Employing Young Offenders

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Summary
This report puts forward proposals with regard to the establishment of a work placement programme for the employing of young offenders in the London Fire Brigade (LFB) through the Young Offender Programme and addresses the protocols and procedures that will be put in place to facilitate this initiative in order to ensure the effective discharging of this work reference. The employment of young offenders will be permanent appointments to the LFB.

Contact has already been made (paragraphs 7 - 11 refer) with the National Grid which leads on the young offender programme and the Young Offenders Institute in Reading, to establish the process by which young offender placements can be facilitated in the LFB. The targeted group for young offender work placements will be the 18 – 21 year age group.

Officers will report back in due course with the detail on how the scheme will work in practice.

Recommendation
That the Human Resources, Equalities and Health and Safety (HREHS) Panel recommend that the LFB should, through the Young Offender Programme employ young offenders on a permanent basis, working in partnership with National Grid, to ensure the safe and effective discharging of this work reference.
Background
1. The skills and employment strategy for London set out a blueprint for the changes required to improve employment skills for Londoners and London Employers over the period 2008 – 2013. One of the strategies outlined was the provision of employment opportunities for young offenders from within the Greater London Authority (GLA) group.

2. To this end, it was determined that the GLA group would establish a work experience programme for ex-offenders which would aim to provide at least 50 work placements per year, across the group. This paper focuses on this objective in so far as it affects the LFB and its contribution to helping young offenders to settle back into society following their release from prison.

Authority’s Strategic Objectives
3. In line with the LFB’s strategic objectives, all staff deliver a high quality of service in respect of all the services it delivers with due regard to the principles of equality and fairness. Accordingly, this initiative in providing young offenders with employment opportunities and thereby contributing to their rehabilitation back into society will provide for the further reinforcing of the LFB’ commitment to fairness, diversity and equality of opportunity for all.

Introduction
4. Against the background of increasing concern about crime and re-offending, it is believed that employers have a key role to play and a stakeholder interest in finding ways of contributing to the rehabilitation of offenders. The Government has defined one of its main objectives in rehabilitating offenders as being to reduce re-offending and the Social Exclusion Unit report in 2002 pointed out that the best way of reducing re-offending was to ensure that prisoners on their release, have the ability to get into work, have a home to go to and in the main, have a structured life style that they could identify with and follow.

5. Given the Government’s commitment and the GLA’s initiative proposing that the GLA group establish a work experience placement for young offenders, this report puts forward proposals that demonstrates the LFB’s willing to contribute to this initiative. To this end, the LFB’s liaison with the National Grid and the Young Offenders Institute in Reading will play a key role in helping to move this initiative towards the desired goal. Also identified, as a supply route for providing young offenders with likely employment with the LFB, is the Rochester prison.

Policy Statement
6. The LFB is committed to equality of opportunity for all job applicants and aims to select people for employment on the basis of their individual skills, abilities, experience, knowledge and where appropriate, qualifications and training. Having a criminal record will not necessarily preclude an individual from working for the LFB. This will depend on the nature of the position and the circumstances and background of the offence(s).

National Grid
7. The Young Offender Programme, led by National Grid, is a training and recruitment programme focussed on the rehabilitation of offenders. It works with prisoners coming towards the end of their sentences, providing training and sustainable employment on release. The programme manages to keep the reoffending rate for participants to around 7% - substantially less than the national average of around 70%. A fundamental factor in the success of the National Grid programme is the achievement of this “seamless transition” from prison to work. Given that the training begins before the offender is released, he/she has several months to get used to the routine of going to work. Over the programme’s life, National Grid has developed a deep knowledge of how to manage the recruitment, training and employment process.

8. The team (National Grid) is well aware of the kinds of issues that can arise and how these can be managed. It is therefore well placed to provide intensive support to the LFB. National Grid will help to target the right candidates and would be fully involved with the selection and interview process. National Grid’s mentors
would also provide support to the LFB programme participants, both on a personal level and through assisting with practical issues such as finding accommodation, getting passports and accessing benefits. This intensive support would continue as the LFB takes on its first few candidates and during that time National Grid seeks to transfer its knowledge and expertise as quickly as possible. Once the LFB is comfortable with the programme, National Grid will be able to hand over the management of the process, but will always be able to provide support and information as needed.

**The Young Offenders Institute - Reading**

9. The Young Offenders Institute (YOI) in Reading was set up in 1992 as a Remand Centre and Offenders Institution holding prisoners between the ages of 18 and 21 years. The Kennet Unit of the YOI houses approximately 20 young offenders from all over the south of England who have proved themselves to be hard working, have completed all their identified offending behaviour courses and are able to use their initiative and work unsupervised. The Unit deals with all aspects of resettlement from accommodation, education, employment, preparing residents for driving tests (funded by the individual) and personal development.

10. Since the Unit’s inception, over 40,000 temporary licences have been issued for the purpose of employment, work experience, community projects, college courses, interviews, town visits, home leave etc: All the prisoners in the Unit are very heavily vetted by the Unit before they are allowed to work outside the prison and the Unit work closely with an employer/Borough etc: in order to minimise any problems associated with a placement. Some of the YOI’s community projects to date include: the Age Concern charity shop, Christian Community Action charity shop, Reading Borough Council, Duke of Edinburg Award scheme, Prince’s Trust course, Adventure Dolphin Water Sports Centre, to name but a few.

11. The LFB proposes to work with the National Grid in securing suitable candidates for work placements in the LFB via two identified supply routes namely, the YOI in Reading and Rochester prison.

**Terms and Conditions of Placement**

12. The LFB will offer the successful candidate a contract of employment where the placement will, in the main, be office based. As already stated, the appointment will be on a permanent basis subject to the satisfactory performance, attendance, timekeeping and behaviour of the individual. In keeping with the LFB’s extant recruitment policies/procedures and in order to ensure consistency and equality of treatment for all Authority appointees, it is proposed that the LFB’s standard six month probationary period will be applied to Young Offender appointments.

13. The successful candidate(s) will, in the main, be appointed at the FRS A grade, unless Departmental Managers identify suitable vacancies at FRS B level. The appointee(s) will be entitled to paid annual leave in accordance with the FRs leave entitlements and the eligibility to paid sick leave will be conditional upon compliance of the LFB’s sick pay provisions, applicable to all staff, regarding the notification of sickness absence and where appropriate, the providing of self/medical certificates.

14. Once in the LFB’s employ, the appointee(s) will have a designated manager assigned to him/her in the work place who will be responsible for him/her in terms of work allocation, on the job training, monitoring time keeping, conduct, performance and in general, all matters associated with the line management function. If for any reason the designated manager is unable to attend for work or away from the office, it will be incumbent on the department/section to identify an appropriate manager to fulfil the role as detailed. It is recommended that the management role in these circumstances is not less than at FRS E/Group Manager level.

**The Role of the Young Offenders Institute Reading**

15. The successful candidate(s) for employment will be released on what is termed a Resettlement Day Release (RDR) to undertake the placement. The RDR licence will specify the time, location and purpose of
the release. The terms of the RDR licence can only be varied on the authority of the prison Governor. A copy of this RDR licence will be given to the employer and the appointee(s) by the YOI Reading at the start of the placement.

16. The YOI expects the appointee(s) to fully comply with the terms of the RDR licence as any breach of the terms will lead to disciplinary action and the cancellation of the placement. The YOI also expects the appointee(s) to fully comply with all reasonable instructions by the employer and any of the employer’s designated employees, who have responsibility for him/her, in particular, that relating to timekeeping, performance and general conduct.

17. The employee(s) agrees to the disclosure of previous convictions, not prohibited by the Rehabilitation of Offenders Act, to specified persons within the employing organisation for use solely by the employer in the management of the placement, including checks on behaviour, by officers authorised to act on behalf of the YOI Reading. The information provided in confidence, will not be divulged by the employer to a third party and the employer must comply with the provisions of the Data Protection Act (DPA) 1998.

18. The YOI will be responsible for the funding of the individual’s travel costs to and from work during the placement, usually by way of the issuing of a travel warrant. They will also, either provide a packed lunch or money for the purchase of a lunch. The YOI will inform the employer of the individual’s inability to attend for work in the event of illness or other reason and will also take responsibility for the provision of the requisite self/medical certificates in respect of any sickness absence.

19. Any arrangements entered into, between the LFB and YOI in Reading will be covered by a formal agreement along the lines of that attached at Appendix 1.

**Funding**

20. The funding of the young offender placements will be borne by existing budgetary provisions and by the department(s) receiving the placement. This is one of the priorities set out in the Mayor’s budget guidance for 2010/2011 and is one whereby each functional body provides significant support to the Mayor’s ‘Time for Action’ programme in order to prevent violence and improve opportunities for young people.

**Conclusion**

21. This report aims to state the organisation’s intent and commitment in contributing to the rehabilitation of young offenders in providing them with an opportunity to acquire a skills set which will encompass the acquiring of knowledge, experience, organisational and inter personal skills, honesty, reliability and social responsibility. It is envisaged that all of these elements will provide for a better, meaningful and structured life style, together with a positive outlook in terms of employment prospects for the individual, following his/her release from prison.

22. It is worth noting that a separate report proposing a formal work experience policy for the LFB is being put forward supporting and targeting not just school children aged 14 – 16, but also young adults in the 18 – 25 year old age group. The detail of these proposals will be presented to the HRE&HS panel at its next meeting.

23. These initiatives will reinforce the principles of diversity in the workplace and will enable other employees in the organisation to see the values by which the LFB conducts its business.

**Head of Legal and Democratic Services Comments**

24. This proposal is consistent with the Equality Bill, which proposes to introduce a duty for specified public authorities to tackle socio-economic disadvantage.

25. The proposals for selection are also consistent with s.7 Local Government and Housing Act 1989, which require all appointments to paid employment be made on merit.
Head of Finance Comments
26. It is intended that the placement will be held against an existing vacancy and therefore the cost will be contained within existing budgets.

Environmental Implications
27. There are no environmental implications associated with this initiative. However, it does support the economic sustainability and equalities and social inclusion strands of the draft sustainable development framework.

Consultations Undertaken
28. Initial discussion with the GMB and UNISON took place in the Joint Committee for Support Staff on 28 July 2009 when the proposal to employ Young Offenders in the LFB was presented to them. The staff side are pleased that the Authority is playing its part in this initiative.

Equalities Implications
29. The proposal provides an opportunity for the LFB as part of the GLA group, to contribute to improving the life chances of a young person who has committed an offence.

30. There is considerable evidence to suggest that a major contributor to the chances of re-offending is not being able to secure employment and by implication, not being subject to the influence of positive role models. Employment with the fire service will provide good employment with the opportunity of progression and the influence of a diverse range of positive role models.

31. Young people are currently under represented in the workforce with no staff employed under the age of 19 years. Initiatives such as apprenticeships and youth placements that target the employment of under 19’s should be developed.

List of Appendices to this report:
32. Appendix 1 – ‘Memorandum of Understanding/Undertaking’.

APPENDIX 1

HMP & YOI READING

MEMORANDUM OF UNDERSTANDING/UNDERTAKING
INTRODUCTION

1. The purpose of this Memorandum of Understanding is to ensure that all those who are party to it (the Prisoner, the Employer and the Establishment) are aware of and understand the arrangements under which the placement will take place.

Nothing in this memorandum should be taken to prevent the employer entering into a written contract with the prisoner.

THE PRISONER

2. is reminded that:

   i- as a serving prisoner, he will be subject to Prison Rules throughout the duration of the placement.

   ii- He will be released on Resettlement Day Release (RDR) to undertake the placement. The RDR Licence will specify the time, location and purpose of the release. The terms of the RDR licence can only be varied on the authority of the Governor.

   iii- A copy of the RDR licence will be given to the employer & the prisoner by the establishment at the start of the placement.

   iv- The prisoner named above must comply fully with the terms of the RDR licence. Any breach of the terms of the RDR licence may lead to disciplinary and the cancellation of the placement.

   v- The prisoner must comply fully with the reasonable instructions of the employer (and any of the employer’s employees who have responsibility for him/her) particularly in relation to timekeeping, performance and general conduct.

4. agrees to the disclosure of previous convictions, that prohibited by the Rehabilitation of Offenders Act, to specified persons within the management of the placement, including checks on behaviour by persons authorised to act on behalf of HMP & YOI Reading (See paragraphs 5vii and 9iv below)
THE EMPLOYER

5. is reminded that:

   i. It will confirm that it complies with all relevant health & safety, equal opportunities legislation and will make available certificates of insurance and certificates relating to safe working practices for inspection by HMP & YOI Reading.

   ii. It will monitor the timekeeping, performance and general conduct of

   and will provide HMP & YOI Reading with reports at intervals of 4 weeks

   or as required.

   iii. In accordance with Prison Service Standards for Release on Temporary Licence, it will facilitate a system of unannounced visits by staff from HMP & YOI Reading to check on adherence to the terms and conditions of their temporary release.

   iv. It will participate in meeting a minimum of bi monthly with HMP & YOI Reading to review the progress of the placement.

   v. In the event of any breach or suspected breach of the terms of his RDR licence by or any breach of the Employers own rules governing the conduct of its employees, will inform HMP & YOI Reading immediately.

   vi. It will not ask to do or not to do anything which might constitute a breach of any condition(s) of his RDR licence.

   vii. It must not divulge to a third party or parties any information about

   , including details of his criminal record, which has been provided in confidence by HMP & YOI Reading. In particular, it must comply with in all respects with the provision of the Data Protection Act 1998. The two organisations will agree in writing the names/ positions of

   Staff who will have access to confidential information about

   Who must in turn have a copy of these details.

6. certifies that serving prisoners do not constitute a majority of its workforce and that its business is not dependant on prison labour.

7. Confirms that it will apply to
the same terms and conditions of employment as apply to other employees, including those in relation to pay, holidays, sickness and other benefits, pensions, deductions for tax and national insurance, grievance and disciplinary rules and procedures and notice periods.

8. In particular, [Name of prisoner] confirms that

will be paid at or above the minimum wage. Will be paid weekly/monthly on day/date.

Payment will be in cash/cheque/directly into his bank account.

The rate of pay is

\[
\begin{align*}
\text{Per hour} \\
\text{Per week} \\
\text{Per month} \\
\text{Per annum}
\end{align*}
\]

The following piecework / bonus system is in place and will apply/not apply to the prisoner employed at

THE ESTABLISHMENT

9. HMP & YOI Reading is reminded that it will:

i. Risk assess in relation to the nature of the placement before RDR can be approved.

ii. Monitor compliance with the terms and conditions objectives of his RDR licence by means of site visits and telephone checks.

iii. Inform if RDR licence is suspended or withdrawn. This information will be provided as soon as possible and in the case of suspension, information on the reinstatement of the RDR licence will be supplied.

iv. Provide information on criminal record to

In confidence.
GENERAL

10. will commence his placement at hrs on

11. His hours of attendances will be

12. His supervisor will be

13. His main duties will be

And he will receive appropriate training before undertaking these tasks.

14. No special clothing/equipment will be required
   The following special clothing/equipment will be required.

   Item                      Supplied by

15. In the event of a dispute about the terms of this Memorandum of Understanding any resolution or variation of the terms must involve all those who are a party to it.

16. The placement defined by this Memorandum of Understanding is may be terminated at any time by anyone who is a party to it.

17. For the avoidance of doubt, nothing in this Memorandum of Understanding shall create or shall be deemed to create a contract of service, a contract of services or a partnership between any of the parties hereto, nor any rights or obligations that are legally enforceable

CONTACT POINTS

18. For the Establishment HMP & YOI Reading
name
position
telephone number -0118 908 5000
e mail address –

19 for the employer

name
position
telephone number
e mail address

signatories to the agreement

20 for the establishment hmp & yoi reading:
signature
name
position
date

21 for the employer

signature
name
position
date
22. Prisoner:

Signature

Name

Date