	DEPARTMENT OF PUBLIC SAFETY CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: SEP 23 2009	POLICY NO.: COR.21.03
	SUBJECT: CONDITIONS FOR INMATE EMPLOYMENT – VENTURED AGREEMENTS	SUPERCEDES (Policy No. & Date) 493.21.03 & 05/19/92	

1.0 PURPOSE

To provide guidelines and procedures governing the conditions of employment for inmates participating in ventured agreements for the sale of prison-made goods and services to the public.

2.0 REFERENCES AND DEFINITIONS

.1 References

- a. Department Policy COR.21.02, Ventured Agreements-Interstate Commerce.
- b. HRS Chapter 354D-12, Training and Employment, Account Proceeds and Wages.

.2 Definitions

- a. Ventured Agreement: A Contract between a private party and Correctional Industries for the employment of inmate labor to produce goods or services for sale to the public.
- b. Spendable Account: A portion of an inmate trust account which the inmate may use to purchase items from the inmate store, and other articles and services authorized by facility administration.
- c. Restricted Account: A portion of an inmate trust account, which is a mandated saving fund. The inmate may not have access to this account until discharge.

3.0 POLICY

- .1 Inmates employed in ventured agreements with the private sector shall be paid wages that are comparable to wages paid for work of a similar nature in the locality in which the project is located. The exception to this shall be pre-entry training for new inmate workers.
- .2 Inmates shall be covered under worker's compensation insurance and unemployment insurance, which shall be paid by the private employer.

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- .3 Inmate participation in ventured agreements with private industries shall be voluntary and inmate workers shall agree in advance to deductions that will be made from gross wages.
- .4 There shall be no discrimination due to racial origin, age, sex, sexual orientation, political beliefs, religion, or handicap (if capable of working) in hiring and firing of inmate employees.
- .5 Inmates shall be employed in ventured agreements only if they are properly classified for participation in the program. The Department of Public Safety shall determine the appropriate classification for a particular project.
- .6 An inmate may be removed from participation in the program for a period of time or permanently if they commit any misconduct while employed.

4.0 RESPONSIBILITY

The Correctional Industries Program Administrator shall be responsible for ensuring that all provisions of this Policy are followed.

5.0 PROCEDURES

.1 Wages

All gross wages shall be subject to applicable State, Federal and Social Security taxes. The employer shall deduct these taxes.

a. Wage Establishment

The Hawaii Department of Labor and Industrial Relations shall be consulted to ensure inmate compensation will be comparable to wages paid for work of a similar nature in the locality in which the project is located. If the work involves interstate commerce, the provisions of Policy COR.21.02, Ventured Agreements-Interstate Commerce, shall apply.

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b. Wage Deductions

1. The following deductions are the only ones that shall be allowed from all inmate compensation after deductions for State, Federal and Social Security taxes.
 - a) Twenty Percent (20%) shall be paid to defray the costs of incarceration (10% to the participating facility and 10% to Correctional Industries).
 - b) Ten Percent (10%) shall be paid to the Criminal Injuries Compensation Fund. However, if the Criminal Injuries Compensation Commission actually make payments to a victim of a crime for which the inmate is convicted, then a payment schedule, between five and twenty percent of the wages, shall be worked out by the inmate's caseworker and the Criminal Injuries Compensation Commission.
 - c) Where applicable, payment for the support of the dependents of an inmate in amounts deemed appropriate by the Department.

The total of items a) through c) plus taxes shall not exceed eighty percent (80%) of the gross compensation.

2. Fifty percent (50%) of the net income, after the above-noted deductions from income, shall be deposited in the inmate's restricted account for use upon the inmate's release. Fifty percent (50%) of the net income shall be deposited in the inmate's spendable account. Further deductions may be authorized from the inmate's spendable and restricted accounts, where applicable, as specified under the provisions of Department Policy COR.02.12, Inmate Trust Accounts.

.2 Job Recruitment

Inmate labor shall be recruited by posting the following documents on the bulletin boards of inmate residency units.

a. Job Description

This shall include a description of the work to be performed, any special skills, training, or education requirements, wages to be paid, working hours/days, and a statement that the job is voluntary.

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b. Contract

A copy of the Contract the inmate shall sign (Reference Attachment, Form PSD 8001, Disposition of Inmate Income).

c. Interview Location

Time and place where the inmate may go for a job interview.

.3 Inmate Screening

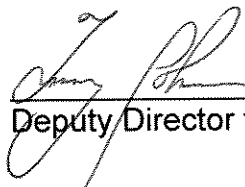
Inmate job applicants shall be interviewed by, the private industry manager, a representative of Correctional Industries and a representative of the Facility. The inmate shall be informed of their job responsibilities, the deductions that will be made from the income, and that participation is voluntary.

Upon satisfactory completion of the interview, the inmate shall sign the Contract, Form PSD 8001. The original Contract shall be kept on file by the Correctional Industries Program Administrator and a copy given to the inmate.

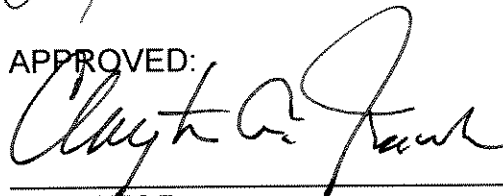
6.0 SCOPE

This policy applies to all Correctional Industries Programs that involve partnership with private parties.

APPROVAL RECOMMENDED:


 Deputy Director for Corrections 9/22/09
 Date

APPROVED:


 DIRECTOR 9/23/09
 Date

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
CORRECTIONAL INDUSTRIES

DISPOSITION OF INMATE INCOME UNDER THE
CORRECTIONAL INDUSTRIES CLASS I WORK PROGRAM

I, _____, Social Security Number _____, agree to the following terms and conditions regarding the disposition of wages I may receive in participating in a Correctional Industries' Class I Work Program, and I understand that my participation in this program is completely voluntary.

As a participant in the Correctional Industries Class I Work Program, I understand and agree that all compensation received under this program after deductions for any applicable State, Federal and Social Security taxes will be deposited to my Inmate Trust Account maintained by the Department, excluding the following deductions established in priority order:

1. Twenty percent (20%) of my gross income shall be paid to the Department of Public Safety to defray the costs of incarceration.
2. Five percent (5%) of my gross income shall be paid to the Criminal Injuries Compensation Fund.
3. Where applicable, payment for the support of my dependents shall be deducted from my gross income in amounts deemed appropriate by the Department.
4. The total of items 1 through 3 above plus taxes shall not exceed eighty percent (80%) of gross compensation. The remaining funds after these deductions shall be equally divided with fifty percent (50%) deposited in my restricted trust account and the remainder deposited in my spendable trust account for my personal use.

I further understand that this formula is subject to change by the Department of Public Safety by the provision of written notice to me. If I disagree with any changes made in the disposition of my wages, I understand that I can discontinue participation in the Correctional Industries' Work program.

Inmate

Date

PSD Representative

Date

Witness

Date