



State of North Carolina
Department of Correction
Division of Prisons

Chapter: D
Section: .0700
Title: **Inmate Labor for Public Work Projects**
Issue Date: 11/22/05
Supersedes: 05/08/02

POLICY AND PROCEDURE

.0701 POLICY

- (a) General. The policy of the State of North Carolina is that all able-bodied prison inmates shall be required to perform diligently all work assignments provided for them. Work assignments and employment shall be for the public benefit to reduce the cost of maintaining the inmate population while enabling inmates to acquire or retain skills and work habits needed to secure honest employment after their release.
- (b) Conditions for Use of Inmate Labor. The use of inmate labor for public work projects must meet the following conditions:
 - (1) The project or service involved is a type of work that inmates are qualified to perform;
 - (2) The project or service is of benefit to the citizens of North Carolina or units of state or local government; and
 - (3) The project or service unless provided through Correction Enterprises is not one that would normally be performed by private industry or non-inmate labor if inmate labor were not available.
- (c) Contracts. The Department of Correction may make contracts with departments, institutions, agencies, and other political subdivisions of the State of North Carolina for the use of inmate labor that will help make the prisons as nearly self-supporting as is consistent with the purpose of their creation. Contracts for Correction Enterprises will generate profits for maintaining and perpetuating Enterprises service operations.

.0702 SAFETY

- (a) Inmate safety while performing inmate labor for public work projects is a primary responsibility of the project supervisor.
- (b) Prohibitions. The following prohibitions apply to inmates being used for public work projects:
 - (1) Inmates, who are eligible and have been accepted for work release, study release and vocational rehabilitation, may not be used.

- (2) Adult inmates are prohibited from working at or being on the premises of any school or institution operated or administered by the Department of Juvenile Justice and Delinquency Prevention.
 - (3) Inmates are prohibited from working at a school while students are on the property. This includes either public or private elementary, middle or high schools. Prior to any work being done on school property, the school administrator or principal must provide a letter certifying that there will be no students on the property during the time the work is being performed. The only exceptions to the provision are specified in section D.0711 items j. through m. of this policy which details inmate work performed by Correction Enterprises.
- (c) Additional Safety Requirements
- (1) The Lead Correctional Officer will require inmates to wear hard hats when the work activity presents a risk of head injury by falling objects or by being struck by tools or equipment./
 - (2) Inmates and Correctional Officers must wear safety vests when working roadside.
 - (3) Inmates must wear steel-toed work boots and work gloves.
 - (4) Inmates must wear safety goggles anytime the work activity presents a risk of foreign objects entering the eye.
 - (5) When work squads find firearms or other items that cannot be lawfully possessed such as illegal drugs or switchblades on the roadside, the Lead Officer should move the inmates away from the items. The Lead Officer will contact local law enforcement and provide them with the location of the items. If the work squads encounter other items that could be reasonably utilized by inmates as a weapon such as pocketknives the Lead Officer should not allow the inmates to gain possession of the item.
 - (6) The Lead Correctional Officer will insure that the appropriate traffic warning signs are placed before the work site for safety purposes. When the work site is on four lane rural roads, freeways and expressways, signs will be placed on opposite sides of the road on the right hand shoulder of the roads at least 1000 feet up to one-half mile from the work site. When the work site is on a two lane rural road, one sign will be placed on the shoulder of the road at least 500 feet to 1000 feet from the work site. The Lead Correctional Officer will insure that the vehicle is pulled safely on the shoulder of the road or median. Orange traffic cones will be placed at the front and rear and aligned along the length of the vehicle on the side of the vehicle nearest traffic. The vehicle will display a flashing amber light on the vehicle roof as warning indicators to passing vehicles.

- (7) Job assignments requiring work on the paved portion of the roadway are performed only if a flagman is provided by DOT.
- (d) Inmate Selection Criteria. The following selection criteria apply to minimum custody inmates being used for inmate labor contracts to include the Department of Transportation and other governmental agencies (See section .0710 (b) (2) for separate inmate selection criteria for work performed under the Community Work Program and section .0711 (g) for separate inmate selection criteria for Correction Enterprises Contracted Services.)
- (1) All inmates selected for work with the Department of Transportation are mentally and physically capable of performing any type of manual labor. All inmates selected for work with governmental agencies other than the Department of Transportation are in the appropriate health grade such that they are mentally and physically capable of performing the work required by that agency.
- (2) Inmates shall not be considered for highway work or inmate labor contract assignment who have a history of:
- (A) one escape from armed supervision within the past five years; or
- (B) more than two escapes from any classification within the past five years.
- (3) Inmates sentenced for serious assaultive crimes against persons or sexual crimes against persons are not selected for highway work or inmate labor contract assignment until they have served 60 days in minimum custody. A sex offender will not be assigned to any inmate work crew that works on school property. This includes either public or private elementary, middle or high schools, community college or university.
- (4) Exceptions to these selection and assignment criteria may be made as necessary and appropriate by the supervising Facility Head or designee.

.0703 COMPENSATION

The Department of Correction will be reimbursed on a cost basis for expenses incurred in providing inmate labor for the specific public work project. The rate of reimbursement will be as stipulated in the contract agreed upon between the Department of Correction and the appropriate responsible department head or public official. Wages for inmate labor will not exceed one dollar per day per inmate.

.0704 APPROVAL OF CONTRACTS

Region Directors will have authority to approve contracts which provide inmate labor for public works other than Enterprises Service Projects. A copy of the executed contract will be sent to the

Central Accounting Office.

- (a) The Region Director will have authority for initial approval of contracts which provide inmate labor for public works other than Enterprises Service Projects.
- (b) Facility Heads will have approving authority for renewal of contracts other than Enterprises Service Projects which provide inmate labor for public works.
- (c) Contracts under review, either initial or renewal, other than Enterprises Service Projects, may be referred to the Region or to the Division Offices for further review and consultation as necessary.
- (d) Request for Waiver of Administrative costs will be forwarded to the supervising Region Director for subsequent review and final action processing.

.0705 SUSPENSION OF CONTRACTS

- (a) Violations That Do Not Result In Injuries
 - (1) The first reported or observed and confirmed violation of a safety & health regulation, inmate labor contract component or correctional agent training component will result in a letter of warning from the Facility Head. The warning letter will require a letter of response specifying corrective action taken.
 - (2) A second reported or observed and confirmed violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a one week suspension of the inmate labor contract by the Facility Head. As part of the suspension the Facility Head will require a letter of response specifying corrective action taken before the contract is resumed.
 - (3) A third reported or observed and confirmed violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a three month suspension of the inmate labor contract by the Facility Head. As part of the suspension the Facility Head will require a letter specifying corrective action taken before the contract is resumed.
 - (4) A fourth reported or observed and confirmed violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a six month suspension of the inmate labor contract by the Region Director. As part of the suspension the Region Director will require a letter specifying corrective action taken before the contract is resumed.

(b) Violations Resulting In First Aid Treatment

- (1) The first accident that results in first aid treatment, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component will result in a letter of warning from the Facility Head. The warning letter will require a letter of response specifying corrective action taken.
- (2) A second accident that results in first aid treatment, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a one week suspension of the inmate labor contract by the Facility Head. As part of the suspension the Facility Head will require a letter specifying corrective action taken before the contract is resumed.
- (3) A third accident that results in first aid treatment, as the result a violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a three month suspension of the inmate labor contract by the Facility Head. As part of the suspension the Facility Head will require a letter specifying corrective action taken before the contract is resumed.
- (4) A forth accident that results in first aid treatment, as the result a violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a six month suspension of the inmate labor contract by the Region Director. As part of the suspension the Region Director will require a letter specifying corrective action taken before the contract is resumed.

(c) Violations Resulting In Injuries or Illnesses Requiring Medical Treatment Greater Than First Aid

- (1) The first accident that result in injury or illness requiring medical treatment greater than first aid, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component will result in a three month suspension by the Facility Head. As part of the suspension the Facility Head will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities.
- (2) A second accident that results in injury or illness requiring medical treatment greater than first aid, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a six month suspension of the inmate labor contract by the Region Director. As part of the suspension the Region Director

will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities.

- (3) A third accident that results in injury or illness requiring medical treatment greater than first aid, as the result a violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a one year suspension of the inmate labor contract by the Division's Assistant Director for Management Services. As part of the suspension the Assistant Director will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities.

(d) **Violations That Result In Permanent And / Or Disabling Injuries Or Illnesses**

- (1) Accidents that result in permanent and/or disabling injury or illness, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component will result in a six month suspension by the Region Director. As part of the suspension the Region Director will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities.
- (2) A second accident that results in permanent and/or disabling injury or illness, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component within a twelve month period will result in a one year suspension of the inmate labor contract by the Division's Assistant Director for Management Services. As part of the suspension the Assistant Director will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities.

(e) **Violations Resulting in Fatality**

- (1) Accidents that result in fatality, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component will result in a one year suspension by the Division's Assistant Director for Management Services. As part of the suspension the Assistant Director will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities. The agency may require a comprehensive survey of the contracting organization's safety program by OSHA Consultative Services and correction of any discrepancies

before allowing resumption of contract activities.

- (2) Any subsequent accident that result in fatality, as the result of a violation of a safety & health regulation, inmate labor contract component or correctional agent training component will result in a five year suspension of the inmate labor contract and suspension by the Division's Assistant Director for Management Services. As part of the suspension the Assistant Director will require a letter specifying corrective action taken. An agency safety officer will review the safety program of the contracting organization and their corrective actions before allowing resumption of contract activities. The agency may require a comprehensive survey of the contracting organization's safety program by OSHA Consultative Services and correction of any discrepancies before allowing resumption of contract activities.

.0706 COMMUNITY WORK PROGRAM

- (a) The Community Work Program provides supervised minimum custody inmates for work projects requested by governmental agencies. Projects performed under the Community Work Program are short-term work projects that are not formalized into inmate labor contracts. These work projects have a duration of ten (10) consecutive labor days or less. Projects can be recurring with the same agency as long as each agency that requests inmate labor can be accommodated. The project may be on either public or private property, however, it must be of benefit to the citizens of North Carolina or units of state or local government. Inmates assigned to community work squads may not perform work that is the subject matter or a component of a private contract or commercial service. Agencies are not required to compensate the Department of Correction for inmate labor or administrative costs under the Community Work Program. The Director of Prisons will establish the Community Work Program at designated minimum security facilities.
- (b) In addition to the conditions and prohibitions for use of inmate labor listed in section .0707 (b) and (d), the following conditions apply to community work program projects:
 - (1) Community work crews are supervised by unarmed correctional staff at a ratio of at least one Correctional Officer to every ten (10) minimum custody inmates.
 - (2) The criterion used to select inmates is any minimum custody inmate who is in the appropriate health grade such that they are mentally and physically capable of performing the work required for the project. A sex offender will not be assigned to a community work squad that works on school property. This includes either public or private elementary, middle or high schools, community college or university.
 - (3) All work performed is manual labor with hand tools. Any work requiring the use of machinery or power tools is not approved without documented training for inmates who use the machinery.

- (4) The agency requesting work to be performed provides all equipment, supplies and materials necessary for the project. The requesting agency is expected to provide hand tools for inmate workers. Additional hand tools can be provided by the correctional facility when judged appropriate by the facility superintendent.
 - (5) All transportation to, from and on the work site is provided by the correctional facility. Tools, equipment, supplies, and materials needed at the project site can be transported either by the agency requesting the work or the correctional facility at the discretion of the facility head or designee.
 - (6) Each community work crew is supplied with safety equipment appropriate to the task by the correctional facility. Safe work practices are to be strictly enforced by the supervising Correctional Officer. Work adjacent to roadways requires appropriate signs and other safety measures to prevent traffic accidents. The supervising Correctional Officer determines whether a work site is conducive both to work for inmate laborers and to safe work practices.
 - (7) Work performed should normally be within a thirty-five (35) mile travel radius of the correctional facility.
- (c) Community work program projects are reviewed and scheduled by the sergeant or other senior staff member assigned to the program and are submitted to the facility head for approval. Additions to the scope of the project requested after the work has begun require the same review and approval process.
 - (d) The governmental agency requesting the work is required to sign a letter of agreement that identifies the work to be done, acknowledges the work will be performed by inmates, grants admission to the property and acknowledges the work can be terminated at any time by the supervising Correctional Officer. If the requested project is at a school, the school administrator or principal must provide in writing, prior to the work beginning, a letter certifying that there will be no students on the property during the time the work is being performed.
 - (e) All instructions and directions to inmates on work projects come directly from the supervising Correctional Officer. Personnel from other agencies can serve as project leaders and coordinate work through the Correctional Officer. No joint projects with volunteer groups can be accepted unless separate work areas and tasks are defined.
 - (f) All inmates assigned to community work crews will earn incentive wage and sentence reduction credit established by the Division of Prisons.
 - (g) The Division of Prisons is responsible for the medical expenses of inmates injured while working under the community work program.
 - (h) Each facility will maintain records of community work program projects for a period of

three (3) years.

- (i) Each facility will establish procedures to make the community work program known to governmental agencies in order to promote the full utilization of the program.
- (j) Each correctional facility participating in the community work program will establish standard operating procedures for program operation. The standard operating procedures will address the following minimum procedures: transportation, custody and security at the work site, counts, safety, working conditions (weather, rest periods, food and drink, smoking, calls of nature), emergency procedures (first aid, medical emergency, escape), inmate discipline, tool list and tool repair.

.0707 CORRECTION ENTERPRISES

- (a) Correction Enterprises is a State enterprise (profit making) operation within the Department of Correction that is provided for in law (G.S. 148-70, G.S. 66-11, subsection c, number 15(f)). Enterprises provides trained and supervised inmate labor to perform requested services through contractual arrangements that are a savings to the taxpayer. Enterprises Contracted Services Projects provide inmates with meaningful work experiences and rehabilitative opportunities for learning marketable skills and producing quality service.
- (b) Inmate workers assigned to Enterprises shall be paid a variable wage not less than 13 cents per hour, or more than 26 cents per hour plus performance bonuses when appropriate. Inmate pay for Enterprises services may not exceed \$3.00 per 8-hour day or \$21.00 per 7-day week.
- (c) Enterprises Contracted Services are provided through the Manpower Services section and the Metal Products and Woodworking/Upholstery Plants.
- (d) Correction Enterprises, as the Department of Correction's principal unit for venture service contracting, may use inmate labor in its agreements with state and local government agencies, public institutions, state universities, community colleges, public schools, and non-profit organizations throughout the state to provide competitively priced services.
- (e) The Enterprises Division Director shall have the authority to review and approve contracts that provide inmate labor for Enterprises service projects.
- (f) Minimum custody inmates shall be assigned to work on Enterprises' service contracts and are supervised by Enterprises Prison Industry Supervisors at a ratio not to exceed 6 inmate workers to 1 supervisor.
- (g) Inmates may not be selected for work on Enterprises' contracted service crews if

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- (1) the inmate is a sex offender; or
 - (2) the inmate is mentally or physically incapable of performing the assigned work; or
 - (3) the inmate has had one escape from armed supervision within the past five years, or more than two escapes from any classification within the past five years; or
 - (4) the inmate has assaulted staff within the past 10 years while in custody; or
 - (5) the inmate was ever convicted of selling drugs on or near a school facility.
- (h) Inmates may be temporarily transferred to a correctional facility nearer to the job site when;
- (1) Enterprises supervisors make arrangements through the Division of Prisons Transportation staff and the receiving correctional facility at least 24 hours prior to the requested transfer;
 - (2) Enterprises transports and delivers inmates directly to the receiving correctional facility;
 - (3) Enterprises leaves the inmates with the receiving facility for processing the inmate(s) into the facility (up to 4 hours) before the inmate(s) may be released to an Enterprises' work crew;
 - (4) Enterprises returns inmate(s) to their home facility at the end of each workweek unless unexpected circumstances dictate an early return to the inmate's home facility.
- (i) Some Enterprises contracted services are performed within the facilities and on the grounds of public community colleges and universities. These services shall be conducted at the convenience and according to the requirements of the educational institution.
- (j) Some Enterprises Contracted Services are performed inside of public school buildings (Elementary, Junior/Middle, High). In this event, work must be performed during hours, or on days when students are not present in the school building.
- (k) Prior to Enterprises beginning the work inside the building(s), the principal or school administrator must sign an Enterprises Notification/Certification Form
- (1) indicating that he/she is aware of, and agrees to the day and time the work is scheduled, and

- (2) certifying that there will be no student activities conducted within the facility during the time the work is being performed.
- (1) Some Enterprises Contracted Services are performed outside of school buildings (Elementary, Junior/Middle, High) on school grounds. In this event the school principal or administrator may elect to have the work performed while student activities are conducted inside of the building. The school administration may exercise this option

if;

- (1) the job site is confined to one area of the grounds so that the supervisor can maintain constant visual contact with each inmate on his/her crew, and
 - (2) student outdoor activities are not scheduled within one hundred yards of the work site, and
 - (3) inmate toilet and water requirements are located on the job site in plain view of the supervisor so as not to require inmates to leave the immediate area or go into the school building, and
 - (4) inmate meal breaks are provided in a sheltered, supervised area on or near the work site, but away from contact with students, and
 - (5) prior to Enterprises beginning the work, the principal or school administrator signs an Enterprises Notification/Certification Form
 - (a) indicating that he/she is aware of, and agrees to the day and time the work is scheduled, and
 - (b) certifying that there will be no school activities conducted on the school outside facilities within 100 yards of the job site.
- (m) When the above conditions are not met in total, the work must be performed during hours or days when students are not scheduled to use school facilities.
 - (1) Prior to Enterprises beginning the work, the principal or school administrator must sign an Enterprises Notification/Certification Form
 - (a) indicating that he/she is aware of, and agrees to the day and time the work is scheduled, and
 - (b) certifying that there will be no school activities conducted at the school facilities.

 11-22-05
Director of Prisons Date

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