

Terms of Employment Corporate Policy – Detailed Requirements

You can read more about continuing and fixed term contracts and their key terms and conditions.

Principles

This sets out the basic elements of the BBC's approach to contracting BBC employees in the UK, Channel Islands and Isle of Man on Broad Bands A-Fp.

The following contract types do not form part of these detailed requirements.

- **an individual on a self-employed or worker basis**

Information on when and how to use freelance contracts can be found on [Gateway](#).

- **performing groups;**

Information on the collectively agreed terms which apply specifically to the performing groups can be found [here](#).

- **international appointments;**

Individuals may be appointed on local terms and conditions where appropriate. If a UK based employee is sent to work outside of their country of employment it may be appropriate to agree an international assignment. Speak to your appropriate [HR Business Partner](#) for information on local appointments; information on international assignments can be found [here](#).

- **apprentices and trainees**

See the [Pre-employment Early Career Programmes and Staff Apprenticeships Policy](#)

BBC Standard contract of employment

The standard BBC contract of employment includes core terms and conditions relating to the key obligations and benefits for all employees on Bands A-Fp to which this policy applies. In addition the contract will set out personal terms which will vary depending on the particular requirements of the role such as the job title, salary etc.

The standard BBC contract of employment for Bands A-Fp incorporates the contractual employment policies which are negotiated with the Trade Unions. These cover a wide range of matters including parent leave and pay benefits, disciplinary procedures and redundancy.

The BBC's standard contract of employment may be 'continuing' or for a 'fixed-term', full or part-time. Part-time is defined as working less than 35 hours a week on average across the relevant accounting period, exclusive of meal breaks. Pay and benefits are calculated on a pro-rata basis. The type of normal working hours can be either: fixed, shift or variable pattern.

Studios Production Contracts

The BBC recognises that in production areas the demands of the production cycle can be varied. The Studios Production contract should be used for individuals who work in production.

Key terms and additional information

Probationary periods

Employees newly appointed to the BBC will be subject to a [probationary period](#) of six months for continuing staff and for fixed-term contracts, a probationary period will be half the length of the contract up to a maximum of six months. Probation periods will be assessed against one or more of the following: conduct, attendance and performance (both in the role and against the BBC Values).

Continuous employment/ Contracts which attract BBC benefits

Any period of service spent or contracted on any basis, other than as an employee on a BBC contract of employment (whether continuous or fixed-term), will not count towards the calculation of length of continuous employment for the purposes of accruing contractual rights, regardless of whether or not such service would count towards continuous employment for the purpose of accruing statutory rights.

As a result, periods engaged or contracted as or on any other basis (e.g. a freelancer, agency worker, casual worker etc.) will not count towards continuous employment for the purposes of accruing contractual rights.

Periods spent on Career Break do not count towards the calculation of length of continuous service.

A break in employment of more than one week constitutes break in continuous employment, unless there is an understanding and/or accepted offer confirming that the individual will return to same or another role within one month, in which case continuity is recognised.

BBC benefits

The BBC makes a number of contractual benefits available to employees contracted on BBC contracts of employment, such as enhanced redundancy, parent pay, leave and health absence pay. Entitlement to BBC benefits ceases on the employee's termination date. In relation to Statutory Maternity Pay/Statutory Paternity Pay/Statutory Adoption Pay/Shared Parental Pay, payments will continue beyond the date of termination if the employee is qualified to receive them.

You can read more about reasons [for a fixed term or continuing contract, ending a fixed term contract and redundancy.](#)

Specific considerations for fixed-term contracts

Reasons for a fixed-term contract

Fixed term contracts should be used only in the following circumstances where the use of a fixed term is objectively justified:

- the contract is in relation to a specific project, programme or task, or to provide specialist skills/knowledge for a defined period with a clear conclusion date;
- the contract is to cover an absent permanent employee (e.g. parent leave, shared parental leave, long term health absence, career break, attachment, overseas posting);
- the contract is to cover a clearly definable 'peak' of work and it can be shown that it was always expected to be for a specific duration;
- the contract is for a trainee or apprentice; and/or
- the contract is in an area that is going through or anticipated to go through organisational restructuring or the activities of the role are liable to go through some significant change and a re-structuring business case has been approved.

Fixed Term Contracts should be for a maximum of 12 months, but may be extended up to 22 months in exceptional circumstances.

Where successive fixed-term contracts have been issued or where an employee has been extended in a specific role, and the employee has accrued 22 months' continuous service or more at the time of being offered a new contract or a further extension, the business must be able to justify why that subsequent contract or contract extension is offered on a fixed-term (rather than on a continuing) basis. Where there is no obvious justification for a FTC or fixed-term extension, a continuing contract must be offered to the employee.

All recruitment or extension to a fixed term contract should follow the rules within the Resourcing Approvals Process.

Offering a continuing contract

A continuing contract should be used in all circumstances where the business need is ongoing at the point of hire. A continuing contract should also be given during the fixed term where the requirements set out above are met.

In addition, as set out above if an individual has been continuously undertaking work under a series of fixed term contracts for 22 months or more and is to be offered a new contract or a further extension, they should be offered a continuing contract unless there is an objective justification for use of the fixed term.

Recruitment to a continuing contract should follow the rules within the Resourcing Approvals Process.

Ending a fixed-term contract

Non-renewal of a fixed-term contract is a dismissal and must be handled fairly.

The BBC will give advance warning in writing when a fixed term contract is not expected to be renewed. The period of advance warning will normally not be less than the contractual notice that might otherwise be required.

In order to cover circumstances where it is necessary to bring a contract to an end before its stated expiry date, fixed-term contracts contain a notice period equivalent to that for employees on continuing contract.

Redundancy

Depending on the reason for a fixed-term contract, the termination may or may not constitute a redundancy. Where an employee employed on a Bands A-Fp fixed-term contract is redundant i.e. the legal definition of redundancy is met, if they have two years' continuous employment (as defined above) they will be eligible for redundancy payments as set out in the [Reorganisation and Redundancy Policy](#). Where the fixed term contract is a supernumerary position covering authorised absence of another BBC employee (such as parent leave) the termination will not constitute a redundancy and no payment will be due.

You can read more about what [constitutes a conflict of interest and how to declare personal interests.](#)

These detailed requirements set out the requirements you must observe to maintain the BBC's reputation for integrity and protect you from accusations of partiality in commercial and political matters.

We will go through what you must do and the expectations of BBC employees in relation to any personal interests that may be likely to conflict with work. Details also about hospitality, gifts, services, private work and how information and resources may be accused and applied.

Definition

High standards of objectivity, integrity, fairness and honesty must characterise the BBC's relationship with the outside world. This sets out the requirements you must observe which are designed to maintain the BBC's reputation for integrity and protect you from accusations of partiality in commercial and political matters.

The BBC is committed to protecting the privacy and security of your personal information.

Our [**People Privacy Notice**](#) describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation 2016/679 (GDPR). If you require further details as to how your personal data is processed, we ask that you refer to this document, which is incorporated into this policy by reference.

Additional information about how we use your personal information and how long we keep it for can be found in the [**Data Protection Handbook**](#) and our [**Corporate Retention Schedule**](#).

It is your responsibility to familiarise yourself with the BBC's data processing policies and notices set out above. If you have any queries regarding the processing of data by the BBC, please contact your manager.

Principles

- Individuals must not allow their outside activities to interfere with their BBC work or allow any conflict between their duties and their personal interests to affect their ability to carry out their role effectively.

- Individuals must declare any personal interests that are likely to result in a conflict between their duties and these interests or affect their ability to carry out their role effectively.
- All individuals must consider their personal interests upon joining; on an annual basis; when they change roles and at any other time should their business or personal circumstances change. If an individual has personal interests to declare they must complete a **Declaration of Personal Interests Form**.
- In many cases, the interests may not create a conflict or the fact that they are known will allow the individual's manager to ensure that the individual is not placed in a position where a conflict could arise. However if individuals are in any doubt as to whether an interest constitutes a conflict (this could be an actual or potential conflict, or something that could be perceived to be a conflict by a third party) then individuals should declare the interest on the form and their manager will determine what action is appropriate.
- Individuals have an ongoing responsibility whilst working for the BBC to remain vigilant for actual or potential conflicts arising from their personal interests. Individuals must declare any actual and potential conflicts at the point they arise.
- Individuals must not act in a manner likely to bring the BBC into disrepute or affect its reputation for impartiality.
- Disclosable personal interests may include those of family members and close personal contacts or involve relationships with other individuals engaged by the BBC (outlined in section 6 below). If an individual is in doubt about whether there could be an actual or perceived conflict of interest arising in these circumstances, individuals should declare the interest on the **form** and discuss matters with their manager.
- HR will be available to provide advice and guidance to managers.
- If individuals are involved in making content for the BBC they must also refer to and abide by the **BBC Editorial Policy - Conflict of Interest Guidelines**.
- Any requests made under the Freedom of Information Act for disclosure of declarations made on the Declaration of Personal Interests Form will be considered in light of data protection requirements. It is anticipated that disclosure would normally only be required for information relating to employees in senior leader grades, not those in Bands A-Fp. Under normal circumstances, the personal data of family or close personal contacts of BBC employees below Executive Board level will not be disclosed under the Freedom of Information Act.

If in specific circumstances these positions need to be reviewed, the BBC will inform the employee affected.

- If employees fail to follow the requirements of this policy and procedure as outlined in the principles and the sections that follow, the BBC Disciplinary Procedure may be applied where non-compliance with the policy has, (including, but not exclusively), a tendency to conceal fraud.

Declaration of Personal Interests

All individuals, including Senior Leaders, staff, freelancers (on and off-air, including those engaged via an intermediary such as a personal service company), contractors and agency staff must consider their personal interests upon joining; on an annual basis; when they change roles and at any other time should their business or personal circumstances change.

If an individual has personal interests to declare they must complete a **Declaration of Personal Interests Form**.

In addition the following groups are required to complete a Declaration of Personal Interests Form on an annual basis even where they have no personal interests to declare:

- Senior Leaders
- Employees whose Job Role is in the **Journalism CPF Job Family**
 - Includes all Presenters, On Air Staff (Band C, D, E & Fp)
 - Those engaged on OAT staff contracts who are involved in News or 'near News' content in News & Current Affairs (including BBC Global News), Nations & Regions, Content, and Sports News
 - This applies to staff in all countries, not just the UK.
 - *Freelancers involved in News or 'near News' content in News & Current Affairs (including BBC Global News), Nations & Regions, Content, and Sports News except ad hoc engagements of up to seven days*

Before completing the **Declaration of Personal Interests Form** individuals must have read and understood this policy.

Examples of where a personal interest may create a potential conflict of interest situation are detailed in each of the sections below. All individuals should ensure that they understand each of the areas for declaration and declare any personal interests where a potential conflict could arise as appropriate.

If the individual has declared personal interests on the form the individual's manager will discuss any declarations made on the **Declaration of Personal Interests Form** with the individual and the outcome may be one of the following:

- The declared personal interests are acceptable within the individual's role and no further action is required; or
- The declared personal interests are not acceptable within the individual's role and that changes or actions are required, which have been agreed with the individual.
- Following discussions between the manager and individual, if no decision can be reached as to how the declared personal interest can be mitigated, it should be escalated within the Division, with the final point of referral usually being the Executive Board member. The outcome of this referral may be (but is not limited to) a recommendation that there be a change in job role or functions, or potentially dismissal if the unresolved conflict presents an ongoing risk to the BBC. In all cases there will be a further discussion with the individual before final action is taken.
- For Executive Board members who have declared a personal interest the final point of referral shall normally be the BBC's Director General and Group General Counsel.

The outcome of the discussions and any associated mitigating actions agreed will be recorded on the individual's **Declaration of Personal Interests Form**, which will be completed by the manager and retained on the individual's record. Where individuals are engaged by the BBC Board, the manager will also advise the Director, BBC Board that a personal interest has been declared.

Employees who consider they have been unfairly treated under the terms of this policy may raise a grievance under the **BBC Grievance Policy**. Freelancers, Contractors and Agency staff should raise any issues with their BBC contact.

Consideration of Declared Personal Interests

When reviewing any personal interests declared by an individual on their **Declaration of Personal Interests Form** the manager should consider the following before making a decision:

- What are the duties of the individual's role?
 - Does the individual have access to information which could influence commissioning, purchasing or contracting?

- How could their declared personal interests:
 - influence their role?
 - influence others in their role?
 - impact decision making by the individual or others (whether financial or editorial)?
 - allow family or friends to gain from the individual's connection to the BBC?
- How do you think the declared personal interest would be perceived externally? (e.g. statutory bodies, general public, other media organisations etc.)
- Could the declared personal interest damage or be perceived to damage the reputation, impartiality or integrity of the BBC?
- Could there be perceived preferential treatment?
- Can the risk of potential conflict of interest be mitigated sufficiently? If so, how?
- If the risk of a potential conflict of interest cannot be mitigated what changes or actions would the individual need to make?
- Do I need to inform anyone else about the individual's declared personal interests? e.g. manager's manager, work colleagues or HR Business Partner

If an individual has any questions or concerns in relation to this Policy they should speak to their manager. Managers should seek advice or guidance from [Manager Advice](#).

Outside Activities

Individuals must declare any outside work activities which are likely to conflict with their BBC duties, or could reasonably be regarded by others as constituting a conflict of interest. Examples of potential conflicts of interest are as follows:-

- Business interests that individuals, their family members or close personal contacts have with customers or suppliers e.g. involvement in, or with, any individual, company or business that supplies the BBC in any way e.g. outsourced functions;
- Family relationships or close personal contacts with customers, suppliers, independent production companies or advisors to the BBC;
- Membership of voluntary organisations, statutory bodies etc. which give rise to a conflict of interest (actual or potential) e.g. a member of an organisation or body

that is being covered by a programme that the individual is involved in, or through involvement in an organisation which could influence Government policies or industry standards;

- Any shareholding, securities or debentures in any organisation UK based or otherwise which competes with any member of the BBC Group (e.g., media, technology, communications companies, performing group organisations);
- Any shareholding, securities or debentures in any organisation which is a supplier of significant services to the BBC Group;
- Any shareholding, securities or debentures in any organisation which gives rise or may give rise to a conflict of interest for a period of time e.g. a negotiation with a new supplier in which the individual has an interest;
- Any interest in which individuals are directly or indirectly engaged, concerned or interested (financially or otherwise) in any other business or enterprise, or work for any other employer, which is wholly or partly in competition with any business carried out by the BBC itself or in partnership, common ownership or as a joint venture with any third party which is in competition with any business carried out by the BBC;
- Any executive or non-executive directorships held in any organisation;
- Outside or private interests or activities which could, or could appear, to place the BBC in a position whereby it is likely to be brought into disrepute or its reputation for impartiality is likely to be affected.
- In many cases, an individual's outside activities may not create a conflict of interest or the fact that their outside activities are known will allow the manager to ensure that the individual is not placed in a position where a conflict of interest could arise, and therefore they may be able to continue with the activity. If in doubt individuals should declare the interest or activity on the form and discuss matters with their manager.

If you are a Senior Leader or are in the Journalism CPF job family and you intend to take part in any new external public speaking, public appearance, writing commitment or similar engagement, this will need to be formally approved as required by the **BBC's Editorial Guidelines**.

For more details around External Engagements, please

Purchasing & Commissioning

Anyone involved in purchasing, tendering or commissioning must not have an undeclared association with any outside organisation involved in the process. Where an association does exist, individuals will not be permitted to become involved in the purchasing, tendering or commissioning process.

Unless specific permission has been given by their manager, individuals must not provide information or assistance to any organisation or individual tendering for work from the BBC.

Involvement in Broadcasts by Competitors

Individuals may be permitted to participate in activities for broadcasts by competitors, provided they abide by the [**BBC Editorial Policy - Conflict of Interest Guidelines**](#), including gaining approval for participation where it is stated it is required, and observing the Principles section of this policy. These guidelines will apply even where individuals are not involved in making content for the BBC.

Family or Close Personal Contacts

The BBC recognises that staff who work together may hold or form personal friendships and, in some cases, close personal relationships. While it does not wish to unnecessarily interfere with these personal relationships, it is necessary for the BBC to ensure staff behave in an appropriate and professional manner in keeping with the BBC Code of Conduct do not abuse positions of power (consciously or subconsciously); and that personal relationships do not create perceived or actual conflicts of interest.

As outlined above staff must declare personal relationships that are likely to create an actual or perceived conflict of interests. Full details are available in the [**Managing Personal Relationships at Work Policy**](#).

If individuals wish to be accompanied on a business trip (e.g. an occasion where you are representing the BBC), by a partner or other close personal contact individuals must have the authorisation of their manager and all the expenses for the companion, including travel and accommodation must not be paid for by the BBC.

Political Involvement

Active political involvement in a political party may present a conflict of interest. The extent of political involvement that is acceptable will be a matter of

judgement dependant on the level of political involvement and the nature and level of the individual's role. Individuals may be asked for the name of the organisation to which the political involvement relates if it is relevant for considering the declaration.

When considering whether an actual or potential conflict may arise as a result of political involvement and therefore what is acceptable, the individual's manager, in consultation with the BBC's Chief Political Advisor will refer to and take into account the factors outlined in the [**BBC Editorial Policy – Conflict of Interest Guidelines \(Political Activities\)**](#) prior to advising the individual of a decision.

These Political Activities Guidelines apply to political involvement interests even where individuals are not involved in making content for the BBC. Individuals should also declare the political involvement of family members and close personal contacts.

Political Activity

If individuals, their family members or close personal contacts are involved in political activity they must not use the BBC or its name or make reference to their engagement with the BBC to further their political objectives, nor should individuals engage in any political activity during the course of their engagement with the BBC or on BBC premises.

Office holding in a political party and active political involvement of a significant and continuing nature may not be acceptable if individuals:-

- Are in the public eye; and/or
- Are in a management or editorial position in which they could influence policy, strategy or editorial decisions.

Elections

If individuals wish to stand for nomination as a prospective candidate for:-

- The UK, European or Scottish Parliament
- Welsh Assembly
- Any Northern Ireland-wide politically elected body
- Local Government representation at any level
- Any overseas election

they may do so unless they are in a position whereby an actual or potential conflict of interest could arise or the BBC's impartiality could be undermined.

Individuals who currently hold an elected position in Local Government at any level must ensure that their manager is notified. The manager will then notify the BBC's Chief Political Advisor.

Please refer to the [BBC Editorial Policy – Conflict of Interest Guidelines](#) for further information.

Political activities as part of Trade Union Activities

Individuals are free to take part in activities organised and authorised by the Trade Unions.

When individuals are not taking part in Trade Union activities they will be required to observe the guidance outlined above.

If an individual is elected as an accredited trade union representative, they may, from time to time comment on political matters whilst representing the interests of their members. When expressing such views, individuals should make it clear that they are expressing their views as a trade union representative and they are not reflecting the views of the BBC.

Hospitality, Gifts, Services & Private Work

Whilst modest hospitality is an accepted courtesy of a business relationship, the recipient should not allow a position to be reached whereby its acceptance might be deemed by others to have influenced a decision or lead to potential allegations of a conflict of interest.

Invitations to modest corporate entertainment events may be accepted if there is clear benefit to the BBC e.g. to build supplier relationships or to network with other customers/contacts. Before any invitation is accepted approval must be sought in writing from the individual's manager.

Invitations should not be accepted if the event is overseas or includes an overnight stay.

Invitations which include partners may be accepted, with approval from the individual's manager, and provided they meet the above criteria, if there is no cost to the BBC.

Receiving gifts

Gifts (for individuals or their family) from organisations or individuals with whom an individual has, or might have, business dealings on behalf of the BBC should not be accepted. This can include goods and services in kind, at preferential rates or cash. Gifts should be returned to the sender or donated to charity. Very modest gifts e.g. diaries or a bottle of wine, of no more than £50 in value, may be occasionally accepted if authorised by the individual's manager.

Private Work

Individuals should not accept offers from BBC suppliers or potential suppliers to carry out private work on their behalf, unless it can be shown that the work will be done on terms that apply to the general public and that no conflict of interest will arise.

For further information refer to the [BBC Expenses Policy](#).

Use of Information & Resources

Individuals must not use BBC resources, including secretarial effort, to further their private interests or do any work for an outside organisation.

Individuals are required to seek the permission of their manager before using BBC information or content, or making reference to the BBC in any book, article, lecture or statement to the Press.

Related links

- [Declaration of personal interests \(DoPI\) form](#)

You can read more about the annual [declaration process for specific roles](#).

All individuals, including Senior Leaders, staff, freelancers (on and off-air, including those engaged via an intermediary such as a personal service company), contractors and agency staff must consider their personal interests upon joining; on an annual basis; when they change roles and at any other time should their business or personal circumstances change.

If an individual has personal interests to declare they must complete a [**Declaration of Personal Interests Form**](#).

In addition the following groups are required to complete a Declaration of Personal Interests Form on an annual basis even where they have no personal interests to declare:

- Senior Leaders
- Employees whose Job Role is in the [**Journalism CPF Job Family**](#)
 - Includes all Presenters, On Air Staff (Band C, D, E & Fp)
 - Those engaged on OAT staff contracts who are involved in News or ‘near News’ content in News & Current Affairs (including BBC Global News), Nations & Regions, Content, and Sports News
 - This applies to staff in all countries, not just the UK.
 - *Freelancers involved in News or ‘near News’ content in News & Current Affairs (including BBC Global News), Nations & Regions, Content, and Sports News except ad hoc engagements of up to seven days*

You can read more about [external engagements and how to seek approval for external engagements](#)

As part of the BBC's commitment to Impartiality and integrity, this policy ensures we have clear guidance and approach in place around external engagements.

This policy covers all external engagements such as external public speaking, public appearance, writing commitment or similar media engagement. It applies whether the engagement is virtual or in person, public or by invitation, live or recorded.

Paid External Engagements are published quarterly and are a key pillar in our commitment to impartiality which allows us to continue to build transparency and audience trust.

If you are speaking at the request of the BBC at an event, this is separate from an external engagement and does not need to be declared.

Who this Policy applies to

This Policy applies to you if:

1. You work for, or represent, the BBC or one of its subsidiaries, and
2. You are a Senior Leader or your job role is in the Journalism CPF family (including all presenters and on-air staff (Bands C, D, E and F(p), who are involved in news or factual journalism in News & Current Affairs (including BBC Global News), Nations, Content, and Sports News.)

Approval

1. *You must seek approval [using the approvals form](#) in advance of committing to any external engagements. Approved external engagements must not be undertaken within contractual hours unless leave has been approved or unpaid leave is utilised.*

External engagements must be approved in advance of agreeing to any engagement by the designated approver from your area or your direct line manager.

You must provide details about the Organiser and/or Sponsor as well as details of the fee (if any). Consideration will also be given to the volume of external events over a period of time and the value of the fees involved and how this impacts your role, perceived/ actual affiliation or conflict of interest and reputational risk to the BBC.

Please note for On-Air Staff or those in Band F or SL roles within Journalism, there will be a higher degree threshold of scrutiny for External Engagements given the roles undertaken for the BBC, the associated risks of any actual or

perceived conflict and any consequential reputational risk (including to the BBC's obligation to due impartiality).

Managers can seek support from our Editorial Policy team if they are unsure about any conflicts of interest before approving.

Any individual who is invited to speak in public at the request of the BBC must make their manager aware of the invitation (if not already) and their attendance; the content of the presentation or speech will need to be approved in the normal way. Employees cannot accept payment for any external appearance when undertaking an engagement on behalf of the BBC but may be eligible for expenses in line with the [Expenses Policy](#).

2. Where there is an ongoing relationship (more than one engagement with the same organiser within an 18 month period) with an external organisation; you must also declare this via the Declaration of Personal Interests process, in addition to gaining approval for each external engagement.

Failure to disclose or gain approval in advance of any external engagement will be treated as a disciplinary offense and will follow the [Disciplinary Policy](#).

External events register

On a quarterly basis, we disclose all external events for UK staff where a fee is paid. We will not publish data for those who do not receive a fee.

The level of fee will be disclosed in the following payment bands: below £250; £250>£1k £1k>£5k; £5k>£10k; £10k-£15K, £15k-20k and £20k+.

For those whose details will be published, BBC HR will inform individuals of the information due to be published in advance of each publication date.

Expert Witness

An expert witness is someone with specialised knowledge on a particular area. An expert witness can be engaged by either party in a court case or by the court itself on behalf of all parties, and may be paid for doing so.

Request to be an expert witness is not mandatory unlike requests for Jury Service, Tribunals or where an individual is a witness to a situation/incident where the individual is required to attend court.

External engagements carried out as an expert witness in legal proceedings will not usually be permitted whilst an individual is engaged by the BBC and approval for this type of engagement is unlikely to be granted. Permission will not be granted for those in News & Current Affairs (across all divisions) or Factual Journalism roles.

For those not excluded by the above permission will not be granted to undertake an engagement as an expert witness if it introduces any actual or perceived conflict of interest in relation to the individual's role at the BBC.

Should approval be granted (in rare circumstances for those outside News & Current Affairs (across all divisions) or Factual Journalism roles), like all external engagements, the individual will not be permitted to take paid time off to undertake the expert witness role.

This does not prevent any employee from appearing as a witness of fact (e.g. giving evidence of what they have seen in war crimes tribunals).

Exceptions

The requirement for written approval and publication does not apply to freelancers

because of the different contractual relationship with the BBC, or to staff working in

other areas of the BBC (e.g. BBC Studios, Children's etc) although the BBC's Editorial

Guidelines and guidance continues to apply to these groups.

Under the BBC Leave policy, there are already some external events where specific permission is not required e.g. School Governor duties, Jury Service, or approved charity work or secondary employment. Other examples include more personal events such as speaking at memorial events or funerals and giving careers advice to students. The approvals form would not need to be completed for this work but individuals will still need to agree with their managers in advance on, the dates and time required to attend the event.

The [approvals form](#) should also be used by individuals to request manager approval for permission to write books, articles or blogs. Books should also be referred to the Head of Editorial Standards (for your specific area) prior to publication or commissioning. The fee/royalties for books do not need to be recorded in the BBC's quarterly publication about events. However, any external engagements in relation to promotion of the book will need to be agreed in advance through the form

You can read more about [working patterns, managing additional hours, premium payments and legacy allowances](#).

The BBC recognises the importance of employees having a reasonable workload and a work-life balance. In approaching working patterns the BBC is committed to taking into account both BBC needs and employee wellbeing. The general aim and expectation is that managers and employees reciprocally accommodate one another's needs and requests wherever possible.

This policy sets out the arrangements for managing working patterns. The BBC is a 24/7 organisation and may reasonably require employees to work flexibly in order to meet the demands of broadcasting whether creating or supporting the delivery of the BBC's output.

This policy will be delivered in keeping with the principles and guidance set out in the Guide to Managing Working Patterns.

This policy sets out minimum standards for publication and management of working patterns. The policy intention is not to reduce best practice, but to ensure at least minimum standards are adhered to across the BBC.

Managing Working Patterns

Definitions and Principles

- **Three distinct working patterns exist in the BBC:**
 - **Fixed Pattern** - repeating and pre-defined pattern, for example Monday – Friday 9.30am – 5.30pm, Tuesday to Friday 09:00 – 19:00.
 - **Shift Pattern** - working time is set out a minimum of 28 days in advance in a published schedule designed by the business to meet relatively foreseeable and continuous output requirements.
 - **Variable Pattern** - working pattern is derived from, and responds to, unpredictable output or service needs. Working time will generally be managed across periods of varying demand.

- This policy sets out the arrangements for managing working patterns for each of the categories defined above.
- The contract of employment confirms the working pattern of an employee as defined above.
- ‘Split shifts’ are not permissible for any working pattern, unless agreed through a Flexible Working arrangement.

Normally one break will be allowed within each shift of more than six hours, and two within a shift of ten hours or more. Unpaid meal breaks will be scheduled to ensure contractual hours are maintained, for example, 4 x 10 hour shifts may use one hour and 15 minute breaks per shift to ensure 35 hours are scheduled across a 40 hour week.

[Working hours](#)

Employees are scheduled to work the contractual hours outlined in their contract of employment (full time hours are 35 per week excluding unpaid breaks). Employees may reasonably be asked to work additional hours as set out in the BBC Managing Additional Hours Policy.[Accounting period](#)

Working hours may be scheduled and averaged over an accounting period. Accounting periods vary in length and will be determined locally.

[Publication & Notification of Schedules](#)

- **Fixed pattern: the line manager will confirm to the employee the days and hours of work at appointment to the role.**
- **Shift Pattern: employees’ individual schedules will be published at least 28 days in advance and will be in line with any underlying rota design. Changes to published shifts may be required to respond to unforeseeable circumstances such as changes to demand/output requirements and/or unplanned staff absence. In these circumstances, reasonable changes to shifts (hours and non-locked days) may be made with not less than 14 days’ notice to employees. Changes with less than 14 days’ notice require mutual agreement with the employee.**
- **Variable: wherever possible, employees will be informed at least three weeks in advance of their schedule. The expected schedule may vary in order to meet output requirements.**
- Where minimum output/service requirements are known and/or can be predetermined an underlying rota pattern should be designed.
- Where it is possible to do so, divisions / teams should aim for an equitable distribution of early, lates, weekends and night working amongst teams.

Non-Working Days

All employees will be given a minimum of two non-working days per week (averaged over an accounting period). It is the expectation of the BBC that non-working days will be scheduled in pairs. Employees should not be scheduled to work more than six consecutive working days.

Employees should have a minimum of one non-working day per week, which should be a minimum 35 hours between the ending of the final shift in a sequence and the start of the next. Where two non-working days are scheduled in pairs, the total time away from work will be at least 59 hours (35 + 24).

Breaks and rest periodsShift / Working day durations and rest periods

For all employees, the minimum length of a working day / shift is four hours.

Unless mutually agreed, employees should not be scheduled to work more than 12 hours in a single shift or working day. Due to output demands employees may occasionally be asked to work more than 12 hours.

Employees must have a rest period between shifts or working days of no less than 11 hours.

Employees should not be scheduled with less than an 11 hour break.

On the rare occasion, where it is absolutely necessary for a rest period of less than 11 hours, TOIL, rounded up to the nearest 30 minutes, should be scheduled as soon as is operationally possible.

[Locks & Requests](#)

To support employees' work life balance the below provisions for locks and request will be made. Employees should have confidence and be able to plan their life around locks and requests. Managers should do everything possible to avoid the need to request changes to locks and requests.

- **Locks:** After a rota has been published by the business for a given week, employees will be entitled to 'lock' one day per week. A lock may be used to 'lock' non-working days or the allocated hours on any given day. Once a day is 'locked' changes may only be made by mutual agreement with the employee.
- **Requests:** Prior to the publication of a schedule, employees may make up to 1 request per calendar month provided they are made at least three weeks prior to schedule publication. A request may be to allocate a specific day as a non-working day or to work particular shift time (for example an early) on a given day. If the request is granted it becomes 'locked' and is the employee's lock for that week (i.e. the employee will not be entitled to an additional lock in that week when the scheduled is published).
- Care should be taken to avoid inadvertently making part time colleagues work more flexibly than full time colleagues.

- Employees should submit their locks and raise their requests with reasonable notice. In considering requests, managers will take into account the requirements of the individual and the needs of the business. Submissions for locks and requests will be responded to promptly and will not be refused unreasonably and in the event of a request being rejected a clear explanation will be given.

Night shifts

The BBC relies on night shifts to meet 24/7 output requirements.

A night shift is any shift that includes at least 3 scheduled hours between 23:00 and 06:00. Night shifts will:

- Only be scheduled where there is a clear business need
- Will be a maximum of 12 hours unless a longer shift is mutually agreed
- Will qualify for night payments as per the rates set out on Gateway
- Rotas to be designed with 'forward rotation' not backwards rotation where possible
- Rotas to be designed with appropriate rotation avoiding rotation over 1-2 weeks
- Wherever possible, rotas to be designed on repeating basis with equitable distribution amongst team of nights / weekend

The BBC recognises the additional demands that night shift working can place on employees. In recognition of these demands, employees who work night shifts can access additional help and support available through the BBCs supportive Wellbeing resources. If an employee has concerns about their health or ability to work nights, they should discuss this with their line manager.

Management of BBC Leave policies for Shift and Variable Pattern Employees

To be read in conjunction with the BBC Leave Policy.

Annual leave entitlements for employees will be calculated using hours.

Annual leave will be managed on the basis of request from employee and approval/decline from manager.

Annual leave entitlement, without meal breaks, is your contracted hours per week x five weeks and leave will therefore be calculated in line with the following examples:

- *Annual leave entitlement of five weeks will be 175 hours for a full time worker.*
- *Once a schedule is published, an employee wishing to take annual leave for a published shift will utilise the hours of their shift minus any unpaid breaks out of their leave entitlement.*

- *If employees do not work a fixed length shift, before a schedule is published the standard should be seven hours (excluding unpaid meal break) of their entitlement used to book a days leave.*
- *Where leave is scheduled, the same amount of hours will be credited to an employee's accounting period for that shift.*

Where a block of one or two weeks of leave is approved, two sets of two non-working days will be scheduled immediately prior to and after the approved leave if the employee wishes provided the leave is requested at least three weeks prior to the rota publication. This is not dependent on which day of the week leave commences.

Where a single day of leave is approved, an employee may request two non-working days to be scheduled immediately after the approved leave up to five times per leave year, if the employee wishes provided the leave is requested at least three weeks prior to the rota publication.

Public Holiday Leave

In addition to the annual leave entitlement, all employees will be entitled to eight statutory Public Holidays and one Corporation Day per year (pro rata for part time employees), known as PHL's. This will vary from time to time in line with the number of statutory PHL's in the given leave year.

Part time PHL entitlement will be calculated as follows:

$$\text{Average weekly hours of duty (excluding meal periods)} \times 9 = x \text{ days}$$

35

where x is rounded up to the nearest half day.

It is the intention that, unless actually required for duty, employees should be released in order to take their PHL's on the actual dates of the Public or Corporation Holiday.

Where employees work, or have booked annual leave on a Public or Corporation Holiday; or where it coincides with employees taking an off duty day on a rota, they will be entitled to apply to take the relevant PHL on another date.

Where employees actually work, or are released from duty, or are taking annual leave on the Public or Corporation Holiday, or are taking a PHL on another date, they will be credited with one day.

In addition, if employees actually work on these days, a single payment of a set rate for each day will be made for Christmas Day and/or Boxing Day (Christmas Day and/or New Year's Day in Scotland), or any other two days agreed locally. The rates for these days are available on Gateway.

Where employees commence employment part way through the year they will be given a PHL for each Public and Corporation Holiday remaining in the year.

Legacy allowances

This entitlement does not apply to employees whose employment with the BBC commences on or after 1st August 2018 regardless of whether they have any prior BBC service, or any employee who is not already in receipt of the allowance.

Employees in receipt of Legacy Flexibility Allowance, Legacy Unpredictability Allowance Level 1 or Legacy Unpredictability Allowance Level 2 will continue to receive the allowance as a personal frozen legacy allowance based on their substantive position i.e. where an employee in receipt of a legacy allowance has had this removed whilst on attachment, on return to their substantive role the allowance will be reinstated at the frozen rate.

The legacy allowance will be applied pro rata for part time employees, and will increase/decrease pro rata with any changes to contractual hours.

Managing additional hours

Summary

The nature of supporting production and output across the BBC can be highly variable requiring managers to work with employees to ensure varying periods of demand in workloads are sensibly managed and flexibility is shown in order to maintain a reasonable work life balance. This policy sets out the arrangements for managing working hours including 'overtime' working.

Principles

- The nature of supporting production and output across the BBC can be highly variable requiring managers to work with employees to ensure varying periods of demand in workloads are sensibly managed and flexibility is shown in order to maintain a reasonable work life balance.
- Employees are expected to perform the duties of their role within their normal working hours but may occasionally be asked to work such additional hours as may be necessary.
- On occasion, there may be a business need to ask an employee to work more than their normal hours in their relevant accounting period. This will be treated as overtime working for which TOIL or overtime payment will be made, subject to the rules set out in this policy.
- All overtime working must be agreed in advance. There is an expectation that overtime is shared fairly among those in the team that want to do it.
- Employees and Team Managers must take steps to ensure workloads and levels of additional hours are appropriate and any concerns are discussed at the earliest opportunity and escalated through the appropriate channels, this could be your HR Business Partner or union representative
- Overtime payments are calculated at working time and do not include unpaid meal breaks.

Working Patterns

There are broadly three categories of working patterns for employees on Bands A-Fp in the UK and this policy defines the approach to additional hours for each of these categories. Further information about these working patterns is set out in the [BBC's Managing Working Patterns Policy](#).

Fixed Pattern Employees

These employees work to a normal working pattern which is fixed. They are expected to perform the duties of their role and this may involve their working additional hours above their contractual hours to get the job done - and may for example stay later or come in earlier than usual to achieve this. Where these employees are asked to work additional hours there is no eligibility for paid overtime.

Managers must use reasonable time off in order to ensure a good work life balance, particularly where pre-agreed additional hours relate to work outside of the normal day-to-day duties.

Variable Pattern Employees

These employees work in a variable way as they work to the demands and requirements of the tasks they are set, often in response to changing output or events. They are expected to deliver tasks that may involve working additional hours above their contractual hours. Due to the variable nature of this way of working, periods of peak working may be followed by quieter periods in which it is expected the employee and their Team Manager should discuss and agree how to appropriately manage workloads and time off across these periods. Where Variable Pattern employees work additional hours for a significant and consistent period of time the BBC allows for temporary adjustments to working hours or periods of time off to recognise this.

There is no eligibility for paid overtime unless you are a 'variable exception'.

Shift Pattern Employees

These employees work to a fixed or rotating underlying rota pattern and may be asked to work additional hours on occasions.

For working an additional shift or an extension to a shift which results in their working in excess of their contractual hours in their relevant accounting period, they will be eligible for Time Off in Lieu or an Overtime Payment.

Where overtime working is agreed, Time Off in Lieu should be given in the first instance at a time that is mutually convenient to both parties. Where Time Off in Lieu is not operationally possible an Overtime Payment will be made.

At the point of agreeing to work additional hours, employees will be informed whether the additional hours will be managed via TOIL or paid overtime.

- **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.
- **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.

A working hours review will be triggered at the point an employee's overtime earnings exceeds 15% of their basic salary in a financial year to establish the rationale for the level of overtime working and to consider the employee's wellbeing.

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.

Premium payments

The following employees are not eligible for premium payments.

- **Band E and above,**
- **employees who are on a Studios Productions Ltd contract,**
- **employees who are on a legacy buy-out contract (which bought out these payments)**

For those working shift or variable pattern, an additional payment of their hourly rate will be payable for each hour worked over 12 hours, rounded up to the nearest 15 minutes. This does not apply where there is an underlying rota pattern designed of more than 12 hours. In this event payment will only be made for each hour worked over the originally scheduled shift, rounded up to the nearest 15 minutes.

For those on fixed pattern, TOIL will be scheduled at a time that is mutually convenient to both parties for each hour worked over 12 hours, rounded up to the nearest 15 minutes.

For shift and variable pattern employees who are frequently deployed overseas and where there is a clear expectation that this frequency of deployments is a key requirement of their role, then managers can pay an annual allowance of £1,000 per annum instead.

If overseas deployments are less frequent then hourly rate premium payments can be payable up to a maximum of £1,000 gross per annum.

For staff working overseas, as a general principal a 12 hour day is the normal expected maximum, however it must be recognised that occasionally in order to deal with the unexpected and unplanned events (e.g. flights being delayed, breaking news, etc.) longer working days will occasionally occur.

Overseas deployments should be offered evenly across the team. For best practice principles on managing overseas deployments within the BBC, please see **Overseas Deployment Guidance**.

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 team leader to ensure the wellbeing of the employee is considered, and to ensure the compliance with the Working Time Regulations.

Where an employee has agreed with their team leader to do additional work for another department, then the host department should make a payment in line with the below rules:

- Same Job Pay Range minimum – Current Base Salary
- Higher Job Pay Range minimum – Current Base Salary or minimum of JPR (whichever is higher)
- Lower Job Pay Range maximum – Current Base Salary or maximum of JPR (whichever is lower)
- If undertaken on a regular basis, the appropriate rate should be in line with internal comparators. The host manager should review with their local HR Business Partner the appropriate position in the job pay range, ensuring the employee is paid in line with internal comparators whilst taking into account their skills, knowledge and experience.

You can read more about [pension options, eligibility, and the opt-out process](#).

Salary and pension provisions

Pension Automatic Enrolment

The Government requires employers to provide a workplace pension arrangement for its workers; this is called 'pension automatic enrolment' (PAE). The BBC has chosen NEST (National Employment Savings Trust) as its current PAE provider for eligible employees who are not a member of an existing qualifying BBC pension arrangement. The BBC reserves the right to use an alternative provider other than NEST in respect of PAE at any time in the future.

If you are not a member of a qualifying BBC Pension arrangement provided that you meet certain criteria regarding your age and earnings you will be automatically enrolled into NEST three months after starting at the BBC – further details regarding the pension benefits which will be available to you will be provided to you separately after you begin working for the BBC. You can choose to opt out of NEST but only after you have been automatically enrolled.

You can find out more about NEST by visiting www.nestpensions.org.uk

BBC Pensions

The BBC Pension Scheme (the Scheme) is a defined benefit pension arrangement. It closed to new joiners on 30 November 2010. Existing members of the Old Benefits, New Benefits or Career Average Benefits 2006 sections of the Scheme remain in these sections, or, prior to January 2012, were able to join the Career Average Benefits 2011 section of the Scheme. The definitive provisions of the Scheme are set out in the Trust Deed & Rules. You can find out more about the BBC Pension Schemes [here](#).

From 1 December 2010 employees (including existing employees) are eligible to join LifePlan, the BBC's defined contribution arrangement. Membership of LifePlan is subject to the terms and conditions of the Plan. You can find out more about LifePlan [here](#).

Life Assurance

For all employees, life cover is four times pensionable salary. For those who are active members of either the Scheme or Lifeplan, life cover is inclusive of any other lump sum payable from the Scheme in respect of current period of employment.

If you are a member of the Scheme you should read the relevant 'Death in Service lump sum payments' additional guide [here](#) for more details.

You can read more about [notice period requirements and exceptions](#).

Notice periods

Notice should be in writing and notice periods on the part of the BBC and employees are as follows:

- Bands A-C less than five years' service: one month on either side;
- five or more years' service, but less than nine years: two months on either side; and
- nine or more years' service: three months on either side.
- Bands D-Fp during probationary period: one month on either side; and
- Following successful completion of probation period: three months on either side.

Notice Periods				
Band	During Probation	Less than 5 years' service	5-9 years' service	More than 9 years' service
A-C	1 month	1 month	2 months	3 months
D-Fp	1 month	3 months		

Upon any resignation, the employee and manager may mutually agree a reduced notice period.

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.

You can read more about [Underlying rota changes](#)

Changes to an underlying rota pattern

There may be occasions where the business needs to make a change to working patterns through the introduction of a new underlying rota pattern to meet business requirements such as changes to service or output needs.

The following principles apply to any potential changes:

- Before the design of the new underlying rota pattern, all affected employees will be consulted on the proposed changes;
- The relevant recognised Trade Union(s) will be engaged at the earliest opportunity in this process with the aim of reaching agreement;
- The rationale for the proposed changes and the consequences for affected employees will be made clear;
- Sufficient time will be scheduled to enable completion of supporting activities, including handover and post production de-briefs for example.
- If the proposed underlying rota pattern is agreed, the changes will not take effect for at least eight weeks after the date of agreement unless an earlier implementation is mutually agreed;
- If the proposed underlying rota pattern are not agreed between the business and the Trade Union(s), the procedure for the avoidance of disputes will be invoked, and the two months' notice of changes will not be given until the procedure has been exhausted;
- The new underlying rota pattern will be documented, and a copy will be provided to each affected employee and the lead Trade Union representative(s).

