the Hearing. This request was denied as per Article 10 (Recording of Proceedings) of the Metis Judiciary Council Policy and Procedures for Resolving Disputes. The MJC identified to Counsels that they provide an experienced recorder for the Hearing and that we are able to provide a transcript if required.
6. Counsel for Mr. Boucher raised concerns that the Complainant had not followed proper procedure for submitting a Complaint (identifying that this Preliminary Objection was not produced 7 days before the hearing, the MJC treated the Preliminary Objection as an "irregularity"; as per the MJC Policies and Procedures for Resolving Disputes, Article 8.2, Rules Applicable to all Hearings), suggesting that the Complainant was implying that Mr. Rick Boucher's Membership be terminated as per Article 8 of the Metis Nation of Alberta Bylaws, requiring three signatures. The Metis Judiciary Council addressed this issue in deliberations and determined that the Complaint Submission was filed appropriately in reference to Members' Rights; accordingly to Article 9 of the Metis Nation of Alberta Bylaws. The Complaint that was made alleged Conflict of Interest as a Provincial Council Member and breach of Section 9.1 of the MNA Bylaws, and did not attempt to deal with Membership under Article 8 of the MNA Bylaws.

## **FINDINGS:**

1. Through testimony given at the Hearing, it was discovered that on February 7<sup>th</sup>, 2007, Mr. Boucher received an information package regarding the AHHRI (Aboriginal Health Human Resource Initiative, hereinafter referred to as HHRI), as did all Provincial Council Members, at a Regular Provincial Council Meeting.

Mr. Boucher subsequently seconded a motion, as indicated in the minutes of the February 7, 2007 Provincial Council Meeting, **that the Metis Nation of Alberta pursue a Bilateral Agreement with Health Canada.**

## **FINDINGS CONTINUED:**

2. Mr. Boucher should have been aware of concerns that existed from the perspective of the MNA Health Committee and the MNA Executive in terms of entering into an Agreement with the Metis National Council. Testimonial evidence revealed that these concerns were raised during the February 7<sup>th</sup>, 2007 Provincial Council meeting. Some of the concerns were:
  - a. That the contract signed with MNC and Health Canada (herein after referred to as the Health Agreement) in August 2006 was not made aware to the MNC Board of Governors until October 2006.
  - b. That unlike any previous agreements signed between the Federal Government and Metis National Council, the Health Agreement would give the MNC a major decision making role in the program design and management.
  - c. The Health Agreement was being executed by having training dollars go to Associations of Universities and Colleges and allowed for some other Agency to administer those training funds, thereby circumventing the Provincial Council.
  - d. The Health Agreement had no indications that it was binding upon any Governing Body; in doing so has the premise of unaccountability upon elected officials.
3. The evidence shows that on February 26<sup>th</sup>, 2007 the Provincial Council met and those minutes do not reflect any change in the direction of the February 7<sup>th</sup>, 2007 Motion for the MNA to pursue a bilateral agreement with Health Canada.
4. Knowing that concerns existed for the MNA, Mr. Boucher then entered into an Agreement with the Metis National Council (MNC) to deliver the HHRI on March 27<sup>th</sup> in Winnipeg, MB through a company he controlled ("Metco"). A press release on March 28<sup>th</sup>, 2007 announced that Mr. Boucher, "Director of Metco," had signed the Agreement. This meant that Metco would now deliver the services instead of the MNA and would also administer the funds for the entire province.
5. Mr. Boucher testified that he did not consult with the MNA President; all members of MNA Provincial Council; the MNA Health Minister and Health Committee; or Region I Regional Council prior to entering into the Agreement with the MNC. The Press Release of March 28<sup>th</sup>, 2007 was the first indication to the President of the Metis Nation of Alberta and numerous other Provincial Council Members in becoming aware of this Agreement. Mr. Boucher did not seek consent of the MNA Provincial Council to enter into the Agreement in place of the MNA, nor did he tell them that he was intending to do so.
6. A Corporate Registry Search shows that on March 30<sup>th</sup>, 2007 the Directorship of Metco was changed from Mr. Boucher being 100% Director and Shareholder to two

other individuals. It was determined through evidence that Mr. Rick Boucher was to remove himself as Shareholder with Metco in July of 2003 at the time Metco received a loan from the MNA. At some undetermined time, Mr. Boucher became 100% Shareholder of Metco and held that sole Shareholder position and sole Director position until after the signing of the HHRI Agreement between Metco and MNC.

7. The Respondent's Counsel raised the defense that Mr. Boucher held Trust Agreements for Metco, that were signed in 2000 by Rick Boucher along with two other individuals who at that time also held Metco in trust for Region I. The MJC determined that although Mr. Boucher had signed a Trust Agreement for Metco in 2000, there was insufficient evidence provided to determine how Mr. Boucher went from 25 percent Shareholder in 2000, to 50 percent Shareholder in 2003 and yet again, how Mr. Boucher became 100 percent Shareholder and Director as of March, 2007. The Metis Judiciary Council also determined through deliberation that at no time since 2000 was there any evidence that showed Metco was still held in Trust nor were there any changes to the Trust Agreements. Conversely there was evidence that showed changes to the Shareholder's and Director's of Metco, identifying that Mr. Boucher was 100 percent Shareholder and Director at the time of signing the HHRI Agreement. Whether or not the shares were held in trust, Mr. Boucher controlled the company and used this company to enter into the agreement with the MNC in place of the MNA.
8. Mr. Boucher's Counsel also raised the defense that Mr. Boucher was acting on the betterment of all Metis Nation of Alberta members and that if he had not moved promptly to sign the HHRI Agreement, the potential of millions of dollars would be lost, which would lead to many Alberta Metis Students missing out on Scholarships and Bursaries relating to studies in the field of Health. Although Mr. Boucher feels he was acting in the betterment of Alberta Metis, the MJC determined that does not forfeit his duty as an elected Provincial Council member to disclose to all Provincial Council members his interest in Metco or the nature of his interest in signing an agreement with MNC, even while all Provincial Council members knew or should have known that motion seconded by Mr. Boucher was in support of the MNA pursuing a Bilateral Agreement with Health Canada.
9. The MJC also determined that just because Mr. Boucher thought there was a potential that millions of dollars were at risk, the fact still remains that he made a decision to use a company he controlled to take an agreement away from the MNA, an agreement where Mr. Boucher had private knowledge regarding information about the agreement. As a member of Provincial Council, Mr. Boucher owed a duty to the MNA to support its policy as expressed in the motion passed on February 7, 2007. He had no right to act on his own contrary to the motion based on information that he obtained as a Councillor. The MNA could not operate if every Councillor felt entitled to take information obtained through the MNA and then act

on their own through other companies preventing the MNA from proceeding with negotiating agreements when the Provincial Council had authorized the negotiation of such agreements.

### **REASONS:**

The Judiciary Council finds that Mr. Rick Boucher demonstrates a Conflict of Interest during the time he was in office as Vice president of Region I by acting as a signing authority to an Agreement to deliver the Health Human Resource Initiative from a company, Metco Ventures, of which Mr. Boucher was sole Shareholder and Director. Mr. Boucher used information he was privy to by the nature of his position and proceeded with signing an Agreement, contrary to the motion he seconded that directed the Metis Nation of Alberta Provincial Council, which he is part, to enter into a Bilateral Agreement that would allow the MNA and its executives to administer and distribute all of the HHRI funds.

The Judiciary Council finds that Mr. Rick Boucher also demonstrates a Conflict of Interest during the time he was in office as Vice President of Region I by not fully disclosing to all of the Provincial Council the nature or extent of his interest with regards to entering into an Agreement to deliver the Health Human Resource Initiative through the Metco Company. Mr. Boucher has demonstrated a circumvention of the political communication process of the Metis Nation of Alberta, by taking over an agreement with a company he controlled when the agreement was already being pursued by the MNA. Provincial Council members do not have the right to act on their own because they disagree with MNA Executives or the MNA Provincial Council.

These findings are a clear breach of the Conflict of Interest prohibitions under Article 22.1 and 22.2 of the Metis Nation of Alberta Bylaws. People in the position of Mr. Boucher as a member of Provincial Council harm the integrity and credibility of the entire Metis Nation of Alberta by ignoring the process for Governing affairs of the Provincial Council.

### **ORDER:**

The Metis Judiciary Council has determined that Mr. Rick Boucher is in breach of Article 22 (Conflict of Interest Guidelines for Provincial Council Members) of the Metis Nation of Alberta. The Metis Judiciary Council has determined that Mr. Rick Boucher actions are gravely detrimental to the Nation under Article 9.1 of the MNA Bylaws.

In addition to a reprimand authorized under Article 32.8 (Metis Judiciary Council Procedure on Conflict Of Interest of Provincial Council Members) of the MNA Bylaws, Article 9 (Suspension of

## **ORDER CONTINUED:**

Members Rights), also of the MNA Bylaws, allows the Metis Judiciary Council to suspend Rights of Members, Article 7 (Rights of Members – MNA Bylaws). It is therefore the decision of the Metis Judiciary Council to suspend Mr. Rick Boucher of Lac La Biche as per Metis Nation of Alberta Association Bylaws Article 7.1.4 from:

- a) the opportunity to be a candidate for an elected office in the Metis Nation;
- b) the opportunity to hold an elected office in the Metis Nation;
- d) the opportunity to be appointed to the Metis Judiciary Council or Council of Elders;
- e) the opportunity to be an employee, officer or director of an affiliate;
- f) the opportunity to receive income or reimbursement of expenses from the Metis Nation or its affiliates.

These rights are to be suspended effective immediately as per Article 9.2, of the Metis Nation of Alberta Bylaws, commencing December 18, 2007 and shall be in effect until December 18, 2010 at 23:59 hours.

## **ISSUES REGARDING REVENUE CANADA INFORMATION:**

1. The Respondent in this case, Mr. Rick Boucher, testified before the MJC that he had no objection to the MJC examining the financial records of Metco.
2. The MJC allowed, as an irregularity, the submission into evidence of Revenue Canada information concerning Metco on November 24<sup>th</sup>, despite the fact that it was not produced 7 days before the hearing. However, the MJC did not utilize any of this evidence in its determination due to the fact that neither the Complainant nor the Respondent had the opportunity to examine or cross-examine witnesses regarding this evidence, because the Respondent left the hearing.

All Revenue Canada documents were subsequently destroyed.

3. Counsel for the Complainant and the Defendant each requested that one rebuttal witness be called; both requests were granted; however, due to the abrupt ending to the proceedings on November 25<sup>th</sup>, 2007 these two witnesses were not called to give evidence.

**CONCLUSION:**

The Metis Judiciary Council finds it highly unfortunate that the Respondent and his Counsel left the Hearing of their own volition on the morning of November 25, 2007. The actions of the Respondent meant that the Judiciary Council did not hear from the balance of the Respondents evidence since he chose to leave the hearing.

The Metis Judiciary Council agreed to proceed and to render a decision as per process and rendered the above final decision. The Metis Judiciary Council felt that the evidence of a Conflict of Interest was clear and that the process should not be prevented from finishing by the Respondent choosing to leave the hearing.

Dated this 18th day of December 2007.

The Metis Judiciary Council:

Bertha Clark Jones, Region 1

Vacant, Region 2

Toby Racette, Region 3

Dale Friedel, Region 4

Ken Shaw, Region 5

Bonnie Bell, Region