

# COLLECTIVE LABOUR AGREEMENT FOR THE PUBLISHING INDUSTRY

## 1 January 2024 to 30 September 2025



*This collective labour agreement is published on behalf of the parties to the collective labour agreement for the publishing industry by*

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## GUIDE TO THE COLLECTIVE LABOUR AGREEMENT FOR THE PUBLISHING INDUSTRY

### ***Basic provisions and job category-specific provisions apply***

General basic provisions and job category-specific provisions apply to individual employees and to the employer.

The terms of employment in this collective labour agreement consist of 'basic provisions' (chapters 1 to 9) that apply to all employees covered by the collective labour agreement, and 'job category-specific provisions' (chapters 10 to 17) that only concern employees in a specific job category. The job category-specific provisions apply in addition to the basic provisions, but sometimes they also apply notwithstanding the basic provisions!

### ***The collective labour agreement is a basic scheme. Additional agreements can be made at company level.***

The collective labour agreement offers a suite of terms of employment that can be applied as a basic scheme in companies. However, the collective labour agreement provides the opportunity for companies to deviate from the collective labour agreement and enter into their own agreements on many topics. Depending on the topic and if relevant, the trade unions, participants to company-specific consultations, or the individual employee will be consulted.

### ***The collective labour agreement is available on the website: [uitgeverijbedrijf.nl](http://uitgeverijbedrijf.nl)***

The website offers the opportunity to consult regulations, documents, forms and/or models that apply to specific articles or topics via links.

### **Text version**

The text of the collective labour agreement was changed most recently with effect from 20 March 2024.

Amsterdam, April 2024

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## I. INTRODUCTORY AGREEMENTS

### Collective labour agreement declaration

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The party representing the employers

Werkgeversvereniging Uitgeverijbedrijf (WU) (Publishing Industry Employers Association)  
having its registered office at Hogehilweg 6, 1101 CC Amsterdam Z.O., The Netherlands  
(P.O. Box 12040, 1100 AA Amsterdam Z.O.),  
T +31(0)20 4309150 E info@wu-vereniging.nl  
I www.wu-vereniging.nl

and

the parties representing the employees

FNV (Media & Cultuur)  
having its registered office at Derkinderenstraat 2- 8, 1062 DB Amsterdam, The Netherlands  
(P.O. Box 9239, 1006 AJ Amsterdam)  
T 0900-3685436 E cbb-mediacultuur@fnv.nl  
I www.fnv.nl/mediacultuur

Christian National Trade Union Federation (CNV)  
having its registered office at Tiberdreef 4, 3561 GG Utrecht,  
(P.O. Box 2525, 3500 GM Utrecht)  
T 030-7511570 E info@cnv.nl  
I www.cnv.nl

De Unie  
having its registered office at Multatulilaan 12, 4103 NM Culemborg, The Netherlands  
(P.O. Box 400, 4100 AK Culemborg)  
T 0345-851851 E info@unie.nl  
I www.unie.nl

Nederlandse Vereniging van Journalisten (NVJ)  
having its registered office at Johannes Vermeerstraat 22, 1071 DR Amsterdam, The Netherlands  
(P.O. Box 75997, 1070 AZ Amsterdam)  
T 020-3039700 E vereniging@nvj.nl  
I www.nvj.nl

declare that they have entered into the following collective labour agreement with effect from 1 January 2024.

## Preamble

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The Collective Labour Agreement for the Publishing Industry is entered into by the Werkgeversvereniging Uitgeverijbedrijf (WU) employers' association on the part of the employers and by FNV (Media & Cultuur), CNV, De Unie and de Nederlandse Vereniging van Journalisten (NVJ, Dutch journalists' association) on the part of the employees. The collective labour agreement talks as regards the collective labour agreement are conducted jointly between the WU and the four employee associations listed.

The NVJ is the party on the part of the employees with whom the topics that concern journalism are discussed. FNV Media & Cultuur, CNV and De Unie are the parties on the employee side with whom the topics in Chapter 17 are discussed.

### INSI Safety Covenant

The parties to the collective labour agreement establish that employers have a duty of care towards their employees and freelancers when it comes to safety, precaution and after-care. Following the death of American journalist James Foley, the International News Safety Institute (INSI) drafted the Safety Covenant in 2014. This covenant states that responsibility for the risks to which journalists are exposed must be shared. This is only possible if journalists travel well prepared and with the right resources. This includes good training and insurance, as well as remuneration that makes it possible to pay for travel and accommodation expenses and a local contact person (fixer). This contact person is called in to support the journalist. This may involve interpreting and translation services, guiding, mediating or assisting in obtaining documents, accommodation, transport and communication facilities and accessing information sources that would otherwise be less accessible due to language and cultural differences or due to security problems.

The parties to the collective labour agreement support the objectives of the INSI Safety Covenant.

The main points from the INSI Safety Covenant:

- Preserving life and safety is paramount. News organisations are urged to prioritise the safety of all journalists. Both employed journalists and freelancers are aware that irresponsible risks are unacceptable.
- Working in high-risk areas is done on a voluntary basis and by experienced journalists or under their direct supervision. The relationship with the client or employer may never come under pressure as a result of a refusal or termination of a dangerous assignment.
- All journalists, both permanent employees and freelancers, must have completed sufficient and adequate safety training. Employers and clients are asked to make training mandatory.
- Employers and clients ensure that journalists are aware of the political, physical and social conditions in the area where they work.
- Employers and clients must provide journalists with efficient safety and medical equipment.
- All journalists, employed and freelance, must be adequately insured while working in hostile territories, including war cover.
- Employers and clients must be able to offer journalists psychosocial support. Managers must be trained to recognise traumatic stress.

The full text of the covenant is included in Annex 5.

## Introduction to the collective labour agreement

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The main changes in this collective labour agreement include the following agreements:

### 1. Term

The collective labour agreement has a term of 21 months: from 1 January 2024 to 30 September 2025

### 2. Salaries

The salaries and salary scales are increased as follows:

- as from 1 January 2024: 160 euros and after that 2% on a permanent basis
- as from 1 January 2025: 80 euros and after that 1.5% on a permanent basis

### 3. Flexible working

The home working allowance will be increased on an annual basis up to the tax-exempt amount (€2.35 in 2024).

### 4. Generation Pact: XYZ scheme

This scheme will be extended by one year through to 31 December 2025. During the extension, this scheme can be used by mutual voluntary agreement.

### 5. Short-term care leave

Under the current collective labour agreement, five days of short-term care leave are paid at 100% of the uncapped daily wage. The next five days are paid at 70% of the maximum daily wage. Under the new collective labour agreement, all days of short-term care leave are paid at 100% of the uncapped daily wage.

### 6. Informal care

Article 17.9 paragraph 2 of the collective labour agreement provides reduction of working hours for the provision of informal care. This scheme is currently available to graphic designers and assistants working in newspaper publishing. This scheme will now be available to all employees unchanged. The wording of this article is as follows:

#### Reduction of working hours for the provision of informal care

*If the employer and employee have reached agreement on reduction of working hours to enable the employee to provide informal care, the following entitlement will apply for a maximum of 26 weeks:*

- *80% work, 85% pay, and 100% continuation of pension accrual for employees who are not more than 10 years from the first day of the month when they start receiving their state pension.*
- *80% work, 85% pay, and continuation of pension accrual based on 85% of pay for employees who are over 10 years from the first day of the month when they start receiving their state pension.*

*Informal care is when the employee looks after a child, family member or friend for more than eight hours a week and/or for more than three months. The right to a reduction in working hours for the provision of informal care can only be exercised once during the term of the collective labour agreement.*

### 7. Public holidays

From 1 January 2024, 5 May will be a fixed day off every year.

### **8. Employability, education and training**

The parties to the collective labour agreement continue to emphasise the importance of employees' training and personal development, as regulated in article 7.2 of the collective labour agreement. Taking job market-relevant training/courses (article 7.2 paragraph 2) will no longer be conditional on using the state-provided STAP budget. The rest of this article will remain unchanged, meaning that the employer will bear all costs involved.

### **9. Professional placement allowance**

There will be one allowance for students doing their professional placement or final-year project in the publishing industry, regardless of education level. The professional placement allowance will be increased from €350 (currently paid to students from higher professional education or university education) to €400 for all students doing their professional placement in the publishing industry.

### **10. Travel expenses**

The employer must make arrangements for reimbursement of travel expenses for travel by car, public transport, and bicycle (commuting) and inform employees of these arrangements. The employer makes these arrangements after consultation with the participants to company-specific consultations and, in their absence, with the employees.

### **11. Conduct**

Inappropriate or unwanted conduct includes, for example, sexual harassment, discrimination, bullying, aggression, and violence. Employers and employees must combat inappropriate conduct.

The employer must designate an internal or external confidential advisor and inform employees of the name of and how to contact the confidential advisor. The employer will select the internal or external confidential advisor after consultation with the company-specific consultative body and, in the absence thereof, with the employees.

Parties to the collective labour agreement will also appoint an external confidential advisor to be contacted about inappropriate or unwanted conduct.

The *Gezond Uitgeven!* website contains ample information on what to do in case of inappropriate or unwanted conduct. The parties to the collective labour agreement have agreed to emphatically make employers, the representative body, and employees aware of this website.

### **12. Update of job classification systems**

In the first half of 2024, the parties to the collective labour agreement will complete the update to the job classification systems for Book and Magazine Publishing (BMP), General Interest Magazine and Opinion Weekly Journalists (GIM-OW) and Trade Magazine Journalists (TM).

### **13. Study committee**

The parties to the collective labour agreement will set up a joint study committee to issue an opinion on the modernisation of leave schemes. The study committee will do so while considering a recently published Socio-Economic Council (SER) opinion entitled 'Balans in maatschappelijk verlof' (*Balance in social leave*).

### **14. Collective labour agreement text**

The parties to the collective labour agreement are simplifying the text of the collective labour agreement based on the text proposals of the joint working group that has been working on this for the past two years with the support of an external lawyer specialising in collective labour agreements.

## II. BASIC PROVISIONS

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### CHAPTER 1 The collective labour agreement

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- 1.1 Basic arrangements**
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#### 1.1 Basic arrangements

*Basic arrangements; deviation is possible to the benefit of the employee*

1. This collective labour agreement contains a basic scheme governing terms of employment. The basis scheme may be deviated from in favour of the employee.

*Basic scheme: basic provisions and job category-specific provisions*

This basic scheme consists of 'basic provisions' and 'job category-specific provisions'.

Type of provision	For whom
Basic provisions (Chapters 1 to 9)	All employees as defined in the collective labour agreement
Job category provisions (Chapters 10 to 17)	employees as defined in the collective labour agreement, whose jobs have been classified into the job category to which the provisions in question relate. The job category-specific provisions apply in addition to or, if indicated, in derogation of the provisions of the basic provisions.

The topics, identified as such in this collective labour agreement (annex 1) can be deviated from in company-specific consultations.

#### 1.2 Term of the collective labour agreement

This collective labour agreement shall be applicable from 1 January 2024 to 30 September 2025 and it shall end by operation of law when this term has expired, without notice by one or more of the parties to this collective labour agreement being required.

Termination of this collective labour agreement does not affect the term of validity of:

Topic	Article number
Disability Pension Scheme	8.2
Stichting Bedrijfstakbureau	18.1
Employer's contribution These articles are valid for five years. This term starts on the inception date of the collective labour agreement.	19.6
Supervision and Compliance Committee / Administration Board This article is valid for five years, i.e. from 1 January 2024 through to 31 December 2028.	18.2

### 1.3 Contractual provisions

#### *Dispensations*

1. Dispensation to derogate from this agreement, granted during the term of previous collective labour agreements will remain in force for the duration of the dispensation granted, but for five years at the most.

#### *Agreements as to deviating from the collective labour agreement, entered into in company-specific consultations*

2. Agreements at company level, made with the participants to company-specific consultations during the term of previous collective employment contracts, which deviate from this collective labour agreement, shall continue to be effective until the relevant agreements at company level are changed and/or until the scheme in the collective labour agreement that the relevant agreements at company level relate to is changed (see the definition of 'Company-specific consultations').

#### *Admission of new parties to the agreement*

3. If, during the existence of this agreement, an employers' or employees' association in the publishing sector comes forward and indicates that it wishes to become a party to this agreement, the joint parties to this agreement will give such association the opportunity to join the agreement, provided that it complies with the requirements that are also imposed on the other parties to the agreement.

#### *New developments*

4. The parties to this collective labour agreement will consult with each other during the term of the collective labour agreement in the event of legislative changes that have consequences for the substance of one or more articles in the collective labour agreement or for the actual collective labour agreement.

### 1.4 Definitions

For the sake of readability, the pronoun 'he' and the nouns 'employer' and 'employee' are used. These are not intended as gender-specific male terms in this collective labour agreement, but rather as gender-neutral terms.

Entitlements and rights assigned under this collective labour agreement that are awarded in the form of time off and/or money are based on full-time employment (normal number of working hours). For employees in part-time employment, these entitlements and rights will be prorated to their actual working hours.

#### **A**

##### Late shift for Newspaper Journalists

50% or more of the shift is between 18:00 and 24:00.

#### **B**

##### Basic provisions

Chapters 1 to 9

##### Employees who exceed the collective labour agreement

Employees whose job has been classified into a higher job level than the job levels covered by the salary structure in the collective labour agreement which is applicable to the relevant job category.

##### Junior Newspaper Journalists

Journalists who have completed higher professional education (Dutch HBO), who may have some experience of the business world and/or community organisations (Category A) and academics (a university degree from an institution of higher education) (Category B) and have not yet graduated from the recognised journalism study programmes (or master's programme for journalism) or achieved a similar level of professional and intellectual ability.

##### Desk Editor in the Newspaper Journalists category

A desk editor mainly works as part of the editorial team, performs editorial work, but does little or no first-hand reporting of events. The desk editor's coordinating duties include receiving and editing texts, selecting

what to publish and setting out new writing assignments. They maintain contact with editors, but also write copy themselves. They may also have to translate messages coming from foreign sources. Given the desk editor's coordinating role and role as keeper of contacts, they serve as the first point of contact for editors, readers, freelancers and other stakeholders.

## C

### Editor-in-Chief of Free Local Newspapers

The journalist who, by virtue of their appointment by the employer, is responsible for the editorial content of a free local newspaper and, in conjunction therewith, has the hierarchic management of at least three journalists, or the journalist charged with this task.

## D

### Day shift window

The customary daily working hours that apply to the employee are between 7:00 and 19:00 from Monday to Friday.

### Company-specific consultations

Consultations between the employer and the employee representation body set up in the company pursuant to the Dutch Works Councils Act (*Wet op de ondernemingsraden*), which take place in accordance with the agreements made in this collective labour agreement and any internal supplementary agreements for the company.

In principle, all company-specific agreements within the meaning of the collective labour agreement will stipulate a start date and an end date, without prejudice to the possibility of company-specific agreements having been entered into for an indefinite period of time. The end dates of the company-specific agreements do not necessarily have to be identical to the end date of the collective labour agreement. When the end date of an agreement reached through company-specific consultations and/or of the collective labour agreement is reached, any company-specific agreements will, in principle, be prolonged until the relevant provision or scheme in the collective labour agreement changes (see also article 1.3 paragraph 2).

### Company-specific consultation chapters 13 to 16 (Journalists)

Consultations between the publisher and the Editorial Board, Editorial Committee or Editorial Representatives for the publication(s) established on the basis of the provisions of chapters 13 to 16 or under the editorial charter.

### Part-time employment

Employment for fewer hours than the normal number of working hours.

## F

### Flexible working

Flexible working is the combination of working (together) in physical and digital form at the office, on site, at home or elsewhere. Employees perform their work in a place that may vary in a day and from day to day, depending on the nature of the work.

### Job category provisions (Chapters 10 to 17)

Provisions in this collective labour agreement that exclusively apply to employees as defined in the collective labour agreement, whose jobs have been classified into the job category to which the provisions in question relate.

## H

### Editor-in-chief

The journalist who, pursuant to their appointment in writing by the publisher's bodies authorised thereto according to the articles of association, is responsible for the contents of the editorial part of the publication and who manages the editorial team.

### Free local newspaper

Any newspaper that is published under its own name at regular intervals and is distributed door to door for free, primarily aimed at the needs of the advertising market and consisting of both editorial and advertising pages or combinations thereof.

## I

### Individual number of working hours

The average number of hours a week agreed with individual employees in their employment contracts. The employer and the employee can agree an individual number of working hours different from the normal number of working hours.

If applicable and subject to mutual approval, an individual number of working hours longer than the normal number of working hours may be agreed up to a maximum average of 40 hours a week.

### Individual consultations

Consultation between the employer and individual employees that takes place according to the agreements made in this collective labour agreement and any supplementary agreements in the company.

### Outside employees

Employees working under payrolling constructions and temporary workers.

## J

### Annual salary

12 (twelve) times the salary

### Journalist

The employee whose main profession is to carry out journalistic activities.

### Journalistic activities

Participating in the editorial composition of the contents of one or more publications to the extent that such contents comprise news items, images, reports and/or articles, such as described in the job classification systems in chapters 13 to 16 of this collective labour agreement and elsewhere.

## L

### Apprentice Newspaper Journalists

Journalists with who have graduated from higher general or pre-university secondary education, without work experience in business or at social organisations, who are taking on-the-job training and/or in theory-based education and have not yet graduated from a recognised journalism programme (or Master's programme for journalism).

### Apprentice Journalist / newcomer at Free Local Newspapers

A journalist who receives both practical training and theoretical instruction from an employer, in order for them to obtain the working level that matches job level groups A and B. Anyone who has graduated from a school for journalism shall not be considered as an apprentice journalist or a newcomer.

## M

### Extra hours

The extra hours during which employees in part-time employment perform work on the instructions of the employer on top of the individual number of working hours agreed with them up to the normal number of working hours.

## N

### Night shift for Newspaper Journalists

50% or more of the shift is between 00:00 and 06:00.

### Normal number of working hours; employees

The normal number of working hours for employees in full-time employment is 144 hours every 4 weeks on average (36 hours a week on average).



Normal number of working hours; Book and Magazine Publishing (BMP)

The normal number of working hours is 144 hours every 4 weeks on average (36 hours a week on average).

Normal number of working hours; Newspaper Journalists (NJ)

The normal number of working hours is 152 hours every 4 weeks on average (38 hours a week).

Normal number of working hours; Free Local Newspaper Journalists (FLN)

The normal number of working hours is 152 hours every 4 weeks on average (38 hours a week on average).

Normal number of working hours; Journalists

The normal number of working hours for journalists in full-time employment whose job is **not** covered by the job classification system of Newspaper Journalists or Free Local Newspaper Journalists is 144 hours every four weeks on average (36 hours a week on average).

Normal number of working hours; General Interest Magazine and Opinion Weekly Journalists (GIM-OW)

The normal number of working hours is 144 hours every 4 weeks on average (36 hours a week on average).

Normal number of working hours; Sports Journalists

The normal number of working hours for employees in full-time employment is 144 hours every 4 weeks on average (36 hours a week on average).

Normal number of working hours; Trade Journal Journalists

The normal number of working hours for employees in full-time employment is 144 hours every 4 weeks on average (36 hours a week on average).

**O**

Standby workers

Employees who are available as standby workers and carry out work for the employer when called upon, on the understanding that salary and holiday allowance are paid, and holiday leave entitlements are granted, on the basis of this collective labour agreement and only for the hours worked, notwithstanding the provision in article 7:628a of the Dutch Civil Code.

Trade Union consultations

Consultations between employer and one or more trade unions involved in this collective bargaining agreement, based on collective labour agreement provisions and company-level agreements. The trade unions involved may decide to leave such consultations to the company-specific consultative body.

Excessive working hours; Newspaper Journalists

The time during which the journalist worked in excess of the normal number of working hours during a period of four consecutive weeks.

Excessive working hours; Free Local Newspaper Journalists

The time during which the journalist worked in excess of the normal number of working hours during a period of four consecutive weeks.

Overtime in case of individual working hours that exceed the normal number of working hours

The reference for the normal number of working hours being exceeded for employees with an individual number of working hours longer than the normal number of working hours shall be: the individual number of working hours.

Another reference period for establishing whether the normal number of working hours has been exceeded can be agreed in consultation with the trade unions involved in the collective labour agreement, unless it is agreed with the trade unions involved that these discussions will be left to employee representation.

Overtime in case of part-time employment

The extra hours during which work is performed on the instructions of the employer as a result of which a period of nine hours a day is exceeded (article 5.1 paragraph 6).

## P

### À la carte budget (PCB)

An annual gross amount that the individual employee accumulates by means of 12 equal monthly instalments in the period from January to December and that enables the employee to arrange their own bespoke benefits in keeping with their own personal situation.

## R

### Legal position of Free Local Newspaper Journalists

The complex of rights and obligations which the journalist involved can invoke pursuant to laws, collective labour agreement, internal company custom and individual employment contract, and the working conditions that apply to the journalist involved in the sense that they may be addressed in the consultation between employers and the representative consultations and/or employee associations.

### Editorial board of Free Local Newspapers

The editor-in-chief, the deputy editor-in-chief, or the journalist charged with the general management of the editorial team.

### Reorganisation

Any change to the organisation structure and/or production structure of the company where it can be expected that employees' jobs in the company will change greatly or will immediately or shortly cease to exist.

### Reorganisation of Journalistic Positions

Discontinuation of an independent publication, merger/fusion, collaboration with another publisher, or another change.

### Reorganisation of Free Local Newspaper Journalists

Discontinuation of an independent free local newspaper, as well as transfer of title to the newspaper for which the journalist works, amalgamation of or collaboration with another company, or any other comparable changes to the organisation that have important consequences for the legal position of the journalist.

### Scheduled time off

Instrument enabling the individual number of working hours to be maintained when working with work schedules for each pre-agreed period. When working to schedules with varying working hours, arranging scheduled time off in advance prevents the individual number of working hours from being exceeded in any period agreed. Under application of scheduled time off, the employee works precisely the number of hours agreed as his individual working hours.

### Exchange value of hours of leave entitlement

The value of one hour of leave entitlement is equivalent to the hourly wage.

## S

### Salary scales

The salary tables in this collective labour agreement based on normal number of working hours.

### Salary

The fixed gross salary payment per month agreed on the basis of the scaled salary and any fixed allowances and the agreed individual number of working hours.

The salary is the basis for the holiday allowance and for the à la carte budget.

### Scaled salary

The pre-tax monthly amount as per the salary scales of this collective labour agreement based on normal number of working hours of 36 hours a week at full-time employment.

The scaled salary is the basis for any allowances referred to in this collective labour agreement. Except for the scaled salaries for the job category of Newspaper Journalists and the job category of Free Local Newspaper Journalists, all scaled salaries are based on a normal number of working hours of 36 hours a week on average if in full-time employment.

#### Scaled salary for Newspaper and Free Local Newspaper Journalists

The pre-tax monthly amount as per the salary scales of this collective labour agreement based on normal number of working hours of 152 hours per four weeks at full-time employment.

#### Scaled salary in case of individual working hours that exceed the normal number of working hours

Any individual number of working hours agreed longer than the normal number of working hours will lead to a prorated increase of the scaled salary.

Any individual number of working hours agreed pursuant to article 3.2 of the collective labour agreement shorter than the normal number of working hours will lead to a prorated increase of the scaled salary.

### **T**

#### Trainee

A trainee is an employee in training and receives at least the salary of an apprentice journalist or junior journalist performing journalistic work and at least the salary associated with the corresponding reference job in case of other work.

### **U**

#### Publisher

The natural person or legal entity that is independently active in reader and advertising markets and whose key activity, while being responsible for the content, is producing information products, whose contents have been edited and/or enriched by editors, in all forms of publication independent of the type of medium, exclusively with the goal of making such contents or product public.

In addition, publisher is the company affiliated in a group with a publisher (as defined above) of daily newspapers, and where more than 60% of its production is its own daily newspapers (Newspaper Publishing Company).

For the verification of whether the activities of a company qualify as those of a 'publisher', within the meaning of the collective labour agreement as referred to above, the international Standaard Bedrijfsindeling (SBI - Standard Industrial Classification) as used by Statistics Netherlands and the Dutch Chamber of Commerce (Kamer van Koophandel) can also be used as a reference.

Publishers are, in any case, those companies that, pursuant to the SBI 2008, have been classified into the categories with the following codes:

- 58.11 Book publishers
- 58.13 Publishers of newspapers
- 58.14 Publishers of journals and magazines

Whether the publishers classified under these SBI codes are actually publishers 'within the meaning of the collective labour agreement' depends on whether the activities of the publishers meet the description in the collective labour agreement.

Whether the publisher classified under these codes is also an employer within the meaning of the collective labour agreement is determined by whether they employ staff. Any publisher who fulfils the definition but who has no employees in service may well be a publisher within the meaning of the collective labour agreement, but not an 'employer within the meaning of the collective labour agreement'.

#### Publisher Journalistic topics

Publisher including the highest representative within the organisation authorised to consult on the matter.

#### Hourly wage

12 times the salary, divided by 52 times the individual number of working hours.

### **V**

#### Holiday workers

Employees who have been hired as holiday workers, i.e. anyone who, regardless of the number of working hours a week, undertakes to carry out non-professional work in the company under a fixed-term employment contract lasting less than three months. For 18 year olds and younger, the maximum term allowed for a fixed-term employment contract per holiday period is two months.

Trade union(s)

Union(s) of employees involved in this collective labour agreement.

Fixed allowances

Working hours allowance (article 4.8 paragraph 1), individual allowance (article 4.6 paragraph 3) and inconvenience allowance (article 13.7).

In this collective labour agreement, the term 'fixed allowances' does not include: holiday allowance (article 4.11) and overtime pay (articles 4.9 and 4.10).

Fixed allowances are based on the scaled salary. The scaled salary will apply as soon as the situation on which entitlement to a fixed allowance is based on ends.

Other wage components can be designated as fixed allowances at company level ('Company-specific allowances').

Holiday and other leave accrual (calculation)

In accruing holiday leave entitlement, the value of one day's leave/holiday expressed in hours: the individual number of working hours divided by five.

Holiday and other leave (taking)

When taking holiday or other leave, the number of hours is used that otherwise would have been worked on the day in question if no leave had been taken (article 5.6 paragraph 2). Leave is always written off in hours.

Full-time employment

Employment with a normal number of working hours of 36 hours or longer per week on average.

Full-time employment for Free Local Newspaper Journalists

Employment of a journalist whose job is covered by the job classification system for Free Local Newspaper Journalists is for 38 hours a week on average in a 5-day working week.

Full-time employment for sports journalists

Employment of a journalist whose job is covered by the job classification system for Newspaper Journalists appointed as sports journalist is for 144 hours every four weeks on average.

**W**

Deputy Editor-in-Chief of Free Local Newspapers

The journalist who has been appointed to deputise for the editor-in-chief if relevant and take on the day-to-day management of the editorial team.

Employer

The publisher where the employee is employed under an employment contract.

Employee

A person who, without prejudice to the stipulations of article 2.1 of the collective labour agreement, is employed by the employer under an employment contract.

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**CHAPTER 2 The employer and the employee**

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- 2.1 Scope of application: employer and employee as per the collective labour agreement**
  - 2.2 Outside employees, temporary workers, and students on professional placement**
  - 2.3 Being a good employer**
  - 2.4 Being a good employee**
- 

**2.1 Scope of application: employer and employee as per the collective labour agreement**

1. This collective labour agreement applies to all employers and employees.

**NB:** article 1.4

*Editors-in-chief*

2. The basic and job category provisions in this collective labour agreement apply to editors-in-chief whose jobs are classified in the corresponding job classification system. Editors-in-chief retain the authorisations specified in the collective labour agreement on editorial matters even if they are not employees under the collective labour agreement.

*Exceptions*

3. The collective labour agreement does not apply to:

- a. employees who exceed the collective labour agreement;
- b. holiday workers;
- c. on-call workers;
- d. students on professional placement;
- e. workers provided by a payrolling firm;
- f. temporary workers.

**2.2 Outside employees, temporary workers, and students on professional placement**

*Outside employees/temporary workers*

1. Insourced employees and temporary workers are sourced from firms that have been awarded the SNA quality mark (NEN 4400-1). These workers are paid at the salary level for the job to which they are assigned. The employer - in its capacity as user company - must ensure that temporary workers receive at least the same pay, benefits, and allowances and working hours as apply to employees working in equal or equivalent jobs in the employer's service.

*Students on professional placement and professional placement allowances*

<b>Level</b>	<b>Professional placement allowance (gross per month)</b>
VMBO (lower secondary professional education) / MBO (intermediate secondary professional education) / HBO (higher secondary professional education) / university	€400

The professional placement allowance will be topped up with a travel allowance as is usual in the company.

### 2.3 Being a good employer

The employer is under an obligation to:

- a. act as a good employer;
- b. ensure employees are enabled to perform the work;
- c. ensure that employees who are temporarily sent to work elsewhere or at another company (secondment) at least have the same or similar pay and benefits, plus compensation for inevitable additional costs incurred;
- d. respect employees' serious conscientious objections in the performance of certain work and offer alternative work unless business circumstances do not permit it;
- e. apply article 10.9 paragraph 4 to journalists who, after having expressed a conscientious objection, object to new duties assigned after a reorganisation;
- f. issue employer notices to employees through the information channels that are usually used at the company;
- g. designate an internal or external confidential advisor and let employees know who the confidential advisor is and how to contact them. The employer will select the internal or external confidential advisor after consultation with the participants to company-specific consultations and, in their absence, with the employees;
- h. make arrangements for reimbursement of travel expenses for travel by car and public transport (commuting) and inform employees of these arrangements. The employer makes these arrangements after consultation with the participants to company-specific consultations and, in their absence, with the employees.

**NB:** article 7:611 Dutch Civil Code

**NB:** article 10.9 paragraph 4

**NB:** <https://www.uitgeverijbedrijf.nl/gezonduitgeven/ongewenst-gedrag/bedrijf/vertrouwenspersoon>

The parties to the collective labour agreement will make an external confidential advisor available to all companies. The employee has the right to turn to this external confidential advisor at any time.

### 2.4 Being a good employee

The employee is under an obligation to:

- a. act as a good employee;
- b. agree to take a medical examination upon the start of employment at the request and expense of the employer if necessary for the work and/or safety requirements and comply with the Medical Examinations Act (*Wet op de medische keuringen*);
- c. properly perform the assigned work according to the instructions given;
- d. perform other work in exceptional cases when it is in the company's interest. Employees with a journalistic position will only be asked to perform journalistic duties;

The employee is required to:

- e. take note of the information provided by the employer through the usual information channels.

**CHAPTER 3 The collective labour agreement**

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**3.6 Renewal of fixed-term employment contract**  
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**3.8 Terms of notice**  
**3.9 End of the fixed-term employment contract**  
**3.10 End of the employment contract for a certain set of activities**

**3.1 Written employment contract**

*Individual employment contract*

1. The employer shall enter into an individual employment contract in writing with every employee, which shall at least comply with the provisions of article 7:655 of the Dutch Civil Code and shall state that this collective labour agreement is applicable. Information already included in the collective labour agreement need not be repeated in the employment contract.

*Information about the collective labour agreement*

2. The employer will inform the employee about the collective labour agreement by referring to the website [uitgeverijbedrijf.nl](http://uitgeverijbedrijf.nl).

**3.2 Full-time and part-time employment / Nature of the employment contract**

<b>Nature of the employment</b>	<b>Characteristic of the employment</b>
Full time	Individual number of working hours are longer than or equal to the normal number of working hours.
Part time	Individual number of working hours are shorter than the normal number of working hours.
Indefinite term	The employment contract has no agreed term. If a term is not specified, the employment contract will be assumed to have been entered into for an indefinite period.
Fixed term	The employment contract has an agreed term.
Performance of a certain scope of work	The employment contract runs until the pre-agreed work is completed.

**3.3 Trial period**

The employer and the employee may agree on a trial period. This will be subject to statutory rules.

**NB:** article 7:652 Dutch Civil Code

### **3.4 Secondary activities**

An employee who wishes to carry out secondary activities will need their employer's written permission for that. Permission may be denied by the employer only when justified by an objective reason.

### **3.5 Suspension**

#### *Suspension*

1. The employer may suspend the employee without pay or with reduced pay, specifying the number of days (up to three days), if the employee is potentially guilty of acts or conduct that, in themselves, constitute an urgent statutory reason for summary dismissal.

**NB:** article 7:678 Dutch Civil Code

#### *Written communication*

2. The employer will communicate the suspension and its reason to the employee at the same time in writing.

### **3.6 Renewal of fixed-term employment contract**

#### *Provision on renewing employment contracts*

1. The statutory rules apply to consecutive fixed-term employment contracts.

**NB:** article 7:668a Dutch Civil Code

#### *Obligatory term of notice of one month*

2. Giving notice of termination of fixed-term employment contracts is subject to statutory rules.

**NB:** article 7:668 Dutch Civil Code paragraph 1 and paragraph 2

#### *Entitlement to compensation for late notice*

3. The employer owes the employee statutory compensation if the notice specified in paragraph 2 is not given or not given on time.

**NB:** article 7:668 paragraph 3 Dutch Civil Code

### **3.7 Termination of the employment contract**

#### *Termination*

The employment contract will in any case end when:

- a. the trial period clause is exercised;
- b. the employee resigns or is dismissed on account of a statutory compelling reason;
- c. dissolved by a subdistrict court;
- d. notice of termination is given;
- e. the employee reaches state pension age, in which case notice need not be given;
- f. the employee dies;
- g. a termination agreement is signed.

**NB:** article 7:677 paragraph 1 Dutch Civil Code, article 7:678 Dutch Civil Code and article 7:679 Dutch Civil Code

### **3.8 Terms of notice**

1.



<b>For the employee</b>	one month
<b>For the employer</b> in case of an employment contract that, on the date of termination:	
a. has lasted for under five years:	one month
b. has lasted five years or longer, but under ten years:	two months
c. has lasted ten years or longer, but under fifteen years:	three months
d. has lasted fifteen years or longer:	four months
When applying this collective labour agreement article, the term of notice may be shortened or extended in writing.	
<b>NB:</b> article 7:672 paragraph 2, 3, 4 Dutch Civil Code	

*Extension of employee's term of notice to two months also applies to the employer*

**2.** In the employment contract, the employer and employee may agree in writing on a notice period of two months that deviates from the law for both employee and employer.

**NB:** article 7:672 paragraph 9 Dutch Civil Code

*Extension of employee's term of notice to more than two months leads to the employer's term of notice being doubled*

**3.** In the employment contract, the employer and employee may agree in writing that the employee's statutory notice period is longer than two months and extend it up to a maximum of six months. The employer then has a notice period that is twice as long as the employee's agreed notice period.

**NB:** article 7:672 paragraph 8 Dutch Civil Code

### **3.10 End of the fixed-term employment contract**

*After the fixed term has elapsed*

**1.** A fixed-term employment contract will end as soon as the agreed fixed term expires.

**NB:** article 7:667 paragraph 1 Dutch Civil Code

*By giving notice*

**2.** A fixed-term employment contract may be terminated early if agreed between the employer and employee.

### **3.10 End of the employment contract for a certain set of activities**

An employment contract for a specific set of activities ends as soon as the agreed and described activities have been completed. The provision and notification in Article 3.6 regarding consecutive fixed-term employment contracts do not apply to this type of employment contract.

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## CHAPTER 4 Jobs and salary

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#### **4.1 Job classification systems and salary structures**

##### *Job classification system in the company*

**1.** The jobs and associated job descriptions within the company are compared to the reference jobs described in the collective labour agreement and classified in the job level matrix (job classification system).

##### *Job evaluation, job classification systems and salary structures based on the collective labour agreement*

**2.** This collective labour agreement has various job classification systems with job levels that are based on a recognised job evaluation method (Bakkenist). The job classification systems will be updated by the system owner under the responsibility of the parties to this collective labour agreement. A salary scale is linked to each job level.

##### *Job evaluation, job classification system and/or salary structure based on agreements in the company*

**3.** The employer may, after permission from the Supervision and Compliance Committee / Administration Board, apply its own method of job evaluation and/or salary structure approved by the works council. Permission will be granted when all of the following conditions are met:

- a. when a job evaluation method recognised by the parties to the collective labour agreement is used;
- b. when only an internal grievance and appeal procedure applies;
- c. when the salaries by job level are at least equal to the salaries by job level under the collective labour agreement.

##### *Salary increase*

**4.** The salaries and salary scales are adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

#### **4.2 Appointment to a job; job classification**

##### *Establishing the applicable job level and salary scale*

**1.** The employer will compare the employee's job description to the reference jobs in the individual job classification systems of the collective labour agreement. The reference job with the most comparable duties and responsibilities determines the level of the job and the corresponding salary scale. The employee will be notified in writing of the established reference job and the classification in the salary scale.

*Job category-specific provisions shall also apply besides the basic provisions of the collective labour agreement*

2. In addition to the basic provisions in chapters 1 to 9, the job category-specific provisions of the established reference job in the job classification system also apply to the employer and employee.

*Grievance on the classification of the job*

3. The employee may file a grievance on the classification decision. The grievance procedure within the company applies and, in the absence thereof, the procedure in the relevant job category provision(s) applies.

#### **4.3 Fixed salary**

*Salary based on professional maturity*

Employees who meet the job requirements receive at least the starting salary of the scale linked to the job level group.

#### **4.4 Variable salary**

*Possibility to agree a variable salary*

In addition to the fixed salary, the employer may also award variable pay to the employee depending on company and employee performance. Agreements about variable pay must be made in advance in company-specific consultations.

#### **4.5 Salaries for sales positions**

*Remuneration possibilities within a certain bandwidth*

The employer may make agreements in company-specific consultations about a lower fixed salary (for example 80%) of the salary in accordance with the classification described in article 4.2 with additional variable pay for one or more sales positions.

Conditions:

- a. established criteria for performance-based remuneration between fixed salary and fixed-plus variable pay (for example, minimum 80% and maximum 120%);
- b. fixed salary may not be lower than the statutory minimum wage;
- c. 100% salary is awarded for normal performance;
- d. pension accrual (insofar as permitted under tax law) and fixed salary components are awarded unchanged on the basis of 100% of the salary, in accordance with the classification described in article 4.2.

#### **4.6 Salary if the individual job level changes**

*Classification into the new salary scale*

1. A new or re-evaluated job with a different job level is classified in the salary scale that corresponds to the new job level.

*Promotion*

2. When classified in a higher salary scale, the employee will receive the standard increase for the new scale until the maximum of the higher salary scale has been reached.

*Awarding an individual allowance*

3. The employee receives an individual allowance for the full difference between the current (higher) salary and the (lower) maximum salary of the salary scale to which the new or re-evaluated position is classified. This allowance may be phased out after agreements have been made between the employer and trade unions. These parties may agree to leave consultations on this to the participants to the company-specific consultations.

*Voluntary switch to a lower job level*

4. An employee who voluntarily moves to a new job that is classified in a lower salary scale is not entitled to an individual allowance.

#### 4.7 Periodic salary increase

##### *Standard increase after appraisal*

1. After a performance review concluding that performance is up to standard, the employee receives a standard salary increase until the maximum of their salary scale has been reached. Whether or not to grant a salary increase can be made dependent on an performance review with predetermined conditions.

The job categories of newspaper journalists and free local newspaper journalists have their own appraisal system.

##### *Standard increase if not appraised*

2. In the absence of a performance review, the employee will receive the standard salary increase (salary increment) annually on 1 January until the maximum of their salary scale has been reached. A different date can be set at a local level.

##### *No standard increase in the event of long-term absence*

3. The employee will not receive a standard salary increase if a performance review cannot take place due to prolonged absence, unless:

- a. a salary increase results from the Minimum Wage Act (*Wet minimumloon*);
- b. the employee holds the position of trainee, student journalist, junior journalist (Newspaper Journalists job category) or student (Free Local Newspaper Journalists job category).

NB: article 13.3, 13.4 and 16.5

#### 4.8 Extended working hours allowance

##### *The extended working hours allowance shall apply outside the day shift window*

1. The employee will receive an allowance on top of their scaled salary for the following hours worked:

Hours worked	Extended working hours allowance
07:00 - 19:00	none
19:00 - 07:00	25%

This paragraph does not apply to companies where agreements have been made in company-specific consultations about flexibilisation of working hours in flexible working arrangements.

##### *Agreeing a different allowance percentage*

2. Employers and trade unions may agree on a different percentage for the working hours allowance. These parties may agree to decide this in company-specific consultations.

##### *Cancellation and/or reduction of the extended working hours allowance*

3. An employee who has received a working hours allowance for five years is entitled to a proportional annual gradual phase-out over five years after this allowance expires. The employer and trade unions can agree on a different manner of phasing out the allowance. These parties may agree to decide this in company-specific consultations.

1 <sup>st</sup> year after expiry of working hours allowance	100% working hours allowance
2 <sup>nd</sup> year after expiry of working hours allowance	80% working hours allowance
3 <sup>rd</sup> year after expiry of working hours allowance	60% working hours allowance
4 <sup>th</sup> year after expiry of working hours allowance	40% working hours allowance

5 <sup>th</sup> year after expiry of working hours allowance	20% working hours allowance
6 <sup>th</sup> year after expiry of working hours allowance	No more entitlement to working hours allowance

#### 4.9 Compensation of overtime for employees in full-time employment

1. Employees whose position is classified in the salary scales below will receive additional holiday or other leave to compensate for overtime.	
<b>For whom</b>	<b>Entitled to</b>
Employees classified in the following salary scales:	<b>three</b> additional days of holiday or other leave. The employer may add all or part of the value of these three additional days of holiday or other leave (1.2% of the salary) to the à la carte budget after discussing it in company-specific consultations.
<b>Salary scale</b>	
Chapter 11: 6 or higher	
Chapter 12: H or higher	
Chapter 14: 4, 5, A to C	
Chapter 15: D or higher	
Chapter 17: H or higher	
2. Employers and trade unions may agree for overtime pay to be converted into time off in lieu or to be paid out. These parties may agree to decide this in company-specific consultations.	
3. Employees whose job is classified in the salary scales below receive compensation of overtime in the form of time off in lieu (one hour of overtime for one hour of time off).	
<b>For whom</b>	<b>Entitled to</b>
Employees classified in the following salary scales:	overtime pay. Overtime hours are compensated as time off (hour for hour).
<b>Salary scale</b>	
Chapter 11: 1 to 5	
Chapter 12: A to G	
Chapter 14: 1 to 3	
Chapter 15: B, C	
Chapter 17: A to G	
4. Employer and trade unions may agree for compensation of overtime to be paid out. Overtime is paid at the applicable hourly wage plus a percentage-based overtime allowance from the table below. These parties may agree to decide this in company-specific consultations.	
<b>Overtime on</b>	<b>% overtime allowance</b>
Monday to Friday	30%
Saturday	50%
Sunday	100%
5. The employer and trade unions may agree for compensation of overtime for employees whose jobs are classified in the salary scales of paragraph 3 to be set at three additional days of holiday or other leave. These parties may agree to decide this in company-specific consultations.	
6. Compensation of overtime as time off in lieu must be taken as follows:	
- overtime worked from January to November: within the same calendar year;	
- overtime worked from December: no later than in the next calendar year.	
Time off earned because of overtime that is not taken will be paid out in December or, at the employee's request, based on a local agreement, it will be paid out as a percentage of the salary via the à la carte budget.	
7. For overtime worked outside the day shift window, both overtime compensation and the working hours allowance apply.	
<b>NB:</b> article 4.8 paragraph 1	

#### 4.10 Compensation of extra hours and overtime for employees in part-time employment

##### *Compensation of extra hours in the form of time off in lieu or money*

1. Employees in part-time employment receive compensation for additional hours as time off in lieu (an hour for an hour) or in money, following prior consultation. Additional hours paid are included in the calculation of holiday pay and accrual of holiday leave and paid out with the next salary payment.



##### *Compensation of overtime*

2. Compensation of overtime worked by employees in full-time employment also applies to employees in part-time employment to the extent that they work more than their normal number of working hours.



##### *Compensation of extra hours and overtime will be without prejudice to the extended working hours allowance*

3. For additional hours and overtime worked outside the day shift window, both additional hours and overtime compensation and the working hours allowance apply.

#### 4.11 Holiday allowance

##### *Holiday allowance year*

1. The holiday allowance is calculated over the whole calendar year.

##### *Basis and amount of the holiday allowance*

2. The holiday allowance is 8% of the gross annual salary received in the year to which the holiday allowance applies. The holiday allowance is based on the salary and, if the employee is or has been ill, on paid sick leave. Article 16 paragraph 2 of the Dutch Minimum Wage and Minimum Holiday Allowance Act (*Wet minimumloon en minimumvakantietoelage*) remains in full force.

The amount of the holiday pay will be added to the à la carte budget in 12 monthly instalments.

**CHAPTER 5 Working hours, holiday leave and other leave**

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**5.1 Scope**

*Day shift window*

**1.** The customary daily working hours that apply to the employee are between 7:00 and 19:00 from Monday to Friday (the day shift window).

*Daily working hours within the day shift window*

**2.** The employer may set the daily working hours within the day shift window in company-specific consultations.

*Daily working hours with a deviating day shift window*

**3.** The employer may make agreements about variable/changing working hours or a different day shift window for certain jobs/editorial teams in consultation with the trade unions.

*Agreeing schedules in the event of flexible/variable working hours*

**4.** The employer sets the schedules with variable/changing working hours in company-specific consultations. The working hours according to these schedules that are within the margins of the day shift window will be considered customary working hours (for determining holidays or days off for example).

*Individual working hours: according to a schedule or to be planned flexibly*

**5.** The employer and employee may set the agreed working hours within the schedule in consultation or fill them flexibly per period.

*Restrictions to the number of working hours per day, per week and in weekends*

**6.** The employer and employee apply the following regulations for normal and individual number of working hours respectively:

<b>Maximum number of hours to work</b>	<b>Number of hours</b>
Day	9
Week	45
Saturday/Sunday	No work, unless necessitated by the nature of the work

## **5.2 Flexible working**

Flexible working is the combination of working (together) in physical and digital form at the office, on site, at home or elsewhere. Employees perform their work in a place that may vary in a day and from day to day, depending on the nature of the work.

### *Flexible working arrangements*

**1.** The employer may make agreements in company-specific consultations about making working hours more flexible in the context of flexible working.

### *Provisions disapplied in case of flexible working*

**2.** The following collective labour agreement articles do not apply if flexible working has been introduced in company-specific consultations:

- a. article 4.8 (Extended working hours allowance);
- b. article 4.9 (Compensation of overtime for employees in full-time employment);
- c. article 4.10 (Compensation of additional hours and overtime for employees in part-time employment);
- d. article 5.1 (Customary daily working hours).

### *Compensation of extra activities carried out on the employer's instructions*

**3.** The employer may make agreements in company-specific consultations about compensation for additional work performed for the employer.

### *Keeping records of holiday and other leave in case of flexible working*

**4.** The number of hours per day of leave (holiday, special leave, public holidays) equals the normal working hours divided by the number of working days per week, calculated over a period of four weeks, unless a different number of working hours has been agreed. In that case, the number of hours per day of leave equals the daily number of working hours.

### *Flexible working policy*

**5.** The employer makes agreements about flexible working policy in company-specific consultations.

The flexible working policy includes agreements on:

- a. conditions for working from home;
- b. compensation scheme;
- c. travel allowance;
- d. working conditions;
- e. evaluation;
- f. a home working allowance amounts to €2.35 per day as a minimum (2024) and is increased annually by the tax-exempt amount.

## **5.3 Reduction of working hours scheme for older employees (80/90/100)**

### **A 80/90/100 scheme**

#### *Reduction of working hours*

**1.** In connection with personal circumstances or the business situation, the employer and employee can voluntarily make agreements about the reduction of working hours.

#### *Reduction of working hours scheme*

**2.** An employee with an employment contract for an indefinite period who will reach the state pension age within 36 months has the right to reduce their working hours to 80% with 90% salary and 100% pension accrual (while maintaining the existing employer/employee split in contribution payment).

#### *No conjunction with other schemes*

**2 a.** The employee who uses the Reduction of Working Hours Scheme (80/90/100) is not entitled to age-related additional days off and the following schemes will cease to apply:



1. article 11.5
2. article 12.6
3. article 13:11 paragraph 2
4. article 14.4 paragraph 4
5. article 14.5
6. article 15.4 paragraph 2
7. article 16:10 paragraph 5
8. article 16:10 paragraph 6

**3.** The employer and employee can, in mutual consultation, opt for a reduction in working hours of up to 50%, with a salary at 9/8 and pension accrual at 10/8 of the new number of working hours.

**Examples:**

50% working hours, 56.25% salary, and 62.5% pension accrual.

60% working hours, 67.5% salary, and 75% pension accrual.

70% working hours, 78.75% salary, 87.5% pension accrual.

*Grounds for refusal*

**4.** The employer may refuse an employee's request for a reduction in working hours on the basis of an important business or service interest within the meaning of the Flexible Working Act (*Wet flexibel werken*) and after the Supervision and Compliance Committee / Administration Board has granted dispensation for this.

*Dismissal due to reorganisation*

**5.** An employee who is dismissed due to a reorganisation within two years after the reduction in working hours and who is entitled to a supplementary benefit under this collective labour agreement, will receive this benefit based on the salary that would apply if the employee had not participated in the Scheme.

**B**      **Generation Pact: X/Y/Z scheme**

*Generation pact: working towards the recruitment of young people upon the retirement of older employees*

**6.** The parties to the collective labour agreement strive for an equal inflow of new employees who cannot yet use the Generation Pact and outflow of current employees who can use the Generation Pact. In principle, this concerns budget-neutral inflow and outflow of employees.

*Reduction of working hours scheme in the context of the Generation Pact: XYZ scheme*

**7.** An employee who is set to reach the state pension age within 60 months and who has an employment contract for an indefinite period is:

- entitled **until 31 December 2024** and insofar as agreement is reached with the employer in a company with fewer than 25 employees (by mutual voluntary agreement) to reduce their working hours (X);

- entitled from **1 January 2025 to 31 December 2025** and insofar as agreement is reached with the employer (by mutual voluntary agreement) to reduce their working hours (X):

**X** - up to a minimum of 50% of the number of working hours

(reference date: 11 years before the state pension age);

**Z** - 100% pension accrual as standard

(while maintaining the existing employer/employee split for contribution payment);

**Y** - salary at 100% minus half the working hours reduction.

**Examples:**

50/75/100,

60/80/100,

70/85/100 or

80/90/100.

*No conjunction with other schemes*

**8.a.** The employee who uses the Generation Pact: XYZ scheme is not eligible for age-related days off and schemes specified in:

1. article 11.5
2. article 12.6

3. article 13:11 paragraph 2
4. article 14.4 paragraph 4
5. article 14.5
6. article 15.4 paragraph 2
7. article 16:10 paragraph 5
8. article 16:10 paragraph 6

**b.** When taking part in the XYZ scheme, company-specific agreements on employment terms and conditions, such as the use of a mobile phone, company-leased car, etc., will in principle be applied on a pro rata basis, unless stated otherwise.

*Request for a reduction of working hours*

**9.** The employer may refuse an employee's request for a reduction in working hours on the basis of an important business or service interest within the meaning of the Flexible Working Act (*Wet flexibel werken*). The employee may lodge an appeal against the employer's decision with the Supervision and Compliance Committee / Administration Board.

*Any choice made is permanent*

**10.** The percentage choice for X made by the employee remains applicable until they reach the state pension age or retire early.

*Individual financial advisory process for participating employees*

**11.** The employer offers the employee an individual financial advisory process so that the employee can make a good choice based on customised calculations.

*Dismissal due to reorganisation*

**12.** An employee who is dismissed due to a reorganisation within two years after the reduction in working hours and who is entitled to a supplementary benefit under this collective labour agreement, will receive this benefit based on the salary that would apply if the employee had not participated in the Scheme.

**5.4 Accrual of holiday and other leave entitlements**

Type of leave	Number of days	value	To be added to
<b>1.</b> Statutory holiday leave with full-time employment	20	N/A	leave card
<b>2.</b> Holiday leave over and above the statutory minimum with full-time employment	4	1.6% of gross annual salary	À la carte budget
<b>3.</b> Exceptional situations (moving house, doctor's appointment, etc.)	1 per calendar year	0.4% of gross annual salary	À la carte budget
<b>4.</b> Extra for employees in higher salary scales to compensate for overtime <b>NB:</b> article 4.9 paragraph 1	3 per calendar year	1.2% of gross annual salary	May be added to the à la carte budget in full or in part through company-specific consultations
<b>5.</b> Special leave in the event of the death of - spouse - partner - parent(-in-law) - (adopted/step) child	From the day of their death to the day of the funeral	Wage paid for hours not worked	N/A
<b>6.</b> Special leave in the event of the death of - grandparent - brother/sister - brother/sister-in-law - son/daughter-in-law	The day of their death and the day of the funeral	Wage paid for hours not worked	N/A

<b>7. Special leave for</b> - employee's wedding (registered partnership equals marriage)	2	Wage paid for hours not worked	N/A
<b>8. Public holiday on</b> - New Year's Day - Easter Sunday and Easter Monday - Whit Sunday and Whit Monday - Ascension Day - Christmas Day and Boxing Day - King's Day - Liberation Day (5 May)	Public holidays that fall on working days are paid days off for the employee.	Continued wage payment. As a rule, no work shall be done on public holidays. If these public holidays fall on working days when the employee in question is scheduled to work, the employee will receive their salary for these days as usual.	In company-specific or individual consultations, a maximum of 2 public holidays can be exchanged for other days off, provided that the employee can work on the exchanged public holiday and the total number of paid days off per year does not increase or decrease as a result of this.
<b>9. Post-birth leave</b>	Number of weekly working hours	Pension accrual for the partner is continued during post-birth leave on the basis of the regular salary and the usual ratio of contribution payments by the employer/employee.	
<b>10. Additional post-birth leave</b>	5 times the number of weekly working hours	Pension accrual for the partner is continued during post-birth leave on the basis of the regular salary and the usual ratio of contribution payments by the employer/employee.	

*Buying additional leave using the à la carte budget and reselling leave entitlement*

**11.** The employee can purchase additional hours of leave using funds from their à la carte budget per calendar year up to three times the weekly number of agreed working hours, or what has been agreed in company-specific consultations within their own company.

The additional hours of leave must be taken in the calendar year in which they are bought. Hours of leave bought using funds from the à la carte budget that could not be taken in the same year will be resold at the end of the year, following which the balance is deposited in the à la carte budget. Hours of leave are resold at the same value as the rate at which they were bought using funds from the à la carte budget.

**5.5 Short-term care leave**

The employee who takes short-term care leave (maximum 10 days per year) will receive 100% of the uncapped daily wage.

**NOTE:** Uniform wage (wage subject to tax and social security contributions) per year : 261 days = daily wage.

**5.6 Taking holiday and other leave**

*Applying for holiday leave*

**1.** The employer will grant an employee's holiday leave request, unless it is detrimental to the company's interests.

*Taking holiday leave as hours*

**2.** Holiday leave is taken as hours. The number of hours of holiday leave to be taken is determined in individual consultation on the basis of the individual schedule applicable to the employee.

*Leave for special situations: deduct or make up*

**3.** By mutual agreement, leave for special situations will be:  
a. debited from hours of leave entitlement; or

- b. expressed as a monetary value that will be debited from the à la carte budget; or
- c. hours not worked will be made up within four weeks.

**NB:** article 5.4. paragraph 3

*Setting further rules for taking holidays at company level*

**4.** The employer can make additional agreements about taking holiday leave in company-specific consultations.

*Two collective days of holiday leave per calendar year*

**5.** Before the start of a calendar year, the employer may designate, in company-specific consultations, two statutory days of holiday leave per calendar year as obligatory days of leave that will be deducted from the employee's holiday leave entitlement.

## **5.7 Reduction of working hours for the provision of informal care**

If the employer and employee have reached agreement on a reduction in working hours with the aim of enabling the employee to provide informal care, the following right applies for a maximum of 26 weeks:

- work at 80%, receive 85% salary and continue pension accrual for 100% for an employee who is no more than 10 years removed from the first day of the month in which they start to receive their old-age pension.
- work at 80%, receive 85% salary and continue pension accrual for 85% of the wages of an employee who is more than 10 years removed from the first day of the month in which they start to receive their old-age pension.

Informal care is when the employee looks after a partner, child, family member or friend for more than 8 hours a week and/or for more than 3 months. The right to a reduction in working hours for the provision of informal care can only be invoked once during the term of the collective labour agreement.

**ARTICLE 6 The à la carte budget**

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**6.3 Using the à la carte budget**  
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**6.5 Consequences for national insurance and pension**

**6.1 The à la carte budget**

*À la carte budget*

**1.** The employee has an à la carte budget.

The à la carte budget is an annual gross amount that the employee accrues monthly in 12 equal instalments during a calendar year.

**NB:** article 1.4

*Value of the à la carte budget*

**2.** After full accrual, the à la carte has a minimum value of 12% of the employee’s annual salary.

**NB:** article 1.4

*Making use of the amount saved during the calendar year*

**3.** The employee can opt to have the value of the à la carte menu paid out or to spend it on certain expenses.

**NB:** article 6.3

*Payment at the end of the year*

**4.** The remaining balance of the à la carte budget will be paid out to the employee at the end of the calendar year.

**NB:** article 6.5

**6.2 À la carte budget accrual**

**1.**

<b>Standard components</b>	<b>Collective labour agreement article</b>	<b>Value</b>
Holiday allowance	4.11 paragraph 2	8% of gross annual salary
Four days of holiday leave over and above the statutory minimum	5.4 paragraph 2	1.6% of gross annual salary
Leave for special situation based on general use or under the law	5.4 paragraph 3	0.4% of gross annual salary
Employer’s contribution	N/A	2% of gross annual salary
<b>If decided in company-specific consultations</b>		
Three extra days of holiday leave/compensation days for overtime	5.4 paragraph 4	1.2% of gross annual salary into à la carte budget in full or in part

*Other à la carte budget accrual*

**2.** Employers and trade unions may agree on a different à la carte budget accrual method. These parties may agree to decide this in company-specific consultations.

*Topping up the à la carte budget with other components*

3. The employer and participants to company-specific consultations may decide to top up the à la carte budget with a one-off component or annually recurring components.

**6.3 Using the à la carte budget**

1.

<b>Pay and benefits</b>	<b>Result</b>
Payment in the months of your choice	The à la carte budget is saved up to have it paid out in one or more months in the calendar year, as selected by the employee
Buying extra hours of leave	The right to buy a maximum of three weeks of additional leave, based on the individual number of working hours. <b>NB:</b> article 5.4 paragraph 11
Additional payment into pension pot	An additional payment into the pension pot results in an additional pension entitlement to the extent that the employee's pension scheme offers sufficient scope for this.
Training and education costs	Training/education may be paid for from the à la carte budget
À la carte budget funds used to pay from (group) insurance and products offered by parties to the collective labour agreement	
Payment of trade union membership fee	The employer and the participants to company-specific consultations may make agreements for the benefit of employees who are members of the trade union about the payment of trade union membership fees using the à la carte budget.

*Offering extra options at company level*

2. The employer and the participants to company-specific consultations may determine whether or not to add to the benefits in paragraph 1.

**6.4 Additional financing of options from the salary**

The employee may purchase additional benefits as referred to in article 6.3 paragraph 1, from their salary if there are insufficient funds in the à la carte budget.

**6.5 Consequences for national insurance and pension**

*Consequences of distribution of the à la carte budget for national insurance and allowances*

1. The employer withholds wage tax and social security contributions from the part of the à la carte budget that is paid to the employee.

The à la carte budget is income that can affect employee insurance benefits, allowances under the Income Tax Act and/or subsidy schemes.

*As a rule, with the exception of holiday allowance, the components of the à la carte budget are not pensionable schemes*

2. The holiday allowance is part of the pensionable salary. Other parts of the à la carte budget do not contribute to pension accrual unless other agreements have been made in the pension scheme or in company-specific consultations.

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## CHAPTER 7      **Employability, education and training**

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### **7.1      Sustainable employability of the employee**

#### *General provision*

Employees are faced with organisational changes, change jobs more often and work longer. In addition, employees need more autonomy and control over the content of their work. Because of these developments, both companies and employees must be able to do their work in a vital, competent, committed and enjoyable way.

This requires an increase in the knowledge, skills, competencies and flexibility of employees and a corresponding investment by employees and employers in terms of time and money, in permanent training and development.

The employer and the participants to company-specific consultations will develop, shape, evaluate and maintain company policy for sustainable employability.

Both employers and employees are expected to make an active contribution to sustainable employability.

#### *Shared responsibility*

1. The employer and employee are jointly responsible for maintaining the employee's employability.

#### *Annual point of discussion*

2. The employer and employee will discuss the employee's employability annually.

#### *Career scan, coaching*

3. The employer maintains the employee's employability by, for example, offering a career scan and/or coaching sessions.

#### *Entitlement to periodic use of an optional facility*

4. At least once every four years, the employee may choose to make these facilities, unless otherwise agreed in company-specific consultation.

#### *Education budget*

5. The employer makes 1% of the wage (uncapped wage subject to tax and social security contributions) available annually for a training budget to increase employees' employability on an individual basis.

### **7.2      Training and personal development**

#### *Education policy*

1. The employer formulates the training policy with the aim of retaining employees' current and future competencies. Individual training plans and activities are recorded in writing.

#### *Study programmes, training courses*

2.

<b>Initiative by</b>	<b>Reason</b>	<b>Costs borne by</b>	<b>Compensation of</b>
Employer	Good job performance or imminent unemployment	Employer	Training during working hours or, if not possible, compensation as time off in lieu.
Employee	Job market-relevant training	Employer	Maximum of €2,000 with repayment scheme for the employer's contribution in case of termination of the employment contract within one year after completion of the training.

*Personal development*

**3.** The employee's personal development is geared towards:

- a.** keeping up and improving knowledge and skills for the current job;
- b.** developing to another job in the context of a career move or broader employability at the company or in the job market;
- c.** job-related or career-related training at an early stage to prepare for the discontinuation or drastic change of the job.



**CHAPTER 8 Income provision****TABLE OF CONTENTS**

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**8.1 Occupational disability of up to 104 weeks***Continued wage payment during illness*

<b>Situation</b>	<b>Payment / Top-up</b>
The employee who, on the basis of article 7:629 of the Dutch Civil Code, is entitled to continued payment of their salary during illness, receives:	
<b>1:</b> the first 52 weeks	100% of the most recent salary prior to the illness;
<b>2:</b> following the first 52 weeks	70% of the most recent salary prior to the illness.
<b>3:</b> In the event of partial occupational disability, the employee receives compensation for the hours actually worked or hours worked on a therapeutic basis after the 52 <sup>nd</sup> week	100% of the most recent salary prior to the illness. For the remaining hours, 70% of the last salary earned before the start of the illness.
<b>4:</b> The employee receives benefits under the Work and Income (Capacity for Work) Act regarding income insurance for the totally and permanently disabled if it has been determined that there is no prospect of returning to the job market,	100% of the most recent salary before the start of the illness, over the period after the 52 <sup>nd</sup> until the 104 <sup>th</sup> week. If necessary, the top-up will be paid with retrospective effect.
<b>5:</b> If it has been objectively established during the first two years of illness that returning to their own employer is no longer possible and they succeed in finding a new employer during the first two years, the employee will receive a payment from the former employer until the end of this 2 <sup>nd</sup> year of illness,	a salary top-up for the salary at the new employer if this salary is lower than the last-earned salary before the start of the illness. The amount of the top-up will be equal to the difference between the former salary before the employee fell ill and the new salary, but it shall never be more than 70% of the salary the employee last earned before falling ill. The employer can pay this top-up as a lump sum payment at the end of the employment or it can decide to pay monthly top-ups.
<b>6:</b> The employee who, on the basis of points 1 to 5, is paid a lower amount than the amount to which the employee is entitled under article 7:629 of the Dutch Civil Code,	will continue to receive their wage under article 7:629 of the Dutch Civil Code.
<b>7:</b> The employee who is still occupationally disabled after 104 weeks,	is no longer entitled to continued payment of their wage.
<b>8:</b> The employee who is still occupationally disabled after 104 weeks,	must reckon with the possibility that the employment contract may be terminated by the employer under current laws and regulations.
<b>9:</b> The employee who is still occupationally disabled after 104 weeks,	has the option to terminate the employment contract under current laws and regulations.

**8.2 Disability Pension Scheme for the Publishing Industry**

### *Disability Pension Scheme for the Publishing Industry*

**1.** The Disability Pension Scheme for the Publishing Industry applies to all employees and is detailed in the Rules of Procedure of the Publishing Industry Disability Pension Foundation, which also operates the scheme.

**NOTE:** Annex 4

#### *Top-up in the event of partial occupational disability (35-80%)*

**2.a.** An employee who is partially occupationally disabled (35-80%) and receives benefits under the Return to Work for Partially Disabled Workers Act is, until they reach the state pension age, entitled to a top-up to a **maximum of 70%** of their last-earned maximum annual salary before becoming occupationally disabled.

**b.** An employee who is partially occupationally disabled (35-80%) and receives benefits under the Return to Work for Partially Disabled Workers Act is, until they reach the state pension age, entitled to a benefit top-up to a **maximum of 75%** of their last-earned maximum annual salary before becoming occupationally disabled if they perform at least 50% of the work they are still able to perform (remaining earning capacity).

**NOTE:** The employee who became (partially) occupationally disabled before 1 January 2022 will, if they are awarded benefits under Return to Work for Partially Disabled Workers Act, be entitled to benefits until they reach the state pension age, up to age 68.

**NOTE:** Return to work for partially disabled workers

#### *Entitlement to top-up; indexation*

**3.** The employee who receives a top-up as described in paragraph 2 is entitled to annual indexation\* of this top-up by up to 3%.

The employee is not entitled to the top-up(s) if they are not entitled to benefits under the Return to Work for Partially Disabled Workers.

\* General indexation of benefits under the Work and Income (Capacity for Work) Act

**NOTE:** Return to work for partially disabled workers

#### *Annual contribution*

**4.** The employee pays an annual contribution (premium) via the employer's payroll. The contribution is determined annually by the parties to the collective labour agreement, after advice from the board of the Publishing Industry Disability Provision Foundation, which for the years 2022 to 2024 amounts to 0.352% of the gross (monthly) wage based on the uniform wage concept and capped at the wage limit under the Work and Income (Capacity for Work) Act.

**NOTE:** See Annex 4 for the definition

**NOTE:** Work and Income based on Capacity for Work Act

#### *Dispensation*

**5.a.** If requested, the Supervision and Compliance Committee/Administration Board may grant dispensation for deviations and/or exemptions from application of the Scheme.

**b.** The Committee assesses:

1. if there are any special circumstances of such an extent that the employer and/or the employee(s) cannot be expected to apply the Scheme.

If this is deemed to be the case, the Committee assesses:

1. whether the employer has made a provision that is at least equivalent in terms of cover and premium to the Disability Pension Scheme for the Publishing Industry;
2. whether the Committee needs advice from the board of the Publishing Industry Disability Provision Foundation for its decision-making process.

**c.** Any dispensation granted will end on the contract expiry date of the existing top-up insurance for benefits under the Return to Work for Partially Disabled Workers Act. Extension of the dispensation must be requested no later than three months before the contract expiry date (commencement/extension date), unless this Scheme is invoked.

d. The dispensation procedure for the Committee is described in article 18.2 paragraph 2(d) et seq. of the collective labour agreement.

### 8.3 Death benefit

#### *Death benefit*

1. If the employee dies while in employment, the employer will pay the employee's direct descendants a death benefit consisting of the salary for the remaining part of the month in which the employee died, plus two monthly salaries.

In addition to the death benefit, the holiday allowance, remaining holiday leave entitlement and the positive balance of the à la carte budget must also be paid out.

#### *Direct descendants*

2. Direct descendants are:

- a. surviving spouse;
- b. registered partner;
- c. person with whom the employee shared a household on a permanent basis until their death.

In the absence of these persons or if the employee was permanently separated from this person, direct descendants are:

- a. under-age legal children;
- b. under-age children with whom the employee has a family law relationship.

### 8.4 Pension

Employers are required to provide for a pension scheme for their employees that shall at least comply with the provisions set out below.

#### *DB or CDC*

1. The pension scheme is an average pay scheme designated as either a DB (Defined Benefit) or CDC (Collective Defined Contribution) scheme.

#### *Four pillars*

2. The average pay pension scheme rests on four pillars:

#### *Defined contribution*

a. A defined contribution of 21.5% (including participant's contribution) of the total of pensionable salaries of the participants in its company. The employer is obliged to spend at least 21.5% on a pension scheme.

#### *State pension offset*

b. The state pension offset of a maximum of €16,982 on the reference date of 1 January 2024; this state pension offset is indexed every year in accordance with the indexation determined by the PGB pension fund for the Graphic Media industries.

The statutory excess as of 1 January 2024 is: €17,545

#### **NOTE:** PLEASE NOTE

- The lower excess (€16,982) may only be used if the accrual percentage for the pension scheme does not exceed 1.788%.
- The statutory excess (€17,545) must be used if the accrual percentage for the pension scheme is higher than 1.788%

#### *Pensionable salary*

c. A pensionable salary that is based on the salary structures as included in the relevant job category-specific provisions of the Collective Labour Agreement for the Publishing Industry, capped at €85,711 on the reference date of 1 January 2024. The maximum amount is index-linked in accordance with the systematic increases in pay pursuant to the Collective Labour Agreement for the Publishing Industry. The amount that qualifies as pensionable salary in accordance with the Collective Labour Agreement for the Publishing Industry is based on the relevant job category-specific provisions.

*Division of contributions*

**d.** The division of contributions is defined as the contribution where 1/3 of the costs is borne by the employees and 2/3 is borne by the employer.

*Standard retirement age*

**e.** The standard retirement age is 68.

*Opportunity to deviate from the obligatory defined contribution*

**3.** If an agreed pension scheme can be purchased within the company with an accrual percentage of 1.75%, a state pension offset amount in conformity with paragraph 2 sub b of this article and a dependant's pension of 70% on a 100 per cent savings basis for a lower defined contribution than 21.5%, the company is not bound to a defined contribution of 21.5%. Companies have a duty to inform parties to the collective labour agreement if this exception applies in their company.

**BESPOKE PENSION SCHEME**

*Bespoke solutions within the company are possible provided that the overall scheme is equal to the collective labour agreement frameworks sketched under 1. and 2.*

**4.** The employer and the employee representatives may adjust their scheme within the constraints of the defined contribution and within the frameworks referred to in paragraphs 1 and 2, by means of an assent procedure in accordance with the Dutch Works Councils Act in order to enable bespoke solutions within the company, provided that the overall scheme is equivalent to the scheme described in paragraphs 1 and 2. An additional condition that applies to companies with the job category of Newspaper Journalists is that their maximum pensionable salary must not be less than € 85,711 on the reference date of 1 January 2024. The option of where to purchase the pension scheme or have it administered is also a matter that is determined by the employer and the employee representatives within the company in accordance with the rules in the Dutch Works Councils Act and the Dutch Pensions Act.

*Actuarial test of the bespoke scheme*

**5**

**a.** The Supervision and Compliance Committee/Administration Board shall assess whether it is convinced that the relevant bespoke scheme is sufficiently supported within the company and it shall verify that the internal procedures were followed correctly when forming the bespoke scheme in the company.

**b.** Any bespoke pension schemes agreed within the company are subject to actuarial testing to verify that the overall agreed pension scheme is at least equivalent to the pension scheme described in paragraphs 1 and 2. The Supervision and Compliance Committee/Administration Board appoints the actuary to carry out this test for the parties, with the costs being borne by the requesting company. The Supervision and Compliance Committee/Administration Board will receive a copy of the actuary's report to the employer.

The Supervision and Compliance Committee / Administration Board may decide unanimously not to have the pension scheme agreed within the company assessed by the actuary.

**c.** The dispensation procedure for the Supervision and Compliance Committee / Administration Board is described in article 18.2(d) et seq. of the collective labour agreement

**PENSION SCHEME DEROGATING FROM THE COLLECTIVE LABOUR AGREEMENT**

*Deviating agreements at company level / Consultation with employee participation body and trade unions*

**6.** If an employer wishes to agree a pension scheme with the employee representation body that differs from the provisions of paragraphs 1 to 5 this article, the company will submit an application for consent both to the employee representation body and to the trade unions involved in this collective labour agreement. The employer will initiate consultations about the intended non-standard pension scheme with the employee representatives and the trade unions involved at the same time. The decision about the new pension scheme is made together with the employee representatives within the company.

*Dispensation from compulsory application of the collective labour agreement granted by the Supervision and Compliance Committee*

**7**

**a.** The Supervision and Compliance Committee / Administration Board must have granted the employer dispensation from mandatory application of the provisions of paragraphs 1 to 5 of this article before the new, non-standard scheme as referred to in paragraph 6 can be implemented.

*Assessment of the level of support and the formation of the pension scheme*

**b.** The Supervision and Compliance Committee/Administration Board shall assess whether it is convinced that the relevant pension scheme, whose contents deviate from the collective labour agreement, is sufficiently supported within the company and it shall verify that both the procedure set out in article 8.4 paragraph 6 and the internal procedures were followed correctly when forming the pension scheme in the company.

*Assessment of the equivalence of the pension scheme*

**c.** The Supervision and Compliance Committee/Administration Board will assess the equivalence of the agreed pension scheme on the basis of the provisions of paragraphs 1 to 5 of this article.

*Involvement of an expert*

**d.** In its assessment, the Supervision and Compliance Committee / Administration Board is assisted by an expert (e.g. an actuary), with the costs being borne by the requesting company. The Supervision and Compliance Committee / Administration Board may decide unanimously not to have the pension scheme agreed within the company assessed by an expert.

*The dispensation procedure*

**e.** The dispensation procedure for the Supervision and Compliance Committee / Administration Board is described in article 18.2 paragraph 2(d) et seq. of the collective labour agreement

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## CHAPTER 9 Reorganisation

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  - 9.3 Deviating from the 'age bracket' principle
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#### 9.1 Scope: Reorganisation

##### *Reorganisation*

1. A reorganisation is any change to the organisational structure and/or production structure of the company where it can be expected that employees' work situation or legal position within the company will change greatly or jobs will be lost. Examples include:

- merger or sale (transfer of ownership);
- discontinuation/liquidation of an independent publication/magazine;
- joint venture with another publisher/company;
- company relocation to another place of business.

2. In the event of reorganisations, specific (additional) agreements have been made in the following collective labour agreement articles:

- Article 10.9
- Article 13.13
- Article 14.7
- Article 16.13

3. Pursuant to Article 25 of the Works Councils Act (*Wet op de ondernemingsraden*, WOR), the employer simultaneously informs the works council (company-specific consultations) and the trade union(s) of a proposed decision to reorganise. If the proposed decision concerns journalists, the employer will inform the Nederlandse Vereniging van Journalisten (NVJ) (Dutch journalists' association).

#### 9.2 Redundancy scheme

##### *Redundancy scheme*

1. A redundancy scheme is a scheme that is intended to alleviate the possible economic, social and/or legal consequences of the change or loss of jobs as a result of a reorganisation/structural change. If the employer opts for a redundancy scheme, they will consult with the trade unions.

##### *Deviating from the law in the event of a redundancy scheme that has the status of a collective labour agreement*

2. Registering a redundancy scheme as a collective labour agreement enables agreements that deviate from the law. Examples of such agreements include:

- a. 'age bracket' principle (up to 10% of employees, whereby article 9.3 does not apply);
- b. amount of the (transitional) allowance;
- c. training;
- d. outplacement;
- e. notice periods;
- f. benefit top-up payments.

##### *Job-to-Job Guarantee Fund*

- 3.** The employee can turn to the Job-to-Job Guarantee Fund for financial assistance if:
- a. the (former) employer has made agreements about help guiding employees from job to job, and;
  - b. the employer can no longer finance the job-to-job guidance due to bankruptcy, and;
  - c. the employee meets the (pre)conditions established by Stichting Bedrijfstakbureau voor het Uitgeverijbedrijf (BU) (Publishing industry association), and;
  - d. the employee is/was employed by the employer who, until the bankruptcy, was a member of the employers' association for the publishing industry (Werkgeversvereniging Uitgeverijbedrijf (WU)).

### **9.3 Deviating from the 'age bracket' principle**

#### *Deviation*

- 1.** The employer can agree with trade unions that the 'age bracket' principle can be deviated from for 10% of the employees on the conditions stated in the ministerial dismissal scheme.

#### *Redundancy committee*

- 2.** Pursuant to article 7:669 paragraph 6 of the Dutch Civil Code, the 'age bracket' principle can be deviated from, on the condition that an independent redundancy committee is established at company level, duly considering the provisions of article 7: 671a paragraph 2 of the Dutch Civil Code. This committee shall assess the intended redundancies instead of the UWV Employee Insurance Agency assessing them.

### III. JOB CATEGORY-SPECIFIC PROVISIONS

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#### CHAPTER 10 General journalism

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#### **10.1 Scope: journalist jobs**

This chapter applies to employees whose main occupation is journalistic work.

#### **10.2 Editorial charter**

##### *Editorial charter*

1. The publisher is obliged to establish an editorial charter for each published title or group of titles with an independent editorial team, after agreement has been reached with the chief editors and editorial representatives. A title is a (digital) publication in any form, such as a daily newspaper, opinion magazine, public magazine, or trade magazine. An editorial chart regulates the position of the chief editors and editorial team. The minimum conditions are stated in annex 6 to the collective labour agreement. Any amendments to the editorial charter must be agreed with the chief editors and editorial representatives. In the absence of an editorial charter, the minimum regulation Model Editorial Charter from annex 6 to the collective labour agreement will apply.

The publisher, chief editors and editorial representatives may agree on broader powers than those included in the editorial charter model and retain previously agreed broader powers unless other agreements are made.

##### *Part of the employment contract*

2. The editorial charter is part of the individual employment contract of the employee (journalist).

#### **10.3 Distribution of work and authority relationship**

In addition to the content of the editorial charter, the following applies.

##### *Regular consultations*

1. The publisher and chief editors regularly consult on:
  - a. editorial matters;
  - b. title and/or brand of the publication or related matters.

##### *Journalistic tasks, other tasks*



2. The employee (journalist) can only be given journalistic tasks, unless another task for the title(s) for which they work has been agreed in writing.

*Other journalistic tasks*

3. The employee (journalist) will be under the obligation to carry out journalistic work in other fields than that specified in their employment contract, as and when instructed by the chief editors.

**10.4 Participation in other mass media; work for third parties**

*Secondary activities*

The employee (journalist) requests permission from the management, publisher and chief editors if they intend to take on secondary activities. Consent may only be refused if this can be justified based on an objective reason.

**NOTE:** Dutch legislation implementing EU directive on transparent and predictable working conditions

**10.5 Non-compete clause**

The employer may not impose restrictions on the employee (journalist) in the exercise of their profession as a journalist after termination of employment.

**10.6 Editorial committee**

*Size of the editorial committee*

1. The editorial committee is established by the chief editors at the request of at least six journalists from the editorial team and is elected by and from the relevant editorial team(s).

Number of journalists employed by the employer	Number of editorial committee members, also member of the Dutch journalists' association (NVJ)
Under 50	Maximum 3
50 to 99	Maximum 5
100 to 149	Maximum 7
150 or more	Maximum 9

*Editorial committee duties*

2. The editorial committee has the following duties:
- a. oversight of collective labour agreement compliance;
  - b. oversight of journalists' working conditions.

The editorial committee discusses these duties with the chief editors at least twice a year, or if one of the parties so requests.

*Relationship with the Dutch Works Councils Act*

3. The obligations under the Works Councils Act, instead of the provisions in this article, apply when the regulations regarding working conditions of journalists also apply to other employees (journalists and/or non-journalists).

*Possibly transferring powers to the editorial board*

4. In the absence of an editorial committee, the plenary editorial meeting can decide, together with the management or chief editors, to grant the powers of the editorial committee to the editorial board. If there is an editorial committee, a transfer of powers can only take place at the initiative of the editorial committee itself.

*Meetings*

5. The employee (journalist) who is a member of the editorial committee will continue to receive full pay when attending committee meetings during working hours.

## 10.7 Leave/training

*Paid leave for an education programme related to the work on the editorial board and/or the editorial committee*

An employee (journalist) who is on the editorial board and/or editorial committee is entitled to paid leave for attending training related to their work on the editorial board and/or the editorial committee. The costs of the study programme shall be compensated by the employer.

## 10.8 Other use

*Permission*

The management/chief editors will ask for permission for the employee (journalist) when they intend to publish the employee's work in another publication. Such permission will only be refused for reasons of principle, relating to the journalistic character, the nature or the affiliation of the other publications.

## 10.9 Reorganisation

*Reorganisation*

1. A reorganisation is any change to the organisational structure and/or production structure of the company where it can be expected that employees' work situation or legal position within the company will change greatly or jobs will be lost. Examples include:

- a. merger or sale (transfer of ownership);
- b. discontinuation/liquidation of an independent publication/magazine;
- c. joint venture with another publisher/company;
- d. company relocation to another place of business.

The employer will simultaneously inform the works council (company-specific consultative body) and the trade union(s) at the earliest possible stage of a proposed decision to reorganise on the basis of Article 25 of the Works Councils Act (WOR). If the proposed decision concerns journalists, the employer will inform the Nederlandse Vereniging van Journalisten (NVJ) (Dutch journalists' association).

The NVJ will be given ample opportunity to carefully assess the proposed reorganisation so that the employer can determine the modalities based on the NVJ's advice. The publisher involves and consults the NVJ in the development of plans and measures relating to the ideal and substantive position of journalists.

The NVJ is obliged to maintain strict confidentiality until the publisher makes the reorganisation public.

*Communication to the employers' association, NVJ and editorial committee*

2. Agreement reached following the consultation on the reorganisation will be communicated to the boards of the employers' organisation and the NVJ. The editorial committee or editorial representative will be consulted about the details and implementation of the agreements insofar as it has an immediate or long-term impact on or relates to the editorial team.

*Changes to the composition of the editorial team*

3. After a decision to change the structure, the composition of the editorial team can only be changed after consultation with the chief editors and the NVJ. The change in structure will be taken into account when filling any vacancies that arise.

*Conscientious objections*

4. After a change in structure, the journalist can submit a written, substantiated request via the management to the publisher/acquiring company to be released from new assigned work if this cannot reasonably be expected of them for reasons of principle related to their philosophical or political principles.

After submitting the request, the journalist will only be released from the relevant duties to which they objected. If the employer opts for dismissal, the provisions of paragraph 6 must be observed.

If the publisher/acquiring company rejects the objection and the journalist maintains the objection, the Administration Board will decide on the merits of the objection at the request of one or both parties. Until this

decision has been made, the journalist concerned will only be assigned those journalistic duties that they, in view of the fundamental objections raised, can reasonably be expected to perform.

*Promoting compliance with the collective labour agreement in the event of a transfer of company*

**5.** The publisher is obliged, in the agreement to transfer the company or publication, to the extent legally possible, to ensure that the acquiring company applies the collective labour agreement for the Publishing Industry unchanged for journalists who continue to work for the company or publication.

*Dismissal due to a reorganisation*

**6.** In the event of termination of the journalist's employment due to a reorganisation, the publisher (selling or acquiring company) must observe a notice period of at least two months, without prejudice to the provisions of this collective labour agreement.

**CHAPTER 11 Book and Magazine Publishing job category**

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- 11.5 Additional time off for the Book and Magazine Publishing job category**

**11.1 Scope**

The articles in this chapter apply to employees whose job falls into the job category of Book and Magazine Publishing. These articles apply in addition to or, if stated, in derogation of the provisions of the basic provisions.

**11.2 Job classification system for the Book and Magazine Publishing job category**

*BMP job classification instrument*

The job classification system is a recognised job classification instrument in the form of a job level matrix (Bakkenist method). The matrix describes job level groups 1 to 9 with associated reference jobs.

**Classification of reference jobs for the job category of Book and Magazine Publishing**

Job level group	Publishing core	Marketing & Sales	Production	Corporate Activities & Support
9	- Publisher	- Head of Marketing & Sales		- Head of Finance & Administration
8			- Head of Production	
7	- Acquiring Book Editor - Book Editor	- Account Manager - Account Manager for the Educational market - Database Marketeer		- Head of the Accounts Department - HR officer
6	- Web editor - Desk Editor for Books	- Advertising Account Manager - Legal and licensing officer - Marketer - Publicity & Promotion Administrator - Events Assistant - Web Master - Database Administrator	- Coordinator of Printing on Demand - Production supervisor - Designer	- Office Manager - System & Application Manager
5	- Publishing Assistant	- Internal Sales Administrator		- Executive Secretary - Personnel and Salary Administrator - Head of Financial Administration
4	- Editorial Assistant	- Customer Service Assistant		- Secretary
3				
2				- Switchboard Operator/Receptionist
1				- Post room/Warehouse/Facilities assistant

### 11.3 Salary structure for the Book and Magazine Publishing job category

#### *BMP salary scales*

**1.a.** The salary structure consists of salary scales 1 to 9.

The amounts stated are monthly salaries in euros and based on a normal number of working hours of an average of 36 hours per week.

Salary scales 1 to 9 correspond to job level groups 1 to 9.

NB: article 11.2

**b.** The salaries and salary scales are adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

**c.** The minimum amount in scale 1 equals the statutory minimum wage (SMW). Indexation is based on the statutory minimum wage and not based on this collective labour agreement.

#### *Normal number of working hours*

**2.** The normal number of working hours is 36 hours per week.

NB: article 1.4

#### Monthly salaries with effect from 1 January 2024 (amounts in €)

Scale	Minimum	Maximum	Standard increment
1	SMW*	2,086.04**	23.17
2	2,086.04**	2,327.74	42.74
3	2,196.97	2,508.34	44.47
4	2,267.56	2,698.30	43.07
5	2,423.66	3,122.41	53.75
6	2,642.83	3,578.24	71.96
7	3,078.08	4,203.31	86.57
8	3,397.78	4,680.39	91.61
9	3,753.74	5,188.05	102.45

\* The statutory minimum wage (SMW) applies only to the minimum amount in Scale I.

\*\* €2,041.10 (scale 1 - max) and €2,006.53 (scale 2 - min) have been corrected based on the statutory minimum wage of €2,086.04 per month (€13.27 per hour)

\*\* Correct both hourly wages based on statutory minimum wage €2,150.50 per month (€13.68 per hour) as of 01/07/2024

\*\* The statutory minimum wage is calculated as follows. €13.27 \* 7.2 hours \* 262 workable days / 12 months (up to 01/07/2024)

\*\* The statutory minimum wage is calculated as follows. €13.68 \* 7.2 hours \* 262 workable days / 12 months (from 01/07/2024)

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee's total number of working hours in that calendar year.

#### Monthly salaries with effect from 1 January 2025 (amounts in €)

Scale	Minimum	Maximum	Standard increment
1	SMW*	2,150.50**	23.52
2	2,150.50**	2,443.86	43.38
3	2,311.13	2,627.17	45.14
4	2,382.78	2,819.98	43.72
5	2,541.21	3,250.45	54.55
6	2,763.67	3,713.12	73.04
7	3,205.45	4,347.56	87.87
8	3,529.95	4,831.79	92.98

**9**                                 **3,891.25**                                 **5,347.08**                                 **103.99**

\* The statutory minimum wage (SMW) applies only to the minimum amount in Scale I.

\*\* €2,152.91 (scale 1 - max) and €2,117.83 (scale 2 - min) has been corrected based on the statutory minimum wage of €2,150.50 per month (€13.68 per hour) as of 01/07/2024

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee’s total number of working hours in that calendar year.

**11.4 Salary when job requirements are not yet met**

Employees who meet the job requirements receive at least the starting salary of the salary scale linked to the job level group. The following applies in addition.

**NB:** article 4.3

*Salary when the employee does not yet meet the job requirements*

**1.** An employee who does not yet meet the job requirements will receive at least the minimum salary in the next lower salary scale (next lower job level group)

*Standard increase when the employee does not yet meet the job requirements*

**2.** An employee who does not yet meet the job requirements and who is classified in the next lower salary scale (next lower job level group) will receive a standard increase annually in the event of normal development towards the requested job requirements until the starting salary of their salary scale (job level group) has been reached.

**11.5 Additional time off for the Book and Magazine Publishing job category**

<b>Situation</b>	<b>Number of additional days of paid leave</b>
Compensation of overtime in relation to classification in salary scale 6 or higher  <b>NB:</b> article 4.9 paragraph 1 and 3 and article 5.4 paragraph 4	3 additional days of paid holiday leave per calendar year
From age 50  <b>NOTE:</b> In addition to article 5.4	1 additional day of paid holiday leave over and above the statutory minimum per calendar year
From age 55  <b>NOTE:</b> In addition to article 5.4	2 additional days of paid holiday leave over and above the statutory minimum per calendar year
From age 60  <b>NOTE:</b> In addition to article 5.4	3 additional days of paid holiday leave over and above the statutory minimum per calendar year

No monetary value is added to the à la carte budget for these additional holidays over and above the statutory minimum. These additional days' holiday shall continue to be effective as entitlement to time off.

**CHAPTER 12 Newspaper Publishing job category**

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**12.1 Scope**

The articles in this chapter apply to employees whose job falls into the job category of Newspaper Publishing. These articles apply in addition to or, if stated, in derogation of the provisions of the basic provisions.

**12.2 Job classification system for the Newspaper Publishing job category**

*DU job classification instrument*

The job classification system is a recognised job classification instrument in the form of a job level matrix (Bakkenist method). The matrix describes job level groups A to K with associated reference jobs. The reference jobs are presented in the ‘Primary Process’ and ‘Generic Process’ tables below.

**Classification of reference jobs for the job category of Newspaper Publishing**

		Primary Process			
		Distribution	Media Productions (incl. ICT)	Operations	Sales
Job level groups	A				
	B				
	C				
	D				
	E	Distribution Administrator			Customer Contact Administrator
	F	Transport Planner			Telesales Assistant
	G			Designer B	Traffic Assistant Inside Sales Assistant
	H		Web/Devices Administrator		Account Manager C
	I		Web/Devices Developer B Multimedia Designer B	Designer A	Account Manager B
	J		Web/Devices Developer A Multimedia Designer A Multimedia Specialist B		Account Manager A
	K		Multimedia Specialist A	Art Director	Key Account Manager Sales Manager

Job level groups	Generic Process									
	Accounting	Policy and advice	Controlling and Financial Accounting	Facilities	ICT	Procurement and Contract Management	Management	Marketing	Projects	Management Support
	A									
	B									
	C			Facilities assistant B						
	D	Accounting assistant B		Switchboard Operator/Receptionist						
	E		Financial Administration Assistant B	Facilities Assistant A						
	F	Accounting assistant A			ICT Manager				Management Support Assistant B	
	G		Staff Assistant	Financial Administration Assistant A			Manager C		Management Support Assistant A	
	H				Functional Manager			Marketing Assistant		
	I		Staff and Policy Adviser C	AO/IC assistant		ICT Developer B	Purchaser C	Manager B	Data Analyst C Marketer C	
J		Staff and Policy Adviser B	Financial Controller		ICT Developer A ICT Process Manager Information Consultant Product Owner	Purchaser B		Data Analyst B Marketer B	Project Manager B	
K		Staff and Policy Adviser A				Purchaser A	Manager A	Data Analyst A Marketer A Business Developer	Project Manager A	

### 12.3 Salary structure for the Newspaper Publishing job category

#### NP salary scales

1.a. The salary structure consists of salary scales A to K.

The amounts stated are monthly salaries in euros and based on a normal number of working hours of an average of 36 hours per week.

Salary scales A to K correspond to job level groups A to K.

NB: article 12.2

b. The salaries and salary scales are adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

c. The minimum amount in scale A equals the statutory minimum wage (SMW). Indexation is based on the statutory minimum wage and not based on this collective labour agreement.

#### Normal number of working hours

2. The normal number of working hours is 36 hours per week.

NB: article 1.4

#### Monthly salaries with effect from 1 January 2024 (amounts in €)

Job level	Minimum	Maximum	Standard increment
A	SMW *	2,327.74	50.28
B	2,086.04**	2,383.88	50.28
C	2,175.98	2,537.10	59.93
D	2,273.88	2,695.31	59.93
E	2,381.00	2,878.35	70.93
F	2,520.08	3,112.49	73.70
G	2,664.80	3,392.01	90.92
H	2,862.04	3,779.39	101.24



I	<b>3,102.52</b>	<b>4,253.32</b>	<b>115.05</b>
J	<b>3,430.32</b>	<b>4,881.21</b>	<b>132.26</b>
K	<b>3,854.59</b>	<b>5,679.14</b>	<b>152.90</b>

\* The statutory minimum wage (SMW) applies only to the minimum amount in Scale I.

\*\* Correct to statutory minimum monthly wage of €2,150.50 (€13.68 per hour) as of 01/07/2024

\*\* The statutory minimum wage is calculated as follows. €13.27 \* 7.2 hours \* 262 workable days / 12 months (up to 01/07/2024)

\*\* The statutory minimum wage is calculated as follows. €13.68 \* 7.2 hours \* 262 workable days / 12 months (from 01/07/2024)

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee's total number of working hours in that calendar year.

#### Monthly salaries with effect from 1 January 2025 (amounts in €)

Job level	Minimum	Maximum	Standard increment
A	SMW *	<b>2,443.86</b>	<b>51.03</b>
B	<b>2,192.60</b>	<b>2,500.83</b>	<b>51.03</b>
C	<b>2,289.82</b>	<b>2,656.36</b>	<b>60.83</b>
D	<b>2,389.19</b>	<b>2,816.94</b>	<b>60.83</b>
E	<b>2,497.92</b>	<b>3,002.73</b>	<b>72.00</b>
F	<b>2,639.08</b>	<b>3,240.37</b>	<b>74.81</b>
G	<b>2,785.97</b>	<b>3,524.09</b>	<b>92.28</b>
H	<b>2,986.17</b>	<b>3,917.28</b>	<b>102.76</b>
I	<b>3,230.26</b>	<b>4,398.32</b>	<b>116.78</b>
J	<b>3,562.98</b>	<b>5,035.63</b>	<b>134.24</b>
K	<b>3,993.61</b>	<b>5,845.53</b>	<b>155.20</b>

\* The statutory minimum wage (SMW) applies only to the minimum amount in Scale I.

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee's total number of working hours in that calendar year.

#### 12.4 Salary and periodical increase when job requirements are not yet met

Employees who meet the job requirements receive at least the starting salary of the salary scale linked to the job level group. The following applies in addition.

**NB:** article 4.3

##### *Salary when the employee does not yet meet the job requirements*

1. An employee who does not yet meet the job requirements will receive at least the minimum salary in the next lower salary scale (next lower job level group)

##### *Standard increase when the employee does not yet meet the job requirements*

2. An employee who does not yet meet the job requirements and who is classified in the next lower salary scale (next lower job level group) will receive a standard increase annually in the event of normal development towards the requested job requirements until the starting salary of their salary scale (job level group) has been reached.

#### 12.5 Exceptional provision: gross payment

##### *Scope*

The employee who was employed by the employer on 31 December 2014 and the collective labour agreement for the Newspaper Publishing Industry applied to the employment contract is entitled to a benefit of 1% of the

gross annual income annually in December, up to a maximum of the maximum wage for the purposes of calculation of employee insurance contributions. An employee who leaves employment during the calendar year will receive the benefit on a pro rata basis.

**12.6 Additional time off for the Newspaper Publishing job category**

<b>Situation</b>	<b>Additional days of paid holiday leave</b>
Compensation of overtime in relation to classification in salary scale H or higher  <b>NB:</b> article 4.9 paragraph 1 and 3 and article 5.4 paragraph 4	3 additional days of paid holiday leave per calendar year
The employee had been employed by the same employer for an uninterrupted period of 12.5 years in the previous year  <b>NOTE:</b> In addition to article 5.4	From 1 January of any year 1 additional day of paid holiday leave over and above the statutory minimum per calendar year
The employee had been employed by the same employer for an uninterrupted period of 25 years in the previous year  <b>NOTE:</b> In addition to article 5.4	From 1 January of any year 2 additional days of paid holiday leave over and above the statutory minimum per calendar year
The employee had been employed by the same employer for an uninterrupted period of 40 years in the previous year  <b>NOTE:</b> In addition to article 5.4	From 1 January of any year 3 additional days of paid holiday leave over and above the statutory minimum per calendar year
From age 50  <b>NOTE:</b> In addition to article 5.4	1 additional day of paid holiday leave over and above the statutory minimum per calendar year

No monetary value is added to the à la carte budget for these additional holidays over and above the statutory minimum. These additional days' holiday shall continue to be effective as entitlement to time off.

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## CHAPTER 13 Newspaper Journalists job category

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### 13.1 Scope

#### *Scope*

1. The articles in this chapter apply to employees whose job falls into the job category of Newspaper Journalists. In this chapter, the employee may also be referred to as a journalist and the employer may also be referred to as management, editor-in-chief or manager. These articles apply in addition to or, if stated, in derogation of the provisions of the basic provisions.

#### *Exclusion of basic provisions*

2. The following articles of the collective labour agreement do not apply to employees whose job has been classified into the job category of Newspaper Journalists:	
Article	Description of the article
4.6 paragraph 3	Awarding an individual allowance
4.8	Extended working hours allowance
4.9	Compensation of overtime for employees in full-time employment;
4.10	Compensation of additional hours and overtime for employees in part-time employment
5.1	Usual daily working hours
5.2	Flexible working

### 13.2 Job classification system for the Newspaper Journalists job category

#### *DJ job classification instrument*

The job classification system is a recognised job classification instrument in the form of a job level matrix (Bakkenist method). The matrix describes job level groups 3 to 9 with associated reference jobs. New jobs can be evaluated to job level group 1 or 2 in a reasoned manner.

**Classification of reference jobs for the job category of Newspaper Journalists**

Job level groups		<b>Designer</b>	<b>Editor</b>	<b>Reporter</b>	<b>Manager</b>
	1				
	2				
	3	<b>Layout editor</b>			
	4		<b>Online Editor A</b>		
	5	<b>Photo Editor Infographic Editor Designer</b>	<b>Online Editor B Processing Editor</b>		
	6	<b>Photo Journalist</b>	<b>Online Editor C Readers' Editor</b>	<b>Reporter Editor Regional Reporter Investigative Journalist A</b>	<b>Coordinator</b>
	7		<b>Specialist Editor Senior Editor</b>	<b>News Reporter Investigative Journalist B</b>	<b>Chief A</b>
	8	<b>Art Director</b>	<b>Opinion-Piece Editor Correspondent Abroad</b>	<b>'Star' Reporter Investigative Journalist C</b>	<b>Chief B</b>
9				<b>Chief C</b>	

**13.3 Apprentice journalists and junior journalists**

*Apprentice journalists and novice journalists*

**1.**

<b>Type of journalist</b>	<b>Description</b>	<b>Salary scale classification term</b>	<b>Salary Monthly salaries (amounts in €)</b>
Apprentice	Journalists with a pre-university education (Dutch HAVO/VWO), without experience in business and/or social organisations, receiving practical training and/or theoretical training and not yet graduated from the recognised journalism programmes (or master's programme for journalism).	maximum 2 years	<b>As from 1 January 2024:</b> €2,201.94* first year €2,257.37* second year  <b>As from 1 January 2025:</b> €2,293.83 first year €2,372.43* second year
Junior	Journalists who have completed higher professional education (Category A - Dutch HBO), who may have some experience of the business world and/or community organisations (Category A - Business) and academics (a completed university study at one of the institutions of higher education) (Category B) and have not yet graduated from the recognised journalism study programmes (or master's programme for journalism) or achieved a similar level of professional and intellectual ability.	maximum 1 year	<b>As from 1 January 2024:</b> €2,740.56 Category A (HBO (higher professional education))  €2,909.47 Category A (Business) and Category B  <b>As from 1 January 2025:</b> €2,862.87 Category A (HBO (higher professional education))  €3,034.32 Category A (Business) and Category B

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

\* €2,179.93 first year (as of 1 January 2024) is corrected to € 2.201,94 statutory minimum wage (€13.27 per hour).

\* Correct to statutory minimum monthly wage of €2,269.97 (€13.68 per hour) as of 01/07/2024

\*\* The statutory minimum wage is calculated as follows. €13.27 \* 7.6 hours \* 262 workable days / 12 months (up to 01/07/2024)

\*\* The statutory minimum wage is calculated as follows. €13.68 \* 7.6 hours \* 262 workable days / 12 months (from 01/07/2024)

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period

over the average number of working hours in the relevant month, derived from the individual employee's total number of working hours in that calendar year.

### 13.4 Salary structure for the Newspaper Journalists job category

#### *NJ salary scales*

1.a. The salary structure consists of salary scales 3 to 9 and salary scales for apprentice journalists and junior journalists. Salary scales 3 to 9 correspond to job level groups 3 to 9.

The amounts stated are monthly salaries in euros and based on a normal number of working hours of an average of 38 hours per week.

b. The salaries and salary scales are adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

#### *Normal number of working hours; sports journalists*

2. The normal number of working hours is as follows for:

a. Journalists: 38 hours on average per week.

b. Sports journalists: 36 hours on average per week.

#### Monthly salaries with effect from 1 January 2024 (amounts in €)

Scale	Minimum	Maximum	Standard increment
3	2,589.66	3,317.60	3%
4	2,815.21	3,743.43	3%
5	2,819.49	4,280.46	3%
6	3,257.78	4,973.19	3%
7	3,768.40	5,801.68	3%
8	4,813.24	6,673.26	3%
9	5,580.51	7,747.44	3%

\* The standard increment is 3% of the mid level of the salary scale

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

#### Monthly salaries with effect from 1 January 2025 (amounts in €)

Scale	Minimum	Maximum	Standard increment
3	2,709.70	3,448.56	3%
4	2,938.63	3,880.79	3%
5	2,942.98	4,425.87	3%
6	3,387.84	5,128.98	3%
7	3,906.12	5,969.90	3%
8	4,966.64	6,854.56	3%
9	5,745.42	7,944.85	3%

\* The standard increment is 3% of the mid level of the salary scale

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

### 13.5 Allowance after change to job level

#### *Individual allowance in the event of demotion*

Notwithstanding article 4.6 paragraph 3, the employee will receive an individual allowance when performing a new or newly evaluated job with a lower level in order to maintain the salary level and prevent being worse off financially.

### 13.6 Continued salary payment in the event of illness

#### *Conditional top-up in the second year of illness*

After the 52<sup>nd</sup> week of occupational disability, the journalist receives a salary top-up to a maximum of 85% of their salary on the condition that they actively cooperate in securing their return to work. Up to 100% salary will continued to be paid for the hours actually worked during the process of securing a return to work.

### 13.7 Compensation scheme for working unsociable and/or irregular working hours (Inconvenience scheme for Newspaper Journalists)

#### *Establishing a working pattern of inconvenient working hours*

1. The management establishes the working pattern of inconvenient working hours annually and in the event of a job change on the basis of the table in paragraph 3. It will be adopted based on a proposal from the editor-in-chief and after consultation with the journalist.

#### *Table*

2. The following table is used to establish the working pattern of inconvenient working hours.

#### **A. Unsociable working hours**

<b>Monday to Friday</b>	<b>score</b>
Office hours 08:00 – 18:00	0 points
10% outside office hours	6 points
20% outside office hours	12 points
30% outside office hours	18 points
40% outside office hours	24 points
50% and more outside office hours	30 points

#### **B. Irregular working hours (= unpredictable, cannot be planned)**

No irregularity	0 points
Occasional	6 points
At least 4 times a month, counted over a period of 1 year	14 points
Daily or almost daily	20 points

#### **C. Working hours on weekends**

No weekend shifts	0 points
1 day every 4 weeks	8 points
2-3 days every 4 weeks	16 points
4-5 days every 4 weeks	24 points
6-7 days every 4 weeks	32 points
8 day every 4 weeks	40 points

#### **D. Travelling and absence**

No or only minor travelling and absence (< 20,000 km/year)	0 points
Substantial travelling (> 20,000 km/year)	5 points
<b>Multiple days away from home during a consecutive period</b>	
Not applicable	0 points
A couple of times per year	2 points

Regularly multiple times or a couple of times per year for a very long period (> 2 weeks)	5 points
---	----------

**E. On-call (standby) shifts and availability shifts outside office hours (not including weekends)**

None	0 points
Occasional	5 points
At least 4 times a month, counted over a period of 1 year	10 points
Daily or almost daily	15 points

*Scores*

**3.** The compensation for journalists by score is as follows:

score	Compensation
21 to 30 points	3 days off with a top-up to the scaled salary
31 to 40 points	3 days off per year + 1% top-up to the scaled salary
41 to 60 points	3 days off per year + 3% top-up to the scaled salary
61 to 80 points	3 days off per year + 5% top-up to the scaled salary
81 points or more	5 days off per year + 7% top-up to the scaled salary

*Transitional arrangement*

**4.** Journalists are entitled to a gradual reduction of the additional days off and top-up from paragraph 3 for 3 years in accordance with the schedule below, when:

- a. their job changes at the request of the editor-in-chief;
- b. the job change leads to the entitlement to additional days off and top-up completely or
- c. largely ceasing to apply;
- d. the job change does not lead to a salary increase;
- e. the journalist was entitled to compensation for at least 5 years.

1 <sup>st</sup> year after job change	100% of compensation
2 <sup>nd</sup> year after job change	66.6% of compensation
3 <sup>rd</sup> year after job change	33.3% of compensation
4 <sup>th</sup> year after job change	No more entitlement to compensation

*Annual summary*

**5.** Every year, the editorial committee receives an overview of the working pattern of inconvenient working hours (scores) for each journalist.

*Desk Editor shifts*

**6.a.** The following definitions are used for the agreements in this paragraph:

- night shift: 50% or more of the shift is between 00:00 and 06:00;
- late shift: 50% or more of the shift is between 18:00 and 24:00;
- alternating shifts: two or more shifts within 24 hours.

**b.** A compensation scheme is agreed at company level for night, late and/or alternating shifts.

**c.** A journalist working as a desk editor:

- may work a maximum of 7 night shifts in a row;
- may work a maximum of 36 night shifts over a period of 16 weeks;
- may work a maximum of 140 night shifts over a period of 1 year;
- may, if the shift ends after 00:00 and starts before 06:00, work a maximum of 38 hours per 2 consecutive weeks in the following time window: 00:00 – 06:00;
- may be exempted from working night, late, and/or alternative shifts if necessary due to the desk editor's health;
- must have an uninterrupted rest period of 11 hours when working night, late, and/or alternating shifts. Rest period of 11 hours may be shortened to a minimum of 8 hours once every 7 days;

- must have a weekly uninterrupted rest period of 36 hours in a period of 7 x 24 hours.
- d.** A journalist working as desk editor and aged over 55:
- cannot be obligated to work night, late, and/or alternating shifts;
  - can agree in writing to work night shifts for a maximum of one year at a time.

### **13.8 Excessive working hours**

#### *Entitlement to having excessive working hours compensated as time off*

**1.** In the event of excessive working hours within a period of four weeks, the journalist is entitled to time off in lieu. The time off in lieu will be given in the following four-week period.

#### *Establishing excessive working hours*

**2.** Excessive working hours occur when the journalist works more the normal working hours based on full-time employment over a four-week period.

#### *Excessive working hours scheme*

**3.** The management, after consultation with the chief editors and after hearing the editorial committee or the editorial representative, establishes a scheme for excessive working hours within the company.

### **13.9 Overtime scheme for the job level groups 3, 4 and 5**

#### *Overtime scheme for job level groups 3, 4 and 5*

**1.** Journalists classified in job level groups 3, 4 and 5 are considered to work overtime when they work at least 11 half days per five-day working week on a permanent basis.

**NB:** a five-day working week is made up of 10 half days.

#### *Establishment of fixed amount for overtime per half year*

**2.** On the recommendation of the editor-in-chief and after consultation with the journalist, the management checks twice a year, and in the interim in the event of a job change, whether the journalist in question is working overtime. The management calculates the overtime as a single figure twice a year prior to a six-monthly period.

**3.** Journalists who work part-time and work a predetermined number of hours of overtime on a permanent basis will receive an employment contract with a correspondingly higher number of individual working hours.

#### *Overtime compensation in cash or time off*

**4.** Journalists are entitled to the following compensation of overtime:

<b>Job level group</b>	<b>% allowance on top of scaled salary</b>
3	10%
4	7.5%
5	5%

**5.** Instead of overtime compensation in cash for a six-monthly period, journalists can opt for compensation in advance (time off in lieu, per four-week period). Interim changes to the six-monthly period are not possible.

### **13.10 Appraisal system for the Newspaper Journalists job category**

#### *Default scheme as the basis*

**1.** The journalist receives a standard salary increase of 1 increment annually until the maximum of their salary scale is reached, unless management has agreed on an appraisal system with the Works Council/editorial committee, including an objection and appeal procedure.



*Deviating scheme is possible if conditions are fulfilled*

**2.** A written appraisal system can be introduced in consultation between management and the journalist and after approval in company-specific consultations.

A written appraisal system monitors the development of the journalist's skills, attitude, and performance. The overall appraisal determines the journalist's salary development until the maximum of their salary scale is reached.

In an annual assessment interview:

- a. the job description is evaluated, updated if necessary and the classification of the salary scales is changed as necessary;
- b. one of the five appraisal levels is chosen, justified, and discussed;
- c. the appropriate salary increase is determined (paragraph 3);
- d. promotion possibilities are discussed.

Five different levels have been defined for the overall appraisal.

Levels	Definitions
<b>A. Excellent</b>	The employee amply exceeds the agreements made at the beginning of the year.
<b>B. Very Good</b>	The employee exceeds the agreements made at the beginning of the year.
<b>C. Good</b>	The employee has achieved the agreements made at the beginning of the year.
<b>D. Poor</b>	The employee has not fully achieved the agreements made at the beginning of the year.
<b>E. Insufficient</b>	The employee has not achieved the agreements made at the beginning of the year.

*Linking appraisal to salary*

**3.** Journalists who have not yet reached the maximum of their salary scale may or may not receive a salary increase based on the following appraisal levels:

Levels	Salary increase for employees who have not yet reached the maximum of their scale
<b>A. Excellent</b>	2 increments
<b>B. Very Good</b>	1.5 increment
<b>C. Good</b>	1 increment
<b>D. Poor</b>	0.5 increment
<b>E. Insufficient</b>	No increment

*There is an appraisal system, but it is not applied*

**4.** If an appraisal interview has not been held, the journalist will receive an annual standard salary increase of 1 increment until the maximum of their salary scale has been reached.

Journalists who have reached the maximum of their salary scale will discuss the following things annually with management (managers):

- a. the evaluation of their job description, possibly an update and, if necessary, a change in the classification in salary scales;
- b. promotion possibilities.

### **13.11 Additional time off for the Newspaper Journalists job category**

*Additional day of holiday leave*

**1.** A journalist who has been appointed as a full-time newspaper journalist is entitled to 1 additional day of leave over and above the statutory minimum on top of article 5.4 paragraph 1.

*Age-related days*

**2.** In addition to the statutory and statutory-plus days of holiday leave in this collective labour agreement, the journalist is entitled to the following days of holiday leave over and above the statutory minimum (age-related days off). Part-time on pro rata basis.

Ages	Number of additional days of paid leave
From age 50	3 additional days of paid holiday leave per calendar year
From age 55	4 additional days of paid holiday leave per calendar year
From age 60	6 additional days of paid holiday leave per calendar year

The age-related days are not added in monetary value to the à la carte budget, but create an entitlement to holiday leave over and above the statutory minimum.

### 13.12 Special purpose days

*Special purpose days: take every year or have them paid out in cash*

1. In addition to the statutory and non-statutory days of holiday leave in this collective labour agreement, the journalist is entitled to two days of holiday leave over and above the statutory minimum (special purpose days). Part-time on pro rata basis. The journalist may use these days for things such as training, informal care, child care, or extra holiday.

Special purpose days of leave that have not been taken will be paid out at the end of the calendar year. The value of 1 special purpose day is 0.4% of the salary.

*Personal budget (not an à la carte budget)*

2. Without prejudice to the provisions of Article 6.2 paragraph 3 of the collective labour agreement, the special purpose days may be converted into a personal budget (other than the à la carte budget) at the request of the journalist.

*Increase of the personal budget for education*

3. The journalist who uses all special purpose days for education/training will receive €100 from the management for their personal budget. This is on account of the fact that the employer does not have to pay part of the costs if the budget is spent on education/training.

*Longer period than one year to take such days*

4. The journalist may make written arrangements with their manager for the use of special purpose days over a period longer than a calendar year.

### 13.13 Dismissal due to a reorganisation

*Duration and amount of the top-up*

1. The journalist who is dismissed as a result of a reorganisation will receive an unemployment benefit top-up for the first 6 months up to 95% of their last-earned gross salary with a maximum of the wage for tax income and social security contribution calculation purposes during the period shown in the table below.

For whom	Top-up to % of last-earned gross salary	Duration of the top-up (minimum 6 months)
Journalist	95% of the last-earned gross salary	The first 6 months

After that, the unemployment benefit top-up\* to 80% of the last-earned gross salary with a maximum of the wage for tax income and social security contribution calculation purposes during the period shown in the table below.

For whom	Top-up to % of last-earned gross salary	Duration of the top-up (minimum 6 months)
Journalist under 40 years of age and with under 10 years of service on the termination date	80% of the last-earned gross salary	60% of the period during which they become entitled to unemployment benefits
Journalist aged 40 or older on the termination date but under 50 and under 10 years of service	80% of the last-earned gross salary	80% of the period during which they become entitled to unemployment benefits

Journalist with at least 10 years of services or aged over 50 on the termination date	80% of the last-earned gross salary	The entire period of unemployment benefit entitlement
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\* Unemployment benefits are the benefit in the country where the employee is eligible for benefits and will be a period of at least 6 months.

The above top-up is offset against the statutory transition allowance, duly observing the provisions of the Decree of 23 April 2015, Dutch Bulletin of Acts and Decrees 2015, 171 (Decree on conditions re. deducting costs from transition payment (*Besluit voorwaarden in mindering brengen kosten op transitievergoeding*)).

*Gross salary*

2. To calculate the unemployment benefit top-up, the last-earned gross salary is increased by the collective salary increases of this collective labour agreement.

**13.14 Agreements as regards editorial committees for Newspaper Journalists**

For journalists classified in the newspaper journalists job category, the agreements on editorial committees in this article apply instead of article 10.6.

*Editorial Committee for Newspaper Journalists*

1. The editorial committee consults with management and chief editors on the application of and compliance with journalistic collective labour agreement topics and working conditions.

Journalists of a publication may choose to establish an editorial committee for each publication. The editorial committee will be composed as follows:

Journalists currently employed*	Maximum number of editorial committee members*
1 to 9	Editorial representation/representative
10 to 49	3
50 to 99	5
100 to 149	7
150 or more	9

\* Including apprentice journalists and junior journalists and not including editors-in-chief.

2. Journalists\* in permanent employment or employed for at least 18 months as temporary employees in the company and who are members of the Dutch journalists' association (NVJ) are eligible to vote and stand for election to the editorial committee. The term of the appointment and the method of electing the editorial committee will be laid down in the rules of procedure for electing the editorial committees associated with this article.

\* Including apprentice journalists and junior journalists and not including editors-in-chief.

**NOTE:** The rules of procedure for election of editorial committee members is included in Annex 6

3. The editorial committee, management and chief editors will hold consultations at least twice a year at set times and at the request of either party. The topics to be discussed will be specified in the request. At the request of the editorial committee or editorial representative, the management will provide a written auditor's opinion indicating the number of journalists\* employed on the basis of an employment contract and data showing compliance with the financial obligations under the collective labour agreement.

\* Including apprentice journalists and junior journalists and not including editors-in-chief.

4. The Works Councils Act governs the working conditions of non-journalists in addition to the provisions in this article that specifically deal with the organisation and working methods of the editorial team(s) of the publication(s) and the working conditions of newspaper journalists.

5. Management, chief editors and journalist representatives are committed to constructive cooperation and finding solutions that serve each other's interests.

*Facilities for Editorial Committees of Newspapers*

6. The management will support the editorial committee with the available facilities and, subject to prior approval, reimburse expenses to enable the committee to properly perform its duties, in principle during working hours. Journalists will retain entitlement to salary for the time that they perform editorial committee duties. The same also applies to work for the NVJ members/professional groups for the Publishing Industry and the NVJ negotiating delegation for this collective labour agreement.

*Submission to the editorial committees*

7. The management will provide the following information to the editorial committees annually and to the extent necessary for consultation:

- a. number of journalists employed on each editorial team broken down (including changes) by:
  - men/women;
  - full/part time;
  - freelance/temp;
- b. classification in salary scales for journalists by editorial team;
- c. number of vacancies per editorial team per year(-end), number of applicants, number of new hires;
- d. number of journalists who are long-term occupationally disabled at year-end;
- e. number of journalists dismissed in the previous year;
- f. number of changes to number of working hours (increase and decrease);
- g. degree of (repeated) overtime and (intended) measures to limit this.

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**14.1 Scope**

The articles in this chapter apply to employees whose job falls into the General Interest Magazine and Opinion Weekly Journalists job category. In this chapter, the employee is referred to as a journalist and the employer may also be referred to as management, editor-in-chief or manager. These articles apply in addition to or, if stated, in derogation of the provisions of the basic provisions.

**14.2 Job classification system for the General Interest Magazine and Opinion Weekly Journalists job category***GIM-OWJ job classification instrument*

The job classification system is a recognised job classification instrument in the form of a job level matrix (Hay method). The matrix describes job level groups 1 to 5 and A to C with associated reference jobs.

**Classification of reference jobs for the job category of General Interest Magazine Journalists and Opinion Weekly Journalists**

Group	PU	OP	Editors	Design
<b>C</b>	Editor-in-chief A			
<b>B</b>	Editor-in-chief B	Editor-in-chief A		
<b>A</b>	Editor-in-chief C Deputy editor-in-chief A	Editor-in-chief B Deputy editor-in-chief A		
<b>5</b>	Deputy editor-in-chief B Head of the editorial team Sub-editor A	Editor-in-chief C Deputy editor-in-chief B Chief of editorial sub-team Sub-editor A		Art Director A
<b>4</b>	Sub-editor B	Sub-editor B	Editor A	Art Director B Head of Design Designer A
<b>3</b>	Sub-editor C	Sub-editor C	Editor B	Designer B
<b>2</b>	Sub-editor D	Sub-editor D	Editor C	Designer C
<b>1</b>	Sub-editor E	Sub-editor E		

**14.3 Salary structure for the General Interest Magazine and Opinion Weekly Journalists job category***Salary scales*

**1.a.** The salary structure consists of salary scales 1 to 5. The salaries for the job level groups A, B and C are established at company level.

The amounts stated are monthly salaries in euros and based on a normal number of working hours of an average of 36 hours per week.

**b.** The salaries and salary scales are adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

**c.** Salary scales 1 to 5 correspond to job level groups 1 to 5 in article 14.2.

*Normal number of working hours*

**2.** The normal number of working hours is 144 hours every four weeks on average (36 hours a week on average).

**Monthly salaries with effect from 1 January 2024 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
I	2,412.78	2,834.91	3%
II	2,684.15	3,913.94	3%
III	2,972.75	4,845.43	3%
IV	3,531.65	5,773.69	3%
V	4,173.46	6,845.17	3%

\* The standard increment is 3% of the maximum of the salary scale

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

**Monthly salaries with effect from 1 January 2025 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
I	2,530.17	2,958.64	3%
II	2,805.61	4,053.84	3%
III	3,098.54	4,999.31	3%
IV	3,665.82	5,941.49	3%
V	4,317.26	7,029.05	3%

\* The standard increment is 3% of the maximum of the salary scale

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

**14.4 Additional time off for the General Interest Magazine and Opinion Weekly Journalists job category**

*Holiday entitlements for General Interest Magazine Journalists*

**1.** In addition to the 20 statutory and the value of 4 days of statutory-plus leave (1.6% of salary) in this collective labour agreement, the journalist appointed as a full-time general interest magazine journalist is entitled to 2 additional days of leave over and above the statutory minimum.

*Holiday entitlements of opinion weekly journalists*

**2.** In addition to the 20 statutory and the value of 4 days of statutory-plus leave (1.6% of salary) in this collective bargaining agreement, journalists employed as opinion weekly journalists in full-time employment are entitled to the value of 1 additional day of leave over and above the statutory minimum.

*Additional time off to compensate overtime with effect from Scale 4*

**3.** A journalist whose job is classified in scale 4 or higher will receive 3 additional days of holiday leave over and above the statutory minimum to compensate for overtime.

**NB:** article 4.9 paragraph 1 and 3 and article 5.4 paragraph 4

*Age-related days*

**4.** In addition to the statutory and statutory-plus days of holiday leave in this collective labour agreement, the journalist is entitled to the following days of holiday leave over and above the statutory minimum (age-related days off).

Ages	Number of additional days of paid leave
From age 50 <b>NOTE:</b> In addition to article 5.4	3 additional days of paid holiday leave over and above the statutory minimum per calendar year
From age 55 <b>NOTE:</b> In addition to article 5.4	4 additional days of paid holiday leave over and above the statutory minimum per calendar year

The age-related days are not added in monetary value to the à la carte budget, but create an entitlement to paid holiday leave.

**14.5 Reduction of working hours scheme for older General Interest Magazine and Opinion Weekly Journalists**

*Reduction of working hours: option for older employees*

**1.** From 5 years prior to their state pension age, the journalist with full-time employment may choose to work a normal number of working hours of 128 hours per 4 weeks (32 hours per week), with the right to divide it over 4 days per week, with full pay.

**2.** A journalist who meets the conditions and wishes to make use of this Scheme cannot also claim the 80/90/100 scheme, the X/Y/Z Scheme, or age-related leave days.

**NB:** article 5.3 and article 14.4 paragraph 4

*Special circumstances*

**3.** The journalist may deviate (save or withdraw) from a 4-day working week for a maximum of 1 day per week in special circumstances over a period of up to 4 weeks.

*Occupational disability and leave*

**4.** A journalist who cannot use the paid day off in the 4-day working week due to occupational disability or leave will not be entitled to compensation.

**14.6 Saving scheduled days off**

The journalist may agree in writing with the chief editors/management to save up to 90 scheduled days off. The chief editors/management may refuse to cooperate in case of urgent business circumstances (for example: staffing shortages).

Saved, unused, scheduled days off will not be paid out.

**14.7 Dismissal due to a reorganisation**

*Duration and amount of the top-up*

**1.** The journalist who is dismissed as a result of a reorganisation will receive an unemployment benefit\* top-up for the first 4 months up to 95% of their last-earned gross salary.

For whom	Top-up to % of last-earned gross salary	Duration of the top-up (minimum 6 months)
Journalist	95% of the last-earned gross salary	The first 4 months

After that, the unemployment benefit\* top-up will be as follows:

<b>For whom</b>	<b>Top-up to % of last-earned gross salary</b>	<b>Duration of the top-up (minimum 6 months)</b>
Journalist under 40 years of age and with under 10 years of service on the termination date	- in the event of a full-time salary of below €3,000: top-up to 89% gross; - in the event of a full-time salary of €3,000 or more and less than €4,000: top-up to 87% gross - in the event of a full-time salary of €4,000 and higher: top-up to 85% gross	60% of the period during which they become entitled to unemployment benefits, with a minimum of 6 months
Journalist aged 40 or older on the termination date but under 50 and under 10 years of service	- in the event of a full-time salary of below €3,000: top-up to 89% gross; - in the event of a full-time salary of €3,000 or more and less than €4,000: top-up to 87% gross - in the event of a full-time salary of €4,000 and higher: top-up to 85% gross	80% of the period during which they become entitled to unemployment benefits, with a minimum of 6 months
Journalist with at least 10 years of services or aged over 50 on the termination date	- in the event of a full-time salary of below €3,000: top-up to 89% gross; - in the event of a full-time salary of €3,000 or more and less than €4,000: top-up to 87% gross - in the event of a full-time salary of €4,000 and higher: top-up to 85% gross	The entire period of unemployment benefit entitlement, with a minimum of 6 months

\* Unemployment benefits are the benefit in the country where the employee is eligible for benefits and will be a period of at least 6 months.

The unemployment benefit top-up will be increased by the collective wage increases under this collective labour agreement.

The top-up is offset against the statutory transition allowance, duly observing the provisions of the Decree of 23 April 2015, Dutch Bulletin of Acts and Decrees 2015, 171 (Decree on conditions re. deducting costs from transition payment (*Besluit voorwaarden in mindering brengen kosten op transitievergoeding*)).

#### *Top-up on lower salary*

2. The journalist who accepts a job outside the company (group) with a demonstrably lower salary after having been dismissed will receive a top-up from the management, during the top-up period, to increase their salary to the last-earned gross salary.



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## CHAPTER 15 Trade Magazine job category

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- 

#### 15.1 Scope

The articles in this chapter apply to employees whose job falls into the Trade Magazine Journalists job category. These articles apply in addition to or, if stated, in derogation of the provisions of the basic provisions.

#### 15.2 Job classification system for the Trade Magazine Journalists job category

##### *Job classification instrument for Trade Magazine Journalists*

The job classification system is a recognised job classification instrument in the form of a job level matrix (Hay method). The matrix describes job level groups B to H with associated reference jobs.

##### **Classification of reference jobs for the Trade Magazine Journalists job category**

Job level	CHIEF EDITORS	EDITORIAL TEAM	DESIGN
H	- Editor-in-chief vb1		
G	- Editor-in-chief vb2		
F	- Editor-in-chief vb3 - Deputy editor-in-chief		
E		- Head of editorial team or sub-team - Sub-editor level 1	
D		- Editor - Sub-editor level 2	- Head of Design
C		- Sub-editor level 3	- Designer
B			

#### 15.3 Salary structure for the Trade Magazine Journalists job category

##### *Salary scales*

**1.a.** The salary structure consists of salary scales B to G.

The amounts stated are monthly salaries in euros and based on a normal number of working hours of an average of 36 hours per week.

**b.** The salaries and salary scales are adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

**c.** The letters of the salary scales correspond to the letters of the job level groups in article 15.2.

##### *Normal number of working hours*

**2.** The normal number of working hours is 144 hours every four weeks on average (36 hours a week on average).

**Monthly salaries with effect from 1 January 2024 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
B	2,846.76	3,742.71	75.38
C	2,985.67	4,195.00	80.77
D	3,146.13	4,844.35	89.38
E	3,468.11	5,345.09	99.07
F	3,962.39	6,005.21	113.07
G	4,471.75	6,791.33	129.22

\* The standard increment is 3% of the maximum of the salary scale

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

**Monthly salaries with effect from 1 January 2025 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
B	2,970.66	3,880.05	76.51
C	3,111.66	4,339.12	81.98
D	3,274.52	4,998.22	90.72
E	3,601.33	5,506.47	100.56
F	4,103.03	6,176.49	114.77
G	4,620.03	6,974.40	131.16

\* The standard increment is 3% of the maximum of the salary scale

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies.

**15.4 Additional time off for the Trade Magazine Journalists job category**

*Awarding additional time off to compensate overtime with effect from scale D*

1. An employee whose job is classified in scale D or higher will receive 3 additional days of holiday leave over and above the statutory minimum to compensate for overtime.

**NB:** article 4.9 paragraph 1 and 3 and article 5.4 paragraph 4

2. In addition to the statutory and statutory-plus days of holiday leave in this collective labour agreement, the employee is entitled to the following days of holiday leave over and above the statutory minimum (age-related days off).

Ages	Number of additional days of paid leave
From age 50	1 additional day of paid holiday leave per calendar year
From age 55	2 additional days of paid holiday leave per calendar year
From age 60	3 additional days of paid holiday leave per calendar year

The age-related days are not added in monetary value to the à la carte budget, but create an entitlement to holiday leave over and above the statutory minimum.

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**16.1 Scope**

Free local newspapers

1. The articles in this chapter apply to employees whose job falls into the job category of Free Local Newspaper Journalists. In this chapter, the employee may be referred to as a journalist and the employer may also be referred to as management, editor-in-chief or manager. These articles apply in addition to or, if stated, in derogation of the provisions of the basic provisions.

*Exclusion of basic provisions*

2. Employees whose jobs are classified in the job classification system for Free Local Newspaper Journalists are not governed by the following articles of the collective labour agreement:

<b>Article</b>	<b>Description</b>
4.6 paragraph 3	Gradual reduction of individual allowance after demotion
4.8	Extended working hours allowance;  <i>NOTE: Since articles 4.10 paragraph 2 and 4.10 paragraph 3 remain in effect, articles 4.8 paragraph 1 and 4.9 do, when referred to, apply to employees in part-time employment!</i>
4.9	Compensation of overtime for employees in full-time employment*;  <i>* Since articles 4.10 paragraph 2 and 4.10 paragraph 3 remain in effect, articles 4.8 paragraph 1 and 4.9 do, when referred to, apply to employees in part-time employment!</i>
4.10.1	Compensation of additional hours and overtime for employees in in part-time employment.  <i>NOTE: Since articles 4.10 paragraph 2 and 4.10 paragraph 3 remain in effect, articles 4.8 paragraph 1 and 4.9 do, when referred to, apply to employees in part-time employment!</i>
5.1	Usual daily working hours
5.2	Flexible working
5.4 paragraph 4	Awarding extra days off based on job categories

Chapter 10	Chapter 10 (General journalism) does not apply to journalists whose job is classified in the job classification system for Free Local Newspaper Journalists. Relevant topics of a journalistic nature are regulated in this chapter.
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## 16.2 Terms and definitions

### *Free local newspaper*

**a.** Free local newspaper: any newspaper that is published under its own name at regular intervals and is distributed door to door for free, primarily for advertising purposes and consisting of both editorial and advertising pages or combinations thereof.

### *Apprentice journalist/newcomer*

**b.** Apprentice journalist/newcomer: a journalist who receives both practical training and theoretical instruction from an employer, in order for them to obtain the working level that matches job level groups A and B and who has not yet graduated from a journalism programme.

### *Editor-in-chief*

**c.** Editor-in-chief: the journalist responsible for the editorial content of a free local newspaper and is the hierarchic manager of at least three journalists, or of the journalist charged with this task.

### *Acting editor-in-chief*

**d.** Acting editor-in-chief: the journalist who has been appointed to deputise for the editor-in-chief if relevant and take on the day-to-day management of the editorial office.

## 16.3 Job category and classification system for the Free Local Newspaper Journalists job category

### *FLN job classification instrument*

The job classification system is a recognised job classification instrument in the form of a job level matrix (Bakkenist method). The matrix describes job level groups C to F with associated reference jobs.

Jobs can be evaluated at job level group A or B, stating reasons, and are then also part of this collective labour agreement.

Job level group	Job title and level characteristics	Examples of specific job titles*
A		
B		
C	<p><b>Designing Journalist A:</b> Essentially engaged in editing and optimising visual and audiovisual elements, such as visual and audio material, pages and/or multimedia productions with a medium risk of damage to the publication's image. To this end, the job involves preparing the design process, realising visual elements, realising productions and optimising working processes.</p> <p><b>Processing Editor:</b> Performs activities for various brands and has no specific focus area in this context. The job primarily involves initiating, analysing, selecting, editing, publishing and managing content.</p> <p><b>Writing Journalist A:</b> Essentially engaged, with coaching or supervision, in generating (online) content on assigned (online) media platforms (with a low to medium risk of damage to the publication's image). To this end, the job involves collecting information, generating content and building up and maintaining the (sources) network.</p>	<p>Designer</p> <p>Editor Commercial Editor, Processing Editor,  (Regional) Reporter</p>
D	<p><b>Designing Journalist B:</b> Essentially engaged in independently editing and optimising visual and audiovisual elements, such as visual and audio material, pages and/or multimedia productions with a medium to high risk of damage to the publication's image and relatively high complexity. To this end, the job involves preparing the design process, realising visual elements, realising productions and optimising working processes. Also responsible for coordinating and supervising others.</p> <p><b>Directing Editor:</b> Ensures that the active content flow for a number of brands is initiated and maintained, and that the content is published via the various channels in a consistent, balanced and readable manner as quickly and well as possible. To this end, the job involves</p>	<p>Designer</p> <p>Online Editorial Coordinator, Community Manager, Directing Editor,</p>

	<p>putting together online and/or print publications, coordinating the day-to-day process, analysing, selecting and editing the content and publishing this content.</p> <p><b>Writing Journalist B:</b> Essentially engaged, with supervision, in generating (online) content on assigned (online) media platforms (with a medium risk of damage to the publication's image). To this end, the job involves collecting information, generating content and building up and maintaining the (sources) network.</p>	<p>Content Coordinator</p> <p>(Regional) Reporter, Editing Reporter</p>
<b>E</b>	<p><b>Writing Journalist C:</b> Essentially engaged, with supervision, in generating (online) content on assigned (online) media platforms (with a medium to high risk of damage to the publication's image). To this end, the job involves collecting information, generating content and building up and maintaining a wide and extensive (sources) network.</p> <p><b>Content Manager:</b> Acts as the face of one or more brands and is responsible for monitoring the formulas in the market. To this end, the job involves representing the brand, organising the news flow, and managing the production and the formula.</p> <p><b>Manager A:</b> Is responsible for the hierarchical coaching of employees and developing and implementing the operating policy. The job involves managing a (small) local media editorial team with a heterogeneous composition, including the associated freelancers (with a level of professional and intellectual ability of secondary vocational education or higher professional education).</p>	<p>(Regional) Reporter, Editing Reporter</p> <p>Content Manager, Content Coordinator</p> <p>Editorial Team Leader, Editorial Manager, Coordinator, Head Editor</p>
<b>F</b>	<p><b>Manager B:</b> Is responsible for the hierarchical coaching of employees, developing and implementing the operating/tactical policies and preparing proposals for the strategic policy. The job involves directly managing the journalists of several local media editorial teams, including the associated freelancers (with a level of professional and intellectual ability of at least secondary vocational education or higher professional education).</p>	<p>Editorial Manager, Chief Editor</p>

*\* In het bovenstaande overzicht worden ook alternatieve functienamen gepresenteerd. Dat zijn mogelijke titels van functies waarbij de inhoud kan verschillen. Indeling in betreffende functiegroep is afhankelijk van de specifieke inhoud en niveau van de werkzaamheden (werkzaamheden, context, organisatorische positie e.d.) van de functie.*

#### 16.4 Appraisal system for the Free Local Newspaper Journalists job category

##### General

The employer may only make (the amount of) a periodic increase in the journalist's salary dependent on a performance review if the (pre)conditions of article 16.17 are met.

#### 16.5 Salary structure for the Free Local Newspaper Journalists job category

##### Salary scales for Free Local Newspaper Journalists

**1.a.** The salary structure consists of salary scales A to F and salary scales for apprentice journalists. The amounts stated are monthly salaries in euros and based on a normal number of working hours of an average of 38 hours per week. Salary scales A to F correspond to job level groups A to F.

**b.** The salaries and salary scales are adjusted as follows:  
as from 1 January 2024: €160 and after that 2% on a permanent basis  
as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

##### Monthly salaries with effect from 1 January 2024 (amounts in €)

Scale	Minimum	Maximum	Standard increment
A	2,286.06	3,030.95	3%
B	2,434.66	3,274.68	3%
C	2,616.37	3,554.71	3%
D	2,837.16	3,893.87	3%
E	3,104.56	4,304.26	3%
F	3,428.12	4,975.20	3%

\* The standard increment is 3% of the mid level of the salary scale

##### Apprentice scales

**first apprenticeship year 2,201.94\*\***  
**second apprenticeship year 2,201.94\*\***  
**third apprenticeship year 2,248.22**

\* €1,874.47 has been corrected based on the statutory minimum wage of €2,201.94 per month (€13.27 per hour)  
 \*\* €2,061.74 has been corrected based on the statutory minimum wage of €2,201.94 per month (€13.27 per hour)  
 \*\*\* Correct based on statutory monthly minimum wage of €2,269.97 (€13.68 per hour) as of 01/07/2024  
 \*\* The statutory minimum wage is calculated as follows. €13.27 \* 7.6 hours \* 262 workable days / 12 months (up to 01/07/2024)  
 \*\* The statutory minimum wage is calculated as follows. €13.68 \* 7.6 hours \* 262 workable days / 12 months (from 01/07/2024)

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee's total number of working hours in that calendar year.

**Monthly salaries with effect from 1 January 2025 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
A	2,401.56	3,157.61	3%
B	2,552.38	3,405.00	3%
C	2,736.82	3,689.23	3%
D	2,960.92	4,033.48	3%
E	3,232.33	4,450.02	3%
F	3,560.74	5,131.03	3%

\* The standard increment is 3% of the mid level of the salary scale

**Apprentice scales**

**first apprenticeship year 2,269.97\*\***  
**second apprenticeship year 2,269.97\*\***  
**third apprenticeship year 2,363.15**

\* €1,983.79 has been corrected based on the statutory minimum wage of €2,269.97 per month (€13.68 per hour)  
 \*\* €2,173.84 has been corrected based on the statutory minimum wage of €2,269.97 per month (€13.68 per hour)  
 \*\* The statutory minimum wage is calculated as follows. €13.68 \* 7.6 hours \* 262 workable days / 12 months (from 01/07/2024)

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee's total number of working hours in that calendar year.

*Normal number of working hours*

2. The normal number of working hours for journalists is 38 hours per week.

*Classifying apprentice journalists/newcomers*

3. The apprentice journalist/newcomer is paid for the duration of the apprenticeship (maximum of 3 years) based on the apprenticeship scales.

NB: article 16.5 paragraph 1 and article 16.7 paragraph 3

*Classification of School of Journalism graduates*

4. The journalist who has graduated from a school of journalism receives a minimum salary that is at least equal to the entry-level salary of scale B, plus one periodic increase.

**16.6 Allowances**

*Allowance for working irregular hours*

1. In addition to the entitlement in case of excessive working hours, the journalist is entitled to an allowance of 3% of the monthly salary if work is carried out on behalf of the manager within one month:
  - a. outside the journalist's usual work schedule, and
  - b. for at least two consecutive hours on at least one Sunday and/or
  - c. during at least three evenings after 19:00 in one week.

*Individual allowance in the event of demotion*

2. If the job level is lowered, the journalist receives an individual allowance so that their income remains unchanged.

## **16.7 Appointment and dismissal**

*Appointment of the journalist*

1. The journalist shall be appointed by the management in writing in consultation with and on the recommendation of the editor-in-chief.

*Principles and/or character of the free local newspaper*

2. The journalist who is going to perform work for a specific magazine will, if expressly bound to it, receive a description of the principles or nature of the magazine in the written appointment.

*Term of employment contract with an apprentice journalist*

3. The apprentice journalist receives an employment contract for the duration of the training. The training will take a maximum of three years.

*Dismissal only after consultation with the editor-in-chief*

4. The journalist cannot be dismissed until the management has consulted with the editor-in-chief, except in cases of summary dismissal (urgent reason) where consultation with the editor-in-chief or their deputy cannot take place at short notice.

## **16.8 Five-day working week**

A 5-day working week has two consecutive days off, preferably on the weekend, which are not preceded or followed by a night shift.

The journalist is entitled to:

- a. an uninterrupted rest period of 36 hours over a consecutive period of 7 x 24 hours, or
- b. an uninterrupted rest period of 72 hours over a consecutive period of 14 x 24 hours.

The rest period may be split up into uninterrupted periods of at least 32 hours each.

## **16.9 Excessive working hours**

*Excessive working hours*

1. A journalist who works more than 152 hours over a consecutive period of four weeks is considered to work excessive hours. The manager and the journalist will try to prevent excessive working hours as much as possible.

To determine excessive working hours, 7.6 hours will be deducted per day:

- a. holiday leave;
- b. public holidays;
- c. special leave days;
- d. compensation days under this article;
- e. sick leave.

Any compensation that has been established will not lapse in the event of illness.

**NB:** article 5.6 and article 16.9 paragraph 3

*Compensation in the form of time*

**2.** Excessive working hours will be compensated through paid time off in lieu (full or half days) within 13 weeks after the four-week period during which the excessive working hours were worked. The journalist determines the use of the compensated time, unless the manager submits a written objection based on business interests.

*Discussion by editorial consultative board*

**3.** Regular excessive working hours will be discussed in editorial meetings.

NB: article 16.15

## 16.10 Additional time off for the Free Local Newspaper Journalists job category

*Holidays*

In addition to article 5.4 of this collective labour agreement, the journalist who has been appointed as a free local newspaper journalist with a full-time employment contract is entitled to, on top of the entitlements specified in article 5.4 paragraph 1 under 3 to 8:

Type of leave	Number of days	Value	To be added to
<b>1.</b> Statutory	20 NB: is the same as in article 5.4 paragraph 1 under 1	N/A	leave card
<b>2.</b> Over and above the statutory minimum	4 NB: is the same as in article 5.4 paragraph 1 under 1	1.6% of gross annual salary	À la carte budget
<b>3.</b> Additional leave over and above the statutory minimum	1 per calendar year	N/A	leave card
<b>4.</b> Additional leave over and above the statutory minimum for journalists whose jobs requires them to work significantly irregular working hours.	3 per calendar year	N/A	leave card
<b>5.</b> Age-related day of leave if the employee will reach the age of fifty in the year for holiday leave calculation purposes.	1 working day per calendar year	N/A	leave card
<b>6.</b> Age-related day of leave if the employee will reach the age of fifty-five in the year for holiday leave calculation purposes.	2 working days per calendar year	N/A	leave card

## 16.11 Top-up for benefits under the Work and Income (Capacity for Work) Act

A journalist who has become completely occupationally disabled within a period of 10 years prior to their state pension age and who has worked as a journalist for free local newspapers for at least 10 years is entitled to a benefit top-up from the employer until they reach their state pension age that will top up their benefits under the Work and Income (Capacity for Work) Act (IVA) to 90% of their last-earned net salary but not beyond the maximum benefit level (IVA daily wage).

## 16.12 Reorganisation

*Duty to inform when intending to reorganise*

**1.** The management informs the works council at the earliest possible stage (company-specific consultative body) and consults the trade union concerned about a proposed decision that will lead to a reduction in jobs that will lead to redundancies and/or a change in the legal position of the journalist. The information provided will be treated confidentially until the management, after prior notification to the editor(s) and trade union(s), makes the decision public.

This article also applies to proposed decisions to:

- a. merge/collaborate with another company; or
- b. proceed to the liquidation or closure of the independent free local newspaper; or
- c. transfer ownership rights with respect to the free local newspaper; or



d. relocate the company to another place of business.

**NB:** article 25 (Works Councils Act, WOR)

*Redundancy scheme*

**2.** The management consults the Dutch journalists’ association (NVJ) in the event of a major change to the legal position of journalists and deals with the consequences of this in a redundancy scheme to be agreed with NVJ. NVJ will inform the other trade union(s).

*Composition of the editorial team*

**3.** After the management has decided to proceed to a reorganisation, the composition of the editorial team can only be changed after consulting the editor-in-chief.

*Promoting compliance with the collective labour agreement in the event of a transfer of company*

**4.** The publisher is obliged, in the agreement to transfer the company or publication, to the extent legally possible, to ensure that the acquiring company applies the collective labour agreement for the Publishing Industry unchanged for the employees (journalists) who continue to work for the company or publication.

**16.13 Dismissal due to reorganisation**

Duration and amount of the top-up after dismissal due to reorganisation, the unemployment benefit* will be topped up to a maximum of once the wage for income tax and social security contribution calculation purposes		
Situation on the date of dismissal	duration	top-up
Younger than 40 years and under 10 years of service	60% of the period during which they are entitled to unemployment benefits	1 <sup>st</sup> six months top-up to 95% After that, 80% of the last-earned gross salary.
40 years or older but under 50 and under 10 years of service	80% of the period during which they are entitled to unemployment benefits	1 <sup>st</sup> six months top-up to 95% After that, 80% of the last-earned gross salary.
50 years and old or at least 10 years of service	The entire period of unemployment benefit entitlement	1 <sup>st</sup> six months top-up to 95% After that, 80% of the last-earned gross salary.
To calculate the top-up, the last-earned gross salary is increased by the successive collective increases in the salary scale in which the journalist was classified. The top-up will be deducted from the statutory transitional allowance, as per the decree of 23 April 2015, Dutch Bulletin of Acts and Decrees 2015, 171 (Decree on conditions re. deducting costs from transition payment ( <i>Besluit voorwaarden in mindering brengen kosten op transitievergoeding</i> )).		

\* Unemployment benefits are the benefit in the country where the employee is eligible for benefits and will be a period of at least 6 months.

**16.14 Deputising for the editor-in-chief**

In the absence of the editor-in-chief, the publisher can designate a deputy after consulting with the editorial team. If deputising for the editor-in-chief is needed for longer than six weeks, the publisher will appoint a deputy.

Deputising for/ in case of	pay	benefits
Editor-in-chief Full-time deputising	A reasonable extra allowance that will be at least half the difference in salary between the editor-in-chief concerned and the deputy.	
Deputising for editor-in-chief in some duties	Reasonable compensation in proportion to the allowance mentioned above.	the deputising entails significant additional work and additional responsibility.

Leave/illness/vacancy or leaving the company 1 <sup>st</sup> six weeks.	The journalist is obliged to cover the work of colleagues who are absent for six weeks without compensation.	
After six weeks	If the deputising lasted longer than six weeks, the deputy journalist, in addition to their normal duties, is entitled to reasonable compensation for the remaining time of deputising.	an important part of the absent journalist's work is covered and there is no prospect of it ending soon.

### 16.15 Editorial consultative board

#### *General*

**1.** In addition to the consultation situations mentioned in the collective labour agreement, the publisher and management regularly consult with the editorial representatives about the editorial and other substantive aspects of the periodical(s) or publication(s).

#### *Editorial consultative board*

**2.a.** The publisher provides the editors with insight into the existing market policy and consults with the editors about the editorial format for the periodical(s) or publication(s) and then adopts it.

News and advertisements are clearly separate for readers (reader letters and advertorials).

The editorial team aims for an editorial policy that is based on both the structure and character of the free local newspaper and news of which 'news with a commercial slant' can be part.

**b.** The publisher and editorial team consult at least twice a year about:

- application of the collective labour agreement;
  - journalists' working conditions;
  - appraisal system and/or (annual) evaluation;
- and possibly:
- editorial policy (paragraph 1);
  - news with a commercial slant;
  - editorial budget, if adopted.

**c.** An editorial team made up of over five journalists will establish the following with the publisher:

- the persons taking part in the meetings on behalf of the editorial team;
- agenda and minutes of the meetings.

**d.** Appointing the editorial team management\* and/or relocating the editorial team will only take place after timely consultations with the editorial team or its representatives.

**e.** The intention to introduce appraisal-based remuneration is discussed by the publisher with the editorial team before the publisher submits a request for approval to the works council.

The publisher asks the works council to discuss the request for approval with the editorial team before responding to the request for approval.

**NB:** article 27 paragraph 1 under c of the Works Councils Act

\* Editorial team management is the editor-in-chief, the deputy editor-in-chief, or the journalist charged with the general management of the editorial team.

#### *Consultation between the management of the editorial team and commercial management*

**3.** The publisher and editorial management will discuss:

- a. the topics listed in paragraph 2 on a regular basis;
- b. reorganisation plans;
- c. topics that directly influence essential changes to the editorial format.

**NB:** article 16.14 and article 16.15

## 16.16 Other use

### *Other use*

1. The journalist may refuse consent for the use of their work for publications other than those for which the journalist has been appointed in the following cases:
  - a. for reasons of principle related to the journalistic character, nature or direction of the publication; or
  - b. when the content of the journalist's work has been significantly changed or adapted; or
  - c. when the journalist does not receive reasonable compensation for this; or
  - d. for advertising purposes.

### *Urgent situations*

2. If the management offers the journalist reasonable compensation and cannot reasonably know or suspect that the journalist will raise an objection in principle regarding the nature or direction of the publication, the employer will not require the journalist's prior permission in urgent situations.

### *Benchmark for reasonable compensation*

3. Reasonable compensation for other use is equal to the compensation that is customary in the company, provided that this does not deviate too much from the use in other free local newspaper companies.

## 16.17 Appraisal system for the Free Local Newspaper Journalists job category

1. The employer may only make (the amount of) a periodic increase of the journalist's salary dependent on an appraisal if the (pre)conditions of this article are met.
2. The appraisal system tracks the development of the journalist's skills, attitude and results and determines the remuneration. Remuneration is not dependent on the company results.
3. The use of an appraisal system is voluntary. As long as there is no appraisal system that meets the minimum conditions in this article or no performance review interview has taken place, the journalist will receive an annual standard salary increase of 1 increment until the maximum of their salary scale has been reached.

### *Job description / job profiles*

4. An appraisal system is based on job descriptions that are classified in the salary scales in this chapter based on the reference jobs and job level groups. In coordination with the editorial consultative board, the job descriptions can be prepared for assessment as long as this is Specific, Measurable, Acceptable, Realistic, Time-bound (SMART) and clear.

### *Interviews*

5. In principle, the appraisal system has an annual cycle that takes place in twelve calendar months. There shall be a logical connection between the start and end dates of this annual cycle and the date when the annual periodic increase is awarded.

Type of interview	Content/ purpose
1. <u>Planning interview</u> (this may follow directly on from the job performance interview)	Setting the goals the journalist will have to achieve this year through mutual agreement in this interview and/or the form in which their performance will have to improve will be agreed between the parties.
2. <u>Job performance interview</u> (possibly preceding the planning interview)	Determining if and to what extent the journalist's job profile and possibly their classification needs to be adjusted and how the journalist can further develop in the context of their medium-term career planning. This is also when the general performance of the journalist and of the department / organisation is discussed in broad terms.
3. <u>Appraisal interview</u>	The evaluation of the goals and/or improvements to be achieved is discussed and adopted.

<b>4. Progress interview</b>	<p>The manager will schedule a progress meeting at least three months prior to an appraisal:</p> <ul style="list-style-type: none"> <li>a. when the manager has doubts about the granting of a (minimum) periodic increase; or</li> <li>b. when the last appraisal was negative.</li> </ul> <p>The results and agreements of the progress meeting are recorded in writing, shared with the journalist, and signed for approval.</p>
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*Basis for the appraisal*

**6.** The direct manager appraises the journalist on the following basis after obtaining information from the functional manager if the work takes place (to a large extent) outside the direct manager’s field of vision:

- a. the job description; and
- b. (SMART) agreements made during the planning interview; and
- c. formulated objectives from the job description.

The final appraisal states whether and which functional manager was consulted.

*Appraisal and compensation*

**7.** The appraisal system should use the ‘five point scale’. It must be clear which appraisal classification, if any, is given at which period.

**a.** Definitions of the 5 point scale & application of appraisal levels

<b>Point scale</b>	<b>Performance of the person involved compared to the agreement made at the start of the year</b>	<b>Result</b>
Excellent	Journalist performs well above all set targets	+ 2 periodic increases
Very good	Journalists exceeds most of the targets	+ 1.5 periodic increases
Good	Journalist has attained the targets in full	+ 1 periodic increase
Poor	Journalist has not attained the targets in full	+ 0.5 periodic increase
Insufficient	Journalist has not attained the targets	No periodic increase

**b.** The management can award a journalist who has reached the maximum of their scale and performs very well or excellently an additional periodic increase or a bonus.

**c.** The manager can convert an unsatisfactory appraisal into a fair or good one with an associated reward (result) if the journalist achieves the set goals after all.

**d.** In the event of a negative appraisal, the manager will draw up an improvement plan with concrete agreements, possibly including additional training.

If the improvement plan does not lead to a positive appraisal, a job change can be agreed. To the extent that another job has a lower salary, a gradual transition will be agreed. Journalists who have been employed for 20 years or longer and/or are older than 50 will retain the difference between the old and the new salary as a ‘retention allowance’. A collective labour agreement wage increase will not be applied to this allowance.

*Maximum of the scale*

**8.** The following is discussed in a job performance interview with a journalist who has already reached the scale maximum:

- a. is the job description still up to date and does an update lead to a new classification of the job level/salary scale?
- b. the (practical) possibility to take a job, within or outside the editorial team or elsewhere, with a higher job level/salary scale.

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## CHAPTER 17 Newspaper Publishing Graphic Workers job category

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### 17.1 Scope

Any future changes to this chapter will be submitted by the trade unions concerned exclusively to the organised employees referred to in article 17.1 paragraph 1, whose job has been classified into the job category Newspaper Publishing Graphic Workers of the employers referred to in that same article. The terms of employment of employees in this job category are exclusively laid down in the Collective Labour Agreement for the Publishing Industry.

#### *Employer and employee*

1. The provisions of this chapter apply to the following employers: i) DPG Media BV, ii) Mediahuis Nederland Drukkerij BV, iii) Regio Distri BV, iv) NDC Mediagroep BV, v) Friesch Dagblad BV and vi) NDC grafisch bedrijf BV, and the employees employed by these employers whose job has been classified into the job category Newspaper Publishing Graphic Workers.

The parties to the collective labour agreement agree to make name changes, provided that the SBI code and the nature of the activities do not materially change.

These job category-specific provisions apply in addition to or, if indicated, in derogation of the provisions of the basic provisions of this collective labour agreement.

#### *Non-applicable articles in the collective labour agreement*

2. The following provisions of the collective labour agreement do not apply to the employee as referred to in this chapter:

- Article 4.8 Extended working hours allowance
- Article 4.9 Compensation of overtime hours for employees in full-time employment
- Article 4.10 Compensation of extra hours and overtime for employees in part-time employment
- Article 8.4 Pension

### 17.2 Job classification system

#### *Job classification instrument for Newspaper Publishing Graphic Workers*

1. The job classification system for Newspaper Publishing Graphic Workers (NPG) is a recognised job classification instrument in the form of a job level matrix, consisting of job level groups A to K. The classification instrument is based on the Graphic Media job classification Handbook - Netherlands Government Gazette 2012, no. 17097, 21 September 2012 - with the procedures and rules of the game described therein. The

Graphic Media job classification Handbook forms part of this chapter of the collective labour agreement. The jobs shown in the job level groups are reference jobs.

#### *Job levels and salary scales*

**2.** Each position is placed in a job level and a salary scale is linked to each job level. For the fixed salary, there are eleven salary scales with corresponding hourly wages: scale A to K. Each salary scale has a minimum and a maximum hourly wage, and a possible entry-level. The entry-level scale applies if the employee is not yet able to fulfil all the tasks of his position.

For entry-level scales A to F, the lowest possible hourly wage is the statutory gross minimum wage for employees aged 21 and older with a 36-hour working week.

### **17.3 Salary structure**

#### *Definitions*

**1.** Contrary to article 1.4 of the collective labour agreement, the following terms are used for the application of this chapter:

#### *Hourly wage*

**a.** Hourly wage: the hourly wage is the wage based on classification in one of the job scales applicable to this chapter.

#### *Actual hourly wage*

**b.** Actual hourly wage: the actual hourly wage of the employee consists of the hourly wage based on classification in one of the job scales, including any personal allowance, unless other agreements have been made either between the employer and the employee or between the employer and employee representatives in the context of BETSY as laid down in the collective labour agreement. The hourly wage does not include:

- an allowance based on the clock hour matrix;
- an allowance for extra hours;
- holiday allowance;
- one-off gross payment;
- other payments and allowances.

#### *Personal allowance*

**c.** The personal allowance is the difference between the hourly wage that someone actually earns and the hourly wage based on the classification of his position in the salary table.

The personal allowance is not part of the hourly wage unless the employer and employee have made a different agreement. The personal allowance may have arisen in the past, for example, because of agreements made between the employer and employee representatives in the context of BETSY or because the employee's position has been classified lower on the basis of revaluation and whereby it has been agreed not to lower the salary. There may also be a labour market allowance, an additional increase granted above the maximum hourly wage of the salary scale, an allowance to be phased out due to a change in shift work or another reason. The nature of the personal allowance will partly determine the agreement between the employer and employee whether or not to count it as part of the hourly wage.

#### *Monthly salary*

**d.** The gross monthly salary is calculated as follows: 4 x the average number of working hours per week x 13 : 12 x the hourly wage. If applicable, the personal allowance and allowance in accordance with the clock hours matrix will be added to the monthly salary.

#### *Annual salary*

**e.** The gross annual salary is 12 times the monthly salary, including holiday allowance (article 4.11) and annual bonus (article 17.4.5).

**Salary scales**

**2.** The salary scales are shown in hourly wages and as monthly salaries, calculated in accordance with article 17.3 under d. and expressed in euros. The basic number of working hours of 36 hours per week have been taken as the basis for calculation.

**a.** The salaries and salary scales can be adjusted as follows:

as from 1 January 2024: €160 and after that 2% on a permanent basis

as from 1 January 2025: € 80 and after that 1.5% on a permanent basis

Hourly wages as of 1 January 2024 (amounts in €)			
Job level	Entry-level from	Minimum hourly wage	Maximum hourly wage
A	SMW	13.60*	15.20
B	SMW	14.07	15.98
C	SMW	14.67	16.93
D	SMW	15.28	17.93
E	SMW	15.96	19.08
F	SMW	16.83	20.56
G	13.97	17.74	22.31
H	14.92	18.98	24.75
I	16.06	20.49	27.72
J	19.27	22.55	31.67
K	21.51	25.21	36.69

Monthly salaries with effect from 1 January 2024 (amounts in €)			
Job level	Entry-level from	Minimum monthly wage	Maximum monthly wage
A	SMW	2121.98*	2370.61
B	SMW	2194.22	2493.24
C	SMW	2288.29	2641.08
D	SMW	2384.05	2797.31
E	SMW	2489.88	2977.06
F	SMW	2625.96	3207.21
G	2179.10	2767.07	3481.03
H	2326.93	2960.26	3860.69
I	2505.00	3197.13	4324.35
J	3005.62	3517.99	4940.88

\* Correct to statutory minimum monthly wage of €2,150.50 (€13.68 per hour) as of 01/07/2024.

\* The statutory minimum wage is calculated as follows from 1 July 2024. €13.68 \* 7.2 hours \* 262 workable days / 12 months (from 01/07/2024)

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee’s total number of working hours in that calendar year.

Hourly wages as of 1 January 2025 (amounts in €)			
Job level	Entry-level from	Minimum hourly wage	Maximum hourly wage
A	SMW	14.33	15.94
B	SMW	14.80	16.74
C	SMW	15.41	17.70
D	SMW	16.03	18.72
E	SMW	16.72	19.89
F	SMW	17.61	21.39
G	14.70	18.52	23.17
H	15.66	19.78	25.64
I	16.82	21.32	28.66
J	20.08	23.41	32.67
K	22.35	26.11	37.76

Monthly salaries with effect from 1 January 2025 (amounts in €)			
Job level	Entry-level from	Minimum monthly wage	Maximum monthly wage
A	SMW	2235.01	2487.37
B	SMW	2308.33	2611.84
C	SMW	2403.82	2761.89
D	SMW	2501.01	2920.47
E	SMW	2608.43	3102.91
F	SMW	2746.55	3336.52
G	2292.99	2889.78	3614.45
H	2443.04	3085.86	3999.81
I	2623.78	3326.28	4470.42
J	3131.90	3651.96	5096.19
K	3486.57	4072.12	5890.78

If the salary in the salary scales is lower than the statutory minimum wage, the statutory minimum wage applies. The individual employee is paid at least the minimum hourly wage that applies in the relevant period over the average number of working hours in the relevant month, derived from the individual employee’s total number of working hours in that calendar year.

## 17.4 Salary

### *Remuneration upon appointment*

1. In addition to the provisions of article 4.2 paragraph 1 of the collective labour agreement, the employee receives an hourly wage within the salary scale that corresponds to his position.

### *Entry-level scales*

2. Employees who do not yet fulfil all tasks within their position may be temporarily placed in an entry-level scale. In that case, a development and/or training process is established and a timeline for the growth to the (minimum) hourly wage that actually belongs to the position. If no timeline is established for growth, the hourly wage will increase by 10% in January and July each year compared to the previous hourly wage the employee earned in the entry-level step.

### *Statutory minimum (youth) wage*

3. People who are hired who fall under the target group of the Dutch Participation Act (*Participatiewet*) may be paid in accordance with the Statutory Minimum (youth) Wage (SMW). The target group of the Dutch Participation Act (*Participatiewet*) includes:

- People who fall under the Dutch Participation Act (*Participatiewet*) and who cannot earn a statutory minimum wage (SMW).
- People with an indication under the Dutch Sheltered Employment Act (*Wet sociale werkvoorziening (Wsw)*).
- Persons receiving benefits under the Dutch Work and Employment Support (Young Disabled Persons) Act (*Wet arbeidsongeschiktheidsvoorziening jonggehandicapten*) with labour capacity.
- People with a job pursuant to the Dutch Jobseekers Employment Act (*Wet inschakeling werkzoekenden (WIW)*) or a job pursuant to the Dutch Entry-Level and Step-Up Jobs Decree (*Besluit In- en doorstroombanen*) (so-called ID-job).
- People with a medical disability that arose before their 18th birthday or while studying, who cannot earn a statutory minimum wage without provisions.

As soon as employees no longer belong to the target group of the Dutch Participation Act (*Participatiewet*), they will be classified in the relevant salary scale in accordance with the Graphic Media job classification Handbook. The calculation of the Statutory Minimum (youth) wage (SMW) is based on a number of working hours of 36 hours per week.

### *Periodic increase*

4. The following provisions apply in derogation from the provisions of article 4.7 of the collective labour agreement.

The hourly wage will be increased by 3% annually on 1 January until the maximum of the scale is reached.

The 3% increase with effect from 1 January only applies if the employee has been employed for more than six consecutive months before 1 January. Employees who join the company in the second half of the year will receive the first periodic increase with their salary payment after the sixth month after the date of employment and then annually with effect from January.

Contrary to this, agreements can be made at company level in consultation with the employee representatives about the periodic increases and assessment and performance systems. This system relates to the conditions and criteria for eligibility for periodic increases, linked to an assessment and performance system, and in principle applies to all employees. The Dutch Works Councils Act (*Wet op de Ondernemingsraden*) applies to the establishment of the agreements.

### *Annual bonus*

5. An employee who was already employed by the employer on 31 December 2021 is entitled to a one-off gross payment of 1% per calendar year. The basis for this payment is formed by the gross monthly salaries the employee received in the period from November last year to October of the current year and the holiday allowance received during this period and any other fixed allowances (up to a maximum of the maximum premium wage as referred to in the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*)). The payment is made with the penultimate salary payment of the calendar year. Different time



of payment may be agreed on in company-specific consultations. For employees who join and leave the company during the calendar year, the payment is calculated and paid on a pro rata basis.

*Implementation agreements BETSY*

**6.** The local agreements made in the context of the introduction of the Remuneration Structure and Allowance System (BETSY), as laid down before the date of entry into force of this chapter (01/01/2022), will be fully respected at both central and local level.

**Article 17.5 Allowances/compensation based on working hours**

*Clock hours matrix*

**1.** In principle, if the scheduled shifts of the employee fall wholly or partly outside the day shift window, allowances must be paid and the clock hours matrix shown below applies.

Tijd	Maandag	Dinsdag	Woensdag	Donderdag	Vrijdag	Zaterdag	Zondag	Tijd
00.00	75%	50%				75%	100%	14.00
06.00	25%					50%		
08.00	0%					100%		
18.00								
20.00	25%				100%	150%	19.00	
24.00	50%							

*Basis of allowance percentage*

**2.a.** The allowance percentage is calculated on the actual hourly wage and forms part of the employee’s salary. If the employee works according to a fixed schedule, the allowance is a fixed allowance per pay period. If an employee works according to a variable schedule, the allowance may differ per pay period.

**b.** The clock hour matrix does not apply to employees who independently implement their working hours or who have working time agreements at their own request. These agreements are recorded in writing. See also article 5.2 of the collective labour agreement (Flexible working).

*Matrix correction factor two-shift system*

**3.** Contrary to the provisions of article 5.1 paragraph 4 (Schedules in the event of flexible/variable working hours), the following applies. A two-shift system is a system of early and late shifts, other than night shifts, in a cycle of two consecutive weeks, in which employees alternate in shifts on at least two days a week. In addition, on Monday to Friday, the start time of the early shifts is between 06:00 and 07:00 and the late shifts end between 19:00 and 24:00.

In the case of a two-shift schedule, a matrix correction factor of 5% applies for each week in which two or more early shifts start between 06:00 and 07:00 or in which two or more late shifts end between 19:00 and 24:00. Calculated over a period of two weeks, an average matrix correction factor is created and that percentage is added to the average allowance percentage according to the clock hours matrix.

*Allowances for working more and fewer hours*

**4.** Working more or fewer hours only applies in the event of an unforeseen change in circumstances or an emergency and if, on the instructions of the employer, more or less work is carried out than in accordance with the agreed schedule.

*The value of more hours worked*

**5.** In the event of extra hours, an allowance will apply to the actual hourly wage in accordance with the matrix below.

Tijd	Maandag	Dinsdag	Woensdag	Donderdag	Vrijdag	Zaterdag	Zondag	Tijd
00.00	75%	50%				75%		
06.00	25%					50%	100%	14.00
						100%		19.00
20.00	50%						150%	
24.00								

At company level, agreements are made about the method of compensation for more and fewer hours worked.

*Six nights*

**6.** Employees who work day and night shifts, in which a series of 6 night shifts applies every other week, are entitled to 21.6 hours of extra holiday.

*Saturday*

**7.** For employees for whom the normal working hours of 36 hours in day shifts apply, compensation in the form of time of 50% is given for each hour worked in day shifts on Saturday.

*Public holidays*

**8.** Contrary to the provisions of article 5.4 paragraph 8 (Payment when working on public holidays) of the collective labour agreement, an allowance of 150% applies to working on a public holiday.

*Good Friday, 24 December and 31 December*

**9.** On Good Friday, 24 December and 31 December, working time will end no later than 16:00, unless the work does not reasonably allow this. If work is performed on Good Friday, 24 and 31 December after 16:00, insofar as the latter days do not coincide with a Sunday, the following percentages apply: 50% of the hourly wage for the hours up to 18:00 and 100% of the hourly wage for the hours from 18:00 to 24:00. If a night shift follows after 16:00, the percentages according to the clock hour matrix will apply from 22:00.

*Negative influence on salary due to structurally changed schedules*

**10.** In the event of termination or structural change of deviating shifts in a working hours scheme, in accordance with article 17.5 paragraph 1, the amount by which the actual income falls as a result will be reduced, in accordance with the following phasing out schedule. Salary increases are not granted during the phase-out period on the amount to be phased out.

Worked in deviating shifts for	Continued payment of difference in salary in months	Then reduction % per month

6 to 12 months	0	40%
13 to 24 months	2	20%
25 months to 5 years	3	10%
6 to 10 years	6	10%
11 to 15 years	6	7.75%
16 to 25 years	6	5.25%
26 years and more	6	3.7%

A part of a month or a year counts as a whole month or a full year.

#### **Article 17.6 Allowances based on job performance**

##### *Company emergency response officer*

1. An employee who is appointed as a company emergency response officer and who functions as such, receives an allowance. Agreements are made at company level about the amount of this allowance.

##### *Practical trainer*

2. If an officer who has the relevant qualifications and who is appointed as a practical trainer in the practical training agreement, is temporarily deployed to instruct and supervise employees in training, a gross allowance per pay period will apply during this period. Agreements are made at company level about the amount of this allowance.

#### **Article 17.7 Night shift**

Per period of 13 consecutive weeks, employees can work the night shift a maximum of 42 times, while per period of 52 consecutive weeks, they can work the night shift a maximum of 140 times.

#### **Article 17.8 Additional time off scheme**

##### *Job level H or higher: allowances or additional time off*

1. In the individual employment contract of an employee in job level H or higher, it can be stipulated that the provision regarding the application of allowances for working more or fewer hours (article 17.5 paragraph 4) does not apply to him and that instead, he is given three extra holidays (when in full-time employment). In the latter case, in accordance with the provisions of article 5.4 paragraph 4 of the collective labour agreement, the employer can, in company-specific consultations, add all or some of the value of these days to the à la carte budget.

##### *Conversion of old entitlements into supra-statutory holiday entitlements*

2. An employee who had an enforced right on 1 January 2016 and was on that date thus entitled to supra-statutory extra holidays of a maximum of 3 days for shift work and/or a maximum of 3 days for the length of employment and/or 1 day for the age of 50 and older, retains these rights in the form of scheduled days off that are scheduled annually in consultation with the employee. If these days are not scheduled, they will expire at the end of the calendar year. If the employer does not take the initiative to schedule these days, these days will not expire at the end of the calendar year. Employees who did not yet have an enforced right on 1 January 2016 will not be entitled to any rights under this article.

#### **Article 17.9 Reduction of working hours scheme**

##### *Reduction of working hours older employees*

1. Agreements about reduction of working hours for older employees are made on a voluntary basis. This is the joint responsibility of the employer and the employee. Examples of important factors in this respect are personal circumstances and/or the company situation. Contrary to article 5.3, the scheme of this article applies. The parties to the collective labour agreement agree that the deviating content, application and scope of this scheme will remain the subject of discussion.

- a.** During the five-year period before he reaches the statutory retirement age, the employee is entitled to a maximum of work at 80%, receive 90% salary and continue pension accrual for 100% and during the remaining period until statutory retirement age, he is entitled to work 80%, receive 85% salary and continue pension accrual for 100%. It concerns 90% and 85% of the wage respectively (excluding any allowance under collective labour agreement article 17.5) he would have earned if he would still be working his normal number of working hours (as was the case before the start of the scheme). An employer can only refuse a request from an employee for a reduction of working hours on the basis of substantial factors.
- b.** Instead of the scheme referred to in 17.9.1 under a., the employer and employee can on a mutually voluntary basis agree on another variant of the reduction of working hours scheme for older employees. Mutually voluntary means that both the employer and employee can refuse a request with a motivated rejection. The agreed scheme will not incept before the five-year period before the employee reaches the statutory retirement age. In addition, the employee continues to work for at least 50% of his usual working hours, the pension accrual is continued for 100% and the wage is set at 100% (excluding any allowance pursuant to collective labour agreement article 17.5) minus half of the reduction in working hours. For example, the options to be agreed on can include the following variations: 50/75/100, 60/80/100, 80/90/100.
- c.** If agreements are made between employer and employee about a reduction of working hours whereby the employee continues to work less than 80% of his usual working hours, the employee is not permitted to perform other paid activities in the time thus freed up, either as an employee or as a self-employed person.
- d.** The accrual of statutory, supra-statutory and supra-statutory extra holiday hours and scheduled time off is adjusted in proportion to the actual number of working hours.
- e.** Parties to the collective labour agreement will endeavour to recruit new employees for the time freed up.
- f.** Collective labour agreement articles 17.9.1 and 17.9.1a also apply to employees who started using the reduction of working hours scheme for older employees in the Graphic Media Collective Labour Agreement 2018-2021 on or after 1 February 2019. With regard to employees who already make use of a reduction of working hours scheme before this date, the scheme as determined in the Graphic Media Collective Labour Agreement 2015-2018 will remain in force.

#### *Contribution financial advice*

**1 a.** An employee who has no more than six years to go until his presumed statutory retirement age is entitled to a one-off compensation up to a maximum amount of 600 euros excluding VAT for an individual advice process, including individual calculations that provide insight into his financial situation and future possibilities. The aim of this is that the employee makes a conscious choice whether or not to make use of a reduction in working hours and/or full or partial early retirement. The individual advice process, including the associated individual calculations, is realised by an independent agency to be designated by representatives of employers and employees or by an equivalent agency. The allowance is paid by the employer, after submission of an invoice. The right to the allowance is a one-off. If the employee has exercised this right and he enters into employment with another employer, the employee is not entitled to the allowance again.

#### *Reduction of working hours to complete a course*

**2.** If the employer and employee have reached agreement on a reduction in working hours with the aim of enabling the employee to complete a course, the following right applies for a maximum of 26 weeks:

- work at 80%, receive 85% salary and continue pension accrual for 100% for an employee who is no more than 10 years removed from the first day of the month in which he receives his old-age pension.

- work at 80%, receive 85% salary and continue pension accrual for 85% of the wages of an employee who is more than 10 years removed from the first day of the month in which he receives his old-age pension.

The right to a reduction in working hours to complete a course can only be invoked once during the term of the collective labour agreement.

#### **Article 17.10 Illness and occupational disability**

##### *Pension accrual in the first and second year of illness*

1. The following provisions apply in addition to the provisions of article 8.1 of the collective labour agreement. The pension accrual is continued unchanged during the first two years of illness. The calculation of the pension accrual is based on a (fictitious) pensionable salary equal to 100%. The full pension premium with the usual employer/employee division is due on that (fictitious) pensionable salary.

##### *Disability Pension Scheme for the Publishing Industry*

2. The Disability Pension Scheme for the Publishing Industry as stipulated in article 8.2 applies.

##### *Restriction of entitlement to a benefit top-up on the basis of occupational disability*

3. Without prejudice to the legal possibilities for sanctions, entitlement to a benefit top-up under articles 8.1 and 8.3 lapses if:

- a. The employee does not cooperate or does not cooperate sufficiently with their own recovery, resumption of work or reintegration without sound reason, which in any case includes failure to comply with the obligations as referred to in article 7:660a of the Dutch Civil Code;
- b. The employee does not cooperate with recourse against third-party liability;
- c. The occupational disability is the result of not using the protective equipment present;
- d. The occupational disability is the result of taking irresponsible risks (intention, gross negligence).

4. When determining whether there is a situation as referred to in paragraphs 3 a. to d., the employer will ask the occupational health and safety physician for his opinion.

5. Sanction cuts do not need to be supplemented.

##### *Employment incentives in the event of illness*

6. Local agreements are made between the employer and employee about employment incentives in the event of illness. Within the package of measures to be developed in the context of the volume policy for occupational disability by the parties to the collective labour agreement, the personal involvement and responsibility of the employee will be given a balanced content, among other things by:

- providing the employee with information about possible risks and the measures taken in that regard;
- setting up training programmes where necessary; all this in consultation with the expert working conditions service and on the basis of a risk analysis;
- including the employee's obligation to implement the agreed measures, including the use of protective equipment made available by the employer and participating in training programmes;
- making agreements about positive and/or negative employment incentives, which may relate to all employment conditions to be valued in money. The right to wages in the event of occupational disability remains unaffected, as laid down in the collective labour agreement.

The scheme with regard to employment incentives is not applied if the illness is caused by an industrial accident, unless in the event of fault or gross negligence on the part of the employee concerned.

#### **Article 17.11 Pension**

1. The following provisions apply in derogation from the provisions of article 8.4 of the collective labour agreement. The pension scheme of the PGB pension fund, which applies to employees at the time of entry into force of this chapter, will also continue to apply to these employees after entry into force. Employers will make the appropriate agreements with the PGB pension fund.

**2.** In company-specific consultations, it may be decided in agreement with the Works Council to include the employees in the pension scheme applicable to the company, provided that this pension scheme as a whole is not less favourable than the scheme of PGB pension fund.

**Article 17.12    Early retirement scheme**

For employees in physically demanding jobs - in accordance with the existing Graphic Media Early retirement scheme, which is in force until 31 December 2025, and who fall under this chapter of the collective labour agreement as of 1 January 2022 - an equivalent provision has been agreed on at the request of the employee, and insofar as the under the conditions in the aforementioned scheme, whereby existing rights as described in that scheme are retained. This provision also applies to employees who enter employment after 1 January 2022, who are covered by the Collective Labour Agreement for the Publishing Industry and who have a continuous employment history in the graphics sector.

## IV. SECTOR-SPECIFIC AGREEMENTS

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### CHAPTER 18 Administration of, supervision of and compliance with the collective labour agreement

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- 

#### **18.1 Stichting Bedrijfstakbureau voor het Uitgeverijbedrijf (BU)**

##### *Bedrijfstakbureau*

**1.** The Stichting Bedrijfstakbureau voor het Uitgeverijbedrijf (Industry Agency for the Publishing Industry) (BU) implements (collective labour agreement) arrangements that parties to the collective labour agreement, or funds and/or foundations set up by them, have made for the social sector policy in the publishing sector.

##### Correspondence address:

Hogehilweg 6  
1101 CC Amsterdam  
info@bedrijfstakbureau.nl

##### *Contribution*

**2.a.** From 1 January 2024, the employer must pay Bedrijfstakbureau a contribution of 0.027% of the uncapped uniform salary of the previous calendar year.

**b.** The contribution is collected on behalf of Bedrijfstakbureau by Mediafederatie (address of Mediafederatie: Hogehilweg 6, 1101 CC Amsterdam)

##### *Annual survey of salary details and employee numbers*

**3.** Every year, in January, the employer provides Mediafederatie with a statement of:

- a. SBI code; and
- b. payroll data (uniform wage); and
- c. number of employees per collective labour agreement code.

#### **18.2 Supervision and Compliance Committee / Administration Board**

##### *Supervision and Compliance Committee / Administration Board*

**1.** The parties to the collective labour agreement have established a Supervision and Compliance Committee / Administration Board tasked with:

- a. assessing, granting or rejecting requests for dispensation (deviation/exemption) from collective labour agreement articles;
- b. interpreting articles of the collective labour agreement; and
- c. assessing disputes as regards application of the collective labour agreement and local agreements based on it;
- d. assessing the scope; and
- e. issuing advice to parties to the collective labour agreement on request.

For non-journalistic job groups, the Committee acts under the name of 'Supervision and Compliance Committee' (committee).

For journalistic job groups, the Commission acts under the name 'Administration Board' (board).

Correspondence address:

Hogehilweg 6  
1101 CC Amsterdam

*Dispensation*

**2.a.** The committee/board is authorised to allow deviations and exemptions from collective labour agreement articles:

1. in individual exceptional cases; and
2. either on special conditions or not; and
3. for a certain period (maximum of 5 years).

**b.** 'Individual exceptional cases' means that there are special circumstances or a situation that (temporarily) deviates so much from what is customary in the industry that the employer cannot reasonably be expected to apply the collective labour agreement article in full or in part.

**c.** In addition to this article, requests for dispensation from the following collective labour agreement topics are also assessed against:

1. Disability Pension Scheme of the Publishing Industry Disability Provision Foundation - article 8.2 paragraph 5;
2. Pension - article 8.4 paragraph 7.

**d.** An application for dispensation must be submitted in writing to the secretarial office of the committee/board.

The application must at least contain the following information:

1. the applicant's name, address and email address; and
2. date of application; and
3. the applicant's signature; and
4. a description of the requested deviation/exemption from (the) collective labour agreement article(s); and
5. the reasons for the application.

**e.** The applicant will receive confirmation of receipt from the committee/board within 2 weeks and an explanation of the procedure and term for the substantive handling of the dispensation request.

**f.** The applicant must provide further information or documents at the request of the committee/board. The substantive processing of the application for dispensation will be postponed until the requested information has been provided.

**g.** The applicant will be given the opportunity to provide a verbal explanation of the application for dispensation before the committee/board makes a decision.

**h.** The applicant will receive a written decision, stating reasons, from the committee/board within 6 weeks after the start of the substantive handling of the application for dispensation.

*Interpretation*

**3.** The committee/board will provide explanations to collective labour agreement articles upon request.

*Disputes as regards application of the collective labour agreement and local agreements based on the collective labour agreement*

**4.** The committee/board is authorised to:

- assess disputes about (compliance with) collective labour agreement articles or local agreements made on the basis of the collective labour agreement and to provide a binding opinion at the request of both parties.

The committee/board will not be authorised to deal with:

- qualification of an employment relationship;
- termination of the employment contract;



- determination of compensation;
- implementation of collective labour agreement funds.

*Assessment of scope*

**5.** Upon request, the committee/board advises the parties to the collective labour agreement on whether a company falls within the scope of the collective labour agreement for the Publishing Industry.

*Other cases*

**6.** Upon request, the committee/board advises the parties to the collective labour agreement parties on matters that are not provided for in the collective labour agreement for the Publishing Industry.

*Rules of procedure*

**7.** The composition and working method of the committee/board are included in rules of procedure (Annex 3 to this collective labour agreement).

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## CHAPTER 19 Trade union facilities and employer's share

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<b>19.7</b>	<b>Payment / transfer of trade union membership fees</b>

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### 19.1 Employer and trade union

#### *Contacts between employer and trade union*

1. The employer consults with the trade unions through their trade union managers, board members, secretaries and, if necessary, accompanied by unpaid trade union representatives.

#### *Access to the company*

2. After prior agreement with or notice to the employer, trade unions representatives have access to the company to maintain contact with their members.

#### *Obligation to provide information in the event of an individual organisational set-up within the company*

3. The trade union will inform the employer in a timely manner of organised trade union activities and who, for the purpose of coordination, the trade union representatives are within the company.

### 19.2 Trade union representatives

#### *Trade union representatives*

1. Representatives of the trade union are members registered by the trade union or their designated deputies.

#### *No negative consequences for employees*

2. The employer guarantees that being a trade union representative will not have adverse consequences for them as an employee of the company.

#### *No dismissal due to being a trade union representative*

3. The representative of a trade union will not be dismissed by the employer unless there is a situation that in itself provides sufficient grounds for dismissal according to the law.

### 19.3 Facilities

#### *Facilities*

The employer will make the following facilities available for communication between the members of the trade union at the company and between the (possibly remunerated) board members and secretaries.

- a. communicating the names of representatives or contacts of the trade union;
- b. announcing meetings of the trade union;
- c. publishing concise reports of the meetings referred to under b;
- d. nominating candidates for membership of the Works Council;
- e. making communications of a business or informative nature, concerning the employer's activities.

The (possibly remunerated) board members and/or secretaries can use the appropriate internal means of publication for this.

#### 19.4 Trade union meetings

##### *Absence on full pay*

The employer gives the employee, as a member of the trade union, time off with full pay to:

- a. participate in meetings organised by the trade union;
- b. take part in training sessions organised by the trade union.

The employer may refuse to give time off with full pay if business conditions do not permit this.

If applicable, the employer can offset the compensation paid by the trade union against the salary payment.

The employee will inform the employer in writing and in a timely manner about scheduled meetings.

#### 19.5 Absence due to trade union activities

##### *Retention of holiday leave entitlements in the event of trade union activities*

1. The employee, who is a representative of the trade union, accrues hours of holiday leave entitlement over the period that they participate in meetings organised by the trade union with the employer's permission, regardless of whether they are entitled to a salary.

##### *Paid leave when attending an educational/training meeting*

2. The employee, who is a member of a trade union, may be entitled to a maximum of 1 day of paid leave per calendar year to participate in a training session organised by the trade union.

##### *No obligation to pay salary in the event of permitted trade union activities*

3. The employer grants the employee time off without pay to fulfil a position in the trade union.

The employer may refuse to give time off if business conditions do not permit this.

4. The employer grants the employee time off without pay to take part in a course organised by the trade union.

The employer may refuse to give time off if business conditions do not permit this.

##### *Carrying out tasks for company-specific consultations*

5. The employer facilitates the union representatives for their task in (preparing) company-specific consultations.

#### 19.6 Employer's Share Fund

##### *Contribution and collection*

1. The employer is under an obligation to pay an amount (contribution) for the trade unions during the term of the collective labour agreement. The contribution will be calculated on the basis of the uniform wage of the preceding year.

<b>Employees in job category:</b>	<b>Contribution as a percentage of uniform wage</b>
Book and Magazine Publishing	0.0833% (70% trade union   30% employers' organisation)
Newspaper Publishing	0.09% (100% trade union)
Newspaper Journalists	0.04% (100% trade union)
General Interest Magazine and Opinion Weekly Journalists	0.05% (100% trade union)
Trade Magazine Journalists	0.05% (100% trade union)
Free Local Newspaper Journalists	0.04% (100% trade union)
Graphic workers	0.06% (100% trade union)

Mediafederatie collects the contribution from the employer and transfers the received employer contribution to the employers' organisation or joint trade unions.

### *Purposes*

**2.** The employers' organisation spends 3/10 of the contribution for the Book and Magazine Publishing industry job category on training and advice.

The trade unions spend 7/10 of the contribution for the Book and Magazine Publishing job category and the contributions for the other job categories on the following activities:

- a. promoting specialist study and information provision;
- b. promoting education, further training and refresher training of employees in the publishing industry. This concerns training to improve their employability/ availability, as well as to prevent employees dropping out/leaving the industry and to improve employees' progress into different positions and professions in the publishing industry;
- c. participating in joint (employer-employee) bodies where cooperation takes place in the interests of the publishing industry;
- d. (partly) financing employee activities that arise from the consultation options at company level included in the collective labour agreement (e.g. social plans, reorganisations);
- e. promoting knowledge among employees, as well as promoting developments in companies, about sector-relevant topics regarding terms of employment, employee representation, labour market and employment, vocational education and professional training, working conditions, protection of health and safety, national insurance (including prevention, reintegration, employment projects). This also includes providing information through means such as through brochures, publications, meetings, help desks and the internet;
- f. compensation of unpaid officials of trade unions who perform tasks in accordance with the statutes or rules of procedure of the trade unions;
- g. international trade union activities.

### *Spending*

**3.** The employers' organisation and trade unions spend the employer's contribution exclusively on the purposes described.

**NB:** article 19.6 paragraph 2

## **19.7 Payment / transfer of trade union membership fees**

### *Payment/deduction of trade union contribution through the work-related expenses scheme*

The employer ensures, after a prior written request (no later than in mid-February) from an employee affiliated with the trade union, that the fiscal scope in the Working Expenses Scheme can be used in that calendar year to pay the trade union contribution by designating it as a final levy up to a maximum of €383.

## **V. PROVISIONS ACCORDING TO PROTOCOL**

### **1. Work placement places**

Employers shall make trainee posts available for study programmes focussing on positions in the industry.

### **2. Informal care**

Employers are advised to take up their responsibility when receiving requests for flexible working and/or an adjustment of the working hours from workers with informal care responsibilities. Informal care leave forms part of the HR policy which means that employees can discuss informal care at company level. Agreements about informal care depend on the job and the circumstances concerned and they are therefore always made at an individual level, on a case by case basis.

Employee representatives are informed at least once per year about agreements made with regard to informal care.

### **3. Leave scheme study committee**

During the term of the collective labour agreement, a joint study committee will provide advice on modernising the current leave schemes, including to promote sustainable employability. The study committee will do so while considering a recently published Socio-Economic Council (SER) opinion entitled 'Balans in maatschappelijk verlof' (*Balance in social leave*).

### **4. Pension**

A joint study committee will in the short term issue an opinion on a new collective labour agreement article (pension section) that complies with the new Dutch Pensions Act.

### **5. Updates to reference jobs for job category provisions**

The BMP, GIM-OW and TM reference jobs have been updated and evaluated by the Human Capital Group on the basis of a recognised job classification instrument (Bakkenist method) and will be introduced in the first half of 2024.

- Book and Magazine Publishing (BMP)
- General Interest Magazine and Opinion Weekly Journalists (GIM-OW)
- Trade Magazine Journalists (TM)

### **6. Modernisation of the text of the collective labour agreement**

The text of the collective labour agreement was editorially rewritten by a working group in 2022 and 2023 and tested for unintended material changes by an external collective labour agreement lawyer. The collective labour agreement parties want to make the text more accessible to employers and employees. Implementation of modernised collective labour agreement text as of 1 January 2024.

**VI. ANNEXES TO THE COLLECTIVE LABOUR AGREEMENT**

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**ANNEX 1      Consultation at company level: company-specific consultations**

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The following topics in this collective labour agreement can be derogated from in consultations at company level.

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- 4.4      Making agreements on awarding variable salaries
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- 6.5 paragraph 2      Agreements on whether specific components of the à la carte budget are pensionable components
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**B      In company-specific consultations with the trade unions involved in the collective labour agreements, unless it is agreed with the**

**trade unions involved that the discussions will be left to the employee representatives**

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- 4.9 paragraph 2      Offering higher salary scales the option of additional time off or regular compensation of overtime hours as time or as money
- 4.9 paragraph 4      Offering lower salary scales the option of compensation of overtime as time off in lieu or in money

- 4.9 paragraph 5 Offering lower salary scales the option of compensation of overtime as time off in lieu, in money, or as holiday leave entitlement
- 5.1 paragraph 3 Possibility to agree variable working hours and/or deviating working hours for certain jobs
- 6.2 paragraph 2 Establishing a different accrual of the monthly à la carte budget
- 9.2 paragraph 1 Agreeing a redundancy scheme in the company
- 9.3 paragraph 1 Deviating from the 'age bracket' principle (redundancies affecting all age groups of employed staff equally)

**C In company-specific consultations as regards journalistic topics**

- 1.4 Consultations between the publisher and the Editorial Board, Editorial Committee or Editorial Representatives established on the editorial charter.

**D Topics of consultations with the NVJ**

- 10.9 paragraphs 1 to 3 Reorganisation

**E In individual consultations**

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- 5.6 paragraph 2 Establishing when holidays will be taken, based on the individual work schedule



## **ANNEX 2      Flexible working**

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  - 3.      The role of the employer / manager**
  - 4.      The employee's position**
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#### **1.      Definition**

Flexible working comprises a large number of resources that make it possible for work to not always have to be carried out in the same location and within certain times. Examples of flexible working are logging into the company network from home, making working hours flexible and having meetings over the telephone. This means that flexible working can also involve changes to provisions in the collective labour agreement or in terms of employment schemes about working hours, working overtime and working at irregular times. This collective labour agreement features provisions on flexible working in article 5.2.

#### **2.      Application of flexible working**

##### *General*

Flexible working is often applied by companies where the majority of the staff have fixed workstations. In lots of organisations, knowledge is available in digital form 24/7. This is an important precondition for flexible working. Flexible working can be implemented by, for instance, introducing smart work schedules combined with other working hours (outside the rush hours), introducing flexible workstations and/or using new means of communication.

##### *Preconditions*

Flexible working has major consequences within the company for the management style to be used, the collaboration between the employees and for various types of working agreements. Constructive labour relations and trust between managers and employees and between individual employees are important pre-conditions for being able to switch to flexible working.

#### **3.      The role of the employer / manager**

##### *Duty of care*

The employer has a duty of care in respect of the employee, also as regards the safety of the working environment. For example, the employer is responsible for the design of the employee's workstation. This duty of care applies both inside the company and to home workstations and other forms of flexible working. If the workstation needs adjusting, that is the employer's responsibility. The employer is also under the obligation to specifically include flexible working in the risk assessment and evaluation and to properly inform the employees about their work and any measures that may be needed. The employer thus limits the risk of employees falling ill and their liability in this respect.

##### *Workstation inspection*

Flexible working does not relieve the employer from this duty of care. Where employees work flexibly, the employer can hire an expert or inspect the workstations by itself. It is also possible to have employees themselves check that the workstation complies with the applicable health and safety standards. This may be a topic that is discussed during a progress interview.

##### *Adjustment of occupational health and safety rules for flexible working*

Since 1 July 2012, there have been less strict occupational health and safety rules for flexible working. The Dutch Working Conditions Decree (*Arbobesluit*) features a wider definition of the notion of working from home as a result of which flexible working in other locations than a person's home (e.g. in an internet café or library) is also covered by the definition of working from home. The changes to the Dutch Working Conditions Decree were published in the Netherlands Government Gazette on 13 June 2012.

#### *Supervision of work and rest times*

The Dutch Working Hours Act (*Arbeidstijdenwet*) requires employers to keep proper records of employees' work and rest times. Since there is less supervision of this when applying flexible working, it is advisable that clear agreements in writing be made about this with employees. The employer can comply with its duty of care in respect of the work and rest times through a combination of activities, including providing information about the risks, having employees record their own working hours and conducting regular appraisal interviews.

#### *The manager's role*

In the case of flexible working, the manager directs the employee's activities by determining the results that the employee should achieve, based on company and department objectives and in consultation with the employee. The manager shall give employees sufficient freedom to decide for themselves how to achieve these results and the manager shall assess the employee's results. Employees are not only given more own responsibility, but there is also more focus on results. It is highly recommended that agreements be made as to expectations and the consequences if those expectations are not fulfilled. A period can also be agreed within which the employer or the employee can terminate flexible working. It is advisable to have such agreements signed by the employer and the employee.

#### **4. The employee's position**

The employer shall enable the employee to undertake flexible working. This means that employees can partly determine by themselves what the optimum workplace is for them to do their work on any specific day and that they can partly determine their own working hours, or that they can at least influence their working hours, e.g. by means of self-scheduling.

In the case of flexible working, employees ensure that they have sufficient knowledge at their disposal to achieve the results required. Employees are responsible for sharing knowledge and for organising how they work together with colleagues and external parties in order to achieve the results agreed. They are also responsible for informing their managers about the results achieved.

**ANNEX 3**      **Rules of Procedure of the Supervision and Compliance Committee / Administration Board**  
(Article 18.2 of this collective labour agreement)

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**Article 1 Composition and organisation**  
**Article 2 Procedure**  
**Article 3 Decisions**  
**Article 4 Costs**  
**Article 5 Confidentiality**

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**Article 1 Composition and organisation**

*Scope*

**1.** The Committee / Board shall consist of the same number of employee members as the number of trade unions that are parties to this agreement and an identical number of employer members. Each party in question shall nominate a deputy for every member of the Committee/Board.

*Composition*

**2.a.** The Committee / Board shall appoint a Chair and a Vice Chair from their midst for the term of the collective labour agreement.

**b.** The Committee / Board shall appoint two employer members and two employee members from its midst for performing its duties.

If and to the extent that the Committee's remit concerns the application or performance of job category-specific provisions in the collective labour agreement, the Committee will be composed of employer and employee members from the parties to the collective labour agreement that are involved in the relevant job category-specific provisions.

*Term of office*

**3.** The members of the Committee / Board and their deputies shall remain in office for the term of this agreement. If there is a vacancy on the Committee / Board, this shall be filled by the party that appointed the member or the deputy whose position has become vacant within four weeks.

*Secretariat*

**4.** The Committee / Board shall be assisted by a Secretary who is charged with all the secretarial activities resulting from the activities of the Committee.

The secretariat has its registered office at Hogehilweg 6 in Amsterdam (P.O. Box 12040, 1100 AA Amsterdam Z.O.)

*No compensation of costs*

**5.** The members of the Committee / Board and their deputies shall not receive any compensation for their activities. Travel and accommodation expenses of the members of the Committee / Board and their deputies shall be for the account of the Stichting Bedrijfstakbureau voor het Uitgeverijbedrijf.

**Article 2 Procedure**

*First party to take action*

**1.** All matters referred to in article 18.2 paragraphs 3 to 6 of the collective labour agreement shall be brought before the secretariat of the Committee / Board by the first party to take action, the parties jointly, or any persons or parties involved.

*Petition and statement of defence*

- 2.a.** Such matters shall be brought before the Committee / Board by submitting a written explanation of the matter, stating reasons, and if necessary, a description of the resolution sought.
- b.** In cases where there is another party, the Secretary shall immediately send the other party copies of all documents submitted. The other party shall be authorised to provide its view of the matter brought before the Committee / Board in writing, within one month of the documents having been sent by the Secretary.
- c.** The Secretary shall immediately send copies of the reply or replies received to the party and/or any person(s) or party/parties involved that or who has or have brought the matter before the Committee / Board.

*Direct oral hearing in urgent situations*

- 3.** Contrary to the above provisions, in matters of a plausibly urgent nature, the Chair shall be authorised to instruct the Secretary, upon the request of the first party to take action or any persons or parties involved, to summon parties immediately for an oral hearing.

*Normal procedure*

- 4.** The Secretary shall immediately send copies of all the documents submitted to each of the appointed members of the Committee / Board tasked with dealing with the matter. However, at the request of the parties or of any persons or parties involved, the Chair may offer the opportunity of reply and rejoinder; the Secretary shall ensure the immediate transmission of copies to the relevant parties. The Committee / Board shall be convened as soon as possible to deal with the matter.

*Assisting or representing parties*

- 5.** Each party, or any person or party directly involved, may be assisted by counsel or an expert. If necessary, they can be represented by a person who has been given a written power of attorney.

### **Article 3 Decisions**

*Amicable settlement or binding advice*

- 1.** If there is a dispute, the Committee / Board shall first investigate whether an amicable settlement between the parties is possible. If a settlement is reached, the secretary will record its substance in an official record if necessary. This official record will, at the request of both parties, have the same force that a resolution taken by the Committee / Board as a binding opinion would have. The Secretary shall send an authenticated copy of the record to the parties. If an amicable settlement cannot be achieved, the Committee / Board shall adopt a resolution that will be binding on the parties only if requested by both parties.

*Opportunity to hear the parties*

- 2.** The Committee / Board will not adopt any resolutions without the parties and/or those involved having been given the opportunity to be heard, unless the parties and/or those involved have indicated that they do not need to be heard.

*Resolution by simple majority*

- 3.** Resolutions shall always be adopted by a majority of votes without the resolutions expressing the sentiments of the individual members.

*Substantiated resolution*

- 4.** A resolution shall be supported by reasons. The Secretary shall send an authenticated copy in the form of a registered letter - within four weeks - to the parties and/or respectively any persons or parties involved: to the editorial committee involved, and to the members of the Committee / Board.

*Possibility of publication*

- 5.** The Committee / Board can decide to publish its resolution.

#### **Article 4 Costs**

##### *Parties' costs*

1. The costs incurred by parties for having the dispute dealt with by the Committee / Board shall be for the account of the parties themselves.

##### *Costs of the Committee / Board*

2. The costs connected with activities by the Committee / Board shall be paid by Stichting Bedrijfstaksbureau (Business sector office for the Publishing Industry).

#### **Article 5 Confidentiality**

The members of the Committee / Board and the Secretary shall observe strict confidentiality as regards anything that comes to their attention in connection with any matters submitted to the judgment of the Committee / Board.

**ANNEX 4 Rules of Procedure of Stichting Arbeidsongeschiktheidsvoorziening Uitgeverijbedrijf  
(foundation for the disability pension scheme for the publishing industry)**  
*(Article 8.2 Part B of the collective labour agreement)*

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**Article 2** Entitlement to occupational disability benefits  
**Article 3** Benefit indexation  
**Article 4** Deviating provisions  
**Article 5** Trade union representatives  
**Article 6** Transfer to the insurer  
**Article 7** Amendments  
**Article 8** Unforeseen cases  
**Article 9** Entry into force

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*Definitions*

**Article 1**

The following terms as used in these rules of procedure will have the definitions provided here:

*Foundation*

**a.** Foundation: Stichting Arbeidsongeschiktheidsvoorziening Uitgeverijbedrijf (Foundation for the Disability Pension Scheme for the Publishing Industry), having its registered seat in Amsterdam, the Netherlands.

*Board*

**b.** Board: the board of the Foundation.

*Publishing Industry*

**c.** Publishing Industry: the companies that are under the obligation to apply the collective labour agreement, as well as any related and service companies that the board of the Foundation deems similar to such companies.

*Employer*

**d.** Employer: any employer in the Publishing Industry.

*Participant*

**e.** Participant:

- 1.** The employee to whom the collective labour agreement applies.
- 2.** The employee employed by companies equivalent to those referred to in paragraph c.
- 3.** Managing directors, deputy managing directors, managing directors/editors-in-chief and publishers/editors-in-chief employed by the employer provided that the employer has collectively registered these managing directors, deputy managing directors, managing directors/editors-in-chief and editors-in-chief as such with the Foundation.
- 4.** Employees whose job is assigned to a higher job level than the job levels which the salary structure applicable to the job category concerned relates to (Article 2.1.3a of the collective labour agreement) provided the employer has registered them collectively as such with the Foundation.

*Insured person*

**f.** Insured person: the participant.

*Annual wage*

**g.** Annual wage: The uniform wage definition ('**uniform loonbegrip**') is assumed. This is defined in the Dutch Uniform Wage Definition Act (*Wet uniformering loonbegrip*). This is the annual wage earned by the employee before becoming occupationally disabled.

- Capped annual wage: the annual wage capped at the WIA income threshold
- Uncapped annual wage: the annual wage without capping at the WIA income threshold

*Collective labour agreement*

**h.** Collective labour agreement: the collective labour agreement for the Publishing Industry.

*Articles of association*

**i.** Articles of association: the articles of association of the Foundation.

*Dutch Work and Income (Capacity for Work) Act (WIA)*

**j.** Dutch Work and Income (Capacity for Work) Act (*WIA*): the Dutch Work and Income (Capacity for Work) Act as applicable since 29 December 2005.

*WIA income threshold*

**k.** WIA income threshold: The maximum daily wage applicable on 1 January of the calendar year for the application of the Dutch Work and Income (Capacity for Work) Act (*WIA*) multiplied by the number of 'national insurance days' (days on which income is paid to employees, including days on which they receive benefit for illness, incapacity for work or unemployment) in that calendar year.

*Occupational disability benefit*

**l.** Occupational disability: Occupational disability within the meaning of the Dutch Occupational Disability Insurance Act (*WAO*)/Dutch Work and Income (Capacity for Work) Act (*WIA*), as established by UWV.

*UWV*

**m.** UWV: The Dutch Employee Insurance Agency.

*Insurer*

**n.** Insurer: Achmea Schadeverzekeringen N.V. operating under the name of Centraal Beheer, having its registered seat in Apeldoorn, the Netherlands.

*Insurance conditions*

**o.** Rights and obligations under the Work and Income based on Capacity for Work Act (*WIA*) for the Publishing Industry in the event of occupational disability starting on or after 1 January 2019.

*ZW*

**p.** Sickness Benefits Act (*ZW*): The Dutch Sickness Benefits Act.

*Entitlement to occupational disability benefits*

**Article 2**

**1.** The insurance conditions which form part of the insurance agreement shall apply in order to implement the master occupational disability insurance policies that the Foundation has taken out with the insurance company. In the event of occupational disability, the insured person will become entitled to occupational disability benefit in accordance with the provisions of the insurance conditions. In the event that these regulations conflict with the insurance conditions, the insurance conditions shall prevail.

**2.** Participants employed by companies which qualify as employers within the meaning of these regulations on a later date than the date of inception of this scheme and which have taken out an insurance policy with the insurance company can only claim occupational disability benefit as a consequence of occupational disability that occurred after this later date.

*Indexation of benefit*

**Article 3**

Benefit that is already being paid as well as benefit to which a conditional right has come into being will be indexed in accordance with the WIA benefit indexation, capped at 3%.

*Deviating provisions*

**Article 4**

Occupational disability benefit will not take effect until two years after the date when the benefit pursuant to the Dutch Work and Income (Ability to Work) Act (*WIA*) takes effect.

*Member's contribution*

**Article 5**

1. The amount of the participant's contribution is set by the parties to the collective labour agreement once a year, upon the board's advice, and is expressed as a percentage of the wage, on the understanding that the salary to be considered for any individual participant shall be capped at the *WIA* wage threshold.
2. The employer shall deduct the participant's contribution from the participant's salary in consecutive instalments when salary is paid to the participant.

*Transfer to the insurer*

**Article 6**

1. The employer shall transfer the contributions referred to in article 5 to the insurance company in accordance with the insurance conditions.
2. The employer is under the obligation to provide the information that the insurance company needs in order to establish the contribution owed by the participant, but to be paid by the employer, as referred to in paragraph 1. Such information shall be provided at the times, in the manner and for the time periods established in the insurance conditions.
3. No entitlement to benefit exists if an employer has failed to register an employee for the insurance or has failed to register them in good time.

*Changes*

**Article 7**

The board can change the occupational disability scheme described in these regulations if any amendments are made to laws relevant to the scheme.

*Matters not provided for*

**Article 8**

The board, in conjunction with the insurance company, shall decide on any matters not provided for by these regulations or the insurance conditions.

*Effective date*

**Article 9**

These regulations took effect on 1 January 2019.



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## ANNEX 5      INSI Safety Covenant

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### **Global safety principles and practices for newspaper organisations**

In recent years, the threats, murders, detentions and kidnappings of journalists has reached an all-time high. These attacks are a fundamental threat, not only to individual news professionals, but also to the practice of independent journalism.

Local journalists are by far the most threatened and suffer the most threats, murders, detentions and kidnappings. We call on governments, fighters and groups worldwide to respect the neutrality of journalists and to immediately end the cycle of impunity surrounding attacks on journalists. At the same time, the kidnapping and murder of reporters James Foley and Steven Sotloff (2014) highlighted the growing risks faced by international freelance journalists.

The undersigned organisations endorse the following safety principles and practices for international news organisations and the freelancers who work with them. In a time of journalistic danger, news organisations and journalists must work together to protect themselves, their profession and their vital role in global society.

### **FOR JOURNALISTS ON DANGEROUS ASSIGNMENTS:**

1. Before commencing any assignment in a conflict area or dangerous environment, journalists must have basic skills to look after themselves or injured colleagues.
2. We encourage all journalists to complete an accredited first-aid course, carry a suitable first-aid kit and continue their first aid training to stay informed of the standards of care and safety, both physical and psychological. Before carrying out an assignment in such areas, journalists should seek adequate medical insurance that offers cover in a conflict area or infectious disease area.
3. Journalists in active war zones must be aware of the need and importance of protective clothing, including bulletproof jackets and helmets. Journalists who are active in a conflict zone or in a dangerous environment should try a media industry-accredited course on hostile environments.
4. Journalists must work with colleagues on the ground and with news organisations to make a careful risk assessment before travelling to a hostile or dangerous environment and to measure the journalistic value of an assignment against the risks.
5. While carrying out an assignment, journalists must plan and prepare in detail, explaining how they will work, including identifying routes, transportation, contacts and a communication strategy with daily check-in routines with a colleague in the region or their editor. Whenever possible, journalists should take appropriate precautions to protect mobile communications and Internet traffic against things like hacking and tracking.
6. Journalists should work closely with their news organisations, the organisation that commissioned them, or their industry peers if acting independently, to understand the risks of a specific assignment. In doing so, they must obtain and observe provide safety information and travel advice from professional colleagues, local contacts, embassies and security personnel . Likewise, they must share safety information with colleagues to prevent them from running into harm.
7. Journalists should leave next of kin information with news organisations and ensure that that these named contacts have clear instructions and action plans in the case of injury, kidnapping or death in the field.

### **FOR NEWS ORGANISATIONS THAT ISSUE ASSIGNMENTS IN DANGEROUS PLACES:**

1. Editors and news organisations recognise that local journalists and freelancers, including

photographers and videographers, are playing an increasingly bigger role in international reporting, especially about dangerous stories.

2. Editors and news organisations should show the same concern for the well-being of local journalists and freelancers as they do for their own paid employees.

3. News organisations and editors must try to treat journalists and freelancers they use regularly the same way they treat staff members when it comes to safety training, first aid and other safety equipment and responsibility in the event of injury or kidnapping.

4. Editors and news organisations need to be aware of and consider the extra costs of training, insurance and safety equipment in war zones. Before an assignment, they must clearly state what a freelancer is paid and what costs are covered.

5. Editors and news organisations should acknowledge the importance of timely payment for freelancers . When issuing assignments, news organisations should strive

to pay the agreed costs in advance or as soon as possible after completion of the work and to pay for the work performed as soon as possible.

6. Editors and news organisations must ensure that all freelance journalists are mentioned as creators in the articles, photos, video reports and all other productions created by them. This applies at the time the work is published or broadcast and at a later date when submitted for awards. This unless the news organisation and the freelancer mutually agree that mentioning the journalist as the creator could jeopardise the safety of the freelancer and/or the freelancer's family/partner.

7. News organisations should not commission a freelancer in a conflict area or dangerous environment, unless the news organisation is willing to take the same responsibility for the well-being of the freelancer in case of kidnapping or injury as it would for an employee with an employment contract. News organisations have a moral responsibility to support journalists who they commission in dangerous areas, as long as the freelancer abides by the rules and instructions of the news organisation.

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**ANNEX 6**            **Various**

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**6.5**    **Appraisal system for the Free Local Newspaper Journalists job category**

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**6.1**    **Explanatory notes**

*Publisher - article 1.4*

In 2021, the parties to the Graphic Media collective labour agreement and the parties to the Publishing Industry collective labour agreement harmonised the scope provisions of their respective collective labour agreements in mutual consultation. In this context, reference is made to the Decree of the Minister of Social Affairs and Employment of 25 August 2021 declaring provisions of the Graphic Media collective labour agreement generally binding, Dutch Government Gazette 2021, no. 36978 (especially art. 1.5.10, paragraph b) and the Decree of the Minister of Social Affairs and Employment of 16 November 2021 declaring provisions of the collective labour agreement for the Publishing Industry generally binding, Dutch Government Gazette 2021, no. 44782 (especially art. 2.1, paragraph 1). Afterwards, it was stated on behalf of the ministry that scope provisions should preferably not refer to individual companies. In this context, art. 1.4, paragraph c (and art. 2.1 paragraph 1) of the collective labour agreement for the Publishing Industry has been amended (as has art. 1.5.10 of the collective labour agreement for Graphic Media). With the new text, the parties to the collective labour agreement do not wish and/or do not intend to expand and/or limit the companies as laid down in the aforementioned decision of the Minister of Social Affairs and Employment of 16 November 2021 (especially art. 2.1, paragraph 1).

*Desk Editor – article 13.7 paragraph 6*

This provision was included in particular with a view to the type of ‘shifts’ that occur with some papers, meaning that the desk editors charged with them work several hours during the day and then need to resume work in the evening or night time. The consideration that such a shift, which cannot be considered the full equivalent of a night shift or an alternating day and night shift, causes particular inconvenience for the persons concerned, gave reason to create a special arrangement for this category.

*Deputising for the editor-in-chief - article 16.14*

In this article, 'legal position' is taken to mean:

The complex of rights and obligations which the journalist involved can invoke pursuant to laws, collective labour agreement, internal company custom and individual employment contract, and the working conditions that apply to the journalist involved in the sense that they may be addressed in the consultation between management and the representative consultative body and/or trade union(s).

**6.2**    **Editorial charter model**

*Minimum conditions*

**3.** The following matters will be recorded as a minimum in the editorial charter:

- a.** A clear statement in writing of the principles and/or basic assumptions and/or objectives underlying the editorial policy of the title(s);
- b.** The competencies of the chief editors, the publisher, the editorial meeting, the editorial board and the editorial committee.

- c. The position of the chief editors, publisher, editorial meeting, editorial board, and the editorial committee relative to each other and the assurances of journalistic independence: including the procedure for appointing and dismissing the editor-in-chief, the board and the committee and the say that the editorial team(s) have as regards editorial content and organisational matters.
- d. The relationship between editorial employee representation bodies set up based on the collective labour agreement and the editorial charter and the employee representation bodies based on the Dutch Works Councils Act;
- e. The method of decision-making on adoption and amendment of the editorial charter, editorial policy, principles and/or objectives.
- f. The method of decision-making by the publisher and the chief editors after prior mutual consultation and consultation with editorial representation.
- g. Representative consultation regarding:
  - 1. editorial budget;
  - 2. application of the charter to editorial staff (non-journalists);
  - 3. self-employed journalists/freelancers
- h. An arrangement for consultation in the event of reorganisation (merger, sale or liquidation) of:
  - 1. the company of which the publisher of the title(s) is a part;
  - 2. the publisher of the title(s);
  - 3. the title or titles covered by the editorial charter;
  - 4. merger of the title or titles or the publisher; and
  - 5. and the editors' ability to hire their own consultants.
- i. The policy regarding source protection, right to privilege, journalistic integrity, and other matters relevant to management, chief editors and editorial representation.
- j. Rules of procedure for disputes, including internal grievance and appeal procedure (interpretation/application of charter) and external judicial procedure.

### **6.3 Newspaper Journalists job category**

#### *Making agreements as the basis for the appraisal*

Monitoring of the journalist's development, skills, attitude and results takes place on the basis of agreements made regarding the objectives to be achieved and underlying job description. How this is done should be described in the appraisal system.

#### *Assessment of agreements being fulfilled*

The appraisal system is made up of:

- a. a planning meeting at the beginning of the appraisal period to agree on targets;
- b. possibly (as an option) an interim progress review (performance review);
- c. an appraisal interview at the end of an appraisal period.

The appraisal system also meets the following conditions:

- d. appraisal by a manager and next higher-ranking fellow manager;
- e. the overall appraisal will be recorded in a report and discussed with the journalists;
- f. the following will be recorded in the report: name, job, date, period of appraisal, appraisal topics (criteria), the appraisal, reasons for the appraisal, any response from the journalist and any follow-up agreements. It may be signed 'as seen' or 'as correct'.

#### *D/E score*

An appraisal score of D (mediocre) or E (insufficient) can only be given after at least one prior progress interview (performance review) in an appraisal period during which the mediocre or insufficient performance has been discussed and targets have been agreed as part of a process of improvement. After an appraisal score of D/E, the improvement programme is continued and added to, if necessary, by a training programme. Both pathways are facilitated by management.

#### *Appraisal report and salary*

The management provides an anonymous report to the editorial committee annually on:

- appraisal results (levels A to E);

- salary increases awarded (increments);
- other appraisal increases under the current salary and appraisal policy.

#### *Grievance and appeal procedures*

The journalist may file a written reasoned grievance on the appraisal to their manager. The manager will reconsider the appraisal and modify or not modify the appraisal with reasons (decision on grievance). The journalist may file a notice of appeal against the decision on the grievance to an independent appeals committee.

The appeal procedure is subject to the following minimum requirements:

- a. the journalist received a decision on their grievance;
- b. the appeals committee will be independent and composed of an even number of one representative of the management/leadership and one representative of the editorial committee(s);
- c. the appeals committee reviews the application of the appraisal procedure, the performance and appraisal cycle and the reasons for the appraisal and the decision on the grievance.

### **6.4 Rules of procedure for electing members of editorial committees of Newspaper Journalists job category and term of office**

#### *Term of office*

##### **Article 1**

1. The members of the editorial committee shall be in office for a period of three years. They will retire at the end of this period upon which they shall be immediately eligible for re-election.
2. Membership ends by resignation and when the journalist's employment or contract (freelance/temp) ends.
3. In the event of an interim vacancy, the new member will be appointed for the remainder of their predecessor's 3-year term.

#### *Active and passive voting rights*

##### **Article 2**

1. Journalists who are eligible to vote will elect the members of the editorial committee.
2. Journalists, junior journalists and apprentice journalists are eligible to vote\* if they have been employed by the company or been working as a freelance or temporary worker for the company for at least 1 year.
3. Journalists who are Dutch journalists' association (NVJ) members and employed for at least 1 year may be elected to the editorial committee.

\* Not including the editor-in-chief.

#### *Voting committee*

##### **Article 3**

1. The voting committee consists of 3 journalists appointed by the editorial committee before each election.
2. The editorial committee will set the date of the election, which will be at least one month before the current editorial committee members step down.
3. The voting committee organises candidacies for the election of editorial committee members. At least one month before the election, the voting committee will publish a list of all journalists eligible to vote and eligible for election. This list will be provided by the management.

#### *Candidacy*

##### **Article 4**

1. Journalists eligible to be elected can put themselves forward as candidates, by (group/department of) editorial board(s), to the voting committee on a date set by the editorial committee. The voting committee provides for the candidacy of journalists working away from the site where the editors are based.
2. The voting committee will prepare a list of candidates with signatures of the candidates. This list will be announced to journalists, management and chief editors through the information channels known within the company at least seven days prior to the election.

### *Objections*

#### **Article 5**

1. Management and/or chief editors may submit reasoned objections to one or more candidacies to the editorial committee. Within one week, the editorial committee will ask the Administration Board to mediate first and, if necessary, issue a binding opinion.
2. If the Administration Board recommends replacing candidates following the objection, then the candidacy process is repeated.

### *Election rules of procedure*

#### **Article 6**

1. The vote will be by secret ballot.
2. The voting committee issues (digital) certified ballot papers to voting journalists. The voting journalist completes their ballot paper and deposits it in the place and manner indicated by the voting committee. The voting committee provides for voting by journalists who are eligible to vote and work at another site.
3. The candidates with the most votes are elected to the editorial committee. If the vote is undecided (no majority of votes), the election will be decided by lot.
4. The voting committee announces the results of the election immediately to the editorial committee, the candidates, the journalists eligible to vote, the management, the (chief) editors, and the Dutch journalists' association (NVJ).

### *Interim vacancies*

#### **Article 7**

1. In the event of an interim vacancy, the next non-elected candidate on the list will be appointed.
2. In the absence of (a sufficient number of) candidates to fill an interim vacancy, new by-elections will be held.

### *Division of tasks*

#### **Article 9**

After the election, the (new) editorial committee will appoint a chair and secretary from among its members and announce this to the journalists eligible to vote, the management, the (chief) editors, and the Dutch journalists' association (NVJ).

## **6.5 Appraisal system for the Free Local Newspaper Journalists job category**

### *Embedding the appraisal system in the organisation*

The organisation of an appraisal system must meet the following conditions:

- a. appraisals are documented in writing; and
- b. the appraisal system has the legally required consent of the works council after prior consultation between works council and editorial representation; and
- c. management and editorial consultative body have discussed the appraisal system.
- d. contains the request for consent from the works council:
  - system of appraisal; and
  - applicable (grievance and appeal) procedures.
- e. annual objective reporting of outline (anonymised) appraisals is provided to the editors, and
- f. agreement between management and editors on content and form of reporting.

### *Grievance*

The journalist has the right to file a grievance regarding the substantiation of the appraisal and/or the procedure followed.

- a. A grievance on the substantiation of the appraisal;
  - will be discussed with one's own manager;
  - if no agreement is reached;
  - will be discussed with the manager on the editorial team with ultimate responsibility;
  - if no agreement is reached;
  - will be discussed by the internal grievance committee.

- b. A grievance on the procedure followed;
  - will be discussed with the immediate manager;
  - if no agreement is reached;
  - will be discussed with the highest-ranking manager;
  - if no agreement is reached;
  - will be discussed by the internal grievance committee;

After a hearing and possibly further examination, the internal grievance committee will present its compelling advice to the employer/editor-in-chief.

*Hardship clause*

The journalist should be able to invoke a hardship clause after a negative appraisal that affects their pay. Management and editors will include a hardship clause in the appraisal system.

*Pre-conditions for implementing and/or changing the appraisal system*

Before implementing the appraisal system, the following conditions are to be met:

- a. Managers and HR are adequately trained and/or informed; and
- b. a plan has been prepared that includes the following:
  - information and communication for journalists; and
  - deadlines and transition measures; and
  - training of managers and HR.

The editorial consultative board will evaluate the design of the appraisal procedure and the design of the appraisal instruments annually and, if necessary, adjust them for optimal effectiveness within the (modified) editorial team/organisation.

*Sample procedure*

In applying the procedure, the parties make every effort to resolve the grievance by mutual agreement.

Step	Deadline	By
1. File a written and reasoned grievance	Within four weeks after announcement of the appraisal or (last) explanatory session respectively	Journalist
2. Grievance will be submitted to the internal grievance committee for an opinion	Within two weeks after receipt	Employer / editor-in-chief
3. Grievance handling for which the internal grievance committee has confirmed that there has been a meeting with the manager, HR and/or possibly the employer / editor-in-chief to look for a possible solution	Maximum of eight weeks	Internal grievance committee

*Tasks and procedure of the internal grievance committee*

1. handles the grievance by reviewing the description, analysis, evaluation, and assessment procedure; and
2. receives all documents relevant to the decision from the journalist and employer/editor-in-chief after the grievance was filed; and
3. organises a hearing where the journalist may be assisted by an advisor and where - if necessary - persons may be summoned by the committee to contribute to the opinion; and
4. may decide not to have a hearing if interested person(s) do not wish to have one; and
5. ensures that the meeting(s) are not accessible to third parties; and
6. may decide to investigate further or recommend further action before a final opinion is issued; and
7. treats all information obtained as confidential; and
8. issues a written opinion as to whether the grievance is well-founded or unfounded to the employer / editor-in-chief, stating reasons, within two weeks of the hearing. The journalist who filed the grievance will receive a copy of the opinion; and

9. receive a copy of the written and reasoned opinion from the employer/editor-in-chief within two weeks of the opinion having been issued; and
10. monitors the total turnaround time of the grievance procedure, which cannot exceed 8 weeks.

*Composition of the internal grievance committee*

1. The internal grievance committee will consist of three members and three deputy members:
  - One member and one deputy member will be appointed by the employer / editor-in-chief;
  - One member and one deputy member will be appointed by the editorial consultative body;
  - One member (Chair) and one deputy member (Chair) will be appointed by the two other members;
2. may decide to appoint a secretary, which may be one of the members of the committee;
3. If the Chair or the member in question is of the opinion that there is too close a relationship between a member of the committee and the journalist who has filed a grievance and that this would frustrate the forming of an impartial opinion, a deputy member of the committee will take the relevant member's place;
4. will not be changed in terms of composition during an internal grievance procedure.
5. will be changed in terms of composition:
  - when required and stipulated by one of the appointing parties;
  - when one of the appointed member steps down.

*Cost of the internal complaints committee*

The costs of the internal grievance committee will be borne by the publisher.

The journalist bears the costs of their own adviser/expert and/or research in the context of the grievance filed. The publisher will reimburse the costs incurred by the journalist if they withdraw the decision against which the grievance has been raised.

*Final provision on internal grievance procedure*

The internal grievance committee makes unanimous decisions about:

- situations that are not regulated by the internal procedure; or
- situations for which deviation from the internal procedure is necessary.