

**WAC 137-80-034 Class IV: Community work crews.** Incarcerated individuals in Class IV work status reside in facilities contracted for, owned or licensed by the department, and participate in programs that have both education and work components.

(1) Class IV services may be provided to both 501(c)(3) public charity and 501(c)(4) social welfare nonprofit organizations and to public agencies. Two types of Class IV services are available. The first or standard type (standard), will constitute the majority of Class IV work and is paid for by the recipient of the services. The second type of Class IV service, a "goodwill service," is paid for by the department.

(2) Class IV services may be initiated by the department or provided at the request of an eligible recipient. Allowable Class IV services are limited to those included in the Class IV Project Matrix, as now existing or hereafter revised.

(3) Class IV services are performed in the community, generally in the county in which the facility is located.

(4) Incarcerated individuals who perform Class IV work will be compensated at gratuity rates specifically established for the type of work performed. Class IV gratuity rates will be established by the department and contained in the Class IV Project Matrix as now existing or hereafter revised.

(5) Class IV services do not require skilled labor, are not performed on private property, unless owned or operated by an eligible nonprofit corporation, and have minimal negative impact on existing private industries or the labor force in the county where the service is provided.

(6) For standard Class IV services:

(a) The department requires:

(i) A master agreement, written with program input in the department's office of contracts and legal affairs and signed by the department secretary or contracts administrator and an authorized representative of the recipient;

(ii) A work project description that is signed by the authorized representative of each party. The work project description operates under the master agreement to detail the responsibilities of each party for each project. Work may not begin until both a fully signed master agreement and a work project description for the particular project are signed by the parties.

(b) The recipient of work crew services will:

(i) Not request work determined by the department to be unsafe and thus included on its Class IV prohibited work list as now existing or hereafter revised;

(ii) Provide workers with relevant job specific and location specific safety training as well as instruction in the use of any specialized equipment necessary for the particular work;

(iii) Provide all workers with any specialized personal protective equipment (PPE) necessary for the particular work;

(iv) Pay the department's invoiced charges including, but not limited to:

(A) The cost of all workers' compensation premiums payable by the department to L&I on the recipient's behalf;

(B) Worker gratuities at the rate specified in the Class IV Project Matrix for the specific services provided;

(C) Mileage at the then current state mileage rate, for transporting workers to and from the work location;

(D) The salary and benefits of any additional correctional officer(s), needed by the department at the work location.

(c) The department will:

(i) Provide one correctional officer to supervise workers for safety and security;

(ii) Pay workers' compensation premiums directly to L&I on behalf of the recipient, at the rates assigned to the department by L&I;

(iii) Provide an invoice to the recipient monthly for all costs incurred during the previous month.

(d) Supervision of the work:

(i) For Level 1 and 2 projects. At the recipient's request, the department will supervise workers to complete the requested work. Depending upon the project scope and working conditions, DOC at its own discretion, may determine that additional officers are necessary at the work location. DOC may also collaborate with the recipient to determine whether constant and continuous or periodic on-site supervision of the work is required.

(ii) For Level 3 projects, which are more complex and may involve additional risk, the recipient will supervise workers to completion of the requested work. The recipient will determine, whether constant and continuous or periodic on-site supervision of the work is required.

(7) For Class IV goodwill services:

(a) The secretary or designee will determine the goodwill criteria.

(b) The goodwill criteria, applications and service agreements will be available at prison facilities for distribution to eligible nonprofit recipients. Those recipients will sign and submit their completed applications to the facility from which services, if approved, will be provided.

(c) Every facility will:

(i) Assess applications based upon the Class IV goodwill services criteria developed by the department;

(ii) Have all approved goodwill service agreements signed by the prison superintendent or designee and the recipient's authorized representative before starting any work;

(iii) Email a copy of each signed goodwill service agreement to the department's office of contracts and legal affairs within two calendar days after signature by the second of both parties; and

(iv) Pay all costs associated with approved goodwill services including worker gratuities and workers' compensation premiums. Recipients will not reimburse the department for such costs.

(d) For goodwill services a facility may, at its own discretion conduct the advance hazardous conditions and/or materials inspection itself or waive the requirement. Any waiver of the requirement will be based upon facility experience with the work location or the work to be performed.

(8) For all Class IV services:

(a) The department will:

(i) Screen and select the workers based upon eligibility criteria developed by the department;

(ii) Immediately suspend work when/if hazardous materials or conditions are discovered at a work location and inform the recipient so that it can make appropriate notifications for further assessment;

(iii) Transport workers to and from work locations;

(iv) Provide custody and security supervision of the workers;

(v) Provide or coordinate the educational components of the program;

(vi) Not reimburse any recipient, for any liability insurance costs associated with services provided by incarcerated individuals;

(vii) Adhere to the Class IV Project Matrix Level 1 through 3 designations, gratuity rates and types of work as now existing or hereafter revised.

(b) The parties will jointly, except at the department's discretion for goodwill services, conduct a hazardous conditions and materials assessment of the work location. Based upon the written assessment, the recipient will determine, with department concurrence, the specific personal protective equipment that must be provided to workers to perform the requested services. The department will determine whether the recipient must perform site remediation before workers can begin to work at any given location.

(9) Class IV correctional industries programs operated in work camps established pursuant to RCW 72.64.050 are managed under separate intergovernmental and local agreements and are exempt from these requirements.

[Statutory Authority: RCW 72.01.090 and 72.09.100. WSR 20-13-054, § 137-80-034, filed 6/12/20, effective 7/13/20; WSR 15-20-010, § 137-80-034, filed 9/24/15, effective 1/1/16.]