

LAC DU FLAMBEAU CHIPPEWA HOUSING AUTHORITY POLICY

GRIEVANCE

ADOPTION

The Grievance Policy for the Lac du Flambeau Chippewa Housing Authority (LDFCHA) was developed by the LDFCHA Director, LDFCHA Staff, reviewed by the LDFCHA Board of Commissioners (LDFCHA BOC). It was subsequently adopted by the Lac du Flambeau Tribal Council in 2000. This policy goes into effect on 10/01/2000.

INTRODUCTION

The goal of the Lac du Flambeau Chippewa Housing Authority is to develop, operate and maintain affordable housing programs and activities. The purpose of these activities is to provide Tribal membership with decent, safe, and sanitary housing and supportive services that promote self-sufficiency, economic and community development for the Lac du Flambeau Chippewa Tribe on the Lac du Flambeau Reservation.

At times, individuals may feel the actions or inactions of LDFCHA staff or management have adversely affected them or they did not receive the level of service they felt they deserved from the LDFCHA.

Furthermore, individuals who observe situations that they feel affects the health, safety or well being of those living in housing are encouraged to file "valid" grievances.

This policy provides individuals with the guidelines necessary to address their concerns through a formal grievance process without feeling personally endangered or threatened because of their actions.

APPLICABILITY

This policy applies to the following:

- LDFCHA tenants or applicants for admission adversely affected by an action or omission of the LDFCHA that the grievant alleges to be in violation of applicable law or LDFCHA policies;
- Business entities adversely affected by an action or omission of the LDFCHA that the grievant alleges to be in violation of applicable law or LDFCHA policies;

This policy DOES NOT apply to the following:

F:/CHA Policies/Grievance Policy

- Disputes between individuals, neither of whom are receiving services from the LDFCHA. These are viewed as “private” matters and should be handled in Tribal or other court systems having jurisdiction in the matter.
- Disputes between private business(s) and LDFCHA tenants. These are viewed as “private” matters and should be handled in Tribal or other court systems having jurisdiction in the matter.
- Changes in LDFCHA Policy or Procedure. The grievance process WILL NOT be used as a forum for individuals to dispute, initiate, or negotiate policy changes with LDFCHA management or the LDFCHA BOC.
- Class grievances.
- Disputes regarding termination of leases and evictions.
- LDFCHA employees who wish to file grievances against LDFCHA management, regarding anything to do with their employment status. Such grievances will be processed in accordance with the Tribes Personnel Policy (see employee grievance section).

SECTION 1 DEFINITIONS

The following definitions will be used for purposes of this policy.

- 1.1. **Tenant**. A LDFCHA “Tenant” is defined as an adult person (18 years of age or older) who is a Tenant, Homebuyer, or other individual receiving services from the LDFCHA and who has executed a valid lease, or other housing service related agreement with the LDFCHA.
- 1.2. **Grievant**. A “Grievant” is defined as any individual whose rights, duties, welfare or status are negatively affected by LDFCHA action or failure to act, and who files a grievance with the LDFCHA with respect to such action or failure to act. This includes any business, tenant, homebuyer, individual receiving services from the LDFCHA or an applicant for housing assistance/services.
- 1.3. **Grievance**. A “Grievance” is defined as any disagreement or dispute with respect to lease requirements, business dealings with contractors or vendors, or any LDFCHA action or failure to act in accordance with a contract, service agreement, or lease. A grievance may also include any disagreement or dispute with the LDFCHA over its interpretation or application of LDFCHA regulations, policies and/or procedures which adversely affect the rights, duties, welfare or status of the grievant. A grievance may not contest a termination of a lease or other contract for occupancy of housing, or eviction proceeding.

- 1.4. **Hearing Board.** The Grievance “Hearing Board” is composed of the LDFCHA BOC.
- 1.5. **Notice.** A “Notice” is defined as:
- A. The written notification given to the accused, named in the grievance, of any proposed adverse action involving him/her, the grounds for such adverse action, scheduled appearances, and the right to appeal.
 - B. The written notification given to the grievant, submitting the grievance, of receipt of the grievance, proposed disposition of the grievance by the LDFCHA Staff, Director, or LDFCHA BOC, and scheduled appearances.

SECTION 2 GRIEVANT RESPONSIBILITIES

- 2.1. If an individual (grievant) wishes to file a grievance with the LDFCHA, it must be submitted in writing, it must be signed, and it must be dated by the grievant.
- A. **PREPARING A GRIEVANCE.** Grievances may, at their option, use a grievance form furnished by the LDFCHA. In any event, the grievance must be in writing and must include:
- (1) The name, address and telephone number of the grievant;
 - (2) The name, address and telephone number of the grievant’s representative (legal or otherwise – where applicable);
 - (3) The name(s) of the accused LDFCHA tenant(s) or LDFCHA staff member(s);
 - (4) The action(s) or omission(s) of the LDFCHA that are the basis for the grievance;
 - (5) The law, agreement or policy allegedly violated by the LDFCHA;
 - (6) All related facts;
 - (7) Date(s) and time(s);
 - (8) Names of witnesses who can corroborate the allegations;
 - (9) Police incident reports (if applicable);
 - (10) Court records (if applicable);

- (11) Previous records of grievance against the accused LDFCHA tenant(s) or LDFCHA staff member(s);
- (12) Other records showing that the grievant has made attempts to resolve the matter (with or without success);
- (13) Other relevant documentation; and
- (14) The action (remedy) or relief being sought by the grievant in order to resolve the grievance.

2.2. Submission.

- A. A grievance may be submitted to the Receptionist (or other available LDFCHA staff) at the LDFCHA office, located at 554 Chicog Street, Lac du Flambeau, Wisconsin, between the hours of 8 a.m. and 4: 30 p.m., Monday to Friday.
- B. A grievance may also be submitted to the Lac du Flambeau Chippewa Housing Authority via mail. The mailing address is: P.O. Box 187, Lac du Flambeau, Wisconsin, 54538.
- C. The grievance must be filed with the LDFCHA within five (5) business days of the incident, action, inaction, or failure to act that precipitated the grievance.

SECTION 3 LDFCHA ACTIONS

- 3.1. Upon receipt of a grievance, the LDFCHA Compliance Manager will promptly stamp the date and time of receipt on the grievance. Furthermore, the LDFCHA Compliance Manager will acknowledge receipt of the grievance, in writing, to the grievant within five (5) business days of receipt of the grievance.
- 3.2. The grievance will then be forwarded to the LDFCHA Director so that the internal review process can begin. The Director will utilize the grievance review form to facilitate his/her review of the grievance. This form will also be used (internally) to document findings, actions, recommendations, and disposition of the grievance.
- 3.3. The LDFCHA Director will assign appropriate LDFCHA staff member(s) to investigate the grievance, gather facts, and provide feedback to the Director on the matter. That initial staff review shall be completed within five (5) business days of being assigned the task by the Director.

- 3.4. In all cases, but especially where the grievance indicates that expeditious action is required to preserve the safety and/or rights of the complaining party, the LDFCHA shall endeavor to resolve the matter as expeditiously as possible.
- 3.5. The LDFCHA Director (and/or his/her designate) and the grievant shall attempt to resolve the problem at the time the grievance is presented to the LDFCHA or anytime deemed appropriate during the following fifteen (15) day period. The Director will have fifteen (15) business days from the date of receipt to informally review, discuss and resolve the grievance.
- 3.6. Following a thorough review of the matter, the LDFCHA Director (or his/her designee) will provide the grievant with a written response.
 - A. At a minimum, the Housing Directors formal response will specify:
 - (1) What action(s), if any, the LDFCHA took (or will take) to resolve the matter and the specific reason(s) for that course of action;
 - (2) The right of the grievant to a formal hearing before the LDFCHA BOC should the grievant not be satisfied with the decision of the Housing Director;
 - (3) That the grievant has five (5) business days, from the date of receipt of the Housing Directors decision, within which to request a formal hearing before the LDFCHA BOC.
 - B. The Housing Directors formal written response shall be delivered or mailed (Registered or Certified) to the grievant NO LATER THAN fifteen (15) business days following receipt of the grievance.
 - C. A copy of the Housing Directors formal written response will be filed in:
 - (1) The LDFCHA's "grievance" file;
 - (2) The grievant's file (where applicable);
 - (3) The applicable LDFCHA tenant file(s); and
 - (4) Other applicable files as determined by the Director.

**SECTION 4
RIGHT TO REQUEST A FORMAL HEARING
BEFORE
THE LDFCHA BOC**

- 4.1. If the grievant has gone through the Directors formal review and is still not satisfied, he/she may request a formal hearing before the LDFCHA BOC.
- 4.2. Additionally, if the matter is not resolved or investigated to the satisfaction of the complaining party, or if the LDFCHA failed to communicate with the complaining party in a timely manner within fifteen (15) business days of receipt of the grievance by the LDFCHA), the complaining party may ask for a formal hearing before the LDFCHA BOC.
- 4.3. If the grievant desires a formal hearing and review by the LDFCHA BOC, he/she must file a written request with the Chairperson of the LDFCHA BOC.
 - A. That request must be submitted, in writing, to the Chairperson after the following thresholds have been met:
 - (1) Fifteen (15) business days have elapsed since the grievance was filed and the LDFCHA has not responded.
 - or
 - (2) No more than five (5) business days have elapsed since receipt of the Housing Directors decision on the matter.

SECTION 5 SCHEDULING THE FORMAL HEARING

- 5.1. A formal hearing will be scheduled, as an agenda item, at the next regularly scheduled meeting of the LDFCHA BOC (unless otherwise noted by the Chairperson of that committee), after receipt of the request for the hearing from the grievant.
- 5.2. In those instances where a “Special” or “Emergency” hearing is warranted in order to expeditiously resolve the matter, the hearing will be scheduled for a time and place reasonably convenient to both the grievant and the LDFCHA BOC.
- 5.3. A written notification, on the formal hearing, will be delivered to the grievant, the accused, appropriate LDFCHA officials, and other affected LDFCHA tenants or staff (as applicable), by Registered or Certified mail, or delivered promptly in person and a signed receipt obtained.
- 5.4. The written notification will specify:
 - A. Date and Time of the hearing;
 - B. Place of the hearing; and

- C. Special procedures (if any) governing the hearing.
- 5.5. Any party may request, for good cause, a postponement of the hearing to another date.

SECTION 6 THE FORMAL HEARING

- 6.1. The members of the LDFCHA BOC shall serve as the hearing board. Any member of the LDFCHA BOC, who has a conflict of interest, as that term is defined in LDFCHA policies, based on a relationship with the grievant or the LDFCHA official whose conduct is challenged, will be disqualified from serving as a member of the hearing board and will be excused from all aspects of the hearing.
- 6.2. What to expect at the LDFCHA BOC HEARING.
- A. The grievant shall be afforded a fair hearing that safeguards DUE PROCESS. Due Process includes:
 - (1) The opportunity to examine, before the hearing, all documents, records and regulations of the LDFCHA that are relevant to the hearing.
 - (a) Should the grievant desire copies of any of these materials, it will be at his/her own expense.
 - (b) The LDFCHA may charge reasonable fees to cover the cost of time and materials to copy such requested items (i.e. 15 cents per page).
 - (c) The LDFCHA may take such measures as may be necessary to protect the privacy rights of tenants and employees, including withholding documents or obliterating identifying information. Any documents NOT made available to the grievant upon the grievant's request may NOT be used by the LDFCHA during the formal hearing process.
 - (2) The right to a private hearing (executive session) unless other wise requested (i.e., one that is open or a public hearing) by the grievant.
 - (3) The right to be represented by legal counsel or another person chosen as his/her representative and to have that person make statements on the grievant's behalf.

- (4) The right of the grievant to present evidence and arguments in support of the grievant's grievance, and to rebut evidence presented by the accused or the LDFCHA.
- (5) At the hearing, the grievant must first show that he/she is entitled to the relief sought, after which, the LDFCHA must sustain the burden of justifying the LDFCHA's action or failure to act as cited in the grievance.
- (6) Oral or documentary evidence pertinent to the facts and issues raised by either the grievant or the LDFCHA may be received without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

B. LDFCHA BOC.

- (1) The LDFCHA will review all pertinent materials, related to the Grievance, including the LDFCHA's formal written response.
- (2) Following the hearing, the LDFCHA BOC will render a decision on the matter (via MOTION) and may make recommendations for corrective action (as applicable).
- (3) Within five (5) business days of the conclusion of the hearing, the LDFCHA BOC shall provide the grievant and the LDFCHA with a written decision on the matter, including the reason(s) for that decision. The LDFCHA will file one (1) copy of the decision in the grievant's file (as applicable), a copy in the accused individuals file and a copy in the LDFCHA's Grievance file.
- (4) Order and discipline. The LDFCHA BOC shall require that LDFCHA staff/management, the grievant, the accused, counsel and other participants and spectators conduct themselves in an orderly fashion.
 - (a) Failure of individuals to comply with the directions of the LDFCHA BOC Chairperson, to maintain order, may result in the removal of the offending person from the proceedings, termination of the hearing, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

6.3. Failure to Appear.

- A. If the grievant fails to appear at the scheduled hearing, the LDFCHA BOC may dismiss the grievance.

SECTION 7 LEGAL ISSUES

- 7.1. The LDFCHA staff and management are prohibited from giving any type of legal advice, regarding a grievance, to the grievant, the accused, or any other individual involved in the grievance. However, they may refer them to the clerk of the Lac du Flambeau Tribal Courts who maintains a listing of all attorneys licensed to practice on the reservation.

- 7.2. Neither the LDFCHA nor its staff may be held personally liable for any actions arising from a grievance (with regards to a violation of LDFCHA policies and procedures, contracts, service agreements, or violations of the lease) that is brought against a LDFCHA Employee, Tenant or Tenant family's. Such actions will be viewed as retribution and will not be tolerated. The LDFCHA takes the investigation of grievances seriously and does so to protect property, safety and lives.