

AMERICORPS BUILDS LIVES THROUGH EDUCATION 2009-2010 ABLE MEMBER HANDBOOK

TABLE OF CONTENTS

AMERICORPS	
Overview and History.....	2
ABLE-Mission Statement & Position Description.....	3
My AmeriCorps	4
Segal Educational Award.....	5
Education Award FAQ's.....	5
Loan Forbearance.....	6
Taxes.....	6
 YOUR TERM OF SERVICE	
Overview of Member Positions.....	7
Probation Period.....	7
Effect of Allowance on Member's Need-Based Programs.....	7-8
Waiving the Living Allowance.....	8
Child Care.....	8
Workers Compensation.....	8
Health Insurance.....	8
Health Care Insurance for members on Medicaid.....	8
Pregnancy Policy.....	9
 RULES AND REGULATIONS	
AmeriCorps Member Rules.....	10-11
 POLICIES AND PROCEDURES	
Prohibited Activities Policy.....	12
Fundraising Policy.....	13
Drug and Alcohol Policy.....	13-14
Fraternization Policy.....	14
Western New York AmeriCorps Non – Harassment Policy.....	14-15
Sexual Harassment Policy.....	15-16
Discipline Policy.....	16
Grievance Procedure.....	16-18
National Service Criminal History Check Policy.....	18-19
Safety Policy.....	19-20
 Acknowledgement of Receipt of Member Handbook (Detach and Sign).....	 21

AMERICORPS

In 1993, President Bill Clinton signed the National and Community Service Trust Act, which established the Corporation for National and Community Service and brought the full range of domestic community service programs under the umbrella of one central organization. This legislation built on the first National Service Act signed by President H.W. Bush in 1990. It also formally launched AmeriCorps, a network of national service programs that engage Americans in intensive service to meet the nation's critical needs in education, public safety, health, and the environment. The newly created AmeriCorps incorporated two existing national service programs: the longstanding VISTA (Volunteers in Service to America) program, created by President Lyndon Johnson in 1964 and the National Civilian Community Corps (NCCC).

On April 21, 2009, The Edward M. Kennedy Serve America Act was signed by President Barack Obama. The Serve America Act reauthorizes and expands national service programs administered by the Corporation for National and Community Service. The bill will increase and enhance opportunities for Americans of all ages to serve by increasing AmeriCorps from 75,000 to 250,000 positions over the next eight years, while increasing opportunities for students and older Americans to serve. It will strengthen America's civic infrastructure through social innovation, volunteer mobilization, and building nonprofit capacity. The new law is also designed to strengthen the management, cost-effectiveness and accountability of national service programs by increasing flexibility, consolidating funding streams, and introducing more competition.

The Mission of AmeriCorps is to provide opportunities for Americans of all ages to help improve the nation through service to communities – making our environment cleaner, our children healthier, our schools better and our streets safer. A special emphasis of AmeriCorps is on the critical problems of children and youth, and the need for all young people to serve, not just to be served. A large proportion of AmeriCorps Members serve in programs seeking to achieve the goals for America's future. AmeriCorps works on the simple idea that those who take responsibility of their community ought to be rewarded with opportunity.

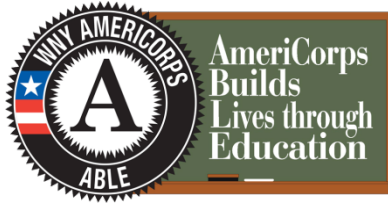
THE FOUR MAIN OBJECTIVES OF AMERICORPS ARE:

GETTING THINGS DONE. AmeriCorps Members help communities solve problems in the areas of education, public safety, the environment and other human needs, both through their own direct service and by mobilizing the volunteer service of other Americans.

STRENGTHENING COMMUNITIES. AmeriCorps unites individuals from all different backgrounds and organizations of different kinds in a common effort to improve our communities.

ENCOURAGING RESPONSIBILITY. AmeriCorps encourages members to explore and exercise their responsibilities to their communities, their families, and themselves, during their service experience and throughout their lives.

EXPANDING OPPORTUNITY. AmeriCorps helps those who help America. AmeriCorps Members receive awards to further their education or to pay back their student loans, as well as, an invaluable job experience, specialized training, and life skills.



AMERICORPS BUILDS LIVES THROUGH EDUCATION

WNY AmeriCorps provides opportunities for all individuals to serve, challenging citizens to turn their ideals into action and their passion into positive change. Through transformational service and civic responsibility, WNY AmeriCorps is designing a sustainable future for our nation's communities.

A program of WNY AmeriCorps, AmeriCorps Builds Lives through Education (ABLE) mobilizes men and women in national service to revive and strengthen educational environments, expanding opportunities for today's youth and transforming America's future—one student, one classroom, and one community at a time.

MEMBER POSITION DESCRIPTION:

Responsible for engaging in a premier national service experience to help make schools stronger, community-based organizations more effective and the community as a whole more informed. Generally serves the community as an AmeriCorps member, but more specifically serves in school- and community-based organizations as a tutor or teacher's aide while being immersed in a culture of service that creates opportunities for all Americans to improve our communities and our nation.

Duties and Responsibilities include the following (other duties may be assigned):

- Provides quality education support services to K-12 grade students through one-on-one and small group tutoring and classroom assistance.
- Works directly with teacher-identified K-12 grade students in need of educational support services and attention.
- Works to improve the academic behaviors, abilities and achievements of assigned students.
- Assesses and measures progress of students through classroom observation, reading comprehension analysis and student/teacher meetings.
- Recruits community volunteers to support and sustain program activities.
- Attends and participates in WNY AmeriCorps sponsored service days, as well as established AmeriCorps member development trainings provided by ABLE program staff.
- Commits to completing the service hour requirement established in the AmeriCorps Member contract:
 - * Full-time – 1700 hours of service (35-40 hours per week)
 - * Part-time – 900 hours of service (15-20 hours per week)
 - * Minimum-time – 300 hours of service (30-35 hours per week)
- Participates in monthly site visits with ABLE program staff.

MY AMERICORPS

My AmeriCorps is an online space designed to help members manage their AmeriCorps experience. It provides an easy way for individuals to get and give important information – before, during and after their service. This site makes it easy to search and apply for AmeriCorps service opportunities in all three AmeriCorps programs. After registering and creating a profile, potential applicants can apply and allow programs to offer service opportunities to them as well.

For those who apply to a program, My AmeriCorps makes frequently used and requested forms available online, any time. Examples include the application, reference forms, tax forms, earnings statements, and Segal AmeriCorps Education Award requests. The site is tailored to members and alumni from all three AmeriCorps programs, showing them what they need, when they need it.

In addition, My AmeriCorps includes comprehensive online help, frequently asked questions and an enhanced customer service feature, “Contact My AmeriCorps,” to get you the answers you need about the programs or the system.

Your term of service with the ABLE program requires you to have a My AmeriCorps account. If you applied online to the ABLE program, you already have a My AmeriCorps account. This will be the same username and password you will use throughout your year and after.

If you are a current member or alumni, and this is your first time using the My AmeriCorps system, you will need to complete a simple registration process in order to be granted access. From the AmeriCorps website (www.AmeriCorps.gov), click on the “My AmeriCorps” link on the homepage. You can also access a link to My AmeriCorps by going to my.americorps.gov. Follow the instructions provided on the log-in page to create a new account. Simply enter in the required information to register and you are ready to begin.

You will be receiving a Segal Education Award at the end of your term of service, and accessing My AmeriCorps will allow you (as a current member and as an alum) to: Update your contact information, view the status of your pending requests, check your Segal AmeriCorps Education Award balance, view your account history, and access, create, and submit forms to: Have your student loans deferred during your term of service (Forbearance Request); Request payment of the interest that accrued on your student loans during your term of service (Interest Accrual Benefit Request); Request payment of qualified student loans (Education Award Payment Request); Request payment of current Educational Expenses (Education Award Payment Request); Extend the date of expiration of your Segal AmeriCorps Education Award (Award Extension Request)

EDUCATIONAL AWARD

What is the Segal Education Award?

After successfully completing a term of service, AmeriCorps members who are enrolled in the National Service Trust are eligible to receive a Segal AmeriCorps Education Award. You can use your Segal AmeriCorps Education Award to pay education costs at qualified institutions of higher education, for educational training, or to repay qualified student loans. The award is \$4,725 for a year of full-time service, and is prorated for part-time. You can access the award in full and part, and can take up to seven years after your term of service has ended to claim the award.

Use of Educational Awards:

Education Awards can be used to repay qualified student loans or to pay for the cost of attending a qualified institution of higher education (Title IV) or the expenses incurred in participating in approved school-to-work programs. Members can split up their awards to pay a combination of student loans and/or educational expenses. Not all schools or loans are eligible. See the following section for a description of “qualified loans.” The education award comes in a voucher and the Corporation for National Service will

make payment to the school or loan holder designated by the member. Awards cannot be taken in cash, nor can an individual (member) register for higher education classes then cancel those classes to receive the cash.

Accessing the Segal Education Award:

Accessing and managing your Segal AmeriCorps Education Award has never been easier. My AmeriCorps provides a one-stop shop for AmeriCorps State and National, VISTA and NCCC applicants, members and alumni - presenting a wealth of information and frequently requested forms and services. By registering to use the system, you can check your award balance, access important financial forms and, most importantly, quickly and easily make payments to your educational or financial institution.

The system also provides you with the ability to:

- Modify contact information (name, addresses, e-mail address)
- View and print tax statements and forms
- View and print pay statements (as applicable)
- Access customized letters certifying your term of service with an AmeriCorps program
- General information about AmeriCorps
- How to receive an educational award
- How to use the voucher
- Answer to 1099 tax reporting questions
- Request new or duplicate voucher

FREQUENTLY ASKED QUESTIONS ABOUT THE SEGAL EDUCATION AWARD:

- What if I need help accessing My AmeriCorps, or if I forget my username/password?
 - Call the National Service Trust Hotline: 888-507-5962
- How do I find out if the school I want to use the Education Award at is Title IV?
 - You can find a list of Title IV schools at www.ed.gov/offices/PSFAP/Students/apply/search.html/
- What can I use my Segal Education Award on?
 - **Qualified Loans:** The AmeriCorps legislation defines a “qualified student loan” as a loan backed by the federal government under the Title IV of the Higher Education Act (except PLUS Loans to parents of students) or under Titles VII or VIII of the Public Health Service Act. Additionally, loans made directly to students by the Alaska Commission on Post Secondary Education are qualified student loans. Education awards cannot be used to repay any other type of loan, even if the loan was obtained for educational purposes. Some of the most common qualified loans are: Stafford Loans, Perkins Loans, Federal Direct Loans, Supplemental Loans for Students (SLS), Federal Consolidation Loans, Higher Education Assistance Loans (HEAL), Health Professions Student Loans (HPSL), and loans made directly to members by the Alaska Commission on Post Secondary Education.
 - Members can use their education awards to repay defaulted student loans, as long as the loans meet the definition of “qualified student loan,” described above.
 - **Qualified Schools:** For the purpose of the educational award, a “qualified institution of higher education” is an institution that has a Title IV Program Participation Agreement with the U.S. Department of Education. This simply means that the school has an agreement with the Department of Education whereby students at the school are eligible to receive federal financial assistance (backed by the Department of Education under Title IV of the Higher Education Act) to attend the school. An institution may be fully accredited, even offer graduate degrees; however, unless it is a school that participates in the U.S. Department of Education’s Title IV financial assistance programs—i.e., a “Title IV school”—the education award cannot be used.

ARE AMERICORPS MEMBERS ELIGIBLE FOR LOAN FORBEARANCE?

AmeriCorps Members are eligible to have the repayment of certain student loans postponed while they are earning an education award. The Trust merely verifies membership in AmeriCorps and forwards the documents to the loan companies. The Trust is able to verify membership only when it has proof from a project that the individual is an AmeriCorps Member. There are various ways to postpone the repayment of qualified student loans. While members may also be eligible for other types of deferments or forbearances, each with their own special circumstances and limitations, they are encouraged to request forbearance based on "National Service." If a member wants forbearance based on "National Service," they should make it clear to their loan holder that they are requesting forbearance for their "National Service" in "AmeriCorps." They should use these two terms when requesting forbearance. The member should initiate a request for loan forbearance.

Most qualified student loans that are in default are not eligible for forbearance. For those who have loans that have gone into default before they begin their AmeriCorps service, the member can attempt to negotiate an arrangement with the loan holder (or collection agency) to bring the loan out of default so forbearance can be granted and interest paid.

Under this forbearance, the interest continues to accrue on qualified loans during a member's term of service. Upon the successful completion of a member's service, the Corporation for National and Community Service may pay, on behalf of the borrower, all or a portion of the interest that has accrued during his or her service period. This benefit is intended to enable an individual with an outstanding debt to participate in AmeriCorps. This is a benefit above and beyond the education award. The interest payment is not deducted from the amount of the award. The payment will be considered taxable income for the year in which it was issued.

TAXES

The IRS has determined that education awards are considered taxable income in the year they are used. If the member uses a portion of the educational award in a particular year, only that portion used will be subject to income taxes for that year. Additionally, if no payment is made from a member's account during a year, there is no tax liability from the award. Likewise, payments that the Trust makes for interest that accrued on qualified loans are taxable.

The Taxpayer Relief Act of 1997 created the Hope Scholarship Credit, the Lifetime Learning Credit, as well as a deduction for certain interest payments on qualified student loans. These benefits, which first became available for expenses incurred in 1998, mean that many AmeriCorps Members will be able to obtain substantial relief, and in some cases full-relief, from federal taxes on the use of their education awards. The Corporation cannot provide individual assistance in utilizing these deductions. However, further information about these credits can be obtained from:

- The IRS, <http://www.irs.ustreas.gov/prod/hot/not97-60.html>; or
- Phone: 1-800-829-1040. Request IRS Publication 970, Tax Benefits for Higher Education, by calling 1-800-TAX-FORM (1-800-829-3676), or by downloading it from the IRS website; or
- The Department of Education, <http://www.ed.gov/inits/hope>; or
- AmeriCorps Alums, <http://www.americorpsalums.org>
- For questions about the educational award tax go to:
<http://www.lifetimeofservice.org/?EdAwardQuestions>

YOUR TERM OF SERVICE

There are multiple terms of service that are available through the AmeriCorps Program. Traditionally, a term of service is defined as including at least **1,700** hours of service participation over a period of 9 to 12 months for **“full-time members.”** There are also 900-hour and 300-hour stipended positions. Holidays, leave time, and other absences may not be counted towards service hours, but are included in the programmatic year.

FULL-TIME MEMBERS: (1700-HOUR COMMITMENT FOR 9-12 MONTHS)

- Bi-weekly living allowance
- \$4,725.00 Educational Award
- Health Insurance. (If needed)
- Child Care (If needed and qualified); Up to \$6,000 per child.
- Forbearance on existing school loans during term of service; provided they are not in default
- Corporation for National and Community Service (CNCS) may pay accrued interest on loans after year of service
- Professional development

PART-TIME MEMBERS: (900-HOUR COMMITMENT FOR 12 MONTHS)

- Bi-weekly living allowance
- \$2,362.50 Education Award
- Professional development

MINIMUM-TIME POSITIONS: (300-HOUR COMMITMENT FOR 10 WEEKS)

- Bi-weekly living allowance
- \$1,000 Educational Award

PART-TIME EDUCATION AWARD ONLY POSITIONS: (NON-STIPENDED)

- 900-hour commitment for one full year
- \$2,362.00 Education Award
- No stipend is paid to individuals enrolled in a PT EAO position.

PROBATION PERIOD

There is a thirty-day probation period starting the first day of service for all full-time and part-time AmeriCorps Members. There is a two-week probation period starting the first day of service for all 10-week minimum-time members. The member agrees that while on probation with the AmeriCorps Program, they will be on time, not call in sick, and will obey all the rules. There are no leave days (time off, regular or sick) during the probation period. The member must also be aware that I may be required to take a drug test and will be required to undergo a criminal history check and national sex offenders check prior to starting my term of service. They understand that termination may occur at any time during this period for any violation to the policies of Western New York AmeriCorps or the host agency. If any of the AmeriCorps rules are violated during the probation period, it is understood that termination from the program may occur and no pay will be paid for any of the prior time served.

THE EFFECT OF THE LIVING ALLOWANCE ON A MEMBER'S AFDC (OR TANF), FOOD STAMPS, AND OTHER NEED-BASED PROGRAMS

A member's living allowance may affect his or her eligibility for need-based programs funded under the Social Security Act, such as AFDC or TANF, Supplement Security Income, and Medicaid. A member's living allowance does not affect his or her eligibility for federal need-based programs such as Food Stamps, Section 8 Housing, and public housing. However, a member's living allowance may affect his or her

eligibility for need-based program funded under the Social Security Act, such as AFDC or TSNF, Supplemental Security Income, and Medicaid. Unless you are a member of the AmeriCorps VISTA program, your SSI disability may be affected.

WAIVING THE LIVING ALLOWANCE

AmeriCorps Members who fear losing federal assistance because of the living allowance may waive the living allowance, with the following caveats:

The member must understand that each state has different regulations applying Health Human Services rules, and that even if the member waives his or her right to receive the living allowance that the member is eligible to receive.

The member may revoke the waiver at any time during the course of the program.

If the member revokes the waiver, he or she may begin receiving the living allowance only from the date on which the waiver was revoked; he or she may not receive any portion of the living allowance that has accrued during the waiver period.

A living allowance waiver form is available upon request. Please ask your AmeriCorps Program staff.

CHILD CARE

Eligible full-time members may receive subsidized child-care through AmeriCorps*CARE while they participate in national service. AmeriCorps*CARE child-care benefits are administered through the offices Association of Child Care Resource and Referral Agencies (NACCRRA). Program Directors, AmeriCorps Members, and child-care providers may contact AmeriCorps*CARE at (800) 570-4543x344, through NACCRRA's website <http://www.naccrra.org/ameriCorps/>, or by email at ac.childcare@naccrra.org. In order to be eligible for the benefits, the member's family must be income-eligible and the childcare provider must be legally qualified in the state. AmeriCorps*CARE will reimburse qualified child care providers up to 100% of the current local market rate for child care services. Reimbursement rates and income eligibility are based on locally established guidelines under the Child Care and Development Fund (CCDF).

WORKERS COMPENSATION

You are covered by the New York State Workers Compensation Program. If you are injured on the job, you should immediately contact your AmeriCorps Program Manager so that appropriate treatment can be provided and the proper reports can be filled out. The Staff and participants will make every effort to protect your safety through the proper use of equipment, safety clothes, and behavior.

HEALTH INSURANCE

Only full-time AmeriCorps Members are covered under a Health Insurance Plan provided by the AmeriCorps program. All members are covered regardless of previous coverage; however, members are not required to make use of the plan. The plan covers only the Corps member, and it covers medically necessary treatment expenses of any accident or illness during the term of coverage. The member is subject to a \$100 deductible and a \$50,000 maximum per year during the period coverage. After the deductible is satisfied, the insurance company will pay 80% of the first \$4,500 and 100% thereafter. Additionally, the deduction applies only once each year you are covered and may be satisfied by any combination of covered medical expenses. The member health insurance is covered by Summit America (www.summitamerica-ins.com). Ask your AmeriCorps Program Manager for more details.

Health Care Insurance for Members on Medicaid:

Health care coverage is available for all full-time members even if they are eligible for Medicaid. The U.S. Department of Health and Human Services has taken the position that members receiving Medicaid have coverage available to them through AmeriCorps. Because Medicaid "wraps around" other available health coverage, Medicaid will pick up only those costs that are not covered under the AmeriCorps policy. Members who remain on AFDC will continue to receive Medicaid for their dependants. Members who lose AFDC due to the living allowance usually can continue to receive extended Medicaid coverage for their dependants for up to one year. Program applicant should consult with their caseworkers before enrolling in AmeriCorps.

PREGNANCY POLICY

Employment: AmeriCorps will not deny a pregnant member employment for any reason alone. However, certification from a licensed practitioner is required stating the individual's ability to perform the major function of their service.

Termination: AmeriCorps will not terminate a member with a pregnancy-related condition so long as she is able to perform the major function of her service and wear the required safety equipment. The Corps will ask the member to obtain medical certification stating her ability to perform the major functions of her service, as it shall do for all members with other temporary limitations. If the practitioner does not certify the member as capable of performing the major functions of her service, then the member will be put on medical leave.

Assigned Alternate Duties: AmeriCorps will not discriminate in the job assignment of members with pregnancy-related conditions because of the nature of the duties performed at work. Members with pregnancy-related conditions who, after a period of time, are unable to perform the major functions of their service, will be assigned alternate duty, if available, on an equal basis as other members assigned alternate duty because of other limitations prescribed by a doctor.

Leave Time: A member will be granted up to, but not more than, one year medical leave for pregnancy related conditions and will have the right to return to the Corps. The member will submit an approximation of the medical leave time required, and following the absence, will present doctor's certification in order to return to work. When a member takes a leave of absence from the program, a Change of Status/Term Form must be completed. The member will not receive a stipend during their leave.

Family and Medical Leave Act (FMLA): "Members are entitled to leave under the Family and Medical Leave Act provided they meet the same requirements that an employee would be required to meet. Specifically, to be eligible a member must have provided service for at least 12 months and have completed 1,250 service hours. Private nonprofit entities with fewer than 50 employees may not be subject to the FMLA. The grantee may, at its discretion, authorize temporary leave of up to twelve weeks for the same allowed under FMLA to AmeriCorps Members who do not otherwise meet the eligible requirements for FMLA leave."

Attendance: A pregnant member is expected to perform regular service hours. Attendance problems without a doctor's excuse may be grounds for termination.

WNY AMERICORPS RULES AND REGULATIONS

- 1) **Be Prompt:** A service day's hours vary from host site to host site. Three "lates" in one month will result in a four-day suspension. Six "lates" in two months will result in termination.
- 2) **Tardiness:** If you call stating that you will be late, (ex. scheduled service time of 8:00am and you arrive between 8:20a.m.), you will be considered late, but able to work the rest of the day. After three late arrivals in one month, disciplinary action will follow. It is imperative that you inform your host site supervisor if you are going to arrive late to your host site.
- 3) **Be Present:** Since sickness and other events do occur, there are times when it may be necessary for you to call in absent for the day. If that is the case then you **MUST** contact your host site supervisor before the start of your workday.
- 4) **Time-Off Request (TOR):** All absences must be explained and documented on a time-off request form and the corresponding timesheet for the time period you are absent from your site. If you need a day off, call in for a day due to illness, or need to leave early or arrive late, a Time-Off Request Form **MUST** be filled out and submitted for approval to the site supervisor at least 48 hours in advance. The time-off request and corresponding timesheet must then be turned into the Program. Approval of the request is at the discretion of the Supervisor. Members have **five** paid Time-Off Request (TOR) days per year. It is the policy of Western New York AmeriCorps that a copy of your Time-Off Request form accompanies your timesheet for that pay period. Members who do not report to their service site for three or more consecutive days without notifying the site supervisor will be considered absent without leave and may be immediately terminated.
- 5) **Sick Days:** Each Member will be allowed **five** paid sick days for his/her term of service period. If you are going to be out for three or more consecutive days, a doctor's excuse must accompany your timesheet with an authorized Time-Off Request Form from your immediate supervisor.
- 6) **Leaving Early:** Leaving your site early is not permitted unless an appropriate site supervisor at your placement grants permission. The only exception to this is a family emergency (i.e. death, hospitalization, etc.), but you must still notify your host site supervisor and document it on your timesheet.
- 7) **Safety:** Western New York AmeriCorps maintains a safety plan that embodies the proper attitudes toward injury and illness control. Please report incidents to the appropriate supervisor and Program staff.
- 8) **Lunch Policy:** AmeriCorps Members will be allowed **30 minutes to an hour** for lunch each day unless otherwise stated by your host site supervisor. If you work between 7 and 8.5 hours in any given workday, then you must deduct a ½ hour from that day's work for lunch. If you work 9 or more hours in any given workday, then you must deduct 1 hour from that day's work for lunch. Furthermore, if a deduction is not shown, it will be automatically deducted before being calculated and included in your total hours of service.
- 9) **Living Allowance:** AmeriCorps Members receive a living allowance (not a wage) every two weeks. Each bi-weekly living allowance covers the previous two weeks of service that has been completed. Your living allowance is considered taxable income. It is not a wage. If you wish to have or to change your state and federal withholdings, please contact the appropriate Human Resource Administrator. Direct deposit is also available upon request.
- 10) **Timesheet Policy:** Your timesheet is your responsibility. You are responsible for making sure that your timesheets are signed by both you and the appropriate supervisor at your site. Once your timesheet has been completed and signed it should then be faxed to the Western New York AmeriCorps Headquarters **by 4:00PM on the Friday that marks the end of each bi-weekly pay period.** Any member who forgets to hand in a timesheet on time during any specific pay period will be honored for pay for that pay period **only once.** Two or more consecutive forgotten timesheets will result in the withholding of your pay until the following pay period.

11) **Service Term Suspension:** Suspension from the AmeriCorps program may be enacted if the Member demonstrates and provides acceptable written, signed and dated documentation of a compelling personal circumstances. In the event of a suspension, your living allowance will be placed in moratorium throughout the period of time in which your term of service has been suspended. Your living allowance will be reinstated upon your reinstatement into the AmeriCorps program.

12) **Bereavement Policy:** Each AmeriCorps Member will receive up to 3 days off in the unfortunate event of a death of an immediate family member.

13) **Uniform Policy:** AmeriCorps Members will be required to sign for their AmeriCorps uniforms and are held responsible for them. Members may choose to wear their uniforms on any given day at their service site. They are not required to wear them on a daily basis. Corps members are required to maintain their own uniforms. Also, uniforms are not to be worn unless representing ABLE.

14) **Mandatory Service Projects, Trainings and Orientation:** Each AmeriCorps Member is required to participate in mandatory service projects, trainings, and a two-day orientation throughout his/her term of service period. This requirement is part of the commitment that you made when you became an AmeriCorps Member. You will be given at least two weeks notice of the date of the mandatory project, training, or orientation. If you fail to attend a mandatory project, training or orientation, barring an extreme circumstance, disciplinary action will occur. A mandatory service project is treated as any other service day. If you arrive late, it will count towards your total number of "lates" for the month.

15) **Smoking Policy:** If you are to travel in an official vehicle, smoking is not allowed in any official vehicle or official building by order of the Board. Smoking in official vehicles or buildings will result in a three-day suspension.

16) **Criminal Activity:** AmeriCorps will not tolerate participating and/or initiating in criminal acts. AmeriCorps will not tolerate possession of any form of a weapon during work hours, on job sites, at any activity, or event. Immediate suspension or termination will result from this behavior.

17) **Member Conduct:** AmeriCorps members are responsible for adhering to all rules and regulations of their assigned host site. Please show respect to other AmeriCorps Members, staff, volunteers, and their property at all times. Proper conduct is important in the workplace and at your host site. Remember to demonstrate mutual respect toward others, Follow directions, and direct concerns, problems, and suggestions to Program Staff; and Direct Site Supervisor

18) **Inclement Weather:** In the case of extreme weather conditions, please tune into the local television and radio stations to find out if your service site is closed. In the event of a snow day, you must document this day off on your timesheet as such.

19) **Evaluation:** Members will be evaluated on a semi-annual basis. Mid and end of term evaluations will be given to members on their progress. A certain minimal level shall be maintained in order to remain as a member. During evaluation, members should feel free to deal with any issues of importance to them. At the end of their term of service, members will be given an overall evaluation of their performance with the program. As in any other workplace, membership and the ongoing performance of its duties are directly linked to member attendance. To fully benefit from the educational and training experiences available, members must make the necessary effort to be present and to participate. These issues will also be taken into consideration when evaluations are done.

20) **Reporting:** Members are responsible for recording on and submitting required reporting documents throughout their term of AmeriCorps service. Reporting will be due throughout the term of service and members will be reminded of their due dates on a regular basis. It is encouraged that a journal be kept to record events and achievements of the member's term of service. By writing in a journal, you will keep a record of all your experiences. The logbook will also assist you in setting goals for yourself, reporting data when needed and in seeing how much you have accomplished throughout the year.

POLICIES AND PROCEDURES

PROHIBITED ACTIVITIES POLICY

At all times, while serving in the official capacity of an AmeriCorps member, accumulating service or training hours or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community service, the Member is restricted from engaging in any AmeriCorps prohibited activities, including:

- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office or any activity attempting to influence legislation;
- Helping or hindering union activity;
- Engaging in religious instruction;
- Conducting worship services;
- Providing instruction as part of a program that includes mandatory religious instruction or worship;
- Constructing or operating facilities devoted to religious instruction or worship;
- Maintaining facilities primarily or inherently devoted to religious instruction or worship;
- Proselytizing or engaging in any form of religious activity;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Impairing existing contracts for services or collective bargaining agreements;
- Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
- Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a non-profit that engages in lobbying;
- Sponsoring or participating in voter registration drives; and
- abortion services or referrals fro receipt of such services

At no time may the Member:

- Engage in any activity that is illegal under local, state or federal law;
- Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
- Write a grant application to the Corporation or to any other Federal agency.
- Engage in activities that pose a significant risk to others;
- Engage in an assignment that displaces employees; and
- Engage in other activities as the Corporation for National and Community Service, and/or the AmeriCorps program determines as prohibited.

The Member understands that the following acts will also constitute a violation of WNY AmeriCorps Policies and Procedures:

- Wearing inappropriate clothing to service assignments;
- Stealing or lying;
- Engaging in activity that may physically or emotionally damage other Members of the Program or members of the community;
- Possessing or using any illegal drugs;
- Consuming alcoholic beverages or any illegal drugs during the performances of service activities;
- Failure to notify the Program of any criminal arrest or conviction that occurs during the term of service;

- Falsifying or failing to complete Program records such as service record forms/timesheets, activity reports, timesheets, etc; will result in immediate termination.

FUNDRAISING POLICY

Members may raise funds directly in support of program activities; however, they may spend no more than 10% of their originally agreed-upon term of service performing fundraising activities.

Service activities that raise funds or “in-kind” contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in immediate support of an acceptable direct service and provided that they are not the Program’s primary activity or involve significant amounts of an individual member’s time.

AMERICORPS MEMBERS MAY NOT:

- Raise funds for his or her living allowance;
- Raise funds for an organization’s operating expenses or endowment;
- Write grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service, or any other federal agency

DRUG AND ALCOHOL ABUSE POLICY:

Western New York AmeriCorps, in conformance with the Federal Drug Free Workplace Act of 1988, maintains a drug-free workplace. All program participants should be aware that the policy of WNY AC, and its sub-sites, is that all participants will be subject to criminal, civil and disciplinary penalties if they distribute, sell, attempt to sell, possess, or purchase controlled substances while at the workplace or while performing in a program-related capacity. Participants are also prohibited from on the job use or impairment from alcohol or a controlled substance.

All participants will abide by the terms of this statement and will notify the Executive Director of any criminal drug statute convictions for a violation occurring at any WNY AC program site, no later than five (5) days after such conviction under federal law. The notification procedure relates only to convictions, not arrests.

All participants are reminded of WNY ACs’ position that alcoholism and other substance abuse are treatable diseases. All participants are encouraged to utilize the Employee Assistance Program (EAP) and/or the drug free awareness program for any problems, which impact program participation and performance.

Drug and Alcohol Free Awareness Program: In order to maintain a drug and alcohol free workplace, Western New York AmeriCorps has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol in the workplace; 2) WNY AC’s drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol violations, and violations of the WNY AC drug and alcohol free workplace. Such education includes: the distribution of our drug and alcohol free workplace policy at the employment interview; a discussion of our drug and alcohol free policy at the new employee orientation session; the distribution of published educational materials regarding the dangers of drug abuse and alcohol misuse; reorientation of all involved employees in cases in which a drug and/or alcohol-related accident or incidents occurs; and inclusion of the company’s drug and alcohol free workplace policy in the Employee Handbook and any other personnel policy publications.

Western New York AmeriCorps will not tolerate the use of drugs and/or alcohol during work hours or at any Corps activity or event. **Consequences:** Any Corps member found possessing or using drugs/and or alcohol during work hours will be **terminated immediately**. Any Corps member suspected of reporting to work under the influence of drugs/and or alcohol will be suspended pending an immediate drug test. If

the test is positive, a suspension will follow until treatment and counseling are completed. **Failure to attend and complete counseling will result in termination.**

Drug Free Workplace Act: The following statement is published in order to comply with the provisions of the Drug Free Workplace Act of 1988. Each member of Western New York AmeriCorps is hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace, on project sites, and any time you are wearing the AmeriCorps uniform and/or representing the AmeriCorps program. If you are caught in violation of these prohibitions, a disciplinary action will be taken in accordance with the Drug and Alcohol Abuse policy.

DEFINITIONS:

Alcohol or Alcoholic Beverage: any beverage containing alcohol that may be legally sold or consumed.

Drug: any substance of altering mood, perception, pain level, or judgment of the individual consuming it.

Prescribed drug: any substance prescribed for the individual consuming it by a licensed medical practitioner.

Illegal drug: any drug or controlled substance, the sale or consumption of which is illegal.

On premises: any office, building, vehicle or property owned, leased, rented, or operated by Western New York AmeriCorps; or any other site at which a program participant performs work.

Impaired: under the influence of a substance such that the participant's motor abilities (sight, hearing, balance, reaction, and reflex) or judgment are, or may reasonably be presumed to be, affected.

Possession: on a program participant's person; in a program participant's vehicle, duffel bag, lunch box, or in an area entrusted to the control of a program participant, such as a desk, file cabinet, or locker.

Criminal convictions: All program participants, as a condition of participation, must abide by this policy, and must notify Western New York AmeriCorps of any criminal drug law conviction for a violation occurring in the workplace no later than five (5) days after such conviction. If convicted, the participant will be terminated immediately.

Inspections: Refusal to submit to an inspection will be treated as an act of insubordination and may result in termination. Upon reasonable suspicion, a program participant's work area, desk, files, lockers, and personal belongings at the worksite are subject to inspection.

Targeted substances: Some of the drugs that are illegal under federal, state or local laws include marijuana, heroin, cocaine and PCP hallucinogens. Depressants and stimulants not prescribed for current personal treatment by an accredited physician are also illegal.

The following will not be tolerated and will result in immediate disciplinary action up to an including termination of service:

Obscene language and/or gestures

Intimidation

Humiliation

Verbal and/or Physical Abuse (fighting is included)

Harassment of any kind

Disrespect

FRATERNIZATION POLICY

At all times, while on projects, you are representing Western New York AmeriCorps. Behavior, which creates a negative image of the Corps, will not be tolerated. Therefore, there is to be no physical contact that is not necessitated by the work project between Corps members while on a project site, while on lunch or break, or at any time when you are acting as a representative of Western New York AmeriCorps.

WESTERN NEW YORK AMERICORPS NON-HARASSMENT POLICY

We prohibit harassment of one employee by another employee, supervisor or third party for any reason ["protected class"] including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability or any other protected class under federal, state or local law. Harassment of third parties by our employees is also prohibited.

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog or service dog), predisposing genetic characteristics, military status, marital status and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee harasses another for any reason or in any manner. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who feels that (s) he has been harassed should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Josh Randle at (716) 558-3335 and 2001 Union Rd. West Seneca, NY 14224 or Mark Lazzara at (716) 558-3301 and 2001 Union Rd. West Seneca, NY 14224. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints. When the designated employees have been notified of such complaints, they are required under the AmeriCorps federal grant requirements to notify all program participants, staff, applicants, and beneficiaries of the procedure for filing a discrimination complaint with the Corporation's Office of Civil Rights and Inclusiveness.

The organization will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

The reporting employee and any employee participating in any investigation under this policy have the organization's assurance that no reprisals will be taken as a result of a non-harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

SEXUAL HARASSMENT

Any type of sexual harassment is against organization policy and may be unlawful.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not

limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Any employee who feels that (s) he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

Any employee who believes that (s) he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Josh Randle, Chief Operating Officer at (716) 558-3335 and 2001 Union Rd. West Seneca, NY 14224 or Mark Lazzara, Chief Executive Officer at (716) 558-3301 and 2001 Union Rd. West Seneca, NY 14224. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints. When the designated employees have been notified of such complaints, they are required under the AmeriCorps federal grant requirements to notify all program participants, staff, applicants, and beneficiaries of the procedure for filing a discrimination complaint with the Corporation's Office of Civil Rights and Inclusiveness.

The organization will investigate every reported incident immediately. Any employee, supervisor or agent of the organization who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.

The organization will conduct all investigations in a discreet manner. The organization recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.

The reporting employee and any employee participating in any investigation under this policy have the organization's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

DISCIPLINE POLICY

Disciplinary actions for certain violations have been listed in this handbook. It is impossible to anticipate all possible circumstances; therefore, depending on the nature of the offense, the following measures will be taken for any improper conduct:

1. Verbal warning, documented
2. Written suspension or documentation; counseling session
3. Suspension
4. Termination

Serious violations are grounds for immediate termination. Penalties will be determined and enforced by the AmeriCorps staff.

GRIEVANCE PROCEDURE

Filing Limits:

Any grievance arising concerning the interpretation or application of the terms of your contract/handbook or amendments thereto, or the rights claimed to exist there under, shall be processed in accordance with the following procedure. Except for a grievance that alleges fraud or criminal activity, no alleged grievance shall be entertained, but shall be deemed waived if not presented at the first available stage within one calendar year after the aggrieved party knew or should have known of the act and condition on which the alleged grievance is based. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation for National and Community Service's Inspector General. Found below are the timeline and steps that are required in filing a grievance:

Grievance Procedure Timeline:

- A. Within 1 year of alleged occurrence → GRIEVANCE FILED
 - B. Within 30 days of filing of grievance → HEARING
 - C. Within 60 days of beginning of hearing → DECISION
-
- If decision is adverse to grievant, or 60 days after filing grievance if no decision has been reached → REQUEST FOR BINDING ARBITRATION
 - Within 15 days after receipt of grievance filing → SELECTION OF MUTUALLY ACCEPTABLE ARBITRATOR
 - Within 45 days after request for arbitration, or within 30 days after Executive Director appoints arbitrator → BINDING ARBITRATION HEARING
 - Within 30 days of arbitration hearing → BINDING ARBITRATION DECISION

Grievance Process:

Stage 1: The party having a grievance will first present such a grievance to a team/project leader in an informal discussion.

Stage 2: If the grievance is not satisfactorily resolved at Stage 1, the party may present his/her grievance in writing to the team/project leader within five (5) days of the informal discussion at stage 1.

Stage 3: The team/project leader must respond to the party's written grievance within ten (10) days of the receipt of such a grievance. The team/project leader may resolve the matter in any way he/she sees fit, within the limits of his or her authority, as defined by the contract/handbook. If the team/project leader believes the resolution to the matter lies beyond his/her authority, he/she must present a written recommendation to a Program Official within ten (10) days of the receipt of the grievance.

Stage 4: If the grievance is not satisfactorily resolved at Stage 3, the party may informally discuss the grievance with a Program Official, exclusive of the Executive Director, within five (5) working days of the receipt of the team/project leader's written determination or recommendation.

Stage 5: If the grievance is not satisfactorily resolved in Stage 4, the party may present the grievance in writing to the Program Director, exclusive of the Executive Director, within ten (10) days of the informal discussion with the Program Director. The Program Director will issue his/her decision in writing ten (10) working days thereafter.

Stage 6: If the grievance is not satisfactorily resolved at Stage 5, the party may present the grievance in writing to the Executive Director within ten (10) days after issuance of the written decision at Stage 5. The Executive Director shall render a decision in writing within ten (10) working days thereafter, and present a copy to each of the following: the aggrieved party, Program Official and Program Director.

Stage 7: If the grievance is not satisfactorily resolved at Stage 6, the party may file a written appeal from the decision of the Executive Director with the Board within ten (10) working days of receiving the decision at Stage 6. The Board, acting through the Chairperson, shall hold a hearing on the grievance at the convenience of the Board Chairperson. After hearing such an appeal, the Board shall render a decision in writing within twenty (20) working days after that hearing, and present one copy of the written decision to the Executive Director.

Stage 8: If the grievance is not satisfactorily resolved at Stage 7, the party may file a notice with the Board within ten (10) working days after receiving the decision at Stage 7. The notice shall state that it is

the desire of the aggrieved party to submit the grievance to arbitration. Within fifteen (15) working days after receipt of such a notice the Board and the party shall agree on a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. In the event of disagreement as to the selection of an arbitrator, the Corporation for National and Community Service will appoint an arbitrator from a list of qualified arbitrators. The selected arbitrator shall hear the matter no later than forty-five (45) days after the request and will issue his/her decision in writing within thirty (30) days from the date of the hearing. The decision of arbitrator shall be final and binding on all parties.

Expense of Arbitration:

The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. The grantee must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR (Alternative Dispute Resolution) proceeding. The arbitrator shall have the authority to apply the provisions of the contract/handbook but shall not have the authority to add to, amend, modify or delete any of the provisions of the said agreement.

Time Limits:

The failure of the staff of the Board Committee or of the aggrieved party to take any action authorized by this article within the time limit shall therefore constitute a waiver of the right to proceed further and shall terminate the proceeding.

In a concomitant manner, if the staff or any of its agents and/or representative fails to answer a grievance(s) or hold a hearing or conference within the time limits, the aggrieved party shall be allowed to move to the next stage in the procedure.

Extension of time limits:

The time limits in the procedure may be extended by mutual agreement in writing.

Evidence:

The arbitrator may not consider any evidence or facts, which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

Days defined:

For purpose of definition, "days" shall not include Saturdays, Sundays or Holidays.

CRIMINAL HISTORY CHECK

General Policy: It is the policy of Western New York AmeriCorps that all individuals, including but not limited to national service members and grant-funded staff, receive criminal history checks, as set forward in 45 CFR §§2522.205-207 and 45 CFR §§2540.40.200-207.

General Procedures: All Western New York AmeriCorps national service program applicants are required to undergo a criminal history repository search for both the State in which the program operates and the State in which the applicant resides at the time of application. Applicants must also undergo a name-based search of the on-line National Sex Offender Public Registry. These checks will be conducted by the Human Resource Department during the applicant screening process and **MUST** be completed prior to any applicant beginning his/her term of service with AmeriCorps.

Other Required Procedures:

- a) Prior to conducting a criminal history check on a national service program applicant or potential grant-funded staff, program management and/or the Human Resource Department of *Western New York AmeriCorps* will verify the applicant's identity by examining government-issued photo identification.
- b) Prior to conducting a criminal history check, the applicant must review and certify the Authorization for the Release of Information Form allowing *Western New York AmeriCorps* to conduct the criminal history check. The costs associated with conducting the criminal history check will be covered by *Western New York AmeriCorps*.

- c) An applicant's eligibility to participate in certain projects and/or the entire program is contingent upon the outcome of the criminal history check followed by a review the criminal history discovered. *Western New York AmeriCorps* reserves the right to necessitate additional criminal backgrounds checks, if needed. Individuals WILL NOT BE ELIGIBLE to participate in any capacity within *Western New York AmeriCorps* if they have been convicted of murder, as described in Section 1111 of title 18, United States Code. Additionally, an individual WILL NOT BE ELIGIBLE for participation if he/she is currently listed on the national sex offender registry. If the results of the national sex offender registry mandate that the individual is subject to a State sex offender registration requirement then the individual is ineligible from participation as well. Finally, any applicant who does not consent to receiving a criminal history check is also ineligible from participation. Host sites and sub-sites who are administering their own background checks must include these components within their search criteria.
- d) Applicants may review the results of the checks and challenge the factual accuracy of a result before action is taken to exclude the applicant from the position. If the checks disclose a prior conviction, *Western New York AmeriCorps* will give the applicant an opportunity to correct any inaccurate information. Applicants have 5 business days to dispute the accuracy of the check(s) in question; however, once the dispute is resolved *Western New York AmeriCorps* will make a final judgment as to whether the applicant shall be accepted.
- e) All results and information relating to the criminal history checks will be kept strictly confidential and maintained under lock-and-key at *Western New York AmeriCorps*' headquarters.

Second or third term members will not need to receive a new criminal history check unless:

- he/she is serving a 2nd (or later) term in the same program he/she served his/her 1st term in, but has an intervening break in service between their two terms of more than 30 days; or
- he/she applies for a 2nd (or later) term with a different program than the one in which they served his/her first term, regardless of the length of time between terms; or
- he/she was serving when the rule went into effect and did not have a criminal registry check conducted (members serving at that time did not have to meet the criminal history check requirement), and has subsequently applied for a 2nd (or later) term, regardless of the length of time between the terms.

Grant-funded staff will not need to receive a new criminal history check unless:

- he/she is employed by in the same program he/she previously worked at, but has an intervening break in employment between his/her two positions of more than 30 days; or
- he/she applies for a covered position with a different program than the one in which he/she previously worked, regardless of the length of time between employment; or
- he/she was employed by the program in a covered position when the rule went into effect and did not have a criminal registry check conducted (staff employed at that time did not have to meet the criminal history check requirement), and has subsequently applied for another covered position, regardless of the length of time between the terms.

SAFETY POLICY

Supervisors Roles and Responsibilities: Supervisors have the authority and total responsibility for maintaining safe and healthy working conditions with their jurisdiction. They shall work to control injuries to the work force in the field, shop, or in the office at all times, each hazard varies from department to department.

Supervisors Shall:

Set a good example by working safely.

Assume full responsibility for a safe working area for the members under their jurisdiction.

Maintain and direct an organized safety program supported by instructions and demonstrations.

Ensure that all safety procedures are followed.

Take the initiative in recommending corrections to facilities, work procedures; members' job knowledge or attitudes that adversely affect *Western New York AmeriCorps* members' safety and productivity.

Be firm in enforcement of safe working policies by being impartial in taking disciplinary action against those who fail to conform to rules.

Ensure that each member is familiar with Western New York AmeriCorps rules and that they understand compliance is necessary.

Remove members from hazardous situations when they are not wearing or using prescribed protective equipment or when the job site is unsafe.

Investigate thoroughly the causes of all accidents and take corrective action. Make sure all accidents are promptly reported, regardless of the extent of injury or property damage. Instruct all members regarding disciplinary policy for violation of safety rules and ensure impartial, positive enforcement.

GENERAL SAFETY RULES

There will be times when you will be working outdoors with members from the other AmeriCorps programs. These safety rules have been established to protect the member, as well as fellow members, from injury due to carelessness at work. These rules shall be used in conjunction with all Western New York AmeriCorps work rules already established.

Practical jokes and horseplay have no place on the job. Any member participating in such activities shall be subject to disciplinary action.

Work should be at a steady pace. Do not rush to get a job done at the expense of safety.

All tools and equipment must be inspected prior to use. Defective items should be reported to supervision.

Appropriate clothing suitable to the type of work performed will be worn. Supervisor regarding specific service projects will notify you in advance.

Use the right tools to do the job.

All first aid and fire equipment shall be maintained and accessible for emergency use.

Use caution when carrying hand tools.

Use caution when lifting, and always use the proper lifting technique.

Ask for help in lifting heavy objects, and keep hands away from pinch points.

Use power tools under proper supervision by staff.

ACKNOWLEDGEMENT OF RECEIPT OF MEMBER HANDBOOK

I, _____,

UNDERSTAND THE PRECEDING HANDBOOK OF WESTERN NEW YORK AMERICORPS BUILDS LIVES THROUGH EDUCATION PROGRAM. I HAVE READ AND UNDERSTAND THE PROHIBITED ACTIVITIES, PROBATIONARY PERIOD, GRIEVANCE PROCEDURE, SEXUAL HARASSMENT POLICY, AND THE DRUG AND ALCOHOL POLICY. I AGREE TO ABIDE BY ALL RULES, REGULATIONS, AND BASIC GUIDELINES LISTED HEREIN. I ALSO UNDERSTAND THAT I MAY BE HELD LIABLE FOR MY ACTIONS, AND THEREFORE, BECOME SUBJECT TO SUBSEQUENT CONSEQUENCES RESULTING FROM MY BEHAVIOR.

SIGNATURE: _____

DATE: _____