

## PFCC Volunteer Policy

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## 1. About the PFCC

Police and Crime Commissioners (PCCs) were elected for the third time on Thursday 6<sup>th</sup> May 2021 in 39 force areas across England and Wales. In October 2017 the then Essex PCC took on responsibility for the governance of the Essex County Fire and Rescue Service, becoming the first Police, Fire and Crime Commissioner (PFCC) in England and Wales.

The PFCC is publicly elected to hold the Chief Constable and Chief Fire Officer and the local police force and fire and rescue service to account; effectively making the police and fire and rescue services answerable to the communities they serve. The PFCC also ensures community needs are met as effectively as possible and works to improve local relationships through building confidence and restoring trust. They work in partnership across a range of agencies at a local and national level to ensure there is a unified approach to preventing and reducing crime. They bring together community safety and criminal justice partners, to make sure local priorities are joined up.

The PFCC is legally responsible for securing an efficient and effective police force and fire and rescue service for their area. They also appoint the Chief Constable and Chief Fire Officer, hold them to account for operational delivery, and if necessary, have the power to dismiss or remove them. The PFCC also sets the police, fire and crime objectives for their area through a Police and Crime Plan and a Fire and Rescue Plan. They also set the budgets for Essex Police and the Essex County Fire and Rescue Service, determine the local policing and fire and rescue precepts, and contribute to the national and international policing capabilities set out by the Home Secretary.

The Police and Crime Plan identifies volunteering as one of the main building blocks for success for the Police, Fire and Crime Commissioner for Essex (PFCC). The PFCC would like the police to be a part of local communities and local communities to be a part of the police by encouraging more people to play an active role within their communities.

## 2. Summary of Changes

- Minor linguistic and grammatical amendments throughout.
- Section 1 - Now includes reference to the Essex County Fire and Rescue Service.
- Section 5.1 - Removal of reference to the Restorative Services Quality Mark as this accreditation no longer exists.
- Section 4.2 - Updates to the expectations and processes relating to volunteers within the ICV scheme (including number of visits to be undertaken per month).
- Sections 4.2 and 4.3 – Updates on staff member responsibilities following corporate restructuring.
- Section 5 - Added exclusion criteria for applicants for to the Independent Custody Visiting (ICV) Scheme and Animal Welfare Scheme (AWS).
- Section 6 – Vetting levels updated for all schemes to reflect changes.
- Section 7.2 – Now includes probationary processes for ICV volunteers.

- Section 7.3 - Now includes reference to the role of the Dogs Trust.
- Section 8.1 - Amended to reflect the process for accessing the Trauma Risk Incident Management (TRiM) protocol for all schemes.
- Section 11 - Clarity added regarding ID badges and the requirement for equipment to be returned in person.
- Section 16 - Complaints procedure updated to reflect the corporate policy.
- Section 17 - Resignation, termination, misconduct and appeal procedures reviewed and updated.
- Policy author amended to reflect the fact that this policy is now jointly owned.
- Appendix A – Updated with a revised Volunteer Agreement.
- Appendix B – Updated with a revised ICV Memorandum of Understanding.

### 3. Purpose of our Volunteer Policy

This policy provides guidance for those volunteering on behalf of the PFCC, including in the Essex Restorative and Mediation Service (ERMS), the Animal Welfare Scheme (AWS), and the Independent Custody Visiting (ICV) Scheme. The aim of this policy is to provide a clear framework for those volunteering across the organisation. In particular it will:

- Provide a clear understanding of how volunteers and potential volunteers can add value to the work of the PFCC;
- Identify opportunities for volunteering within the organisation;
- Outline clear responsibilities and guidance for those employees who manage volunteers;
- Create consistency across volunteering schemes to ensure all who volunteer for the PFCC are treated equally and fairly, and
- allow volunteers to understand what can be expected from the PFCC as well as what is expected from them.

This policy applies to all volunteers engaged on behalf of the PFCC.

Volunteers are not employees and have no employment status except under health and safety legislation but are expected to conduct themselves in accordance with certain principles and procedures applicable to all who represent the PFCC in any form. These include, but are not limited to, the [PFCC's values](#), the [General Data Protection Regulation \(GDPR\)](#) and other data protection and information security legislation, security protocols, and [the Nolan principles of public life](#).

The participation of the volunteer does not create a contract of employment but volunteers will be required to sign a volunteer agreement or memorandum of understanding detailing the relationship between themselves and the PFCC. Either party may cancel the relationship at any time.

Any task undertaken by the PFCC's volunteer is intended to be additional or supplementary to work undertaken by paid employees and staff members of the PFCC. They should not be

used as pre-planned substitutes or alternatives to fill a role normally performed by full and part-time staff.

All PFCC employees are expected to interact positively and constructively with volunteers and vice-versa.

**Compliance with this policy is mandatory. Failure to comply with this policy may result in termination of the volunteering arrangement.**

**This policy was written in consultation with PFCC volunteers.**

## 4. Volunteering Roles within the PFCC

This policy defines the following roles currently available within the PFCC.

### 4.1. Essex Restorative and Mediation Service Volunteer Facilitator

The Essex Restorative and Mediation Service (ERMS) facilitates safe and effective communication between parties in conflict to encourage mutually agreed, positive outcomes for all involved. The ERMS works with criminal cases to allow victims of crime to explain the consequences to the offender and ask questions. The offender is encouraged to take responsibility for their behaviour and make amends. The ERMS also works with disputes (such as neighbour disputes) in order to help find a way for everyone to live peacefully. The process is voluntary and progresses at the pace of those involved.

Under the 2020 Victim's Code of Practice, every victim of crime has the right to receive information about Restorative Justice (RJ) and how they can take part in the process. The ERMS works with other agencies and organisations in order to reach every member of the Essex community and enable them access to RJ, including:

- Essex Police
- HM Prison and Probation Service
- Housing Associations
- Local Authorities
- HM Courts and Tribunals Service
- Victim Support
- Youth Offending Services
- Schools

The ERMS has a number of volunteers who are essential in the delivery of the Restorative and Mediation Service. The role includes meeting participants and, by facilitating a restorative approach, enables safe and effective communication to encourage mutually agreed, positive outcomes for all involved.

### 4.2. Independent Custody Visitor (ICV)

The Police Reform Act 2002 introduced the Independent Custody Visiting (ICV) scheme. Statutory responsibility for the local running of this scheme sits with the PFCC. The programme is designed to monitor the standards of police custody suites independently and

to safeguard the welfare of people detained within them. The scheme enables appointed volunteers to visit custody suites under the control of the Chief Constable at any time of the day or night, to check on the treatment of detainees, the conditions in which they are held, and that their rights and entitlements are being observed. It offers protection to both detainees and the police and provides reassurance to the wider public.

Independent Custody Visitors (ICVs) carry out a minimum of three visits to custody suites per month, and complete and submit a written report to the PFCC after each visit. Visits must be undertaken in pairs for health and safety reasons and generally last no more than an hour, although there are no specific rules regarding how long visits should take. It is important that ICVs are able to compare different custody suites and the standards within them, so ICVs visit more than one suite in their local geographical cluster and at varying times of the day and of the week wherever possible.

It is not the role of ICVs to investigate or become involved in any of the ongoing investigations which have resulted in the detention of a person. When ICVs attend police custody suites, they must remain impartial and look, listen and report on what is seen or said to them by detained people about their experience since arriving in custody. After each visit, a report provides a current picture of the custody suite, and any issues that the custody visitor has identified relating to the maintenance standards of the facility, and the rights and welfare of those detained in custody. Systems are in place to ensure that the output from visits is rapidly drawn to the attention of those in a position to respond accordingly. The PFCC is responsible for drawing together issues and identifying trends emerging from visits and addressing these with relevant police representatives. Regular reports shall be provided by the ICV Scheme Manager to the PFCC. The PFCC must have a regular and formal opportunity to raise concerns and issues with a designated senior officer with force-wide responsibilities. It will usually be appropriate for that officer to be of at least Assistant Chief Constable rank.

In May 2019, the Essex ICV scheme achieved a silver award through the Independent Custody Visiting Association's (ICVA's) Quality Assurance Framework (QAF).

#### **4.3. Animal Welfare Scheme Visitor**

The function of an Animal Welfare Scheme visitor is to protect working police dogs. The scheme is non-statutory and is delivered by volunteers from the local community. It provides Essex Police with an independent monitoring body that advises and makes recommendations about the care of animals. The scheme satisfies the public that the care and treatment of police dogs in Essex is humane, ethical and transparent and complies with the Animal Welfare Act 2006.

Visitors inspect the working conditions of the dogs and observe the conditions under which police dogs are trained, transported, deployed and cared for. Each police dog is to be inspected by an independent Animal Welfare Visitor at least once every six months. The visitor is required to complete a report of their findings and return it to the Scheme Manager for recording and following up as necessary.

## 5. Volunteer Recruitment, Selection and Appointment

The relevant Manager / Coordinator is responsible for overseeing volunteer recruitment for their volunteering scheme. Volunteers must be over 18 years of age and have a minimum of three years' UK residence supported by documentation. They should also be able to provide identification and proof of address and will be asked to declare any cautions or convictions as part of the recruitment process.

### Exclusion Criteria

<b>Scheme</b>	<b>Those excluded from applying</b>
Essex Restorative and Mediation Service	Applicants who currently serve as magistrates or police officers, including special constables
The Independent Custody Visiting Scheme	Applicants who are currently serving police officers, police or PFCC staff, special constables, Justices of the Peace and members of Police, (Fire) and Crime Panels.
The Animal Welfare Scheme	Applicants who are currently serving police officers

Applicants are required to complete an application form for their preferred position, which will be reviewed by the relevant Manager / Coordinator. Where applicants meet the required criteria, they will be invited for interview to assess their suitability for the role. The interview also serves to establish expectations and ask the candidate's preferences with regard to working time and geographical locations. Prior to an interview, applicants will be asked to bring a proof of identity and proof of address.

Successful completion of a vetting process is a pre-requisite for any volunteering role with the PFCC. Volunteers who are successful at interview are required to provide references for the last three years of employment / education which will be checked by the relevant Manager / Coordinator prior to commencement of their role.

## 6. Vetting

All applicants must successfully complete the vetting process prior to acceptance. Vetting will be carried out by the Corporate Vetting Unit (CVU) within Essex Police and applications will be verified via background security checks. A vetting request form will be completed by the relevant Manager / Coordinator, which will be submitted to Essex Police's CVU. Applicants will then receive a link to complete a vetting application form online.

Volunteers will be vetted to various levels, depending on the role:

- Essex Restorative and Mediation Service Facilitator – Non-Police Personnel Vetting (NPPV) level 2 - abbreviated.
- Independent Custody Visitor – NPPV level 2 - Full or NPPV level 3 (for Terrorism Act 2000 [TACT] ICVs)

- Animal Welfare Visitor – NPPV level 1

More information on the vetting process can be found on the [Essex Police Vetting FAQ website](#).

Once documents have been sent to vetting, all scanned and original documents held by the PFCC will be destroyed. The relevant Manager / Coordinator will receive notification of the outcome of the vetting (pass or fail). It is the responsibility of the applicant to monitor their emails for further enquiries and updates from the CVU. Unanswered requests for more information from the CVU are not chased up, and the PFCC will not have knowledge of these requests or the progress of a vetting application. Applicants who fail the vetting process will not be able to volunteer with the PFCC. Essex Police reserves the right not to disclose the reason for failing the vetting process.

All volunteers will be informed of the date of expiry of their vetting and will be asked to resubmit the necessary forms in good time when re-vetting is required. It is the responsibility of the volunteer to keep track of their vetting expiry date.

If vetting is completed successfully, candidates will be processed further and invited to complete an induction process including receiving an ID badge, being shown how to claim expenses and being allocated relevant equipment where needed.

## 7. Induction and Training

Successful applicants will be offered a place on the next available training course. Training is essential for all volunteering roles and will ensure that volunteers are familiar with what is expected from them as well as set guidance and procedures to follow when volunteering for the PFCC.

7.1. The **Essex Restorative and Mediation Service** requires applicants to complete a four-day in-house training course with a qualified Restorative Justice trainer before they can be given access to the case management system and be allocated cases. At the end of the training, applicants will be asked to sign a Facilitator Agreement (see Appendix A) which specifies the volunteer's role and responsibilities within the service. New facilitators will be paired with more experienced and skilled facilitators to guide them through the process and help them navigate the case management system.

7.2. **Independent Custody Visitors** are required to undertake a two-day training course hosted by the Scheme Manager. At the end of the training, applicants are asked to sign a Memorandum of Understanding (see Appendix B). ICVs always work in pairs and initially new volunteers will complete visits with more experienced ICVs. After a successful six-month probationary period, official sign-off and appointment for a further two and a half years is arranged. Following this period, reassessment occurs every three years.



7.3. **Animal Welfare Scheme Visitors** are required to complete one day in-house training provided by the Scheme Manager in partnership with the Essex Police Dog Unit and the Dogs Trust in accordance with DEFRA guidelines, the five categories being:

- The Need for a Suitable Environment
- The Need for a Suitable Diet
- The Need to be able to Exhibit Normal Behaviour Patterns
- The Need it has to be Housed With, or Apart from, Other Animals
- The Need to be Protected from Pain, Suffering, Injury and Disease.

At the end of the training, applicants will be asked to sign a Volunteer Agreement (see Appendix C).

## 8. Supervision, Support and Management

The relevant Manager / Coordinator will be responsible for the day-to-day management and support of volunteers. All volunteers will receive supervision, an annual appraisal and one-to-one support as required.

With their consent, and in line with the UK General Data Protection Regulation (UK GDPR), each volunteer will have a separate Human Resources (HR) file saved on the PFCC's shared drive, consisting of their application form, interview notes, volunteer agreements, memorandums of understanding, equipment agreements and next of kin information. This information is stored in restricted files on the Essex Police secure system. In addition, volunteers may be granted supervised access to their own HR file upon application. A record of training received will be placed on a separate spreadsheet along with any other external work completed by volunteers. Volunteer information will be kept on file for a maximum of 12 months following a volunteer leaving the service.

Each service / scheme will be responsible for its own volunteers' performance. Should a volunteer not be meeting the expectations of the service, or acting in a manner that might damage the reputation of the office, this will be addressed directly with the volunteer and a mutually agreed resolution and way forward will be decided where possible. Where appropriate, however, the PFCC may initiate a termination of the volunteer agreement. This is explained in more detail in section 17 of this policy.

### 8.1. **Trauma Risk Incident Management (TRiM) Access**

Due to the nature of the tasks that volunteers undertake, they are entitled to access the TRiM service provided by Essex Police. TRiM is a voluntary, peer to peer, non-clinical discussion. Volunteers can contact the TRiM Coordinator directly or via the PFCC. A TRiM assessment aims to identify if a volunteer is normalising events, or alternatively if they are displaying signs of needing additional support – which can be arranged if required.

## **8.2. Access to Essex Police's Occupational Health Team**

All PFCC volunteers are entitled to the same level of support as paid employees in relation to Welfare and Counselling. Volunteers can get in touch with the Essex Police Occupational Health Team either via phone or email who then will refer them to a relevant service. Please note that participants are entitled to up to six counselling sessions (though exceptions / extensions to this may be made at the discretion of the counsellor).

## **9. Recognition and Reward**

The PFCC acknowledges that all their volunteers demonstrate commitment and add value to the work they carry out. In order that PFCC volunteers are rewarded for their contributions, regular and varied training will be provided to upskill volunteers in their areas of volunteering, and in wider life skills. Volunteer events will also be organised, so that volunteers can network and socialise both with each other and with professionals within our own and partner organisations.

### **9.1. Benefits**

PFCC volunteers are able to apply for Essex Police Sports Association (EPSA) membership and are entitled to use the benefits of that membership. These benefits include discounted goods and services as well as invitations to events. The relevant Manager / Coordinator can send an application pack to those who are interested in becoming a member of EPSA.

## **10. Dress Code**

Volunteers will not be required to wear a uniform for any PFCC volunteering role but must wear their allocated ID badge at all times when on police premises. Smart / casual clothes will be appropriate for most activities. Should this not be applicable to specific events, volunteers will be notified well in advance.

## **11. Identification and Allocated Equipment**

Volunteers, once vetted, will be provided with an Essex Police ID card issued via Essex Police HQ's Photographic department. ERMS volunteers will also be issued with an additional ID badge with the ERMS service logo on it. Essex Police ID badges are to be worn at all times on police premises.

ICVs will also be issued with security (PAC) tags which give access to custody suites within the Essex Police estate.

Essex Restorative and Mediation Service volunteers will be issued with a mobile phone and, in some cases, a laptop, which should be used for activity relating to their volunteering role

only. Misuse of phones or other equipment will trigger a review, and possibly lead to the withdrawal of equipment or removal of a volunteer from the service.

All equipment given to volunteers (phones, laptops, PAC tags) should be signed for prior to allocation, confirming the volunteer's understanding that equipment must be used appropriately and only in the discharge of their volunteering responsibilities. Equipment remains the property of Essex Police at all times. Any Essex Police equipment should be returned in person only.

Volunteers will be provided with information and advice relating to safety and security, including relating to wearing their ID badges in public, unauthorised access to police buildings and the process to follow should their ID or PAC tags be lost or stolen. This will be included in their induction packs. Those who are issued with laptops will have additional training sessions to complete, as required by Essex Police.

The relevant Manager / Coordinator will ensure the return and destruction of security identification and the collection of the any allocated equipment when the volunteer leaves their role.

## 12. Expenses

The Police, Fire and Crime Commissioner has a duty to reimburse volunteers for reasonable expenses incurred in the normal undertaking of their voluntary role. Volunteers must provide a copy of receipts for expenses incurred to accompany each claim. Expense claims must be submitted using the appropriate form (see Appendix D). For each month, a separate claim form should be used. For example, if a claim spans June to August, then three claim forms should be submitted; one for June, one for July and one for August.

All claims are subject to review prior to approval. Only expenses incurred in the direct delivery of volunteer work can be claimed. Indirect costs such as childcare, pet-care, or travel other than to a place of volunteering activity will not be approved.

### Travel expenses

PFCC volunteers can claim reasonable travel expenses for travelling between their home and place of volunteering, including parking charges. Mileage expenses can be reclaimed with the provision of a VAT fuel receipt obtained in the same month as the claim. The mileage allowance is set based on HM Revenue and Customs (HMRC) rules on AMAPs ([Approved Mileage Allowance Payments](#)). The table below shows current rates at the time of writing this policy.

<i>Type</i>	<i>Amount</i>	<i>Additional Guidance</i>
Cars and vans	45p per mile	The volunteer must provide details of the purpose of the journey and the route taken so the claim can be checked using online tools such as Google Maps.
Motorcycles	25p per mile	
Bicycle	20p per mile	

Volunteers are responsible for ensuring that their driving licenses are valid and their car insurance policies include 'Business Use' where required by their insurer. It is the responsibility of the volunteer to check with their insurer whether business cover is required for the volunteering role. In addition, volunteers should ensure that they have declared an appropriate approximate annual mileage to their insurers to include their volunteering travel. More information can be found here <https://www.abi.org.uk/products-and-issues/choosing-the-right-insurance/motor-insurance/volunteer-drivers>

#### **12.1. Public transport**

The PFCC encourages the use of public transport where possible as this is usually the most environmentally friendly method of travel and very often the most cost and time effective method. Travel on public transport should be standard class unless the volunteer can provide evidence that an alternative is the cheapest reasonable option. Claims made for non-standard class travel without this additional information will not be reimbursed. Public transport includes journeys made by train, bus, tram and underground.

#### **12.2. Taxi journeys**

The PFCC does not reimburse for taxi journeys unless under exceptional circumstances, determined at the discretion of the relevant Manager / Coordinator.

#### **12.3. Vehicle Hire**

For round trips of over 70 miles, costs are likely to be cheaper using a hire car rather than claiming the force mileage rate. Hire vehicles may be considered when it is not possible to take public transport. The decision to hire a vehicle will be discussed and agreed under the Manager's discretion and the booking will be completed by the Essex Police Business Centre.

#### **12.4. Overnight accommodation**

In exceptional circumstances, volunteers can claim for an overnight stay where it is unreasonable to expect a return journey to be made on the same day. Any requirements for overnight stays will be discussed with volunteers and approved by the relevant Manager / Coordinator prior to the journey. The Essex Police Business Centre will arrange hotel booking and payment.

In addition to overnight accommodation, the PFCC will reimburse reasonable out of pocket subsistence expenses incurred by volunteers when it is necessary to stay away from home overnight. This is capped at £12 for dinner and cannot include alcohol. Receipts must accompany all claims.

## 12.5. Subsistence

When a volunteer's time of work exceeds four hours, they can claim expenses for food or drink purchased while volunteering up to a maximum of £5 per person. This is not an allowance, and the volunteer will need to provide receipts.

The PFCC can only pay subsistence claims for costs that have been incurred directly and wholly as a result of volunteering. Subsistence may cover drinks and food such as sandwiches, salads or hot meals.

Where it is deemed appropriate and reasonable to meet at a neutral venue such as a café or coffee shop, volunteers can purchase refreshments such as hot drinks for themselves and participants. Claims should be accompanied by a receipt and must not exceed £10 per meeting.

The PFCC will provide a light lunch / buffet dinner for any regular volunteers' meetings, including facilitator meetings, and the annual recognition event for all PFCC volunteers. The PFCC will not provide lunch / food for any internal or external training events.

## 12.6. Receipts

The PFCC will accept paper or electronic receipts and / or tickets for fuel, parking, travel or subsistence for the purpose of claiming expenses. In exceptional circumstances where receipts cannot be obtained or provided, bank or credit card statements demonstrating costs incurred may be considered at the discretion of the Essex Police Business Centre and the relevant Manager / Coordinator.

## 12.7. Submitting a Claim

Volunteers are required to claim all expenses within four months.

If claim forms are received by the Essex Police Business Centre before the 2<sup>nd</sup> of each month, reimbursement should occur in the next payroll run (usually on the 23<sup>rd</sup> of that month). If the expense form is received by the Business Centre after 2<sup>nd</sup> of the month, payment will be settled on the next payment run, normally the 23<sup>rd</sup> of the following month.

Forms that are incorrectly completed or unsigned will be returned to the volunteer for amendment and resubmission.

# 13. Records of Time Volunteered

An expectation of the hours volunteered is outlined in the Facilitator Agreement (for ERMS volunteers), Memorandum of Understanding (for ICVs) or Volunteer Agreement (for Animal Welfare Scheme volunteers). All volunteers should record the hours volunteered, as required by the relevant scheme.

### 13.1. Volunteering whilst on Benefits

PFCC volunteers are welcome to volunteer their time while they are receiving benefits, provided that they follow legal guidelines. Volunteers have the responsibility to notify the relevant authorities of their volunteering role.

## 14. Lone Working

Given the nature of the role, **Independent Custody Visitors** are not allowed to work alone. ICVs are required to write up a report after each visit which should be a true and unbiased reflection from two ICVs.

**Animal Welfare Scheme volunteers** are able to volunteer alone as they will be accompanied by a dog handler at all times.

**Essex Restorative and Mediation Service volunteer facilitators** must seek prior approval before working alone and must adhere to the ERMS lone working policy.

## 15. Absence from the Role

The PFCC understands that other commitments and circumstances may require volunteers to take a temporary absence from their volunteering role. Should the absence extend beyond three months, it is requested that volunteers inform the relevant Manager or Coordinator of any planned absence and hand back their Essex Police property (ID badge, mobile phone, laptop and / or PAC tag). Where there is an expectation that the volunteer may return, these items can be kept safe until the volunteer returns to their role.

Should the absence exceed 12 months, the volunteer will be contacted by the relevant Manager / Coordinator to discuss a planned return, which will include any required retraining to update them on changes, or to identify any support needs, before they return to the role. Where the volunteer is not ready to return to the role after a 12-month absence, they would need to officially end their volunteering role and reapply at such a time as they are in a position to re-join the service.

## 16. Complaints

### 16.1. Complaints made by volunteers

The PFCC hopes that each and every volunteer finds their volunteering experience rewarding and positive. If a volunteer feels that there is some element of the role that does not meet their expectations, the PFCC hopes that this can be addressed with the relevant Manager / Coordinator in the first instance.

Should this approach prove unable to resolve the issue and a volunteer wishes to make a formal complaint, they can do so in accordance with the PFCC's Complaints Policy, which can be found here: [PFCC-2022-Complaints-Expression-of-Dissatisfaction-Policy-v4.pdf](#).

Under this policy, a complaint is any expression of dissatisfaction with the Essex Police force, the PFCC or Deputy PFCC, the PFCC's policies / procedures or a member of the PFCC's staff that is expressed by, or on behalf of, a member of the public (including a volunteer) who has been adversely affected by the matter complained about. If the complaint is about an individual, the complainant must be a member of the public who:

- Claims to be the person in relation to whom the conduct took place,
- Claims to have been adversely affected by the conduct,
- Claims to have witnessed the conduct, or
- Is acting on behalf of someone who satisfies one of the above three criteria.

A complaint or expression of dissatisfaction can be made via the post, phone, email, or any other channel as long as it is clearly marked and understood as an expression of dissatisfaction. To make a complaint or expression of dissatisfaction, or to seek further information on these policies and procedures, volunteers can contact the PFCC's office via the details below:

Telephone: 01245 291600

Email: [pfcc@essex.police.uk](mailto:pfcc@essex.police.uk)

Post: Police, Fire and Crime Commissioner for Essex  
Kelvedon Park  
London Road  
Rivenhall  
Witham  
Essex  
CM8 3HB

Once a complaint has been made, the person assigned to handle the complaint will contact the volunteer to understand how they want the complaint to be handled, the outcome they are seeking and to gather any further information as required. The PFCC'S office will also make any reasonable adjustments as set out under the Equality Act 2010.

Throughout the handling process, the PFCC's office will keep the complainant and all other interested people (as defined within the Police Reform Act 2002), including the person who the complaint relates to, informed about the progress of the complaint handling through regular updates (at least every 28 days).

The Chief Executive and Monitoring Officer is the Appropriate Authority (AA) for complaints against all staff employed by the PFCC except the Deputy PFCC and themselves.

## **16.2 Complaints made about volunteers**

If a member of the public, professional from a partner organisation, or another volunteer wishes to make a complaint about a PFCC volunteer, they are able to do so under the conditions set in paragraph 16.1 above.

Complaints will be considered by the relevant Manager / Coordinator and overseen by the Chief Executive and Monitoring Officer who is the Appropriate Authority for complaints against volunteers.

## 17. Termination of Appointment, Misconduct and Appeal Procedure

### 17. Termination of appointment (volunteer led)

The Facilitator Agreement, Volunteer Agreement or Memorandum of Understanding can be terminated by a volunteer at any time.

The relevant Manager / Coordinator will offer an exit interview to any volunteer who decides to leave their role. This interview will be an opportunity to give feedback, and hand back any equipment given.

The relevant Manager / Coordinator will notify the Essex Police Vetting and IT department to update their records and close IT accounts (where applicable).

Any stored documents and data regarding the volunteer will be dealt with according to the relevant scheme's / service's data retention schedule and permanently deleted 12 months after the volunteer leaves their role.

#### 17.1 Termination of appointment (PFCC led)

Although the work is entirely voluntary, the Police, Fire and Crime Commissioner has the right to terminate the appointment of any volunteer whose conduct is not felt to be of the required standard. In the event of misconduct, the relevant Manager / Coordinator will consider whether it is appropriate to terminate the appointment of the PFCC volunteer. Misconduct will encompass matters such as misuse of equipment, conviction of a criminal offence or abuse of the voluntary position, for example by flouting PFCC guidelines and values.

Volunteers must notify the relevant Manager / Coordinator if they are arrested, cautioned, charged or summonsed with a criminal offence, or involved in a crime or incident solved by way of neighbourhood resolution. In the case of any offences committed within the Essex Police area, Essex Police may, upon request, notify details of the offence to the relevant Manager / Coordinator. In such circumstances, the relevant Manager / Coordinator or the PFCC's Chief Executive and Monitoring Officer may suspend the appointment of that volunteer until the outcome of any criminal proceedings is known. If the volunteer is subsequently found to be not guilty, they may be reinstated. In other cases, the relevant Manager / Coordinator or the PFCC's Chief Executive and Monitoring Officer will review the appointment of the volunteer with regards to the nature of the offence and any impact on their vetting status.



Should a volunteer fail their re-vetting, or otherwise have their vetting status revoked, the relevant Manager / Coordinator will receive notification. Essex Police reserves the right not to disclose the reason for failing the vetting process. Volunteers who fail re-vetting or have their vetting status revoked will no longer be able to volunteer for the PFCC.

In some circumstances, a volunteer may be able to appeal the decision. If that is the case, they will be notified of this in the correspondence from Essex Police's Corporate Vetting Unit.

### **17.3 Appeal Procedure**

Where a volunteer's appointment is terminated, the individual will have the right to appeal. The intention to appeal must be notified to the relevant Manager / Coordinator in writing, within 21 days following the notification of termination of appointment.

The appeal panel will consist of a PFCC Senior Management Team (SMT) member and two other PFCC staff members not involved in making the original decision, nominated by the PFCC's Chief Executive and Monitoring Officer.

The appeal panel will meet to consider the termination of appointment within 30 days following the notification of appeal. The volunteer will be notified in writing of the date, time and venue of the appeal hearing, and who will be chairing it, not less than seven working days prior to the appeal being considered and will be invited to submit a written statement or attend the meeting in person. A volunteer may, if they prefer, have a representative attend the appeal on their behalf. In this case, the volunteer must inform the Chair of the appeal panel of the name of their representative at least seven days prior to the appeal.

The decision of the appeal panel will be final. The PFCC's Chief Executive and Monitoring Officer, the Chair of the appeal hearing, and the relevant Manager / Coordinator will not enter into any further discussions or correspondence concerning the termination of appointment.

## **18. Equality, Diversity and Inclusion**

The PFCC is committed to leading an organisation that values equality, diversity and inclusion. It is important that this commitment is upheld by everyone working and volunteering for the PFCC.

The PFCC aims to reach out to, represent, and value our diverse communities across Essex. This will be reflected in the recruitment and support of our volunteers, through means such as using a variety of channels for advertising vacancies, being mindful of volunteers' backgrounds and offering appropriate support and flexibility.

We will be mindful of reflecting our diverse community within our volunteer teams and will monitor and record self-reported diversity information.

For detailed information on the PFCC's Equality, Diversity and Inclusion Strategy, please visit the PFCC's website at [Publications - Essex Police, Fire & Crime Commissioner \(pfcc.police.uk\)](https://publications-essex.police.uk/).

## 19. Insurance

All staff and volunteers are covered by the PFCC's public liability insurance.

As stated in section 12.1 of this policy, volunteers are responsible for ensuring that their car insurance policies include 'Business Use' if this is required by the insurer. Volunteers will be required to confirm this as part of their induction.

## 20. Confidentiality and Data Protection

The PFCC expects all volunteers to adhere to confidentiality guidelines and data protection policies which will be explained to them during their induction and ongoing training. This includes during the use of social media and any contact with the press.

## 21. Monitoring and Review

This policy will be subject to monitoring and review by the owner to ensure it remains accurate, fit for purpose, and compliant with both legislation and any other national / local drivers.

This policy will be subject to review in two years' time, or sooner if legislation, statutory guidance or best practice warrants this.

**Policy Author:** Katarzyna Grabka (Independent Custody and Animal Welfare Scheme Manager)

**Policy Owner:** Katarzyna Grabka (Independent Custody and Animal Welfare Scheme Manager) and Emma Goddard (Resorative and Mediation Service Manager)

**Policy review undertaken by:** Katarzyna Grabka and Emma Goddard, August 2023

**Date of next review:** August 2025

## 22. Appendices

Appendix A – Essex Restorative and Mediation Service Facilitator Agreement

# Essex Restorative and Mediation Service Facilitator Agreement

This Facilitator Agreement describes the arrangement between

\_\_\_\_\_ and the Essex Restorative and Mediation Service  
(insert your name)

***As a Restorative Facilitator, I agree to help meet the responsibilities of the Essex Restorative and Mediation Service as follows:***

1. Operate on restorative principles, by providing a constructive and supportive environment in which victims can relay the impact of offences committed against them and gain closure, offenders can take responsibility for their actions and make amends, and parties in a dispute can communicate effectively in order to agree a productive way forward.
2. Meet the commitment the role demands (as outlined on the next page) and ensure that reasonable notice is given of my inability to undertake the role for any period of time so that other arrangements can be made.
3. Follow the procedures and standards expected of the Essex Restorative and Mediation Service as explained in both initial and ongoing training, and as outlined in this and other policy documents.
4. Maintain the confidentiality of information received in the course of my work as a Restorative Facilitator, within safeguarding guidelines, and ensure that information relating to participants in the process is not disclosed to a third party without consent.
5. Treat all individuals participating in the process fairly and not discriminate on the basis of age, ethnic or racial origin, gender, sexual orientation, social background, religion, disability or any other irrelevant factor.
6. Attend supervision, training and support provided by the Essex Restorative and Mediation Service (as outlined on the next page).
7. Notify the Restorative and Mediation Service Manager or a Restorative Justice Coordinator of any relevant change of circumstances (e.g., if I am arrested by the police or change my address).

### **The Essex Restorative and Mediation Service agrees to:**

1. Provide a thorough induction on the work of the Essex Restorative and Mediation Service, the role of the Restorative and Mediation Service Manager and Restorative Justice Coordinators and the training needed to meet the responsibilities of the role.
2. Explain the standards and procedures expected of Restorative Facilitators and provide encouragement and support to achieve and maintain them.
3. Ensure you have access to support from a member of the Restorative and Mediation Service team throughout your cases, and that you receive supervision, appraisal reviews and one-to-one support as required.
4. Reimburse expenses incurred by Restorative Justice Facilitators following standard procedures.
5. Treat all Facilitators in accordance with Essex PFCC's equality, diversity and inclusion strategy.
6. Address any problems, complaints and difficulties raised by Restorative Justice Facilitators.

## **Commitment**

As a team, we are responsible for providing a professional service to vulnerable clients, during what can be a particularly challenging and distressing period of their life. As you might imagine, fulfilling the needs and expectations of our clients, referrers, and funders places a huge demand on the service. In order to reassure all concerned that the Restorative and Mediation Service can respond to these demands in a timely and consistent manner, and in order that appropriate levels of support can be maintained at all times, we ask each of our Facilitators to spend up to 18-20 hours on a case typically. This time may be spread over several weeks, possibly amounting to around 6 hours per week.

The total hours required of volunteers depends on the number of referrals received by the service. Work will be carried out at times to suit the volunteer and participants, therefore some evening and weekend work will probably be required.

In order to maintain your status as a Restorative Justice Facilitator, it is expected that you will:

- Participate in a one-to-one review and support session with the Restorative and Mediation Service Manager / a Restorative Justice Coordinator every 6 months and attend refresher training every 12 months.
- Agree to facilitate at least four cases per year.
- Notify us (and clients where applicable) of any period of absence or inactivity. If you are unable to carry out your role for a period of a month or more, we'd be grateful if you could contact us and request a 'stand-down' to ensure that no new cases are allocated to you. If you request a stand-down, it would be helpful to know the reason it is required and the date you expect to be in a position to resume your normal commitment. With your permission, we will stay in touch throughout the stand-down period to check how you are and provide

any support we might be able to offer you. If a stand-down period extends beyond three months, a meeting will be arranged with a Coordinator on your return, to establish your readiness to resume full duties, and to discuss any training and development needs that may have arisen as a result of your absence.

We request that you notify us of your intentions should you wish to leave the scheme and that you surrender your ID badge, mobile phone and any other applicable materials upon leaving, or upon any stand-down period which is expected to exceed 3 months.

Finally, we request that you attend at least one team meeting per year. It is also hoped that you will participate in our social activities throughout the year, to build relationships with colleagues and maintain the team identity.

**Please confirm your acceptance of the Facilitator Agreement by signing below:**

*Print name:*

*Date of Birth:*

*Signature:*

*Date:*

*This agreement is binding in honour only. It is not intended to be a legally binding contract between us and may be terminated at any time at the discretion of either party. Neither of us intends any employment relationship to be assumed or created by virtue of this agreement, either now or at any time in the future.*

## **INDEPENDENT CUSTODY VISITING SCHEME MEMORANDUM OF UNDERSTANDING**

On appointment, or reappointment, all Independent Custody Visitors are required to sign the Memorandum of Understanding which summarises their agreed responsibilities and the Police, Fire and Crime Commissioner's expectations of what is expected of each Custody Visitor.

The Police Fire and Crime Commissioner's Office may revise the Memorandum of Understanding from time to time as required.

### **1. APPOINTMENTS**

Appointments are subject to a six-month trial period (which may be extended if required). Subject to continuing satisfactory performance, suitability and successful re-assessment every three years, the Police, Fire and Commissioner's Office will appoint the Independent Custody Visitor.

### **2. SUPERVISIONS**

All Independent Custody Visitors are required to participate in the Annual Performance Review process undertaken by the Scheme Manager. The supervisions are held to monitor the performance of each Independent Custody Visitor and to assess their willingness and ability to continue. They are also a good opportunity to identify any training or development needs the ICV might wish to take part in.

### **3. CHANGE OF CIRCUMSTANCES**

You are required to notify the Coordinator or Scheme Manager of any change in circumstances which will affect your position as an Independent Custody Visitor e.g. if you are arrested and charged with a criminal offence, or become a magistrate, special constable, or police officer, or undertake any other work which may present you with a conflict of interest.

### **4. EXPENSES**

Your work as an Independent Custody Visitor is entirely voluntary but certain reasonably incurred expenses, including travel, may be claimed. Expense claims made on the appropriate form should be submitted monthly with necessary supporting receipts.

### **5. MISCONDUCT**

By signing this Memorandum of Understanding, you are agreeing to have regard to and abide by the standards and policies of the Police, Fire and Commissioner's Office and to adhere to the Code of Practice and National Standards for the duration of your appointment as an Independent Custody Visitor.

### **6. VISITING IN PAIRS**

You are required to make custody visits in pairs at all times. Police custody staff have been advised that they should not allow anyone who is unaccompanied to make a custody visit. You can only make a custody visit when accompanied by another accredited Independent Custody Visitor. No more than two people should make a custody visit together.

### **7. NUMBER OF VISITS**

The scheme requires that ICVs attend three visits per month on average but this may change dependent on changes made by the Police, Fire and Commissioner's Office, ICV availability, custody closures or if covering other team members.

## 8. MEETINGS AND TRAINING

The Independent Custody Visiting Panel meets an average of four times a year and members are required to attend at least one per year. Training dates will also be offered which team members are encouraged to attend.

## 9. IMPARTIALITY AND CONFIDENTIALITY

You must not involve yourself in individual cases or give advice to detainees. You must maintain the confidentiality and / or any personal details of both detainees and other Independent Custody Visitors.

## 10. DOCUMENTATION

You are required to complete a short report for every custody visit made (even when there is nobody in custody) and ensure this report has been scanned to the ICV inbox in your presence or handed over to custody staff with clear instruction for forwarding it to the ICV inbox at the earliest convenience whilst following ICV reporting and ICV completed report handing over procedures.

## 11. PERSONAL DETAILS

You are required to inform the Co-ordinator and Scheme Manager promptly of any change of address or contact details (email address and phone number). You also understand that being an ICV means that your contact details will be shared with the rest of the ICV team in order to arrange custody visits. By signing this form, you confirm you are happy for your contact details to be passed on to fellow ICVs as well as being part of the ICV Team WhatsApp group.

## 12. QUERIES

Queries on any aspect of the scheme should be made initially to the main ICV inbox on [ICV.Scheme@essex.police.uk](mailto:ICV.Scheme@essex.police.uk) (shared inbox) or to the Scheme Manager on [Katarzyna.grabka@essex.police.uk](mailto:Katarzyna.grabka@essex.police.uk)

## UNDERTAKING

In signing this Memorandum of Understanding I undertake to be bound by its terms and consent to be bound by the Office of the Police Fire and Crime Commissioner's Independent Custody Visiting Scheme Guidelines.

Name: \_\_\_\_\_ *(Block Capitals)*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **Animal Welfare Visitor Scheme Volunteer Agreement**

We appreciate your commitment to us and will do the best we can to make your volunteer experience with us enjoyable and rewarding. To make sure you have the best possible experience we have created this agreement which sets out our commitment to you and what we hope you can contribute.

This Volunteer Agreement describes the arrangement between our Volunteer Animal Welfare Visitors and the Police, Fire and Crime Commissioner in relation to the Animal Welfare Visitor Scheme.

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### **The Police, Fire and Crime Commissioner is committed to:**

- Giving you a great experience
- Being responsive to your requirements
- Providing you with an induction
- Providing support throughout your volunteer experience and helping you to develop your skills and your volunteering role with us
- Being flexible in relation to your volunteering hours, recognising your need for holiday time and other commitments
- Honouring the time commitment you have agreed to give us and not to expect more from you unless offered and agreed
- Providing training required to undertake the role including in accordance with our Health and Safety Policy
- Reimbursing agreed out-of-pocket expenses
- Providing adequate insurance to cover volunteers whilst undertaking volunteering approved and authorised by us
- Ensuring that all volunteers are treated fairly and in accordance with our Equality, Diversity and Inclusion Strategy
- Trying to resolve fairly any issues or difficulties you may have whilst you volunteer with us in accordance with the relevant policies



- Following up on any feedback or questions you may have regarding your involvement as a volunteer.

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**I, \_\_\_\_\_ agree to volunteer for the Police, Fire and Crime Commissioner, and am committed to:**

- Performing my volunteering role to the best of my ability.
- Working as agreed in my volunteer role description.
- Following the organisation's policies and procedures.
- Familiarising myself with the role and asking if I'm not sure about what to do to stay safe whilst volunteering.
- Maintaining the confidential information of the organisation.
- Meeting time and other commitments as agreed including attending agreed training or, when unable to do so, giving reasonable notice so that other arrangements can be made.
- Providing references in accordance with vetting requirements and advising of any change in my circumstances that might affect my vetting status, as and when required.
- Returning any loaned equipment when ending my volunteering or unable to volunteer for a prolonged period of time.

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This agreement is not intended to be a legally binding contract between us and may be stopped at any time by either party by written or verbal notification.

Signed: \_\_\_\_\_ [Volunteer Name]

Signed: \_\_\_\_\_ [Volunteer Manager Name]

Date:

Appendix D – Expenses Form (front and back page)



[NOT PROTECTIVELY MARKED]

**PFCC – Claim for Travel & Other Expenses**

Page of

Full Name (Printed)	Role (circle below)	Month of Claim:			Year:	
	Member	Employee No.	Vehicle Registration	Vehicle C.C.	Class Code	
	ICV Animal Welfare R/J Facilitators					

Day of month	Time	Reason for claim - include place and purpose and details of expense	Miles	Travelling £	Subsistence £	Other £
<b>Totals brought forward from continuation sheet</b>						
<b>Final Totals</b>						

**For Admin use only**  
[NOT PROTECTIVELY MARKED]

[NOT PROTECTIVELY MARKED]

Mileage Claims			Travel/Other Claims			
Cost Centre	Miles to be Paid	Cost Centre	Short Code Indicator	Amount Including VAT £		VAT Amount Only £

**Please note:**  
 In 'Class Code' please enter 'F' if claiming mileage at Force rate.  
 Travelling column is in respect of public/other transport expense (Do not double entry miles to be paid and amount of mileage calculated)  
 All claims for reimbursement of mileage expenses must be accompanied by a fuel VAT receipt valid for the month of the claim.  
 All claims must be submitted within two months, claims over two months should be accompanied by a note explaining delay.  
 All claims must be supported by a receipt.  
 Any personal data contained on this form may be held on computer files.

**Claim Submitter** – I certify that this is a true and correct claim and that additional expenditure has actually been incurred by me in respect of meals for which subsistence allowances are claimed. With regard to claims for mileage, I certify that I have the appropriate business use insurance for my vehicle and that my vehicle is legally roadworthy. I can also confirm that I have attached a VAT receipt for all such claims.

Signature .....	Date .....
Certification for Payment – In respect of the claims on this form, I certify that the journeys and expenses claimed have been authorised and necessarily incurred.	
Signature .....	Name (Printed) .....
Rank & Pin .....	Date .....
<b>Approved for Payment (Authorised Signatory Only)</b>	
Signature .....	Name (Printed) .....
Rank & Pin .....	Date .....

[NOT PROTECTIVELY MARKED]