

Terms of Employment Policy

Why this Policy matters

This Policy defines the core contractual terms and conditions that govern our working relationship, promoting clarity, fairness, and consistency across the organisation, while supporting our commitment to public service.

Understanding your Terms of Employment:

- Defines your contractual rights and obligations as a BBC employee.
- Outlines different types of contracts and working patterns.
- Establishes key employment terms such as notice periods and pensions.
- Clarifies mobility requirements and declaration of personal interests.
- Supports compliance with employment laws and regulations.

Who this Policy applies to

This Policy applies to you if you are:

- A BBC employee in the UK, Channel Islands and Isle of Man, in Bands A-Fp, and,
- On a continuing or fixed term contract of employment, either full or part-time.

This Policy forms part of your contract of employment. It is an agreed statement between the BBC and recognised joint unions for Bands A-Fp and can only be varied by joint negotiation at the National Joint Council.

Some groups, such as Senior Leaders or freelancers, may have specific conditions. Where this is the case, it will be specified within this Policy.

The Essential Things you must know or do

These high-level essential mandatory requirements are the most important for you to understand and follow to meet the Policy objectives.

In addition to these, there are detailed requirements and best practices outlined in supporting procedures and guidance, linked below. Read this information when you need to understand the detail.

This Policy should be read in conjunction with its companion document [Terms of Employment Detailed Requirements](#) which contains further information on a number of matters covered here.

Employment Contracts and key terms and conditions

Your contract forms the foundation of your employment relationship with the BBC. It outlines your rights and responsibilities, including:

- working hours
- probation periods
- any contractual benefits

1. You must comply with the terms of your employment contract, whether it is a continuing or fixed-term contract.

2. If you are responsible for hiring, you must justify any fixed-term contract extension beyond 22 months of continuous service or offer a continuing contract where there is an ongoing need for the role.

Depending on the reason for a fixed-term contract, the termination could constitute a redundancy.

Working Patterns

There are three defined working patterns. They each have specific provisions for handling additional hours:

a) Fixed - A repeating and pre-defined pattern (e.g. Monday – Friday 9.30am – 5.30pm). No paid overtime. Employees and managers work together to maintain work-life balance.

b) Shift - Shifts are scheduled and published at least 28 days in advance to meet relatively foreseeable output requirements. These are in line with underlying rota patterns.

- Employees (Bands A-D) may receive Time Off in Lieu or Overtime* Payment for additional hours, as agreed before accepting extra work.

c) Variable - This working pattern is determined by unpredictable output or service needs. Working time will generally be managed across periods of varying demand. Wherever possible, employees are informed three weeks in advance of a schedule.

- There is no eligibility for Overtime* Payment unless you are a 'variable exception' (Bands A-D).

***Overtime Payment** (Bands A-D) - is a payment of 1.5 x the normal hourly rate (excluding London Weighting and allowances). Full-time working hours (35 hours per week on average in the relevant accounting period) must be worked completely before an Overtime Payment can be made. Up until full-time hours are reached part-time Shift Pattern employees will be paid at their normal total salary rate.

Employees Band E and above or employees who are on legacy buy-out contracts (which bought out these payments) are not eligible for Overtime Payments.

Time Off in Lieu - an equivalent period of time off to the overtime worked should be scheduled as soon as possible at an agreed time and no later than the end of the next accounting period or before the end of the leave year, whichever is sooner.

Premium Payments

If you are working a shift or variable pattern, an additional payment of your hourly rate may be payable for each hour worked over 12 hours, subject to conditions.

Legacy Flexibility and Unpredictability Allowances

Employees already in receipt of Legacy Flexibility Allowance or Legacy Unpredictability Allowance will continue to receive the allowance as a personal frozen legacy allowance.

Underlying Rota Changes

There may be occasions where the business needs to make a change to working patterns through the introduction of a new underlying rota pattern.

3. If you have responsibility for underlying rota changes, you must consult with all affected employees and trade union(s) prior to any changes.

Working in Another Department

From time-to-time additional work may become available in another department. This will not be treated as 'overtime', in this event the host department must agree the additional work with the employee's line manager to ensure the wellbeing of the employee is considered, and to ensure compliance with the Working Time Regulations.

The appropriate rate of pay should be in line with internal comparators whilst taking into account their skills, knowledge and experience.

Mobility Clause

The mobility clause allows the BBC to meet its broadcasting needs across the country and move employees from one location to another. It will only be applied reasonably.

4. You must be willing to work anywhere in the UK as required by the BBC, as part of your 'mobility clause'.

Pension Arrangements

The BBC provides pension arrangements in line with government regulations:

- Eligible employees are automatically enrolled in a pension scheme.
- We use NEST (National Employment Savings Trust) as our current provider for eligible employees not in an existing qualifying BBC pension scheme.
- You have the right to opt out of the pension scheme if you choose.
- You receive life cover of four times your pensionable salary.

Notice Periods

Notice periods vary based on your band and length of service. These notice periods may be varied by mutual agreement but on our part will not be less than those provided by statute. No notice is required where there has been a fundamental breach by either party to the contract and/or where the employee is found to have committed gross misconduct.

Band	During Probation	Less than 5 years' service	5-9 years' service
A-C	1 month	1 month	2 months
D-Fp	1 month	3 months	
SLs	Please refer to contract		

Disclosures

Employees are expected to disclose at the earliest opportunity if:

- they are already subject to notification requirements and have been requested by their Offender Manager to notify their employer of their status.
- they are charged with a criminal offence during their employment at the BBC.
- they are arrested for any of the following offences:
 - Any offence involving children.
 - Any offence under the Sexual Offences Act 2003.
 - Any offence under the Theft Act 1968 (this includes, but is not limited to offences of theft, fraud, robbery, burglary and other offences relating to dishonesty).
 - Any violent offence.

Should any relevant information arise from a disclosure, managers and HR will work with employment law, Safeguarding, Support at Work/Manager Advice teams and the business leader to determine the next appropriate course of action. This could include withdrawal of an offer of employment, disciplinary action, some other course of action or no further action.

Pay Disclosures

We publish the annual total remuneration of each Executive Committee member, and the fees paid to Board members during the previous financial year in the Annual Reports and Accounts. In addition to the reporting in the Annual Report and Account, the BBC chooses to publish the names and roles of Senior Leaders who earn over £178,000 per annum on the BBC website. Salary information for those individuals is updated annually, in line with the Annual Report and Accounts reporting.

The BBC also publishes details of expenses, gifts, hospitality and declaration of personal interests for those in scope. Expenses are reported on a quarterly basis.

You can read more about [Pay Disclosures](#) here.

Non-Executive Directorship

Applies to Senior Leaders only.

Non-Executive Directorships (NEDs) can provide a unique opportunity for Senior Leaders within the BBC to gain board level and strategic leadership experience outside the Corporation, which provides benefit to the BBC and supports the individual's personal and career development. Supporting NEDs, therefore, helps us to develop talented Senior Leaders.

In determining the suitability of a NED, the approving manager should consider an individual's potential and career development needs, the benefit to the BBC, the BBC Declaration of Personal Interests process and whether the role should be taken on a paid or unpaid basis. The total time away from BBC duties to fulfil these responsibilities (and other external positions of responsibility such as Trusteeships) should not normally exceed 1-2 days per month.

Declaration of Personal Interests (DOPI)

5. You must declare any personal interests that could conflict with your duties, create an actual or perceived conflict of interest or affect your ability to carry out your role effectively.

This includes:

- outside activities such as business interests or shareholding.
- close/familial relationships (that are likely to create an actual or perceived conflict of interest) with individuals engaged by the BBC, including freelancers and agency temps.
- involvement in broadcasts by competitors.
- political involvement.
- hospitality, gifts, services & private work.

The [Editorial Guidelines](#) define how we manage conflicts of interest for those involved in making content for the BBC.

External Engagements

As part of the BBC's commitment to impartiality, we have a consistent approach to the approval process for external engagements, including an approval form and a central log of requests in each department.

7. Everyone working across journalism at the BBC, as well as all Senior Leaders, are required to submit a request for approval before undertaking any external engagements and declare any payment.

Photography, Recording, Patents and Inventions

8. Employees are not permitted to use any recording devices on BBC premises or to record BBC activities except where described in this Policy.

The complete copyright in any work undertaken by employees in the course of their employment is owned by the BBC. This includes photographs and recordings taken by employees in the course of their duties or as a result of a commission, or contribution.

Employee Personal Property

9. Employees are responsible for the care and safekeeping of their personal property during the course of employment.