

- The plan, sophistication or professionalism with which the act was carried out, or other facts, indicated premeditation.
- The perpetrator used or involved non-prisoners in the act.
- The act involved an actual, or attempted, taking of a hostage.
- The act resulted in the damage to property of great monetary value.
- The act involved a large quantity of contraband.
- The perpetrator took advantage of a position of trust or confidence.

Factors Relating to the Perpetrator

- Inmate has a pattern of violent conduct.
- Inmate's prior record indicates numerous acts or increasing seriousness of behavior.

53130.13 Credits for Interstate Transfer Inmates

The Western Interstate Corrections Compact and the Interstate Corrections Compact Agreements enable the Department to transfer and exchange prisoners with other states.

Inmates who agree to their placement in another state or federal institution or who are serving a concurrent term in another jurisdiction, shall be eligible to earn work credits as authorized under provisions of PC § 2933.

The inmate's work/program participation must be verified on a regular basis by a delegated official of the Host State or federal institution and reported to the Interstate Compact Unit.

- Reports must be submitted every six months.
- Work/participation hours must be comparable to California institution hours.

53130.14 Revisions

The Director, Division of Adult Institutions, or designee shall ensure that the contents of this Section are accurate and current.

53130.15 References

PC §§ 2080, 2600, 2601, 2700, 2701, 2930 - 2934, 3057, 5005, 5045, 5050, 5055, and 5058.

GC § 12838 et seq.

W&I § 3051.

CCR (15) §§: 3040 - 3045.1, 3310 - 3329, 3375 - 3379.

ACA Standards 2-4115 - 2-4126, 2-4323 - 2-4495.

ARTICLE 40 — JOINT VENTURE

Effective October 6, 1993

Revised September 12, 2008

53140.1 Policy

The Secretary of the Department of Corrections and Rehabilitation (CDCR) shall establish Joint Venture Program (JVP) operations within State prison facilities to allow businesses as a Joint Venture Employer (JVE) to employ inmates confined in the State prison system for the purpose of producing goods or services. Such programs shall be patterned after operations outside of prison so as to provide inmates with the skills and work habits necessary to become productive members of society upon their release from State prison.

The JVE and any and all agents and employees of the JVE are an independent business entity and are not officers or employees of the State. "Joint Venture Program" is merely the colloquial name of the program, and does not create or connote a "joint venture" partnership or any other business relationship between a JVE and the State as defined under California law or any other law.

Nothing in these provisions is intended to establish an employer/employee relationship between any inmate participating in the JVP and the State of California, the CDCR, or any individual agency or office of the State of California.

53140.2 The Prison Inmate Labor Initiative of 1990

The Prison Inmate Labor Initiative of 1990, also known as Proposition 139, mandates that inmates who are confined in State prison or county jails should work as hard as the taxpayers who provide for their upkeep, and that those inmates may be required to perform work and services in order to do all of the following:

- Reimburse the State of California or counties for a portion of the costs associated with their incarceration.
- Provide restitution and compensation to the victims of crime.

- Encourage and maintain safety in prison and jail operations.
- Support their families to the extent possible.
- Learn skills which may be used upon their return to free society.
- Assist in their own rehabilitation in order to become responsible law abiding citizens upon their release from a State prison or a local jail.

Priority consideration shall be given to establishing Joint Venture projects that will retain or reclaim jobs in California, support emerging California industries, or create jobs for a deficient labor market.

53140.3 Purpose

This procedure establishes guidelines for the uniform interpretation, application, and administration of the JVP.

53140.4 Definitions

The purpose of this Section is to provide clarification and definition of requirements and terms regarding Joint Venture projects.

Joint Venture Program (JVP)

For the purpose of this Section, JVP means the program responsible for implementing the Prison Inmate Labor Initiative of 1990 (Proposition 139).

Joint Venture Program Unit (JVPU)

The staff responsible for the administration of the JVP.

Joint Venture Employer (JVE)

Any public entity, nonprofit or for profit entity, organization, or business which contracts with the CDCR for the purpose of employing inmate labor under the provisions of Proposition 139.

Inmate-Employee

Any inmate who is employed by a JVE.

Prison Industry Enhancement Certification Program (PIECP)

Under the Office of Justice Programs, the Bureau of Justice Assistance (BJA), PIECP administers and monitors the Federal guidelines for all JVPs nationwide.

53140.5 Responsibility

Headquarters

The Administrator of the JVP Unit (JVPU) is responsible for implementing the Prison Inmate Labor Initiative of 1990 (Proposition 139), and the Prison Industry Enhancement Certification Program (PIECP) Federal guidelines, April 1999 or most recent revision. This shall be accomplished by negotiating contracts and leases with fiscally sound and ethically managed businesses which will create JVP businesses to employ inmates under the provisions of Proposition 139. The JVPU will assist institutions in implementing JVPs, assist and monitor JVEs, and maintain and coordinate all inmate payroll functions.

Warden

Each Warden is responsible for the implementation of appropriate Joint Venture projects at his or her institution. This shall include participation in the processes of the contract/lease development, problem identification/resolution, and ongoing operational management. In addition, the Warden is responsible for appropriate administrative and security support to facilitate the success of the project.

The Warden shall determine all necessary security procedures for the JVP business. Discipline of inmate-employees is the responsibility of the CDCR and the Warden.

Joint Venture Coordinator

Each Warden will appoint a Joint Venture Coordinator who is responsible for the direct implementation/coordination of that institution's JVP. This position is responsible for providing a stable, readily available, and properly screened inmate workforce as well as appropriate administrative, security, and training support to facilitate the success of the project. Each Coordinator is responsible for providing JVPU with inmate hiring documentation, including any information on changes, terminations, or paroling inmates (see CDCR Form 1873, Inmate-Employee Payroll Distribution – Joint Venture Program (JVP)). In addition, each Coordinator is responsible for the completion of the CDCR Form 1872, Inmate Participation Agreement-Joint Venture Program (JVP), for each inmate employee.

Joint Venture Employer (JVE)

As defined in California Penal Code (PC) Section 2717.1(b), the JVE shall be the sole employer of all inmate-employees in the program. The JVE shall be solely responsible for determining the applicability of, and ensuring compliance with, all State and Federal laws concerning employment of inmates and free staff including, but not limited to, applicable wage and hour laws and record keeping requirements. Nothing in this Section should be

construed to modify the responsibility of the State and defined in the California Code of Regulations (CCR), Title 15, Division 3, Section 3484.

The final decision in the hiring of inmates shall be made by the JVE.

The JVE shall be solely responsible for paying comparable wages in accordance with applicable Federal and State laws including, but not limited to, Employment Development Department (EDD) guidelines.

Prison Industry Authority (PIA)

The CDCR may contract with PIA to operate and manage the JVP pursuant to PC Section 2717.1 et seq. The PIA shall cooperate with the Warden of each facility to ensure that there is no conflict between the PIA operation and the proposed Joint Venture project.

Division of Adult Parole Operations

The Parole Agent in the field is responsible for coordinating the introduction of the paroled JVP inmate to the Employment Development Department (EDD) representative located in their unit.

Community Correctional Center/Facility

Any Community Correctional Center/Facility may participate in the JVP as long as it is certified by the CDCR. Inmate-employees must have been convicted in a California jurisdiction.

Employment Development Department

The JVP will obtain from EDD, wage data, applicable Standard Occupational Classification Code (SOC), and survey data from Occupational Employment Surveys (OES) for each inmate-employee's job description.

53140.6 Federal Certification

The Bureau of Justice Assistance (BJA) administers the PIECP. Federal guidelines (Federal Register: April 7, 1999, Volume 64, Number 66) outline Federal participation and certification requirements. The CDCR is required to ensure that businesses that enter into an agreement with the CDCR be designated by BJA as having met all program guideline requirements. This designation allows businesses to engage in interstate commerce pursuant to Title 18 U.S. Code Section 1761 (c) for the sale of prisoner-made goods.

This designation shall remain in effect until cancelled, through written notice, by the CDCR. The BJA may cancel State certification if it finds that California's JVP businesses are not being conducted in conformity with the requirements of the Federal guidelines.

53140.6.1 Sale of Inmate Goods or Services to the Public

PC Section 2717.7 allows for services performed and articles manufactured by JVP inmate-employees to be sold to the public. PC Section 2812, which prohibits the sale of inmate-provided services or inmate-manufactured goods to the public, is not applicable to the JVP. Also, under Title 18, U. S. Code Section 1761(c), the PIECP exempts participating agencies from Federal restraints placed on the marketability of prison-made goods by permitting the transport of such goods in interstate commerce.

53140.7 Joint Venture Policy Advisory Board

The Joint Venture Policy Advisory Board (Board) was created as a result of the Prison Inmate Labor Initiative of 1990. The Board shall serve to advise the Secretary of CDCR on policies that further the purpose of the JVP. The Board shall meet at the call of the Chairperson.

Membership

As mandated by statute, the Board shall consist of the following individuals:

- The Secretary of CDCR (Chairperson).
- The Director of EDD.
- Five members to be appointed by the Governor.
 - One member shall represent organized labor.
 - One member shall represent industry.
 - Three members shall represent the public.

Five members shall constitute a quorum, and a vote of the majority of the members in office shall be necessary for the transactions of the business of the Board.

All members shall serve for four years.

Purposes and Duties

The duties of the Board are to advise/assist the Secretary on policies that further the purposes of the Prison Inmate Labor Initiative of 1990 and provide advice on strategies for accomplishing the following activities:

- Advise/assist in the development of approaches to prospective JVEs in the businesses that may be interested in establishing Joint Venture projects.
- Advise/assist CDCR in assessing the economic impact of prospective Joint Venture projects in the business community.

- Advise/assist in the development of strategies to promote the Joint Venture concept within the business community.
- Provide advocacy for program expansion and resources.
- Provide input and react to proposed policy and program changes.
- Provide ongoing assessment of program effectiveness.

53140.8 Criteria for Inmate Placement in the JVP

Inmate participation in the JVP is voluntary as evidenced by their written consent (see CDCR Form 1872, Inmate Participation Agreement-Joint Venture Program (JVP)). Each institution, in cooperation with the JVE, shall establish participation eligibility criteria. These criteria shall address custody level, excluded commitment offenses, previous work history, disciplinary record, length of time to serve, required skills and abilities, and education level. The decision to hire an eligible inmate shall be made by the JVE. The JVE shall determine the number of inmates required to maintain production, and shall determine when increases/decreases in the inmate workforce are required.

Inmates with an "Immigration Hold/Detainer" shall not be permitted to participate in the JVP as stipulated under Federal Immigration guidelines.

Inmate employment is "at will" and as such, is at the complete discretion of the CDCR and the JVE, and may be lawfully terminated with or without cause, but not for unlawful reasons.

As a condition of employment, all inmate-employees agree to participate in random urine testing.

53140.8.1 Social Security Number

JVP inmate-employees shall have a verified social security number. The JVP Coordinator shall be responsible for verifying social security numbers in the inmate-employee's Central File or by any other available methods prior to referring an inmate to the JVE for an interview.

An inmate cannot be employed by the JVE unless his/her social security number is verified. It is the inmate's responsibility to contact the U.S. Social Security Administration Office to resolve any issues if verification of the social security number cannot be established.

53140.8.2 Required Inmate Employment Documents

Once selected for employment by the JVE, the JVP inmate-employee shall sign the CDCR Form 1872, Inmate Participation Agreement-Joint Venture Program (JVP). The inmate shall receive a copy of the CDCR Form 1872. The JVP Coordinator is responsible for completing the CDCR Form 1873, Inmate-Employee Payroll Distribution – Joint Venture Program (JVP). The Coordinator shall send this form as well as the Inmate Participation Agreement to the JVPU. A bank signature card signed by the inmate-employee is also required.

53140.8.3 Strikes by JVP Inmate-Employees

JVP inmate-employees are not permitted to strike or be utilized as strike breakers.

53140.9 Procedures for Terminating an Inmate who is Participating in the JVP

Pursuant to Department Operations Manual (DOM) Section 53140.8, inmate employment is "at will" and as such, is at the complete discretion of the CDCR and the JVE, and may be lawfully terminated with or without cause, but not for unlawful reasons.

If the inmate refuses to work, quits, or is removed from the JVP, he/she shall be immediately returned to their housing unit, temporarily unassigned, and referred to a classification committee for placement either on a facility waiting list, or if they refuse to work, in a non-credit earning group pursuant to CCR, Title 15, Section 3375. The JVPU must be notified as soon as possible of this termination.

The JVE shall operate in a similar fashion as conducted outside of the prison. Should the JVE wish to terminate an inmate for work related reasons, the following procedures shall be followed:

- The JVE shall inform the inmate-employee and Joint Venture Coordinator at the facility.
- The inmate-employee shall be immediately removed from the JVP worksite and returned to his/her housing unit. The JVE shall complete a CDC Form 128-B, Chrono General.
- The JVP Coordinator shall inform the JVPU of the termination by completing the CDCR Form 1873, Inmate-Employee Payroll Distribution – Joint Venture Program (JVP). If the inmate-employee has been accused of violating any section of the CCR related to the termination of his or her employment, then a CDC Form 115, Rules Violation Report, shall be completed by the JVE.

53140.10 Comparable Wages for Inmate-Employees

The JVE shall pay inmates participating in a Joint Venture project, a wage that is comparable to wages paid by the JVE to non-inmate employees performing the same or similar work for that employer. If the JVE does not employ non-inmate employees for the same or similar work, compensation shall be comparable to wages paid for such work of the same or similar nature in the locality in which the work is to be performed.

53140.11 Job Descriptions

A job description shall be developed by the JVE for each inmate position, establishing the standards of acceptable participation and performance. The job description must be in sufficient detail to include all tasks performed, the skills required for the job, and all machinery to be used in the job. The inmate-employee shall sign a copy of the job description, acknowledging the conditions of employment, and shall receive a copy. The JVE shall submit to the JVPU for its review and approval, detailed job descriptions for any new job position created annually, upon activation of a new JVP business, or when there is a twenty-five percent or more change in job duties. The JVE shall certify the accuracy of all job descriptions under oath.

If the JVE has non-inmate employees performing the same or similar work, a detailed job description, wage rate, and a wage plan for its non-inmate work force shall be submitted to the JVPU.

53140.12 Wage Plans

Each JVE shall submit a wage plan annually to the JVPU for its review and approval that reflects the JVP business's compliance with comparable wage standards. Wage plans may take into consideration a worker's experience, seniority, performance, the technical nature of the work being performed, and other relevant factors.

The entry level wage shall be increased by a minimum of two and one-half percent for each 2,080 work hours. Deviation from this wage increase is authorized only where the JVE provides a reasonable performance-based rationale for denial of the increase. The JVE shall notify the JVPU and the affected inmate-employee of such performance deficiencies. Performance deficiencies shall be documented in the inmate-employee's file and provided to the inmate-employee no later than the date by which the required minimum raise is denied. The JVP Administrator shall have the final authority to determine the reasonableness of the JVE's performance-based rationale.

An inmate-employee shall receive a written performance evaluation after every 1,040 hours worked regarding the worker's performance and whether the JVE intends at that time to deny any required wage increase.

53140.13 Wage Plan Compliance

Pursuant to CCR, Title 15, Section 3486, if a JVE is not in compliance with the Wage Plan, the JVE shall be given thirty days to come into compliance. At the close of thirty days, if the JVE remains non-compliant, the administrator of JVP shall provide the JVE with a thirty day cancellation notice indicating a material breach of the Standard Agreement. If this breach concerns inmate wages, the JVE will forfeit amounts held as a security deposit. If at the close of the thirty day period specified in the cancellation notice, the JVE has not come into full compliance, the JVE shall be immediately terminated from the JVP.

53140.14 Employment Development Department

Annually, upon the creation of any new job position, upon the alteration of any existing position, or upon the establishment of any new JVP business, the JVPU is responsible for submitting job descriptions for each inmate-employee position to EDD. The EDD shall, upon completion of their review, provide wage survey data for each inmate-employee job description, and will make the wage information available to the CDCR on an annual basis. In addition, the JVPU will request wage data from EDD on any new JVEs throughout the year or as needed. EDD will also provide information on whether the employment of inmates would result in the displacement of currently employed and unemployed non-inmate workers performing the same work in the locality.

If the JVE does not employ non-inmate workers in the same or similar job positions as those worked by its inmate-employees, the EDD will determine the SOC applicable to each position.

Using the SOC, the EDD will randomly select twenty OES by industry from the locality of the JVE's prison work site. If twenty OES surveys are unavailable from that locality, the EDD will obtain OES surveys from the most appropriate proxy locality. In the event twenty OES surveys are unavailable statewide, the total available statewide shall be used to identify entry level wages.

If, in the opinion of the Administrator of the JVPU, the entry level wage should be reviewed, the Administrator may request that the EDD pull an

additional twenty OES surveys. This will be the final review. In the event of different survey results, the Administrator will designate the entry level wage supported by one of the two wage surveys.

53140.14.1 Entry Level Wage

A minimum entry level wage for a JVE that does not employ non-inmate workers in the same or similar job position as those worked by its inmate-employees will be established as described in DOM Section 53140.14. The minimum entry level wage will be the lowest wage in the reporting wage range interval reported to the EDD for which a minimum of twenty percent of the survey data reflects a wage included in or lower than that wage interval. In no event can the minimum entry level wage be lower than the minimum wage under Federal or State laws or local ordinances.

53140.15 Compensation of Inmate-Employees

Earned wages paid by the JVE will be distributed to inmates by the CDCR once per month regardless of the frequency the employer issues payroll. Wage payments shall be made no less than twice a month by the JVE, and delivered according to instructions provided by the JVPU.

The JVE shall provide to the JVPU all applicable inmate-employee payroll data.

53140.15.1 Inmate Payroll Distribution

JVEs are responsible for withholding all Federal, State, and local payroll taxes from the wages of inmate-employees. Net wages, after taxes, shall be distributed as follows:

- Twenty percent for costs of room and board shall be remitted to the CDCR.
- Twenty percent for any lawful restitution fine or contributions to any fund established by law to compensate the victims of crime.
- Twenty percent for support of family pursuant to State statute, court order, or agreement of the inmate. If the inmate-employee chooses not to send money to a family member, and there is no court-ordered withholding, these funds will be deposited in mandatory savings for the inmate-employee.
- Twenty percent to the inmate-employee's trust account.
- Twenty percent to mandatory inmate savings account to be released by the CDCR to the inmate-employee upon parole.

53140.15.2 Inmate Restitution Fines

JVP deposits are exempt from fines and direct orders of restitution deductions enumerated in CCR, Title 15, Section 3097(j), except for any lawful restitution fine as described in DOM Section 53140.15.1.

53140.15.3 Inmate Savings Accounts

Inmate-employee savings accounts are restricted and under the control of the JVPU. Each inmate-employee's savings, plus the interest accrued on that savings, shall be provided to the inmate upon his/her release. Inmate-employee savings accounts are intended solely for the deposit of wages earned from employment with the JVE.

Wardens may authorize an early withdrawal of up to fifty percent of the balance of an inmate-employee's savings in cases where the inmate-employee is sentenced to 15 years or more and he/she has accrued \$6,500 or more from Joint Venture wages in their account (See Title 15, Section 3485(i)(3)). Examples of reasons for early withdrawal would include personal or family obligations of an urgent nature. JVP Coordinators should contact the JVPU for instructions on the procedure for this early withdrawal.

Inmate-employees who terminate from JVP with a savings account balance of \$500 or less may voluntarily elect to close their account and have the balance forwarded to their institutional trust account in order to avoid account fees. JVP Coordinators should contact the JVPU for instructions on the procedures for this provision.

53140.15.4 Selection of Victim Restitution Organizations

Each Warden/Community Correctional Facility Director shall select a suitable victim restitution organization with the following criteria:

- Any selected program shall be a fund established by law for the purpose of providing crime victim compensation. Examples of a fund established by law include District Attorney's Victim/Witness Programs or a crime victim program that has obtained a local governmental agency's resolution authorizing the program to receive funds, i.e. Board of Supervisors or City Council.
- Programs/organizations shall provide direct victim services (e.g., rape crisis, domestic violence, victim/witness, child abuse).
- Programs have been established in either the public or private sector.

These funds are to be used for direct services to crime victims (e.g., emergency funds for immediate victim needs, counseling, relocation costs, temporary needs such as immediate or crime-related day care fees). These funds are not to pay for overhead/operating costs of an agency or program.

Wardens shall contact the JVPU for assistance in determining eligibility of any crime victim fund.

The JVPU will provide for the transfer of funds to the designated crime victim compensation program on an annual basis.

53140.16 JVPU Responsibilities

- The JVPU shall monitor compliance with PC Section 2717.1 et seq., and Prison Industry Enhancement Certification Program Federal guidelines.
- The JVPU shall provide statewide coordination and support to effect program compliance and uniformity.
- The JVPU shall provide statewide oversight in the development, maintenance, amendment, and termination of JVP Standard Agreements (contracts) and leases.
- The JVPU shall provide information and assistance to institution staff and JVP businesses.
- The JVPU shall train institution staff on JVP duties and responsibilities.
- The JVPU shall contract with a private financial services firm to perform the distribution of JVP inmate payroll, and the collection of appropriate payroll data.
- The JVPU shall open and maintain bank accounts for the savings portion of JVP inmate-employee compensation. Inmate-employees shall have no access to these accounts until they are released. Upon release, JVPU will make available to the inmate-employee the savings account funds.
- The JVPU shall conduct a minimum of four unannounced on-site visits for all new JVEs and annually for all existing JVEs to determine the accuracy of the job descriptions and wage plan. The JVPU will provide a written report including the observations and findings of each visit, and maintain these records for five years.
- The JVPU will maintain a database which includes each inmate-employee's date of hire, hourly wage, hours worked, and the SOC Code for each inmate position.
- The JVPU shall conduct desk audits every ninety days from a random selection of ten percent of the inmate-employee workforce, reviewing salary levels to verify the wage rates established by the wage plan are being paid.

53140.17 JVE Responsibilities

- The JVE shall be responsible for completing inmate-employee work incentive time-keeping documentation, the CDCR Form 1697, Inmate Work Supervisor's Time Log, according to CDCR requirements.
- The JVE shall complete quarterly inmate-employee performance evaluations in the CDC Form 101, Work Supervisor's Report.
- The JVE must represent and warrant that the JVE business will not result in the displacement of any non-inmate workers performing the same work. The JVE agrees not to displace its non-inmate employees with inmate-employees.
- The JVE must comply with all applicable record-keeping requirements set forth in the California Labor Code and applicable Industrial Welfare Commission (IWC) Wage Orders.
- The JVE is solely responsible for compliance with all applicable Federal, State, and local laws and regulations. Nothing in this Section should be construed to modify the responsibility of the State as defined in the CCR, Title 15, Section 3484.
- The JVE shall adhere to all applicable Federal, State, and local health and safety laws and regulations.
- The JVE shall pay inmate-employees a wage that is comparable to wages paid to non-inmate employees performing the same or similar work in the locality in which the work is to be performed.
- The JVE will submit to the JVPU, detailed job descriptions for each inmate position.
- The JVE shall submit a wage plan annually to the JVPU.

53140.17.1 Notices

The JVE shall post at the JVP worksite, and provide to each inmate-employee, a notice of applicable employment laws and relevant Labor Code provisions.

The JVE shall post at the worksite, the CDCR Inmate Appeals and Non-Retaliation Notice provided by the JVPU.

53140.18 Inmate Hours and Work Schedule

As a part of the contract negotiations, the Warden and the JVE will establish the normal hours and days of the week that inmate-employees will work.

53140.19 Inmate Appeal

The CDCR's approved Inmate Appeal Procedures, CCR, Title 15, Section 3084.1 apply to the JVP. Under these provisions, an inmate-employee may appeal the substance or application of any written or unwritten policy, decision, or condition of CDCR or of the JVE to which the inmate-employee is employed, or appeal any behavior or action directed toward the inmate-employee by the staff of either the State, the JVE, or another inmate-employee. Inmate-employees may file complaints regarding alleged violations of their employment related rights under PC Section 2717.8, relevant Labor Code provisions, and applicable Industrial Welfare Commission Wage Orders.

To address JVE related matters, inmates shall not be subject to retaliation by the CDCR for their use of the inmate appeal process pursuant to CCR, Title 15, Subsection 3084.1(d). Inmates shall not be subject to retaliation for exercising rights guaranteed under the State Labor Code or elsewhere in law to address JVE related matters.

Pursuant to CCR, Title 15, Subsection 3084.7(m) any current or former JVP inmate-employee who believes he/she has a grievance regarding a wage and hour or retaliation claim against a JVE, shall complete the CDC Form 602, Inmate/Parolee Request For Appeal, within 15 working days after the occurrence of the alleged violation. The informal and first level response will be deemed waived. The institution's Appeals Coordinator shall log the appeal and immediately forward the appeal to the JVP Administrator. The Administrator, JVP, has thirty (30) working days in which to respond to the appeal.

The JVP Administrator shall attempt to resolve the grievance. If the inmate-employee is dissatisfied with the JVP Administrator's resolution, including rejection for timelines, the inmate-employee may file a complaint with the Labor Commissioner. The inmate-employee will be advised of his/her rights and responsibilities for filing a complaint with the Labor Commissioner, the Division of Labor Standards Enforcement (DLSE). Rejection by the JVP Administrator does not limit or change the right of the inmate-employee to file a complaint with the DLSE. Any complaint filed with the Labor Commissioner will be governed by the DLSE's time frames for filing grievances including, but not limited to, Labor Code Section 98.7 and Code of Civil Procedure, Sections 337, 338, and 339, and is deemed filed when the CDC Form 602, Inmate/Parolee Request For Appeal is filed.

No inmate-employee may be discriminated against or discharged for filing an appeal or a complaint regarding wage and hour or retaliation violations on the part of a JVP employer. If the Labor Commissioner determines that no violation has occurred and that the complaint was frivolous, unreasonable, groundless, or was brought in bad faith, the Commissioner may direct the complainant to pay reasonable attorney's fees to cover the costs of any hearing(s) associated with the complaint.

53140.20 Custody Costs

During normal working hours, custody costs are the responsibility of the institution. Under normal situations, if custody is available or budgeted for the area where the JVE is located, no costs will be billed to the JVE. If the JVE requires custody staff during time periods not normally covered by institutional custody staff, the JVE will be charged for this custody cost at the discretion of the Warden.

53140.21 Workers' Compensation Insurance

The CDCR will provide workers' compensation coverage for inmates employed in the JVP. In return, the JVE will pay the CDCR a fee equal to 75 percent of the published rate for the classification of similar private employers as outlined in the California Workers' Compensation Insurance Manual.

All inmate-employees' claims will be processed by the institution. The JVE is responsible for completing all required CDCR forms relating to any work related accident.

53140.22 Parole Procedures

The JVP Coordinator shall inform the JVPU thirty to sixty calendar days prior to the parole of an inmate-employee. This information should include the parole date, identification of the parole unit and parole agent if known.

The JVPU shall close the savings account, inform the financial service, and arrange for remaining savings and final payroll to be forwarded to the paroled inmate-employee.

53140.23 Lease Agreements

The Director of the Department of General Services (DGS) with the consent of the CDCR may let, in the best interest of the State, any real property located within the grounds of a facility of the Department to a public or private entity for a period not to exceed five (5) years for the purpose of conducting a JVP. The lease may provide for renewing the lease for additional successive terms not to exceed a total of twenty (20) years. Any lease for State property entered into pursuant to this section may be at less than market value when the Director of DGS determines it shall serve a statewide public purpose (Government Code Section 14672.16(b)).

53140.24 Standard Agreement (Contract)

A Standard Agreement (Contract) shall be entered into between CDCR and any public entity, non-profit or for profit entity, organization, or business for the purpose of employing inmate labor pursuant to the Prison Inmate Labor Initiative of 1990. These contracts are non-competitively bid, and are awarded for five-year terms up to a total of twenty (20) years.

53140.24.1 Security Deposit

The JVE shall provide CDCR with a Security Bond or equivalent security. This requirement shall be included in the Contract. The amount of the bond shall be not less than two months wages for the inmate-employee workforce contemplated by the JVE after six months of operations, and shall be determined on a case-by-case basis based on, but not limited to, the size of the inmate-employee workforce and the size of space leased by the JVE. The bond or its equivalent shall be retained by the CDCR and may be used by the CDCR in the event a JVE fails to submit payroll or defaults on any of its obligations to the State. The CDCR shall apply the bond first to pay past due wages to inmate-employees and thereafter to unpaid obligations to the State, including, but not limited to, rent, utilities, workers' compensation, and custody costs.

53140.24.2 Contract Termination

Termination of a Joint Venture contract shall be completed in compliance with State contract regulations. See DOM Section 22040.21 for further details.

53140.25 In-Service Training

The Warden, or designee shall determine the type and amount of orientation training to be provided to the JVE non-inmate staff prior to occupying the facility, and any relevant annual updates particularly on the topic of Inmate-Staff Relations. All effort will be made to include only topics appropriate to the JVE non-inmate employees.

53140.26 Institutional Communications

The JVEs shall be included in the distribution of all relevant information that is circulated in Institutional Departments.

53140.27 Institutional Lockdowns

When an institution lockdown occurs that affects the JVEs operation, inmate-employees will be designated as critical workers, and returned to work as soon as possible without effecting the safety and security of the institution.

53140.28 Personal Protective Equipment

The JVE's non-inmate personnel shall be required to be in possession of a whistle whenever they are on facility property. Personal alarm devices shall be provided to JVEs if they would be provided to CDCR employees working in similar conditions.

53140.29 Incident Investigation

Institution staff shall investigate any unusual occurrences or incidents that occur in the JVP worksite. The investigation shall be conducted in compliance with all departmental rules, regulations, and expectations.

53140.30 Revisions

It is the responsibility of the JVPU Administrator, or designee to ensure that the contents of this Article are kept current and accurate.

53140.31 References

PC §§ 2717.1 - 2717.8 and 2812.

CCR (15)(3) §§ 3084.1, 3084.7(m), 3097(a), (b), and (j), 3375, and 3480 - 3486.

GC § 14672.16(a).

LC §§ 98.7, 1132.6, 1132.8, 2926 and 2927.

R&TC §§ 7, 8, 17039, 17053.6, and 23036.

The Prison Inmate Labor Initiative, 1990, Proposition 139.

Federal Guidelines (Federal Register: April 7, 1999, Vol. 64, Number 66).

18 USC 1761(c).

41 USC 35(d).

DOM § 22040.21.

ARTICLE 41 — INMATE MAIL

Effective January 3, 1990

Revised July 26, 2008

54010.1 Policy

The California Department of Corrections and Rehabilitation (CDCR) encourages correspondence between inmates and persons outside correctional institutions/facilities. The sending and receiving of mail by inmates shall be uninhibited except as provided for in this Article. Mail shall be delivered to inmates, regardless of housing, unless it is: contraband per the California Code of Regulations (CCR), Title 15, Article 1, Section 3006; or is Disturbing or Offensive Correspondence, per CCR, Article 4, Section 3135, or excessive property per the Department Operations Manual (DOM), Chapter 5, Article 43, Inmate Property.

54010.2 Purpose

The purpose of this Article is to provide guidelines for orderly processing of inmate mail and to give direction to staff, inmates, and their correspondents concerning institution/facility mail requirements.

54010.3 Compliance

Correspondents are personally responsible for the contents of their mail. All persons corresponding with inmates must comply with existing laws, regulations, and local rules. Violations of law or the CCR, Title 15, Division 3, may be referred to the appropriate federal, State, or local authorities for proper disposition. Such violations may also result in the temporary suspension or the denial of correspondence between the involved parties. Each newly arrived inmate shall be promptly informed of all Department regulations and procedures governing inmate mail. Upon receipt at each subsequent institution, inmates shall be promptly informed of all institutional policies and procedures governing mail.

54010.4 Definitions of Classes of Mail

First Class Mail

The United States Postal Services (USPS) regulations define First Class Mail as all matter wholly or partly in writing or typewriting, all actual and personal correspondence, all bills and statements of account, and all matter sealed or otherwise closed against inspection. The maximum weight for a First Class letter is 13 ounces.

All First Class Mail shall be delivered to the inmates as soon as possible, but not later than seven (7) calendar days from receipt of the mail from the Post Office.

Standard Mail

USPS regulations define Standard Mail as mail used for advertising mail, catalogues, and newsletters of a non-personal nature that are not required to be mailed as First Class Mail. The maximum weight for Standard Mail is 16 ounces. Standard mail used to be referred to as "Bulk Mail."

Periodicals

USPS regulations define Periodicals as a class of mail consisting of magazines, newspapers, or other publications formed of printed sheets that are published at least four times a year at regular, specified intervals (frequency) from a "known office of publication." Periodicals usually must have a list of subscribers and/or requesters, as appropriate.

Package Services

USPS regulations define Package Services as Parcel Post, bound Printed Matter, Medial Mail, and Library Mail.

With the exception of Parole Clothes and third party special purchase health care appliances, inmates shall not be allowed to receive Package Services directly from personal correspondents. Packages containing parole clothes or third party special purchase medical assistive devices must be clearly marked with either "parole clothes" or "health care appliance" on the outside of the package. Personal correspondents do not include the Courts, Law Firms, County, State and Federal Agencies, Publishers, Bookstores, Book Distributors, etc.

All incoming packages, regardless of their contents or whom they are addressed to, shall be put through an x-ray machine to prevent the introduction of contraband into the institution.