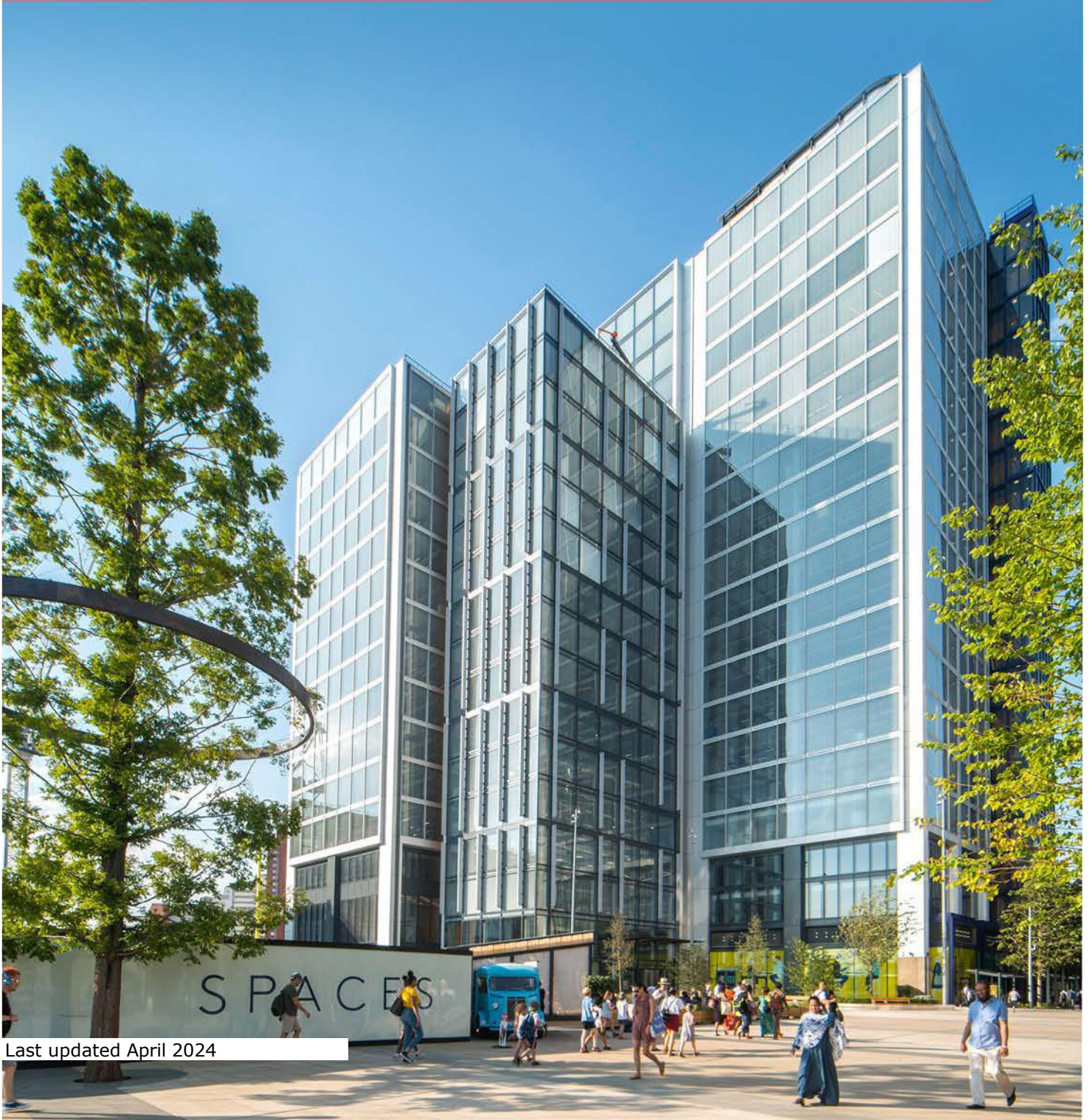


# Employee Handbook



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## Our values at the FCA

Our values support our [Mission](#) and reflect what's important to us.

We serve the public and our decisions directly affect the wellbeing of people, businesses and the UK economy. So our values matter. They represent the culture we aspire to every day, guiding our judgements, building trust and helping us to be at our best.

The FCA expects, that as an employee, you role model and uphold each value in everything you do - in delivering your work, your relationships with colleagues, and how you represent the FCA externally.



The infographic is set against a dark purple background with a yellow-to-orange gradient at the bottom. It features six value categories, each with a circular icon, a title, and a list of descriptive phrases. At the bottom right, there is a yellow line-art illustration of three people in professional attire.

- **Deliver in the public interest**
  - Resourceful – delivering the greatest public value for our money
  - Public first – putting the public's needs first
  - Informed – we always know what we're talking about when we talk about consumers and markets
- **Act with integrity**
  - Open and honest – we say exactly what we'll do – and then do it
  - Courageous – stand up for what is right not what is easy, even under pressure
  - Accountable – we take responsibility for our decisions and actions
- **Be ambitious**
  - Fast and fair – staying focused , keeping things simple and delivering at pace
  - Challenging – using our judgement to challenge and change the status quo
  - Forward thinking – actively anticipating and preparing for the future
- **Work inclusively**
  - Keep an open mind – always be objective and fair, put your preconceptions in a box
  - Get the full picture – actively seek the input of others with different experiences
  - Be a good colleague – being caring, helpful, supportive and challenging so we can all work at our best
- **Connect and deliver**
  - Forge productive links – create collaborative relationships across and outside the FCA
  - Join things up – seek ways to share knowledge and integrate work
  - Support and challenge – stay focused on our priorities and support each other when under pressure

There is more detail and guidance about our values on the [Intranet](#).

The Payment Systems Regulator has its own [statement of values](#) which FCA employees working for the PSR should refer to.

## About this handbook

This handbook is divided into 2 sections.

[Section 1](#) of the handbook sets out the main policies and procedures that you will need to know while working at the FCA. The policies and procedures in this section apply to all FCA employees, including those working for the Payment Systems Regulator (the 'PSR' is an independent economic regulator, which is a subsidiary of the FCA), and do not form part of the terms of your contract with us.

Some policies in section 1 apply both to employees and to everyone else who works at the FCA including contractors, consultants, agency workers and interns. These policies are the:

- Information and systems acceptable use policy
- Security and vetting policy
- Whistleblowing policy
- Equal opportunities and respect at work policy
- Trans inclusion policy
- Domestic abuse policy
- No smoking and vaping policy
- Health and safety policy

We reserve the right to make changes to policies and procedures, or to withdraw or replace them, from time to time. When we do this, we will discuss any changes with the Staff Consultative Committee as appropriate, and tell you about any changes via the Intranet.

Please take the time to read and understand this handbook, and ensure you are familiar with and comply with its policies and procedures. If you have any questions about these or what you have to do to comply with them please speak to your line manager and/or the HR Helpline.

All managers have a specific responsibility to operate according to the provisions in this handbook, ensure that employees understand the standards of behaviour we expect of them, and take action when behaviour falls below these standards. Managers have a specific responsibility to lead by example. They should also ensure that those they manage adhere to our policies and procedures and promote our aims and objectives with regard to equal opportunities and our values.

[Section 2](#) contains a General Statement of Terms and Conditions (the "General Statement") which **is** contractual.

The General Statement applies to all FCA employees, including those working for the PSR (employees working for the PSR have FCA contractual terms).

The General Statement includes some contractual terms from the previous edition of the handbook. No new terms have been added and no changes have been made to these terms. Employees who have joined the FCA at different times have different versions of the Personal Statement. Newer versions of the Personal Statement contain provisions which deal with the matters covered in the General Statement.

If there are any inconsistencies between your Personal Statement and the General Statement, the terms of your Personal Statement take precedence. However, if there is an inconsistency or conflict because a term or condition is missing from your Personal Statement, then the relevant term or condition in the General Statement will apply.

## SECTION 1 - NON CONTRACTUAL POLICIES

### 1. PROTECTING YOU, THE FCA AND THE FIRMS WE REGULATE



Our values **Deliver in the Public Interest** and **Act with Integrity** are about holding ourselves and others accountable to the highest standards of ethical behaviour. This means approaching difficult situations with an open mind, speaking openly, and raising concerns, even when it is difficult. We also place great importance on clarity, honesty and transparency, both when setting expectations and in communicating decisions. The policies in this section – many of which set expectations for the standards of conduct and behaviour at the FCA – are underpinned by these values.

#### 1.1 Conflict of Interests

This policy sets out the FCA and PSR's approach to managing Conflict of Interests for our employees, and details what action you need to take to ensure you comply. This policy applies in full to all those colleagues working in the FCA and PSR, whether as a permanent employee, contractor (on a fixed term contract), agency worker or as a secondee (if you are in a role at SLT level).

It also acts as a reference for Third Party Contingent Workers and all other secondees, as to the FCA and PSR's expectations on staff. Line managers of Third Party Contingent Workers and secondees need to consider how to ensure these obligations are fulfilled, ensuring accurate records are maintained. The [Line Managers Guide](#) gives more detail on how to fulfil this requirement.

##### 1.1.1 What is a Conflict of Interest?

1.1.1.1 A potential Conflict of Interest arises when it could be perceived that your actions could be influenced due to your relationships, your access to information, or your personal financial position.

The overall principles of this policy are that you should:

- (i) Always act with honesty and integrity;
- (ii) Be open about the relationships and personal interests that could be seen as influencing your independent judgment;
- (iii) Always alert your manager to any actual or perceived conflict of interests and agree with them how they should be managed. Declarations should be made on appointment, as and when they arise throughout the year, when you change role (especially if there are specific requirements and during the annual attestation process);
- (iv) Not seek to make a profit, avoid a loss or seek any other form of advantage for yourself or others by making personal use of information acquired during your duties;
- (v) Ensure you do not leave yourself open to (or perceived to be open to) improper influence through the acceptance of gifts and hospitality, or otherwise;
- (vi) Not undertake transactions that, by their nature or purpose, could be perceived as inappropriate.

##### 1.1.2 Why is it important to manage actual or potential Conflict of Interests?

Integrity is a principle of public life and is one of our core values. Our reputation for impartiality and independence is vital to our effectiveness and the public interest. We must be objective in our decision-making, and our personal interests should never influence our decisions at work. We must be able to publicly defend the actions of those who work for us in relation to this Policy to prevent reputational damage.

### **1.1.3 What are my obligations under this policy?**

- 1.1.3.1 There are four potential steps that you are required to take under this policy:
- Make disclosures
  - Obtain permission when necessary
  - Refrain from an action altogether (prohibited actions)
  - Check whether any action is required.
- 1.1.3.2 On appointment, you will be required to complete a full review of actual or perceived Conflicts of Interest.
- 1.1.3.3 On an ongoing basis you are required to update that disclosure as and when changes arise, for example if you need to seek permission to deal or your relationship information changes. Once a year you will be asked to formally attest that your declaration is up to date.
- 1.1.3.4 Upon resignation from the FCA or PSR, you and your line manager are required to hold discussions to assess whether there are any actual or perceived conflict of interests risks with the work to be undertaken, and/or role of the new organisation. Consideration should be given to any decisions to be made, knowledge to be gained or access to relevant information during the duration of your notice period. Leavers are required to fill out the Leavers COI Assessment Form within the Conflict of Interests Portal. It is the line manager's responsibility to ensure the relevant controls are put in place to mitigate any actual or perceived conflicts during the notice period.
- 1.1.3.5 Every activity relating to Conflict of Interests must be recorded within the Conflict of Interests Portal. This information is confidential between you, your manager and those with a "need to know" including the Conflict of Interests team and the Control Room.
- 1.1.3.6 If you have any questions pertaining to an actual or perceived conflict please contact the Conflict of Interests team in the first instance via [ConflictofInterests@fca.org.uk](mailto:ConflictofInterests@fca.org.uk).

### **1.1.4 What must managers do?**

- 1.1.4.1 Managers are required to:
- (i) know and understand this Policy and speak to the Conflict of Interests team if you need clarification or advice, as well as escalate any issues you consider appropriate.
  - (ii) hold regular conversations with employees who report to you to discuss their personal relationships, financial relationships or financial matters in order to identify any potential conflict of interests risks. This includes Third Party Contingent Workers and secondees.
  - (iii) ensure that employees who report to you are accurately recording any discussions regarding the identification and management of any conflict of interests risks on the Decisions Log of the Conflict of Interests Portal.
  - (iv) review approval requests for financial transactions from direct reports and assess them for any potential conflict of interests risks prior to deciding whether or not to approve the request. Managers are responsible for granting permissions under this policy.
  - (v) ensuring the required controls are put in place to manage actual or perceived Conflict of Interest for leavers during their notice period.

### **1.1.5 Who are the Conflicts of Interest team?**

- 1.1.5.1 The Ethics Officer (Company Secretary), as the Policy owner, is responsible

for:

- (i) setting organisational standards and expectations for managing conflict of interests
  - (ii) providing clear policies and processes and supporting their implementation
  - (iii) providing tools for the organisation (e.g., training and awareness materials) to make compliance transparent and roles clear
  - (iv) providing support for all aspects of conflicts, including on appointment and change of role, at the time of annual declarations/attestations and on an ongoing basis
  - (v) working with the COO and Risk, as required, on any potential concerns about bribery under this Policy
  - (vi) monitoring the application of the Policy, including:
    - a. receiving reports on declared gifts and hospitality and requesting reports on gifts and hospitality to assure that employees are complying with the Policy
    - b. receiving reports on requests to deal in shares, and copies of specific requests that have been escalated due to their sensitivity
    - c. reporting on declarations of interests and relevant attestations to local management, the Executive Committee, the Audit Committee and the PSR Senior Leader Team
    - d. being consulted where there is a significant risk associated with an actual or perceived conflict of interest, which may impact public confidence. Situations may include, but are not limited to, concerns of bribery and corruption, relationships, and objectivity, ethical and conduct violations, and any situation where those involved may have acted hypocritically.
- 1.1.5.2 The Ethics Officer may be assisted in all of these responsibilities by a Deputy Ethics Officer and other colleagues (the "Conflict of Interests team"). The Ethics Officer may delegate actions and approvals under this policy to the Deputy Ethics Officer.

#### **1.1.6 How will breaches of this policy be handled?**

- 1.1.6.1 You are required to comply with this Policy. Breaches may ultimately result in disciplinary action or dismissal.
- 1.1.6.2 Any identified incidents of breaches should be reported to the Conflict of Interests team and escalated to the Ethics Officer. The severity will be assessed, and further action will be considered on a case-by-case basis. This may include further escalation, working with HR as required.
- 1.1.6.3 Breaches include:
- Failure to fully comply with Annual Attestation
  - Failure to comply with disclosure requirements
  - Failure to comply with the Investment Dealing process
  - Failure to comply with Gift and Hospitality requirements
  - Failure to otherwise comply with the Policy
- 1.1.6.4 Compliance with the Annual Attestation process is monitored by the Conflict of Interests team, and periodic audits are undertaken on compliance with dealing permission requests. The Conflict of Interests team maintains breaches log and a gifts/hospitality log.
- 1.1.6.5 Staff should note that guidelines for trading are subject to change and can be revised during the year. When this happens, the FAQ document will be updated with any additional guidelines and adopted into the policy the following year.

#### **1.1.7 How do I know if something requires any action?**

- 1.1.7.1 This Policy is not exhaustive, and you must make a judgement as to whether something requires disclosure. Further details on conflict of



interests management are included within the separate Frequently Asked Questions (CoI FAQs). You should refer to the CoI in conjunction with the Policy. If you are still in doubt, you can contact the Conflict of Interests team for further guidance.

### 1.1.8 What do I need to disclose?

<p><b>Personal Positions</b> Any post, other employment or fiduciary positions that you hold, or have held in the past five years, with a Relevant Organisation, or an organisation that, to the best of your knowledge, has a current or potential contractual relationship with the FCA/PSR, or an organisation or role within the FCA/PSR. This includes paid or unpaid positions:</p>
<ul style="list-style-type: none"> <li>• Such as employment, directorships, trusteeships, or volunteer work</li> <li>• For any ongoing external positions, including running or campaigning for an elected public office, please ensure you have obtained the relevant approvals as required by the 'Exclusive Employment' provision.</li> </ul>
<p><b>Personal Relationships</b> Any Close Family Member<sup>1</sup>, and any other individual or organisation with whom you have a relationship:</p>
<ul style="list-style-type: none"> <li>• working in the FCA or the PSR</li> </ul>
<ul style="list-style-type: none"> <li>• working in a Relevant Organisation including but not limited to; and FCA-regulated firm, listed firm, firm with listed securities, firm regulated for financial promotions provisions, firm listed as an Appointed Representative, firm registered under the AML regime or a firm that is due to come into regulation or registered an intention to list.</li> </ul>
<ul style="list-style-type: none"> <li>• working in any firm regulated by the PSR, such as a payment- systems operator (cards and interbank), payment-service provider or infrastructure provider to a designated system</li> </ul>
<ul style="list-style-type: none"> <li>• working in financial, economic, or Political journalism or in a position where in its ordinary course of business activity involves regularly commenting on FCA/PSR-related matters in the public domain (such as social media)</li> </ul>
<ul style="list-style-type: none"> <li>• working in a firm holding or tendering for a contract with the FCA or the PSR where known</li> </ul>
<ul style="list-style-type: none"> <li>• holding a national elected public office (Member of Parliament, the Scottish Parliament, the London, Northern Ireland or Welsh Assemblies or any other remunerated elected office)</li> </ul>
<ul style="list-style-type: none"> <li>• linked to a specific decision in which you are involved</li> </ul>
<ul style="list-style-type: none"> <li>• linked your work more generally, given your role and that of the individual or organisation in question</li> </ul>
<p><b>Discussions on prospective employment with FCA-/PSR-regulated firms or suppliers</b> Any final stage active two-way discussions about prospective employment that you are having with:</p>
<ul style="list-style-type: none"> <li>• any organisation that is regulated by or registered with the FCA/PSR, or trade bodies involved in representing such organisations.</li> </ul>
<ul style="list-style-type: none"> <li>• any organisation that you have contact with as a supplier.</li> </ul>
<p><b>Financial relationships</b> You must declare:</p>
<ul style="list-style-type: none"> <li>(i) your own financial relationships;</li> <li>(ii) any financial relationships for another individual or organisation you direct or advise on, including when acting as an executor, trustee, director, shareholder or under a power of attorney; and</li> <li>(iii) the financial relationships of any Close Family Member or relationships where you have actual knowledge of those interests.</li> </ul>
<p>The following financial relationships must be declared:</p> <ul style="list-style-type: none"> <li>• A direct holding of Securities or Related Investments in an organisation which is a listed company or firm with listed securities, FCA-regulated firm or its financial holding company, firm regulated for financial promotions provisions, firm listed as an Appointed Representative, firm registered under the AML regime, firm that is due to come into regulation, a Relevant Organisation, payment- systems operator (cards and interbank) regulated by the PSR, payment service provider or central infrastructure</li> </ul>

<sup>1</sup> Any close family members mean spouse/partner, parents, siblings, and children.

<ul style="list-style-type: none"> <li>provider to designated payment systems.</li> <li>Direct holdings of Securities and Related investments in non-UK financial firms should be declared if they have a UK based subsidiary or parent company.</li> <li>Direct holding of Securities or Related Investments in Organisations carrying out Qualifying Cryptoasset<sup>2</sup> services should also be disclosed as well as collective investment schemes.</li> </ul>
<ul style="list-style-type: none"> <li>A direct holding of Qualifying Cryptoassets.</li> </ul>
<ul style="list-style-type: none"> <li>E-money balances in various types of online wallets or prepaid cards above £5,000 if those balances are expected to persist for six months or more.</li> </ul>
<ul style="list-style-type: none"> <li>A balance or deposit in a regulated firm - such as a bank, building society or credit union - of a value greater than the compensation limit set by the Financial Services Compensation Scheme (currently £85,000 per person per entity or license). You do not need to declare the amount, but that the relationship exists.</li> </ul>
<ul style="list-style-type: none"> <li>All pension products, as well as investments with an FCA-regulated insurer whose return depends in part on the profits of the insurance company – e.g. a 'with-profits' policy.</li> </ul>
<ul style="list-style-type: none"> <li>A manager of an investment portfolio, fund, or pension, including where full or partial discretion is given to the investment manager.</li> </ul>
<ul style="list-style-type: none"> <li>The names of organisations with which you have any ongoing formal loan arrangements or persistent credit arrangements under which you have borrowed a capital sum of £10,000 or more and which you expect to exist for at least 6 more months. You need not disclose the amount borrowed or its purpose, only the existence of the relationship. For the purposes of this policy, you do not need to disclose overdrafts or other similar arrangements.</li> </ul>
<ul style="list-style-type: none"> <li>Any dispute you have with a Relevant Organisation over the provision of products or services.</li> </ul>
<ul style="list-style-type: none"> <li>Any financial interest recently listed or not currently listed at this time but expected to come into the FCA or PSR perimeter in the future<sup>3</sup>, when known or where reasonably should be known.</li> </ul>
<ul style="list-style-type: none"> <li>Any other financial relationship that could reasonably be considered a conflict due to its 'sensitivity'.</li> </ul>

### 1.1.9 What requires permission?

Permission should be obtained through the COI Portal and the decision, regardless of the outcome, should be recorded on the portal.

<p><b>Exclusive employment</b></p> <p>Whilst working for the FCA or PSR you are not permitted to undertake any form of work (paid or unpaid) for any other organisation without written approval in advance from your Head of Department or, in the absence of a Head of Department, your Director. The written approval must be uploaded on your Decisions Log page.</p> <p>These restrictions relate to any positions at another organisation for which you intend to:</p> <ul style="list-style-type: none"> <li>be employed or be contracted;</li> <li>freelance whether in a casual or part-time capacity;</li> <li>run or campaign for, or hold, a national or local elected public office position, including as a local councillor; or</li> <li>volunteer, where the volunteering relates to: <ul style="list-style-type: none"> <li>a fiduciary position or financial advisory role within the organisation; or</li> <li>an organisation which is regulated by the FCA or PSR or within, or known it will or will likely be within at some future date, the supervisory remit of the FCA or PSR in any capacity; or</li> <li>an organisation listed on a UK Listed Market or has declared an</li> </ul> </li> </ul>
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<sup>2</sup> "cryptoasset" means any cryptographically secured digital representation of value or contractual rights that, (a) can be transferred, stored or traded electronically, and (b) that uses technology supporting the recording or storage of data (which may include distributed ledger technology).

<sup>3</sup> For the purposes of disclosure, the threshold of 'expected' is considered as confirmed to come into FCA/PSR perimeter at some point in the future.

intention to or interest in listing securities on a UK market; or  
- an organisation that could otherwise be seen as 'sensitive' due to the nature of the organisation or your role within the FCA/PSR.

- be a trustee or director.

### **Personal Financial Transactions**

You are required to seek permission before entering into certain personal financial transactions ('dealing'<sup>4</sup>).

You must not deal or begin the process of dealing before approval has been given. Once permission has been granted, you are free to deal, but you must do so within 2 working days. If the trade has not taken place within this period you must advise your manager that the transaction has not taken place and, if you still wish to proceed, you must re-apply for permission.

This includes:

- (i) Direct dealings in Securities and Related Investments<sup>5</sup> in a Relevant Organisation and organisations carrying out Qualifying Cryptoassets services including:
  - Securities awarded through employee share schemes (if you want to give instruction to sell securities to meet a tax charge incurred on the vesting of the same securities which have been awarded to you through an employee share scheme, or as part of a remuneration package, you are required to seek approval to deal from the Ethics Officer before placing the instruction.)
  - Rights issues of Relevant Organisations that will affect a large number of employees. If a rights issue or similar corporate action by a Relevant Organisation is likely to affect a large number of employees, the Ethics Officer may issue an appropriate policy on the date on which employees will be able to subscribe to the rights issue. If a policy is not issued in relation to a rights issue of a Relevant Organisation, permission to deal should be sought in the usual way.
  - Dividend Reinvestment Plans (DRIPs). Setting up a DRIP is classed as dealing for the purposes of the Conflict of Interests Policy. In line with the prohibition on acquiring Securities and Related Investments in regulated firms, it is prohibited to set up a DRIP with a regulated firm and any existing DRIPs should be cancelled.
  - DRIPs in non-regulated or non-financial services firms are permitted but you must follow the permission process. You must inform your line manager that you are planning on setting up such a plan whilst seeking approval
  - Acquiring Securities and Related Investments (in a regulated firm) by way of Gifts or Inheritance. If you acquire these in circumstances beyond your control you must request permission to obtain these investments from your line manager and the Ethics Officer.
- (ii) Direct dealings in Qualifying Cryptoassets
- (iii) Any other financial transaction that could reasonably be seen to be sensitive. This includes but is not limited to engaging with firms where you know of a breach in the regulatory requirements or potential enforcement action by the FCA or PSR

<sup>4</sup> Includes purchases, sales, subscriptions, acceptance of takeover or other offers and all other acquisitions or disposals of securities and related investments, or any rights or interests in securities and related investments. Entering into any contract to secure a profit or avoid a loss by reference to fluctuations in securities' prices; the acquisition, disposal or exercise of any option or other right or obligation to acquire or dispose of securities or, in all cases, an irrevocable instruction to do so. Off-market dealings and transfers of securities as gifts are examples of dealing.

<sup>5</sup> Shares (including individual company shares held in single-company PEPS, ISAs, or other wrappers), bonds, debentures and any other financial investments, including debt instruments, futures, options, and other financial derivatives.

### 1.1.10 What is restricted?

<p><b>Political bias</b> As an FCA/PSR employee you are required to be strictly politically impartial in the way in which you carry out work for the FCA/PSR. You must not engage in the following activities whilst carrying out the FCA/PSR's work:</p>
<ul style="list-style-type: none"> <li>• saying anything that suggests or implies that the FCA or PSR supports a political group or holds a particular political viewpoint;</li> </ul>
<ul style="list-style-type: none"> <li>• political campaigning;</li> </ul>
<ul style="list-style-type: none"> <li>• engaging in political activity while working, or using FCA premises, systems or resources;</li> </ul>
<ul style="list-style-type: none"> <li>• wearing or displaying political symbols, e.g. badges or t-shirts with political slogans;</li> </ul>
<ul style="list-style-type: none"> <li>• attempting to influence others into holding a political opinion or trying to engage them in political activity;</li> </ul>
<ul style="list-style-type: none"> <li>• holding organised meetings with other employees with the specific intention of discussing political view points;</li> </ul>
<ul style="list-style-type: none"> <li>• inviting politicians, political figures or lobbyists to speak at FCA or PSR events without approval from the Communications Division;</li> </ul>
<ul style="list-style-type: none"> <li>• expressing political views to other parties such as consumers, firms or stakeholders, whether verbally, by email or in writing.</li> </ul>
<p><b>Note: Employees are free to engage in political activity outside work, provided that:</b></p> <ul style="list-style-type: none"> <li>• any activity is carried out in your own time</li> <li>• you make clear that your involvement is solely in a personal capacity</li> <li>• you do not publicise that you work for the FCA or PSR, and take care to avoid any suggestion that the FCA or PSR supports or endorses a political opinion and ensure that personal views you share cannot be interpreted as compromising the FCA/PSR's political impartiality, as referenced in the Social Media Policy.</li> <li>• you comply with the 'Exclusive Employment' provision if applicable.</li> </ul>
<p><b>Personal Financial Transactions</b></p> <ul style="list-style-type: none"> <li>• The personal financial transaction requirements apply to:             <ol style="list-style-type: none"> <li>(i) your own financial transactions</li> <li>(ii) any financial transactions for another individual or organisation you direct or advise on, including when acting as an executor, trustee, director, shareholder or under a power of attorney</li> </ol> </li> <li>• Dealing requests to sell securities held less than 6 months will likely be refused.</li> </ul>
<p><b>Note: Employees are prohibited from engaging in:</b></p> <ol style="list-style-type: none"> <li>(i) Dealing in Securities or Related Investments or Qualifying Cryptoassets where you have insider knowledge. The range is subject to change and can be revised during the year. When this happens, the FAQ document will be updated with any additional guidelines and adopted into the policy the following year.</li> </ol>
<ol style="list-style-type: none"> <li>(ii) Dealing or actively managing Securities or Related Investments in any FCA or PSR regulated firms or their financial holding companies. If you join the FCA/PSR with such holdings, you may be able to retain them, exercise rights arising from them or sell them, but you may not acquire more or actively manage them. You must always declare your holdings as financial relationships. If you exercise your rights from your prior holdings or wish to sell these securities, you must obtain permission for a personal financial transaction from your line manager and the Ethics Officer.</li> </ol>
<ol style="list-style-type: none"> <li>(iii) Speculative transactions (e.g. transactions motivated by a desire to make quick profits) in any financial assets.</li> </ol>
<ol style="list-style-type: none"> <li>(iv) Contract for differences (CFD). This includes 'spread betting' in UK company securities (single-equity/vanilla CFDs), UK indices/sectors or the UK equity market as a whole. However, you can invest in a fund of CFDs where full discretion is given to the fund manager. You are prohibited from engaging in wagering contracts and fixed-odds bets on UK companies or equities, including indices/sectors and the UK equity market as a whole.             <p>Examples of what is not acceptable include:</p> <ul style="list-style-type: none"> <li>• a spread bet that the FTSE 100 will go up or down</li> <li>• placing a bet that equity X will go up or down in value</li> </ul> </li> </ol>

### 1.1.11 Gifts, prizes and hospitality and the link to bribery

- 1.1.11.1 While working for us, you may develop contacts with external parties. It is important for our employees to know the industries and stakeholders with

which we interact, so we encourage networking to improve stakeholder relations. This may involve the giving and receiving of hospitality, and occasionally, we may be offered gifts.

- 1.1.11.2 As a public body, we must observe high standards of ethical behaviour. When following the rules, common sense needs to apply about whether gifts or hospitality should be accepted. We should also consider the cumulative effects of gifts and hospitality on individuals or areas. If acceptance of gifts and hospitality were challenged, it would be necessary to show that acceptance was lawful, appropriate, and consistent with our rules and that personal judgment or integrity had not been compromised.
- 1.1.11.3 UK legislation on bribery applies to all employees. Under the Bribery Act 2010, it is an offence for any of our employees to offer, promise or give a bribe to another person, or to request, agree to receive or accept a bribe from another person, and individuals may be subject to prosecution.
- 1.1.11.4 You must disclose on the Conflicts Portal as soon as possible the receipt of any gifts, prizes or hospitality but in any event within 48 hours.

**1.1.12 Receiving Gifts**

The presentation of gifts should be discouraged where possible. However, where refusal would cause offence or embarrassment, the following rules apply:

Value of gift	Record on	Surrender
Token value	No	No
RRP less than £30	Yes	No
RRP of £30 or more	Yes	Yes
Monetary gifts/ vouchers	Yes	Yes

- 1.1.12.1 If you are invited to speak at a dinner or conference, it should be made clear that no payment is expected or required.

**1.1.13 Prizes**

- 1.1.13.1 In general, if you win a prize and it's related to your work at the FCA/PSR this may be indistinguishable from a gift and could be perceived as a bribe. The prize must be recorded in the Conflict of Interests Portal. Prizes with an RRP of £30 or more must be recorded and surrendered. if they are awarded by:

**1.1.14 Receiving hospitality**

- 1.1.14.1 It is important that the FCA/PSR can defend itself against any possible suggestions of undue influence or inappropriate behaviour.
- 1.1.14.2 Interaction with regulated firms, professional advisers and other organisations, including suppliers or potential suppliers, is an important part of the FCA's/PSR's work. Offers of hospitality may be accepted or made where they are necessary to develop relationships and maintain outside contacts relevant to work. However, if a hospitality offer is excessively expensive or exclusive, there is an increased risk that it will put you or the FCA /PSR into disrepute, and it must be approved by your Director or member of the executive committee<sup>6</sup> before you can accept. For the avoidance of doubt, this includes, but is not limited to offers of free places at conferences, and/or invitations to attend overseas locations at the expense of a third party.

<sup>6</sup> PSR staff can seek approval from their HoDs

1.1.14.3 This policy includes guidance but does not attempt to cover every situation and must be interpreted by applying common sense to the particular circumstances of each case.

Type of hospitality	Venue	Permissible (if not exclusive or expensive)	Record in Conflict of Interests Portal – including details of hospitality
Working breakfast or lunch	FCA/PSR premises or any third party's office	Yes	No
Working breakfast or lunch	Restaurant or other venue away from office premises	Yes	Yes
Drinks reception or similar networking	Any venue at or away from office premises	Yes	Yes
An evening meal	Any venue at or away from office premises	Yes	Yes
Free conference places (where not speaking)	Any venue	Yes – Director approval UK; ED approval International	Yes

1.1.14.4 Examples of what constitutes excessive, exclusive or expensive hospitality includes invitations to expensive/exclusive cultural or sporting events, or even over-frequent invitations from a supplier to individuals or teams at the FCA/PSR. Directors or members of the executive committee may authorise acceptance of hospitality which could be regarded as exclusive or expensive if, in their judgement they consider it appropriate.

1.1.14.5 While making overseas visits, you may be offered hospitality that would be viewed as exclusive or expensive under normal circumstances. However, it may be appropriate to accept hospitality where refusal would cause offence or embarrassment. Such hospitality should be approved retrospectively by your Director or member of the executive committee and recorded in the Conflict of Interests Portal. Similarly, local customs may favour the giving and/or receiving of gifts. If this situation is likely, you should take appropriate advice, agree in advance what would be acceptable with your Director or member of the executive committee and record it in the Conflict of Interests Portal.

1.1.14.6 If it has been agreed that you can accept an invitation to give a speech, then it is acceptable for a third party to meet some or all of the travel and/or accommodation costs. This applies whether or not you would normally be attending the event as a delegate. However, this must be authorised in advance by the relevant Director or member of the executive committee. Any additional free spaces at a conference must be approved by a minimum of a member of the executive committee if overseas.

### 1.1.15 Giving gifts and hospitality

1.1.15.1 You should exercise caution when giving gifts (except 'token' gifts) and

hospitality to third parties. However, if it is required, the following principles should be applied:

- (i) gift-giving and hospitality must be authorised in advance by the relevant divisional Director or member of the executive committee and must be recorded in the Conflict of Interests Portal
- (ii) in determining whether gift-giving is appropriate, the recipient, the value of the gift and the reason for it should be considered
- (iii) hospitality given should comply with the travel and expenses policy

#### **1.1.16 Bribery and corruption**

1.1.16.1 Bribery is defined as offering, promising, giving or accepting any financial or other advantage to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly or where the recipient would act improperly by accepting the advantage. Corruption is the abuse of entrusted power or position for private gain.

1.1.16.2 An advantage can include money, gifts, loans, fees, hospitality, entertainment, expenses, services, discounts, the award of a contract or anything else of value, including a favourable regulatory decision and/or any decision relating to any potential or actual investigation.

1.1.16.3 You must never:

- (i) give, promise to give or offer any payment, gift, hospitality or other benefit in expectation that an advantage will be received in return
- (ii) accept any offer from a third party that you know or suspect was made with the expectation that we will provide an advantage for them or anyone else
- (iii) do anything, directly or indirectly, which may suggest to a third party that they could receive an advantage in return for an offer of any payment, gift, hospitality or other benefit
- (iv) give or accept any gift or hospitality during any commercial negotiations or tender process if this could be perceived as intended or likely to influence the outcome
- (v) give or offer any payment (sometimes called a 'facilitation payment') to a government official, regulator, law enforcement agency or other authority in any country to facilitate or speed up a routine or necessary procedure, including, but not limited to, the processing of visas, the provision of information and cooperation in any potential or actual investigation or proceedings

## **1.2 Circumstances affecting employment**

### **Employment of relatives or other individuals with whom there is a close relationship**

There is nothing to prevent your relatives or anyone else that you have a close relationship with from working at the FCA. But it is your responsibility as an employee to ensure that this person informs the FCA of the relationship when they complete the application, and you inform your line manager who can help you manage any potential conflicts.

If you start a relationship with another employee during the course of your employment, you should inform your line manager or, if the relationship is with your line manager, you should inform their manager.

The FCA will make every effort to ensure that no conflict of interest arises. We do not

normally allow employees who have a close relationship to work together in the same team or report to the same line manager.

### **Changes in personal circumstances**

We need to keep accurate records of key information on all employees. To meet our statutory duties, we need to know of any changes in your personal circumstances, which affect or could potentially affect your employment with the FCA. So it is essential that you record any changes such as your home address, telephone number, marital status and who to contact in the event of an emergency on [Workday](#).

You must tell your line manager of changes in your health so that, if necessary, we can comply with our statutory obligations to make reasonable adjustments to enable you to continue working.

You must also inform your line manager and the HR Helpline, within a reasonable period of time, if you are personally affected by, or involved in any of the following:

- (i) You are charged with or convicted of any criminal offence, which includes being disqualified from driving or receiving a formal police caution. You do not have to inform us of minor traffic offences.
- (ii) You are involved in civil litigation in any capacity other than as a witness.
- (iii) You are experiencing financial difficulties and/or have: filed for bankruptcy, individual voluntary arrangements, debt management plans, debt relief orders, or have County Court Judgements made against you.

The FCA will treat all the above information in strictest confidence. However, we may inform your Director/Head of Department when it is necessary and reasonable to do so.

The FCA has legal obligations to fulfil as both an employer and the financial services regulator. If we become aware, either through one of our checks or because you tell us, that you are affected by any of points (i) to (iii) above, we may need to reassess your suitability for continued employment with the FCA. If we have to undertake such an assessment, we will consider:

- the principles of the [Fit and Proper Test for Approved Persons](#)
- the level of risk to the FCA's reputation if you were to remain in your current role and/or function
- the level of risk to the FCA's reputation if you were to undertake a different role at the FCA and
- whether you disclosed your situation voluntarily.

The outcome of this assessment may result in:

- moving you to another role within the FCA where the level of risk is removed or reduced
- disciplinary action against you, which may result in your dismissal (see the Disciplinary Procedure)

We know that being involved in any of these situations can be a very worrying time. If you feel you would like to discuss your situation confidentially, the [FCA's free counselling advice service](#) is available 24/7. Alternatively contact the HR Helpline or your line manager.

## **1.3 Information and systems acceptable use policy**

### **Context**

It is essential that we use our information and related systems appropriately and



legally. We must safeguard the information we are entrusted with, account for our actions and comply with defined rules to ensure we operate securely as an effective Regulator in the public interest. We expect everyone to act with integrity and demonstrate the key behaviours defined within this policy to reduce the risk of losing or compromising our information. In doing so, we expect everyone to be diligent and use reasonable professional judgement when handling information and using the technology provided. Failure to comply with this policy could result in you and the FCA/PSR being exposed to greater risks. You remain accountable for all actions performed on FCA/PSR systems using the accounts provided to you, so it is important that you protect yourself and the FCA/PSR.

## **Purpose**

This policy sets out the FCA's/PSR's key requirements for employees to reduce the risk of the loss or compromise of our information. The Policy is structured across 7 expected behaviours, and each supports the FCA's/PSR's business objectives.

- **Be Organised** – Manage information correctly
- **Be Proportionate** - Gather and use information ethically and within the law
- **Be Careful** - Think before you click, stay safe online
- **Be Discreet** - Outside the office and on-line
- **Be Clear** - Clear desk, clear screen, clear bag
- **Be Secure** – Protect information, passwords and equipment
- **Be Alert** - See it, suspect it, report it

## **Scope**

This policy is mandatory for everyone (including all employees, contractors and contingent workers as identified under the [Security & Vetting Framework](#), collectively referred to as colleagues) of all FCA legal entities and third parties processing information on behalf of the FCA/PSR and forms part of the FCA/PSR mandatory training requirement that must be attested to each year. While it is designed to cover the most important expected behaviours, it will not include everything. If you find a specific scenario is not covered or further clarification is required, you should refer to other associated policies, standards and guidance, ask your line manager, your local Do No Harm Ambassador or contact the Policy Owner, Cyber & Information Resilience, via the [Do No Harm mailbox](#).

### 1.3.1 Be Organised - manage information correctly

The FCA and PSR are increasingly reliant on our ability to fully harness and exploit the data and information we receive, create and manage. It is vital that the information we hold is readily available to those individuals that have a legitimate need, is searchable and discoverable to ensure that we can fulfil our obligations including disclosure and is retained for an appropriate period.

#### You must

- Classify and mark all information as defined by the [FCA/PSR Classification scheme](#). This includes reviewing existing classifications when documents are updated.
- Handle information in accordance with its classification. Please refer to the [FCA Information Classification and Handling Guide](#), [PSR Information Classification and Handling guide](#), associated standards and local guidance for further details.
- Adhere to any additional requirements specifically set out by your local business area and the [FCA's FCA's Information Management policy](#).
- Ensure information identified as being an FCA business record is retained within approved network repositories (such as SharePoint, or case management system such as Intact), which can maintain version control, auditability and search capabilities.
- Further information on what constitutes an FCA business record, can be within our [records management guidance](#).
- Dispose of information when no longer needed in line with the [FCA records retention schedule](#), [PSR records retention schedule and Data Destruction & Equipment Disposal standard](#)

#### You must not

- Access information without a legitimate business need.
- Keep information longer than is necessary – refer to the [the FCA records retention schedule](#), [PSR records retention schedule](#)
- Use systems such as OneNote, OneDrive and Outlook for retaining formal business records. This includes draft versions of documents shared and updated by other colleagues to form the master record and/or the basis of formal decisions. Only FCA/PSR approved records repositories should be used to store records. For further information on the use of OneNote and OneDrive, please refer to the OneDrive guidance document.
- Create unique paper records if a suitable digital solution is available.

### 1.3.2 What is the harm?

We are expected to hold ourselves to the highest standards and meet all relevant regulation. We have obligations to disclose material in criminal, regulatory and civil proceedings. Failure to fulfil those obligations can result in us not being able to take action against those who have committed criminal offences or other forms of misconduct.

We are subject to Freedom of Information requests and other legal and regulatory requirements and must be able to find and disclose information in a timely and cost-efficient way. If we do not meet these standards, then we may be challenged by the Information Commissioner's Office and other bodies such as, but not limited to Parliament and the Upper Tribunal.

### 1.3.3 **Be Proportionate - gather and use information ethically and within the law**

We manage a wide range of information, including personal data under the General Data Protection Regulation (GDPR) and the Data Protection Act (DPA) 2018, there are a number of legal requirements governing how we handle personal data. The FCA and PSR takes safeguarding personal data extremely seriously and implications of non-compliance can be severe. When you are working with personal data:

#### **You must**

- Only collect, access, use and share personal data where there is lawful basis to do so.
- Consider privacy risks and engage with C&IR to conduct a Data Protection Impact Assessment (DPIA) when considering new or making changes to an existing processing activity.
- Ensure that the volume and type of data collected is proportionate to the business need.
- Immediately refer any individual rights requests (access, erase, remove) to the Information Disclosure Team, as this will enable the FCA/PSR to comply with the request within statutory time scales.
- Remove or obfuscate any personal data (by anonymising or pseudonymising), prior to sharing or publishing information, unless there is a lawful basis that permits sharing and / or publication without such action being taken.
- Immediately report any suspected loss or breach of information or asset, by contacting the FCA Security Control Room on 0207 066 3838 and completing the Loss Reporting e-Form in accordance with published guidance.
- Refer to the FCA's/PSR's Data Privacy Policy and Procedure for further guidance.

#### **You must not**

- Process any personal data unnecessarily. Commence any new collection or new processing of personal data until you have sought advice from C&IR.
- Delay in referring individual rights requests or queries.
- Transfer personal data to another jurisdiction without following the Data Residency & Access Standard.
- Publish or share data without permission, without justifiable lawful basis and without conducting appropriate checks to remove any personal identifying information.
- Delay in reporting suspected loss or breach of information or asset.

#### **What is the harm?**

Mishandling personal data results in increased likelihood of potential harm to individuals leading to legal action, financial loss and reputational risk for the FCA and/or the PSR, alongside potential employee disciplinary proceedings. It is important that you understand your personal obligations in relation to data protection and recognise the need of being proportionate and transparent in its

use.

### 1.3.4 Be Careful - think before you click/stay safe online

We need to maintain our awareness of threats exploiting core communication channels such as email and the Internet. Our security controls go some way to protect the Organisation but we expect you to remain vigilant to these threats, and to take time and care when using services such as email and the Internet. You need to question or seek advice if you are ever unsure.

The FCA and PSR allow limited personal use of the provided communication systems, so we expect you to apply diligence and good judgement when using these facilities both for personal and business use. The FCA undertakes ethical phishing testing to test its defences against common phishing attacks. Colleagues should be aware that clicking on simulated phishing emails results in inclusion within the phishing support process. Further detail can be found [here](#).

#### You must

- Be vigilant for malicious emails such as 'phishing', messages, calls or other suspicious communications that might seek unauthorised access to information or undermine the security of our IT systems. Immediately report any suspected issues using the 'Report Phishing' button within Outlook or via [Phishing@fca.org.uk](mailto:Phishing@fca.org.uk)
- Exercise caution when clicking on links or accessing websites and immediately report to the IT Service Desk and complete the Loss Reporting e-Form if you believe you have clicked on or opened malicious content.
- Contact the IS Service Desk immediately if our anti-virus software raises any alerts.
- Seek guidance from your line manager if you are unsure of the legitimacy of a request for information. If in doubt, this should be reported immediately via [Phishing@fca.org.uk](mailto:Phishing@fca.org.uk) and to the C&IR Counter Threat Unit.
- Report the receipt of inappropriate material to your Line Manager.
- Transmit and transport information in accordance with the [FCA Information Classification and Handling Guide and the PSR Information Classification and Handling guide](#)

#### You must not

- Send any FCA/PSR information to your personal email address (excluding your own personal information such as personal training certificates, your CV and remuneration details), any email address not directly connected with the work being completed / related to the information or auto-forward any FCA/PSR emails to external addresses.
- Upload FCA/PSR data to any unapproved third-party repository or internet site including any query sites such as search engines, translation sites or AI /chatbot solutions e.g. ChatGPT.
- Access internet sites (including social media) containing or promoting inappropriate material including, but not limited to, sexually explicit content, the promotion of terrorism, illegal activities, defamatory material etc. Or that allow unlawful access to copyrighted or licensed material when using FCA equipment or services including Wi-Fi.
- Download unapproved software (including screen savers and games) to your FCA/PSR device. Refer to the IS Service Desk for further support.
- Share your passwords or store them insecurely.
- Use your FCA/PSR phone to make personal calls overseas.

### 1.3.5 What is the harm?

Cyber security threats continue to grow as rapidly as the development of new technologies. A large proportion of successful cyber-attacks originate from someone clicking on a malicious phishing (or scam) email. The consequences of a successful cyber-attack can be far reaching and impact our ability to operate and can have long lasting damaging consequences to our reputation.

### 1.3.6 Be Discreet - outside the office and on-line

New digital technologies improve our efficiency and ability to collaborate, but it is important to incorporate diligent and secure working practices, using the most appropriate methods when communicating information.

#### You must

- Verify the participants and restrict access when required, on audio and video calls when discussing any FCA/PSR information.
- Ensure you only share information with authorised parties when using collaboration tools such as Teams, OneDrive, Salesforce and Chatter.
- Consider your environment and how you may be overlooked in a public space before reading or working on FCA/PSR information. Position yourself to ensure you cannot be 'shoulder surfed' by unauthorised parties and, in addition, use a privacy filter where possible.
- Avoid including FCA/PSR Sensitive and FCA/PSR Secret information within the subject line and first line of a message, reducing the impact of how this type of information can be first viewed (or 'popped up') on the recipient's screen.
- Seek approval before travelling overseas with FCA/PSR equipment. Further guidance can be found the [Travel Safety Site](#).
- Ensure your conduct on social media does not bring the FCA/PSR into disrepute or conflict. Further guidelines can be found via [Internal Communications](#).

#### You must not

- Use instant messaging or other such solutions for transmitting items of record or formal decisions. Instant messaging is an informal medium and cannot be relied upon to provide auditability for formal instruction.
- Write or share content which is inappropriate, illegal, discriminatory or otherwise offensive.
- Work on information classified as FCA/PSR Official and above in a public space where it could be seen easily by unauthorised parties.
- Refer to or post any information relating to the FCA/PSR on social media not already in the public domain without first receiving formal approval from the Communications Department as detailed within the [FCA Employee Handbook](#).
- Choose answers to security validation questions from information that is readily available on social media.

#### ***What is the harm?***


Failure to work in a secure way can lead to information being leaked or compromised. There is a heightened risk when working in a public space when work related conversations can be overheard or when information is overlooked. This can also lead to an increased risk to your personal safety if your equipment and information is targeted by thieves.

### 1.3.7 Be Clear - Clear desk, clear screen, clear bag

Our desk and workspaces provide valuable shared resources and they need to be made available to other colleagues at the start of every day. Clear desk requirements form part of this policy and you must ensure your working practices are considered and information is suitably protected at all times, this extends to periods when you may be working remotely.

When a desk is vacated for the day, you must ensure that information is not left available and all items (including both personal and work-related items) are removed and secured.

#### **You must**

- Remove information, equipment and all personal items from desks, meeting rooms, break-out areas and other communal areas at the end of meetings and at the end of each day. Additionally, consider how you maintain clear desk principles when working remotely e.g., from home or outside the office.
- Ensure that information is securely stored in a locked cabinet or equivalent when not in use for a prolonged period of time both in the office and when at home. Ensure any default locker pins are set to a chosen personal code.
- Lock computer screens prior to leaving them unattended (e.g., using the  L keys).
- Use FCA/PSR printing facilities only (unless specifically authorised via the approved and published process) and minimise the printing of documents where practicable. Use information in digital form whenever possible.
- Consider the need to remove papers from the office including personal notebooks. Ensure you have business and line manager support to justify taking papers outside of the office – whenever possible you should utilise more secure digital options. Remove information, equipment and all personal items from desks, meeting rooms, break-out areas and other communal areas at the end of meetings and at the end of each day.

#### **You must not**

- Leave any FCA/PSR equipment or papers, or any personal items, on your desk or surrounding area at the end of the working day.  
Note: Items may be removed during evening security checks and the FCA/PSR accepts no liability for the loss of or damage to any of your personal property.
- Leave FCA/PSR Sensitive or FCA/PSR Secret printed information unattended on desks or not collected from communal or printer areas.
- Take printed papers outside of the FCA/PSR office unless you have an approved material business need and you have discounted alternative secure digital options.
- Dispose of FCA/PSR papers in domestic waste.

#### ***What is the harm?***

Securing information in paper form presents a bigger challenge given the limitation of manual controls needed to prevent information falling into the wrong hands. The loss or compromise of papers has the potential for information leaks and harm to the firms we regulate and loss of public confidence. Equally, unauthorised access to your hybrid (if left unattended and unlocked) could lead to unauthorised activities being undertaken using your credentials.

### **1.3.8 Be Secure - Protect information, passwords and equipment**

It is essential that you integrate security controls in your day to day working habits to protect information, systems and related equipment such as laptops, hybrids, and smart phones. You need to remember the value of these assets and employ the right working practices to help protect them. For instance, any

confidential information that we have received from a firm is protected under section 348 of the Financial Services and Market Act 2000 (FSMA) and or the Financial Services Banking Reform Act (FSBRA) 2013, so we have an obligation to ensure we manage this information correctly.

### **You must**

- Take all reasonable precautions to ensure FCA/PSR equipment and information is protected from theft or loss.
- Only store and process information on approved systems and cloud services.
- Only use FCA/PSR approved and supplied messaging systems to transmit / receive FCA/PSR Information. Text messaging and services such as WhatsApp must only be used for maintaining staff contact or as part of an approved Business Continuity Process when all other forms of approved communication are down e.g., in the event of a complete loss of all FCA/PSR systems.
- Only use FCA/PSR supplied / approved audio conferencing and/or video conference facilities to communicate information.
- Ensure you adopt strong passwords that cannot be easily guessed and change your password immediately if you believe it has been compromised in line with the [User Access Management standard](#).
- Ensure credentials such as passwords are kept securely and never written down. Consider using the FCA's approved password "wallet" ([Password Safe](#)) for the storage/management of passwords in a protected (encrypted) format.
- If using the FCA/PSR 'Bring Your Own Device' solution, comply with any applicable Terms and Conditions – note the FCA/PSR has the right for data contained only within the BYOD application to be wiped in the event of the device being lost or stolen.
- Only use your FCA/PSR credentials to log into FCA supplied / approved services and systems.

### **You must not**

- Use non-FCA/PSR voicemail or text messaging systems to communicate FCA/PSR Sensitive & FCA/PSR Secret information.
- Share your passwords with anyone (including line managers, Professional Business Support colleagues, IT support staff or family members). Refer to the Passwords and Delegated Access Guidance for information delegating permissions within FCA/PSR systems.
- Use FCA/PSR user credentials or FCA/PSR email addresses for personal use, such as personal social media accounts or online shopping.
- Use personal equipment (laptops, phones etc.) to store or process FCA/PSR information of any category unless through an approved BYOD solution.
- Disable or attempt to bypass security controls (such as anti-virus software or firewalls) or attempt to use alternative ways to access blocked websites, content or services.
- Connect unauthorised devices to the FCA/PSR corporate network.
- Connect or use any removable media such as memory sticks from an unknown or untrusted source.

### **What is the harm?**

Incorrect security practices reduce our ability to meet our obligations to secure and manage information correctly. The misuse of fundamental security measures such as passwords undermines the systems and controls employed to protect our information. This can result in the loss of, or damage to FCA/PSR equipment, IT services and the loss and compromise of information leading to potential harm to consumers, firms and loss of public confidence.



### 1.3.9 Be Alert - See it, suspect it, report it

You have a responsibility to remain alert and report any actual or suspected security threat, for example the loss or theft of information or equipment, a suspected or known external cyber-attack or compromise of your log-in credentials. Fast and diligent reporting can help reduce the impact of an incident and can assist in implementing additional controls to contain it. If in any doubt, escalate immediately.

#### You must

- Immediately report any suspected or actual information security incidents, data privacy incidents, suspected weakness, non-compliances or near misses in line with the [FCA Incident Reporting Standard](#).
- Report all known or suspected incidents using the [Lost/Stolen reporting process](#) or telephone the Security Control Room telephone helpline (0207 066 2222 – full contact details can be found on your Emergency & Incident Card).
- Report incidents if you observe any wrongdoing relating to the requirements contained within this policy. Please ask your Line Manager or contact the Cyber & Information Resilience Team if you have any concerns.

#### You must not

- Knowingly ignore or disregard any form of security incident or possible breach.
- Delay reporting an incident even if the incident is discovered outside of office hours.
- Investigate an incident in an unlawful manner, which could damage evidence, jeopardise the successful outcome of an investigation or breach an individual's rights.

#### ***What is the harm?***

It is inevitable that incidents will occur. Recognising a problem and acting upon it quickly will provide us with the best opportunity to manage it effectively and reduce the potential harm to an individual, firm or impact to the FCA/PSR. In some instances (such as loss or compromise of personal data) we have an obligation to report incidents quickly to regulators, law enforcement and other external parties. The Information Commissioner has the power to serve a monetary penalty notice if we do not manage incidents correctly. This could lead to potential long-term damage to our reputation and undermine public confidence.

### 1.3.10 Training & Awareness

You must complete related Acceptable Use training / required reading within 8 weeks of joining the FCA/PSR and then annually, as part of the mandatory Conflicts of Interest Attestation in line with the FCA/PSR training calendar.

### 1.3.11 Non-Compliance

The FCA/PSR reserves the right to monitor use of all its information systems in accordance with relevant laws, and for applicable regulatory or business purposes. Information gathered through monitoring may be used, but not limited to, measurement and enforcement of the requirements detailed within this and other FCA/PSR policies.

Any suspected or actual breaches of this policy must be raised in line with published breach management and or incident reporting guidelines as necessary, this includes the need for colleagues to escalate issues through to line management in line with the 3 lines of defence model (3LoD).

Non-compliance with the policy without prior authorisation (breach) may result in formal action under the FCA's Disciplinary Procedure. The FCA/PSR may also ask for your consent to examine your personal mobile device(s) under any such action, where there is a suspected breach of this policy. Such requests would only be made with approval from HR.

Waivers under this policy will only be permitted under exceptional circumstances and must be submitted via the FCA's published exceptions to policy process.

#### **1.3.12 Review and Refresh**

This policy forms part of the C&IR Policy Framework as well as belonging to the wider FCA/PSR Tier 1 policy set and as such, it will be managed in line with the FCA Internal Policy Framework guidance. This policy has a mandated minimum annual review period set against it and will be reviewed and approved by the Executive Sponsor by, at the latest, the date published on page 2 of this document. Additionally, updates may be made on a regular basis depending on a business need and the changing risk environment.

#### **1.3.13 Monitoring and Reporting**

Policy Compliance is monitored using a wide variety of inputs, such as MI from Key Risk Indicators (KRIs), lessons learned from breach and incident management activities, RCSA outputs, R&CO risk review and Internal Audit findings. As required KRIs are adjusted to ensure MI remains insightful and focussed.

Reporting is provided monthly. In addition, ad-hoc requests from ExCo to provide information on Policy performance and enable effective decision making.

### **1.4 Employee privacy notice**

While you are employed by the FCA, we need to hold, access and / or process personal data about you. We must give you very specific information about how we process your personal data, to ensure that processing is fair and transparent. This information is in our [Employee Privacy Notice](#).

### **1.5 Security and vetting**

We will provide appropriate security arrangements at the FCA to protect the organisation and to provide a safe and secure working environment. To help us achieve this we require you to understand your responsibilities and cooperate with our security arrangements.

#### **Security control**

Our premises are protected by specialist security officers and a range of electronic measures. The buildings have an Access Control System to control access to the building and specific facilities. All employees are issued with a security ID pass which you must wear and display at all times when inside the building. Your pass must not be loaned or given to others at any time.

Further details on our physical security arrangements can be found at the [Security](#) page on the Intranet.

Your security ID Pass (key fob in Edinburgh) gives you access to FCA premises. We conduct routine audits of the access log for operational security reasons and to work out occupancy rates of the building. We may also run a check of the log in other circumstances. This includes, but is not limited to: emergency situations; a breach or potential breach of security; where we reasonably believe a member of staff is in breach of their contract or another of our rules (for example, in relation to working hours obligations). Such investigations may include cross-references to other logs of information, such as CCTV images, iTime, etc.

#### **Security vetting**

All FCA employees undergo pre-employment checks. This gives access to all classifications of FCA information and certain grades of Government-owned Protectively Marked information without further screening (subject, in each case, to having a business need to know the information).

Some posts need additional screening, or access to higher protectively marked materials, subject to National Security Vetting (NVS) standards. The FCA's policy is to undertake national security vetting on a role needs basis. If you are recruited into a job that requires you to be security cleared, your appointment will be conditional upon the appropriate level of clearance being granted and maintained. This applies whether the recruitment is internal or external.

### **Further information**

For more information about security at the FCA, including security relating to keys to office cabinets, and compliance audits and investigations of losses, please refer to the [Security pages](#) on the Intranet.

## **1.6 Anti-money laundering and prevention of terrorist financing**

You have a personal responsibility to report knowledge or suspicion of money laundering or terrorist financing to the FCA Money Laundering Reporting Officer. This means knowledge or suspicion about a firm or person, gained in the course of your work, which links that firm's or person's financial dealings, or its customers, connected persons, etc., to any criminal conduct or terrorist activities.

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 create this responsibility and as long as you follow our [reporting procedure](#), you will comply with the law.

## **1.7 Media, photography, speeches and publications**

### **Media**

To help the FCA maintain a consistent line when dealing with press or other media enquiries, all press enquiries must be referred to the Press Office.

If you receive a media enquiry you should not comment on what is being put to you, but politely and firmly refer the journalist to the Press Office. You should also contact the Press Office yourself to inform them of the enquiry.

Only employees in the Press Office and those authorised by the Press Office should speak to the media. You should not contact the media directly.

There are no exceptions to this requirement. Even those authorised to talk to the press (who have received formal training on dealing with journalists) need to contact the Press Office before speaking to journalists. This minimises risk to individual employees as well as the FCA.

Remember that the press may be present when employees are speaking at external conferences or events. Do not say anything you would be embarrassed to see in print, particularly during question and answer sessions.

### **Photography on FCA premises**

There are many departments in the FCA who work with sensitive commercial information. Photography within FCA premises is a potential risk to the security of this information.

Where there is commercial photography or filming inside our premises, the photographer will need authority from the Press Office. Photographers must always be hosted and escorted into the building and must have a specific brief as to what they can and cannot photograph. Security must be notified in advance of any commercial photography within FCA premises.

If you or one of your visitors wish to take photographs inside our premises for personal reasons, this is generally restricted to public areas such as reception. If you wish to take photographs inside office areas, you must seek prior permission from the Corporate Protection and Resilience Department, who will not generally object, but will make certain

you are aware that you are restricted from photographing documents, security devices, computers and data rooms.

Please report any photography inside our premises that you are suspicious of or that you believe has not been approved.

### **Speeches and publications**

Any fees received from speeches, articles, attendances at seminars or similar events, in your capacity as an employee, must be given to the FCA. If you are writing or publishing material connected with your work but not commissioned by the FCA, you should seek approval from the Head of Press Office and Events in advance. The publication of confidential information may be considered as gross misconduct and may lead to dismissal.

## **1.8 Social media**

Social media covers platforms such as Facebook, Twitter, LinkedIn, Instagram, Google+, all blogs, all forums and comments to online articles either on a publication's website or other sites as they develop.

You must email the Executive Assistant to the Director of Communications if you want to use social media in a professional capacity on behalf of the FCA. For example, if you wish to share already publicly available information about the FCA on Twitter, you would need to disclose your account to the Communications Division and gain prior approval.

You may, occasionally, be asked to represent the FCA on a social media. This will be discussed with you and your manager, led by the Communications Division.

You can make reasonable use of social media sites in a personal capacity - but you are responsible for the content you publish in your name and it must not bring the FCA into disrepute.

In your social profiles, you must make it clear that you are expressing a personal view. For example, by using text similar to the following in your profile: 'The views expressed on this site are mine alone and do not reflect the views of my employer'. You should be aware of your duty as an employee, and as associated with your contract of employment, to act in good faith and in the best interests of your employer.

You must not bring the FCA into disrepute through the information, comments and other material you disclose. For example, avoid posting abusive, derogatory or offensive comments, and carefully consider whether any views you share could be interpreted as compromising the FCA's political impartiality.

Excluding LinkedIn, which can be used in a professional capacity, you must not include 'FCA' in any form in your social media profile name or title (unless given permission by the Director of Communications). Staff are allowed to list FCA under the 'Work and Education' section of their personal Facebook profile. However, no additional comments should be made regarding employment at the FCA, as above.

Contact the Press Office and your manager if you are contacted by the media about a comment or post you made on social media that relates to the FCA. In line with the Press Office's Handbook, do not discuss further with a journalist without Press Office permission.

Contact the Editorial & Digital team in the Communications Division if you are approached via social media to comment on FCA business in an official capacity, such as via personal message on LinkedIn or Twitter. Stakeholders wanting official comment or reply from staff members in a professional capacity must contact them through official FCA channels, ie work email address, formal letter or via the Communications Division.

Contact your manager if you are offered payment to produce a blog or other article for a third party which could lead to a conflict of interest.

You must not reveal confidential information about the FCA and its work, or information that relates to a regulated firm. A disclosure of information could lead to claims against the FCA under the Financial Services and Markets Act 2000 or the General Data Protection Regulations 2018. As per the information classification policy, staff cannot tweet about

anything considered to be FCA Restricted, Controlled Distribution or HSI.

You must not engage in public debate on any issue that relates to the FCA without prior authorisation from the press office and your line manager.

You must not criticise the FCA or your colleagues, even if you do not state that you work for the FCA.

Directors, HoDs and Managers are responsible for ensuring that staff are aware of and comply with these policies, and that potential policy breaches are investigated promptly, and dealt with under the FCA's Disciplinary Procedure. If you are unsure speak to your line manager or Director of Communications.

If you are found guilty of breaching the social media policy disciplinary action may be taken against you up to and including dismissal from the FCA in line with the Disciplinary Procedure.

## **1.9 Whistleblowing policy**

### **Background**

We expect those who work directly or indirectly for the FCA to maintain high standards, and we are committed to encouraging a culture in which individuals feel confident that they can raise concerns and challenge poor practice and behaviour.

All organisations face the risk of things going wrong from time to time, including the risk of illegal or unethical conduct. Whenever such a situation arises, usually the first people to realise or suspect it will be those who work in or with the organisation. A culture of openness and accountability is essential to prevent such situations occurring and to address them when they do occur. Where possible, we recommend you raise any concerns as soon as possible with your line manager or another member of the management team either informally or formally.

This policy aims to encourage individuals to report concerns in the knowledge that concerns will be taken seriously and investigated, provide guidance on raising concerns and provide assurances about how we protect whistleblowers.

Not all disclosures made under this policy will fall within the scope of protection under the UK whistleblowing legislation, the Public Interest Disclosure Act 1998 (PIDA). Whistleblowers who are covered by PIDA may make a claim to an Employment Tribunal if they are victimised because they have blown the whistle. PIDA applies to workers who make protected disclosures about specified topics, in the public interest. Public Concern at Work provide advice to people who are thinking about blowing the whistle, see - where can I get advice?

### **Who does this Whistleblowing Policy apply to?**

Our policy applies to all employees, officers, secondees, consultants, contractors, volunteers, interns, casual workers and agency workers. All these individuals should familiarise themselves with this policy.

It also applies to former employees and others whose work with or for the FCA has come to an end.

This policy takes account of the Whistleblowing Commission's Code of Practice for effective whistleblowing arrangements.

### **What is whistleblowing?**

For the purposes of this policy, a whistleblower is any person that has disclosed, or intends to disclose, a concern about any of the below (a reportable concern). This goes wider than PIDA.

Reportable Concerns can relate to suspected danger, risk, malpractice or wrong doing at

work which affects others. This may include, but is not limited to:

- a criminal offence, including bribery and corruption
- a failure to comply with any legal obligation
- a miscarriage of justice
- endangering the health and safety of any person
- damage to the environment
- unauthorised disclosure of confidential information
- breach of our Conflict of Interests policy breach of our internal policies and procedures
- behaviour that harms or is likely to harm the reputation or financial well-being of the FCA
- the deliberate concealment of any of the above

### **Examples of situations in which employees may blow the whistle**

Example 1: a former colleague, who supervised XYZ firm, starts work in the XYZ compliance division. You inherit his work and note there are no records of his visits to the firm. What should you do? Report this to your manager immediately. If the concern involves your manager, or you would prefer them not to know, you should report this to the Director of Internal Audit.

Example 2: you have a concern that could impact on the FCA's reputation, but do not want to raise it with the Director of Internal Audit as you are concerned they may be compromised in some way. What should you do? Report this to the Chair of the Audit Committee, or the Chairman of the Board.

### **Which procedure should I use?**

If you have a reportable concern, you should report it under this policy. For concerns regarding your own employment, or how you have been treated by your manager, you should use the FCA Grievance Procedure or the Equality Complaints Procedure (depending on the nature of your concern). If you are not satisfied with an outcome arising from the Grievance and Equality Complaints procedures, or with an outcome of a disciplinary or performance management process, then you should raise an appeal under the relevant procedure. It will generally only be appropriate to blow the whistle about an internal policy or procedure if you have genuine concerns about the overall effectiveness or efficiency of the procedure, rather than about the outcome of specific proceedings.

### **Where can I get advice?**

If you have any questions on the application of the policy or you are not clear whether something is within the scope of this policy you should seek advice from [internal.whistle@fca.org.uk](mailto:internal.whistle@fca.org.uk) or the Director of Internal Audit.

If you feel you need independent advice relating to whistleblowing, you may contact the independent charity - Protect (<https://protect-advice.org.uk/>) on 020 3117 2520. Protect gives free and confidential advice on whistleblowing matters. Please remember that you must not disclose any confidential information.

If you as an employee or a Line manager require any guidance with respect to whistleblowing please contact Internal Audit.

### **Reporting within the FCA**

If you have a reportable concern, you should raise it in person or in writing by contacting one of the following:

- your line manager

- the FCA confidential hotline, [internal.whistle@fca.org.uk](mailto:internal.whistle@fca.org.uk)
- the Director of Internal Audit (in person or in writing)

If you feel unable to do that, or feel they have not dealt with the matter appropriately, then you can raise it with the Chair of the Audit Committee (the Whistleblowers' Champion). If you are not able to raise it with the Chair of the Audit Committee, or through the other routes above, you should raise it with the Chairman of the Board.

Your identity will not be revealed without your consent. It is helpful to all parties if you can confirm you are a whistleblower under this policy.

The Champion does not have a day-to-day operational role in handling disclosures from whistleblowers, but you can contact them as a last resort. The Champion will acknowledge the disclosure and ensure that appropriate action is taken. See the Responsibilities section for more information on the role of the Champion.

### **What if I do not want to reveal my identity?**

We hope that individuals will feel able to voice their concerns openly under this policy. However, if you prefer to raise your reportable concern confidentially, we will do all we can to keep your identity secret except if this right is overridden by law. If it is necessary for anyone other than the original recipient of your disclosure to be aware of your identity we will discuss this with you before your identity is disclosed.

We do not encourage individuals to make disclosures anonymously. It makes a proper investigation more difficult if it isn't possible to obtain further information from the whistleblower. It can also be in a whistleblower's own interests for a proper audit trail to exist (records are held securely and access is strictly controlled). However anonymous disclosures of Reportable Concerns are accepted. You can raise something anonymously, in writing to the Internal Audit Director, or the Chair of AuditCo (c/o Board Secretariat) at the FCA's address.

### **What takes place during an internal investigation?**

Once you have raised a reportable concern, the recipient will acknowledge receipt and indicate next steps. This includes, where appropriate, the likely timescales and who will investigate your concern.

You will usually be invited to a meeting to discuss your concern, as part of an initial assessment to determine the scope of any investigation. You may be asked to attend subsequent meetings, to give you an opportunity to provide further information if appropriate.

You may bring a colleague or a trade union representative to any meetings. Duties of confidentiality will apply, and companions who do not work for the FCA must also respect confidentiality.

In most cases Internal Audit will investigate the whistleblowing report, and will conduct the enquiry. In some circumstances it may be appropriate for another area of the FCA or an external party to carry out the investigation (particularly if specialist knowledge is required). The role of the investigator is to establish whether something has gone wrong, and if it has, how the situation can be rectified. They may also make recommendations for change to enable us to minimise the risk of a recurrence.

You will be kept informed during the investigation and you will usually be informed of the outcome of the investigation. However, sometimes the need for confidentiality may prevent us from doing so, eg if disciplinary action is taken against somebody else then this will usually be confidential.

If we conclude that you have made false allegations maliciously or with a view to personal gain, you may be subject to disciplinary action.

### **What if I am not satisfied with the outcome?**

We cannot always guarantee that you will be informed of the outcome or be happy with the outcome, but we will always try and deal with your concern fairly and appropriately.

If you are not happy with the outcome you may raise it externally, see below.

### **Protection and support for whistleblowers**

We understand that whistleblowers are sometimes worried about possible repercussions. We wish to encourage openness and will support individuals who raise genuine Reportable Concerns under this policy even if they turn out to be mistaken.

Whistleblowers must not suffer detriment because they have raised a genuine concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment you should inform the HR Director or the Whistleblowers' Champion immediately.

Those who work in or for the FCA must not threaten or retaliate against whistleblowers in any way. If staff are involved in such conduct they may be subject to disciplinary action.

Confidential support and counselling is available to whistleblowers who raise concerns under this policy via the [Employee Assistance Programme](#). Support is also available from Staff Representatives.

### **Responsibilities**

Managers should make sure that their staff are aware of the policy and encourage a positive open working culture in which individuals feel comfortable expressing concerns. Reportable Concerns should be taken seriously and be dealt with in accordance with this policy.

The Whistleblowers' Champion is the Chair of the Audit Committee, who is also an independent non-executive director. The Champion has overall responsibility for ensuring and overseeing the integrity, independence and effectiveness of this policy, including for protecting whistleblowers.

The Internal Audit Director will make an annual report to the Board. This report will respect whistleblowers' confidentiality.

If an Employment Tribunal finds the FCA liable for unfair dismissal or detriment because of whistleblowing, the Whistleblowers' Champion will report the matter to the Treasury.

### **Reporting outside the FCA**

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying matters of concern. While it should not be necessary for whistleblowers to report the matter externally, we recognise that in some circumstances this may be appropriate. For the avoidance of doubt, it is possible to report internally and externally simultaneously or consecutively. In other words reporting a matter externally to Treasury or to other relevant bodies is not conditional on a report first being made using the FCA's internal arrangements, see the Other relevant bodies section. It may be beneficial to seek advice before reporting a concern to anyone external (see details for Public Concern at Work above).

The FCA is accountable to the Treasury and you may disclose Reportable Concerns to the nominated Treasury official, who is:

Director General of Financial Services  
HM Treasury  
1 Horse Guards Road  
London SW1A 2HQ  
Tel: 0207 270 4448

The Treasury will investigate in whatever way it considers appropriate, but is likely to contact the FCA, normally the Director of Internal Audit, to discuss the disclosure.

### **Other relevant bodies**



In some circumstances you can make protected disclosures to a 'prescribed person', see Public Interest Disclosure Act (1998). A list of prescribed persons and their remit can be found at [www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies](http://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies)

A member of the House of Commons is a prescribed person for all matters within the remit of any other prescribed person.

### **1.10 Monitoring**

The FCA's systems enable us to monitor email, internet and other communications. To carry out our legal obligations as an employer (such as ensuring compliance with the FCA's policies) and for other business reasons, we may monitor use of systems including telephone and computer systems and any personal use of them, by automated software or otherwise.

Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

### **1.11 Indemnity policy**

To the extent permitted by law, the FCA will indemnify you (provided that you are an employee of the FCA or someone who has been seconded to the FCA or are otherwise acting as a legitimate member of the organisation) against any liability you incur in connection with claims or proceedings brought against you for anything done or not done when working for the FCA. This indemnity applies whether proceedings are brought against you in the UK or overseas. The indemnity will cover any liabilities incurred in connection with such claims or proceedings, including any costs reasonably incurred in defending them, whether or not judgment is given in your favour. If you are seconded or assigned to another organisation while employed by the FCA, we will, wherever appropriate, as a pre-condition of any secondment, either:

- expressly confirm in writing that we will continue to indemnify you in line with the terms of this contract throughout the course of the secondment
- ensure that the organisation you are seconded or assigned to gives you an equivalent indemnity

The indemnity will not extend to any liability incurred by you:

- to the extent that you may be indemnified by any third party including under any policy of insurance for that liability
- as a result of any act or omission which is done or omitted to be done by you dishonestly or otherwise in bad faith or which is outside or inconsistent with the scope of your responsibilities under your Contract of Employment with, or the terms of your secondment to, the FCA

The indemnity is conditional on all of the following requirements. The indemnity will not apply if you fail to comply with them. The conditions are that you:

- do not disclose the existence of this indemnity to any claimant or potential claimant
- inform your manager within the FCA and the FCA Company Secretary in writing as soon as you become aware of any claim or the possibility of a claim against you or the FCA which might give rise to a liability to which this indemnity may apply
- do not discuss the relevant matter with any claimant or potential claimant unless authorised to do so by the FCA
- do not admit liability for yourself or the FCA
- do not try to settle or compromise or reduce or make any payment in respect of the claim or potential claim

- keep the FCA informed of all developments about any claim or potential claim including sending the FCA all documentation relevant to the claim or potential claim as soon as reasonably practicable following receipt
- give the FCA such information, co-operation and assistance as the FCA may reasonably request to enable the FCA to defend the claim or potential claim whether on your behalf or its own
- allow the FCA to conduct the defence of, and settle or compromise on such terms as it considers appropriate, any claim or potential claim
- do not seek outside legal advice except with the authority of the FCA General Counsel or Company Secretary
- inform your line manager within the FCA and the FCA Company Secretary of any discovery of suspicion, fraud or dishonesty by a past or present employee of the FCA or anyone claiming to act on our behalf

This indemnity will apply to any liability arising from any claim or potential claim which you notify to the FCA during your employment (or your secondment) and in the period of 6 years following its termination.

## **1.12 References policy**

Only the HR Division is authorised to provide employment references for existing or ex-employees of the FCA. You must not, in any circumstances, give employment or character references, whether in the FCA's name or otherwise, for existing or ex-employees. All requests for employment and financial references should be directed to the HR Helpline. For the avoidance of doubt, references will not be given for anyone who is or has been engaged by the FCA via a third party organisation.

Subject to the Enhanced references section of this policy below, the FCA is not able to give references for employees who left the organisation more than 10 years ago.

### **Standard FCA references**

All references provided by the HR Division will be in writing, follow a standard format and provide factual information such as:

- dates of employment with the FCA
- latest position held (eg associate) and latest division worked in

We will not provide verbal references, testimonials or open references (eg To Whom It May Concern).

### **Enhanced references**

If a prospective employer or an agent of that prospective employer asks the FCA to give an enhanced reference for an employee or ex-employee for a role that requires approval, certification or which is otherwise regulated in accordance with FCA or PRA rules and it is requested in accordance with that prospective employer's regulatory reference obligations, the FCA will provide one. The enhanced reference will disclose:

- any formal disciplinary action that the FCA has taken against that individual under the FCA's disciplinary policy, namely any written (first or final) warning or any dismissal under that policy. Such formal disciplinary action shall be disclosed if it took

place in the 6 years prior to the date at which the FCA receives the regulatory reference request (disciplinary actions that were issued before 1 November 2017 will not be disclosed). Disciplinary action for cases of serious misconduct shall be disclosed even if the misconduct occurred more than 6 years before the date on which the FCA receives the regulatory reference request

- any reduction in compensation due to the individual because of any formal disciplinary sanction having been issued against them. A reduction in such compensation will only be disclosed if it occurred in the 6 years before the date on which the FCA receives the regulatory reference request (but not if it occurred before 1 November 2017)
- in certain circumstances, the reference may also refer to the fact that the employee resigned part-way through a disciplinary process before any conclusion was reached or formal sanction issued

If new matters later come to light which, in the FCA's reasonable opinion, render the original reference materially inaccurate or incorrect or which the FCA reasonably considers would have been included in the reference if they had been known about at the time (including without limitation if new evidence of misconduct or serious misconduct comes to light), the FCA reserves the right to update the original reference.

This policy has been introduced to reflect the fact the FCA requires regulated firms to provide enhanced regulatory references in certain circumstances.

#### **Confirmation of employment letters**

For information about Confirmation of Employment letters for existing employees (eg for visa applications or financial references), please see the [Employment References](#) section on the Intranet.

### **1.13 Travel and expenses policy**

You should be familiar with the [travel and expenses policy](#) on the Intranet, and all employees should ensure that any out of pocket expenditure incurred on behalf of the company should be submitted in the Workday expense module within 30 days of incurring the cost and supported with the appropriate documentation. We will aim to pay all valid approved expense claims within 7 days of managers electronic approval and will send back via Workday any non-compliant claims within 3 working days of submission.

The travel and expenses Policy is comprehensive but it is not possible to set out the rules to accommodate every situation. You must adhere to the express terms in this policy but also exercise your judgement to ensure that all claims made are within the spirit of the policy. You should consider your corporate responsibility and be sensitive as to what is "reasonable" in view of the fact that the FCA is an independent public body, and considering Freedom of Information Act requests (FOIA), Value for Money (VFM) and other disclosures. If you are in any doubt, you should seek prior authorisation from your line manager or guidance from the [StaffExpenses@fca.org.uk](mailto:StaffExpenses@fca.org.uk) mailbox.

### **1.14 Environmental policy**

We are committed to minimising our environmental impact and becoming a leading example of a sustainable organisation. To achieve this we will maintain certification against the international standard ISO 14001:2015 Environmental Management Systems and also measure ourselves against the United Nations Sustainable Development Goals.

We review and publish our [Environmental Policy](#) statement annually which is approved by our Chief Operating Officer.

Detailed information on sustainability is contained in the FCA's Environmental Management Strategy, which is available on the [Environmental](#) pages on the Intranet. The document describes a systematic framework for managing the FCA's environmental aspects and impacts. It contains the policies, aims and objectives, resources, legislative constraints and accountabilities necessary to achieve our goals.

### **1.15 Dress code**

You must wear appropriate business dress, which is fit for purpose, while at work and outside working hours when representing the FCA. Importantly, colleagues must be able to exercise choice and control over their appearance and wear clothing which is safe, comfortable and appropriate both to the working environment and to their gender identity and expression. While you have discretion to decide what appropriate dress is, line managers retain responsibility for the interpretation and application of this.

### **1.16 Weekly timecards**

To measure corporate, divisional and departmental performance, and to ensure compliance with some of our health and safety obligations, all staff who meet the 'Headcount' definition (i.e. all employees, secondees, contractors and long-term agency temps) must complete weekly timecards on a timely and accurate basis. Data recorded should reflect actual hours worked by activity performed and be submitted by close of business on the first working day each week for the preceding week. If you are exempt from completing timecards, your line manager will tell you.

### **1.17 Ordering goods and services**

All orders for goods and services for the FCA are required to be made with an approved purchase order. All suppliers should be advised to quote the purchase order number on invoices and submit directly to the Accounts Payable department [accountspayable@fca.org.uk](mailto:accountspayable@fca.org.uk).

Orders should be created for the total value of goods / services inclusive of VAT.

If the total value of a purchase exceeds £30,000 (incl. VAT) the ordering department must contact the Procurement team before contacting the supplier.

### **1.18 Personal mail**

Personal mail and packages can be sent to the FCA's addresses, however we will not be responsible for its safe delivery and it may be opened for security purposes. When personal mail/packages are received the postroom will email you to inform you of your delivery, you must collect your item within 1 week. You may not use the FCA's stationery or postage for personal correspondence, but may send personal mail from the office provided that you pay for postage by affixing the appropriate stamp(s).

## 2. DEVELOPING YOU



One of our values is **Be Ambitious** - the determination to maintain high standards by challenging the status quo, delivering at pace, and being prepared for the future. Consistent with this value, the FCA supports the continuous development of its employees, enabled by the policies in this section of the handbook.

### 2.1 Probation

We believe a probationary period is important. It gives the employee the opportunity to understand what is required of them in their new role and to demonstrate the performance, behaviours and attendance levels required.

It also gives the organisation an opportunity to provide any training and coaching required and for the line manager and the employee to discuss progress in the role. The probation period allows the employee to ascertain whether this is the right role for them, and the FCA/PSR whether the employee is right for the role.

During the probationary period, you and your line manager should meet regularly to discuss how you are settling into your new role, how things are going and to identify any support that may be beneficial to the requirements of the role.

You will be required to complete a probationary period which is outlined in your contract of employment after which, unless you are advised to the contrary, your employment is confirmed.

If there are concerns about your performance, behaviour or attendance then your line manager will talk to you about these and seek to identify ways to support you to address such issues. The probationary period may be extended if your manager believes you need more time to show that you meet the required standards. If your line manager feels that insufficient progress is being made or that you are unable or unwilling to meet the requirements of the role, your employment will be ended.

### 2.2 Performance and career development (PCD)

The performance of the FCA in delivering its strategic aims relies on the performance of our people. We do this by ensuring that we have the right people, with the right capabilities, in the right roles and by providing development opportunities so that our people can both develop in role and progress their broader career aspirations.

At the FCA we use PCD to structure how we think and talk about work, and personal development, so that people can deliver at their best, learn and develop in line with their goals and career aspirations. Your objectives, job responsibilities and behaviours represent a set of work standards, and these standards are the basis for your PCD conversations over the course of the year. If you are unclear on the standards applicable to you, you should work with your line manager to establish clarity and commitment.

PCD happens throughout the year. It is not a just a 6 monthly formal review but is a continuous conversation between you and your line manager that often occurs through your regular one to one meetings. We all have a responsibility to manage our own performance through proactively seeking and learning from feedback and being open and honest in our performance conversations.

As well as frequent conversations with your line manager, often through your one to ones, we have 2 checkpoints (interim and year-end review) in the performance year in which we formally evaluate performance and consider your longer-term development and career aspirations.

Performance at the FCA comprises of delivery against objectives and broader role requirements and the extent to which your behaviour has aligned with our values. Strong performance in one area cannot compensate for another. We all need to perform to expectations across these areas.

As PCD is a continuous process, both you and your line manager need to have a clear understanding of how you are performing throughout the year. There should be no surprises at the formal check points. You should discuss with your line manager any support and development opportunities you need to help you perform to the best of your ability.

If at any stage, there are concerns you are not performing satisfactorily, a performance improvement plan may be put in place in accordance with the Performance Management Procedure.

There are many opportunities within the FCA to develop your skills and knowledge both on the job and through training and events. Further information about training, coaching, mentoring and other support on offer can be found on the [Intranet](#).

Your year-end performance rating helps inform decisions as part of the annual pay review. Further details can be found on the [Intranet](#).

### **2.3 Learning and development**

We are committed to the development of our employees as part of our Employee Value Proposition. Our internal and external development options and qualifications programmes support the development of colleagues in building the knowledge, skills and behaviours that are important to the FCA in achieving our goals and mission. We also offer support in obtaining formal qualifications or attending training or conferences. Please visit the relevant [Intranet](#) pages for further information.

#### **Mandatory training**

Alongside our commitment to continuous development, we also have mandatory training for employees. These mandatory topics are very important areas of knowledge, skills and behaviour. The topics include Health and Safety, Security, and Corporate Induction. Please see the [Intranet](#) pages for a full list. All employees must complete mandatory training assigned to them within the period specified. Non-compliance may result in disciplinary action.

#### **Investing time in your development**

Time for development is readily available for all employees. We provide facilities and resources to help you learn as well as time away from your role to attend training events, locally arranged knowledge sharing sessions, formal programmes and, where appropriate, time away from work for formal study.

Study leave is available for part-time, evening, distance learning and 'block-release' studies. There must be a business case for any 'block-release' or other time away from normal working hours, required as part of the study program.

On average, it is suggested that around 5 days paid study leave per annum would be appropriate. However, for certain industry qualifications, additional time off work to attend courses may be permitted.

Any proposed study leave should be agreed with your line manager before applying for the course as there may be business reasons why study leave cannot be approved or why it may be limited.

If you are undertaking study or training that you are paying for yourself, you have the right to apply for time off to study or train. Approval cannot be guaranteed and again you should

discuss your study leave requirements with your line manager before committing yourself to a course if possible. Further details can be found on the [Intranet](#).

Sponsorship for full-time study is not available.

## **2.4 Time off for public duties**

Employees are entitled to a reasonable amount of unpaid time off work to carry out the following public duties:

- a magistrate (also known as a justice of the peace)
- a local councillor
- a school governor
- a member of any statutory tribunal (for example an employment tribunal)
- a member of the managing or governing body of an educational establishment
- a member of a health authority
- a member of a school council or board in Scotland
- a member of the Environment Agency or the Scottish Environment Protection agency
- a member of the prison independent monitoring boards (England or Wales) or a member of the prison visiting committees (Scotland)
- a member of Scottish Water or a Water Customer Consultation Panel
- a trade union member (for trade union duties)

If you are unsure whether a public service that you perform is covered by this policy you should speak to the HR Helpline.

As soon as you are aware that you will require time off for public service you should notify your line manager in writing, providing full details of the time off you are requesting and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time (where possible at the beginning of each year).

Each request for time off will be considered by your line manager on its merits taking account of all circumstances. This will include how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the organisation's operations.

You must record your public duty absences via Workday, whether paid or unpaid, so that your manager can monitor the level of absence. Line managers should refer any requests beyond the guidelines set out in this policy to the HR Delivery Senior Manager. Although time off for public duties, including membership of local authorities may be granted, you will not be granted time off to engage in activities that support a political party. For example, to prepare, produce or distribute party political literature

### **Other voluntary public duties**

Certain public duties carry a statutory right to reasonable time off, but there is no legal obligation for the time to be paid. Your line manager may need to use their discretion in some circumstances, but our guidelines are as follows:

- magistrate duties and reserve forces activities: up to 10 days paid leave per year, in addition to any entitlement under the Corporate responsibility volunteering policy
- other public duties (including Special Constables): up to 5 days unpaid leave per year, in addition to any entitlement under the Corporate responsibility volunteering policy

### **Jury service**

You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.

Depending on operational demands, we may request that you apply to be excused from or defer your jury service.

We are not required by law to pay you while you are absent on jury service. The Court will advise you of the expenses and loss of earnings that you can claim. However, we will pay base salary to employees on jury service less any amounts you can claim from the Court for loss of earnings.

You should attend work on any days or half days when you are not required at Court.

### 3. REWARDING YOU



Our values are about setting high standards and holding ourselves to account for effective delivery. In particular, we need to **Be Ambitious** and **Act with Integrity** in order to build confidence and trust. At the FCA we aim for a high performance culture where employees are rewarded not only for their achievements but how they achieve them. The policies in this section of the handbook are consistent with this values-led approach.



#### 3.1 Salary and benefits policy

The FCA offers both financial and non-financial rewards as part of working at the FCA. The focus is on rewarding those who consistently deliver against objectives, make a significant overall contribution to the FCA's regulatory goals, and demonstrate the values and behaviours that the FCA expects and requires.

##### Elements of remuneration

All permanent and fixed-term employees are eligible to receive the following:

##### **Base salary ('pay')**

This is the salary for your role and determines all other benefits including pension contribution made by the FCA, flexible benefits allowance, overtime (if appropriate), A and sick pay. In addition, Performance Related Pay is determined with reference to both your salary and performance rating.

The FCA sets its base salaries using benchmarking data for the financial and non-financial sectors and the London and National geographical areas. As a general principle, salaries at the FCA are around the median for the relevant career family and grade level. This positioning is decided by a range of factors including, but not limited to, experience, skills and affordability. In any group of employees, we expect that there will be a range of salaries at, above and below the median of any given salary range.

Your salary will be paid on 23rd of each month into the bank or building society account you nominate. If the 23rd falls on a weekend or public holiday, your salary will be paid on the previous working day. Your payslip is available online through iPayview.

You must tell us about any changes to your bank or building society account by updating Workday. Any changes will be effective from after the next payroll processing cut-off date.

We reserve the right at any time and, in any event if your employment ends, to deduct from your pay any amounts that you owe, regardless of the reason for the amount owed. This can be from your base salary, annual leave pay, sick pay, maternity/adoption or shared parental payments and any other type of pay. Amounts that you owe may include season ticket loans or other loans, expenses allowance, annual leave taken in excess of entitlement, repayment of training expenses incurred under a sponsored study arrangement, a deficit of hours under the flexitime scheme, estimated value of any FCA property damaged by you, or the estimated value of any FCA property retained by you without permission when you leave.

We also reserve the right to deduct from your pay an amount equal to any allowance you receive while performing public service or on jury service.

Tax, National Insurance Contributions and any other statutory payments are deducted from your pay on a regular basis. We have a statutory right to make



other deductions from your pay, for example, if you owe money to the FCA due to any overpayment of remuneration or expenses, or in response to a court order.

If you resign, you will receive your P45 in the post after your final salary payment. You will be able to access your payslips on iPayview for up to 7 years.

### **Pension**

The FCA operates a non-contributory pension plan for all employees that offers pension benefits in the Money Purchase part of the Plan.

### **Core benefits**

All employees receive some core benefits outside of the Flexible Benefits Plan. In addition to core annual leave, these include life assurance, permanent health assurance and private medical insurance.

Base salary and core benefits are contractual elements and form part of your Personal Statement of Terms and Conditions of Employment.

### **Flexible benefits**

The FCA operates a Flexible Benefits Plan under which you will receive an amount of money each month (your 'flex account') which can be used for additional benefits to suit your needs and lifestyle.

### **Adjusted salary**

Your 'adjusted salary' is the term used to describe the amount that you are paid after applying any increase or reduction to your base salary because of the choices you have made for your Flexible Benefits Plan. If there are no adjustments resulting from the Flexible Benefits Plan, your 'adjusted salary' will be the same as your base salary.

For a full explanation of the Flexible Benefits Plan and how it works, please see the [Flexible Benefits Plan booklet](#).

### **Annual pay review including Performance Related Pay**

Salaries are reviewed annually with any increases usually taking effect 1 April. Any increase will be at the sole discretion of the FCA.

The specific eligibility criteria confirming which employees are eligible to participate in the annual review will be set out each year in the annual pay review guidance.

We will confirm any increase in salary in writing. You will not be eligible to receive any increase if you have given or received notice of termination of employment before the 1 April.

### **Retention payments**

The FCA recognises the need to identify and retain key skills to deliver our business plan. In some situations we may consider an additional payment to retain certain individuals.

## **3.2 Overtime policy**

In certain circumstances, you may be entitled to payment for work performed outside your normal working hours. Eligibility for overtime will be stated in your Personal Statement. Currently only those on the Professional Support contractual grade who are in the Professional Support or Senior Professional Support grade level are eligible for overtime.

Overtime will only be paid for pre-agreed project work or role-specific tasks that cannot be carried out during normal working hours, and other exceptional circumstances as agreed by your Director.

The following applies to overtime payments:

- you must get approval from your Director before working paid overtime
- claims must be made monthly, for overtime worked in the previous month, through [Workday](#)
- payments will be made through the payroll (the cut-off date for inclusion in the payroll is the first working day of the month)
- eligible full time employees will not be paid for overtime until they have worked at least 36 hours in a week, ie you must work 1 hour over your normal weekly working hours to be able to claim pre-approved overtime
- part time employees will be paid overtime at their normal hourly rate until they have worked 36 hours in a week (the equivalent for full time employees)
- once employees have worked 36 hours in a week, overtime payments will only be made for overtime of more than 1 hour in any day and for each completed period of 15 minutes worked thereafter, in accordance with the rates set out below

<b>Overtime rates for Professional Support and Senior Professional Support grade levels working 36 hours or more during 1 week</b>	
Monday to Friday	1.5 x pensionable salary hourly rate
Saturday, Sunday and Bank Holidays	2.0 x pensionable salary hourly rate

### 3.3 Out of hours working policy

Eligible Associates (with Associate benefits) in the Information Systems, Property & Workplace, or Corporate Security departments, may be eligible to be considered for paid overtime for out of hours working. Your Personal Statement will state whether you are eligible to receive paid overtime. There is no automatic entitlement to work and be paid for overtime.

Where possible, out-of-hours working, whether planned or unplanned, will be dealt with by use of rota/staggered hours. Additional hours worked, which cannot be accommodated in this way, will normally be compensated by time off in lieu. In exceptional circumstances, if other methods have been ruled out, Directors may use their discretion to allow overtime payments. Any overtime payments must be authorised by the Divisional Director before the relevant work is started.

Payment arrangements are currently as follows:

<b>Out of Hours Working</b>	
Monday to Friday	<ul style="list-style-type: none"> <li>• Time off in lieu wherever possible</li> <li>• If time off in lieu is not possible, after completion of 1 hour's overtime in any 1 day, payment will be made for each completed period of 15 minutes worked, at 1.5 x pensionable salary hourly rate. Payment will not be made for overtime of less than 1 hour in any day</li> </ul>
Weekends (attendance commencing between midnight Friday and 5am Monday) or public holidays	<ul style="list-style-type: none"> <li>• A flat rate payment of £80 plus</li> <li>• payment for each completed period of 15 minutes worked, at 1.5 x pensionable salary hourly rate</li> </ul>

## 4. SUPPORTING YOU



We believe in the power of collaboration, have deep respect for differences and recognise the benefits of active inclusion. These principles are embodied in our values **Work Inclusively** and **Connect & Deliver** which underpin the policies in this section of the handbook.



### 4.1 Corporate responsibility and diversity and inclusion

Corporate Responsibility (CR) at the FCA focuses on equality, diversity and inclusion (D&I), community engagement, sustainability and charitable fundraising for our 2 official charities.

#### Commitment to diversity and inclusion

Our overall commitment to diversity and inclusion is set out in the FCA Business Plan, diversity and inclusion strategy and objectives. All FCA staff are expected to show this commitment, as a minimum, through the FCA Capability Framework, and compliance with our Equal Opportunities and Respect at Work Policy.

##### **FCA senior management are expected to:**

- apply the [Positive Action Framework](#) in their daily management activities to help the organisation achieve its diversity and inclusion goals
- take seriously all complaints, whether raised informally or formally through the Equality Complaints Procedure, and take appropriate action
- protect anyone who makes a complaint in good faith about an equality matter, or acts as a witness or supports a colleague

##### **FCA staff, irrespective of job level, are expected to:**

- take personal responsibility for creating and maintaining a positive working environment in which, discrimination, victimisation, bullying and harassment are not tolerated, and where we treat each other with dignity and respect
- value difference and respect the contributions everyone makes to the FCA
- have a good level of understanding of our D&I obligations and behave as a representative of the FCA at all times, including the various ways we interact with others, at work-related social events and on social networking sites
- include D&I priorities within our business operations, policies, training and practices
- demonstrate behaviours set out in the FCA [Capability framework](#)
- undertake relevant D&I training (eg Diversity & Inclusion and Unconscious Bias eLearning, Recruitment eLearning and Successful Interviewing workshop)
- support the FCA, when requested, in the investigation of any complaints made under the Equality Complaints Procedure

## Volunteering

Employees can benefit from volunteering to build or practise new skills and capabilities. Volunteering also gives individuals rich insights into different communities which help us to better understand the communities we are part of, and the people who benefit from effective regulation of financial services.

We encourage our people to participate in volunteering and reflect this by allocating working hours to such initiatives. Full time employees can use up to 35 hours paid leave per financial year (pro-rated for part time employees), this should be recorded under the iTime code: CR0002 Volunteering or Fundraising. Please visit the Volunteering Pulse page for further information.

## 4.2 Equal opportunities and respect at work

We are committed to promoting equality, diversity and inclusion, providing a working environment free from harassment and bullying and ensuring that all staff are treated, and treat others with dignity and respect. To this end and to continue to make the FCA a positive place to work we want all staff to be clear about the behaviours and actions that are discriminatory and/or amount to bullying or harassment. We also want staff to feel comfortable raising issues under this policy as soon as possible, so that we can provide support and take appropriate action to resolve the situation.

You and job applicants will receive equal treatment regardless of age, disability, gender reassignment, gender identity or expression, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation ('protected characteristics').

This policy sets out our approach to equal opportunities and the avoidance and elimination of discrimination at work. It applies to all aspects of employment including recruitment, promotion, training, learning and development, access to facilities, reward and benefits, flexible working, disciplinary, performance management and grievance procedures and termination of employment. It also applies to the way in which we treat visitors, firms, suppliers and former members of staff and covers behaviour both at work and out of the workplace such as at work-related events or social functions.

We will not tolerate any form of discrimination based on any of the protected characteristics or any bullying or harassment in any area of our work. All staff have a duty to treat colleagues appropriately at all times.

This policy covers all individuals working for the FCA including all employees, contractors, consultants, agency workers and interns.

### Discrimination

You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with firms, suppliers or other work-related contacts), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

- (i) **Direct discrimination:** treating someone less favourably because of a protected characteristic (actual, perceived or through association). For example, rejecting a job applicant because of their religious views or because they might be gay.
- (ii) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular protected characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time may adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

- (iii) **Harassment:** this includes sexual harassment and other unwanted physical, verbal or non-verbal conduct related to a protected characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- (iv) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (v) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

### **Disabilities**

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your line manager and the HR Helpline to discuss any reasonable adjustments that would help overcome or minimise the difficulty. We may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

### **Harassment**

A single incident can amount to harassment. Harassment is unacceptable even if it does not fall within any of the protected characteristic categories.

Examples of harassment may include:

- unwanted physical contact ranging from touching to serious sexual or physical assault - invading someone's personal space may amount to harassment
- verbal conduct such as sexist, racist, ageist, homophobic, biphobic and/or transphobic comments or innuendo; derogatory remarks about any individual or group with one of the protected characteristics; offensive slogans, insults, comments of a personal nature; suggestive remarks, nicknames, inappropriate 'banter', jokes or language
- spreading rumours or gossip including speculating about someone's sexual orientation or gender identity or outing them
- purposefully ignoring someone's preferred pronoun
- unwanted non-verbal conduct, including sexually suggestive behaviour and/or gestures, staring and leering, or other unwanted sexual attention or advances
- the display, storage or circulation of offensive material (including information held on or accessed by computer) by whatever means
- conduct that threatens, ridicules, intimidates or abuses, undermines or undervalues an individual including derogatory or degrading remarks or insults, offensive comments about appearance or dress, spreading malicious rumours
- open aggression, obscenities, uncontrolled anger

- suggestions that sexual favours may result in career advancement or some other employment benefit (or that refusal of such suggestions may result in some form of detriment)
- unfair treatment, which might include deliberately excluding someone from social activities because they have or are perceived to have a protected characteristic or associate with a person who does

### **Bullying**

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- physical or psychological threats
- overbearing and intimidating levels of supervision
- inappropriate derogatory remarks about someone's performance

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers during their employment, will not amount to bullying on their own.

### **Complaints and support available**

You may experience or witness behaviours from an individual or group that you feel are unacceptable as set out in this policy. The Equality Complaints Procedure outlines various options available to you to raise concerns. We believe that, wherever possible, issues are best dealt with promptly and informally in the first instance.

Neither discrimination, bullying nor harassment will be tolerated by the FCA. Employees found to have discriminated, bullied and/or harassed are likely to face disciplinary action under our Disciplinary Procedure. Such conduct may amount to gross misconduct resulting in dismissal.

There must be no victimisation or retaliation against staff who complain about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

## **4.3 Trans inclusion policy**

We are committed to having a diverse and engaged workforce and recognise the need to respond to the differing needs of all our staff. We understand the importance of affording everyone dignity and respect in order that individuals feel included, add value and can flourish, fulfilling their potential without fear of discrimination, harassment or victimisation.

This policy is designed to assist in the recruitment and retention of trans individuals and provide information and support for all employees regarding trans, non-binary and gender identity.

Many individuals have an innate sense of being male or female, their gender identity matches their sex assigned at birth and they do not have any questions over their gender identity. However, there are a number of individuals whose gender identity does not match the sex they were assigned at birth and they may identify themselves as trans, non-binary and/or gender non-conforming. Some may undergo the process of aligning their life and/or physical identity to match their gender identity, and this is called transitioning.

Individuals all view themselves and their experience in a unique way, and will have personal preferences in terms of language, but for this policy, we use the umbrella term 'trans'.

We will seek to ensure that we:

- address any specific needs of our trans and non-binary staff throughout their employment (with specific, but not exclusive, reference to recruitment and transitioning at work)
- support any member of staff as they transition. Guidance is available on the Intranet under [HR Essentials](#)
- raise awareness and understanding among our wider staff group about trans, non-binary and gender identity, so that there is better insight in supporting staff with confidence
- treat all our staff as individuals without the need to reference gender identity or transgender
- undertake Equality Impact Assessments with specific reference to trans issues

All staff have a duty to act in accordance with this policy and to treat colleagues appropriately at all times and not to discriminate against, harass or victimise others, regardless of their status. Please make sure you are aware of your obligations in the Corporate Responsibility and diversity and inclusion policy.

Complaints related to this policy should be raised under the Equality Complaints Procedure. If complaints are about the conduct of third party agents or organisations who supply staff to the FCA, these issues will be raised with the relevant individual's employer to agree appropriate action.

#### **4.4 Equality complaints procedure**

Our Equal Opportunities and Respect at Work policy confirms our commitment to eliminating discrimination, victimisation, harassment (as defined by the Equality Act 2010) and bullying. Our Corporate Responsibility and diversity and inclusion policy outlines our expectations of employees in their behaviours to others through the FCA's Capability Framework.

If you feel you have been unlawfully discriminated against, or are the subject of bullying, harassment or victimisation, we encourage you to raise this as soon as possible. If we are made aware of the issues, we can address them appropriately, while providing you with the level of support that you need to address the situation. We understand that experiencing such situations can be difficult and upsetting. We want to provide a framework for dealing with such complaints in a way that makes you feel more comfortable.

This procedure explains in detail where you can get help and suggests several ways that you can raise any incidents that you experience or witness, either informally or as a formal complaint.

This procedure is separate from, but complementary to, our Grievance Procedure which is used for other employment-related complaints that are not connected to an equality/bullying matter. If your complaint contains elements that could relate to either Procedure, we will follow the Equality Complaints Procedure.

## **Informal steps**

If you believe you have been discriminated against or are being harassed or bullied, you should consider whether you feel able to raise the problem with the person informally.

You should speak to the person as soon after the event as possible, and explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or the HR Helpline, who can give confidential advice and assistance in resolving the issue formally or informally. Other options for resolving the matter informally include speaking to the person on your behalf, or a facilitated meeting between you and the other person led by an impartial third party such as a member of the HR Division.

If you are not certain whether an incident or series of incidents amounts to discrimination, bullying or harassment, you should initially contact the HR Helpline, the Equal Opportunities Officer, the FCA's [Employee Assistance Programme](#) or an SCC Representative for confidential advice. Other sources of support include a member of an appropriate staff network group or a trusted colleague.

If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below.

### **Stage 1: Raising a formal complaint**

If you wish to make a formal complaint, you should complete a grievance form and submit it to the Employee Relations team who will appoint an appropriate manager to hear your complaint. Grievance forms are available from the HR Helpline.

Your written complaint should set out:

- full details of the conduct in question
- the name of the perpetrator(s)
- the date and time and where such conduct occurred
- the names of any witnesses
- any action that has been taken so far to attempt to stop the conduct from occurring

As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all employees and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

### **Investigation**

We will take all complaints seriously, and investigate them sensitively, and in a timely and confidential manner. The investigation will be supported by a member of the HR team. The investigation should be thorough, impartial and objective, and carried out with sensitivity and respect for the rights of all parties concerned.

We will meet with you as soon as practicable so that you can explain your account of events. Ideally this will be within 10 working days of receiving your written complaint, subject to any prerequisite investigation and the investigator's availability. We may arrange further meetings with you as appropriate throughout the investigation. The meeting will be digitally recorded and you will be sent a copy of the transcript after the meeting.

We will also meet with the person who is the subject of your complaint to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.



It may be necessary to interview witnesses to any of the incidents mentioned in your complaint.

At the end of the investigation, we will produce a letter or report which sets out the findings and the outcome of the investigation and any recommendations. We will usually arrange a meeting with you to discuss the outcome and any action that is considered appropriate in the circumstances. We will aim to hold the meeting as soon as reasonably practicable - ideally within 20 working days of the investigation meeting with you. However, each case is different and there may be complexities which necessitate tailored and extended timelines to ensure a comprehensive investigation takes place. There may also be occasions where key participants in the process are not available, sometimes due to absence or pre-planned leave. In such cases, we will let you know and we will make every effort to complete the process as quickly as possible.

### **The outcome**

If your complaint is upheld in whole or in part, prompt action will be taken to address it. Where the perpetrator is an employee, the matter may be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. If they are a third party such as a supplier or other visitor, we will consider what action is appropriate.

Whether or not your complaint is upheld, we will consider how best to manage the working relationship between you and the person concerned. We may consider it appropriate to arrange some form of mediation and/or counselling or to change the working arrangements of one or both parties.

### **Stage 2: Appeal**

If you are not satisfied with the outcome you may appeal in writing to the Equal Opportunities Officer, stating your full grounds of appeal, within 10 working days of the date on which the decision was sent or given to you.

In your appeal submission, you should make it clear what areas of the original investigation you believe should be reconsidered. Suitable grounds for an appeal could include insufficient investigation of a point, failure to interview key witnesses, failure to consider evidence, failure to address an area outlined in the initial grievance, or a misunderstanding of evidence provided.

The Equal Opportunities Officer may nominate an appropriate manager to hear the appeal who has not been previously involved in the case.

A meeting will be held with you to discuss the grounds of your appeal. This will usually take place within 10 working days of receipt of your written appeal, subject to the need to carry out any further investigations arising from your grounds of appeal and the availability of the relevant individuals.

We will confirm our final decision in writing as soon as practicable, ideally within 20 working days of the appeal meeting, subject to the complexity of the investigation and the availability of key participants in the process. This is the end of the procedure and there is no further right to appeal.

### **Right to be accompanied**

You may bring a companion to any meeting under this procedure. The companion may be either an SCC Representative, another FCA colleague (not a member of HR) or a trade union representative. You should tell the assisting HR representative who your companion is in advance of the meeting.

If your chosen companion is not available for the meeting and will not be available for more than 5 working days afterwards, we may ask you to choose someone else.

## **Protection and support for those involved**

Participating in an investigation process, whether as a complainant, witness or respondent, can be a stressful and emotionally challenging time. We encourage you to seek support from your SCC Representative or our [Employee Assistance Programme](#) if you need someone to talk to.

Where your complaint is about an employee, we will consider whether it is appropriate to make any temporary changes to working arrangements pending the outcome of the investigation. For example, it may be appropriate to make changes to your duties, your working hours and/or your place of work or those of the person about whom you have complained to minimise contact between you during the investigation. Although our decision regarding any such changes will be final, as far as reasonably practical, we will seek to agree a suitable solution with all parties.

Where your complaint is about someone other than an employee, such as a contractor, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation. This will bear in mind the reasonable needs of the FCA and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

Employees who make complaints or who participate in good faith in any investigation under this procedure must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

If you believe you have suffered any such treatment, either during or after the investigation, you should inform your line manager, the HR Helpline, or the HR representative who assisted with the investigation, who will be able to advise you on next steps.

Information about a complaint and any investigation must be treated as confidential by all the employees involved.

Anybody who deliberately gives false information, attempts to interfere with the conduct of the investigation, or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

## **4.5 Grievance procedure**

We understand that sometimes employees may be unhappy about aspects of their working life. This procedure applies to all employees regardless of length of service and provides a framework for addressing any grievances relating to employment fairly and without unreasonable delay.

### **Using this procedure**

Issues that could cause grievances may include:

- terms and conditions of employment
- work relations
- working practices
- working environment
- organisational change

This Grievance Procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the Disciplinary Procedure.

We have a separate Equality Complaints Procedure if you have been the victim of discrimination, bullying or harassment. If your complaint contains elements that could relate to either procedure, we will use the Equality Complaints Procedure to hear your complaint.

We have a separate Whistleblowing Policy to enable employees to report illegal activities, wrongdoing or malpractice. However, if you feel you have been victimised for an act of whistleblowing, you may raise the matter under this Grievance Procedure.

### **Raising grievances informally**

Most grievances can be resolved quickly and informally. In the first instance you should discuss your concerns with your immediate line manager. If you feel unable to speak to your line manager then you should contact your line manager's manager or the HR Helpline. If this does not resolve the issue you should follow the formal procedure below.

### **Formal written grievances**

#### **Stage 1:**

To raise a formal grievance you must complete a grievance form and submit full details of your grievance to the Employee Relations team. Grievance forms are available from the HR Helpline.

An appropriate manager will be appointed and a meeting will be arranged for you to explain and discuss your concerns. The manager will be supported by an HR representative. We will aim to hold the meeting as soon as reasonably practicable, ideally within 10 working days of receiving your written grievance, subject to the availability of relevant individuals and any prerequisite investigation. We will digitally record the meeting and send you a copy of the transcript.

The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may be necessary to interview witnesses to verify the details mentioned in your complaint.

We will write to you following the final grievance meeting to inform you of the outcome of your grievance and any action that we intend to take to resolve the grievance. We will aim to write to you as soon as reasonably practicable, ideally within 20 working days of the investigation meeting with you. As each case is different, there may be circumstances where additional time is required. For example, due to the complexities involved, the level of investigation required and the availability of key individuals. In such cases, we will let you know and we will make every effort to complete the process as quickly as possible.

#### **Stage 2:**

If the grievance has not been resolved to your satisfaction you may appeal in writing to the Employee Relations Manager stating your full grounds of appeal. An appeal must be submitted within 10 working days of the date on which the decision was sent or given to you. The Employee Relations Manager will then appoint an appropriate manager who has not previously been involved in the case to hear your appeal, as well as an appropriate HR representative to assist the investigation.

In your appeal submission, you should make it clear what areas of the original investigation you believe should be reconsidered. Suitable grounds for an appeal could include insufficient investigation of a point, failure to interview key witnesses, failure to consider evidence, failure to address an area outlined in the initial grievance, or a misunderstanding of evidence provided.

We will hold an appeal hearing to discuss your appeal as soon as reasonably practicable. The meeting will be digitally recorded and a copy of the transcript will be sent you after the meeting. We will make a decision and confirm it in writing as soon as practicable, ideally

within 20 working days of the appeal meeting, subject to any further investigation that may be required. This decision will be final and there is no further right to appeal.

### **Right to be accompanied**

You may bring a companion to any meeting under this procedure. The companion may be either an SCC Representative, another FCA colleague (not a member of HR) or a trade union representative. You should tell the assisting HR representative who your companion is in advance of the meeting.

If your chosen companion is not available for the meeting and will not be available for more than 5 working days afterwards, we may ask you to choose someone else.

### **Protection and support for those involved**

Participating in an investigation process, whether as a complainant, witness or respondent, can be a stressful and emotionally challenging time. We encourage you to seek support from your SCC Representative or our [Employee Assistance Programme](#) if you need someone to talk to.

Employees who make complaints or who participate in good faith in any investigation under this procedure must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

If you believe you have suffered any such treatment, either during or after the investigation, you should inform your line manager or HR representative who will be able to advise you on next steps.

Information about an investigation or disciplinary matter must be treated as confidential by all parties.

Any person who deliberately provides false information, attempts to interfere with the conduct of the investigation, or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

## **4.6 Disciplinary procedure**

The aims of this Disciplinary Procedure are to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. If you have difficulty at any stage of the procedure because of a disability, you should discuss this with a member of HR as soon as possible.

### **Misconduct**

Examples of general misconduct include (but are not limited to):

- persistent poor time keeping
- failure to accurately record time/absences on time
- unauthorised absence and/or poor attendance record
- breach of the Information and systems acceptable use Policy
- failure to observe FCA procedures

- unreasonable refusal to follow reasonable instructions or work requests issued by a manager
- failing to deal promptly, efficiently and politely with third parties with whom you have dealings on behalf of the FCA
- rude or abusive behaviour
- failure to maintain effective working relationships
- failure to complete mandatory training

### **Gross misconduct**

Examples of gross misconduct include (but are not limited to):

- fraud, theft, dishonesty or obtaining or attempting to obtain an advantage at the expense of the FCA or any person, firm or organisation that is regulated by the FCA
- offering or accepting bribes under the Bribery Act 2010
- falsification of records, reports, accounts, expense claims or self-certification forms
- physical assault of another employee or member of the public
- damage to or deliberate misuse of company property including use of the Internet
- being under the influence of alcohol, drugs or other substances that impair performance or conduct while at work (including attending any event, whether social or otherwise at FCA premises or elsewhere)
- being convicted of any criminal offence (whether or not relating to employment), which in the opinion of the FCA, seriously undermines the FCA's confidence in you
- deliberate acts of discrimination, harassment, victimisation or bullying or instructing or aiding someone to commit an act of discrimination, harassment, victimisation or bullying in breach of the Equality of Opportunity Policy
- making false statements about one's own or another employee's work, the falsification of working papers, or the making of any statements likely to be detrimental to the reputation of the FCA
- misuse of the Whistleblowing Policy by knowingly raising false and malicious allegations
- subjecting a colleague to a detriment or otherwise victimising a colleague who has raised concerns, made a complaint or given evidence or information under the Whistleblowing Policy or under any other FCA policy or procedure
- repeated failure to comply with a reasonable work request including the request to complete mandatory training
- breach of the FCA's Conflict of Interests policy
- bringing the FCA into disrepute

### **Investigations**

An investigation allows us to establish a fair and balanced view of the facts about any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations

and will vary from case to case. In some cases, an independent manager or member of the HR Division will be appointed to investigate the allegations. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. Where appropriate, we reserve the right to move straight to a disciplinary hearing.

Investigative interviews are solely for fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held. We will record investigation meetings and any subsequent formal meeting that falls under this policy. A copy of the transcript will be provided to you afterwards.

You must co-operate fully and promptly in any investigation. This includes informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

### **Criminal allegations**

Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. If you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

### **Suspension**

In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our firms, suppliers, contractors or staff, unless you have been authorised to do so.

Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations.

### **Notification of a disciplinary hearing**

If we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and the likely range of consequences if we decide after the hearing that the allegations are true.

We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given at least 3 working days' notice of the meeting in order to prepare your case based on the information we have given you. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may offer you the opportunity to make written submissions and hold the disciplinary hearing in your absence.

### **Right to be accompanied**

You may bring a companion to any meeting under this procedure. The companion may be either an SCC Representative, another FCA colleague (not a member of HR) or a trade union representative. You should tell the assisting HR representative who your companion is in advance of the meeting.

If your chosen companion is not available for the meeting and will not be available for more than 5 working days afterwards, we may ask you to choose someone else.

## **Procedure at disciplinary hearings**

If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

The hearing will usually be chaired by a line manager, a Head of Department or a Director depending on your contractual grade and the nature of the allegations.

At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

We will inform you in writing of our decision and our reasons for it as soon as practicable.

## **Disciplinary penalties**

The usual penalties for misconduct are set out below. Each case will be assessed on its own merits.

You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

**Stage 1 - First written warning:** it will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

**Stage 2 - Final written warning:** it will usually be appropriate for:

- (i) misconduct where there is already an active written warning on your record
- (ii) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record

**Stage 3 - Dismissal:** it will usually only be appropriate for:

- (i) any misconduct during your probationary period
- (ii) further misconduct where there is an active final written warning on your record
- (iii) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

**Alternatives to dismissal:** in some cases we may, at our discretion, consider alternatives to dismissal. These may be accompanied by a final written warning. Examples include:

- demotion
- transfer to another department or job
- a period of suspension without pay

- loss of seniority
- reduction in pay
- loss of future pay increment
- loss of overtime

### **The effect of a warning**

Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

A first written warning will usually remain active for 6 months and a final written warning will usually remain active for 12 months.

We will keep a record of the warning on file but once it expires we will disregard it for disciplinary purposes.

Please see the FCA's Reference Policy about the disclosure of formal disciplinary sanctions in any enhanced reference given by the FCA in response to a request from a regulated firm for a regulatory reference. In certain circumstances, the reference may also refer to the fact that the employee resigned part-way through a disciplinary process before any conclusion was reached or formal sanction issued. Further information can be found in the Reference Policy.

### **Appeals**

If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the Employee Relations Manager within 5 working days of the date on which you were informed of the decision.

In your appeal submission, you should make it clear what areas of the original investigation you believe should be reconsidered. Suitable grounds for an appeal could include insufficient investigation of a point, failure to interview key witnesses, failure to consider evidence, or a misunderstanding of evidence provided.

If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity of employment or pay.

The Employee Relations Manager will be responsible for appointing an appropriate person who has not been previously involved in the case to hear your appeal. The appeal meeting will usually take place within 10 working days of receipt of your written appeal. We will give you at least 3 working days' written notice of the date, time and place of the appeal hearing.

The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

If we need to investigate further in the light of new points you have raised at the hearing we may adjourn the appeal hearing. You will be given a reasonable opportunity to consider any new information before the hearing is reconvened.

Following the appeal hearing we may confirm the original decision, revoke the original decision or substitute a different penalty.

We will inform you in writing of our final decision as soon as practicable. If possible we will also explain this to you in person. There will be no further right of appeal.



Information about an investigation or disciplinary matter must be treated as confidential by all parties.

#### **4.7 Performance management procedure**

The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.

It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

##### **Identifying performance issues**

In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions should be kept. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion and intervention has not resulted in a satisfactory improvement. Informal discussions should help:

- (i) clarify the required standards
- (ii) identify areas of concern
- (iii) establish the likely causes of poor performance and identify any training needs
- (iv) set targets for improvement and a time-scale for review

Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

##### **Formal stage**

###### **Notification of a performance review meeting**

If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a performance review meeting. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the meeting that your performance has been unsatisfactory. We will also include copies or a summary of any relevant information where appropriate.

We will give you written notice of the date, time and place of the performance review meeting. The meeting will be held as soon as reasonably practicable, but you will be given a reasonable amount of time (at least 3 working days) to prepare your case based on the information we have given you. We will digitally record the meeting and a copy of the transcript will be sent to you.

###### **Right to be accompanied**

You may bring a companion to any meeting under this procedure. The companion may be either an SCC Representative, another FCA colleague (not a member of HR) or a trade union representative. You should tell the assisting HR representative who your companion is in advance of the meeting.

If your chosen companion is not available for the meeting and will not be available for more than 5 working days afterwards, we may ask you to choose someone else.

## **Procedure at performance review meetings**

If you cannot attend the performance review meeting you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the meeting, and failure to attend without good reason may be treated as misconduct.

If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written submissions you have made.

The meeting will normally be held by your line manager and will normally be attended by a member of the HR Division.

The aims of a performance review meeting usually include:

- (i) setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered
- (ii) allowing you to ask questions, present evidence, respond to evidence and make representations
- (iii) establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement
- (iv) identifying whether there are further measures, such as additional training or supervision, which may improve performance
- (v) where appropriate, discussing targets for improvement and a time-scale for review
- (vi) if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal

A performance review meeting may be adjourned if we need to gather any further information or consider matters discussed at the meeting.

We will inform you in writing of our decision and our reasons for it, as soon as practicable after the performance review meeting.

The FCA's formal performance management procedure has 3 stages. In most situations the procedure will move from one stage to the next. There may, however, be occasions where this will not be the case and the process may start at any stage, including the third (and final) performance review meeting.

While any written warning is active, you are required to disclose the matter as part of any internal recruitment process, should you decide to apply for an advertised role.

### **Stage 1 performance review meeting: first written warning**

Following a stage 1 performance review meeting, if we decide that your performance is unsatisfactory, we will give you a first written warning setting out:

- (i) the areas in which you have not met the required performance standards
- (ii) targets for improvement
- (iii) any measures, such as additional training or supervision, which will be taken with a view to improving performance
- (iv) a period for review
- (v) the consequences of failing to improve within the review period, or of further unsatisfactory performance

The warning will normally remain active for 6 months. A record of the warning will be kept on file but it will be disregarded for any future performance review proceedings after 6 months.

Your performance will be monitored during the review period and we will write to inform you of the outcome:

- (i) if your line manager is satisfied with your performance, no further action will be taken
- (ii) if there has been insufficient improvement, the matter may be progressed to a stage 2 performance review meeting
- (iii) if there has been a substantial but insufficient improvement, the review period may be extended

### **Stage 2 performance review meeting: final written warning**

If your performance does not improve within the review period as discussed with your line manager, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a stage 2 performance review meeting. We will send you written notification as set out above.

Following a stage 2 performance review meeting, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

- (i) the areas in which you have not met the required performance standards
- (ii) targets for improvement
- (iii) any measures, such as additional training or supervision, which will be taken with a view to improving performance
- (iv) a period for review
- (v) the consequences of failing to improve within the review period, or of further unsatisfactory performance

A final written warning will normally remain active for 12 months. A record of the warning will be kept on file but it will be disregarded in any future performance review proceedings after 12 months. Your performance will be monitored during the review period and we will write to inform you of the outcome:

- (i) if your line manager is satisfied with your performance, no further action will be taken
- (ii) if your line manager feels there has been insufficient improvement, the matter may be progressed to a stage 3 performance review meeting
- (iii) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended

### **Stage 3 performance review meeting: dismissal or redeployment**

We may hold a stage 3 performance review meeting if we believe:

- (i) your performance has not improved sufficiently within the review period set out in a final written warning
- (ii) your performance is unsatisfactory while a final written warning is still active

- (iii) your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning
- (iv) your performance has sufficiently serious consequences for the FCA

We will send you written notification of the meeting.

Following the performance review meeting, if we find that your performance is unsatisfactory, we may consider a range of options including:

- (i) dismissal
- (ii) extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period)
- (iii) issuing a final written warning (where no final written warning is currently active);
- (iv) redeployment to an alternative suitable role, if one is available.

Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

#### **Appeals against action for poor performance**

If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the Employee Relations Manager within 5 working days of the date on which you were informed of the decision.

If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

The Employee Relations Manager will be responsible for appointing an appropriate person to hear your appeal. This will usually take place within 10 working days of receipt of your written appeal. We will give you at least 3 working days' written notice of the date, time and place of the appeal hearing.

A member of the HR Division will also be present at the appeal hearing. You may bring a companion with you to the appeal hearing (see above).

A hearing may be adjourned if we need to gather any further information or consider matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information before the hearing is reconvened.

Following the appeal hearing we may:

- (i) confirm the original decision
- (ii) revoke the original decision
- (iii) substitute a different penalty

We will inform you in writing of our final decision as soon as practicable following the appeal hearing. If possible we will also explain this to you in person. There will be no further right of appeal.

Information about a performance review procedure must be treated as confidential by all parties.

## **4.8 Redundancy policy**

The FCA will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. If a redundancy situation does arise, our priority is to find alternative roles for affected employees.

### **Avoiding redundancies**

We will always consider steps to minimise potential redundancies. Examples include:

- minimising the use of temporary and agency staff
- restricting recruitment
- providing retraining or redeployment to potentially affected employees
- any other appropriate steps taking into account the circumstances and operational requirements

### **Making compulsory redundancies**

When it is not possible to avoid making compulsory redundancies, we will advise all affected employees and, where appropriate, the Staff Consultative Committee ('SCC') that compulsory redundancies cannot be avoided. We will consult the SCC on the procedure that will then be followed and the criteria that will be applied.

In carrying out any redundancy exercise we will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, gender identity or expression, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

We will also consult individually with those employees who have been provisionally selected for redundancy.

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts and written confirmation of the payments that they will receive. Employees will be given the opportunity to appeal against this decision.

We will continue to look for alternative employment for redundant employees and inform them of any vacancies that we have until the date their employment is terminated. How potentially redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.

### **Enhanced redundancy payments**

If your role is confirmed as redundant and the FCA is not able to offer you alternative employment, a discretionary enhanced redundancy payment (inclusive of any statutory redundancy payment) will normally be granted subject to you signing a settlement agreement under which you agree to waive any legal claims you may have against the FCA.

For a settlement agreement to be valid it is a legal requirement for you to take independent legal advice on its terms and effect. The FCA will contribute towards your legal fees in this regard.

The FCA's priority is always to avoid redundancies and to retain its talent. To this end, we will work with you to identify alternative employment. You are expected to properly consider all offers of alternative employment. If we consider that you have unreasonably failed to co-operate with the redeployment process (including taking part in any trial period) you may cease to be eligible for any enhanced redundancy payment. A refusal or rejection of a role may also forfeit your entitlement to a statutory redundancy payment.

### **Re-employment**

The FCA will not re-employ an individual who has been made redundant from the FCA within a 12 month period from the date of termination of employment. Any re-employment beyond a 12 month period will require the prior approval of the HR Director and the Chief Operating Officer.

## **4.9 Parents and carers**

All the FCA's parents and carers policies apply to all eligible employees regardless of sexual orientation, gender identity or gender expression.

You will have access to FCA systems during your period of leave. You can select to either retain your laptop or access the system through Bring Your Own Device (BYOD). You can use your access to attend meetings, access documents or review work during your keeping in touch (KIT) days. You can also access Pulse or Workday (e.g. to access your payslip, benefits selection or the recruitment portal). Please note unless you are carrying out work during a KIT day you should not complete any other work during your leave as this may unintentionally trigger the end of your leave period.

### **4.9.1 Maternity policy**

We want to support all pregnant employees and help them prepare for the arrival of their baby. The information below explains what we offer in terms of time off, pay and support. Our policy includes statutory requirements as well as more generous occupational benefits.

You and your partner may also be eligible for Shared Parental Leave which gives you flexibility to share the leave and pay available after birth. However, you must take a period of 2 weeks' compulsory maternity leave first.

You should inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations. Please do this by submitting a Family Leave (Maternity) request via the absence area in [Workday](#) with your intended maternity leave dates so that HR can provide you with more information on the maternity process. The request will not go to your line manager, however your line manager will receive a notification from Workday to inform them that their direct report has submitted a Family Leave (Maternity) request and that we have been notified of a pregnancy. The request will also be recorded in your absence record, which your line manager will be able to view

The purpose of informing your line manager of a Family Leave (Maternity) request and the notification of a pregnancy is so that they can conduct a Maternity Risk Assessment with you. This is a requirement by law which will identify any preventative and protective measures which we need to take. Depending on the outcome of the assessment, an onward referral may be necessary into our occupational health service. We will take necessary steps to avoid any risks identified which affect your health and safety as an expectant or new mother, or that of your baby.

Please see the maternity leave flowchart below for the key information:

## Process for taking maternity leave

You are entitled to 52 weeks of maternity leave, regardless of your length of service. This is divided into 26 weeks of ordinary maternity leave ('**OML**') and 26 weeks of additional maternity leave ('**AML**') which must be taken immediately after OML.

**You are legally prohibited from working during the 2 weeks following childbirth.**



Before the end of the 15th week before the week that you expect to give birth ('**Qualifying Week**'), or as soon as reasonably practical afterwards, you must inform HR:

- that you are pregnant
- the week, starting on a Sunday, in which your doctor or midwife expects you to give birth ('**Expected Week of Childbirth – EWC**')
- the date on which you intend to start your maternity leave ('**Intended Start Date**')

You must provide a certificate from a doctor or midwife (usually a MATB1 form) confirming your EWC.



You are entitled to reasonable paid time off during normal working hours for antenatal care, irrespective of your length of service.

- Antenatal care includes medical appointments and others made on the advice of a registered medical practitioner, doctor, nurse, midwife or health visitor (eg parenting classes)
- Please give your manager as much notice as possible of the times when you will be absent from work. Your manager may ask to see confirmation of the appointment or supporting documentation.
- It is also helpful if you can try to arrange appointments as near to the start or the end of the working day as possible.



Shortly before your maternity leave starts, your line manager will discuss with you the arrangement for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.



You must give 28 days' notice of any change to your Intended Start Date, or give this notice as soon as reasonably practicable.



The earliest start date for maternity leave is the beginning of the 11<sup>th</sup> week before the EWC. Your leave will start on the earliest of:



Your Intended Start Date, as notified to us in accordance with this policy.



If you are absent from work with a pregnancy related illness during the 4 weeks before your EWC, unless we agree to delay it. You must notify us in writing as soon as possible.



The day after you give birth if this date is before your maternity leave was due to start. You must let us know the date of birth in writing as soon as possible.

## **Maternity pay**

Statutory Maternity Pay (SMP) is payable for up to 39 weeks. It stops being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if:

- (i) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- (ii) your average weekly earnings during the 8 weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
- (iii) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth (EWC);
- (iv) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- (v) you are still pregnant 11 weeks before the start of the EWC or have already given birth

SMP is calculated as follows:

- (i) the first 6 weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period
- (ii) the remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower

If you do not qualify for SMP you may be entitled to claim state Maternity Allowance. The HR Helpline will give you information on how to make a claim.

## **Occupational maternity pay**

If you qualify for SMP, we will enhance this to 100% pay in the first 20 weeks of your maternity leave.

## **Repayment of season ticket loans during maternity leave**

Repayments of any season ticket loans will continue to be deducted on a monthly basis from your maternity pay.

## **Terms and conditions during OML and AML**

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

- (i) any period of maternity leave (OML and AML) counts as a period of continuous employment for statutory and contractual purposes
- (ii) the contractual benefits in kind which you were receiving immediately before you began your maternity leave will continue
- (iii) annual leave entitlement under your contract will continue to accrue. You should use up your accrued annual leave before you start OML or before you return to work at the end of your leave



period (where possible in the same holiday year) before returning to work, ie add your annual leave onto the end of OML or AML

- (iv) we will continue to pay contributions to the FCA Pension Plan on your behalf for the duration of your maternity leave

Please see the Salary and Benefits Policy for further information about the annual pay review in connection with maternity leave.

### **Keeping in touch**

During your maternity leave you may use Keeping in Touch (KIT) days to keep up to date with what has been happening whilst you have been out of the office, to attend a training course or meeting; to complete a project or to help you settle back into work gradually at the end of your maternity leave.

You may work for up to 10 days during maternity leave without bringing your maternity leave or SMP to an end (Keeping in Touch or KIT Day). This is not compulsory, however, how and when you use your KIT days must be discussed and mutually agreed with your line manager. Your manager must enter your KIT days in workday in order to receive payment. In any case, you must not work in the 2 weeks following birth.

### **Returning from maternity leave**

Once you have notified us via [Workday](#) of your intended start date of maternity leave, we will send you an acknowledgment email with further information and timelines. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we will send you an email within 28 days of the start of maternity leave with a revised expected return date.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return.

If you wish to return to work earlier than originally intended, you need to give your manager at least 8 weeks' written notice, so we can prepare for your return. You must also inform the HR Helpline by emailing HR Helpline before the 1st working day of the month you intend to return to work so that your salary can be reinstated.

If you wish to return later than the expected return date, you should either:

- (i) request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible
- (ii) request paid annual leave in accordance with your contract, which will be at our discretion

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

### **Deciding not to return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

### **Your rights when you return**

If you have taken OML, you have the right to return to the same job as you held before starting leave. However, you may be given a different job of equal standing and on no less favourable terms if you have taken any period of AML; shared parental leave which when combined with maternity leave amounts to total leave of more than 26 weeks; or any period of at least 4 weeks' parental leave in addition to OML, and it is not reasonably practicable for us to allow you to return to the same job.

### **Breastfeeding**

We provide facilities to those who are breastfeeding and need to express milk during the working day. If you are based in Stratford, you can use the nursing suite in the wellbeing suite.

### **Flexible working**

If you wish to vary your working pattern on return from maternity leave, we will consider your request in line with the Flexible Working Policy. You might wish to mention to your manager before you go on maternity leave that you are interested in applying to work flexibly on your return. Bear in mind that you may need to attend meetings at the office so that your request can be properly considered. If you want the changes to take effect on your return from maternity leave, you should make your application in good time before your return, using the flexible working request application form which the HR Helpline will be able to send to you or you can access the application form in [Workday](#) - About Me during your maternity leave.

#### **4.9.2 Paternity leave policy**

The FCA is committed to supporting all spouses, civil partners, and partners during and after the birth or adoption of a child.

#### **Time off for accompanying a pregnant person for antenatal care**

You may take paid time off during your normal working hours to attend up to 2 antenatal appointments if you are going to be the parent of that child. Please give your manager as much notice as possible. You may be required to provide confirmation of the appointment.

#### **Paternity leave**

Please see the flowchart below for key information:

## Process for taking paternity leave

You are entitled to three weeks of paternity leave (please see next section for **pay** eligibility), regardless of your length of service. This can be taken in separate one-week blocks.

Paternity leave can be taken at any time in the 52 weeks after birth/placement.

You are eligible for FCA enhanced paternity pay (inclusive of Statutory Paternity Pay) if:

- you have continuous employment for 26 weeks ending with the 15<sup>th</sup> week before the baby is due (or the week in which the adopter is notified in writing of being matched with a child)

and:

- you are the child's biological father or the partner/spouse of the mother or of someone who had been matched with a child as the Primary Adopter by an adoption agency,
- you have or expect to have main responsibility (with the child's mother or co-adopter) for the child's upbringing, or
- are the child's biological father and expect to have some responsibility for the child's upbringing.

If the above requirements are not met, you will not be eligible for either enhanced or statutory paternity pay during your paternity leave.

You will not be eligible for paternity leave if you have already taken SPL for the same child or if you decide to take adoption leave in adoption cases.

You should inform your line manager as soon as possible on your intention to take paternity leave. You must raise a paternity leave request via [Workday](#) giving at least 28 days' notice or as soon as you reasonably can stating:

- the EWC or expected placement date;
- the date on which you would like leave to commence; and
- the duration of the leave (1, 2 or 3 weeks)

As soon as possible after your baby's birth you should inform the HR Helpline in writing of the actual date of birth. In the case of adoption, as soon as possible after the placement of your child you should inform HR in writing of the actual date of placement.

If you intend to take SPL straight after your paternity leave please notify us at the same time or at least **8 weeks** before you intend to start your SPL. See the SPL flowchart for more information.

You may vary the start date of your paternity leave by updating this in Workday . You are required to provide the following notice:

- if you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, at least **28 days** before the first day of the EWC or the expected placement date;
- if you wish to start your leave on a specified number of days after the child's birth or placement, at least **28 days** (minus the specified number of days) before the first day of the EWC or the expected placement;
- if you wish to start your leave on a specific date that is different to the original start date you informed us of, at least **28 days** before that date.

If the above notice is not possible, you must give notice as soon as is reasonably practicable. You cannot take paternity leave before the birth of your baby or placement of your child.

## **Paternity pay and terms and conditions during paternity leave**

Subject to the eligibility requirements set out in the flow chart, if you take paternity leave in accordance with this policy, you will be entitled to receive Statutory Paternity Pay (SPP) if you have average weekly earnings at or above the lower earnings limit set by the government. Where you are eligible to receive SPP, the FCA offers an enhanced paternity pay scheme of 100% of your salary (inclusive of SPP) for up to 3 weeks. Your contract of employment and benefits will continue throughout the paternity leave.

## **Shared parental leave**

In some cases, you may be eligible to opt into the shared parental leave scheme which gives you and your partner more flexibility to share the leave and pay available in the first year. Details are in our shared parental leave policy.

## **Flexible working**

On returning to work, you may want to consider a more flexible working arrangement to help manage the demands of family and work. You should discuss this with your manager before you go on paternity leave. If you would like to change your working arrangements on return from paternity leave, you should make a request in line with the flexible working policy in good time before you would like the arrangement to start, using the flexible working request application form in Workday About Me.

### **4.9.3 Adoption and surrogacy policy**

We want to support adoptive and surrogate parents during and after the adoption or surrogacy process. Our policy includes statutory requirements as well as enhanced benefits which we are committed to providing.

If you are the primary adopter, you can take leave in accordance with this policy. If you are the partner of the primary adopter, you may take leave in accordance with the paternity leave policy.

## **Adoption leave process**

Please see the flowchart below:

## Process for taking adoption leave

You are entitled to 52 weeks of adoption leave, regardless of your length of service. This is divided into 26 weeks of ordinary adoption leave ('**OAL**') and 26 weeks of additional adoption leave ('**AAL**') which must be taken immediately after OAL.

Only 1 parent can take adoption leave. If your spouse or partner takes adoption leave with their employer you will not be entitled to adoption leave but you may be entitled to paternity leave and/or SPL.

**Adoption:** you are entitled to adoption leave if you meet all the following conditions:

- you are adopting a child through a UK adoption agency, or you are a local authority ('LA') foster parent who has been approved as a prospective adopter;
- the adoption agency or LA has given you written notice that it has matched you with a child, or that it will be placing a child with you under a fostering for adoption arrangement, and tells you the date the child is expected to be placed into your care (Expected Placement Date ('EPD')); and
- you have notified the agency that you agree to the child being placed with you on the EPD.

If you are adopting through an overseas agency please contact HR for information.

**Surrogacy:** you are entitled to adoption leave if all the following conditions are met:

- a surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you; and
- you expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within 6 months of the child's birth.

**Notification of adoption:** No more than 7 days after the agency or LA notifies you in writing that it has matched you with a child (or as soon as reasonably practicable), you must raise an adoption leave request via [workday](#) specifying:

- the EPD;
- your intended start date for adoption leave (Intended Start Date (ISD)); and
- the date that you expect to return to work (Expected Return Date).

We will write to you within 28 days to confirm your leave dates. You must provide us with a copy of the matching certificate issued by the adoption agency once you receive it.

**Notification of surrogacy:** You must raise an adoption leave request via [workday](#) specifying the expected week of childbirth ('EWC') and the Expected Return Date. You must provide us with this information by the end of the 15th week before the EWC, or as soon as is reasonably practicable.

We will write to you within 28 days of receiving your notification to confirm your leave dates. When the child is born you must tell us the date of birth.

You are entitled to reasonable paid time off during normal working hours to attend up to 5 adoption appointments (appointments arranged for you to have contact with a child who is to be placed with you for adoption, meetings relating to placement, panel meetings or for any other purpose related to adoption) irrespective of your length of service.

For surrogacy cases, you may take paid time off to attend 2 meetings with the birth mother or to attend antenatal appointments with her.

- If you are adopting more than one child under the same process, this is treated as 1 adoption and will not increase the number of appointments you can take time off to attend.
- Please give your manager as much notice as possible of the times when you will be absent from work. Your manager may ask to see confirmation of the appointment or supporting documentation.
- It is also helpful if you can try to arrange appointments as near to the start or the end of the working day as possible.
- Your manager may ask to see your appointment card before time off is agreed.

Shortly before your adoption leave starts your line manager will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

**Adoption:** OAL may start on a predetermined date up to 14 days before the EPD, or on the date of placement itself, but no later. If you want to change your ISD please update this in [workday](#). You should give at least 28 days before the original ISD (or the new ISD if you are bringing the date forward). We will then write to you within 28 days to confirm your amended leave dates

**Surrogacy:** OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

### **Adoption pay and terms and conditions during adoption leave**

Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

- (i) you have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child (Qualifying Week) and are still employed by us during that week;
- (ii) your average weekly earnings during the 8 weeks ending with the Qualifying Week (Relevant Period) are not less than the lower earnings limit set by the government; and
- (iii) you have given us the relevant notifications set out above.

SAP is calculated as follows:

- (i) the first 6 weeks: SAP is paid at the Earnings-related rate of 90% of your average earnings over the Relevant Period;
- (ii) the remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-related rate if this is lower.

If you qualify for SAP, we will enhance this to 100% pay in the first 20 weeks of OAL.

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

- (i) any period of adoption leave (OAL and AAL) counts as a period of continuous employment for statutory and contractual purposes
- (ii) benefits in kind will continue
- (iii) annual leave entitlement under your contract will continue to accrue. You should use up your accrued annual leave before you start OAL or before you return to work at the end of your leave period (where possible in the same holiday year) before returning to work
- (iv) we will continue to pay contributions to the FCA Pension Plan on your behalf for the duration of adoption leave

Please see the Salary and Benefits Policy for more information on the annual pay review in connection with adoption leave.

### **Keeping in touch**

We would like to keep in touch with you from time to time during your adoption leave and your line manager will discuss the arrangements of this with you prior to the commencement of your leave.

You may work (including attending training) for up to 10 days, paid at your normal daily rate, during adoption leave without bringing your adoption leave to an end (Keeping in Touch or KIT Days). This is not compulsory and must be discussed and agreed with your line manager.

### **Disrupted placements**

If your child's placement ends during the adoption leave period, you will be able to continue adoption leave for up to 8 weeks after the end of the placement.

### **Returning from adoption leave**

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. We will expect you back at work on your expected return date unless you tell us otherwise.

If you wish to return to work earlier than the expected return date, you need to give your manager at least 8 weeks' advance written notice.

If you wish to return later than the expected return date, you should either:

- (i) request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible; or
- (ii) request paid annual leave in accordance with your contract, which will be at our discretion

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

### **Deciding not to return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

### **Your rights when you return**

Where you have taken OAL, you have the right to return to the same job as you held before commencing leave. However, you may be given a different job of equal standing and on no less favourable terms if you have taken any period of AAL; shared parental leave which when combined with adoption leave amounts to total leave of more than 26 weeks; or any period of at least 4 weeks' parental leave in addition to OAL, and it is not reasonably practicable for us to allow you to return to the same job.

## **Flexible working**

If you wish to vary your working pattern on return from adoption leave, we will consider your request in line with the Flexible Working Policy. You might wish to mention to your manager before you go on adoption leave that you are interested in applying to work flexibly on your return. Bear in mind that you may need to attend meetings at the office so that your request can be properly considered. If you want the changes to take effect on your return from adoption leave, you should make your application in good time before your return, using the flexible working request application form which the HR Helpline will be able to send to you or you can access the application form in Workday - About Me during your adoption leave.

### **4.9.4 Shared parental leave**

Shared Parental Leave (SPL) enables eligible parents to choose how to share the care of their child during the first year after the child's birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for their child.

This policy sets out the rights and responsibilities of eligible employees who wish to take SPL and receive Shared Parental Pay (ShPP). Both parents should ensure that they liaise with their respective employer as early as possible.

#### **Definitions**

The following definitions are used in this policy:

**Adopter** means an individual who has had or will have a child placed with them for adoption by an adoption agency as the 'primary' adopter and who is eligible for statutory adoption leave and/or statutory adoption pay (SAP).

**Expected Week of Childbirth (EWC)** means the week, beginning on a Sunday, during which the Mother's doctor or midwife expects her to give birth.

**Mother** means the mother or expectant mother of the child who is entitled to statutory maternity leave, statutory maternity pay (SMP) or maternity allowance (MA).

**Partner** means one of two people who will share the main responsibility for the child's upbringing who is the spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Placement Date** means the date on which the child is placed for adoption.

**Qualifying Week** means the week, starting on a Sunday, during which the adoption agency notifies you that you have been matched with a child for adoption.

#### **Entitlement**

SPL can only be shared between the Mother/Adopter of the child and their Partner. Both the Mother/Adopter and Partner must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

To take SPL, you must satisfy the eligibility criteria. To see if you are eligible, use the eligibility flowchart on the following page:



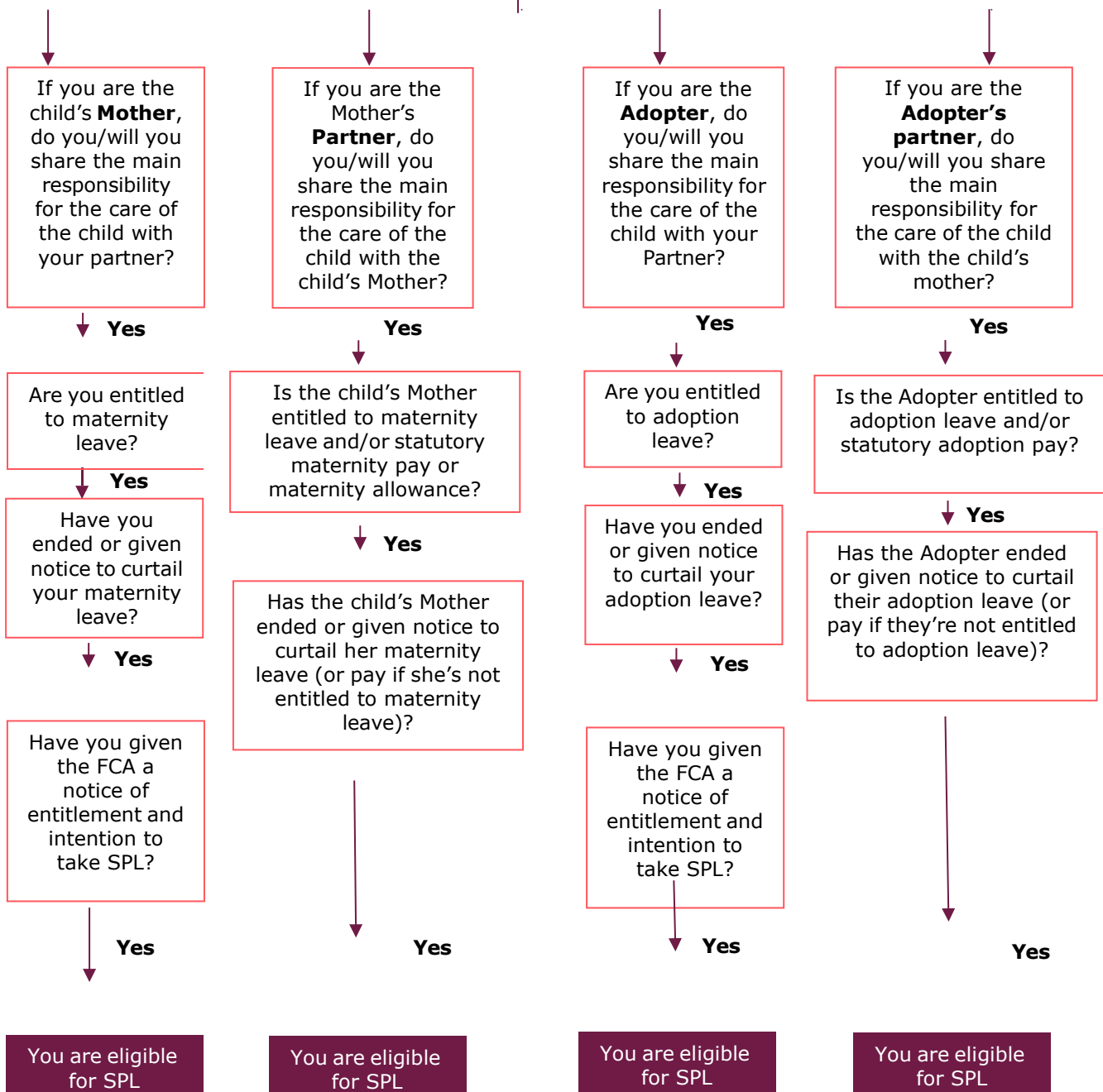
## Eligibility for SPL

### The Continuity Test

Do you have at least 26 weeks continuous' service with the FCA at the end of the 15<sup>th</sup> week before the child's EWC (in birth cases) or at the end of the Qualifying Week (in adoption cases) **AND** will you still be employed by the FCA in the week before the leave is to be taken?

### The Employment and Earnings Test

Has your partner worked (either in an employed or self-employed capacity) for at least 26 of the 66 weeks (does not need to be 26 continuous weeks) before the EWC (in birth cases) or before the Qualifying Week (in adoption cases) and had average weekly earnings of £30 during 13 of those weeks?



## **Amount of SPL available**

The total amount of SPL available is 52 weeks less the weeks spent by the Mother/Adopter on maternity or adoption leave (or the weeks in which the mother has been in receipt of SMP or MA or SAP).

## **When can SPL start?**

SPL can start as follows:

- In birth cases - the Mother can take SPL after taking the compulsory 2 weeks of maternity leave following the birth of the child.
- In adoption cases - the Adopter can take SPL after taking at least 2 weeks of adoption leave.
- The Partner can take SPL at any time following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as this entitlement will be lost if SPL is taken first). Where a Mother/Adopter gives notice to end their maternity/adoption leave at a specified future date the Partner can take SPL while the Mother/Adopter is still using their maternity/adoption entitlements.

SPL will generally commence on your chosen start date as specified on your booking notice (see Booking flowchart below) or in any subsequent variation notice.

## **How can SPL be taken?**

You must take any SPL within 52 weeks of the birth/placement of the child. Any SPL not taken before the first birthday or first anniversary of placement for adoption is lost.

SPL can only be taken in complete weeks but may begin on any day of the week.

You can request to take SPL as 1 continuous period or as a number of discontinuous periods of leave.

A continuous period of leave means a number of weeks taken in a single unbroken period (for example, 6 weeks in a row). If you request a continuous period of leave, you have the right to take this leave as long as you meet the eligibility and notice requirements.

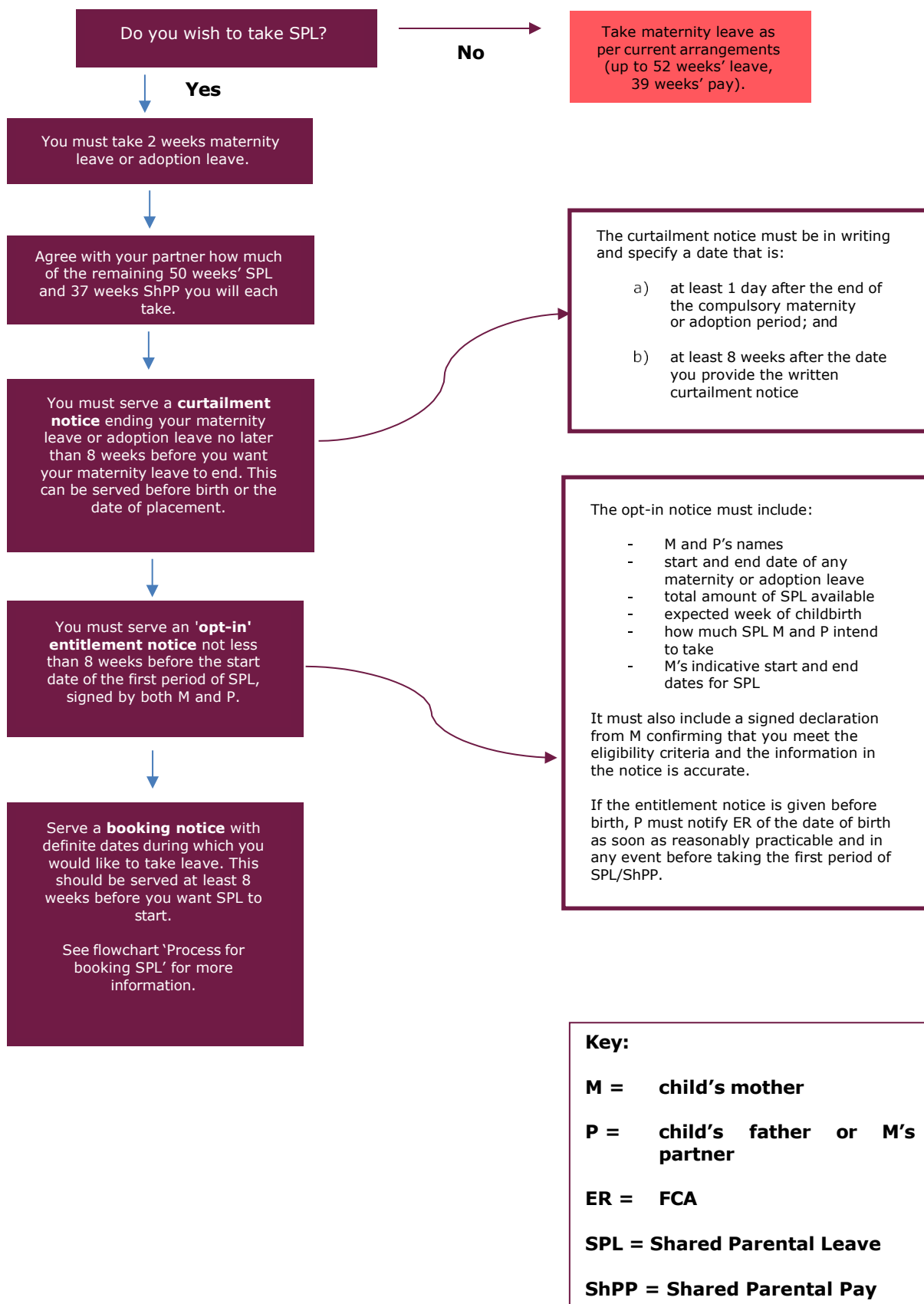
A discontinuous period of leave means a set number of weeks of leave over a period of time, with breaks between the leave where you return to work (for example, an arrangement where you will take 6 weeks of SPL and work every other week for a period of 3 months). We will consider any request for discontinuous leave in line with the process set out below.

## **Notification requirements**

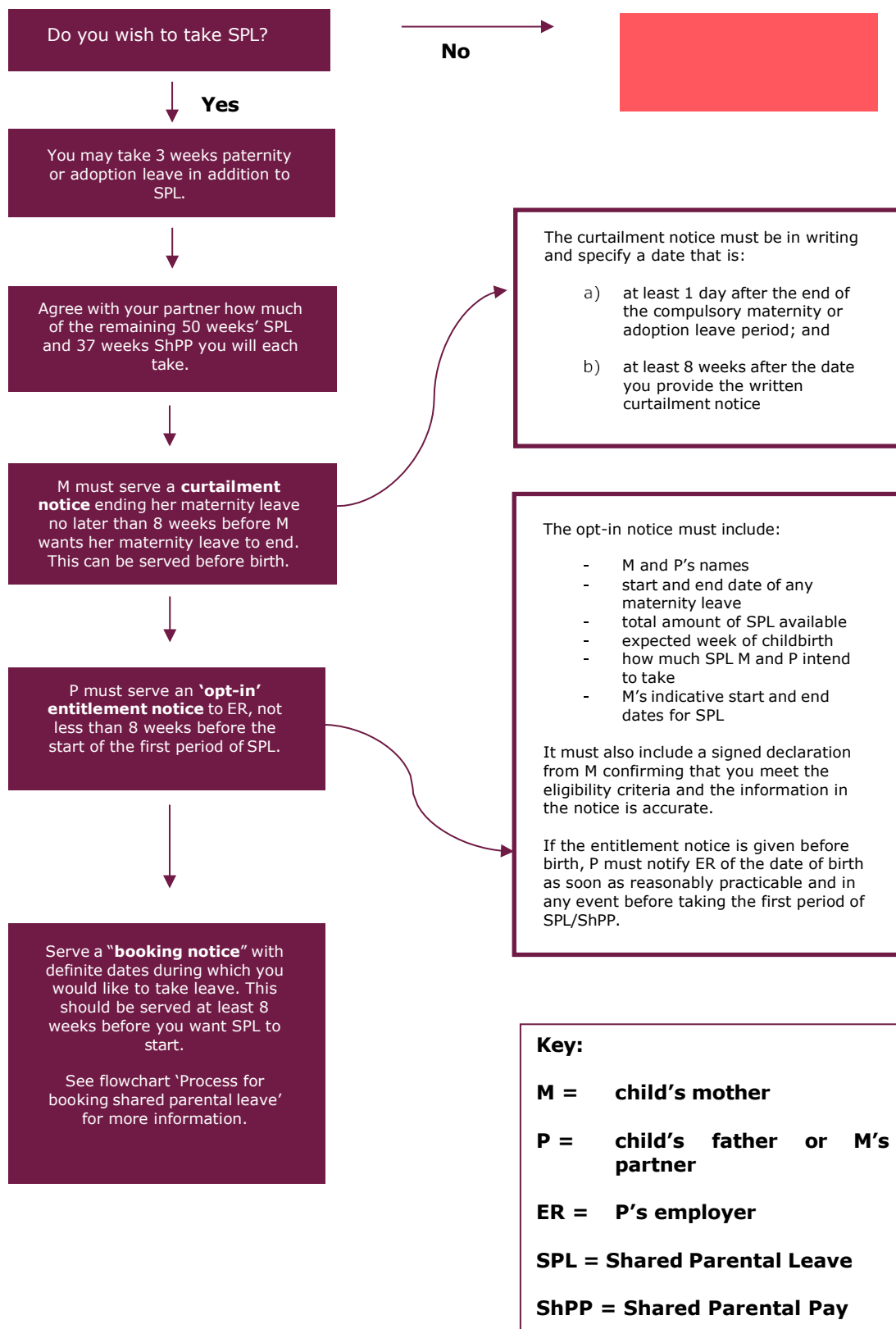
If you are considering taking SPL you are encouraged to contact the HR Helpline to arrange an informal discussion as early as possible regarding your potential entitlement, to talk about your plans and to enable us to support you.

There are 3 written notifications that must be made. Please see the relevant Notification flowchart and the Booking flowchart.

## SPL notifications - Mother or primary Adopter



## SPL notifications - child's father or Mother's Partner



## Booking SPL

Not less than 8 weeks before the start of any period of SPL: you must give a booking notice of your intention to take a period of SPL setting out start and end dates of each period of SPL requested in that notice. You may submit up to 3 separate booking notices, although notice to vary or cancel a period of leave will count as one of your booking notices in most cases.

Where the booking notice covers more than one period of SPL, a 2 week 'discussion period' follows during which:

- (a) we can agree the request
- (b) we can refuse the leave requested/propose alternative dates
- (c) you can withdraw notice, provided an agreement has not already been reached.

Where the booking notice covers a single period of leave, SPL begins on the date stated in the booking notice.

On or before the 13<sup>th</sup> day after the day the booking notice was given, has your manager agreed the leave requested or agreed alternative dates with you?

**Yes**

Did you withdraw notice before your manager agreed either the dates in the booking notice or alternative dates?

**No**

SPL begins on the dates stated in the booking notice or the alternative date agreed with your manager.

**No**

You may withdraw notice no later than the 15<sup>th</sup> day after it was given.  
Have you withdrawn notice in the time allowed?

**Yes**

SPL does not take place and the booking notice does not count towards the limit of 3.

**Yes**

**No**

The total amount of leave requested must be taken in one continuous period, even if your initial request was for multiple periods of leave.

You may notify your manager of the date you want SPL to start no later than the 18<sup>th</sup> day after the original booking notice was given. The start date must not be less than 8 weeks after the original notice was given.

**Yes**

SPL begins on the date notified

Have you notified your manager of start date in the permitted timeframe?

**No**

SPL starts on the start date of the first period of leave in the original booking notice.

If you have already given us 3 booking notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave, subject to the needs of the business.

Any variation or cancellation notification made by you, including notice to return to work early, will usually count as 1 of your 3 booking notices, reducing your right to book/vary leave by 1. However, a change as a consequence of a child being born early, or as a result of the FCA requesting it be changed and you being agreeable to the change, will not count as 1 of your 3 booking notices. Any variation will be confirmed in writing by the FCA.

### **Premature birth/early placement**

Where the child is born or placed early (before the beginning of the EWC in birth cases) or Qualifying Week (in adoption cases), you may be able to start SPL in the 8 weeks following birth or Placement even though you cannot give 8 weeks' notice provided you notify us in writing of the change as soon as you can. If your period of SPL contained a start date which is a set number of days after birth, rather than a set date, then no notice of change is necessary.

### **Shared parental pay**

During SPL your usual remuneration is replaced by ShPP if you are eligible to receive it. You may be able to claim ShPP for up to 39 weeks less any weeks of SMP/SAP or MA already claimed by you or your Partner. It is up to you as the parents to agree who is paid the ShPP and how it will be apportioned between you.

To qualify for statutory ShPP you must have at least 26 weeks' continuous employment with the FCA at the end of the 15th week before the EWC (in birth cases) or at the end of the Qualifying Week (in adoption cases) and your average earnings must not be less than the lower earnings limit in force for national insurance contributions.

Any statutory ShPP due will be paid at a rate set by the Government for the relevant tax year.

**To check whether you are eligible for statutory ShPP please use the following online tool:** <https://www.gov.uk/pay-leave-for-parents>

If you qualify for statutory ShPP, the FCA will also pay you enhanced ShPP, at the rate of 100% normal base salary, for weeks 1-20 immediately following the birth/placement of the child. Enhanced ShPP is only paid if you are receiving statutory ShPP for the same period. Any period of enhanced maternity, adoption or paternity pay for the same child will count towards your enhanced ShPP entitlement.

If you and your Partner are both employed by the FCA, and are entitled to enhanced ShPP, you should agree how you wish to split the enhanced pay between you (as the FCA will only enhance a maximum of 20 weeks' pay per couple) whether that be under the maternity/adoption policies or SPL policy.

All the terms and conditions of your employment remain in force during SPL, except for the terms relating to pay. In particular:

- (i) any period of SPL counts as a period of continuous employment for statutory and contractual purposes
- (ii) benefits in kind will continue
- (iii) annual leave entitlement under your contract will continue to accrue. You should use up your accrued annual leave before you

start SPL or before you to return to work at the end of your leave period (where possible in the same holiday year) before returning to work

- (iv) we will continue to pay contributions to the FCA Pension Plan on your behalf for the duration of your SPL

Please refer to the Salary and Benefits Policy for more information on the annual pay review in connection with SPL.

### **Shared Parental Leave In Touch (SPLIT) days**

We would like to keep in touch with you from time to time during your SPL. We will discuss these arrangements with you before the start of your leave.

You may work (including attending training or team meetings) for up to 20 days during SPL without bringing your SPL to an end. This is not compulsory and must be discussed and agreed with your line manager.

You will be paid your normal daily rate of pay for the time spent working on a SPLIT day.

### **Returning to work**

Your return to work date will be the first working day after the end of the period SPL specified in your booking notice.

If you wish to return to work before the expected end date of your SPL period, you need to give your manager at least 8 weeks' advance written notice, so we can prepare for your return. This will count as 1 of your 3 SPL booking notices. If you have already used your 3 booking notices then the FCA is not required to accept your request to return to work early and we may postpone your return date until 8 weeks after you gave us this notice.

The job that you will be entitled to return to will be as follows:

- (i) after 26 weeks leave or less (including any maternity/paternity/adoption or SPL) - you will be able to return to the same job on the same terms and conditions as if you had not been absent
- (ii) after more than 26 weeks leave (including maternity/paternity/adoption or SPL or if you took SPL consecutively with unpaid parental leave of more than 4 weeks) - you will return to the same job on the same terms and conditions if this is reasonably practicable. If not, you will be entitled to return to a suitable and appropriate alternative job on terms which are no less favourable than your previous terms and conditions

### **Postponement of return to work**

If you wish to return later than the expected return date, you should either request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days, or request paid annual leave in accordance with your contract, which will be at the FCA's discretion.

If you are unable to return to work at the end of your SPL period due to sickness or injury, the Sickness Absence Policy and procedure will apply.

Failure to return on the expected return date for any other reason will be treated as unauthorised absence.

## **Deciding not to return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your Contract of Employment. The amount of SPL left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot withdraw your resignation without our agreement.

## **Flexible working**

If you wish to vary your working pattern on return from SPL, we will consider your request in line with the Flexible Working Policy. You might wish to mention to your manager before you go on SPL that you are interested in applying to work flexibly on your return. Bear in mind that you may need to attend meetings at the office so that your request can be properly considered. If you want the changes to take effect on your return from SPL, you should make your application in good time before your return, using the flexible working request form which the HR Helpline will be able to send to you or you can access the application form in Workday About Me during your SPL.

## **Fraudulent claims**

Where there is a suspicion that fraudulent information/evidence may have been provided by an employee in respect of any request for SPL and/or ShPP or where the FCA has been informed by HMRC that a fraudulent claim was made, the FCA will investigate this matter under the Disciplinary Procedure which may lead to disciplinary action being taken against you up to and including dismissal.

### **4.9.5 Parental leave policy**

We recognise and respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

#### **Eligibility**

To take a period of parental leave in relation to a child you must:

- (i) have legal parental responsibility for a child under the age of 18; and
- (ii) have completed 1 year's qualifying service with the FCA by the time you want to take the leave

#### **Length of leave**

The law provides that you may take up to 18 weeks of unpaid leave per child, subject to the eligibility requirements above. Any parental leave taken while working for another employer counts towards the 18 weeks entitlement. You may take this leave at any time up until the child's 18<sup>th</sup> birthday and a maximum of 4 weeks' leave per child may be taken per year. Parental leave is for each child so, for example, if you have two children you may apply to take 4 weeks' leave per child per year (pro-rated for part time employees).

The FCA will normally provide you with more flexibility when taking parental leave by giving you the option to take up to a **total** of 18 weeks' parental leave in relation to one or more children in 1 calendar year (pro-rated for part time employees) unless:



- this immediately follows a period of other extended leave (for example, maternity or adoption leave or career leave) or
- you wish to take parental leave in respect of 5 or more qualifying children in which case you are entitled to take up to 4 weeks' leave per child (and thus exceed the usual maximum of 18 weeks in 1 calendar year)

### **Taking parental leave**

You can choose to take parental leave any time up until the child's 18th birthday. You must give your line manager notice of your intention to take parental leave.

You must take your parental leave in blocks of whole weeks, except in the case of children with disabilities, where you can request odd days.

You must give us 21 days' notice by completing the Unpaid Parental Leave request via Workday .

We can postpone your leave (see below) except when you give notice to take it immediately after the time your child is born or is placed with your family for adoption.

We may ask you to confirm that you are the parent or the person who is legally responsible for the child. Any such request will be reasonable and we will not check your entitlement every time you ask for leave.

### **Postponement of parental leave**

If your manager believes your absence would unduly disrupt the business, or where other circumstances dictate, we may postpone your leave by up to 6 months. Your manager will discuss this with you and confirm the postponement arrangements in writing within 7 days after your notice to take leave. This will give the reason for the postponement and set out the new dates of parental leave. The length of the leave will be equivalent to your original request.

When you apply to take parental leave immediately after the birth or adoption of a child, the FCA cannot postpone the leave.

### **Pay and terms and conditions during parental leave**

Parental leave is unpaid and your contractual terms relating to pay and benefits (save as set out below) are suspended during parental leave. For the duration of your leave, you will not be paid salary or your flex monthly account. Please note that, if your leave commences **after** the first working day of the month, you will be paid your full monthly flex account for that month regardless of the day in the month your leave commences ie the allowance will not be pro-rated. If your leave commences **on** the first working day of the month, you will not receive your monthly flex allowance. On return from your leave and to receive the full monthly flex allowance you will need to return to work by the 1st working day of the month. If your return to work is after the 1st working day of the month, you will receive your full monthly flex amount with effect from the following month. It will not be pro-rated or backdated.

You will continue to receive the following benefits during your leave:

- (i) core life assurance (2x salary)
- (ii) statutory holiday (28 days including bank holidays for full-time employees) continues to accrue

- (iii) death in service benefits associated with being a member of the FCA Pension Plan (if applicable)

Please refer to the Salary and Benefits Policy for more information on pay and benefits in connection with parental leave.

Your continuous service will not be affected by your choice to take parental leave.

### **Returning from parental leave**

At the end of parental leave, you have the right to return to the same job if you take 4 weeks or less of leave. If you take more than 4 weeks parental leave (or if you take a shorter period of leave but immediately after additional maternity leave/adoption leave), you are entitled to return to the same job or if that is not reasonably practicable, to a suitable and appropriate alternative role on terms which are no less favourable.

## **4.10 Domestic abuse policy**

We want to have a working environment that promotes the view that violence against people is unacceptable and everyone has the right to a life free from abuse in any form. Domestic violence is wholly unacceptable and inexcusable behaviour, and responsibility for domestic violence lies with the perpetrator.

### **Definition**

Domestic abuse is often seen as just physical abuse however in this policy, domestic abuse is defined as 'any incident of controlling, coercive or threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between individuals over 16 who are, or have been, partners or family members including children, regardless of gender or sexuality.'

For example:

- **Physical abuse** would include punching, slapping, hitting, biting, pinching, kicking, pulling hair out, pushing, shoving, burning or strangling.
- **Emotional abuse** is any use of words, voice, action or lack of action meant to control, hurt or demean another person. Emotional abuse typically includes ridicule, intimidation or coercion. Verbal abuse is included within this and covers name-calling and use of abusive language, constant criticism or humiliation, disproportionate anger and irrational blaming of the other person. It can include making excessive calls to work or ignoring someone. The perpetrator may then deny the abuse is happening and/or blame the recipient.
- **Financial abuse** is the use or misuse of the financial or other monetary resources of the other person. Common examples of financial abuse include controlling shared resources such as bank accounts, withholding money, hiding assets or forging someone's signature on financial documents.

### **Support**

We will be supportive of anyone who has been subjected to domestic abuse, in terms of their existing employment or career development and we aim to enable employees experiencing domestic abuse to remain productive and at work.

We will make every effort to assist an employee experiencing domestic abuse. If an employee needs to be absent from work due to domestic abuse, the length of the absence will be determined by the individual's situation through collaboration with the employee and their line manager and will be in line with other current policies such as flexible working, unpaid leave, parental leave or compassionate leave. We will actively provide support to employees to try to minimise any risk to their safety while at work, if they make it known to us that they are experiencing domestic abuse.

Confidentiality will be maintained and information restricted to those who need to know. However, there are some circumstances in which confidentiality cannot be assured. These

are when there are concerns about children or vulnerable adults or where an employer needs to act to protect the safety of employees.

If you are the victim of domestic abuse, your line manager can support you by listening and talking through options available to help you remain productive at work. You can speak with the HR Helpline confidentially about any additional support you may require, and Occupational Health can provide advice on any mental or physical health concerns you may have. You can also contact the confidential [Employee Assistance Programme](#) helpline.

In cases where both the victim and perpetrator of domestic abuse work for the FCA we will take appropriate action. Employees charged or convicted in court because of domestic violence and abuse should declare this formally.

#### **4.11 Further support**

The FCA is committed to supporting you at all times. Friends, family, colleagues and your manager can often help and support you when times are tough but sometimes you need someone impartial to talk to or someone who can provide you with information and independent or professional help.

##### **4.11.1 Employee Assistance Programme**

Our Employee Assistance Programme (EAP), provided by Care First, offers counselling and practical information to all employees (not their relatives or friends) on a range of work and personal issues. It is free of charge and available 24 hours a day, 7 days a week and 365 days a year.

You can contact Care First on the freephone number 0800 015 5630 and on the Care First website.

##### **4.11.2 Network groups**

Our [network groups](#) have an important role in our diversity and inclusion agenda. They provide our people with a platform to share experiences and develop solutions to improve policy and practice on diversity and inclusion within the FCA.

We currently have seven [network groups](#) each representing our diversity strands:

- [Spectrum](#) (BAME)
- [Embrace](#) (Disability)
- [InsideOut](#) (LGBT+)
- [Balance](#) (Gender)
- [Carers Network](#)
- [Multi Faith Network](#)
- [International](#)

## 5. WORK LIFE BALANCE



We recognise that maintaining a work life balance is essential for employees' health and personal relationships, and it can also increase productivity at work. These beliefs are embodied by our value **Work Inclusively** which underpins our range of Wellbeing Programmes and the policies in this section of the handbook.

### 5.1 Annual leave policy

#### Your annual leave entitlement

The organisation's annual leave (holiday) year runs from 1 June to 31 May. If your employment starts or finishes part way through the annual leave year, we will calculate your entitlement during that year on a pro-rata basis.

Your core annual leave entitlement is as set out in your contract of employment.

The first 4 weeks of leave you take in any holiday year will be your statutory leave entitlement in line with the Working Time Regulations 1998.

As set out in this policy, you must take at least your statutory annual leave entitlement (28 days' annual leave inclusive of public and bank holidays for full time employees, pro-rated for part time employees) during the annual leave year in which it accrues. Statutory leave may only be carried over to another annual leave year:

- in cases involving long-term sickness absence
- in cases of maternity, paternity, adoption, parental or shared parental leave
- if otherwise required by law

Any additional core annual leave – or extra days purchased through the Flexible Benefit Scheme – can be carried over into the next annual leave year. This is subject to line manager approval and provided that your total annual leave entitlement for any annual leave year does not exceed 46 days (including public and bank holidays) or 38 days (excluding public and bank holidays), pro-rated for part time employees.

#### Taking annual leave

All annual leave must be approved in advance by your line manager. We will try to accommodate all reasonable requests for annual leave, taking particular care to accommodate requests for special reasons and events. Please give as much notice as possible and at least twice the length of the leave requested (for example, 10 days' notice for a request for 5 days' leave). You should not make travel bookings until approval has been given.

We encourage you to take at least 1 break of 2 consecutive working weeks within each annual leave year as this allows you to take a break from work to support your physical and mental wellbeing.

Requests for annual leave in excess of 2 working weeks will require more detailed discussion with your manager to assess the impact of your absence and ensure that business needs can be met. Where there are genuine business reasons, it may not be possible to approve such a request.

#### Sickness during periods of annual leave

If you are sick or injured during a period of annual leave and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of annual leave.

You will only be paid sick pay if you comply with our Sickness Absence Policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad.

Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

## **Long-term sickness absence and annual leave entitlement**

Annual leave entitlement continues to accrue during periods of sick leave.

If you are on a period of sick leave which spans 2 annual leave years, or if you return to work after sick leave so close to the end of the leave year that you cannot reasonably take your remaining days, you may carry over unused annual leave to the following leave year.

- Carry over under this rule is limited to the 4 week minimum holiday entitlement under UK law (which includes bank holidays), less any leave taken during the holiday year that has just ended
- If you have taken 4 weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule
- If you have taken less than 4 weeks, the remainder may be carried over under this rule. For example, a full time employee who has taken 2 weeks' holiday plus 2 bank holidays before starting long-term sick leave can only carry over 1 week and 3 days. Any annual leave carried over under this rule but not taken within 18 months of the end of the annual leave year in which it accrued will be lost.

Alternatively you can choose to take your 4-week minimum paid annual leave during your sick leave, in which case you will be paid at your normal rate.

## **Family leave and annual leave entitlement**

Annual leave entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).

If you are planning a longer period of family leave that is likely to last beyond the end of the annual leave year, you should discuss your annual leave plans with your manager in good time before starting your family leave. You should unless not reasonably practicable, use up your remaining annual leave before you start your family leave as annual leave should be taken in the current annual leave year. If any annual leave entitlement for the year that cannot reasonably be taken before starting your family leave it can be carried over to the next annual leave year.

Annual leave accrued whilst on family leave should also be taken before you return to work, at the end of your family leave period. Essentially adding your annual leave to the end of your family leave to ensure you remain within the maximum of 38 days (pro-rated) (including any days carried over) in any annual leave year (excluding public bank holiday).

## **Arrangements on joining and leaving the FCA**

If you join the FCA part way through the annual leave year, your leave entitlement will be pro-rated.

On termination of employment you may be required to use any remaining annual leave entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken annual leave entitlement for the current leave year to date, plus any annual leave carried over from previous years under this policy or as required by law. You are entitled to be paid at a full-time rate of 1/260th of your base salary for each day of untaken entitlement (prorated for part-time workers). If you have taken more annual leave than you have accrued, a deduction will be made from your final salary payment.

You will only receive payment for accrued but untaken statutory annual leave entitlement if you are dismissed for gross misconduct or you leave the FCA without giving notice in line with your contract of employment. Further, any leave you have already taken during that final leave year will be deemed to be statutory leave (up to a maximum of 28 days).

## **Part-time employees**

If you work on a part-time basis you are entitled to bank and public holidays on a pro-rata basis to reflect the number of days per week which you normally work.

Please see [Pulse](#) for further details on your entitlement.

## 5.2 Time off for personal circumstance

### Our approach

We understand that all colleagues have responsibilities outside of work and that unexpected events can happen to all of us. Our aim is to support colleagues to balance their personal and work responsibilities, including where they have ongoing caring responsibilities or when they face certain unexpected or distressing events in their personal life.

### Policy statement

This policy reflects and exceeds all relevant legislative requirements. We are proud of the support it offers to colleagues in ensuring that they can strike a positive work-life balance throughout their employment with us.

We know that not all family set ups are the same, we do not all attach the same importance to different relationships as each other, we do not all process grief or trauma in the same way, and we do not all share the same faith or beliefs. Requests will be considered sensitively and sympathetically, acknowledging this difference while aiming to achieve fairness and equity.

We recognise that matters covered by this policy may be deeply personal and can be difficult to talk about in a work environment. We are committed to fostering a workplace culture where colleagues can safely discuss these matters. Colleagues are encouraged to be open and honest with their managers, so that we can make sure they can access the support available.

This policy provides for up to 10 days' paid leave (pro rata) at line manager discretion and a further 10 days' paid leave (pro rata) with additional approval from the head of department (HoD) or director, in any rolling twelve-month period, for the following purposes:

- carer leave
- challenging personal events
- compassionate
- dependant emergencies
- domestic abuse
- domestic emergencies
- miscarriage and baby loss
- parental bereavement

For colleagues with ongoing caring responsibilities, this policy exists to provide some additional time away from work to help them balance their personal and work responsibilities.

For colleagues dealing with unexpected events, this policy exists to support them through the initial impact of such events. It complements other policies that exist to support with any ongoing impact, such as annual leave, statutory unpaid parental leave, sickness absence, career leave or flexible working.

While we want to support colleagues wherever possible, we must also make sure we have adequate business and operational capacity. Therefore, we reserve the right to decline leave requests in full or in part, where there is a justifiable business reason to do so, if the colleague is still able to work.

Any misuse of the leave entitlements outlined in this policy, or any fraudulent or negligent provision of information, will be regarded as misconduct and dealt with under the Disciplinary policy and procedure.

This policy applies to all employees, irrespective of length of service.

The accompanying [procedure](#) sets out the process for requesting leave and considering leave requests.

## 5.3 Hybrid working policy

### Introduction

We recognise that a hybrid working approach, offering greater flexibility in where colleagues work is the best way to work effectively and inclusively for the benefit of everyone.

Coming together in an office environment offers real benefits such as on the job learning, supervision, in-person collaboration and downtime opportunities with each other. It is also important that we are in the office for important events such as performance conversations and meeting new joiners to our teams. The benefits are felt both by individuals and those around them. Working from home can offer benefits such as a better environment for focused work and reducing the time spent commuting.

This policy applies to all employees. For those working at the PSR, a variation to the minimum working time required in the office applies. Further information can be found on the PSR Hub.

### Hybrid working

We are offering employees greater flexibility in where you work.

All employees need to spend a minimum of 40% of their working time each month at one of our office locations. We expect senior leaders to spend a minimum of 50% of their working time each month.

Due to business need some employees and teams may be required to work more than the 40% minimum standard in the office, whether on a temporary or permanent basis. If you fall into this category your line manager will discuss this with you directly.

All employees will need to be flexible in accordance with the needs of the business. The business need may change over time. We will be led by the business need and a desire to meet reasonable individual preferences as far as possible.

You may be required to attend the office on specific days or to attend meetings. Where possible your line manager will provide you with notice in advance however, there may be times when you will be required to attend the office at short notice.

Your primary place of work will remain the office location set out in your contract of employment. In common with many other policies and practices, we reserve the right in future to change, vary or withdraw arrangements if there is a business need and with reasonable notice.

### Sickness absence

When working remotely, you should not work if you are unwell. If you are sick and unable to work, please refer to the sickness absence policy.

### Hybrid working and periods of leave

When employees are out of the office on a period of leave including annual leave, sickness leave, paid and unpaid leave you will not be required to meet the minimum 40% standard within the month. For example, if you are out of the office on annual leave for half of the month you will only be required to apply the 40% minimum standard based on the remaining half of the month.

### Requesting flexible working

This policy focuses on how the FCA operates our hybrid working arrangements. There are many other forms of flexible working. You retain the right to make an informal or formal request for flexible working as detailed in our [Flexible Working policy](#).

### Reasonable adjustments

If you have a health condition that may impact your mental or physical health by returning to the office, please speak to your line manager in the first instance. They will work with you to make an Occupational Health referral to ensure you receive support and reasonable adjustments are put in place. For further details please review the guidance available on [Pulse](#).

## 5.4 Flexible working policy

All FCA employees have the right to formally apply to work flexibly.

If they don't wish to use the formal application route, employees may also choose to make an informal request to work flexibly. However, in this instance, the line manager's decision will be final and there will be no right to appeal.

There is no automatic right to work flexibly, as there will always be circumstances when the FCA is unable to accommodate a desired work pattern. However, this policy aims to facilitate discussion and to encourage both parties to find a mutually agreeable solution. Each request will be considered seriously and assessed on its own merits.

Flexible working may incorporate a number of possible changes to working arrangements such as a reduction or variation of working hours or the days worked or starting a job share.

### Informal request

Employees may also choose to make an informal request to their line manager who will consider it according to our business and operational requirements.

To help your line manager consider your request:

- Make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent.
- Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start.
- Provide information about whether your request to work flexibly may be subject to change, for example, to respond to the changing needs of a sick relative who is dependent on you.
- You may choose to include additional information, such as what you see as the benefits to both you and the organisation and how any potential issues might be addressed but there is no requirement for you to do so.

Your line manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

### Making a formal request

To make a request you must complete the Flexible Working Request form on Workday. You can only make two formal requests in any 12-month rolling period – if you have already made two applications in this period, you may instead choose to make an informal application, as set out above.

The process and timescales for a formal flexible working request are set out in the flowchart below.

You may choose to include additional information, such as what you see as the benefits to both you and the organisation and how any potential issues might be addressed but there is no requirement for you to do so. It will not impact your application if you chose not to.



## Flexible working request process

You must submit a written application via the Flexible Working Request form on [workday](#).

A meeting will be held, normally within 15 working days, between you, your line manager and an HR representative to discuss the request in further detail. You may bring a colleague to this meeting with you.

Under the formal procedure, we will digitally record the meeting and send you a copy of the transcript.

If you fail to attend this meeting twice, your request will be considered withdrawn and this will be confirmed in writing.

The FCA will consider the benefits of the change for you and for the organisation, and weigh those against any adverse impact.

A request may be rejected for any of the following reasons:

1. the burden of additional cost
2. an inability to reorganise work among existing staff
3. an inability to recruit additional staff
4. a detrimental impact on quality
5. a detrimental impact on performance
6. a detrimental effect on ability to meet customer demand
7. insufficient work for the periods you propose to work
8. a planned structural change to the organisation

Where more than one request is received from different employees, they will be considered in the order they are received. In some cases, it may be that the first request is granted and this changes the business context in which the second request can be considered.

### **Request accepted (or where we propose alternative arrangements)**

Details will be confirmed in writing. The new arrangement will usually be subject to a 6 month trial period. The FCA reserves the right to return you to your previous working pattern for the reasons above.

At the end of the trial period, if it is agreed that that new arrangements are working the application will be accepted. This will mean a permanent change to your terms and conditions of employment, unless agreed otherwise.

**Request rejected** – you have the right to appeal in writing within 5 working days of the notification of the refusal.

Your appeal should give the main reasons why you believe the decision is unjustified and be submitted to the manager who refused your request, copying in the HR Helpline.

The appeal will be heard by your line manager's manager or another independent person appointed by HR. You may bring a colleague to this meeting.

The outcome of the appeal will be communicated to you in writing.

Flexible working arrangements will not necessarily transfer from one job to another. Different roles may not be suitable to being carried out on the same flexible working arrangement as your current role, so this will be reassessed at the time.

### **Working from home**

We recognise that homeworking can be beneficial to both employees and the organisation. Depending on the nature of your role and the needs of the business, homeworking may be agreed with your manager on an informal or formal basis. Line managers will have overall responsibility for considering homeworking requests and assessing whether the role and other factors make such an arrangement suitable and appropriate.

The following principles will apply:

- Employees will have responsibility for ensuring they have a suitable environment at home in which they can focus on work. Employees must be able to work free from disruption, eg by having adequate care arrangements in place for dependants and should ensure they have an appropriate workstation.
- It is the employee's responsibility to undertake a risk assessment of their activities and working environment when working on a regular basis at home. This will normally be undertaken via self-assessment through completion of the Risk Assessment form on a yearly basis.
- Homeworking must not put additional burden on colleagues who are working in the office.
- Employees are required to comply with all FCA policies and procedures (eg those relating to records management, clear desk and the security of information) whether working at home or at their office base.
- Withdrawal of a homeworking arrangement will be undertaken in consultation with the employee and reasonable notice will be given, where practicable. Homeworking arrangements can be withdrawn if, in the opinion of the relevant line manager, the effective and efficient operation of the team is compromised, and/or the role changes, the performance of someone who regularly works from home is unsatisfactory and/or the benefit is being abused.
- Homeworking arrangements will not transfer from one job to another, since different roles may not be equally suitable to being carried out in part remotely.
- Employees' normal working hours will apply unless otherwise agreed by your line manager or other arrangements have been made as the result of a formal Flexible Working application.
- It is not appropriate for people to work at home as an alternative to taking sick leave if they are ill. It is important that people only work at home if they are genuinely fit for work.
- All employees working at home must comply with the FCA's Sickness Policy and ensure that they make personal contact with their line manager, or deputy, within 30 minutes of their normal start time if they are sick or unable to work.
- Expenses incurred due to working from home that are outside the FCA's Travel and Expenses Policy, will have to be met by employees.
- Employees should ensure that their building/contents insurance is not invalidated by using the home as a place of work, or by the storage/use of FCA equipment. The FCA does not accept liability for damage caused to the home or its contents.
- Those working at home on a regular basis should seek advice from the relevant agencies regarding the effect of home working on their mortgage or tenancy agreement, and council tax/business rates. The FCA does not accept any

responsibility for an employee who suffers any detriment, loss or legal action as a consequence of not obtaining the necessary permissions from their insurer, mortgage lender, landlord or local authority.

- Employees who have a regular homeworking arrangement may be required to be flexible and change their arrangement to suit business needs.
- Employees working at home should be contactable during the agreed working day, unless specifically agreed in advance with their line manager.

## **5.5 Flexitime policy**

We operate a flexitime scheme for certain employees at the Professional Support contractual grade who are in the Professional Support or Senior Professional Support grade level. Employees eligible to participate in the flexitime scheme (as indicated in their Personal Statements) must comply with the rules of the scheme.

### **Flexitime scheme rules**

The rules of the scheme are detailed below. These rules are subject to work requirements. Limitations may be made at the discretion of your line manager.

The accounting period will be a calendar month. Calculations are based your contractual hours as outlined in your Personal Statement. Unless otherwise stated, your normal working hours are 35 hours each week, Monday to Friday, with 1 hour each day for lunch. We reserve the right to vary your normal working hours, if necessary, to fulfil our operational requirements.

- On a normal working day, you should arrive at the office no later than 10.00 am and should not leave before 4.00 pm. The hours between 10.00 am and 4.00 pm are known as 'core time'.
- Weekly timecards should be completed on a timely and accurate basis. Data recorded should reflect actual hours worked by activity performed and be submitted as per the agreed deadline. Only the actual hours worked should be recorded in iTime (net hours) minus any breaks when you are away from your desk (ie lunch, cigarette, coffee breaks).
- The lunch interval should be of at least 30 minutes duration and recorded accurately in iTime. For example if you worked 10 am - 4 pm (minus 30 minutes for lunch) 5.5 hours should be recorded in iTime.
- Excess hours registered at the end of the accounting period up to a maximum of 10 hours may be carried forward to the next accounting period. Excess hours will not rank for overtime payment nor affect holiday, pension or any other entitlement.
- A maximum of 10 debit hours may be carried forward at the end of an accounting period. The maximum debit hours permitted at any time during a period is 14 hours. If you are in a debit situation any authorised overtime worked will offset this balance and payment will not be made.
- Credit hours may be taken as 2 half days or 1 whole day absence from the office per calendar month. However, no more than 12 half or 6 whole 'flexiday' absences are permitted between 1 June and 31 May.
- Proposed absence for whole or half 'flexidays' is subject to cancellation by management to ensure adequate operational cover.
- If you leave the FCA's employment you must ensure that your hours are not in debit. Any remaining deficit of hours will be deducted from your final salary.
- Loss of working time due to travelling difficulties such as late trains, traffic hold-ups and other such hazards should not be included in your working hours and you should discuss with your line manager how any shortfall in contractual hour is made up.

- Treatment and general examination by opticians, doctors, dentists, etc should be recorded as BS Absence Sickness & Medical and you should discuss with your line manager how any shortfall in contractual hours is made up.
- Authorised sickness absence should be recorded to reflect your contractual hours (ie 7 hours per day if you work 35 hours) and recorded as BS full day sickness.
- Part day sickness absence should be recorded as BS Absence Sickness & Medical for the time absent during that day.
- Authorised leave should be recorded to reflect your contractual hours (ie 7 hours if you work 35 hours) and should be recorded as BS Absence Leave and Public holidays.
- Authorised half day leave should be recorded as 3 hours 30 minutes. AM half day leave - you should arrive for work no later than 2 pm. PM half day leave - you should not leave the office earlier than 12pm. Annual leave should be recorded as BS Absence - Leave&Other absence.

Please remember to accurately record your net working hours (ie working hours minus any breaks). Failure to do so could result in disciplinary action up to and including your dismissal from the FCA (see the Disciplinary Procedure).

## **5.6 Career leave policy**

We are committed to being a flexible employer as a method of helping us to retain valued employees. We recognise that there may be times when you wish to take an extended period of absence to pursue personal interests or domestic duties such as caring for a family member.

The information below explains our career leave policy which offers you the opportunity to request between 4 and 52 weeks unpaid leave. Career leave can be used for any purpose except taking paid employment without the permission of the FCA.

### **Eligibility criteria**

You must meet the following criteria to be eligible to apply for career leave:

- you must have 2 or more years' continuous service within the FCA to request career leave between 4 and 26 weeks
- you must have 3 or more years' satisfactory continuous service within the FCA to request career leave between 26 and 52 weeks
- you must not have a live warning under either the Disciplinary Procedure or the Performance Management Procedure
- your last 2 appraisal ratings must have been a 3 rating (2 rating in 2020/21 prior to new performance ratings) or above
- you must have completed 3 years' continuous service after returning from any previous period of career leave
- you must not have had any continuous period of absence/leave of 4 weeks or more within the last 12 months

Entitlement to career leave does not aggregate. For example, if you have had 8 years of service and have not taken career leave within this time, you will still only be entitled to 1 period of leave.

Due to legal requirement those individuals on a tier 2 visa are not eligible to take career leave.

### **The scheme**

You may take between 4 and 52 weeks' unpaid career leave. The leave must be taken in 1 continuous block. It can be combined with either annual leave or parental leave but the

total time away from work must not exceed 26 weeks where you have up to 2 years' service or 52 weeks where you have 3 or more years' continuous service.

All career leave is unpaid. You will not receive any base salary or flex account during your leave.

Your annual leave will be pro-rated up to the commencement of your career leave and you can only take the leave accrued up to that point. On your return your absence plan will be updated to reflect the leave accrued from your return date to the end of the holiday year.

If your leave starts **after** the first working day of the month, you will be paid your full monthly flex allowance for that month, regardless of the day in the rest of the month that your leave starts, ie the allowance will not be pro-rated. If your leave starts on the first working day of the month, you will not receive your monthly flex allowance. On return from your leave and to receive the full monthly flex allowance you will need to return to work by the first working day of the month. If your return to work is after the first working day of the month, you will receive your full monthly flex amount with effect from the following month. It will not be pro-rated or backdated.

If you are a member of the FCA Pension Plan, contributions will not be paid for the duration of the career leave.

You will not be entitled to any core or flexible benefits for the period of the career leave, except for:

- core Life Assurance
- death in service benefits associated with being a member of the FCA Pension Plan.

It may also be possible for you to maintain private medical cover, by agreeing to pay the premiums upfront for the duration of career leave.

Payment of any of the above benefits will be calculated on your base salary at the start of your career leave.

In the absence of additional benefits (which you may have selected prior to your career leave) it is your responsibility to ensure that you are adequately protected.

Any outstanding season ticket loan or other payments you owe will be deducted from your final salary payment before the start of your career leave.

While on career leave you will be eligible to be considered for Pay Review. Any salary increase will be deferred until the end of your leave. Please see the Salary and Benefits Policy for more information on pay and benefits in connection with career leave.

If you fall ill while on career leave, you will not be entitled to occupational sick pay. If you qualify, you will be entitled to Statutory Sick Pay.

Any qualifying periods associated with selected benefits (such as Permanent Health Insurance, Life Assurance and Critical Illness) may need to be restarted following career leave. Please log-in to your [My FCA Benefits](#) and read the Policy documentation for more information.

### **Employment status**

During career leave, you will remain an employee of the FCA and be subject to your terms and conditions of employment. This includes standards of conduct and behaviour, the FCA Conflict of interest, security, compliance and all confidentiality requirements.

While on career leave you may not take up any paid employment without the express, prior written permission of the FCA. To do so, will be regarded as gross misconduct and may lead to your dismissal.

During your career leave, your continuity of service will be unaffected.

## **Change in circumstances**

If, during the period of your career leave, your role is affected by a business restructure you will be included. If your role is made redundant while on career leave the FCA's Redundancy Policy will apply. Any redundancy payment will be calculated based on your base salary at the start of your career leave.

If you or your partner become pregnant or adopt a child while on career leave and you wish to take a period of family leave, you should contact the HR Helpline as soon as possible. A period of family leave will bring your career leave to an end - the balance of the career leave will be lost.

Your entitlement to Statutory and Occupational Maternity, Paternity, Adoption or Shared Parental Leave Pay may be affected by your decision to take career leave. To qualify for statutory pay (and therefore enhanced FCA pay) whilst on Maternity, Paternity or Adoption leave, your average weekly earnings before tax and NI (during the relevant period) must be at least equal to the Lower Earnings Limit. Please see the [GOV.UK](https://www.gov.uk) website and/or contact the HR Helpline for more information.

## **Return to work after career leave**

You will, where possible, return to the same or a similar job as the one that you left on terms and conditions of employment which are no less favourable. If there is a business restructure then this will be discussed with you.

If you wish to return to work earlier than originally intended, you need to agree this with your line manager. Please ensure that you contact your line manager at least 4 weeks before your desired return date. Your request to return early cannot be guaranteed. You must also inform the HR Helpline before the first working day of the month that you intend to return to work so that your salary can be reinstated.

If you fail to return from career leave on the pre-arranged date without good reason, this will be considered to be unauthorised absence and could result in disciplinary action up to and including your dismissal from the FCA (see the Disciplinary Procedure).

## **Process**

Requests for career leave should be discussed and agreed with your manager. If your manager is happy with your request, you should raise an Unpaid Career Leave Absence request via Workday Where relevant please ensure that you confirm the reason for the career break.

Applications must also be signed off by your Director or ExCo member (where relevant) via email and a commitment must be made at the time by your manager that, where possible, a role will be available for you upon your return. If no such commitment is given then your application for career leave will not be agreed.

You should usually make a request for career leave at least 3 months in advance. There will, however, be exceptions to this and you should discuss situations where you need the leave more quickly with your manager.

Approval is at the discretion of managers and may be refused, or the timing deferred, due to business reasons.

You will receive a letter outlining the terms and conditions of the career break. Read this letter carefully. If you have any questions speak to the HR Helpline before signing it.

During career leave, your manager and the HR Helpline will be the initial points of contact for all matters regarding career leave and your employment with the FCA. Before you go on career leave, you must provide us with up-to-date contact details and agree how you can be contacted during this period (for example, by phone, email or in writing).

You should contact your manager at least 4 weeks before the end of your career leave to discuss the arrangements for your return to work.

## **5.7 International Working Policy**

If you are a permanent or fixed term contract employee, you may request to work abroad temporarily if there is an exceptional reason for you to do so, such as visiting a sick relative or responding to a family emergency overseas. As there is no business requirement for colleagues to work abroad, there is no guarantee that any such request will be granted. Further any requests under this policy should be combined with a reasonable period of annual leave.

You may request to work for up to 4 weeks (20 working days) in a rolling 12-month period. This may be split over a number of trips but cannot exceed the 4 weeks (20 working days) maximum total in any rolling 12-month period.

In a small number of cases, we may need to review the time you have previously spent in the country, in a personal capacity. This will be determined by the local tax legislation and we will advise you of any requirements as part of the application process.

To apply to work internationally you will need to discuss your request and exceptional circumstances with your line manager in the first instance. When you have done so, and assuming you have your line manager's informal approval in principle, you will then need to submit a formal International working application to be approved by your Head of Department.

Approval of any such application shall be granted at the sole discretion of the FCA/PSR and any decision to reject an application is final. Further, simply because a request has been granted in the past does not mean that any future applications will automatically be granted.

For security and other reasons, there will be some countries that we are unable to approve international working for, regardless of your personal circumstances. This includes countries where the FCO declare all but essential travel. These countries change from time to time and your Head of Department will be responsible for undertaking the necessary check upon application.

As part of any request to work remotely overseas, you should be aware that you will be solely responsible for:

- seeking FCO advice and guidance on travelling abroad, the latest government travel advice in the country you are visiting and discussing any issues with your manager
- considering any immigration and Visa requirements and restrictions for the country you are proposing to work from and making any necessary arrangements as part of your request
- considering any social security or other similar requirements for the country you are proposing to work from
- considering any relevant tax issues, both in the UK and those taxes in the country in which you wish to work temporarily and ensuring you comply with the necessary tax requirements
- demonstrating that you can continue to work effectively from overseas, for example showing how you will manage the impact of any time zone difference
- ensuring and demonstrating that you will be able to safeguard any FCA/PSR property that you may need to take with you and that you will be able to maintain confidentiality and preserve data security at all times
- ensuring and demonstrating that you have a suitable place to work and are able to assure your manager that you will 'Do No Harm' whilst working remotely

- any expenses associated with working remotely overseas. This includes but is not limited to expenses such as insurance (of all types e.g. travel, medical, health), furniture, travel costs (to and from the destination and those incurred if asked to return to the UK for work purposes).
- making arrangements on return to the UK, i.e. any requirements around quarantine.

If your application is approved by your Head of Department, you should discuss with your line manager how you will keep in contact during your period of working overseas. This is particularly relevant in certain time zones which will require you to work flexibly in order to make yourself available to participate in FCA/PSR business as you would do if you were in the UK. You also need to ensure your personal contact details are up to date in Workday.

If, having commenced a period of working from abroad you are unable to continue to work remotely overseas (for example where IT equipment cannot be fixed remotely and/or due to other issues), you will need to discuss your options with your line manager. Such options would include you returning to the UK earlier than planned or taking annual/unpaid leave for the remainder of time that you have agreed to work abroad. You need to ensure that you use your annual leave in line with the FCA Annual leave policy and take the maximum carry over into consideration when requesting to work abroad.

## 6. HEALTH AND WELLBEING



The health, safety and wellbeing of our employees is of paramount importance to us. This section of the handbook supplements our Wellbeing Programmes, and comprises a range of policies to support our employees through periods of sickness, when attending medical or dental appointments, or through life events outside their work at the FCA. These policies are underpinned by our value **Work Inclusively**.

### 6.1 Sickness absence policy

The FCA is keen to encourage employees to maximise their attendance and performance at work while recognising that there will be occasions when this is not possible due to absence caused by sickness or incapacity.

Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have many different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, we will take measures to assist those who have been absent when they are ready to return to work.

The FCA provide a comprehensive range of wellbeing benefits and aim to treat employees who are sick with dignity and respect, providing support, counselling, tailored rehabilitation programmes and (if appropriate and practicable) workplace adjustments that may assist that individual to continue productive employment with the FCA.

If an employee is frequently and persistently absent or is absent for a lengthy period, this can have a negative impact on the delivery of departmental objectives and colleagues who must carry the burden of extra work. This policy is designed to ensure a balance is struck between ensuring adequate support for employees who are ill and the ability to fulfil business obligations.

At the FCA:

- 'short-term sickness absence' means any period of sickness between 1 and 6 calendar days (a fit note will be required beyond 7 calendar days)
- 'long-term sickness absence' means any period of sickness (continuous or aggregated) lasting 66 working days or more

We monitor absence levels including recurring sickness absence. Generally, where the



'trigger points' are reached of 10 working days lost in any 12 month rolling period or 5 separate occasions of sickness absence in any 12 month rolling period, we will work with you to understand the nature of the illness and to seek to minimise future absences, which could include a referral to Occupational Health. These 'trigger points' do not apply to disability or pregnancy-related illnesses which will be assessed on a case-by-case basis by line managers in conjunction with HR, working closely with Occupational Health as appropriate.

For more information on managing sickness, please refer to the Manager's Guide to Dealing with Sickness Absence.

### **Disabilities**

We are aware that sickness absence may result from a disability. If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform the HR Helpline and/or your line manager. Any information you provide will be handled in a confidential manner.

At each stage of the sickness absence management procedure, consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

### **Sickness absence reporting procedure**

If you are taken ill or injured while at work you should inform your line manager.

If you cannot attend work because you are ill or injured you should telephone your line manager as early as possible and by 9:30am. You should inform them of the nature of your illness or injury, the expected length of your absence from work and any outstanding or urgent work that requires attention.

Unless agreed otherwise, you should telephone your line manager on each working day of sickness for the first 7 calendar days (excluding weekends). You should expect to remain in contact during your absence with your line manager and/or HR who will want to enquire after your health and be advised, if possible, as to your expected return date.

### **Evidence of incapacity**

For absence up to 7 calendar days, you must record your absence on Workday and participate in a return to work meeting.

For absence of more than a week (7 calendar days): you must obtain a certificate from your doctor (a 'Statement of Fitness for Work' known as a 'Fit Note') stating that you are not fit to work and the reason why. This should be forwarded to your line manager without delay. If your absence continues, further Fit Notes must be provided to cover the whole period of absence.

For sickness absence beyond 7 days, managers will update Workday and contact individuals to confirm keeping in touch arrangements.

If your doctor provides a certificate stating that you 'may be fit for work' you should inform your line manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return-to-work meeting. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

If we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

### **Unauthorised absence**

Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

If you do not report for work and have not telephoned your line manager to explain the reason for your absence, your line manager will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

### **Sick pay**

You may be entitled to [Statutory Sick Pay \(SSP\)](#) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday or your working days as set out in your employment contract and includes bank holidays.

You will normally be entitled to receive occupational sick pay (OSP) if you have complied with this policy in all respects. OSP is inclusive of any SSP that may be due for the same period.

OSP is paid based on 65 days' full pay and 65 days' half pay in any 12 month rolling period inclusive of bank holidays. The 12 month rolling period means that we look back at the 12 months immediately preceding the current sickness absence for the purposes of calculating the total number of days sickness absence and entitlement to OSP.

For example, an employee is absent for 30 days from 1 June and receives full pay. The employee is then absent for a further 45 days and receives full pay for 35 days and half pay for 10 days. Any further absences due to illness up to 31 May the following year will be paid at half pay to a maximum 65 days in total.

If the employee is then absent again after 31 May, we will look back 12 months from the first day of absence to ascertain the total number of days paid absence taken and if, in the rolling 12 month period, the employee has been paid less than 65 days at full pay then the balance of the 65 days full pay will be paid before half pay recommences.

In any 12 month period a maximum of 65 days will be paid at full pay and 65 days at half pay (130 days in total).

If you have been on long term sick leave continuously for more than a year you will not qualify for OSP again until you have returned to work for a total of 3 months and/or successfully completed any relevant rehabilitation programme.

Depending on the circumstances, you may be eligible for benefits under the Group Income Protection scheme. Details of the Group Income Protection scheme can be accessed via the [Flexible Benefits Intranet](#).

We reserve the right to withhold or withdraw OSP in certain circumstances including, but not limited to:

- where it has been communicated to you that disciplinary or performance management proceedings will commence or where either are ongoing
- where you have not followed the relevant reporting procedure
- where you refuse to comply with a request to be examined by occupational health or a specialist consultant and/or for a report to be provided to us
- where the absence is for elective surgery (excluding fertility treatment)
- after you have been given notice of termination of employment

### **Salary and performance review**

Please see the Salary and Benefits Policy for more information on pay and benefits in connection with sickness absence.

### **Sick leave and Annual leave**

Please see the Annual leave Policy for details about accrual of annual leave during sick

leave and sickness during pre-arranged annual leave.

### **Medical examinations**

We may, at any time in operating this policy, require you to consent to a medical examination by our Occupational Health advisers and/or a doctor nominated by us (at our expense).

You will be asked to agree that any report produced regarding any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

### **Return to work meetings**

The purpose of a Return to Work (RTW) meeting is to welcome you back to work and check whether you are well enough to resume to usual duties.

A RTW meeting enables us to confirm the details of your absence and gives you the opportunity to raise any questions or concerns you may have and to bring any matters to your managers attention. This may include, any personal issues/underlying conditions that you wish to disclose.

It will help managers to develop a broader understanding of the reason behind sickness absence and identify any appropriate follow up action ie Occupational Health Referrals, Risk Assessments etc.

### **Returning to work on a phased programme**

We are committed to helping employees return to work from sickness absence.

We will, where appropriate and possible, support returns to work by obtaining medical advice, making reasonable adjustments to the workplace, working practices and working hours, considering redeployment and/or agreeing a return-to-work programme with everyone affected.

In consultation with you and your line manager, a tailored return-to-work programme may be prepared by occupational health. Your pay during any return-to-work programme will be confirmed to you taking into account both the hours you work during the programme and the level of occupational sick pay that you are entitled to.

You will be entitled to full pay for the hours that you work as part of any return to work programme. Any hours that are recommended to be non-working, will be recorded as sickness and paid in accordance with the level of OSP that you are entitled to.

If after 12 weeks you are not making sufficient progress towards re-establishing your previous work pattern, we may discuss permanent adjustments to your contract of employment and working arrangements with a view to achieving an outcome that is satisfactory to you and the FCA.

If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or our PHI scheme.

### **Absence management procedure**

The following paragraphs set out our procedure for dealing with long-term sickness absence or where your level or frequency of absence concerns us. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

The FCA's formal absence management procedure has 3 stages. In most situations, the procedure will move from one stage to the next. There may, however, be occasions where this will not be the case and the process may start at a later stage.

We will notify you in writing of the time, date and place of any meeting, and why it is being held. Meetings will be conducted by your line manager and will normally be attended by a member of the HR Division.

You may bring a companion to any meeting under this procedure. The companion may be either a colleague (not a member of HR) or a trade union representative. If you or your companion cannot attend at the specified time you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence management procedure, or to your role or working arrangements.

### **Stage one absence management meeting**

The purpose of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

In cases of long-term sickness absence or more than 7 days, we may seek to agree a return-to-work programme, possibly on a phased basis.

In cases of intermittent short-term sickness absence, we may set a target for improved attendance within a certain timescale.

Following a stage 1 absence management meeting, if we decide that your attendance is unsatisfactory, we will give you a first absence warning.

### **Stage two absence management meeting**

If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a reasonable time, we may give you a final absence warning that you are at risk of dismissal. We may also set a further date for review.

### **Stage three absence management meeting**

If you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting. The FCA will consider dismissing an employee on long-term sick leave only after it has made all reasonable and practicable attempts to support their return to work, including any reasonable adjustments if the employee has a disability.

### **Appeal**

You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the Employee Relations Manager within 5 working days of the date on which the decision was sent or given to you. We will hold an appeal meeting which will be dealt with impartially and, where possible, by a more senior manager.

We will confirm our final decision in writing as soon as practicable. There is no further right of appeal.

## 6.2 No smoking and vaping policy

We are committed to protecting your health, safety and welfare by providing a safe place of work and protecting all workers and visitors from exposure to smoke.

Our workplaces are smoke-free in accordance with the smoking ban that came into force in England on 1 July 2007 under the Health Act 2006, and the similar ban that came into force in Scotland on 26 March 2006. Our policy also covers the use of all vaping products.

### Where are smoking and vaping banned?

Smoking and vaping are not permitted anywhere in our workplaces, including the terrace in the London office and the areas immediately outside the entrances to the London and Edinburgh offices. The ban applies to:

- anything that can be smoked and includes cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars, herbal cigarettes; and
- anything that can be vaped including electronic cigarettes and non-tobacco products.

Hosts should ensure their visitors to the FCA are made aware of our policy. These rules also apply to anyone using our vehicles (including vehicles hired by the FCA) for work, whether as a driver or passenger.

In London, our offices are located in the International Quarter London (IQL) which is a smoke-free estate. Local signage provides further information.

Reasonable breaks for individuals are allowed provided these do not prevent them from satisfactorily carrying out their responsibilities and work duties, and there is no significant loss in productivity.

Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure.

## 6.3 Drug and alcohol policy

Our employees are our most valuable resource and their health and safety is of the utmost importance. Drug and alcohol misuse has the potential to damage the health and wellbeing of our employees and threaten the success of our business.

There are often signs that might suggest that someone has a problem. These include a decline in work performance; a poor attendance record; unreliability; unexplained injuries; and changes in behaviour, such as irritability and lack of concentration.

### Helping employees

We encourage you to seek help if you have an alcohol or drugs-related problem and to seek advice on the assistance available. You should discuss this with your manager, contact the HR Helpline or seek help through the confidential [Employee Assistance Programme](#).

Once such an issue affecting your health comes to the attention of your manager or HR, other steps taken to support you may include a referral to our occupational health adviser.

### Disciplinary action

We consider alcoholism and drug dependency as illnesses. Although our intention is to help employees with substance abuse problems, we may take disciplinary action, up to and including dismissal, for the following serious offences:

- possessing, using or selling illicit drugs on FCA premises, the premises of a regulated organisation and at any other event when representing the FCA

- working under the influence of alcohol, such as to impair performance or conduct
- drinking alcohol on FCA our premises (except when authorised by management)
- being under the influence of alcohol, drugs or other prescribed substances that impair performance or conduct while at work (including attending any event, whether social or otherwise at FCA our premises or elsewhere)

If an employee refuses to accept referral to specialist help, eg an Occupational Health Advisor, we may initiate disciplinary action.

### **Rehabilitation**

The FCA will support employees who are undergoing treatment for an alcohol or drug problem. Employees on a rehabilitation programme will usually be subject to normal sickness/absence rules.

## **6.4 Eye tests**

We recognise that some employees will require glasses or contact lenses for VDU work. We will contribute toward eye tests and eye care in accordance with our obligations under the Display Screen Equipment (DSE) Regulations 1992 (amended 2002).

We will contribute up to £25 annually towards the cost of an eye test carried out by a qualified optometrist. To claim for an eye test you should submit an Employee Expense report via Workday selecting expense type Eye Test and attach the receipt from the optometrist showing the value of the test.

If the test reveals that glasses or contact lenses are needed for VDU work, we will contribute up to a further £60 towards the costs of the glasses or contact lenses. If you wish to make a claim, your optician must provide a written statement to confirm the glasses or contact lenses are required for VDU use. We will not be able to reimburse you if the statement only confirms general use. You should submit an Employee Expense report via Workday selecting expense type VDU Glasses or contact lenses and attach your receipt and VDU statement from the optician. Once Expense Report has been approved by your line manger Accounts Payable will issue payment in their weekly settlement run.

## **6.5 Fertility treatment**

We recognise that some colleagues may require professional medical support with starting a family which may include undergoing medical treatment. We recognise it can be a difficult time and want to provide support at work.

If you or your partner are undergoing fertility treatment you may take up to 3 days' unpaid leave in any 1 year. If you require additional time off, you should discuss this with your line manager who will be able to approve your request in Workday.

Fertility treatment differs case-by-case and in order that appropriate assistance can be offered, it is important that you discuss treatment dates and key stages with your manager.

Where possible, GP and hospital appointments which are not being taken as annual leave should be made for the beginning or end of the working day. This may not always be possible and where an appointment and travel time is likely to last over 2 hours, annual leave should be used.

Giving as much notice as possible of appointments will help with planning work. If appointments or treatment may be required at short notice please discuss this with your manager. A manager may ask to see an appointment card or supporting documentation.

You may wish to reconsider your work arrangements and assess whether a flexible working request is needed.

We understand that individuals may need to take delivery of medication and this should be discussed with your manager and HR Business Partner to make suitable arrangements. We take no responsibility for medication while it is on the FCA's premises and it remains your responsibility at all times.

We recognise that problems relating to fertility and conception can cause considerable psychological and physical distress and are sympathetic to those who decide to undergo this treatment. We provide a free [Employee Assistance Programme](#) (EAP) to all individuals, which gives confidential, impartial advice and support whenever it is needed.

If a course of treatment or a medical procedure causes illness and sickness absence, this will be recorded in line with the Sickness Policy.

## **6.6 Medical and dental appointments**

Wherever possible you should arrange all medical (doctor, dentist and hospital) appointments outside normal working hours. If this is not possible, you should discuss this with your manager and try to arrange appointments at times which cause the least disruption to your work. You should also make up the time. Your manager may ask to see confirmation of the appointment or supporting documentation.

## **6.7 Stress at work policy**

We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate.

This commitment extends to maintaining a working environment that protects the psychological as well as physical health of all our employees, wherever possible.

### **What is stress?**

The UK Health and Safety Executive define stress as the adverse reaction people have to excessive pressures or demands placed on them.

A certain amount of pressure can motivate us and enable us to perform at our best. However, when pressure becomes excessive we can potentially start to experience stress.

Pressures from outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress. They can also compound normal workplace pressures.

We recognise that what triggers stress and the capacity to deal with stress varies from person to person.

### **Support**

We are committed to helping staff who may be suffering from stress. We aim to do this in the following ways:

- identify workplace stressors as far as reasonably practicable and conduct stress risk assessments
- provide training for all people managers in good management practices
- provide confidential free counselling for staff affected by either work or external stress through an EAP ([Employee Assistance Programme](#))
- provide adequate resources to enable managers to implement the FCA's agreed stress management strategy
- promote a culture of open communication, participation and encouragement
- strive to provide a workplace free from harassment, bullying and victimisation
- address violence, aggression and other forms of inappropriate behaviour through

disciplinary action

- effectively plan and provide feedback on performance
- ensure that employees understand the standards of behaviour expected of them and others and act on behaviour which falls below those standards
- provide adequate training to ensure employees are able to carry out their roles
- monitor working hours to ensure employees are not overworking
- monitor annual leave to make sure employees are taking breaks from work to support your physical and mental wellbeing

### **Resolving stress**

If you believe you are suffering from stress you should discuss this with your manager in the first instance. If you feel unable to do so you should contact the HR Helpline or access the EAP.

Once an issue affecting your health comes to the attention of your manager or HR, steps will be taken to address that issue. This may include a referral to occupational health and the completion of a stress risk assessment.

If you are absent due to stress you should follow the sickness absence reporting procedure in our Sickness Absence Policy.

## **6.8 Travel health policy**

The aim of this policy is to minimise risks, as far as is reasonably practicable, to the health of staff who undertake business travel, and to minimise the impact of travel-related ill-health. It applies to all employees primarily if you are travelling to 'high risk' areas (ie areas other than Western and Central Europe, North America, Australia and New Zealand).

The FCA will work with you to ensure you are:

- adequately prepared for your journey
- fit to undertake that journey
- briefed with journey specific travel health advice and receive necessary vaccinations

You should consider your fitness to travel (including any vaccination requirements) prior to undertaking any overseas business travel. Should you have any concerns you are encouraged to undergo a health assessment with the Occupational Health Adviser 4 to 6 weeks before departure to allow sufficient time to ensure adequate protection.

The initial assessment will be in the form of a health questionnaire.

If any health issues are disclosed, you may need to be assessed further either by your GP or a medical advisor appointed by the FCA.

If you are considered unfit to travel, your line manager will be notified in writing by the Occupational Health Adviser. This notification will not disclose the reason you are unfit to travel.

Journeys to destinations of high risk (as determined by the TRAVAX database that is accessible by the Occupational Health Adviser) may need to be delayed to ensure you are fully protected by recommended and/or compulsory vaccines.

You are asked to take appropriate precautions and heed any advice given.

At the end of the consultation you will be asked to sign a declaration stating that, to the best of your knowledge, you have received the appropriate travel health advice, immunisation(s) and/or malaria prevention medication appropriate to the country/countries you are visiting.



If you refuse the recommended immunisation, the Occupational Health Adviser will inform your line manager and the Health and Safety Officer, who will consider the health and safety implications. This is to ensure that, as an employer, FCA we fulfil our duty of care to you and that, as an employee, you are not in breach of health and safety legislation. This could include a decision that you do not travel on business to the high risk area.

### **Post travel assessment**

If you have concerns about your health following a period of overseas business travel, you should contact your GP.

A post-travel health assessment should be carried out in the following circumstances:

- if you experience any travel-related medical condition while abroad
- if you have a chronic disease or medical condition
- if you experience a fever, diarrhoea, vomiting, jaundice, urinary disorders, skin or genital infections in the weeks following your return from travel
- following a long stay abroad (i.e. three months or more)
- if you fall ill following your return to the UK

A medical assessment may include an appointment with the Occupational Health Adviser, completion of a post-travel health assessment questionnaire, or an appointment with a physician.

## **6.9 Health and safety policy**

The FCA acknowledges and accepts the responsibilities placed on it as the 'employer' by the Health & Safety at Work Act 1974, and other relevant legislation. We are committed to ensuring the health and safety of staff and to providing a safe and suitable environment for all those attending our premises.

We review and publish our Health & Safety Policy statement annually which is approved by the COO. It is available to view on H&S noticeboards on the [Intranet](#).

### **Accidents at work - accident reporting**

All accidents, injuries and cases of ill-health caused by, or affecting, your work must be reported without delay. If you are injured, no matter how slight your injury may appear, you must always report it to your line manager, ensure that you are seen by a first-aider and that the details of your accident or injury are reported to Security Control. All dangerous occurrences and 'near miss' incidents should also be reported in the same way.

You must not work if you have taken medication or any other substance that could adversely affect your ability to operate equipment or work safely.

If you see a hazard or situation in which a potential accident could occur, or where an injury could be sustained, you should report it immediately to the Facilities Helpdesk.

### **First aid provision**

Several employees are trained and qualified to give first aid. If you or anyone in the building requires first aid you should contact Security Control or dial 2222 in an emergency.

### **Emergency procedures - fire**

We will regularly undertake fire risk assessments, take steps to minimise the risk of fire and appoint trained Fire Marshals to aid building evacuations.

Our [fire evacuation practices](#) and procedures are in accordance with our legal requirements and you should familiarise yourself with them.

All employees are obliged to report any concerns or fire hazards to the Facilities Helpdesk. for example, where corridors or other escape routes are obstructed; where fire doors have been propped open; or any faults with lighting or other equipment.

Detailed information on health and safety matters is in the FCA Health and Safety Management Framework, which is available on the Intranet's [Health & Safety](#) pages. The framework document contains obligations and operational arrangements on many topics including, for example: Driving at Work; further information about First Aid; Home Working; Manual Handling, Safety when working away from FCA Premises and many others.

In addition to the Policy and Management Framework there is mandatory eLearning, a mandatory Display Screen Equipment assessment module, and an emergency procedures video to provide additional information for staff. These can be accessed from the [Health & Safety](#) Intranet pages and Learn on

## **SECTION 2 - CONTRACTUAL TERMS**

### **1. General Statement of Terms and Conditions of Employment**

#### **1.1 Introduction**

- 1.1.1 The General Statement of Terms and Conditions set out below and your Personal Statement together form your Contract of Employment.
- 1.1.2 Subject to 1.1.3, if there is any inconsistency between your Personal Statement and any subsequent variations and this General Statement, your Personal Statement and any subsequent variations will prevail.
- 1.1.3 If an inconsistency or conflict arises because a term or condition is absent from your Personal Statement, the relevant term or condition in the General Statement will prevail.

#### **1.2 Place of work**

- 1.2.1 Your normal place of work will be as notified in your Personal Statement. We may reasonably require you to work in any other FCA offices, any regulated firm or other third party inside the United Kingdom. Currently, the London offices are at 12 Endeavour Square, London E20 1JN and the Edinburgh offices are at Quayside House, 127 Fountainbridge, Edinburgh EH3 9QG.
- 1.2.2 You are not currently required to work outside the United Kingdom except for business trips or other trips in the course of your work. You may be required to make visits to third parties anywhere in the United Kingdom and there may be times when it is necessary to stay away overnight. It is a condition of your employment that you undertake these requirements to travel.

#### **1.3 Annual leave**

- 1.3.1 If you join the FCA part way through the holiday year, your annual leave allowance will be pro-rated within the initial holiday year or for the term of your contract if employed on a fixed term contract.
- 1.3.2 If, on the termination of employment you have not taken your full accrued annual leave allowance, you will be paid for any untaken annual leave up to the date of termination. If you have taken more annual leave than you have accrued, we reserve the right to deduct the value of days taken in excess of your accrued allowance from the final salary payment made to you.
- 1.3.3 Annual leave pay will be based on pensionable salary. Any annual leave pay due to you or deducted from your final pay will be calculated as follows:
  - (i) If you work every day of the week (Monday to Friday inclusive) on a full-time or part-time basis, annual leave pay is:

Pensionable salary/260 x number of untaken days' accrued annual leave or number of days annual leave taken in excess of annual

leave that have been accrued (as the case may be).

- (ii) If you work less than 5 days per week, regardless of the number of hours you work on those days, annual leave pay is:

Pensionable salary/A x number of untaken days accrued annual leave or number of days' annual leave taken in excess of annual leave that have been accrued (as the case may be).

Where A is the number of days per week worked x 52.

- 1.3.4 Payment for untaken but accrued annual leave will only be made if you are leaving the FCA.
- 1.3.5 Accrued annual leave includes your accrued core annual leave (pro-rated by the number of completed calendar months of service in your final holiday year), annual leave carried over and additional annual leave purchased through flexible benefits (which have been paid for in full at the point of leaving).
- 1.3.6 In the following circumstances, you will only receive payment for any accrued but untaken annual leave that falls within your statutory entitlements ie 28 days including public and bank holidays:
  - (i) dismissal without notice for gross misconduct
  - (ii) leaving the FCA without giving due notice
  - (iii) for any period of enforced leave of absence following notice (where the entitlement is deemed to have been taken during the period of enforced leave)

## **1.4 Exclusive employment**

- 1.4.1 While employed by the FCA you are not permitted to undertake any additional employment, whether directly or indirectly, except with written approval of the FCA and recorded in the conflicts of interest portal. Agreement will not be given where a potential conflict of interest exists, ie if the role involves any firm, person or organisation that is or has been regulated, monitored or investigated by the FCA or has applied for authorisation.
- 1.4.2 Restrictions on external employment include casual or part-time work in your spare time (whether paid or not) and employment includes directorships, trusteeships, local authority councillorships, or provision of services as consultant or agent.
- 1.4.3 On joining the FCA, you must disclose any external employment, appointment or business interest. You will need to obtain written approval in advance from your Director/Head of Department and recorded in the conflicts of interest portal before continuing with this activity.

## **1.5 Leaving the FCA**

### **1.5.1 Summary (ie instant) dismissal**

The FCA has the right to terminate your employment immediately without a payment in lieu of notice or further compensation if you breach the terms and conditions of your employment, are guilty of conduct that brings or may bring the FCA into disrepute and/or in the case of gross misconduct.

### **1.5.2 Working your notice period**

- (i) You will be expected to work your full notice period. However, on occasions, following notice either by the FCA or by you, the FCA may, at its sole discretion, place you on garden leave and continue to pay you your full contractual salary and benefits until your employment terminates in accordance with your contract of employment. The FCA is entitled during your notice period to:

- exclude you from the premises of the FCA, and any regulated firm or other third party at which you may be working at the relevant time on behalf of the FCA
  - require you to carry out specified duties for the FCA other than your normal duties
  - require you not to communicate in your capacity as an FCA employee with firms or organisations regulated by the FCA, other third parties or FCA employees or officers
  - require you to refrain from attending internal and external meetings, or forums that may present a conflict or are commercially sensitive in nature
- (ii) In addition, the FCA is entitled during your notice period to require that you:
- do not have contact with employees or third parties except as authorised by us
  - do not carry out all or part of your duties
  - return to us all documents, portable storage media or devices and other property belonging to us
- (iii) On leaving the FCA, you may not claim employment or connection with the FCA (other than as a former employee) to any third party.
- (iv) We may require you to take any accrued untaken annual leave which is above statutory minimum annual leave during your notice period.

## **1.6 Confidentiality of information**

- 1.6.1 You must observe absolute confidentiality concerning the affairs of the FCA, other than as required to perform your normal duties. This includes all aspects of the FCA's business, committees, tribunals, panels and working groups, as well as the firms and individuals that we regulate. Information must be kept confidential, even if it is favourable and not adverse to the firm or individual concerned. Guidance is available from the General Counsel Division (GCD) on the circumstances in which we and our employees may, in the course of their duties and for regulatory and other purposes, disclose confidential information. You should seek further guidance if you are uncertain as to whether confidential information can be disclosed.
- 1.6.2 You should be particularly discreet in casual, social or other contact with journalists, regulated firms and individuals and other people operating in the financial markets.
- 1.6.3 Disclosing confidential information without permission may be a criminal offence.
- 1.6.4 The duty to observe confidentiality is ongoing and does not cease after you leave the FCA.

## **1.7 Political activities and public debate**

- 1.7.1 If you intend to seek selection as a prospective parliamentary candidate (PPC) or local authority councillor you should try to give at least 3 months' notice to your manager. Where we consider there to be a conflict of interest between your current role and your proposed political involvement, which may be prejudicial to our integrity, your line manager will discuss it with your Head of Department / Director and we reserve the right to move you to other work.
- 1.7.2 Special rules will apply if you are seeking selection as a PPC. You should discuss your intentions with your Director/Head of Department, the HR Helpline and the

Communications Division.

**1.8 Intellectual property**

Any intellectual property created or produced during your employment, with the FCA or related to work carried out by the FCA, may not be used by you except in the performance of your duties. Such work will remain the property of the FCA and you may be required to assign the property rights to the FCA.