



POLICY STATEMENT
Commonwealth of Pennsylvania • Department of Corrections

Policy Subject: Inmate Compensation		Policy Number: DC-ADM 816
Date of Issue: April 4, 2008	Authority: Signature on File Jeffrey A. Beard, Ph.D.	Effective Date: May 5, 2008

I. AUTHORITY

The Authority of the Secretary of Corrections to direct the operation of the Department of Corrections is established by Sections 201, 206, 506, and 901-B of the Administrative Code of 1929, 71 P.S. §§61, 66, 186, and 310-1, Act of April 9, 1929, P.L. 177, No. 175, as amended.

II. APPLICABILITY

This policy is applicable to all facilities operated under the jurisdiction of, or conducting business with the Department of Corrections.

III. POLICY

It is the policy of the Department to compensate an inmate for participating in work and/or education programs. An inmate is not an employee of the Department. Compensation and opportunities to advance provide positive reinforcement for developing good work habits that are important for the inmate's reintegration into the community upon release.¹

IV. PROCEDURES

All applicable procedures are contained in the procedures manual that accompanies this policy document.

¹ 4-4451, 4-4452, 4-4461

V. SUSPENSION DURING AN EMERGENCY

In an emergency or extended disruption of normal facility operation, the Secretary/designee may suspend any provision or section of this policy for a specific period.

VI. RIGHTS UNDER THIS POLICY

This policy does not create rights in any person nor should it be interpreted or applied in such a manner as to abridge the rights of any individual. This policy should be interpreted to have sufficient flexibility to be consistent with law and to permit the accomplishment of the purpose(s) of the policies of the Department of Corrections.

VII. RELEASE OF INFORMATION AND DISSEMINATION OF POLICY

A. Release of Information

1. Policy

This policy document is public information and may be released upon request.

2. Confidential Procedures (if applicable)

Confidential procedures for this document, if any, are not public information and may not be released in its entirety or in part, without the approval of the Secretary of Corrections/designee. Confidential procedures may be released to any Department of Corrections employee on an as needed basis.

B. Distribution of Policy

1. General Distribution

The Department of Corrections' policy and procedures shall be distributed to the members of the Central Office Executive Staff, all Facility Managers, and Community Corrections Regional Directors on a routine basis. Distribution of confidential procedures to other individuals and/or agencies is subject to the approval of the Secretary of Corrections/designee.

2. Distribution to Staff

It is the responsibility of those individuals receiving policies and procedures, as indicated in the "General Distribution" section above, to ensure that each employee expected or required to perform the necessary procedures/duties is issued a copy of the policy and procedures either in hard copy or via email, whichever is most appropriate.

VIII. SUPERSEDED POLICY AND CROSS REFERENCE

A. Superseded Policy

1. Department Policy

DC-ADM 816, Inmate Compensation, issued February 20, 2008, by Secretary Jeffrey A. Beard, Ph.D.

2. Facility Policy and Procedures

This document supersedes all facility policy and procedures on this subject.

B. Cross Reference(s)

1. Administrative Manuals

- a. DC-ADM 802, Administrative Custody
- b. DC-ADM 803, Inmate Mail and Incoming Publications
- c. 3.1.1, Fiscal Administration
- d. 6.5.1, Administration of Security Level 5 Housing Units
- e. 6.5.8, Administration of Capital Case Inmates
- f. 9.1.1, Correctional Industries

2. ACA Standards

- a. Administration of Correctional Agencies: None
- b. Adult Correctional Institutions: 4-4103, 4-4441, 4-4449, 4-4451, 4-4452, 4-4454, 4-4457, 4-4458, 4-4461
- c. Adult Community Residential Services: None
- d. Correctional Training Academies: None



PROCEDURES MANUAL
Commonwealth of Pennsylvania • Department of Corrections

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**Signature on File
Jeffrey A. Beard, Ph.D.**

Effective Date:

May 5, 2008

Release of Information:

Policy Document: This policy document is public information and may be released upon request.

Procedures Manual: The procedures manual for this policy may be released in its entirety or in part, with the prior approval of the Secretary/designee. Unless prior approval of the Secretary/designee has been obtained, this manual or parts thereof may be released to any Department employee on an as needed basis only.

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BULLETIN
Commonwealth of Pennsylvania • Department of Corrections

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The purpose of this bulletin is to update **Subsection B. Eligibility and Compensation** of Department policy **DC-ADM 816, "Inmate Compensation Manual."** The below changes are listed in bold and italics.

Section 1 – General Procedures

B. Eligibility and Compensation

1. To receive compensation, an inmate must perform assigned work, be a student, or have a physical or mental condition that prevents him/her from being able to work or attend school.²
2. An inmate who refuses to go to work/school is not eligible for indigent status, in accordance with Department policy **DC-ADM 803, "Inmate Mail and Incoming Publications."**
3. An inmate who is removed from a work assignment ***shall immediately be eligible for General Labor Pool (GLP) compensation or a different work assignment.***
4. An inmate in Disciplinary Custody (DC) is generally not eligible for compensation unless the inmate is employed as a janitor on the Security Level 5 Housing Unit in accordance with Department policy **6.5.1, "Administration of Security Level 5 Housing Units."** An inmate being released from DC ***is eligible for GLP or a work assignment immediately upon release from a Security Level 5 Housing Unit.***
 - a. ***Discretion may be used in exceptional cases, and staff are encouraged to consult the Bureau of Treatment Services (BTS) in making determinations in those cases.***

- b. **Recommendations must be well documented in the Inmate Cumulative Adjustment Record (ICAR).**
5. A Parole Violator (PV) is not eligible for GLP compensation or a work assignment until **recommitted to the Department.**
 6. A medically cleared inmate must accept any work assignment regardless of the amount of compensation offered in return. No inmate has a right to be assigned or continue in any specific work assignment.
 7. There will be no pay for time absent from a **work** assignment **due to attendance at** any of the activities listed below, nor for any other activity as determined by the Facility Manager/designee:
 - a. athletic event;
 - b. Authorized Temporary Absence (ATA);
 - c. band;
 - d. cell restriction;
 - e. choir;
 - f. court;
 - g. furlough;
 - h. hearings;
 - i. holiday;
 - j. legal consultation;
 - k. leisure time arts and crafts;
 - l. lock-in;
 - m. mealtime;
 - n. refusal to work;
 - o. religious meetings/services;
 - p. security escorted leave (SEL);
 - q. self-inflicted injury;
 - r. self lock-up;
 - s. sick line;
 - t. social event;
 - u. supervised leave;
 - v. temporary hold-in (DC cases);
 - w. temporary hold-in (AC cases); and/or
 - x. visit.
 8. Compensation for inmate work assignments are obtained from the facility's General Fund allotment, or Pennsylvania Correctional Industries (PCI) Manufacturing Fund.

Section 1 – General Procedures

A. Job Orientation

The Work Supervisor shall orient each inmate to employment conditions, including proper safety and operating instructions for equipment, hours of work, the compensation plan, special rules, and policies affecting him/her prior to assuming his/her job. Each inmate will acknowledge this orientation by signing the **Inmate Job Orientation Form (Attachment 1-A)** specific to his/her job. The Work Supervisor will maintain the original signed **Inmate Job Orientation Form** with a copy sent to the Inmate Employment Office for placement in the inmate's employment file.¹ A new **Inmate Job Orientation Form** will be completed each time the inmate has a significant change in job assignment.

B. Eligibility and Compensation

1. To receive compensation, an inmate must perform assigned work, be a student, or have a physical or mental condition that prevents him/her from being able to work or attend school.²
2. An inmate who refuses to go to work/school is not eligible for indigent status, in accordance with Department policy **DC-ADM 803, "Inmate Mail and Incoming Publications."**
3. An inmate who is removed from a work/school assignment due to failure to perform, poor attitude, not being available for work/school, or no longer housed in general population, etc., is not eligible for compensation until he/she is reinstated to a work/school assignment by the Unit Management Team.
4. An inmate in Disciplinary Custody (DC) is generally not eligible for compensation unless the inmate is employed as a janitor on the Security Level 5 Housing Unit in accordance with Department policy **6.5.1, "Administration of Security Level 5 Housing Units."** An inmate being released from DC must wait 60 days to be eligible for General Labor Pool (GLP) and/or a work/school assignment.
5. A Parole Violator (PV) is not eligible for GLP compensation and/or a work/school assignment until 60 calendar days from the date he/she was returned to the Department. If no waiting list exists, a PV may be given a work/school assignment prior to the expiration of 60 days.
6. A medically cleared inmate must accept any work/school assignment regardless of the amount of compensation offered in return. No inmate has a right to be assigned or continue in any specific work/school assignment.

¹ 2-CI-1A-2, 2-CI-3A-1

² 4-4449

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Section 1 – General Procedures

7. There will be no pay for time absent from an assignment for any of the activities listed below, nor for any other activity as determined by the Facility Manager/designee:
 - a. athletic event;
 - b. Authorized Temporary Absence (ATA);
 - c. band;
 - d. cell restriction;
 - e. choir;
 - f. court;
 - g. furlough;
 - h. hearings;
 - i. holiday;
 - j. legal consultation;
 - k. leisure time arts and crafts;
 - l. lock-in;
 - m. mealtime;
 - n. refusal to work;
 - o. religious meetings/services;
 - p. security escorted leave (SEL);
 - q. self-inflicted injury;
 - r. self lock-up;
 - s. sick line;
 - t. social event;
 - u. supervised leave;
 - v. temporary hold-in (DC cases);
 - w. temporary hold-in (AC cases); and/or

x. visit.

8. Compensation for inmate work/school assignments is obtained from the facility's General Fund allotment, or Pennsylvania Correctional Industries (PCI) Manufacturing Fund.

C. Length of Workday and Workweek

1. The standard workday consists of six hours, and the standard workweek consists of five days. The total number of school and work hours combined may not exceed eight hours multiplied by the number of workdays available in the pay period.³
2. An inmate is compensated for only the actual hours worked. Hours of work are computed from the time of arrival and departure from the classroom or the work site. An inmate reporting late to the work site will be permitted to work only at the discretion of the supervisor.
3. No overtime may be paid to an inmate working inside the facility, except under emergency situations and with the approval of the Facility Manager/designee.
4. An inmate who is required to work during a Commonwealth designated legal holiday or on a day normally considered a day off is paid at his/her regular hourly rate.
5. An outside detail may be assigned overtime work with the approval of the Facility Manager/designee.
6. An inmate may be granted a one-half hour paid break to visit the barber or cosmetology area monthly and commissary weekly, if these services are not available during non-work hours.

D. General Labor Pool (GLP)

1. An inmate who is unassigned through no fault of his/her own, because of the lack of assignments, shall be placed into the GLP for a maximum of five days each week, until an assignment is made.
2. An inmate receiving GLP compensation must maintain an acceptable level of personal hygiene and the cleanliness of his/her living area (including made bed), be available for work/school, accept responsibility for work in or around the housing unit, engage in any employment or school assignment offered, and comply with his/her Correctional Plan. An inmate who does not meet these requirements will forfeit GLP compensation until he/she is compliant, as determined by the Unit Management Team.
3. GLP compensation will be discontinued after six months, at which time the inmate should be offered a work/school assignment. If the inmate is not assigned after six months,

³ 4-4454

through no fault of his/her own, he/she may receive GLP compensation for an additional three months. This extension requires approval from the Facility Manager/designee and notification to the Regional Deputy Secretary.

4. Failure to accept an offered work/school assignment will result in loss of all compensation until the inmate accepts the position offered.
5. An inmate who is suspended from work/school is ineligible for any compensation until the Unit Management team reinstates a work/school assignment.
6. An inmate in an Assessment Unit or Diagnostic Classification Center (DCC), where a work/school assignment is not available, is eligible for GLP status 60 calendar days after initial reception.
7. An inmate transferred from the DCC to a permanent facility is eligible for GLP compensation as outlined in **Section R.** below.

E. Class Attendance

1. An inmate who is attending academic or vocational classes four or more hours per day is considered a full time student; therefore he/she is not eligible for GLP.
2. An inmate enrolled in a full-time vocational program that leads to a license or certification, such as apprenticeship students, barber students, etc., begins at Class 2, Step B, and may receive pay raises based on his/her progress.
3. An inmate who is on the waiting list for school placement may be given a work assignment until space becomes available.
4. An inmate committed to the Department on or after July 1, 2004, who does not possess a verified High School Diploma (HSD) or General Education Diploma (GED) shall be mandated to attend at least 300 hours of academic programming toward the goal of earning a GED or a Commonwealth Secondary Diploma (CSD).
5. The inmate may opt-out after 300 hours of educational programming; however, he/she should be encouraged to continue until he/she obtains the GED. If the inmate is placed on a waiting list for educational programming, he/she may be given a work assignment or GLP compensation while awaiting placement. However, he/she may not be paid at a rate higher than Class 2, Step A. Once enrolled in school and if the inmate retains his/her work assignment, he/she should be allowed to progress through the pay steps.
6. Daily attendance will be recorded and reported by the school principal/designee at the close of each compensation or semester period.

7. Opting-Out

- a. A mandated student may opt-out of the education program only if it is supported by the Teacher, School Principal, and Education Counselor and after meeting the minimum requirements.
- b. The inmate may initiate this process by sending a request slip with the opt-out request to the Education Counselor or School Principal.
- c. The minimum attendance required for each group before an inmate may be considered for opt-out is as follows:
 - (1) a Mandated GED (MGED) student will be enrolled in a minimum of one class per day and attend a minimum of 300 hours before being given the option of opting-out of the mandate;
 - (2) a Mandated GED – Youthful Student (MGED-YS) will be enrolled in a half-day of classes, attend a minimum of 600 hours and reach the age of 21 before being given the option of opting-out; and
 - (3) a Special Education student shall be enrolled per current State and Federal Regulations.

Note: There are no pay increases for academic achievement.

F. Classification of Inmates and Work Assignments

1. For payroll purposes, there are three pay classes or categories as follows:
 - a. class I – unskilled, work requires little or no skill;
 - b. class II – semi-skilled, work requires a fair amount of skill; and
 - c. class III – skilled, work requires a great deal of skill.
2. The work supervisor and the Corrections Employment and Vocational Coordinator (CEVC) will determine the inmate's skill level placement.
3. The Inmate Pay System is designated to maintain a balance of the percentage of the inmate population at a given pay rate. The approximate percentages for the facility payroll is as follows:
 - a. class I – 35%;
 - b. class II – 40%; and
 - c. class III – 25%.

4. The percentages listed in **Section F.3.** above in each class should be approximate. Significant variation in the overall class percentages requires an exception.
5. The Pay Grade distribution for PCI at each location will be approved by the PCI Director in accordance with Department policy **9.1.1, “Correctional Industries.”**
6. ***Special pay rates for work such as the Elizabethtown Culinary Academy, Quehanna Boot Camp, Community Work Programs (CWP), and Licensed Inmate Barbers/Cosmetologists, who work in the facility barber or cosmetology shops are permitted and inmates assigned to their details are to be compensated as Class 4, Step D per the Inmate Pay Class Rate Schedule (Attachment 1-B).***

G. Pennsylvania Correctional Industries (PCI)

1. In order to maximize PCI’s contribution to successful inmate reentry, preference should be given to assigning inmates to the PCI work force who meet the following criteria:
 - a. have two to six years remaining on their sentence;
 - b. completed initial treatment program (Drug and Alcohol Treatment, Anger Management Program, etc.);
 - c. completion of GED or remedial reading program; and
 - d. must have performed satisfactorily in other work assignments.
2. Because the PCI work experience is designed to help inmates achieve a successful reentry to society upon release, the number of inmates serving life sentences assigned to PCI at a facility should be minimized.
3. The number of inmates assigned to PCI who are serving life sentences cannot exceed 10% of the PCI workforce or 10% of the facility’s lifer population (whichever is greater). In achieving this goal, the following rules will apply:
 - a. an inmate serving a life sentence shall not be assigned to the PCI workforce if the percentage of inmates serving life sentences already assigned exceeds the facility’s percentage; and
 - b. an inmate serving a life sentence who is removed from the PCI workforce shall not be reassigned to PCI if the percentage of inmates serving life sentences already assigned exceeds the facility’s percentage.
4. Target Date for Completion
 - a. The target date for achieving the facility percentage ceiling on PCI lifer employment is January 1, 2009.

- b. Facilities which currently exceed noted percentages cannot add any lifers until they fall below the noted percentage.
 - c. Each PCI Field Manager will report progress on attaining this goal quarterly to the Director of PCI and the Facility Manager/designee of each PCI factory's host facility.
5. Compliance will be attained using the following procedures:
- a. attrition – lifers assigned to PCI may be removed as a result of misconduct or by transfer to another facility program;
 - b. voluntary reassignment – lifers may be reassigned following his/her request to be removed from the PCI workforce. Inmates reassigned under this procedure may be retained in the same pay group as they were while employed at PCI; and
 - c. involuntary reassignment – lifers will be reassigned to other duties inside the facility in order to meet the compliance goal by June 30, 2009.
6. Exceptions

Exceptions to the lifer percentage cap may be granted under exceptional circumstances that might impact the operation of a particular PCI factory. Requests for exceptions shall be initiated by the PCI field manager responsible to the Director of CI. The Director of the Bureau of PCI will obtain final approval from the Executive Deputy Secretary. The Facility Manager/designee will be kept informed of these requests.

H. Alcohol and Other Drug (AOD) Therapeutic Community Participation⁴

1. An inmate who is assigned to the AOD Therapeutic Community is not eligible to receive compensation for any other work or school assignment.
2. An inmate in the AOD Therapeutic Community will receive compensation for a maximum of 30 hours per week. See the **Inmate Pay Class Rate Schedule**.
3. In order to move to the next program phase and receive pay raises, the inmate must demonstrate positive participation in his/her **DC-43, Correctional Plan** and show progress within the AOD Program.

I. Quehanna Boot Camp Participation

1. An inmate participating in the Quehanna Boot Camp will be paid the following rates based on a five-day work/treatment week:
 - a. pre-boot camp orientation - \$.75/day;

⁴ 4-4441

- b. green phase (Phase 1) - \$1.20/day;
 - c. red phase (Phase 2) - \$1.50/day; and
 - d. gold phase (Phase 3) - \$2.10/day.
2. Advancement to the next higher class will be based on successful completion of each phase of the program.
 3. An inmate recycled to another platoon due to behavior or non-compliance with treatment goals will be ineligible for compensation for 30-days.

J. Elizabethtown Culinary Program

1. The Elizabethtown Culinary Program is nine weeks in length.
2. Guidelines for inmate participation shall include, but are not limited to, the following:
 - a. have an interest in working in the Food Service Industry after they are released back to the community (he/she should have either a job plan or school plan that documents this interest);
 - b. have had no Class 1 misconducts within the last 12 months;
 - c. have at least one year of prior food service experience with no food service related misconducts;
 - d. have not been removed from food service for a misconduct or have requested to be removed from food service;
 - e. must have a high school diploma or GED;
 - f. have enough time left on his/her sentence to participate in the program (it is recommended that he/she have not more than two to three years remaining on his/her sentence with no detainers);
 - g. have a classification level of at least 2MC or be eligible to attain this classification level to be considered for the course. He/she must be a 2MC prior to actually being transferred to Camp Hill; and
 - h. have read and signed the **Inmate Culinary Academy Memo (Attachment 1-C)**. A copy should be sent with the required selection information submittal.
3. The facility's Corrections Food Service Manager/designee and the CEVC must endorse the candidate.

4. During the course, the inmate shall retain the same rate of pay that he/she had when he/she left his/her facility. Upon successful completion of the program and return to his/her home facility and resuming work in food services, the inmate's pay will be advanced to \$.51 per hour.

K. Asbestos Abatement Program

1. The Inmate Asbestos Abatement training program, conducted at the Training Academy, shall be conducted in accordance with the state certified lesson plan.
2. Guidelines for inmate participate include, but are not limited to, the following:
 - a. have an interest in working in the asbestos abatement/HVAC or Plumbing. Mechanical Services, Carpentry, etc. fields after he is released into the community (should have either a job plan or school plan that documents this interest);
 - b. be a non-smoker or have quit smoking and remain smoke free for a period of one year;
 - c. no Class 1 misconducts within the last 12 months;
 - d. have at least some mechanical/technical training or experience;
 - e. must agree to remain clean shaven and/or shave prior to starting an asbestos abatement project in order to comply with respiratory protection and/or fitness testing as required by asbestos abatement protocols and/or Department policy **15.1.1, "General Safety;"**
 - f. must have a high school diploma or GED;
 - g. have no less than two to three years remaining on his sentence with no detainers;
 - h. have a classification level of at least 2MC or be eligible to attain this classification level to be considered for the course. The inmate must be a 2MC prior to actually being transferred to Camp Hill; and
 - i. have read and signed the **Inmate Asbestos Training/Certification Agreement (Attachment 1-D)**. A copy should be sent with the inmate when he is transferred to SCI-Camp Hill for the training program.
3. Prior to acceptance in the Inmate Asbestos Abatement Program, the referring facility shall forward the Facility Manager at SCI-Camp Hill the following documents:
 - a. Summary Sheet;
 - b. most recent ICSA;

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- c. Separation Report;
- d. PACT;
- e. Inmate Cumulative Adjustment Record (ICAR);
- f. Medical Status Summary – including Attachment 8-B of Section 8, Respiratory Protection Medical Evaluation, of Department policy 15.1.1, along with a statement that the physician feels the inmate is a favorable candidate to pass the requirements of Subsection F. Medical Monitoring Program of Department policy 15.1.1, Section 15;
- g. Misconduct Report;
- h. Work Report or Inmate Progress Report with specific comments/recommendations from the inmate’s work supervisor;
- i. copy of the completed DC-46, Vote Sheet, regarding recommendation to Inmate Asbestos Abatement Crew; and
- j. copy of signed Inmate Asbestos Training/Certification Agreement Form.

NOTE: Upon receipt of these documents, SCI Camp Hill staff will review and make the final decision on accepting the inmate candidate for the Inmate Asbestos Abatement Crew. The referring facility will be notified of SCI Camp Hill’s decision. The referring facility shall only create a transfer petition after notification of an inmate’s acceptance to the program. The transfer petition shall indicate the inmate is being permanently transferred to SCI Camp Hill as part of the Inmate Asbestos Abatement Crew as well as indicate the inmate was approved by SCI Camp Hill. The Office of Population Management (OPM) will coordinate the inmate’s transfer to SCI Camp Hill after receipt and review of the petition.

- 4. Prior to permanent transfer to SCI Camp Hill for participation in this program, the inmate must be prescreened using both the **Respiratory Protection Medical Evaluation** (refer to Department policy **15.1.1, Attachment 8-B**) and the **Asbestos Medical Monitoring Initial Medical Questionnaire** (refer to Department policy **15.1.1, Attachment 15-F**).
- 5. Medical forms concerning the inmate’s certification/base line evaluations and yearly evaluations regarding asbestos abatement exposure shall be kept in the inmate’s medical record, under the Respiratory Monitoring Program divider. The medical record shall be located at the facility where the inmate is housed or the location where the inmate was last incarcerated. The medical records and x-ray films for inmates participating in the asbestos abatement project must be retained for 30 years after the maximum sentence date. These records shall be retained in accordance with Department policy **13.1.1, “Management and Administration of Health Care,”** and in accordance with State and Federal regulations concerning asbestos.

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6. During the asbestos abatement training, the inmate shall be paid \$.75 per hour. Upon completion of the training, the inmate's pay shall be reduced to the amount he was receiving prior to transfer to SCI Camp Hill. At this time, the inmate may be assigned to jobs as determined by the facility CEVC. In the event the inmate is required for an asbestos abatement project, he will be reassigned from his current work assignment to the supervisor assigned to the Asbestos Abatement Crew.
7. The Institutional Safety Manager at SCI Camp Hill and the Safety and Environmental Division of Central Office shall maintain a listing of all inmates certified in asbestos abatement. This list shall also be used to ensure that certified inmates are provided additional training/certification as required by Federal and State regulations concerning asbestos abatement.
8. For the duration that an inmate is assigned to an active asbestos abatement project, **their** pay shall be \$.75 per hour. The inmates assigned to the Asbestos Abatement Crew may be paid up to a maximum of \$1.00 per hour. Pay increases shall be processed in accordance with **Subsection L. below**. During the asbestos abatement project, if member(s) of the asbestos abatement crew are assigned to non-asbestos related assignments (construction, demolition, cleaning, painting, etc.), they shall be paid \$.75 per hour.
9. The inmate's pay for work completed on the asbestos abatement project shall be the responsibility of the facility where the abatement project is located.
10. Upon completion of the abatement project, the inmate's pay shall be returned to the rate paid prior to starting the asbestos abatement project. If the CEVC Office determines the inmate is needed in a different job assignment from his job prior to the abatement project, the inmate shall maintain his pay rate/level he had prior to starting the asbestos abatement project. Once the inmate is in the new position, he shall be eligible for pay increases as outlined in **Subsections L. and M. below**.
11. The Work Supervisor assigned to the abatement project is responsible for submitting the documentation to increase the inmate's pay prior to and reduce the inmate's pay after completion of the asbestos abatement project.
12. Regardless of the location of the Asbestos Abatement Project, once the project is completed, the Work Supervisor shall complete an **Inmate Progress Report (Attachment 1-E)** for each member of the team that worked on the abatement project. The reports will be returned with the Inmate Asbestos Abatement Crew when the crew is returned to SCI Camp Hill. Upon return to SCI Camp Hill, the Inmate Progress Report will be forwarded to the inmate's counselor. The report will be maintained in the ICAR and utilized as part of the annual review process as well as any time the inmate is reclassified.
13. If a member of the Asbestos Abatement Crew is required to participate in a Therapeutic Community as part of their prescriptive programming and is selected for an upcoming Therapeutic Community placement, this inmate shall be removed from the active list of

Asbestos Abatement trained inmates. Upon starting the Therapeutic Community, the inmate will be paid in accordance with Subsection H. above. Once the inmate has completed the Therapeutic Community, the inmate shall be added to the active list of inmates trained in Asbestos Abatement.

14. Operational concerns regarding the use of inmates certified in asbestos abatement shall be handled in accordance with Department policy **15.1.1**.

L. Pay Rates

1. An inmate who refuses a mandatory education program or work assignment shall not be compensated in any manner, and he/she may be issued a misconduct.⁵
2. The pay rates for skill classifications are found in the **Inmate Pay Class Rate Schedule**. In addition to the skill level of the work assignment, the inmate's attitude and spirit of cooperation are important factors in placement in a pay class.
3. The first pay rate assigned to an inmate shall be the starting step of that class that matches his/her skill to that of the position. The supervisor will evaluate the inmate in 60 days to determine if he/she is eligible for promotion to the next skill level. Advancement is based on increased skill level and a rating of at least "Average" on his/her **Inmate Progress Report**.
4. The inmate's compensation will not be decreased due to assignment of program code (M), (R), (X), or (C) and subsequent assignment to an outside work detail.
5. Special pay rates for work such as Operation Outward Reach (OOR), the Elizabethtown Culinary Academy, Quehanna Boot Camp, and Community Work Programs (CWP) are permitted only upon approval of the Secretary/designee.
6. An inmate participating in, or who has completed vocational training, will not receive a reduction in pay if reassigned to a job that uses the skills for which he/she received training.
7. A Legal Reference Aide will be paid initially at Class 2, Step A.
8. An inmate who receives his/her GED or the CSD will be given a one-time \$10.00 monetary award from the Inmate General Welfare Fund (IGWF) to be credited to his/her account, in accordance with Department policy **3.1.1**, "**Fiscal Administration**."

M. Use of the Inmate Progress Report

1. A change in pay (promotion or demotion) must be reported to the CEVC within one working day.

⁵ 4-4441

DC-ADM 816, Inmate Compensation Manual
Section 1 – General Procedures

2. Pay raises or demotions are done at the discretion of the work supervisor based upon the inmate's performance as documented on the **Inmate Progress Report**.
3. The first pay raise may not be granted prior to the inmate's completion of 60 days of at least "Average" performance.
4. Subsequent increases in pay are approved only after 60 days in the current rate and the inmate's rating of at least "Average" on his/her last **Inmate Progress Report**. Pay raises are not automatic, but are based upon job performance. Pay raises are effective in the first full pay period of the month following the approval of the raise.
5. A supervisor may suspend an inmate worker without pay, pending action of the Unit Management Team and/or Hearing Examiner. The supervisor must provide documentation to the CEVC and the Unit Management Team when an inmate is suspended.
6. The supervisor determines an inmate's demotion within the class/step based on his/her work performance. It is effective immediately, pending Unit Team action. Demotions should not be more than four steps at any one time.
7. Removal of an inmate from a work assignment for reasons other than misconduct or medical necessity must be handled by a Unit Management Team action. The supervisor must submit written information regarding the reason(s) to the Unit Management Team, who will discuss the situation with the inmate and attempt to resolve the problem. The Unit Management team may remove the inmate from the job assignment and his/her pay may be suspended.
8. A Barber/Cosmetology student enters the program at Class 2, Step B and remains at that level until the student's Barber/Cosmetology Permit is issued. Progression through the remaining steps in Class 2 and Class 3, Step C occur at the discretion of the instructor, based on productivity and course progress. Advancement may occur at 60 day intervals. Class 3, Step D is reserved for the individual who has passed the state examination and has received his/her license as a Barber/Cosmetologist.

N. Pay for Job Change

1. An inmate with inside status (Custody Level 2, 3, or 4) who is changing work/school assignments will be compensated at the skill level for the new assignment as determined by the work supervisor and CEVC. An inmate with less than an "Average" work performance rating may take a pay demotion, not to exceed four steps.
2. An inmate progressing from inside the facility to an outside work detail (Custody Level 2M or 2R) shall be moved laterally.
3. When transferred from one PCI plant to another at the same facility, the inmate may be reduced to the unskilled pay level in the new assignment at the discretion of the PCI Manager.

O. Illness or Injury

1. An inmate who suffers a work-related injury, as verified by the Medical Department, is eligible to receive compensation at the rate he/she earned on the last workday prior to the injury. The supervisor must complete an incident report documenting the injury for use by the Medical Department. The medical pay period shall not exceed 90 calendar days and each case will be reviewed every 30 days to determine if the medical pay should continue. After 90 days, the inmate shall be paid the Medical Allowance compensation rate.
2. The Medical Department must complete a **Medical Lay-In Report (Attachment 1-F)** for an inmate who is unable to work for medical/mental health reasons, indicating the date the lay-in begins and the date it ends.
3. The inmate must follow the advice of the medical staff and take all reasonable steps to improve his/her health during this time. Failure to do so may result in termination of the Medical Allowance.
4. An inmate who is unable to work as a result of self-inflicted injuries or injuries sustained as a result of a provoked assault or his/her carelessness is not eligible to receive any compensation until medically cleared and approved for a work/school assignment by the Unit Management Team.
5. An inmate who is unable to hold permanent work/school assignment for medical/mental health reasons, or who is confined to a medical/mental health unit, is eligible for a Medical Allowance five days per week. The Medical Department shall evaluate the inmate's condition annually to verify that he/she remains unable to work or attend school.

P. Absence of Staff Member

An inmate on a work, academic, or vocational education assignment who is unable to work or attend class because of the absence of a work supervisor or other staff member, and who cannot be assigned to work for a different supervisor, will receive compensation equal to that earned the last day worked or spent in class, for a maximum of five days. No bonus or incentive pay will be included. After five days the inmate may be reassigned or receive GLP Compensation.

Q. Allowance to Detainee

When a detainee is in custody more than 60 calendar days, GLP compensation may be provided at the discretion of the Program Review Committee based upon the inmate's behavior and compliance with the GLP requirements. If a detainee submits a written request to work and is placed on an assignment, he/she shall be compensated at the appropriate rate.

R. Production Bonuses

An inmate assigned to a PCI production position may be paid a bonus in accordance with Department policy **9.1.1**.

S. More than One Assignment

An inmate may be given a second work assignment in extraordinary circumstances and only with the approval of the Facility Manager/designee. The second work assignment may not be in the same department. In these cases, the inmate may be paid at the appropriate rate for the second assignment for the hours worked on that assignment.

T. Assignments to Security Level 5 Housing Unit

1. An inmate assigned to a Special Management Unit (SMU) is eligible for a work/school assignment in accordance with Department policy **6.5.1**.
2. An inmate assigned to a Capital Case Unit is eligible for a work/school assignment in accordance with Department policy **6.5.8, "Administration of Capital Case Inmates."**
3. An inmate in Administrative Custody (AC) shall be compensated in accordance with Department policy **DC-ADM 802, "Administrative Custody Procedures."**

U. Compensation with the Inmate is Transferred or Released

1. An inmate is not compensated for the day or days in transit between facilities.
2. When an inmate is permanently transferred to another facility, he/she shall be processed for a work/school assignment at the receiving facility and compensated in accordance with the assignment.
3. There is no guarantee that an inmate will keep his/her pay rate when he/she is administratively transferred to another Department facility.
4. An inmate who is granted an incentive based or CL2 reduction transfer shall keep his/her pay rate when transferred to another Department facility. The inmate does not have to be placed in the exact job assignment to keep his/her same pay rate, unless he/she was previously on a Community Work Project (CWP), and there are no openings on a CWP at that time on his/her job assignment. In this case, he/she will have the pay rate Class 2, Step D.
5. To facilitate the release process, an inmate's work/school assignment may be terminated one or two working days prior to his/her release date.
6. Temporary transfers will not be compensated, except for those temporary transfers participating in long term specialized treatment programs such as the SCI-Waymart

Forensic Treatment Center or the Intermediate Care Unit. An inmate in temporary transfer status may be considered for a work assignment, if at a facility for more than 60 days.

V. Records Retention

Facility and PCI compensation records shall be retained until the audits have been completed, but for no less than three years.

INMATE PAY CLASS RATE¹

The hourly pay rates for skills classifications are:

	Step A	Step B	Step C	Step D
Class 1	.19	.20	.21	.23
Class 2	.24	.25	.27	.29
Class 3	.33	.35	.38	.42
Class 4 (CWP, Elizabethtown Culinary Academy Completion and Return to Food Service assignment, and Barber/Cosmetology details)				.51

The first assignment shall be at the starting pay rate (class, step) that matches the inmate's skill to that of the job. Advancement to the next higher class will be based on the skill level of the inmate and a rating of at least "Average" on his/her last **Inmate Progress Report**.

Assignment to a block worker position may not exceed class 2. An inmate block worker who is receiving a higher level pay as of the implementation date of this revision may maintain that pay class unless he/she is removed from the assignment.

General Labor Pool (GLP) – seventy-two cents (\$.72) per day, five days per week.

Medical Allowance – fifty cents (\$.50) per day, five days per week.

Alcohol and Other Drug Therapeutic Community Pay Rates

Phase 1 – Class 1, Step B

Phase 2 – Class 2, Step B

Phase 3 – Class 3, Step B

¹ 4-4461

Section 2 – Responsibilities

A. Facility Manager

The Facility Manager/designee shall establish an Inmate Employment Office, staffed with a Corrections Employment and Vocational Coordinator (CEVC).

B. Corrections Employment and Vocational Coordinator (CEVC) Responsibilities

1. The CEVC, under the supervision of the Corrections Classification and Program Manager (CCPM) or Deputy Superintendent for Centralized Services (DSCS), manages inmate jobs, academic and/or vocational program assignments for which inmates are compensated.
2. The CEVC is a member of the Initial Reception Committee (IRC). He/she coordinates and makes work assignments or changes as recommended by the IRC, Unit Management Team, and as approved by the Facility Manager/designee.
3. After an inmate has completed initial processing, the CEVC may assign him/her temporary employment pending facility classification and medical approval.
4. The CEVC ensures that a record of each work assignment and a current file of the following is maintained:
 - a. alphabetical and numerical cross file of inmates;¹
 - b. Special Skills file; and
 - c. **Inmate Progress Report.**
5. The CEVC shall use the Inmate Employment System (IES) to access the waiting list, and in conjunction with the Unit Management Team, assigns an inmate to a job in accordance with his/her **DC-43, Correctional Plan** and the needs of the facility.
6. The most qualified inmate should fill a vacant position. An inmate who has been in a job-related training program or has prior experience in a specific job and whose work has been satisfactory should be given preference for assignments.
7. Assignment of an inmate to CI is done at the request of the CI Manager, the CEVC will work closely with the CI Manager in addressing CI staffing needs.² The Security Office will provide clearance for all inmates assigned to CI. In case of a disagreement, the DSCS shall have override capabilities.

¹ 4-4457

² 4-4103

8. The CEVC will review all work assignment capacities at least monthly. Work crews will be increased as necessary to complete assignments without using overtime.³

³ 4-4458

Section 3 – Time Keeping and Calculations of Inmate Payroll

A. Time Validation Sheet

1. The **Time Validation Sheet (Attachment 3-A)** is the basic source document for all inmate pay.
2. The CEVC provides the supervisor/teacher with the **Time Validation Sheet** for each inmate on DOCNet under Inmate Employment.
3. Each CI Supervisor is responsible for recording the number of inmate hours worked on the CI Forms and on DOCNet.
4. On the last day of each pay period, each supervisor/teacher will complete the **Time Validation Sheet** and check “save/approve” to certify that the inmate worked the hours reflected on the **Time Validation Sheet** (for all but an inmate working for CI). The supervisor/teacher will review the hours to be paid and inform the inmate of those total hours and pay rate. He/she shall review the **Time Validation Sheet**. Any discrepancies should be resolved prior to submission to the Inmate Employment Office.

B. Completing and Submitting Payroll

1. The Inmate Employment Office and Business Office have five working days after the end of the pay period to complete the verification of time sheets, resolve payroll conflicts, approve/disapprove promotions, and process inmate payroll.
2. No inmate may perform timekeeper or payroll computation duties.

C. Overtime

1. The only justification for overtime work is an emergency situation (including facility emergencies, harvesting crops, etc.).
2. The work supervisor must obtain overtime approval by the Facility Manager/designee through the chain of command. A completed **Inmate Overtime Report (Attachment 3-B)** must be completed prior to payment.

D. Working in the Inmate Employment System (IES)

Guidelines for working and inputting information into the IES are contained in the **Guidelines for Working in the IES (Attachment 3-C)**.

DC-ADM 816, Inmate Compensation Manual
Glossary of Terms

Commonwealth Designated Legal Holiday – Day on which most state employees are not required to work, other than Saturdays and Sundays.

Correctional Industries (CI) – A Bureau operating within the Department that establishes an industries program and provides opportunities for inmate employment.

Corrections Employment and Vocational Coordinator (CEVC) – Para-professional work in providing employment and skills development opportunities to inmates in a state correctional facility.

Daily Move Sheet (Call Sheet) – A facility listing of inmates schedule for various activities, programs, status changes, receptions, releases, assignment, or appointments. The daily move sheet contains the name and number of the inmate, the inmate's cell assignment, and the time and place of the scheduled event. The daily move sheet may be referred to in different terms at various facilities (call-out sheets, transfer sheet, etc.).

Disciplinary Custody Status (DC Status) – The maximum restrictive status of confinement to which an inmate guilty of a Class I misconduct may be committed. An inmate shall be placed in DC Status for periods no longer than 90 days per misconduct charge.

General Labor Pool (GLP) – An inmate who is not compensated for work or school may be placed in a GLP. He/she is required to maintain an acceptable level of personal hygiene, cleanliness of his/her living quarters, and accept work assignments within the housing unit. The inmate must follow all rules, participate in recommended programs, and be willing to accept any employment or school assignment offered.

Inmate Pay Class Rate – A list of most inmate work assignments and the appropriate pay class.

Job Hours – Work time begins with the inmate makes contact with the work supervisor for the purpose of work or reports to the work site, whichever comes first. Work time terminates when the work supervisor releases the inmate.

Job Site – The specific area where an inmate is assigned to work.

Unit Management Team – The individuals assigned to operate a housing unit with the responsibility for security, risk management, and program delivery. The Unit Management Team may act as the Hearing Examiner and decide Class 2 misconducts in those facilities where the Secretary/designee has specifically approved their use in this manner.