

**GENERAL DISTRIBUTION**

**WEST VIRGINIA  
DIVISION OF CORRECTIONS  
& REHABILITATION**

**NUMBER: 500.00**

**EFFECTIVE DATE: 01 July 2022**

**SUBJECT: WORK ASSIGNMENT  
PROGRAM**

# **POLICY DIRECTIVE**

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**PURPOSE:**

To establish guidelines for a work assignment program that provides inmates with practical skills and a viable work ethic to aid in their successful reentry to society and ensures compensation for work assignments performed by inmates.

**REFERENCE:**

WV State Code §§15A-3-4(a)(9) and 25-7-1 *et al.*

**RESPONSIBILITY:**

Superintendents shall be responsible for enacting Operational Procedures and Post Orders to ensure compliance with this Policy Directive.

**CANCELLATION:**

Any previous written instruction on the subject including DOC Policy Directive 500.00, dated 01 June 2014; and DOC Commissioner's Instruction #16-20, dated 07 December 2016.

**APPLICABILITY:**

All facilities within the Division of Corrections and Rehabilitation (DCR) that have custody of adult inmates. This Policy is available for general distribution and shall be made available for inmate review upon the effective date.

**DEFINITIONS:**

None.

**POLICY:**

- I. The Division of Corrections and Rehabilitation (DCR) recognizes the value of fully engaging inmates in productive activities. Each adult facility will provide work assignments that afford inmates an opportunity to earn job skills and develop good work habits and attitudes that they can apply to jobs after they are released. Authorized work assignments and accompanying pay rates are listed on **Attachment #1**. Additional work assignments or deviations from these pay rates must be approved by the applicable Assistant Commissioner or designee.
  
- II. Each Superintendent shall ensure the designation of a Work Assignment Coordinator to administer the facility's work assignment program. The Superintendent may designate a Work Assignment Committee to assist in the administration of facility's work program.
  - A. The Work Assignment Coordinator shall have the following responsibilities:
    1. Maintaining a listing of all work assignments available within the facility.
    2. Ensuring a written job description is maintained, and updated as necessary, for each inmate work assignment.
    3. Making and/or terminating work assignments, as needed.
    4. Maintaining inmate payroll as appropriate.
    5. Coordinating, in conjunction with the Superintendent/designee, the activities of community service crews.
  
  - B. Each written job description will be approved by the Superintendent or designee and shall be made available for inmate review. Job descriptions will set forth:
    1. The educational requirements; and any special skills and/or experience needed for the work assignment.
    2. The security, custody or classification requirements and/or disciplinary history requirements for the work assignment.
    3. The hours or schedule of the work assignment. Work schedules shall not exceed forty (40) hours in a week except in exigent circumstances.
    4. The pay scale for the work assignment.
    5. The assignments and duties the work assignment entails.
    6. Within certain work assignments (e.g., the janitor, maintenance worker, and support worker series), the job description shall detail the differences in

education/special skills/experience; work schedule; assignment area; type of assignments/duties; and/or other factors that account for the differences in pay.

- C. Work assignments will be documented on the Work Assignment Contract (Attachment #2) and serves to obligate the inmate and supervisor to its terms. Any assignment termination may be appealed by the inmate through the inmate grievance procedure.
- III. Each inmate has the option to apply for any work assignment within the facility for which he/she is qualified as determined by the minimum qualifications specified in the job description.
- A. The Work Assignment Coordinator shall review each application and ensure that the inmate has the minimum qualifications for the position.
- B. No inmate shall be denied access to any work assignment based solely upon a disability; however, an inmate must be able to fulfill the essential job functions of any work assignment with or without reasonable accommodation.
- C. When more than one (1) inmate applies and qualifies for a particular work assignment, the Work Assignment Coordinator shall use the following criteria in choosing the inmate to receive the work assignment (in descending order of importance):
1. Security/custody/classification and disciplinary history.
  2. Performance in current or previous work assignments.
  3. Seniority in present position.
- D. Any inmate who does not apply for a work assignment and who is not involved in full-time vocational, academic, or treatment programs may be assigned work by the Work Assignment Coordinator. Any inmate who refuses a work assignment may be subject to disciplinary action.
- IV. Each inmate shall receive monetary compensation for work performed, and compensation shall be paid on a monthly basis.
- A. All facility work assignment pay rates are listed on **Attachment #1**.
- B. For work assignments with a minimum and maximum pay scale, the Superintendent/designee is responsible for ensuring the establishment of pay within these pay scales.
- C. Inmates will not receive "indigent pay."
- D. Monetary bonuses will only be granted in cases of truly exemplary work and upon approval of the respective Assistant Commissioner/designee or higher authority. Superintendents may request bonuses in writing through their chain of command.

- E. Facility Operational Procedures shall provide guidelines for pay increases within the established pay scales. Pay increases shall be based on factors such as, but not limited to, longevity, willingness to work, skills required, nature of work assignment and duties, and work performance.
  - F. Within certain work assignments, inmates will be eligible for promotions (e.g., the janitor, maintenance worker, and support worker series).
  - G. Notwithstanding anything to the contrary herein, DCR shall not be obligated to pay inmates at the established rate if the agency's budget is insufficient to maintain such pay rates.
  - H. Inmates with assigned jobs at the time of this Policy's effective date shall be entitled to retain their present work assignment and current rate of pay. Should the requirements of this Policy require a title change, an updated "contract/agreement" will need completed.
    - 1. Inmates being paid at a rate below the minimum established in this directive for the work assignment shall receive a pay increase up to the minimum established herein for that work assignment. This pay increase will also require an updated "contract/agreement" be completed.
    - 2. When an inmate vacates his/her position for any reason, the inmate assuming that position shall be assigned and paid as provided for in this Policy.
  - I. Inmates enrolled in career and technical education (CTE) classes through the Department of Education or college courses through an accredited college or university authorized by the DCR shall be paid in accordance with **Attachment #1**. It shall be at the discretion of the Superintendent whether these inmates will also have a work assignment.
- V. It is the agency's general policy that work assignments will not be affected by disciplinary infractions unless:
- A. The infraction arose out of or is directly related to the work assignment.
  - B. The severity of the infraction warrants Punitive Segregation. Any inmate found guilty by a Correctional Hearing Officer of a disciplinary violation resulting in Punitive Segregation will automatically have his/her work assignment terminated.
    - 1. Upon release from Punitive Segregation, the inmate will not be automatically entitled to resume his/her prior work assignment.
    - 2. The inmate will be required to re-apply for work.

- VI. Unless he/she is confined in a facility infirmary/medical unit or outside hospital, an inmate shall not be excused from a work assignment without the written authorization of facility medical staff or the Superintendent/designee and only for the period of time specified in writing.
- A. The Work Assignment Coordinator, upon the recommendation of facility medical staff, shall have the authority to grant an inmate an unpaid sick leave period of up to thirty (30) days.
- B. A sick leave recovery period cannot be extended beyond the thirty (30) day period without the approval of the Superintendent/designee.
- VII. Inmates assigned to outside/off-grounds work crews (including state or local agencies and community service crews) must possess a high school diploma or its equivalent or be enrolled in high school equivalency (HSE) classes and maintain good attendance and participation records. Should the inmate withdraw from or fail to successfully complete these classes, his/her outside/off-grounds work assignment will be terminated. The Superintendent may waive this requirement based on the availability of educational classes.
- VIII. Inmates referred to Residential Substance Abuse Treatment (RSAT) who are on a waiting list for placement in RSAT and meet all other requirements may be assigned to an outside/off-grounds work crew until their placement in an RSAT Unit. The inmate must sign a contract indicating he/she will end his/her employment on the outside/off-grounds work crew when he/she is placed in a RSAT Unit. If an inmate that has been referred to RSAT refuses to participate in RSAT, he/she will not be eligible for consideration for employment on an outside/off-grounds crew until successfully completing RSAT.
- IX. The Director of WV Correctional Industries (WVCI) shall be responsible for enacting an Operational Procedure applicable to facilities with WVCI shops which provides information on work assignments, pay rates, and leave procedures for inmate workers.
- X. The Prison Industry Enhancement (PIE) Program and projects certified under the federal Prison Industry Certification Program (PIECP) is detailed in DCR Policy Directive 500.05.
- XI. The eligibility and management of outside inmate work crews is detailed in DCR Policy Directive 500.07.

**ATTACHMENT(S):**

- #1 List of Work Assignments and Pay Rates (2 pages)  
#2 Work Assignment Contract

APPROVED SIGNATURE: \_\_\_\_\_

  
Betsy C. Jividen, Commissioner\_\_\_\_\_  
Date

**GENERAL DISTRIBUTION**

<b>Work Assignment Description</b>	<b>Facility</b>	<b>Minimum Pay Rate</b>	<b>Maximum Pay Rate</b>	
Agriculture / Farm Commission	prisons only	\$1.50	\$1.50	per hour
Barber	prisons, jails & community corrections	\$50.00	\$90.00	per month
Central Office Janitor	CCC&J only	\$7.25	\$8.00	per hour
Central Receiving	prisons & community corrections	\$50.00	\$90.00	per month
Chaplain Assistant	prisons & jails	\$40.00	\$90.00	per month
Correctional Industries	prisons only	\$0.26	\$1.25	per hour
Correctional Industries Delivery Helper	CCC&J only	\$8.00	\$8.00	per hour
College Student	prisons only	\$7.00	\$16.00	per month
Commissary Warehouse	HCC&J only	\$0.75	\$1.50	per hour
Commissary Worker	prisons & community corrections	\$40.00	\$80.00	per month
Commissary Worker McDowell	MCCC/Stevens only	\$6.00	\$9.00	per day
Community Service Crew	prisons only	\$1.00	\$1.00	per hour
Dementia Unit Residents	facilities with dementia units	\$30.00	\$30.00	per month
Dog Trainer I	prisons only	\$55.00	\$55.00	per month
Dog Trainer II	prisons only	\$75.00	\$75.00	per month
Dog Trainer III	prisons only	\$100.00	\$100.00	per month
Dog Trainer IV	prisons only	\$125.00	\$125.00	per month
Education Aide / Teacher Assistant	prisons, jails & community corrections	\$40.00	\$90.00	per month
Education Tutor	prisons & jails	\$30.00	\$60.00	per month
Food Service Worker I	prisons, jails & community corrections	\$40.00	\$80.00	per month
Food Service Worker II	prisons, jails & community corrections	\$50.00	\$90.00	per month
Food Service Worker III	prisons, jails & community corrections	\$60.00	\$100.00	per month
G.O.A.L.S Unit	jails with GOALS units	\$30.00	\$30.00	per month
Grounds Crew	prisons, community corrections & convicted misdemeanants in jails	\$50.00	\$100.00	per month
Inmate Orderly in general population	prisons only	\$50.00	\$90.00	per month
Inmate Orderly in medical or special care units	prisons only	\$75.00	\$125.00	per month
Janitor I	prisons, jails & community corrections	\$20.00	\$60.00	per month
Janitor II	prisons, jails & community corrections	\$30.00	\$80.00	per month
Janitor III	prisons, jails & community corrections	\$40.00	\$90.00	per month
KIDS Unit residents (pre-delivery)	LCC&J only	\$40.00	\$40.00	per month
KIDS Unit residents (post-delivery)	LCC&J only	\$60.00	\$60.00	per month

**GENERAL DISTRIBUTION**

Laundry Worker	prisons, jails & community corrections	\$50.00	\$90.00	per month
Lavender Field - Dept of Agriculture	LCC&J only	\$1.50	\$1.50	per hour
Legal Representative	prisons & community corrections	\$50.00	\$90.00	per month
Library Worker (legal and/or reading)	prisons & jails	\$50.00	\$90.00	per month
Maintenance	prisons, jails & community corrections	\$50.00	\$100.00	per month
Maintenance / Work Camp	work camps only	\$1.50	\$1.50	per hour
Miscellaneous Projects	prisons & jails	\$15.00	\$81.00	per month
Outside Work Crew	prisons & jails	\$1.50	\$1.50	per hour
Peer Mentor	prisons & jails	\$75.00	\$125.00	per month
Recreation Assistant (to include photographers)	prisons only	\$30.00	\$90.00	per month
RSAT-Elder	facilities with RSAT units	\$66.00	\$66.00	per month
RSAT- Phase II	facilities with RSAT units	\$26.00	\$26.00	per month
RSAT- Phase III	facilities with RSAT units	\$41.00	\$41.00	per month
RSAT- Phase IV	facilities with RSAT units	\$56.00	\$56.00	per month
SCRJ&CC Maintenance	CCC&J work release inmate only	\$7.00	\$7.00	per hour
State Shop	prisons & community corrections	\$50.00	\$100.00	per month
Vocational Class Student	prisons only	\$16.00	\$26.00	per month

## Work Assignment Contract

**Inmate Name:** \_\_\_\_\_ **OID #** \_\_\_\_\_

**Housing Assignment:** \_\_\_\_\_

The following assignment has been authorized:

**Work Assignment:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Pay Rate:** \_\_\_\_\_ (indicate hour/day/month)

**Effective Start Date:** \_\_\_\_\_

You have been assigned the above work assignment. If this assignment is discontinued or if your assistance is required at another work assignment, you are expected to report as directed by your supervisor.

By signing below, you agree to work as directed and by refusing to do so may result in disciplinary action. Exceptions, when approved, can be made for medical, programming requirements, or inmate transfer.

Failure to report to the work assignment could result in loss of pay and/or disciplinary action.

**Special Instructions:**

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If you are approved for another work assignment, this contract is automatically terminated. You will enter into a new contract for said new work assignment.

I hereby certify that I have read and understand said contract. I will abide by the terms and conditions outlined herein.

\_\_\_\_\_  
Inmate Signature

\_\_\_\_\_  
OID #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Work Assignment Coordinator/Designee Signature

\_\_\_\_\_  
Date