

## Terms of Employment

### Why this policy matters

Conditions of Service are the foundation of your employment with the BBC. 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 Conditions of Service:

- Defines your contractual rights and obligations as a BBC employee
- Establishes key employment terms such as notice periods and pensions
- Clarifies mobility requirements and declaration of personal interests
- Outlines different types of contracts and working patterns
- 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
- On a standard contract, either continuing or fixed-term (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.

### 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.

#### Employment terms

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.

You can read more about [continuing and fixed term contracts and their key terms and conditions](#).

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.

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

### **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.

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

You can read more about [the mobility clause and how it's applied](#).

### **Declaration of Personal Interests**

4. 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 and applies to all individuals engaged by the BBC, including freelancers and agency temps.
- Involvement in broadcasts by competitors or 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. You can read more about [what constitutes a conflict of interest and how to declare personal interests](#) (further details can be found in Respect at Work policy with regards to personal relationships & abuse of power).

5. If you are a Senior Leader or in the Journalism CPF job family, you must complete a Declaration of Personal Interests Form annually, even if you have no interests to declare.

## External Engagements

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

6. 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.

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

## Working patterns and additional hours

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). This pattern is confirmed during appointment.
  - 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.
  - 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.
- 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 paid overtime\* unless you are a 'variable exception' (Bands A-D).

\* 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.

### **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.

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

#### **Premium Payments**

If you are working **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.

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

### **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.

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

### **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. 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		
SLs	Please refer to contract			

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

### 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.

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| 7. If you have responsibility for underlying rota changes, you must consult with all affected employees and trade union(s) prior to any changes |
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You can read more about [underlying rota changes](#).