

Literacy Volunteers of Illinois

**Volunteer Outreach for Community
Action in Literacy
(VOCAL AmeriCorps)**

Code of Excellence

Program Year 2018/2019

September, 2019

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INTRODUCTION TO THE CODE OF EXCELLENCE

Literacy Volunteers of Illinois (LVI) believes we are all capable of excellence, due to the talents, strengths, and skills we possess that make us the unique individual we are. At the same time, we face challenges that we work to overcome through personal effort, dedication to cause, and support from others. This is the epitome of the AmeriCorps experience. As you work this next year to improve the lives of others, you will grow and change in amazing ways. It is up to you personally to ensure you achieve excellence and it is in that spirit that this document was developed.

Member Roles and Responsibilities

Requirements for Service Completion

In order to satisfactorily complete the LVI VOCAL AmeriCorps program and earn an Educational Award each member is required to have completed and on file:

1. A Corporation for National and Community Service (CNCS) Enrollment Form, as well as a birth certificate, imprint of social security number, state ID and/or passport establishing age, identity, and proof of citizenship.
2. Two satisfactory performance evaluations – at mid-term and end. (Minimum time members only require one performance evaluation.)
3. A *minimum* of 1,700 hours by the end of the service date in the Member Service Agreement for full-time members, 900 hours for part-time members, 450 hours for quarter-time members and 300 hours for minimum time members. ***Members who achieve more hours before the end of their contract continue to serve until the final contract day unless a request for an early release in writing is made and granted by both the host site and LVI. Living allowance ends with the date of the early release.*** All early releases **must** coincide with the end of a living allowance pay period.
4. An end of service narrative reflecting on the AmeriCorps experience and contributions made, and an end-of-service survey.
5. A CNCS Exit Form.

Service Hours

The hours of operation at each member's site will determine his or her service hours. Generally these hours will be Monday through Friday, but will vary from site to site. Due to the nature of community service and the population we serve, members may be needed and asked to serve in the evening and weekends. Members are expected and required to follow the hours the site sets. It is expected per CNCS guidelines that members serve hours in every living allowance period, which for LVI is every two weeks. Deviations from this require advance approval. (See also Unpaid Emergency Leave).

Required Hours

To successfully complete LVI's VOCAL program and receive a full Educational Award members are required to fully complete the hours agreed to in their member contract. If these hours are not completed by the end date in the contract, LVI cannot approve a member's eligibility for the Educational Award. Service hours are continuously reviewed and monitored by LVI. To allow time off for holidays and sick time and still ensure that the hour requirement is met, LVI recommends that full-time members plan on serving 40 hours a week and part-time members 20 hours a week. Quarter and minimum time members' hours will vary based on a start and finish date. Lunch and other break times are set by the host site.

Service Records

LVI is required to track members' hours and keep a record of the hours served. To track hours LVI is utilizing a web-based system called MobileServe, which is a user friendly app that can be used on a desktop, laptop, tablet and/or mobile device. Within one week of beginning service, members will need to create an account and on a weekly basis thereafter record and have verified by the host site supervisors hours served. The weekly submission is due by Tuesday of the following week.

Service Records are divided into three areas: Service, Training and Fundraising. A separate record needs to be created for each area.

Example: If you did not participate in any training or fundraising activities for a particular week you will only report direct service hours. If however you provided direct service and participated in training in the same week you will need to create two records: one with the hours of direct service performed and another record displaying the hours completed while participating in the training. If fundraising activity also occurred within that same week, three records would need to be created.

All service hours are to be recorded in either full hour or half-hour increments (.5 to represent a half-hour – no other variations, i.e., .25 or .75 will be recognized).

A) Service – Under service list the services provided during a given day; i.e. mentoring, tutoring/teaching, lesson planning, student intake, assessment, volunteer recruitment, tutor support, etc. Service also includes program planning and other activities assigned by the host or program sponsor, i.e., administrative tasks and Days of Service.

B) Training – Not more than 20% of members' time should be spent in training. Training includes workshops, orientations, conferences, and any team building or esprit de corps events such as the swearing in ceremony. Travel time for these types of activities should be listed under training using the following guide: members within the city - 30 minutes; suburban members - one hour; central Illinois – three hours; and, southern Illinois - six hours. Members not covered by these areas should consult with LVI, before recording travel time.

C.) Fundraising – Not more than 15% of time should be spent in fundraising. This includes grant writing, letter writing campaigns, and individual solicitations. Additionally, AmeriCorps members may not raise seek to raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; and AmeriCorps members may not write a grant application to the Corporation or to any other Federal agency.

Lunch Breaks

Members may follow whatever lunch break policy is in place at their site regarding the amount of time allocated for lunch - 15 minutes, 30 minutes, 1 hour. But, if the lunch break is *non-active* the time cannot be counted as time served on a Service Record. Note: Non-Active Service is having a lunch break alone and not working with student(s), volunteer(s), or staff, or tending to agency business or attending a member or other type of service-oriented meeting.

Days of Service

Days of Service are corps-wide activities that are typically in conjunction with the CNCS, the SERVE Illinois Commission, the Points of Light, and/or other state and national organizations. Days of Service allow members the opportunity to reflect on their daily and special service, while allowing the general public an opportunity to participate in these special days as well. For

the 2018-2019 program year all members are required to participate in *Serving those Who Served* service activity to be held the week of November 11th in honor of Veterans Day, the Martin Luther King *A Day On, Not Off* Day of Service on Monday, January 21st and an Information and Recruitment Fair that will be held during National AmeriCorps Week (date to be announced).

Members may also participate in and earn time for service activities sanctioned by the CNCS or SERVE Illinois, such as Global Youth Service Day or for special events or activities at host sites that require additional short-term manpower. Pre-approval is required.

Professionalism

All corps members are expected and required to be professional at all times. This includes but is not limited to:

- treating everyone with respect - no discriminatory remarks, attitudes, or behaviors;
- appropriate dress as determined by LVI and the host site;
- behaving as mature representatives toward staff, corps members, clients and others;
- using appropriate language and mannerisms;
- notifying your immediate supervisor if you will be absent or late;

- having a can-do attitude, being cooperative, following instructions, and giving full effort - even when you disagree;
- participating fully in service days, member meetings, training sessions and other activities;
- arriving on time everyday with everything needed to provide proper service;
- helping out without being asked, and working until the job is complete, which could mean working beyond one's normal "quitting" time.

Site supervisors and staff have the discretion to modify this to reflect other professional behaviors applicable to the member's professionalism at their site.

Attendance

Members are expected to be present each day for which they are scheduled. Site supervisors have the discretion to turn away any member who arrives late or unprepared for the day.

It is expected that all members will be present for quarterly member meetings and other corps-wide activities. If there are conflicts that a member already knows of or if one develops along the way, a written request for an excused absence should be submitted to LVI. If no request for an excused absence was made, and a member does not attend a required activity, s/he will be charged with an unexcused absence. Members with unexcused absences will not receive hours for any of the days in question, and will be required to do a "make-up" in order to fulfill their obligations and be eligible for the educational award. Excused absences may also require make-up work to remain in good standing.

Punctuality and Lateness

AmeriCorps members are expected to arrive on time each day to their service site and to all LVI activities. Because the work environment is different at each site, supervisors will determine what is considered late at their site and members should follow that policy when at that site.

When attending LVI activities it is assumed that members will arrive by or before the time posted on the program calendar. If a member encounters difficulty in arriving to a LVI activity on time, an e-mail or text should be sent by or before the scheduled arrival time. Any member who is more than 15 minutes late without notifying LVI will be penalized 30 minutes for every 15 minute increment.

Dress Policy

Members are asked to wear AmeriCorps apparel or otherwise display the AmeriCorps logo on their clothing at least one day a week and on service days. It is expected that all members will be well groomed at all times. If a member is poorly groomed, the site supervisor has the option of sending the member home. If there is any doubt as to what constitutes good grooming, members should observe how others at the site dress, or check with their supervisor.

LVI shall issue a VOCAL AmeriCorps T-shirt and other gear with AmeriCorps and VOCAL logos to each member. Members are responsible for keeping the shirts clean and neat and if damaged the member may be responsible for purchasing a replacement.

Members may wear jeans, t-shirts and sweatshirts on Service Days and to LVI activities, but not tank tops, shorts, flip-flops, and head coverings (unless religious or cultural). Members should check with their host site before wearing any of the described clothing articles at their site.

Evaluation Procedure

In the pursuit of excellence and by AmeriCorps standards all members need to be evaluated at least twice – at mid-term and the end of the year. To successfully finish AmeriCorps service and receive the Educational Award, both of these evaluations must be satisfactory. Members receiving less than an overall satisfactory rating on their mid-year review could be released from the program if the host site chooses to decline the member's placement. Copies of VOCAL AmeriCorps Member Review form are included in the Member Handbook and in the Members Resource section on our website at www.lvillinois.org, however, sites may use their own forms, as long as the forms coincide with the member's position description, is completed at mid-term and at the end of the year, and includes the number of hours served.

Member Benefits

Holidays

The following are designated holidays for LVI and are the days that the LVI office will be closed. They may or may not be the schedule followed at a member's site, as it is up to the discretion of the site to set members' holidays and other days off.

- Labor Day September 3, 2018
- Thanksgiving November 22 & 23, 2018
- Christmas Eve and Day December 24 & 25, 2018
- New Year's January 1, 2019
- Martin Luther King Day January 21, 2019
- President's Day February 18, 2019
- Memorial Day May 27, 2019
- Independence Day July 4, 2019

While holidays and time off during school breaks may be offered to full-time members by their host site, discretion should be used in taking them since 1700 hours will need to be accrued in twelve months of beginning service to complete the requirements of the Member Agreement.

Loan Forbearance and Interest Accrual Waiver

Members can request forbearance from the school or loan company that holds your loan through your My AmeriCorps account. You can find the form by clicking on the "forbearance request" link on the left side of the screen at www.my.americorps.gov .

At the end of the service year, but not prior to 30 days before the end of service, members who have filed a forbearance request should request payment for the interest accrued. Information on this process is available to members through your account on the My AmeriCorps portal.

Childcare

The AmeriCorps Child Care Benefit Program is available for qualified, active full-time AmeriCorps members who need the benefit to serve. To qualify for this benefit the member must meet the following eligibility requirements:

- Member's household income must not exceed 75% of the state's median income for a family of the same size. In determining household income living allowance is disregarded.
- Member must not currently receive a child care subsidy from another source at the time of acceptance into the program (including a parent or guardian) which would continue to be provided while the member serves in the program
- Member must be the parent or legal guardian of a child under the age of 13 Child must reside with the member

Child care benefits are paid to qualified child care providers for all or a part of the member's child care costs during their active time of service with AmeriCorps. These payments are paid directly to child care providers and are not paid to the member. Child care providers must meet eligibility requirements as regulated by the Child Care & Development Block Grant Act of 1990. GAP Solutions, Inc. (GAPSI) administers the AmeriCorps Child Care Benefits Program for CNCS. For enrollment information refer to Member Benefits in the Member Handbook.

Health Insurance

All full-time AmeriCorps members will be offered health insurance benefits through a national carrier. Dental and vision insurance is not included. Members who have health insurance from another source may waive the AmeriCorps health coverage. Waivers are not available, however, for members who are receiving Medicaid.

Training

During the course of service, it is LVI's duty and privilege to provide training for our members. The type of training received may vary at each site, but all VOCAL members will be offered at least sixty (60) hours of training by LVI. Please reference the program calendar in the Member Handbook for dates and topics. Attendance at all activities listed in the Program Calendar is required of full-time members. Attendance for part-time and minimum time members is optional and is at the discretion of the member and site supervisor.

Educational Award

When members successfully meet all of the requirements laid out herein and in their Member Contracts they will receive a post-service financial benefit of up to \$5,920 for full-time members, \$2,960 for part-time members, \$1,666.14 for Quarter-time members and \$1,252.91 for minimum time members. This award may be applied toward college, vocational or graduate school, or for current educational loans. *(Note: When the award or any part of it is used it will be reported to the IRS as income for that year.)*

Voting /Jury Duty

VOCAL AmeriCorps members are allowed two hours to vote during national, state and local elections. These hours may be counted towards service time, *if it is a day that the member is engaged in service.* Time off for jury duty varies and is based on the Jury Summons received.

Family and Medical Leave Act (FMLA)

LVI follows all national laws related to the FMLA and will allow members up to 12 weeks of leave from service to:

- Care for a newborn or newly adopted children.
- Care for children, parents or spouses who have serious health conditions; or
- Recover from one's own serious health condition.

Unpaid Emergency Leave

Notwithstanding the provisions of the FMLA, a member who has a serious emergency, illness or other catastrophic situation, may apply for Unpaid Emergency Leave. This must be recommended to LVI by the site supervisor and shall require documentation. If approved all time must be made up by the end date noted in the member contract (or amended contract) to qualify for the post service Educational Award. Emergency Leave must be taken for a minimum of five days. However, if the Emergency Leave exceeds two weeks time a member may be placed in suspension in My AmeriCorps, during which time the living allowance and health insurance (for full-time members) will be “on hold” until the return date.

United States Military Service

If a member is required to fulfill duty pursuant to the United States Military Reserves (National Guard), LVI will grant up to ten days of service time during one service year, as authorized by the CNCS. This will count toward member's 1700 hours of service. The once-a-month weekend training required of reservists, however, does not qualify for service time.

Prohibited Activities

The CNCS, Serve Illinois Commission and LVI acknowledge that religious and political activities play a positive role in healthy communities; that religion and politics are defining characteristics of many community organizations (faith-based and secular); and, that religious and political belief and action are central to many AmeriCorps members lives.

However, it is important that AmeriCorps members do not appear to be taking sides religiously or politically. Consequently, there are limitations on activities in which members can engage while earning service hours or representing AmeriCorps. Members may pursue these activities on their own initiative on non-AmeriCorps time and using non-AmeriCorps funds. Gear that displays the AmeriCorps logo may not be used while doing so.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. 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, or engaging in any form of religious proselytization;
8. Providing a direct benefit to —
 1. A business organized for profit;
 2. A labor union;
 3. A partisan political organization;
 4. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 5. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. AmeriCorps members may not raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 12. AmeriCorps members may not write a grant application to the Corporation or to any other Federal agency; and
 13. Such other activities as the Corporation may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

Drug Free Work Policy

In accordance with federal, state and local laws, LVI is a Drug Free Workplace and is required, per AmeriCorps regulations, to inform members about the Drug Free Workplace Act and conduct a drug free awareness program. Penalties for violations of the Act are as follows.

If a member is convicted or arrested for possession of a controlled substance, he or she must notify the LVI in writing within five (5) days. If convicted, the member will be suspended without a living allowance and without receiving credit for hours missed. If this is a first conviction, a member may resume service by enrolling in an approved drug rehabilitation program. If convicted of a second or third offense, a member may resume service only upon successful completion of a rehabilitation program.

If a member is officially charged with a violent felony (such as rape or homicide), or the *sale or distribution* of a controlled substance, the member will be suspended without a living allowance and without credit for hours served. If the charge is dropped, overturned or the member is found not guilty, service may resume. If convicted, the member will be released for cause. These are the minimum requirements per the Corporation for National and Community Service.

Equal Opportunity/ Affirmative Action Employer (EO/AA)

Literacy Volunteers of Illinois, CNCS, and Serve Illinois are all equally committed to Equal Opportunity and non-discrimination based on race, color, sex, national origin, religion, age, mental or physical disability (including HIV/AIDS), sexual orientation, or any other improper criterion. Anyone believing that s/he has been subject to discrimination on these grounds by the CNCS, Serve Illinois, or the Literacy Volunteers of Illinois or any of its host sites may contact the CNCS Equal Opportunity Office at (202) 606-5000, ext. 312 (voice), (202) 565-2799 (TDD), eo@cns.gov, or through www.nationalservice.org.

Safety Procedures and Precautions

LVI and its host sites are committed to providing a safe working environment. If any member feels their service location poses threats to their physical well-being it should be reported to LVI for action. Members are covered under LVI's Workers Compensation Insurance; any accidents on site or away from the site if on official duty, should be reported within 24 hours to LVI. An incident report form is included in the Member Handbook and is available on our website.

Disabled Members

The Literacy Volunteers of Illinois encourages individuals from all walks of life to be part of the VOCAL program. If any member with a disability needs reasonable accommodations, LVI is committed to providing them. Members may request accommodations by memo to LVI.

Sexual Harassment and Discrimination

It is the Corporation for National and Community Service (CNCS), SERVE Illinois Commission and LVI policy, in accordance with providing a positive, discrimination-free work environment, that sexual harassment in the workplace is unacceptable conduct.

Sexual harassment is defined as *unsolicited, non-reciprocal* behavior. An employee or other person who is in a position to control or affect another's job, and who uses their power/authority to cause another to submit to sexual activity will be dealt with according to national, state and local laws. Sexual harassment includes members as well as LVI and host site staff whose conduct unreasonably interferes with another's performance by creating an intimidating, hostile, or offensive environment. This may consist of a variety of behaviors including, but not limited to, pressure for sexual activity, inappropriate touching, inappropriate language, inappropriate visual information, demands for sexual favors, or assault. LVI takes serious any incidents of hatred or intolerance. This includes but is not limited to actions or behaviors showing intolerance of sexual orientation, race, ethnic, or cultural background. Members who believe they are being harassed or discriminated against should report the situation to their supervisor. He/she should also let the offending person know that the behavior needs to stop. If it continues a letter to the offending person outlining what has occurred specifically in regards to the harassing or discriminatory behavior should be sent with copies to the supervisor and LVI. If the offensive behavior continues or has been damaging, all necessary legal steps will be followed by the site and LVI.

Disciplinary Actions

Members are expected to adhere to the policies contained herein and the personnel and operating policies of the host site they are at. Actions and behaviors that violate any of those policies or are otherwise deemed unbecoming of an AmeriCorps member will be handled in the following way.

- *Verbal Warning (This will generally take place at the site level)*

The purpose of a verbal warning is to notify a member of conduct, behavior, and/or actions that will not be tolerated. Repeated violations will automatically result in a written warning.

- *Written Warning*

The written warning is to notify the member that the behavior in question is being reported to LVI and will become a part of the member's service file. This disciplinary action cautions that repetition of the behavior in question will result in a more severe sanction. Written warnings are documented by site supervisors and signed by the member. Signing the warning signifies the member has received and understood the information -- not that s/he agrees. If a member disagrees with the warning s/he has the right to submit written documentation appealing it.

- *Probation*

Along with a written warning a site supervisor may impose a period of remediation or probation. If probation is imposed, the written warning must cite violation specifics, and what must be done and in what period of time to correct it. Members placed on probation are further advised that if they fail to correct the situation and it results in the site declining their placement, they will likely be terminated in the VOCAL program for lack of a site. Probationary periods shall generally be not less than two weeks or more than sixty days.

- *Suspension*

If verbal, written warnings and/or probation have failed, site supervisors can recommend a suspension to LVI. *Members will not be suspended without proper documentation.* A member can be suspended upon the first warning if the violation is serious enough to warrant it. The suspension may be without pay. Members who are suspended may also be placed on probation following the suspension. Only LVI can suspend a member.

- *Release and Dismissal*

Members may be dismissed from the VOCAL program for *multiple* or serious violations of LVI or host site policies, or three suspensions. The release would be for cause and no part of the educational award would be received.

Member Release

A member's release by AmeriCorps policy falls into only one of the following two categories:

Dismissal for Cause

A member who does not qualify for a compelling personal circumstances release is considered *dismissed for cause*. This does not mean that a member ran afoul at their site or LVI, it simply means the full term of service was not completed, rendering them ineligible for the ed award. *Members electing to leave on their own are also considered to have been dismissed for cause.*

Dismissed for Compelling Personal Circumstances

LVI can recommend, within AmeriCorps guidelines, a release based on personal and compelling circumstances. The recommendation is made to the Serve Illinois Commission, with the Commission making the final determination. Compelling personal circumstances include those that are beyond the participant's control such as, but not limited to – a participant's disability or serious illness; disability, serious illness or death of a participant's family member if this makes completing a term unreasonably difficult or impossible; conditions that are attributable to the program or are otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project, program or host site, that makes completing a term unreasonably difficult or impossible; AND, *Those that the Corporation, has for public policy reasons, determined as such, including:* (A) Military service obligations; (B) Acceptance by a participant of an opportunity to transition from welfare to work; or (C) Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives the promotion of employment among its participants.

Compelling personal circumstances do not include leaving: (A) to enroll in school; (B) to obtain employment, other than moving from welfare to work or leaving a program whose approved objectives are to promote employment among its participants; or (C) program dissatisfaction.

If a member is granted a release for compelling personal circumstances, LVI may –

1.) Grant the release and provide a portion of the Educational Award equal to the portion of the term served, if at least 15% of the term has been served.

2.) Temporarily suspend completion of the term of service for a period of up to two years during which time no living allowance will be received. Within this two-year period, members may return to the LVI program or another program, subject to availability of positions. Once the entire term of service is completed an Educational Award may be received.

Appeals

An AmeriCorps member who is subject to a disciplinary action and wishes to appeal that decision must do so within seven calendar days following written notification of the decision. LVI will make a decision regarding the appeal within seven days of its receipt. Grounds for appeal by the accused are limited to the following:

1. Discrimination on the basis of race, gender, age, sexual orientation, religion, disability, or national origin, which causes an unfair hearing.
2. Lack of clear and convincing evidence to support the decision.
3. An excessive or inappropriate penalty.

In hearing an appeal LVI will have access to the full records of the case and may invite the appellant and/or site supervisor or staff member to make a personal appearance to discuss the situation. All parties involved will be given verbal and written notification as to the status of the appeal within seven calendar days.

Grievances

Should a member feel that an action taken by a staff member, supervisor, or fellow AmeriCorps member may have an unreasonably adverse impact on his/her participant status, s/he may file a grievance. The steps in the process are:

1. One-on-One Meeting. The member must first try to settle the matter with the other party on a one-on-one basis by meeting with him or her.
2. If unsuccessful, the member should prepare a written *Letter of Grievance* for his/her site supervisor, if the grievance is not against the supervisor. The letter must describe in detail the grievance and any attempts to settle the matter. Within one week of such letter, the site supervisor, serving as the neutral party, will mediate the dispute through a mutually achieved and acceptable written agreement.
3. If the meeting with the site supervisor is unsuccessful, or if the grievance is against the site supervisor, the member should provide a written statement to LVI, outlining the unresolved grievance and the attempts made to resolve it.
4. Upon receipt of a grievance a representative of LVI will arrange to meet with the member and other parties involved within three days. Within three days of the meeting, a decision outlining the necessary course of action will be rendered.
5. If the member is not satisfied with that resolution, s/he may send a letter to the Executive Director of Literacy Volunteers of Illinois requesting further intervention.
6. If the member is not satisfied with that resolution, s/he may send a letter to the SERVE Illinois Commission.

The following steps are also available to members as part of the Grievance Procedure. These steps require the involvement of either the SERVE Illinois Commission or the Corporation for National and Community Service.

(a) *Alternative dispute resolution.* (1) The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution

proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration. (2) If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

(b) *Grievance procedure for unresolved complaints.* If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

(c) *Time limitations.* Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

(d) *Arbitration—(1) Arbitrator—(i) Joint selection by parties.* If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.

(ii) *Appointment by Corporation.* If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators. (2) *Time Limits—*

(i) *Proceedings.* An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. (ii)

Decision. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins. (3) *The cost.* The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

(e) *Suspension of placement.* If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

(f) *Remedies.* Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include— (1) Prohibition of a placement of a participant; and (2) In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—

(i) Reinstatement of the employee to the position he or she held prior to the displacement; (ii) Payment of lost wages and benefits; (iii) Re-establishment of other relevant terms, conditions and privileges of employment; and (iv) Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

(g) *Suspension or termination of assistance.* The Corporation may suspend or terminate payments for assistance under this chapter.

(h) *Effect of noncompliance with arbitration.* A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.