

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL

160 Peregory Lane
Charlottesville, Virginia 22902

Col. Martin E. Kumer, Superintendent

Phone: (434) 977-6981

Work Release Department

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WORK RELEASE RULES AND REGULATIONS

IF YOU VIOLATE ANY OF THE FOLLOWING RULES AND REGULATIONS, IT WILL RESULT IN YOUR REMOVAL FROM THE PROGRAM, POSSIBLE LOSS OF YOUR GOOD TIME AND LOSS OF YOUR JOB. You will be expected to follow these rules and regulations, which will govern your conduct while on Work Release.

1. You hereby agree to release any and all information concerning yourself, so you may be properly evaluated for the Work Release program.
2. You will not be allowed to work or travel outside of a 35-mile radius from the Albemarle-Charlottesville-Nelson Regional jail without specific permission from the Work Release department.
3. You must have employment that **does not** require driving. Work Release inmates are **NOT** allowed to drive.
4. **NO** employment **WORKING WITH** or **WORKING FOR**, family members.
5. If you are a **CONVICTED** felon you are not to have employment that requires you to serve, possess or sell alcoholic beverages. Establishments are required to have and display a VA/ABC Liquor license are only allowed to employ you in the capacity as a Busboy, Cook or other Kitchen help.
6. Upon approval for the Work Release program you will be required to make an initial deposit prior to going out to work, **\$102.00 if you are paid weekly** and **\$194.00 if you are paid BI-weekly**. \$10.00 of this deposit will go towards your initial urinalysis screening. The remaining deposit will remain on your account to cover your program fees, court cost and random urinalysis screenings from paycheck to paycheck. **Only** Money orders or Cashiers check will be accepted for your initial deposit. Note: Your account balance **WILL NEVER** go below your initial deposit, if it does you could be subject to removal from the program. Upon completion of the program any unused funds will be reimbursed too you.

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7. Before you are let out on the program you will be given an initial urinalysis test and the charge for this test is \$10.00. If the results of this urinalysis test come back positive you will not be allowed to participate and you will be removed from Work Release status for the remainder of your incarceration. If at that time you would like a secondary urinalysis testing, you must let the officer know as soon as the test results are known. You will be held accountable for the cost of the secondary testing whether it is positive or negative.
8. After you have passed your initial urinalysis screening you must agree to submit to random Alcohol Sensor, Urinalysis or Blood test as directed by Work Release or Jail staff while on the Work Release program. If the test results come back positive for any illegal or unauthorized substance you will be held in from work, disciplinary action will be taken and you will be removed from the Work Release program. If at that time you would like a secondary urinalysis testing, you must let the officer know as soon as the test results are known. You will be held accountable for the cost of the secondary testing whether it is positive or negative.
9. You will be held accountable for the cost of each Urinalysis, Blood or Alcohol Sensor test, the cost for each test are, TestStik/\$2.00, TestCup/\$10.00, Alcohol Sensor/To be determined, Blood/To be determined. Note: The cost for each test is subject to change.
10. If you fail to give a Urinalysis, Blood or Alcohol Sensor sample upon request, you will be held in from work until one is taken from you. If you refuse to give one, you will be removed from the program.
11. You hereby agree to pay **\$9.00** per each day of incarceration while participating in the work release program for room and board. The only time this fee will not be assessed is when you have a doctor's note stating that you cannot work because of medical reasons, if you are held in from work for weather related issues or investigation circumstances per the Work Release Coordinator. If this money is not paid, you will be removed from the work release program.
12. You agree to pay \$25.00 per week toward your fines and court costs as required by court order. If this money is not paid, you will be removed from the Work Release program.
13. You hereby agree to turn in your **PAYCHECK AND PAYCHECK STUB** to the Work Release department to allow it to be deposited into the work release account. This includes **ALL** of your earnings, **including tips**, less payroll deductions required by law. **ALL WORK RELEASE PROGRAM FEES WILL BE DEDUCTED FROM YOUR PAYCHECK. [Any participant that has direct deposit must stop the direct deposit and notify their employer to pay by check while on the Work release program.]**
14. You will be allowed to send money out from your Work Release account that is left over from your paycheck once all programs and court fees have been deducted. This will be done by using the Work Release **Disbursement Form**. This form allows you to send money out to family, place money onto your Jail Canteen account and to request a weekly stipend of, **No More Than**, Forty [\$40.00] a week for use to purchase lunch while away from the facility, [Note: Work Release Rules and Regulations apply]. This form must be submitted each week no later than 8:00 AM, Monday mornings, unless noted on a disbursement form as **PERMANENT**.

15. If at any time a check from your employer is returned there will be a \$25.00 returned check fee applied to your account. If there is more than one instance of this your employer will be required to pay all salaries by money order.
 16. A schedule must be submitted by your employer and approved by the Work Release department before you will be allowed to work. If you are on a rotating schedule it is your employer's responsibility to submit an updated and accurate work schedule to the Work Release department no later than close of business **Thursday at 3:30 pm** of each week. Any schedule not received by that time will subject you to being held in from work.
 17. If your employer wants you to work hours other than those designated, he or she must contact the Work Release department as far in advance as possible so verification and schedule adjustments can be made. You will work no more than **[5]** days a week, **[10]** hours a day.
 18. You are **NOT** allowed to work **OVERTIME** at anytime. Any work related meetings must be during your regular work day schedule.
 19. If you are approved for the Work Release program the Work Release department will determine the travel time necessary too enable you to proceed to your place of employment, complete your day's work and return directly back to the jail.
 20. You will be allowed to list up to three persons providing your transportation. They will need to show proof of and provide a copy of a **Valid Driver's License** and **Auto Insurance** and sign the **Transportation Guidelines** prior to you going out to work. You will only be allowed to have three people on your transportation list at any give time. The three people providing your transportation are:
Note: this paperwork must be provided prior to your application being submitted to the ICC.
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21. At the end of the workday you must return to the jail in the least amount of time possible. If you are released from your employment early, or you do not work because of bad weather, you are to return directly to the jail. If your employer or approved transportation can not return you to the jail, you will have your employer contact the jail and have arrangements made for your return.
22. If you fail to return at the proper time and you do not contact the jail by telephone, you will be noted as an escapee. A warrant will be sworn for your arrest and you will be prosecuted.
23. You must be supervised **AT ALL TIMES.**
24. You **WILL NOT** leave your job site for any reason.
25. If your job site should move for any reason your employer must make notification to the Work Release department prior to you moving to the new job site. Failure to make notification could subject you to removal from the Work Release program.

26. The Albemarle-Charlottesville-Nelson Regional Jail is released from all responsibility for any and all injuries incurred by you while you are on your job or while you are on your way to and from your job. Your employer must agree to cover you under applicable workman's compensation and social security laws.
27. You **ARE NOT** permitted to drink, purchase, accept, physically use, have in your possession or cause to be brought into the jail any intoxicating liquor, including beer or wine, or narcotic or hallucinogenic drugs. This includes all illegal drugs and controlled substances.
28. You will not be allowed to consume any substance, which could cause a false reading on a drug and alcohol urinalysis or alcohol sensor test. These would include but are not limited too: poppy seeds and cough medicines with alcohol as an ingredient. If you have any questions concerning what substances might cause a false reading on a urinalysis or alcohol sensor test please ask your Work Release Counselor. **IGNORANCE IS NO EXCUSE.**
29. I agree not to take any medication, to include over the counter medications, without prior notification of Regional jail staff and **DOCUMENTED** Doctors authorization.
30. I understand that I am not to use any **TELEPHONE** while at work. I further understand that I am not to use or have in my possession at anytime a **CELLPHONE.**
31. I understand that if my job consists of the use of a computer, I am to have permission for specific tasks on that computer from the Work Release Coordinator and that I am only to utilize a computer for work purposes i.e. typing/printing documents. I shall not use my place of employment to conduct personal business such as checking email, surfing the internet, engaging in any online programs/schools or making any unauthorized contact or business transactions.
32. I understand that if I am issued a locker or personal space by my employer to store work related equipment, that prior to using this locker/personal space, I will notify the Work Release Department and provide the locker number, location and combination. Key locks are NOT to be used. I also understand that the locker or personal space is to be used only for its intended purpose and anything else will be considered contraband and handled accordingly. I further understand that misuse of this locker may result in my removal from the Work Release Program.
33. I understand that I am not to have in my possession any cigarettes, Tobacco products, e-cigarettes, vapes (including accessories), lighters and / or matches of any kind.
34. Unauthorized visits are prohibited. You will not visit friends or relatives or have them visit you while away from the facility or on the job. All visits will be restricted to the facility during your scheduled visiting hours.
35. I agree to notify jail staff of any contact I may have with Law Enforcement Officers. I also agree to notify the Work Release Department of any future court dates that may arise.
36. You are not to associate with inmates of the opposite sex in anyway.

37. You are not to bring anything in or out of this jail, or exchange any contraband, which includes mail or messages. Contraband is anything you are not allowed to have in your possession in accordance with the jail rules and regulations
38. An officer will strip search you each day after you return from work, before you will be allowed to enter your housing area.
39. You are prohibited from participating in any "Walk-off, labor disputes or strikes" while on the program. If your place of employment is involved in any of these you will not be allowed to work during this period and we will help you find other suitable employment if requested.
40. The Work Release department will make periodic checks on your whereabouts and also check with your employer about your work status and progress.
41. You will notify the Work Release department prior to making any changes in your employment. The Work Release department must authorize all changes in employment.
42. You are to accept only emergency medical attention and any medical bills incurred are your financial responsibility.
43. You will be allowed to make outside Medical and Dental appointments with local medical and dental facilities. All request for outside Medical and Dental care must first be authorized and than verified by jail medical staff. Once authorization and verification of the appointment has been made, notification and clearance will be given by the Work Release department for the appointment. You will be responsible for transportation to these appointments and all medical bills incurred are your financial responsibility.
44. All Medical and Dental appointments must be scheduled during my regular work day schedule
45. You must conduct yourself in a respectable manner during your release from confinement, obeying all federal, state, local and municipal laws and ordinances of the community in which you are employed.
46. You are prohibited from entering into any contract, engage in business, borrow money, possessing property, incurring debts, or opening charge accounts without prior approval from the Work Release Counselor.
- 47. You are required to be in jail issued clothing at all times while in the jail and not waiting to go out to work. You may only be in work clothes 30 minutes before you leave for work and no more than 30 minutes after you return.**
48. You will remain in appropriate attire at all times while in the jail including while sleeping.

49. You must provide all necessary equipment, materials and clothing for your employment. All of your items for work must be kept at your place of employment or with your transportation, these items **CAN NOT** be kept at the jail. You will only be allowed to bring in your wallet, keys, watch, \$40.00 dollars per week and your paycheck. These items, less your paycheck, will be stored for you until you go back out to work the next day.
50. You will be allowed to bring into the jail and have in your possession, **at your initial book-in or upon approval of Work Release staff**, five [5] sets of work clothing i.e. shirts, pants, [**NO** sleeveless shirts], two [2] pairs of footwear i.e. Tennis shoes, work shoes, boots]. Five sets of underclothing i.e. underwear, T-shirt, wireless bras, socks and one [1] belt. All clothing must be free of any defects i.e. holes, slits, dirt etc. Skirts, dresses, shorts or cutoffs of any kind are not allowed. All clothing must be maintained here at the jail and you are not allowed to take anything out or bring anything back into the jail **AT ANY TIME**.
51. You will be housed in a Work Release Center cellblock and you are responsible for keeping your bunk, personal property and cell neat and orderly at all times.
52. You will be issued a Work Release identification badge, which must be carried and visible on you at all times while in the jail. Upon your release or removal from the program, **you must** return your ID badge, failure to do so will result in a **\$5.00 charge**.
53. The Work Release department will be available for consultation if you need help in solving any of your problems.
54. If you do not have a job and are approved Work Release status you will be required to participate in the Inmate Work Force program, while the Work Release department attempts to locate employment for you. If you do not participate or are removed from the Work Force program for any reason you will be removed from Work Release status.
55. You agree to participate in any program deemed appropriate and necessary by the Work Release department.
56. You are prohibited from having in your possession or causing to be in your possession any firearm or illegal weapon either on your person, property, transportation or job site.
57. You agree to allow the search of your person, property, transportation or job site at any time as deemed necessary by Work Release or jail staff.
58. The Work Release Department, Classification Department, or Administration of this jail, reserves the right to remove any inmate from a Jail sponsored program they feel is not complying with the rules and regulations of the facility or said program.
59. **INMATES DUE PROCESS RIGHTS**- I understand that in the event I receive a Major Institutional Rule Violation that I am entitled to an impartial Committee Hearing as outlined in the Hearing and Appeals section of the Inmate Handbook. I also understand that I have the right to appeal any finding of guilt to the Superintendent or Designee.

60. I understand that if I receive a Minor rule violation I am entitled to an impartial hearing by a Watch Commander or Hearings Officer and I have the right to appeal any finding of guilt to the Deputy Superintendent or Designee.
61. I understand that failure to follow the established program Rules and Regulations and/or Institutional Rules and Regulations will subject me to removal from my current program status. If I fail to abide by these Rules and Regulations, I understand that I can either be charged with a Major Institutional Rule Violation and/or a recommendation will be submitted to the [ICC] Institutional Classification Committee for my removal from my current program status.
62. I understand that I have the right to appeal any decision of the I.C.C. to the Superintendent in writing within two [2] working days of the I.C.C. decision.
63. I understand that if I am removed from the Work Release program, due to a program violation, disciplinary reason, unsatisfactory work performance or any other reason, I will be ineligible for (Outside Jail Clearance, "A" custody) status for a period of 90 days from the date of my last conviction.
64. I understand that I will be ineligible for consideration for (Inside Jail Clearance, Trusty, "B" custody) status for ninety (90) days after my removal from a Jail program.
65. I understand that all decisions made by the Superintendent are final.
66. Other conditions as set by Court order:

I have read or had read to me and fully understand the rules and regulations of the work release program. I realize that if I do not abide by them, it will result in my removal from the program and possible punitive and legal action may be taken. I have received a copy of these rules and regulations for my personal reference. All rules and regulations of the program are subject to change at any time and you are expected to comply.

 Printed Name of Applicant

 Date

 Signature of Applicant

 Date

 Signature of Work Release Department

 Date