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Chief Executive's Introduction

The Financial Conduct Authority is a place where you can build a rewarding career that counts, and feel a real passion for public policy and the difficult issues we face. I am personally motivated by public policy challenges and I believe that the FCA has a unique role in responding to those challenges.

We have been entrusted with important and substantial powers by Parliament. With those powers come great responsibilities. We are an independent public body funded by the firms we regulate, by charging fines. Both direct and indirect regulatory costs are likely to be passed on to individuals and businesses through prices. Therefore, our aim is to use our tools efficiently and manage costs effectively, in a way that delivers the greatest value to the public.

Demographic and economic changes, evolving technology, increasingly complex consumer needs and the FCA's finite resources require us to be very clear about what we prioritise and why. Above all, our goal is to serve the UK public interest through our regulation. We aim to regulate in a way that adds the most benefit to those who use financial services. Our [Mission](#) explains what we prioritise and why. It describes the framework we use to make decisions, the reasoning behind our work and how we choose the best tools for the job.

We hope your time with the FCA is rewarding and enjoyable. As I've said before, we have a big job to do and we could not do it without you - the FCA is nothing without its people.

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.

An infographic titled 'Our values at the FCA' with a purple-to-pink gradient background. It lists six values, each with a corresponding icon and a list of guiding principles. The values are: 'Deliver in the public interest' (person icon), 'Act with integrity' (shield icon), 'Be ambitious' (star icon), 'Work inclusively' (group icon), 'Connect and deliver' (handshake icon), and 'Forge productive links' (group icon). The text is white and yellow, and the icons are white and yellow. The background features a faint illustration of three people in business 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

With effect from 1 January 2019 the Conflict of interests Policy replaces and supersedes the Code of Conduct and therefore with effect from 1 January 2019 all previous references to the Code of Conduct in any FCA documentation (including but not limited to in any FCA policy, any guidance or in your contract of employment) shall be interpreted as references to the Conflict of interests Policy.

1.1.1 Purpose

1.1.1.1 Our Conflict of interests Policy exists to protect our employees, the Financial Conduct Authority (FCA), the Payment Systems Regulator (PSR) and the public. Our work must be carried out in an environment free from conflict or improper influence. We must be able to publicly defend the actions of those who work for us in relation to this Policy to prevent reputational damage. All of us must ensure that we are able to recognise any potential conflict of interests we have and that they do not affect, or appear to affect, a decision of ours.

1.1.1.2 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.

1.1.1.3 This Policy is supported by procedures and guidance referenced throughout the Intranet.

1.1.1.4 Scope

This Policy applies to employees of the FCA.

Principles:

The principles of this Policy align to our values and are:

- (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 potential 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, as well as during the annual attestation process;
- (iv) Do not seek a profit (or avoid a loss) 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; and
- (vi) Exercise caution in managing your finances and do not undertake transactions that, by their nature or purpose, would be improper.

1.1.1.5 Risks to be managed

The processes and controls associated with this Policy are designed to prevent:

- (vii) loss of public confidence that our decision-making is objective, impartial and independent
- (viii) employees failing to recognise, declare and manage any potential conflict of interests
- (ix) employees acting in a way that breaches this Policy

1.1.1.6 Roles and responsibilities

Ethics officer

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 Internal Audit, as required, on any potential concerns about bribery under this Policy
- (vi) monitoring the application of the Policy, including:
 - receiving reports on declared gifts and hospitality and requesting reports on gifts and hospitality to assure that employees are complying with the Policy
 - receiving copies of requests to deal in shares
 - reporting on declarations of interest and relevant attestations to local management, the Executive Committee, the Audit Committee and the PSR Senior Leader Team

Employees

You must meet the requirements of this Policy and follow the underlying processes. You are required to:

- (i) know, understand and comply with this Policy and ask questions if you need clarification or advice
- (ii) escalate any issues you consider appropriate to your manager or the ethics officer
- (iii) inform your manager immediately if your personal relationships,

financial relationships or financial matters change, in case this gives rise to conflict of interests

- (iv) make full, timely and accurate disclosures throughout the year, as described in this Policy
- (v) seek necessary permission for financial transactions
- (vi) confirm annually that you have read, understood and complied with this Policy

Managers

As a manager, you must ensure the requirements of this Policy are being met by those reporting to you. You are required to:

- (i) know and understand this Policy and speak to the ethics officer/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 interest
- (iii) ensure that employees who report to you know, understand and comply with this Policy

1.1.1.7 Attestation

Every year, you are required to attest that you have read, understood and complied with this Policy. This is an opportunity to confirm that you are up to date with the disclosures made throughout the year.

1.1.1.8 Compliance and breaches

We have an individual and shared responsibility to protect ourselves, our colleagues and the FCA/PSR by identifying and promptly reporting breaches of this Policy. If you are aware of breaches of this Policy, you must inform your manager or the ethics officer, making any declaration with full details as quickly as possible.

You should report any conflict of interest to your manager or the ethics officer as soon as you become aware of it. You are required by your employment contract to comply with this Policy, and breaches may result in disciplinary action or dismissal.

1.1.1.9 Exceptions to this Policy

Compliance with this Policy is mandatory. If you feel compliance with this Policy is not possible, you should raise this issue with your manager and seek approval from the ethics officer.

1.1.1.10 Record-keeping

Any disclosure made under this Policy should be done via the Chrysalis system. Managers have access to their employees' disclosure records, and this information will be kept confidential but will be made available where there is:

- (i) a requirement for disclosure for the purposes of managing a potential or actual conflict of interest
- (ii) a requirement for disclosure for the purposes of disciplinary proceedings
- (iii) any legal or regulatory obligation to disclose the information

1.1.2 Conflict of interests

A conflict of interests arises when your work could be affected by your personal financial matters or a close personal relationship. It could also arise if your work could be affected by a personal interest of your close family or any other close personal relationship with an individual. It becomes significant if any person, internally or externally, might reasonably believe there is a risk of your actions, or those of a personal associate, being inappropriately influenced.

1.1.2.1 Conflict of interests, or perceived conflict of interest, may arise in various ways, such as:

- (i) a direct or indirect financial interest;
- (ii) a direct or indirect financial interest held by a commercial undertaking you are connected to;
- (iii) a personal association or relationship with those affected, or likely to be affected, by the information or issue in question;
- (iv) an expectation of a future interest (eg, future employment);
- (v) a previous association with a person affected or likely to be affected by the information or issue in question;
- (vi) an interest arising from a common interest group, such as a trade association or other public or private society;
- (vii) accepting gifts and/or hospitality;
- (viii) a previous or current relationship with a contractor or potential contractor for the FCA or the PSR; or
- (ix) an interest as described in i-viii above of a close family member.

This list is not exhaustive, nor will all the examples give rise to a conflict of interests or the perception of one. If you are unsure of whether a conflict has arisen or may arise in future, please consult your manager or the ethics officer/Conflict of interests team ConflictofInterests@fca.org.uk.

1.1.2.2 Personal relationships

You are required to disclose close personal relationships within the FCA/PSR which could create or be perceived to create a conflict of interests, influence or unfair advantage.

You must declare in Chrysalis and notify your manager of each of the following close personal relationships, and update any changes regarding:

any close family member (spouse or partner, parent, sibling or child):

- (i) working in the FCA or the PSR
- (ii) working in an FCA-regulated firm or a listed firm
- (iii) 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
- (iv) working in financial, economic or political journalism
- (v) working in a firm holding or tendering for a contract with the FCA or the PSR
- (vi) holding a national elected public office (MPs, the Scottish Parliament, the London, Northern Ireland or Welsh Assemblies)

any other close personal relationship with an individual, or an organisation, that could reasonably give rise to an actual or perceived conflict of interests in relation to:

- (i) a specific decision in which you are involved
- (ii) your work more generally, given your role and that of the individual or organisation in question

Please contact the ethics officer/ConflictofInterests@fca.org.uk if you need guidance on whether a close family relationship or close personal relationship should be disclosed. If you cannot reasonably be expected to know the situation of a close family member or close personal relationship, the ethics officer may allow an exception to the disclosure requirement.

1.1.2.3 Discussions on prospective employment with FCA-/PSR-regulated firms or suppliers

Actual or potential conflict of interests may arise when in discussion with a prospective new employer with whom we engage on work-related matters. Human Resources can help determine whether your line manager needs to be alerted to mitigate such risks.

You are encouraged to promptly make Human Resources aware of any active 2-way discussions about prospective employment that you are having with any organisation that is regulated by the FCA/PSR or that you have contact with as a supplier.

We will maintain the confidentiality of the information you provide, unless the nature of the conflict(s) identified makes disclosure to management unavoidable. That would be discussed fully with you in advance.

1.1.2.4 Personal financial matters

Your savings, investments and borrowings sometimes give you a personal interest in decisions. It is important to show that your personal decisions are not influenced by information that you know because of your work, which is often not in the public domain.

Insider dealing - ie, dealing on the basis of 'market-sensitive information' or disclosing it to someone else so they can benefit - is a criminal offence.

To preserve your integrity and protect yourself and us, you must disclose certain financial relationships. You must also seek prior approval for certain personal financial transactions and avoid some transactions altogether.

The financial relationship and personal financial transaction requirements apply to:

- (i) your own financial relationships and transactions
- (ii) any financial relationships or 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

1.1.2.5 Financial relationships

You must disclose each of the following financial relationships in Chrysalis and update any changes:

- (i) A direct holding of securities or related investments in an organisation such as a listed company, FCA-regulated firm or its financial holding company, payment- systems operator (cards and interbank) regulated by the PSR, payment service provider or central infrastructure provider to designated

payment systems.

- (ii) 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
- (iii) £85,000 per person per firm). You do not need to declare the amount, but that the relationship exists.
- (iv) An investment or pension product with an FCA-regulated insurer whose return depends in part on the profits of the insurance company - eg, a 'with-profits' policy.
- (v) A manager of an investment portfolio, including where full or partial discretion is given to the investment manager.
- (vi) The names of organisations with which you have any ongoing formal loan arrangements under which you have borrowed a capital sum of
- (vii) £5,000 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.
- (viii) Any dispute you have with a relevant organisation over the provision of products or services.
- (ix) Any other financial relationship if it could reasonably be considered a potential conflict of interests. This includes deferred remuneration arrangements.

If you are unsure about whether to disclose such a financial relationship, please seek guidance from your manager or the [conflicts of interests team](#).

1.1.2.6 Personal financial transactions

You are required to seek permission before entering into certain personal financial transactions ('dealing').

You must not deal or begin the process of dealing before approval has been given.

You must obtain permission from your manager via Chrysalis for:

- (i) Direct dealings in securities and related investments. Once permission has been granted, you are free to deal, but you must do so within 2 working days, otherwise 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.
- (ii) Permission to buy securities or related investments in an authorised firm or a firm regulated by the PSR will not be granted due to the increased risk of exposure to sensitive information held by the FCA and the PSR.
- (iii) You are not permitted to invest in securities or related investments in any relevant organisations on a short-term, speculative basis. This is for the protection of both you and the FCA/PSR, as such investments could more readily create perception of abuse of information than other investments. Permission will normally not be granted to sell any securities or related investments if the securities have been held for less than 6 months.
- (iv) In exceptional circumstances, you may be given permission, via Chrysalis, to sell (but not buy) securities or related investments when you would normally be prohibited from doing so. An example would be a pressing financial commitment on your part that could not otherwise be satisfied. The decision on whether the circumstances fall into this category must be made both by your manager and, to ensure consistency, by the ethics officer.

1.1.2.7 Personal portfolio managers and discretionary portfolios

You do not need to obtain permission for personal financial transactions in

investment assets that are managed by a personal portfolio manager who has full discretion over investment decisions.

Permission is also not required for dealing in collective investment schemes (such as unit trusts, OEICS and exchange-traded funds), including any held in a general PEP, ISA or other wrapper.

Although permission is not required for the above, you must disclose the relationship(s). For the purposes of disclosure under the Policy, your relationship is with the firm managing your investment rather than with a particular fund.

Under such arrangements, a balanced discretionary portfolio may contain some financial securities.

It is undesirable for you to personally manage an actively traded investment portfolio, notwithstanding the pre-approval process.

1.1.2.8 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.

1.1.2.9 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.

1.1.2.10 Prohibited transactions

Certain kinds of transactions are never allowed. Please:

- (i) Do not purchase or actively manage marketable debt or equity interests (eg, shares) in any FCA regulated firms or their financial holding companies. If you join the FCA/PSR with holdings of such securities, 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 declare your holdings as financial relationships. If you exercise your rights from your prior holdings or sell these securities, you should obtain permission for a personal financial transaction.
- (ii) Do not undertake speculative transactions (eg, transactions motivated by a desire to make quick profits).
- (iii) Do not take out a 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.

Examples of what is not acceptable include:

- (iv) a spread bet that the FTSE 100 will go up or down
- (v) placing a bet that equity X will go up or down in value

1.1.2.11 Carrying out any other financial transaction which could be

seen as sensitive

Your request should be discussed with your manager and considered by the ethics officer. If you are unsure about whether to seek permission for a personal financial transaction, please consult with the ethics officer/Conflicts of Interest team before seeking permission.

1.1.3 Procedure for disclosure of interests

1.1.3.1 Onboarding

Before joining the FCA and the PSR, new employees' personal and financial relationships (as outlined in paragraphs 1.1.2.2 and 1.1.2.5) are considered during the onboarding process. This also applies to existing roles a candidate may hold (such as directorships, relevant community or charity roles, other employment or relevant political activities).

1.1.3.2 On appointment

When you begin work with us, you must complete a Disclosure of Interests form using Chrysalis and declare details of:

- (i) Personal relationships (as outlined in paragraph 1.1.2.2).
- (ii) Financial relationships (as outlined in paragraph 1.1.2.5). This includes the names of organisations with which you hold:
 - securities and/or related investments
 - savings with a single firm above the Financial Services Compensation Scheme's limits
 - pension products
 - investments with life-assurance content
 - mortgages
 - endowment policies
 - collective investment schemes
 - holdings in investment portfolios (including where full or partial discretion is given to the investment manager)
 - interests in hedge funds and private equity funds
- (iii) Any post, other employment or fiduciary positions that you hold, or have held in the past 5 years, with a relevant organisation or an organisation that, to your knowledge, has a contractual relationship with the FCA/PSR.
- (iv) Any of the above interests of your close family or any other close personal relationship, to the extent to which you are aware of the interest(s).

1.1.3.3 Ongoing obligations

You must immediately update your declaration through Chrysalis, and notify your manager, following any changes in the information disclosed under paragraph 1.1.3.2. If your manager changes, you should inform your new manager of the interest(s) you have disclosed. If your role changes, you should discuss your declaration and interests with your manager (whether or not your manager has changed).

In addition to the disclosures under paragraph 1.1.3.2, you must immediately declare to your manager, and others as appropriate, any potential conflict of

interest that arises over the course of your work - eg, at meetings or during discussions. The outcomes of these decisions should be saved in Chrysalis. A general disclosure of interests under the provisions of this Policy is not a substitute for this.

If you are unsure about any aspect of this Policy and how it applies, please seek guidance from your manager or the ethics officer/ConflictofInterests@fca.org.uk before making a declaration.

1.1.4 Gifts and hospitality

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.

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 accumulative 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.

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.

1.1.4.1 Receiving Gifts

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

- (i) All gifts with a recommended retail price (RRP) of under £30 may be retained by you, but they must be recorded in Chrysalis.
- (ii) Monetary gifts (including redeemable vouchers) must not be accepted. If a monetary gift is received, you may ask for it to be donated to a charity of your choice or an FCA- chosen charity. Vouchers must be surrendered to the Conflict of interests team.
- (iii) Any gift received that has an RRP of £30 or more must be recorded in Chrysalis and surrendered to the Conflict of interests team.
- (iv) Table A sets out our position on recording, declaring and surrendering gifts:

Table A

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

- (v) It is not our policy to charge a fee for providing a speaker at a dinner or conference, and if you are invited to speak, it should be made clear that no payment is expected or required. The principles in paragraph 1.1.4.1 apply to all gifts you may receive when giving a speech on our behalf. The principles in paragraphs 1.1.4.1, 1.1.4.3 (iii) and (iv) apply to hospitality you may receive as a speaker.

1.1.4.2 Prizes

There may be occasions when you enter, or are entered into, competitions either by virtue of your employment at the FCA/PSR or at events which you attend as an FCA employee. In some circumstances, if a prize is won, this may be indistinguishable from a gift and could be perceived as a bribe. The gifts policy stated above applies to this.

In general, if you win a prize and it's related to your work at the FCA, the prize must be recorded in Chrysalis. Prizes with an RRP of £30 or more must be recorded and surrendered if they are awarded by:

- (i) the organiser of an event you attend in relation to your employment (and if entry into the draw or competition is an automatic result of attendance)
- (ii) a supplier or prospective supplier to the FCA/PSR
- (iii) a regulated firm
- (iv) a payment-systems operator (cards and interbank), payment-service provider or infrastructure provider

If prizes are awarded in other circumstances, the ethics officer should be consulted on whether it would be appropriate for you to retain the prize. This will be a matter of judgment depending on the circumstances in each case, but relevant factors are likely to include the identity of the donor and whether there was any skill involved in winning the prize.

1.1.4.3 Receiving hospitality

- (i) 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 before you accept. It is important that the FCA/PSR can defend itself against any possible suggestions of undue influence or inappropriate behaviour.
- (ii) Table B provides guidance on what is permissible and whether it is recordable, but it does not cover every situation, so you must apply common sense to each case.

Table B

Type of hospitality	Venue	Permissible (assuming not exclusive or expensive)	Record in Chrysalis – including details of hospitality received and organisation
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 opportunity	Any venue at or away from office premises	Yes	Yes
An evening meal	Any venue at or away from office premises	Yes	Yes

- (iii) There is no complete definition of what constitutes excessive, exclusive or expensive hospitality. It would include offers that are disproportionately lavish (such as invitations to expensive or exclusive cultural or sporting events) and over-frequent invitations from a supplier to individuals or teams at the FCA/PSR. Accepting exclusive or expensive hospitality could easily be misinterpreted by the press or others. Directors (and in the case of directors, their line managers) may authorise acceptance of hospitality not covered in Table B and which could be regarded as exclusive or expensive if, in their judgement they consider it appropriate.
- (iv) 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 manager and recorded in Chrysalis. 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 manager and record it in Chrysalis.
- (v) 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. The position on hospitality is detailed in Table B.

1.1.4.4 Giving gifts and hospitality

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 and must be recorded in Chrysalis
- (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

1.1.5 Bribery

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.

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.

Corruption is the abuse of entrusted power or position for private gain.

Bribery is a criminal offence. Individuals found guilty can be punished by up to 10 years' imprisonment and/or a fine. If we fail to prevent bribery as an employer, we can face significant damage to our reputation.

We do not tolerate any form of bribery or corruption, and we will uphold all laws relevant to countering bribery and corruption.

All reported incidents of actual or suspected bribery or corruption will be promptly and thoroughly investigated and dealt with accordingly.

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 a 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

Preventing, detecting and reporting bribery and other forms of corruption is the responsibility of all those working for the FCA and the PSR.

If you are offered a bribe, or asked to make one, or if you suspect that any bribery or corruption has occurred or may occur, you must notify your manager immediately. If this would be difficult for any reason - for example, if you are concerned that your manager is involved - you should raise your concern with the Director of Internal Audit in accordance with the Whistleblowing Policy. Additionally, all concerns relating to bribery and/or corruption must be reported to the ethics officer. If you are unsure about whether a particular act constitutes bribery or corruption, you should consult with the ethics officer or the director of internal audit.

We aim to encourage openness and will support anyone who raises genuine concern in good faith, even if they turn out to be mistaken. It is essential that all employees

are able to report their concerns promptly and without fear of reprisal or victimisation and are aware of the means to do so. The FCA's Whistleblowing Policy underlines our commitment and support for those who raise concerns.

1.1.6 Definitions

The meanings of the words and expressions used in this Policy are set out below.

- (i) Close family: Any close family members (ie, spouse/partner, parents, siblings, children).
- (ii) Dealing: 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.
- (iii) Employees (permanent or temporary): Includes executive members of the Board, advisers and FCA employees seconded to other organisations.
- (iv) Ethics Officer: The Company Secretary of the FCA and the PSR, or another such person with responsibility for administering and interpreting the Conflict of interests Policy.
- (v) Hospitality: Invitations to attend an event (including sporting and cultural events), meal or other similar occasion where you can reasonably be perceived to be representing the FCA or the PSR.
- (vi) Manager: Includes managers of employees.
- (vii) Relevant organisation: A company, or any company within the same group of companies, that:
 - is, or is seeking to be, listed on the London Stock Exchange or is otherwise publicly traded and/or quoted in the UK
 - is regulated in the UK by the FCA, including those companies subject to supervision, monitoring and/or enforcement work
 - is regulated by the PSR, including those companies subject to directions, monitoring or enforcement work
 - any other firm subject to an investigation by the FCA or the PSR under the Competition Act 1998

Where a company is listed or otherwise publicly traded in more than 1 country, and 1 of those countries is the UK, the company is still considered a relevant organisation. Relevant organisations also include payment-systems operators (cards and interbank), payment-service providers, infrastructure providers and businesses that rely on these systems.

Securities and related investments: 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.

1.1.7 What do I need to report, disclose and seek approval for?

- (i) In Chrysalis, I must disclose and keep up to date my list of:

[Personal relationships](#)

[Financial relationships](#)

- (ii) I must gain approval for:

[Personal financial transactions](#)

(iii) If I am offered hospitality or gifts:

I should consult with my manager if I am in doubt about [what I can accept](#)

I must report any hospitality or gifts received via [Chrysalis](#)

(iv) Bribery:

I think I have been offered a [bribe](#)

(v) If I have a question about this Policy, I should:

Speak to my manager, the Ethics Officer or a member of the [Conflict of interests team](#).

Remember:

	Employees	Managers
Declaration of interests	<ul style="list-style-type: none">• Discuss any interests and potential conflicts with your manager and agree on a way to handle them.• Declare your financial positions and relationships in Chrysalis (and those of your close family and associates, if you are aware).• Declare any conflicts that arise during the course of your work (eg, at a meeting or during discussions).• Update your financial-position and relationship declarations in Chrysalis as things change, and attest that you have reviewed them annually.	<ul style="list-style-type: none">• Discuss interests or conflicts with new starters (including internal hires) on your team; encourage your employees to tell you about any emerging conflicts.• Take appropriate action to manage conflicts where necessary. This could be by declaration alone, exclusion from discussions or decisions or removing the individual from the role/project, depending on the significance of the conflict.• Speak to the ethics officer for help and document any action you take.
Personal dealing	<ul style="list-style-type: none">• Obtain approval from your manager before you buy or sell securities and related investments.• Remember that you are prohibited from dealing in contracts for differences (CFDs) in UK company securities, UK indices/sectors or the UK equity market as a whole.• Attest that you have complied with the requirements annually.	<ul style="list-style-type: none">• You should talk to the individual about their request and consider if there are exceptional circumstances for dealing. Seek clarity on employees' familiarity with their dealing instruments – whether it is consistent with previous patterns of dealing and their motivation for dealing.• You should speak to the Conflict of interests team to ensure consistency or for help.• Other requests to deal should be considered in the context of the work carried out by your team and the information to which employees have access.• When you receive a dealing request, if you take no action within 2 days, the request will be escalated to your manager.

<p>Gifts and hospitality</p>	<ul style="list-style-type: none"> • Record all gifts (except 'token' gifts) and hospitality given or received in Chrysalis. • Declare and surrender gifts with a retail value over £30 to the ethics officer. • Seek approval from your director before accepting expensive or exclusive hospitality. • Seek approval from your manager before giving gifts and hospitality and record in Chrysalis. • Attest annually that you have complied with the Bribery Act 2010. 	<ul style="list-style-type: none"> • Remind employees to speak to you about gifts or hospitality they receive. • Ensure that employees are aware of the policy and that they must seek pre-approval from their director for acceptance of expensive or exclusive hospitality.
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1.1.8 Legislation

1.1.8.6 Market Abuse and insider dealing – an outline

The market abuse regime was introduced in December 2001, and has since been updated to take account of EU legislation, the Market Abuse Regulation (Regulation No. 596/2014), which began to apply on 3 July 2016. The main provisions of the regime are set out in the Market Abuse Regulation itself, alongside its implementing legislation. The Financial Services and Markets Act 2000 (FSMA) has been amended to accommodate the new regime, for example to give the FCA the requisite powers to supervise and enforce the Regulation. The FCA has also set out guidance in the FCA Handbook on the new market abuse regime.

Certain of the types of market abuse defined in the Market Abuse Regulation involve the misuse of information where that information is relevant and not generally available. One factor to be considered when assessing whether behaviour amounts to market abuse is whether the person concerned has acted in accordance with the standards expected of them given their position in relation to the market. FCA staff are expected to observe the highest standards in relation to their personal dealings. The market abuse regime is a civil regime and, in cases where market abuse has occurred, the FCA can impose a financial penalty, as well as taking other action such as seeking an injunction to freeze a person's assets, or making a public statement.

Below is a link to MAR 1 in the FCA Handbook, which includes some interpretative guidance on these offences:

<https://www.handbook.fca.org.uk/handbook/MAR/1/1.html>

The UK also has a criminal insider dealing regime, which is set out in the Criminal Justice Act 1993 (the CJA). This makes it a criminal offence for an individual who has information as an insider to either deal in securities on a regulated market, to encourage another person to deal on a regulated market, or to disclose inside information. Regulated markets include, for example, all major

European stock exchanges such as, but not limited to, the London Stock Exchange and NYSE Euronext. When trading through a professional intermediary, the CJA extends to transactions on markets other than regulated markets. The FCA may decide, in concluding investigations into a potential misuse of information or an insider dealing case, that the behaviour is sufficiently serious to justify a criminal prosecution. An offence under the CJA is punishable by up to seven years imprisonment or a fine, or both.

Part 7 of the Financial Services Act 2012 also contains other criminal offences, such as the offences of making misleading statements and misleading impressions. These are punishable by up to seven years imprisonment or a fine.

1.1.8.7 Bribery and corruption - an outline

The Bribery Act 2010 (the Act) has consolidated previous UK legislation relating to bribery and introduces four new offences which are relevant to employees accepting and giving gifts and hospitality. These new offences are set out below:

making a bribe - the promise or giving of an advantage with the intention of inducing or rewarding the improper performance of a relevant function or activity

accepting a bribe - the receipt or acceptance of an advantage for the improper performance of a relevant function or activity

bribery of a foreign public official where the intention is to influence an individual in their official capacity in order to win or retain business

failing to prevent bribery - a strict liability corporate offence where a commercial organisation fails to prevent bribery by those performing services on its behalf

Since the introduction of the Act, industry and public focus has centred on its application to gifts and hospitality. Sensible, reasonable hospitality, gifts or promotional expenses (and business trips) which, in their broader context, are not aimed at influencing performance and decision making, will remain outside the scope of the Act and should not attract prosecution. Only where the payment, gift or hospitality is extraordinary or lavish, or has the ability to influence or reward improper performance by the recipient, will the payment be scrutinised under the Act.

It is clear that those working in regulation and procurement are possible targets for bribery. Therefore employees should be cautious about accepting or giving any gifts or hospitality.

The Act makes offering or accepting bribes illegal. To comply with the Act the FCA is required to implement a policy which reflects the Act's terms. It is the responsibility of each employee to understand and comply with the policy. In addition bribery has been added to the list of wrongdoings that qualify for protection under the Public Interest Disclosure Act 1998. This is reflected in the FCA Whistleblowing Policy and the acceptance or the offering of a bribe can be found in the list of examples of gross misconduct.

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 [PeopleHub](#).

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

Overview

Context

It is essential that we use our information and related systems appropriately and legally while maximising the benefits of new technologies and practices in a secure way. 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 operating 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 the losing or compromising information which may affect the FCA's ability to discharge its duties. In doing so, we expect everyone to be diligent and use reasonable professional judgement when handling information and using the technology provided. It is important to follow these requirements as failure to comply with this policy could result in you and the FCA being exposed to greater risks. You remain accountable for all actions performed on FCA systems using the accounts provided to you, so it is important that you protect yourself and the FCA.

Purpose

This policy sets out the FCA's key requirements to direct you on the most important practices and prevent inadvertent mistakes that can lead to the loss or compromise of information. To help guide you to drive a robust security culture throughout the organisation, the Policy is structured across 7 expected behaviours, each supports the FCA'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 and contractors of all FCA legal entities and third parties processing information on behalf of the FCA). 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 need further clarification, you should refer

to other associated policies, standards and guidance, ask your line manager or contact the Policy Owner, Cyber & Information Resilience via the Do No Harm [mailbox](#).

1.3.1 Be Organised - manage information correctly

As part of the FCA's mission we are increasingly reliant on our ability to fully harness and exploit the data and information we 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 Classification scheme (see table 1 within this policy).

Handle information in accordance with its classification. Please refer to the [Information Classification and Handling Guide](#) for further details.

Adhere to any additional requirements specifically set out by your local business area and the [FCA's Information and Records Management policy](#).

Ensure information identified as being an FCA business record is retained within approved network repositories (such as LiveLink, or case management systems such as Intact), which can maintain version control, auditability and search capabilities. Further information on what constitutes an FCA business record, can be found on our [Information Management Intranet pages](#).

Dispose of information when no longer needed in line with [the FCA records retention schedule](#).

You must not

Access information without a legitimate business need.

Keep information longer than is necessary - refer to the [FCA records retention schedule](#).

Use systems such as OneNote and OneDrive 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.

Create unique paper records if a suitable digital solution is available.

What is the harm?

We are expected to hold ourselves to the highest standards, and meet all relevant regulation. We are subject to Freedom of Information requests, 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, if we are deemed to be failing our legal responsibilities. We also 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.

1.3.2 Be Proportionate - gather and use information ethically and within the law

We manage a wide range of information, including personal data (defined as any information relating to an identifiable living individual who can be directly or indirectly identified from that information either on its own or with other information). There are a number of legal requirements relating to how we collect, use, store and dispose of information. Specific legislation such as the EU's General Data Protection Regulation (GDPR) and the Data Protection Act 2018 exist to protect individuals' right to privacy by governing how an organisation must handle their personal data.

You must

Only access or use data where there is a legitimate business purpose. In doing so, you must ensure that you act lawfully, ethically, fairly and transparently.

Only use data for the purpose for which it was intended.

Ensure that the volume and type of data collected is proportionate to the business need.

Be aware of the steps needed when collecting or using special category personal data. This is data which reveals the racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, biometric data and data concerning health, sex life or sexual orientation.

Provide all and necessary assistance within the required timeframes, if you are requested by the Information Disclosure Team to assist with a formal request from a member public or other individual that is exercising their legal rights under the GDPR, Data Protection Act 2018 or FOIA.

Refer to the FCA's [Data Privacy Policy and Procedure](#) for further guidance.

You must not

Access, collect or use personal data unnecessarily.

Commence any new collection or processing of personal data (fundamentally different from an existing process) until you have sought advice from the Cyber & Information Resilience team to determine if a data privacy impact assessment is needed.

Commence the processing of existing data already collected but for a fundamentally different purpose until you have sought advice from the Cyber & Information Resilience team to determine if a data privacy impact assessment is needed.

Transfer personal data to another jurisdiction without referring to the [Data Residency & Access Standard](#).

What is the harm?

It is important that you understand your personal obligations in relation to data protection and recognise the need of being proportionate and transparent in the use of personal data. There are a number of tools available to the Information Commissioner's Office for taking action to change the behaviour of organisations and individuals that collect, use and keep personal information. They include criminal prosecution, non-criminal enforcement and audit. The Information Commissioner also has the power to serve a monetary penalty notice.

1.3.3 Be Careful - think before you click/stay safe online

We have an increasing dependency on new and more flexible technologies. We need to maintain our awareness of new and growing threats, especially when using 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, 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 allows limited personal use of the provided communication systems, so we expect you to apply diligence and good judgement when using these facilities in your day to day duties.

You must

Be vigilant for malicious emails such as 'phishing', messages, calls or other requests that might seek access to information or undermine the security of our IT systems. Immediately report any such request using the 'Report Phishing' button within Outlook or via Phishing@fca.org.uk if using a FCA

You must not

Send any information to a personal email address or Auto-forward any FCA emails to external addresses (this excludes your own personal information such as personal training certificates, your own CV and remuneration details).

Access internet sites (including social media) containing or promoting inappropriate material (sexually explicit,

Samsung mobile, or using bring your own device.

Exercise caution when clicking on links or accessing websites.

Contact the IS Service Desk immediately if our anti-virus software alerts you that you have received an infected email.

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 and to the [C&IR Counter Threat Unit](#).

Report the receipt of inappropriate material to your line manager.

Transmit (using channels such as email, post and telephone) and transport information in accordance with the [Information Classification and Handling Guide](#).

promoting terrorism, illegal activities, defamatory etc) or allow unlawful access to copyrighted or licensed material when using FCA equipment.

Download unapproved software (including screen savers and games) to your FCA device. Refer to the IS Service Desk for further support.

Use your FCA phone to make personal calls overseas.

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.

1.3.4 Be Discreet - outside the office and on-line

The adoption of new digital technologies provides us with opportunities to work in an agile way. Taking advantage of these tools improves our efficiency and collaboration 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 information considered as Controlled Distribution or Highly Sensitive (HSI).

Ensure you only share information with authorised parties when using collaboration tools such as Skype for Business, WebEx, Salesforce, OneDrive and Chatter.

Consider your environment and how you may be overlooked in a public space before reading or working on information. Position yourself to ensure you cannot be 'shoulder surfed' by unauthorised parties and in addition, use a privacy filter on hybrids.

Avoid including Controlled Distribution and HSI 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.

You must not

Use instant messaging 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.

Share content which is inappropriate, illegal, discriminatory or otherwise offensive.

Work on information classified as HSI or Controlled Distribution in a public space where information could be seen easily by unauthorised parties.

Refer to or post any information relating to the FCA on social media not already in the public domain.

Choose answers to security validation questions from information that is readily available on social media.

Seek guidance before travelling overseas with FCA equipment. Further guidance can be found on the [Travel Safety Site](#).

Ensure your conduct on social media does not bring the FCA into disrepute or conflict. Further guidelines can be found via [Internal Communications](#).

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 can be overlooked, exposing you as a potential target for criminals. This can also lead to an increased risk to your personal safety if your equipment and information is targeted by thieves.


1.3.5 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. The clear desk requirements form part of this policy and extends to support flexible working but you must ensure your working practices are considered and information is suitably protected at all times. 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.

Ensure that information is securely stored in a locked cabinet or equivalent when not in use for a prolonged period of time and any default locker pins are set to a chosen personal code.

Lock computer screens prior to leaving them unattended (eg using the  L keys or the single F9 key on hybrid keyboards).

Use FCA authorised printing facilities only and minimise the printing of documents where possible, instead use information in digital form whenever possible.

Consider your requirements to remove papers from the office including personal note books, ensure you have business and line manager support to justify taking papers outside of the office - whenever possible utilise more secure digital options available.

You must not

Leave any FCA equipment, papers including 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 accepts no liability for the loss or damage to any of your personal property.

Leave Controlled Distribution or HSI printed information unattended on desks or not collected from communal or printer areas.

Take printed papers outside of the FCA office unless you have discounted alternative secure digital options.

Dispose of FCA 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.

1.3.6 Be Secure - Protect information, passwords and equipment

It is essential that you integrate security controls into your day to day working habits to apply protection of information, systems and related equipment such as laptops, hybrids, smart phones. It is for this reason that you need to remember the value of these assets and facilities 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 Markets Act 2000 (FSMA), so we have an obligation to ensure we manage this information correctly.

You must

Take reasonable precautions to ensure FCA equipment and information is protected from theft or loss.

Only store and process information on approved systems and cloud services. Examples can be found on our [Information Management intranet pages](#).

Only use FCA supplied/approved audio conferencing and/or video conference facilities to communicate information by video.

Ensure you adopt strong passwords that cannot be easily guessed and change your password immediately if you believe it has been compromised.

Ensure credentials such as passwords are kept securely and never written down. Consider using the FCA's approved password "wallet" (available from the IT Service Catalogue) which can aid in the storage/management of passwords in a protected (encrypted) format.

If using the FCA 'Bring Your Own Device' solution, comply with any applicable Terms and Conditions - note the FCA has the right for data contained only within the BYOD application to be wiped in the event of the device being lost or stolen.

You must not

Use non-FCA voicemail or text messaging systems to communicate Controlled Distribution or HSI information. (If required request the recipient to call back to avoid divulging sensitive information)

Share your passwords with anyone (including line managers, IT support staff or family members) - Refer to the [Passwords and Delegated Access Guidance](#) for information on delegating permissions within FCA systems.

Use FCA user credentials or FCA email addresses for personal use, such as personal social media accounts or online shopping.

Disable or attempt to bypass security controls (such as anti-virus software or firewalls) or attempt to use alternative means to access blocked websites, content or services.

Connect unauthorised devices to the FCA corporate network.

Connect or use any removable media (such as memory sticks) that originate 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 or damage to FCA equipment, IT services and the loss and compromise of information leading to potential harm to consumers, firms and loss of public confidence.

1.3.7 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 and 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-compliance or near misses in line with the [Incident Reporting guidance](#).

Report all known or suspected incidents using the [Lost/Stolen reporting process](#) or telephone the Security Control Room telephone helpline on 0207 066 2222. – Full contact details can be found on your Emergency & Incident Card).

Report incidents if you observe any wrong doing 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.

Wait until the next working day 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. In some instances (such as loss or compromise of personal data) we have an obligation to report incidents quickly to 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.

1.3.8 Training and Awareness

You must complete related Acceptable Use training/required reading within eight weeks of joining the FCA and then in line with the FCA training calendar.

1.3.9 Non-Compliance

The FCA reserves the right to monitor use of all its information systems as required by law, or for other regulatory or business purposes. Information gathered through monitoring may be used, but is not limited to, measurement and enforcement of the requirements detailed within this, and other FCA policies.

Non-compliance with the policy without prior authorisation may result in formal action under the FCA's Disciplinary Procedure. Waivers under this policy will only be permitted under exceptional circumstances and must be submitted via the published C&IR Waiver Process.

Table 1 - FCA Information Classification Scheme

	Classification	Protection	Potential Harm	Examples
Need to Know	FCA Highly Sensitive Information	Information that requires stringent protection and should only be shared with those that have an absolute need to know.	Unauthorised disclosure would cause severe harm to the operation of a market; a major shift in market price for a high-profile firm or group of firms; information that could permanently harm the FCA	<ul style="list-style-type: none"> Information about imminent high profile firm failures Merger of acquisition information for a high profile firm
	FCA Controlled Distribution	Information that requires additional protection from unauthorised disclosure, and should not be freely shared across the FCA.	Unauthorised disclosure could cause long-term harm to the FCA, a firm, or consumers or individuals.	<ul style="list-style-type: none"> Inside information/ information within scope of MAR Personal private information as defined by GDPR, eg Colleague HR Information Commercially sensitive information
Need to Share	FCA Restricted	Information that requires protection from unauthorised disclosure, but can be shared freely across the FCA.	Unauthorised disclosure could cause short-term harm to the FCA, a firm, consumer or individual.	<ul style="list-style-type: none"> Majority of Section 348 data (FSMA) but in some circumstances can feature in higher classifications Project documentation Standard and operating procedures
	Unrestricted	Information that can be freely shared across the FCA and does not require explicit protection	Unauthorised disclosure would cause limited/no harm to the FCA, a firm, consumer or individual.	<ul style="list-style-type: none"> Published corporate documentation, eg Annual Report and Accounts Published regulatory principles and policies Training materials

Please see our [Information Classification & Handling 'at a glance' guidance](#) document for further information.

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 policy

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.

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 Political Impartiality Policy

As an independent public body, the FCA is politically impartial and serves the public without bias towards one political party or another. We also recognise the right of every employee to hold political opinions and to take part in political activity in their own time.

As an FCA employee you are required to be strictly impartial in the way in which you carry out your day-to-day duties. You must not engage in the following activities whilst carrying out the FCA's work.

- do not say anything that suggests or implies that the FCA supports a political group or holds a particular political viewpoint;
- political campaigning;
- engage in political activity while working, or using FCA premises, systems or resources;
- wearing or displaying political symbols, e.g. badges or t-shirts with political slogans;
- attempting to influence others into holding a political opinion or trying to engage them in political activity;
- holding organised meetings with other employees with the specific intention of discussing political view points;
- inviting politicians, political figures or lobbyists to speak at FCA events without approval from the Communications Division;
- expressing political views to other parties such as consumers, firms or stakeholders, whether verbally, by email or in writing.

The FCA does not wish to prevent employees engaging in casual, cordial conversations with each other about their personal political views but these should be approached sensitively, in a manner that is respectful of others and conducive to a professional working environment.

Employees are free to engage in political activity outside work, provided that:

- any activity is carried out in your own time
- you make clear that your involvement is solely in a personal capacity
- you do not publicise that you work for the FCA, take care to avoid any suggestion that the FCA supports or endorses a political opinion and ensure that personal views you share cannot be interpreted as compromising the FCA's political impartiality, as referenced in the Social Media Policy (section 1, 1.8 of the employee handbook).
- you ensure you carefully consider whether any views you share could be interpreted as compromising the FCA's political impartiality.

When referencing politics on your social media channels, in line with the social media policy 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 that views of my employer.' (Social Media Policy, section 1.1.8 of the employee handbook).

If you intend to seek selection as a prospective parliamentary candidate (PPC) or local authority councillor you should refer to the relevant contractual terms set out under Political Activities and Public Debate (section 2, 1.7 of the employee handbook).

You must also disclose any conflicts of interest that may arise because of any political activity

in which you are or will be engaged. This is in accordance with the Conflicts of Interest Policy (section 1, 1.1 of the employee handbook). In collaboration with the Ethics Officer, your Line Manager will also provide specific advice and guidance relating to any conflicts of interest.

If you are offended by, or concerned about, another employee's behaviour in relation to political activity or the expression of political opinions at work, you should raise the matter with your manager or the employee's manager.

If you are found guilty of breaching the political impartiality policy disciplinary action may be taken against you up to and including dismissal from the FCA in line with the Disciplinary Procedure. (section 4.6 of the employee handbook).

1.10 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 Code of Conduct 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 or the Director of Internal Audit.

If you feel you need independent advice relating to whistleblowing, you may contact the independent charity - Public Concern at Work (www.pcaw.co.uk/index.htm) on 0207 404 6609, or email helpline@pcaw.co.uk. Public Concern at Work gives free and confidential advice on whistleblowing matters. Please remember that you must not disclose any confidential information.

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
- ☐ 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

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

1.11 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.

1.12 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.

1.13 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.

1.14 Travel and expenses policy

You should read the [travel and expenses policy](#) on the Intranet, and ensure all relevant expenses are submitted within 30 days of incurring the cost, supported by the appropriate documentation and authorisation. We will pay all valid and approved expense claims within 14 days of receipt, and we will advise you of ineligible expenses within 72 hours of receipt.

The travel and expenses Policy is comprehensive but it is not possible to set out rules to accommodate every situation. You must adhere to the express terms in this policy but also exercise your judgment 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 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 [Accounts Payable staff expense department](#).

1.15 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.

1.16 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.

1.17 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.

1.18 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.

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.

1.19 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 FCA an opportunity to provide any training and coaching required and for the line manager and the employee to discuss progress in the role. In this way, the employee can ascertain whether this is the right role for them, and the FCA can ascertain 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 taking into account the requirements of the role.

The length of the probationary period is as set out in your contract of employment. If your line manager is satisfied that you meet the required standards then your appointment will be confirmed in writing. The probationary period will automatically continue until you receive written confirmation of the successful completion of your probationary period.

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 it is felt that insufficient progress is being made or that you are unable or unwilling to meet the requirements of the role then the appointment 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 and discretionary annual performance bonus award. 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

We are committed to developing the skills of our people by enabling you to perform any public duties that you may be committed to undertake.

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties including duties as a jury member, tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.

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

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. You will be advised at the Court 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 lost earnings.

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

Other voluntary public duties

As soon as you are aware that you will require time off for performance of a public service you should notify your line manager in writing, providing full details of the time off that is being requested 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 the 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 FCA's operations.

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

You must record your public duty absences via [PeopleHub](#), 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.

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 FCA expects and requires.

3.1.1 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, annual performance bonuses, overtime (if appropriate), holiday and sick pay.

The FCA sets its base salaries using the financial and non-financial sectors as benchmarks to create job families. As a general principle, salaries at the FCA are around the median for the relevant job family and 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 [PeopleHub](#). 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, holiday pay, sick pay, maternity payments and any other type of pay. Amounts that you owe may include season ticket loans or other loans, expenses allowance, holiday 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 holidays, 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

Salaries are normally reviewed annually with any increases usually taking effect from April. Any increase will be at the sole discretion of the FCA. The annual pay review process is carried out in the last quarter of the performance review year. All employees are eligible to participate in the annual pay review with the following exceptions:

- if you join the FCA after 31 December in any year, you will not be included in the pay review for that year
- if you are in your probationary period as at 1 April and joined the FCA before 31 December you will be included in the annual pay review, but any increase agreed will not be awarded until after you have successfully completed your probationary period and your appointment has been confirmed
- if you are the subject of 'Stage 2' or above disciplinary investigation your inclusion in the pay review will be postponed pending the outcome of the investigation. Dispensation may be given to Stage 1 investigations.

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 on or before the April pay date.

Annual performance bonus plan

We operate a discretionary annual performance bonus plan which is available to all employees. The plan offers employees the opportunity to receive a payment of up to 35% of their average salary for the performance period, depending on their performance and contribution.

Performance bonuses are non-pensionable and not guaranteed. The plan is reviewed regularly and may change without notice. Receiving a bonus award in one year does not mean you will receive a payment in subsequent years.

Employees will be excluded from the annual plan if:

- they have given or received notice of termination of employment on or before the April pay date
- they have less than 3 months' service at 1 April

Employees may be excluded from the annual plan if:

- they have been subject to sanctions (eg warnings) under the disciplinary or performance management procedures within a period to be determined by the FCA in each case
- are on any stage of the Disciplinary and/or Performance Management procedures

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.

3.1.2 The impact of absence on pay and annual performance bonus awards

Sickness absence

All employees are eligible for a pay review irrespective of any sickness absence.

Unless persistent, short term absences (any period of sickness between 1 and 7 working days in any rolling 12 month period) will not affect any annual performance bonus award.

Extended absences (between 8 and 65 working days in any 12 month rolling period) may affect any performance bonus award.

Long-term absences (of 66 days or more in any rolling 12 month period) will trigger, if any annual performance bonus is payable, a pro rata amount to reflect the actual amount of time at work, and therefore the actual contribution.

Maternity leave

Employees on maternity leave will be considered for a pay review and any annual performance bonus award. Any bonus will be based on individual performance and will not be pro-rated for the first 39 weeks of maternity leave. However, it will be pro-rated for any unpaid leave taken thereafter.

Adoption leave

Employees on adoption leave will be considered for a pay review and any annual performance bonus award. Any bonus will be based on individual performance and will not be pro-rated for the first 39 weeks of adoption leave. However, it will be pro-rated for any unpaid leave taken thereafter.

Shared parental leave (SPL)

Employees on SPL will be considered for a pay review and any performance bonus award. Any performance bonus will be based on individual performance and will not be pro-rated for:

- the first 39 weeks of SPL
- any SPL which, when combined with maternity leave, adoption leave or paternity leave, amounts to 39 weeks total leave

However, it will be pro-rated for any unpaid leave taken thereafter.

Other unpaid leave

Employees on all other types of unpaid leave, including but not limited to parental leave, time off for dependants, unpaid compassionate leave and career leave will be considered for a pay review and performance bonus award. Any performance bonus will be based on individual performance and will be pro-rated for unpaid leave taken in the relevant performance year.

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 Administrator/Secretary grades 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 [PeopleHub](#)
- ☐ 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

Overtime rates for Administrators/Secretaries working 36 hours or more during 1 week

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:

Out of Hours Working	
Monday to Friday	<ul style="list-style-type: none"> • Time off in lieu wherever possible • 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
Weekends (attendance commencing between midnight Friday and 5am Monday) or public holidays	<ul style="list-style-type: none"> • A flat rate payment of £80 plus • payment for each completed period of 15 minutes worked, at 1.5 x pensionable salary hourly rate

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.

4.1.1 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

4.1.2 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 28 hours paid leave per financial year (pro-rated for part time employees), this should be recorded under the iTime code: BS Other - Work in Community. Please see the [Volunteering Policy](#) for more 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:

- (x) **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.
- (xi) **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.

- (xii) **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.
- (xiii) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (xiv) **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 holiday. 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 Code of Conduct
- 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 or bonus
- 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.

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 [PeopleHub](#) with your intended maternity leave dates so that HR can ensure you receive a pregnancy risk assessment and provide you with more information on the maternity process. The request will not go to your line manager, but will be recorded in your absence record, which your line manager will be able to view.

Once you have notified us of your pregnancy, the HR Helpline will organise a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take necessary steps to avoid any risks identified affecting your health and safety as a new or expectant 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 11th 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 holiday 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 pay review and bonus 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 PeopleHub 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 [PeopleHub](#) 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 (you will not be able to access the application form in [PeopleHub](#) - 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 3 weeks of paternity leave, regardless of your length of service. This must be taken in a block of either 1, 2 or 3 consecutive weeks.

Paternity leave can start on the date of the child's birth (or adoption placement) or a later date of your choosing. However, it must end within 56 days of birth/placement or within 56 days of the first day of the expected week of childbirth ('EWC') if the child was born early.



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

- you have continuous employment for 26 weeks ending with the 15th 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 baby's biological father or the partner/husband of the mother (including same sex partner) 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.

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 must raise a paternity leave request via [PeopleHub](#) at least 15 weeks before the week your baby is due or no more than 7 days after you/your partner are notified of having been matched with the child, 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 [PeopleHub](#). 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 [PeopleHub](#) – 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 [PeopleHub](#) 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 [PeopleHub](#) 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 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 [PeopleHub](#). 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 pay review and bonus 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 (you will not be able to access the application form in [PeopleHub](#) - 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.

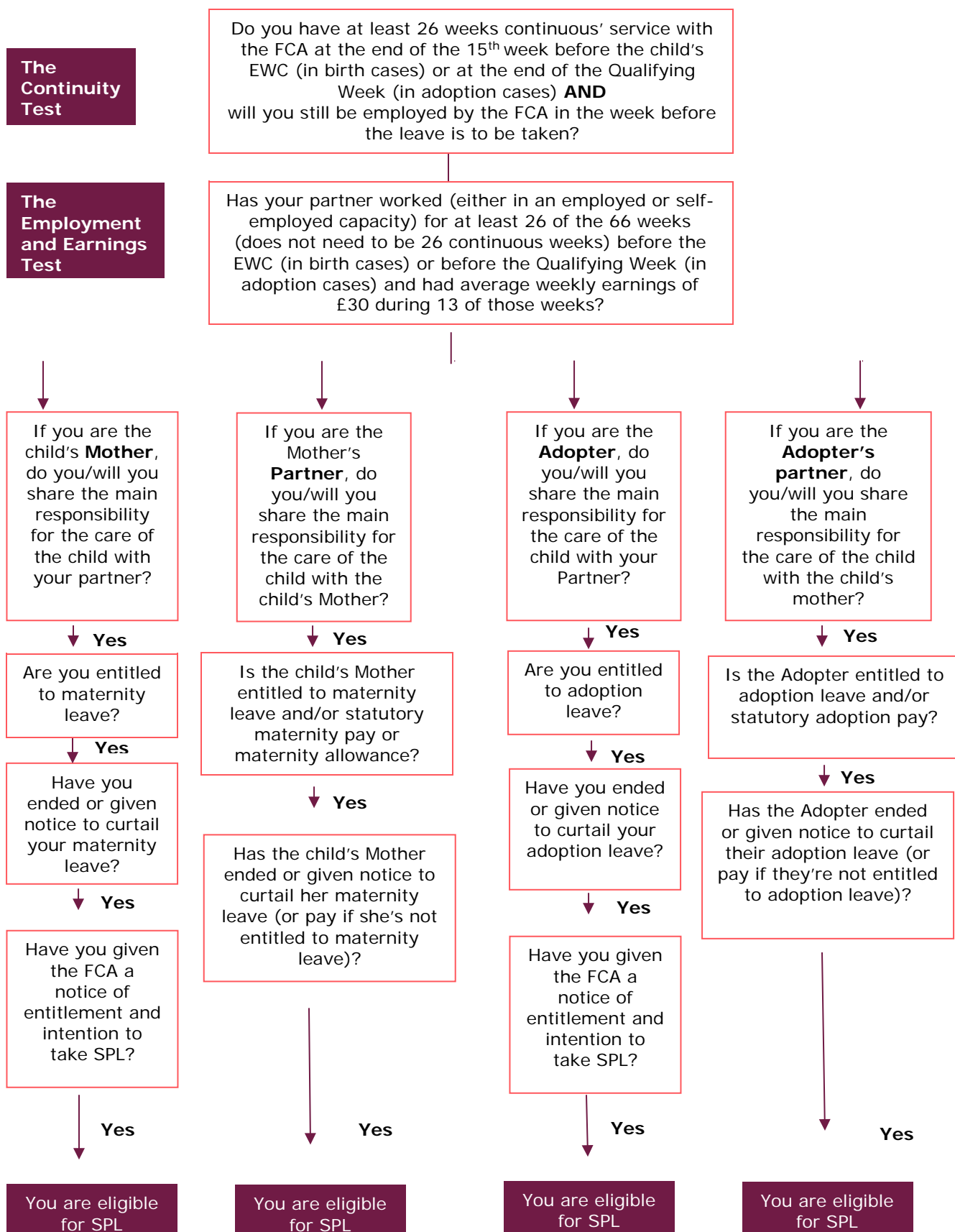
Qualifying Week means the week, starting on a Sunday, during which the adoption agency notifies you that you have been matched with a child for adoption.

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



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.

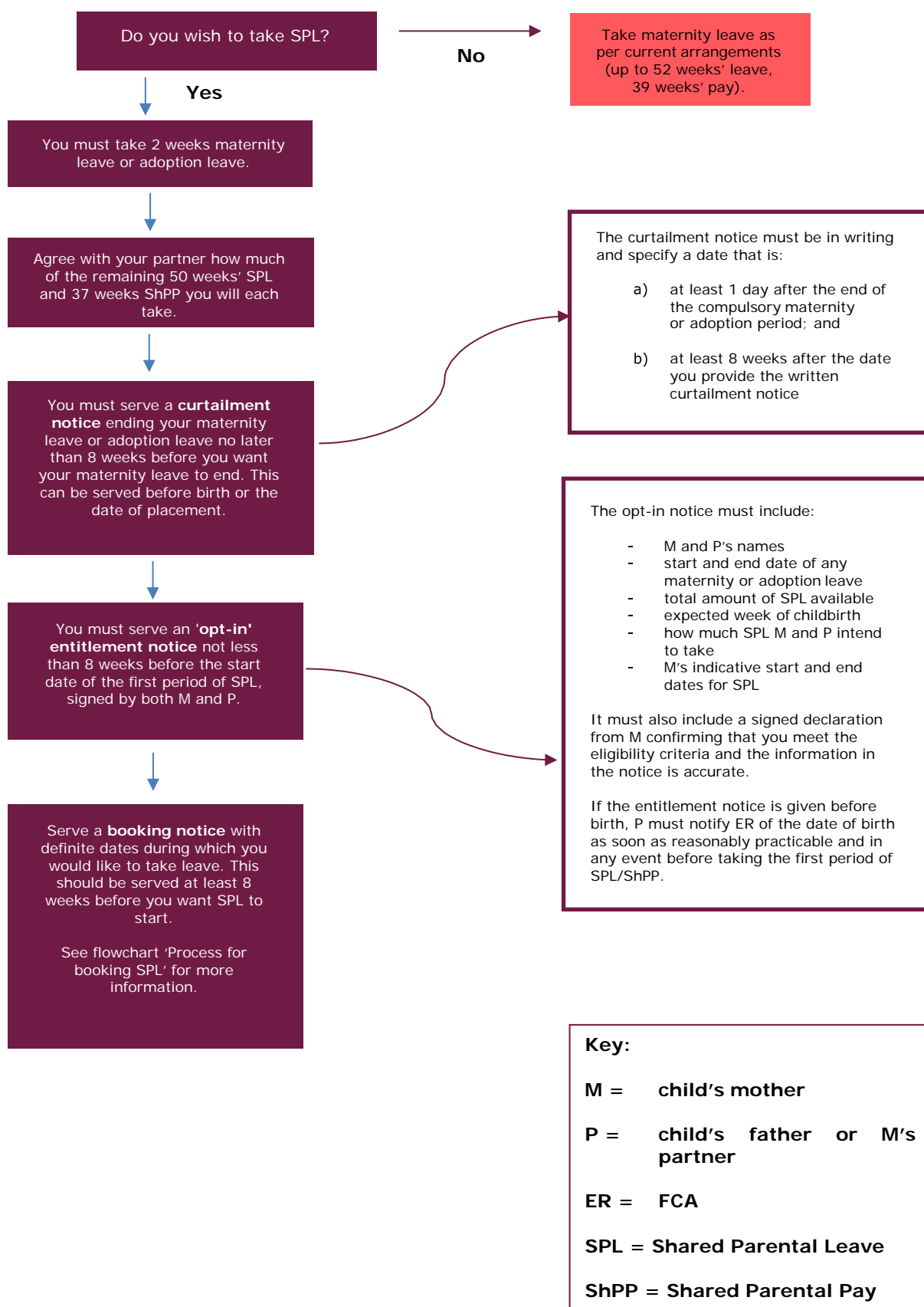
A discontinuous period of leave means a set number of weeks of leave over a period of time, with breaks between the leave where you return to work (for example, an arrangement where you will take 6 weeks of SPL and work every other week for a period of 3 months). We will consider any request for discontinuous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

Notification requirements

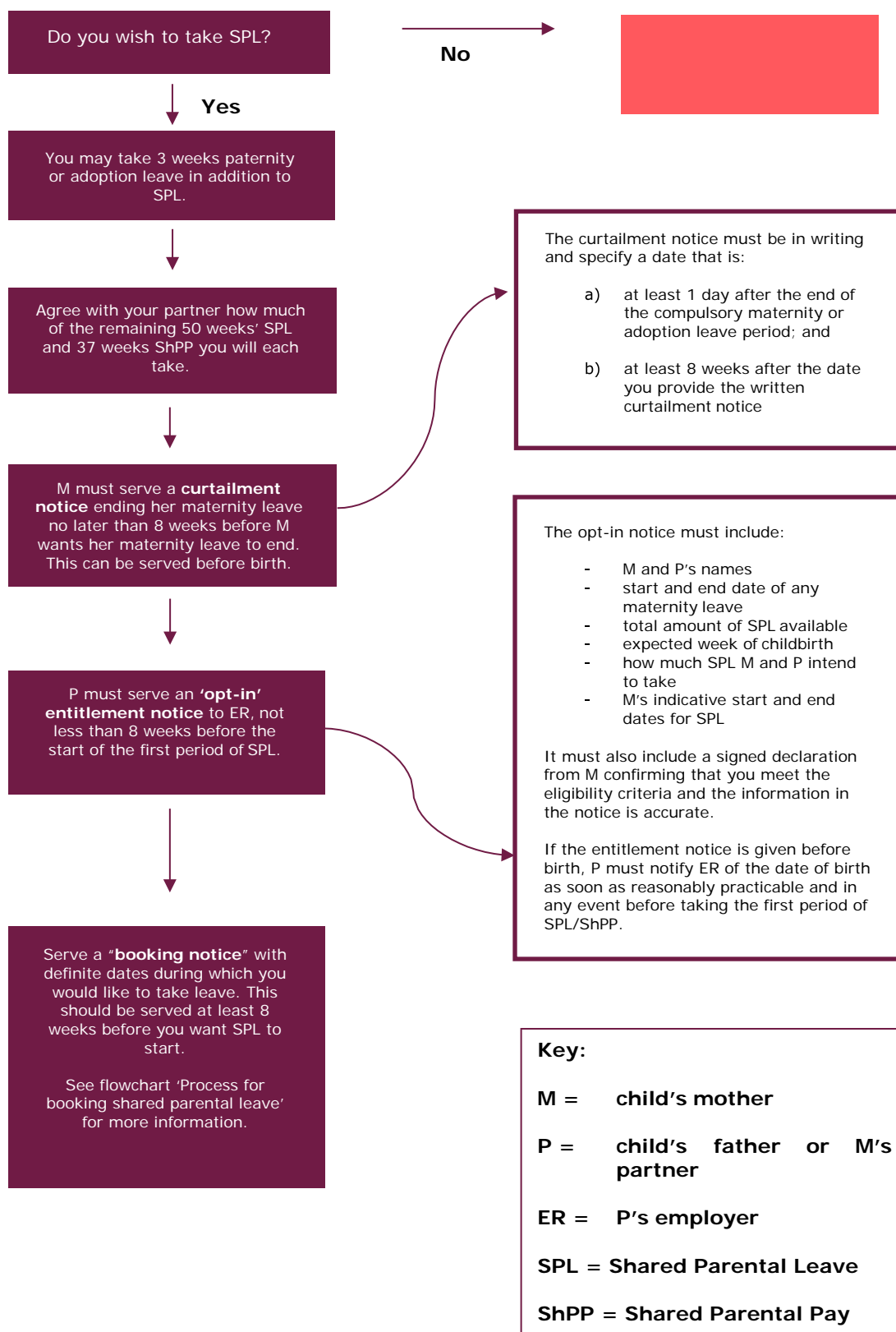
If you are considering taking SPL you are encouraged to contact the HR Helpline to arrange an informal discussion as early as possible regarding your potential entitlement, to talk about your plans and to enable us to support you.

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 13th 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 15th day after it was given.

Yes

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

Have you withdrawn notice in the time allowed?

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 18th 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 pay review and bonus 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 (you will not be able to access the application form in [PeopleHub](#) - 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 18th 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 [PeopleHub](#).

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 ie dependants' pension (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.

4.9.6 Time off for dependants policy

We understand that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants. This policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations.

Reasonable unpaid time off

You are not entitled to be paid for time off for dependants. You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- (i) provide assistance when a dependant falls ill, is injured or assaulted
- (ii) make longer-term care arrangements for a dependant who is ill or injured
- (iii) take action required in consequence of the death of a dependant
- (iv) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill)
- (v) deal with an unexpected incident involving your child while at school

A dependant for the purposes of this policy is your spouse, civil partner, parent or child. It also includes a person who lives in the same household as you (but who is not your tenant, lodger, boarder or employee) and anyone else who reasonably relies on you to provide assistance or take action of the kind above.

This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your line manager or the HR Helpline.

Whether action is considered necessary will depend on the circumstances, including the nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

Reasonable time off for a particular problem will not normally be more than 1 or 2 days. However, we will always consider each set of circumstances on their facts.

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager the reason for your absence and how long you expect to be away from work.

4.10 Compassionate leave

Compassionate leave can be offered to deal with serious emergencies that arise at short notice. This may be in the event of serious injury, critical illness or death of an immediate family member.

Your line manager may at their discretion grant you up to 5 days' paid compassionate leave in any 12-month period depending on the circumstances and the nature of the relationship.

If you are still unable to return to work following an authorised period of compassionate leave you should contact your line manager who will discuss your circumstances with HR. Requests for additional time off work, either as paid or unpaid leave, may require further approval from your Head of Department / Director and the HR Director depending on the circumstances.

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

Compassionate leave requests should be made via 'Paid Leave' or 'Unpaid Leave' requests through [PeopleHub](#). Any period of unpaid leave will be deducted monthly in arrears.

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

4.11 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.

4.12 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.

4.12.1 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.

4.12.2 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 Holiday policy

Your holiday entitlement

The FCA's holiday year runs from 1 June to 31 May. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year will be calculated on a pro-rata basis.

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

The first 4 weeks of the leave you take in any holiday year will be deemed to be derived from the Working Time Regulations 1998.

Except as set out in this policy, you must take at least your statutory holiday entitlement (28 days' holiday inclusive of public and bank holidays for full time employees, pro-rated for part time employees) during the holiday year in which it accrues and it may only be carried over to another holiday 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 holiday or annual leave purchased through the Flexible Benefit Scheme can be carried over into the next holiday year subject to line manager approval and provided that your total holiday entitlement for any holiday year does not exceed 46 days (inclusive of public and bank holidays) or 38 days (exclusive of public and bank holidays) (pro-rated for part timers).

Taking holiday

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

We recommend that you take at least 1 break of 2 consecutive working weeks within each holiday year.

Requests for holidays 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 holiday

If you are sick or injured during a holiday period 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 holiday.

Sick pay will only be paid for such days 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 holiday entitlement

Holiday entitlement continues to accrue during periods of sick leave.

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

Carry over under this rule is limited to the 4 week minimum holiday entitlement under EU 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 holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

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

Family leave and holiday entitlement

Holiday 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 period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year.

Any holiday carried over should be taken immediately before returning to work.

Arrangements on joining and on leaving the FCA

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

On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be 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 holiday than you have accrued, a deduction will be made from your final salary payment.

You will only receive payment for accrued but untaken statutory holiday entitlement if you are dismissed for gross misconduct or you leave the FCA without giving notice in accordance with your contract of employment.

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.

You will not usually be required to work on any bank/public holiday. If bank/public holidays fall on days on which you normally work, these days will be taken from your bank/public holiday entitlement. If your entitlement exceeds the number of bank/public holidays which fall on your working days, these are added to your overall leave allowance. This entitlement must be taken in the relevant holiday year.

If the number of bank/public holidays exceed your entitlement, it will be deducted from your core annual holiday entitlement.

Example 1

An employee works 4 days per week, Monday, Tuesday, Thursday and Friday and therefore has an allowance of 6.5 days bank/public holidays in any holiday year (80% of the full time entitlement). In the relevant holiday year, all 8 bank/public holidays fall on a normal working day and are paid as normal. However, the employee is only entitled to a pro-rated amount of 6.5 days and in these circumstances 1.5 days will be deducted from the employee's core annual holiday entitlement.

Example 2

An employee works 4 days per week, Tuesday to Friday and therefore has a pro-rated allowance of 6.5 bank/public holidays in any holiday year (80% of the full time entitlement). In the relevant holiday year, only 1 bank/public holiday falls on a normal working day. The remaining bank/public holiday entitlement is credited to the employee's core annual holiday entitlement and can be taken on a date of their choosing subject to the normal holiday conditions.

5.2 Flexible working policy

All FCA employees who have at least 26 weeks' service have the right to formally apply to work flexibly.

Employees with or without the necessary service may still make an informal request to work flexibly, and may choose to do this for various reasons, for example, they may wish to accommodate their responsibilities as a carer. 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 working from home; reduction or variation of working hours or the days worked or starting a job share.

Eligibility

In order to be eligible to make a request under the formal procedure you must:

- be an employee and have worked continuously for the FCA for at least 26 weeks at the date the application is made; and
- not have made another application to work flexibly during the last 12 months.

Informal request

Employees who are ineligible to make a formal request for flexible working may 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.
- Think about what effect the changes to your working pattern will have on the work that you do and on your colleagues, as well as on our service delivery and that of your team. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application. Your line manager can consider whether they are workable.

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 [PeopleHub](#).

The process and timescales for a formal flexible working request are set out in the flowchart below.

Flexible working request process

If you meet the eligibility criteria (see above), you must submit a written application via the Flexible Working Request form on [PeopleHub](#).

A meeting will be held, normally within 28 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.

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 14 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.

5.3 Flexitime policy

We operate a flexitime scheme for certain Administrator/Secretarial employees. 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 PartDay Sick/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 Part Day Sick/Medical for the time absent during that day.
- Authorised holiday 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 holiday should be recorded as 3 hours 30 minutes. AM half day holiday - you should arrive for work no later than 2 pm. PM half day holiday - you should not leave the office earlier than 12pm. Annual leave should be recorded as BS Absence - Leave and Public Hols.

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).

5.4 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 2 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.

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 holiday 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.

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, ie dependants' pension (if applicable)

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 Code of Conduct, 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 [PeopleHub](#). 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.

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 7 working days
- 'extended sickness absence' means any period of sickness between 8 and 65 working 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 days. 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 periods of short term sickness absence, you must record your absence on [PeopleHub](#) and participate in a return to work meeting.

For extended and long term sickness absence, managers will update People Intranet and contact individuals to confirm keeping in touch arrangements.

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.

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 as set out in your employment contract.

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. 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 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 bonus review

Please see the Salary and Benefits Policy for more information on pay and benefits in connection with sickness absence.

Sick leave and holidays

Please see the Holiday Policy for details about accrual of holiday 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 or extended sickness absence, 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 £20 annually towards the cost of an eye test carried out by a qualified optometrist. To claim for an eye test you must complete a staff expenses claim form (see [‘Forms’ on My FCA Intranet](#)) 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 send the completed expenses form, along with the receipt and statement from the optician, to the Accounts Payable team to make payment.

You do not need line manager approval for eye care claims.

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 [PeopleHub](#).

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 holiday 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. Psychological health problems can include stressors from an employee's personal life. The pressures and demands these entail are often unavoidable. It can also include the often unavoidable pressure of working life, with each job bringing its own pressures and demands. A controllable level of pressure can be healthy and benefit performance, but excessive and sustained levels of stress may be damaging to your health.

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 a 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.

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 our occupational health adviser.

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 this General Statement, your Personal Statement 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 Holiday

- 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 holiday allowance, you will be paid for any untaken holiday up to the date of termination. If you have taken more holiday 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 Holiday pay will be based on pensionable salary. Any holiday 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, holiday pay is:

Pensionable salary/260 x number of untaken days' accrued holiday or number of days holiday taken in excess of holidays 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, holiday pay is:

Pensionable salary/A x number of untaken days accrued holiday or number of days' holiday taken in excess of holidays 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 holiday will only be made if you are leaving the FCA.
- 1.3.5 Accrued holiday includes your accrued core annual leave (pro-rated by the number of completed calendar months of service in your final holiday year), holiday carried over and additional holiday 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 holiday 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. 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 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 holiday which is above statutory minimum holiday 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.