

COLLECTIVE LABOUR AGREEMENT FOR THE PUBLISHING INDUSTRY
1 July 2015 - 28 February 2017

This collective labour agreement is published by

Stichting Bedrijfstakbureau voor het Uitgeverijbedrijf

P.O. Box 12040

1100 AA AMSTERDAM Z.O. Tel. +31

(0)20 430 91 87

Fax. Tel. +31 (0)20 430 91 99

Email: info@bedrijfstakbureau.nl

www.uitgeverijbedrijf.nl

on behalf of the parties to this collective labour agreement in the publishing industry

GUIDE TO THE COLLECTIVE LABOUR AGREEMENT FOR THE PUBLISHING INDUSTRY

Legal succession

The CAO voor het Uitgeverijbedrijf (Collective Labour Agreement for the Publishing Industry) is the legal successor to the six collective labour agreements that were effective in the Publishing Industry until 31 December 2014 (article 1.3 of the Collective Labour Agreement):

- the CAO voor het Boeken- en Tijdschriftuitgeverijbedrijf

(CAO-BTU; Collective Labour Agreement for the Book and Magazine Publishing Industry) 2014

- the CAO voor het Dagbladuitgeverijbedrijf

(CAO-DU; Collective Labour Agreement for the Newspaper Publishing Industry) 2014

- the CAO voor Dagbladjournalisten

(CAO-DJ; Collective Labour Agreement for Newspaper Journalists) 2014

- the CAO voor Publiekstijdschriftjournalisten

(CAO-PU; Collective Labour Agreement for General Interest Magazine Journalists) 2014

- the CAO voor Opinieweekbladjournalisten

(CAO-OP; Collective Labour Agreement for Opinion Weekly Journalists) 2014

- the CAO voor Vaktijdschriftjournalisten

(CAO-VAK; Collective Labour Agreement for Trade Magazine Journalists) 2014

and, with effect from 1-1-2016, also to

- the CAO voor Huis-aan-huisbladjournalisten

(CAO-HAH; Collective Labour Agreement for Journalists working for Free Local Newspapers) 1 April 2014 - 31 December 2015

Job categories

The target groups of the former collective labour agreements have been designated job categories in this collective labour agreement.

Basic provisions and job category-specific provisions apply

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

The terms of employment in this collective labour agreement consist of 'basic provisions' (chapters 1 t/m 9) that apply to all employees covered by the collective labour agreement, and 'job category-specific provisions' 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 but additional agreements at company level are possible

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 associations, employee representatives, or the individual employee will be consulted.

The collective labour agreement is published on the website in two parts: Part I General and Part II Journalism

The Collective Labour Agreement for the Publishing Industry is a single collective labour agreement, but it is published on the website www.uitgeverijbedrijf.nl in two parts. Prior to consulting the collective labour agreement on the website, a choice between 'Part I General' (*Deel I Algemeen*) and 'Part II Journalism' (*Deel II Journalistiek*) will have to be made.

- 'Part I General' shows only those provisions from the collective labour agreement which apply to employees who are not journalists. Provisions that do not apply are identified as 'reserved'.

- 'Part II Journalism' shows only those provisions from the collective labour agreement which apply to employees who are journalists. Provisions that do not apply are identified as 'reserved'.

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

A la carte budget

With effect from 2016, some terms of employment will be made available as cash in the form of an 'à la carte budget' (à la carte budget, chapter 6 of the collective labour agreement). Employees can use their à la carte budget to further design their own terms of employment according to their own preferences.

Terms of employment tool

As an extra service, the website (www.uitgeverijbedrijf.nl) and, where applicable, the intranet of some companies will provide the terms of employment tool with effect from 1-1-2016. This terms of employment tool is a digital selection instrument that immediately displays the financial consequences of the choices the individual employee makes through the à la carte budget (chapter 6 of the collective labour agreement). This terms of employment tool makes it easier for employees to select their individual options.

Text version

The text of the collective labour agreement was changed most recently with effect from 1 January 2017.

Amsterdam, December 2016

Contents

I Introductory agreements

Introductory considerations pertaining to the Collective Labour Agreement for the Publishing Industry	5
Collective labour agreement declaration	8
Preamble	9
Introduction to Part II Journalism	10

II Basic provisions

1. The collective labour agreement	11
2. Employer and employee	17
3. The employment contract	19
4. Jobs and salaries	22
5. Working hours, holidays and leave	27
6. The à la carte budget	31
7. Employability and education and training	33
8. Income support	34
9. Reorganisation	38

III Job category-specific provisions

10A. General journalism	40
11. Job category of Book and Magazine Publishing	45
12. Job category of Newspaper Publishing	51
13. Job category of Newspaper Journalists	57
14. Job category of General Interest Magazine Journalists and Opinion Weekly Journalists	74
15. Job category of Trade Magazine Journalists	81
16. Job category of Journalists working for Free Local Newspapers	
17. - Reserved -	

IV Sector-specific agreements

18. Administration of, supervision of and compliance with the collective labour agreement	110
19. Trade union facilities and employer's contribution	112

V Protocol-based provisions

1. General	115
2. Regarding the basic provisions	115
3. Regarding the job category-specific provisions	116

VI Annexes to the collective labour agreement

Annex 1 Consultation at company level: local consultation	118
Annex 2 Flexible implementation of working hours (Flexible Working)	120
Annex 3 Regulations for the Supervision and Compliance Committee / Administration Board	122
Annex 4 Disability pension regulations	124

I INTRODUCTORY AGREEMENTS

INTRODUCTORY CONSIDERATIONS PERTAINING TO THE COLLECTIVE LABOUR AGREEMENT FOR THE PUBLISHING INDUSTRY

The parties to the collective labour agreement for the Publishing Industry enter into the following collective labour agreement considering the following.

WHEREAS:

Six collective labour agreements to 2014

- The following six collective labour agreements, and others, applied to the Publishing Industry sector until 31 December 2014:
 - the CAO voor het Boeken- en Tijdschriftenuitgeverijbedrijf (CAO-BTU; Collective Labour Agreement for the Book and Magazine Publishing Industry),
 - the CAO voor het Dagbladuitgeverijbedrijf (CAO-DU; Collective Labour Agreement for the Newspaper Publishing Industry) agreed between the Werkgeversvereniging Uitgeverijbedrijf (WU) employers' association on the one hand and the FNV-KIEM, CNV Dienstenbond and De Unie employees' associations on the other hand, and
 - the CAO voor Dagbladjournalisten (CAO-DJ; Collective Labour Agreement for Newspaper Journalists);
 - the CAO voor Publiekstijdschriftjournalisten (CAO-PU; Collective Labour Agreement for General Interest Magazine Journalists);
 - the CAO voor Opinieweekbladjournalisten (CAO-OP; Collective Labour Agreement for Opinion Weekly Journalists);
 - the CAO voor Vaktijdschriftjournalisten (CAO-VAK; Collective Labour Agreement for Trade Magazine Journalists) agreed between the Werkgeversvereniging Uitgeverijbedrijf (WU) employers' association on the one hand and the Nederlandse Vereniging van Journalisten (NVJ) employees' association on the other hand.
- As a result, several schemes governing employment conditions applied to the Publishing Industry sector.
- The parties to this collective labour agreement have agreed that the six collective labour agreements in the Publishing Industry sector referred to above ended by operation of law on 31 December 2014.
- The Werkgeversvereniging Uitgeverijbedrijf (WU) employers' association on the one hand and the FNV-KIEM, CNV Dienstenbond, De Unie and the Nederlandse Vereniging van Journalisten (NVJ) employees' associations on the other hand agreed, also on behalf of the employees, a single collective labour agreement for the Publishing Industry to replace the above six collective labour agreements in the Publishing Industry sector with effect from 1 July 2015.

This new collective labour agreement has been divided into a Part I General and a Part II Journalism. The parties to this collective labour agreement envisage that this new collective labour agreement will result in a modern collective labour agreement and end the applicability of various schemes governing employment conditions.

Period without a collective labour agreement - 1 January 2015 - 30 June 2015; continuing effect of old provisions

- The provisions of the collective labour agreements that expired on 31 December 2014 continued to be effective in the period 1 January - 30 June 2015. Since the six collective labour agreements were succeeded by the Collective Labour Agreement for the Publishing Industry with effect from 1 July 2015, the latter collective labour agreement is considered to be the legal successor to these collective labour agreements.

Bound by the Collective Labour Agreement for the Publishing Industry with effect from 1 July 2015

- The parties to this collective labour agreement specifically intend that the employees to whom one of the six collective labour agreements in the Publishing Industry sector applied until 30 June 2015 (either due to their being a member of a trade union, or based on express or implied agreement and/or due to its

continuing effect) will automatically and on the same basis be or continue to be bound by the new collective labour agreement for the Publishing Industry with effect from 1 July 2015.

No continuing effect of old provisions, except as regards pension

- The parties to this collective labour agreement specifically intend the Collective Labour Agreement for the Publishing Industry to be the exclusive source of the terms of employment that will apply to employees in the Publishing Industry sector with effect from 1 July 2015 and that, after this date, it will no longer be possible to invoke provisions from the six collective labour agreements referred to above or their continuing effect, except for pension purposes.
- Therefore, the parties to this collective labour agreement have agreed that, with effect from 1 July 2015, no rights can be derived from the continuing effect of provisions in the six expired collective labour agreements in the Publishing Industry sector referred to above. Barring the stipulations below as regards the subject of pension, any continuing effect of provisions in the relevant collective labour agreements in the Publishing Industry sector are discontinued by the advent of the Collective Labour Agreement for the Publishing Industry.

To be arranged after 1 July 2015: pension

- On 1 July 2015, the parties to this collective labour agreement were still negotiating about the subject of pension. Any provisions from the six collective labour agreements referred to above that relate to pension will continue to be effective until the parties to this collective labour agreement have reached new agreements in this respect. As soon as new agreements have been made, the Collective Labour Agreement for the Publishing Industry will be amended in the interim by including the new schemes into the collective labour agreement*. This will also definitively end the provisions of the old collective labour agreements as regards pension, so that no rights can be derived from them any longer.

** This condition was met with effect from 1 October 2016. Article 8.5 of the collective labour agreement has been effective since 1 October 2016.*

Legal succession

- As a consequence of the above, the six collective labour agreements in the Publishing Industry sector referred to above will be entirely replaced by the provisions of the Collective Labour Agreement for the Publishing Industry. Any schemes from these six collective labour agreements that do not recur in the Collective Labour Agreement for the Publishing Industry have been cancelled. They have no continuing effect whatsoever. If schemes from the six collective labour agreements in the Publishing Industry sector referred to have been modified (e.g. into an exceptional scheme as described above), only these modified provisions will apply.

Expanding the domain of the collective labour agreement

- With effect from 1 January 2015, the Vereniging Sociaal Comité Huis-aan-huisbladuitgevers (Social Committee of Free Local Newspaper Publishers Association - VSHU) joined the Werkgeversvereniging Uitgeverijbedrijf (Publishing Industry Employers Association), which is an employer party to the collective labour agreement. The parties to this collective labour agreement have established that both the journalist and non-journalist employees employed by the publishing companies that are affiliated with the VSHU are covered by the scope of the Collective Labour Agreement for the Publishing Industry.
- The parties to this collective labour agreement have agreed with the VSHU that the application of the Collective Labour Agreement for the Publishing Industry to the companies affiliated with the VSHU will take effect on 1 January 2016, after the CAO voor Huis-aan-huisbladjournalisten (Collective Labour Agreement for Journalists working for Free Local Newspapers) 1 January 2015 to 31 December 2015 has expired. With effect from 1 January 2016, the journalist employees will be covered by the basic provisions of the collective labour agreement plus the job category-specific provisions for Journalists working for Free Local Newspapers. Chapter 17 of the collective labour agreement is reserved for the job-specific provisions for Journalists working for Free Local Newspapers with effect from 1 January 2016. With effect from 1 January 2016, the non-journalist employees will be covered by both the basic provisions of the collective labour agreement and the job category-specific provisions for Newspaper Publishing.

Other domains

- The parties to this collective labour agreement have taken into account that the domain of the Collective

Labour Agreement for the Publishing Industry will also cover publishing companies that were not covered by one or more of the legal predecessors of this collective labour agreement before 1 July 2015 and/or to publishing companies that were covered by another collective labour agreement until 1 July 2015.

- If there are any disputes as to the application or applicability of the collective labour agreement, the Supervision and Compliance Committee / Administration Board shall decide (article 18.2 paragraph 2 and 5 of the collective labour agreement).

CAO voor Nieuwsbladjournalisten (Collective labour agreement for Newspaper/News Magazine Journalists)

- The parties to this collective labour agreement have established that there may be an overlap as regards certain domains between this collective labour agreement and the *CAO voor Nieuwsbladjournalisten (Collective labour agreement for Newspaper/News Magazine Journalists)* and they have therefore agreed that, with effect from 1 July 2015, they will respect the scope of application of said Collective labour agreement for Newspaper/News Magazine Journalists.
- These introductory considerations form part of the Collective Labour Agreement for the Publishing Industry.

Amsterdam, June 2015

COLLECTIVE LABOUR AGREEMENT DECLARATION

The party representing the employers

Werkgeversvereniging Uitgeverijbedrijf (WU)

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

F +31(0)20 4309197 I www.wu-vereniging.nl

and the parties representing the employees

FNV KIEM

having its registered office at Jan Tooropstraat 1, 1062 BK Amsterdam
(P.O. Box 9354, 1006 AJ Amsterdam)

T +31(0)900-3685436 E algemeen@fnv-kiem.nl

F +31(0)20-3553737 I www.fnv-kiem.nl

CNV Dienstenbond

succeeded by

CNV Vakmensen

with effect from 1 January 2016,

having its registered office at Tibergdreef 4, 3561 GG Utrecht, the Netherlands,
(P.O. Box 2525, 3500 GM Utrecht)

T +31(0)30- 7511570 E info@cnvvakmensen.nl

F +31(0)30- 7511509 I www.cnvvakmensen.nl

De Unie

having its registered office at Multatulilaan 12, 4103 NM Culemborg, the Netherlands
(P.O. Box 400, 4100 AK Culemborg)

T +31(0)345-851851 E info@unie.nl

www.unie.nl

Nederlandse Vereniging van Journalisten (NVJ)

having its registered office at Johannes Vermeerstraat 22, 1071 DR Amsterdam
(P.O. Box 75997, 1070 AZ Amsterdam)

T +31(0)20-3039700 E vereniging@nvj.nl

F +31(0)20-6624901 I www.nvj.nl

declare that they have entered into the following collective labour agreement with effect from 1 July 2015.

PREAMBLE

Part I General and Part II Journalism*

1. The Collective Labour Agreement for the Publishing Industry shall apply to the companies represented by the Werkgeversvereniging Uitgeverijbedrijf employers' association.

The Collective Labour Agreement for the Publishing Industry has been divided into a Part I General and a Part II Journalism.

Part I contains the terms of employment for the employees within the meaning of the collective labour agreement. Part II contains the terms of employment for journalists who are employees employed by an employer within the meaning of the collective labour agreement.

2. 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-KIEM, CNV Dienstenbond, De Unie and the Nederlandse Vereniging van Journalisten (NVJ) 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. The NVJ considers Part II Journalism of the collective labour agreement as the 'journalism collective labour agreement' and Part I General as the 'general collective labour agreement'.

3. The Werkgeversvereniging Uitgeverijbedrijf employers' association is of the opinion that Part II Journalism should fulfil the requirement that it only differs from Part I General if and to the extent that there is a material difference between the jobs and/or working conditions of journalist employees on the one hand and the jobs and activities of the other employees in the publishing industry on the other hand. The NVJ endorses this opinion. Therefore, the parties have, upon mutual consultation, agreed on the Collective Labour Agreement for the Publishing Industry, of which the journalism collective labour agreement forms part together with the general collective labour agreement.

4. Consequently, in order to implement that stipulated in 3. above, the content and text of Part II Journalism of the collective labour agreement is as identical as possible to the provisions of Part I General of the collective labour agreement. The differences concern the Introduction to Part II Journalism; the basic provisions of article 1.4 under c, f, g, h, j and l; 2.1 paragraph 2; 2.5; 2.8 under c.; 3.5; 4.5; 4.7 paragraphs 1, 3 and 4; 9.1 paragraph 1. The job category-specific provisions in Part I General and Part II Journalism differ from each other.

** This only concerns the presentation of the collective labour agreement on the website*

INTRODUCTION TO PART II JOURNALISM

The parties involved in Part II Journalism each represent their own interests, but, as partners, they also have a joint, community interest: they collaborate to provide high-quality, independent news that is essential for the functioning of a democratic society. Although the news media definitely do not have a monopoly in this area, they are the only business sector whose key activity is that of providing news. This puts the news media (such as newspapers and magazines) and their makers in a special position; they are to a certain extent suppliers of raw materials to the democracy and, as regards their own specific contribution, to the public debate.

In our modern society, news media are no longer paper media that determine their readers' view of the world at fixed times. Publishers of news media have become multimedia news organisations where journalists working under enormous time pressure keep their readers informed, through all kinds of channels, of what is going on in the world and how this could be interpreted. Since explaining events and developments calls for thorough knowledge that also quickly becomes obsolete, it is no longer sufficient for journalists to keep their professional knowledge up to date, they also have to deepen and expand it. Permanent education must therefore be a standard aspect of a knowledge organisation, which, in essence, the editorial teams of news media are. This is not only in the interest of publishers and journalists, it is also a public interest.

Another interest that the partners to Part II Journalism share is that news media journalism will continue to be attractive to work in for talented people of all ages in the future. This is not self-evident for a shrinking sector. Journalism puts considerable strain on the private lives of journalists. This obliges the parties to this collective labour agreement to create modern terms of employment that enable men and women of all ages to find a good work-life balance throughout their careers.

The parties realise that these conditions can only be achieved in a healthy journalism sector and that further improving the professionalism of this professional group and ensuring an attractive working environment can contribute to the health of the entire sector.

II BASIC PROVISIONS

1 THE COLLECTIVE LABOUR AGREEMENT

The collective labour agreement as an entity; demarcating the domain

Article 1.1 Basic scheme: basic provisions and job category-specific provisions

Basic scheme

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

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

a. The basic provisions apply to all employees within the meaning of the collective labour agreement. The basic provisions are presented in chapters 1 to 9 of the collective labour agreement.

b. The job category-specific provisions exclusively apply to employees within the meaning of 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 job category-specific provisions for the individual job categories are presented in chapters 10 to 17 of the collective labour agreement.

Local consultation

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

Article 1.2 Term of the collective labour agreement

Term of the collective labour agreement

1. This collective labour agreement shall be applicable from 1 July 2015 to 28 February 2017 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.

Term of the provisions regarding Stichting Bedrijfstakbureau and funds

2. The termination of this collective labour agreement, as referred to in paragraph 1 of this article, does not concern the term of validity of article 8.3 (Extended WGA benefit shortfall insurance scheme), article 18.1 (Stichting Bedrijfstakbureau) and article 19.6 (employer's share).

These articles are valid for five years. This term starts on the inception date of the collective labour agreement.

Term of the provisions regarding the Supervision and Compliance Committee / Administration Board

3. The termination of this collective labour agreement does not concern the term of validity of article 18.2 (Supervision and Compliance Committee / Administration Board).

This article is valid for five years, i.e. from 1 July 2015 to 30 June 2020.

Article 1.3 Domain of the collective labour agreement

Legal succession

1. This collective labour agreement is the legal successor to the following collective labour agreements:

- CAO voor het Boeken- en Tijdschriftuitgeverijbedrijf (Collective Labour Agreement for the Book and Magazine Publishing Industry) 1 January to 31 December 2014

- CAO voor het Dagbladuitgeverijbedrijf

(Collective Labour Agreement for the Newspaper Publishing Industry) 1 January to 31 December 2014

- CAO voor Dagbladjournalisten

(Collective Labour Agreement for Newspaper Journalists) 1 January to 31 December 2014

- CAO voor Publiekstijdschriftjournalisten

(Collective Labour Agreement for General Interest Magazine Journalists) 1 January to 31 December 2014

- CAO voor Opinieweekbladjournalisten

(Collective Labour Agreement for Opinion Weekly Journalists) 1 January to 31 December 2014

- CAO voor Vaktijdschriftjournalisten

(Collective Labour Agreement for Trade Magazine Journalists) 1 January to 31 December 2014

With effect from 1 January 2016, this collective labour agreement will also be the legal successor to the

- CAO voor Huis-aan-huisbladjournalisten (Collective Labour Agreement for Journalists working for Free Local Newspapers) 1 April 2014 to 31 December 2015

Demarcation of the domain

2. This collective labour agreement does not concern the domain of the CAO voor Nieuwsbladjournalisten (Collective labour agreement for Newspaper/News Magazine Journalists).

Article 1.4 Terms and definitions

The following terms as used in this collective labour agreement shall have the definitions provided here:

COLLECTIVE LABOUR AGREEMENT PROVISIONS

Basic provisions

a. Basic provisions: the provisions in this collective labour agreement that apply to all employees within the meaning of the collective labour agreement.

Job category-specific provisions

b. Job category specific provisions: the provisions in this collective labour agreement that exclusively apply to employees within the meaning of the collective labour agreement, whose jobs have been classified into the job category to which the provisions in question relate.

EMPLOYER / EMPLOYEE AND OTHERS

Publisher

c. Publisher: the natural person or corporate body 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.

Where in the context of intra-company consultations, this collective labour agreement refers to 'the publisher' as a partner in discussions about topics that concern journalism, this term shall also refer to the highest representative in the organisation who is authorised to engage in consultations on the matter in question.

When verifying whether the activities of a company qualify as those of a 'publisher', as referred to above in the collective labour agreement, 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 within the meaning of the collective labour agreement 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
58.19	Other publishers (not of software)

Whether the publishers classified under these codes are also employers within the meaning of the collective labour agreement is determined by whether they employ staff. Those publishers who do not have any employees are publishers, but they are not employers within the meaning of the collective labour agreement.

NOTE. Companies classified in the SBI under the following codes are not considered as publishers within the meaning of the collective labour agreement:

- 58.21 Publishers of computer games
58.29 Other software publishers

Employer

d. Employer: the publisher where the employee is employed pursuant to an employment contract.

Employee (m/f)

e. Employee: the man or woman employed by the employer pursuant to an employment contract.

Journalist

f. Journalist: the employee whose main profession is to carry out journalistic activities.

Journalistic activities

g. 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 that belong to Part II Journalism of this collective labour agreement and elsewhere.

Editor

h. Editor: 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.

FORMS OF CONSULTATION

Consultations with the trade association

i. Consultations with the trade association(s): consultations between the employer and one or more trade associations involved in this collective labour agreement, which take place in accordance with the agreements made in this collective labour agreement and any internal supplementary agreements for the company.

Local consultations

j. Local consultations:

- consultations between the employer and the employee representation body that has been 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 locally made agreements within the meaning of the collective labour agreement shall stipulate a start date and an end date, without prejudice to the possibility of locally made agreements having been entered into for an indefinite period of time. The end dates of the local agreements do not necessarily have to be identical to the end date of the collective labour agreement. Upon expiration of the end dates of the local scheme and/or of the collective labour agreement, any locally made agreements will, in principle, be prolonged until the relevant provision or scheme in the collective labour agreement changes (see also article 1.5 paragraph 2).

- consultations between the publisher and the employee representation bodies of the publication(s) established on the basis of Part II Journalism or the editorial statute, i.e. the Editorial Board, Editorial Committee of Editorial Representatives.

Individual consultations

k. Individual consultations: consultations between the employer and individual employees that take place according to the agreements made in this collective labour agreement and any supplementary agreements in the company.

NUMBER OF WORKING HOURS

Normal number of working hours

l. Normal number of working hours

For employees

- The normal number of working hours for employees in full-time employment is 36 hours a week on average (1872

hours a year).

For 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 is 144 hours every four weeks on average (36 hours a week on average; 1,872 hours a year).

For newspaper journalists

- The normal number of working hours for journalists in full-time employment whose job is covered by the job classification system of Newspaper Journalists is 152 hours every four weeks on average (38 hours a week on average; 1,976 hours a year).

- For sports journalists

Contrary to the above, the normal number of working hours for journalists in full-time employment whose job is covered by the job classification system of Newspaper Journalists and who have been appointed as sports journalists is 144 hours every four weeks on average (36 hours a week on average; 1,872 hours a year).

- For Journalists working for Free Local Newspapers

The normal number of working hours for journalists in full-time employment whose job is covered by the job classification system for Journalists working for Free Local Newspapers is 38 hours a week on average (1,976 hours a year) in a five-day working week.

Individual number of working hours

m. 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.

Flexible Working

n. Flexible Working: specific terms of the employment contract agreed between the employer and the employee on a voluntary basis, where the activities agreed are carried out by the employee fully or partially independent of place and/or time (article 5.2 of the collective labour agreement).

Overtime for employees in full-time employment

o. Overtime for employees in full-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). 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 associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to employee representation.

Overtime for employees in part-time employment

p. Overtime for employees in part-time employment: the extra hours during which work is performed on the instructions of the employer after a working day of nine hours has been exceeded or after the normal number of working hours has been exceeded (article 5.1 paragraph 6).

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

Extra hours

q. 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.

Scheduled time off

r. 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. The application of scheduled time off ensures that the employee works exactly the number of hours agreed in respect of their individual number of working hours.

RATE OF PAY

Scaled salary; salary scales

s. Scaled salary: the gross monthly amount in accordance with the salary scales in this collective labour agreement. The scaled salary is the basis for any supplements referred to in this collective labour agreement.

Except for the scaled salaries for the job category of 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. The scaled salaries for the job category of Newspaper Journalists are based on a normal number of working hours of 152 hours every four weeks on average if in full-time employment (article 1.4 under l.).

Any individual number of working hours agreed pursuant to article 1.4 under m of the collective labour agreement longer than the normal number of working hours shall lead to a pro rata increase of the scaled salary.

Any individual number of working hours agreed pursuant to article 1.4 under m in conjunction with article 3.2 paragraph 2 of the collective labour agreement shorter than the normal number of working hours shall lead to a pro rata decrease of the scaled salary.

Fixed supplements

t. Fixed supplement: the following supplements and allowances shall be considered as fixed supplements in this collective labour agreement: extended working hours allowance (article 4.8 paragraph 1), individual supplement (article 4.6 paragraph 3) and inconvenience allowance (article 13.7).

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

The fixed supplement is based on the scaled salary. The scaled salary will apply as soon as the situation which the fixed supplement entitlement is based on ends.

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

Salary; annual salary

u. Salary: the fixed gross salary payment per month agreed on the basis of the scaled salary and any fixed supplements and the agreed individual number of working hours.

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

Annual salary: the annual salary is 12 times the salary.

Hourly wage

v. Hourly wage: the hourly wage is equal to 12 x the salary, divided by 52 x the individual number of working hours.

A la carte budget

w. A la carte budget: an annual gross amount that the individual employee accumulates by means of 12 equal monthly instalments in the period from January to December that enables the employee to arrange their own bespoke terms of employment in keeping with their own personal situation.

VALUATION OF DAYS' AND HOURS' LEAVE

Leave/Holiday

x. Leave/holiday:

- When accruing: when accruing (establishing) the holiday entitlements, the value of one day's leave/holiday expressed in hours amounts to: the individual number of working hours divided by five.

- When taking leave: when taking leave/holidays, the number of hours is written off that otherwise would have been worked on the day in question if no leave had been taken (article 5.8 paragraph 2). Leave is always written off in hours.

Leave hour exchange value

y. Leave hour exchange value: the value of one leave hour is equivalent to the hourly wage.

Article 1.5 Contractual provisions

Authorisations and dispensations

1. Authorisations to deviate from this agreement, granted during the term of previous collective employment contracts, and/or dispensations, shall continue to be effective until the scheme in this collective labour agreement that the authorisation or dispensation in question relates to is changed and/or until the reason why the dispensation was granted is changed or has become ineffective.

Agreements as to deviating from the collective labour agreement, entered into in local consultation

2. Agreements at company level, made with employee representatives 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 also article 1.4j).

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.

2 EMPLOYER AND EMPLOYEE

Article 2.1 Scope: employer and employee within the meaning of the collective labour agreement

Scope

1. This collective labour agreement applies to all employers and employees as described in article 1.4 under d. and e. of this collective labour agreement.

For editors-in chief, it depends on how their job has been classified whether the collective labour agreement applies to them

2. Editors-in-chief: for journalists with the job of editor-in-chief, the classification of their job in the applicable job classification system determines whether the collective labour agreement applies to them. Powers over editorial matters as referred to in the collective labour agreement continue to apply to editors-in-chief who are not employees within the meaning of the collective labour agreement pursuant to paragraph 3 under a of this article.

Exceptions

3. The following people will not be considered to be employees within the meaning of this collective labour agreement:

Employees in jobs with a higher classification than the job levels covered by the applicable salary structure

a. 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.

Holiday workers

b. 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.

Standby workers

c. 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 entitlements are granted, on the basis of this collective labour agreement and only for the hours worked.

Article 2.2 Outside employees, temporary workers and trainees

Outside employees/temporary workers

1. Employees who work on the basis of payroll constructions and temporary workers are not employees within the meaning of this collective labour agreement. Such employees shall be employed through certified agencies.

Trainees

2. Trainees are not employees (P1.1)

EMPLOYER

Article 2.3 Being a good employer

In general, the employer shall be under the obligation to do or refrain from doing that what a good employer ought to do or refrain from doing in similar circumstances (article 7:611 of the Dutch Civil Code (BW)).

Article 2.4 Employer's duties

The employer is specifically under the obligation:

- a. to ensure that conditions are created such that employees are able to carry out the work assigned to them in accordance with their obligations;
- b. to ensure that at least the same or similar terms of employment are applied if the employee is temporarily employed in another branch and/or with another employer (posting). Any costs necessarily incurred by the employee as a result shall be for the account of the employer.

Article 2.5 Conscientious objections

Any serious conscientious objections by the employee against carrying out certain activities shall be respected by the employer by enabling the employee to carry out similar replacement activities, unless, in all reasonableness, the company circumstances do not allow this.

Conscientious objections by journalists as a result of any systematic changes shall be governed by the provisions of article 10A.9 paragraph 4.

Article 2.6 Communications to employees

Communications from the employer that apply to all employees or to groups of employees shall be communicated to employees through the company's usual information channels.

Every employee is deemed to be aware of communications which have been communicated in this manner.

EMPLOYEE

Article 2.7 Being a good employee

In general, the employee shall be under the obligation to do or refrain from doing that what a good employee ought to do or refrain from doing in similar circumstances.

Article 2.8 Employee's duties

The employee is specifically under the obligation:

- a. when entering employment, to undergo a medical examination for the employer's account if the employer so wishes in connection with the work assigned to the employee and/or safety requirements, without prejudice to the provisions of the Dutch Medical Examinations Act (*Wet op de medische keuringen*);
 - b. to properly, orderly and responsibly carry out the activities assigned to them, following the instructions given to them by or on behalf of the employer;
 - c. if so required in the company's interest: to carry out other work than agreed in exceptional situations.
- No tasks other than journalist tasks can be assigned to the journalist (article 10A.3 paragraphs 2 and 3).

3 THE EMPLOYMENT CONTRACT *Basis of the employee's legal position*

Article 3.1 Entering into an employment contract in writing

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.

Ensuring information about the collective labour agreement

2. The employer shall ensure that every employee is made aware of the provisions of the collective labour agreement. It will be sufficient for the employer to refer to www.uitgeverijbedrijf.nl

Article 3.2 Full-time and part time employment

Full-time employment

1. Full-time employment is where the individual number of working hours is longer than or equal to the normal number of working hours.

Part-time employment

2. Part-time employment is where the agreed individual number of working hours is shorter than the normal number of working hours.

In the event of part-time employment, the provisions of the collective labour agreement are applied on a pro rata basis

3. In the event of part-time employment, the provisions of this agreement and of the locally made agreements resulting from this agreement will, in principle, be applied on a pro rata basis, unless otherwise stipulated in the separate provisions.

Article 3.3 Nature of the employment contract

Nature of the employment contract

1. The employment contract is entered into
a. for either an indefinite period of time (as an 'open-ended contract')
b. or for a fixed term
c. or for performing a certain set of activities.

Open-ended employment contract unless indicated otherwise

2. The individual employment contract shall state the applicable form of employment contract. If this statement is lacking, the employment contract shall be deemed to have been entered into for an indefinite period of time.

The term must be stated for a fixed-term contract

3. If the contract is entered into for a certain period, the term of the contract shall be stated.

Possibility to agree early termination of a fixed-term contract

4. The possibility of early termination of a fixed-term employment contract by giving notice can be agreed in the employment contract (article 3.10 paragraph 2).

Article 3.4 Trial period

The provisions of article 7:652 of the Dutch Civil Code apply to the trial period.

Article 3.5 Secondary activities

Employees who wish to carry out secondary activities shall require their employer's permission in writing. Such permission can be refused if the normal number of working hours is exceeded by the secondary activities being carried out, or if the employer makes it plausible that there is a likelihood of damage or loss or a conflict of interests.

Article 3.6 Suspension

Suspension

1. If any reasons as referred to in article 7:678 of the Dutch Civil Code occur, the employer shall be authorised to suspend the employee and withhold part or all of the employee's salary. The number of days for which the employee is suspended shall be stated when announcing the suspension; the maximum number of days of suspension shall be three.

Written communication

2. The reason why the employee is suspended must be communicated in writing when informing employees that they are suspended.

Article 3.7 Continuation of fixed-term employment contract

Provision on renewing employment contracts

1. The provisions of article 7:668a of the Dutch Civil Code apply as regards continuation of the fixed-term employment contract.

Obligatory term of notice of one month

2. The provisions of article 7:668 of the Dutch Civil Code, paragraphs 1 and 2, apply to giving notice of termination for fixed-term employment contracts.

Entitlement to compensation for late notice

3. If the employer has failed to comply with the obligation to give notice as referred to in paragraph 2, or has given notice too late, the provisions of article 7:668 paragraph 3 of the Dutch Civil Code shall apply.

Article 3.8 Termination of the employment contract

Termination

Without prejudice to the provisions of articles 3.10 and 3.11 of the collective labour agreement below, the employment contract shall at least end:

- a. as a result of termination of the employment contract during the trial period, in which case the employment contract can be terminated reciprocally with immediate effect;
- b. as a result of termination for urgent cause for the purposes of article 7:677 paragraph 1 of the Dutch Civil Code (immediate dismissal, detailed for the employer in article 7: 678 of the Dutch Civil Code and for the employee in article 7: 679 of the Dutch Civil Code);
- c. as a result of dissolution by a subdistrict court judge (*kantonrechter*);
- d. by a termination agreement;
- e. by giving notice;
- f. without notice being required: on the day when the employee reaches statutory old age pension age;
- g. by the employee's death.

Article 3.9 Terms of notice

Term of notice for the employee

1. The employee is subject to a statutory term of notice of one month (article 7:672 paragraph 3 Dutch Civil Code).

Term of notice for the employer

2. The employer shall observe the statutory term of notice stipulated in article 6:672 paragraph 2 of the Dutch Civil Code. The statutory scheme may be deviated from while applying this article of the collective labour agreement.

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

3. It can be agreed in writing in the individual employment contract that the statutory term of notice for the employee is extended to two months. Duly considering the provisions of article 7:672 paragraph 7 of the Dutch Civil Code, the employer shall then also be subject to a term of notice of two months.

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

4. It can also be stipulated in writing in the individual employment contract that the statutory term of notice for the employee is increased to a term longer than two months, up to a maximum of six months. Pursuant to the provisions of article 7:672 paragraph 7 of the Dutch Civil Code, the employer's term of notice will then be doubled.

Article 3.10 End of the fixed-term employment contract

After the fixed term has elapsed

1. The employment contract of employees with a fixed-term employment contract shall end on the last day of the period referred to in the individual employment contract, or at the time established pursuant to the first paragraph of article 7:668 of the Dutch Civil Code.

By giving notice

2. If this option has been agreed in accordance with article 3.3 paragraph 4 of the collective labour agreement, contrary to the previous paragraph, the fixed-term employment contract can also be terminated early by giving notice.

Article 3.11 End of the employment contract for a certain set of activities

Employment contracts for employees hired to perform a certain set of activities shall end when the activities for which the employment contract was entered into have ended. The provisions of article 3.7 of the collective labour agreement (provisions on renewing employment contracts and giving notice) do not apply here.

4 JOBS AND SALARIES
Basis of the employee's income

Article 4.1 Job classification systems and salary structures

Job classification system in the company

1. Jobs in the company shall be classified into a 'job level matrix' (job classification system) based on job descriptions and in accordance with a job evaluation method recognised by the parties to the collective labour agreement.

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

2. Different job classification systems, based on recognised job evaluation methods, have been laid down in the collective labour agreement. The job classification systems shall be maintained by the respective system holders under the responsibility of the parties to this collective labour agreement. Salary structures shall be linked to the different job classification systems.

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

3. A company shall have the right to apply its own method of job evaluation and/or its own salary table, approved within the company, with the permission of the Supervision and Compliance Committee / Administration Board established by the parties to the collective labour agreement (article 18.2).

Permission shall only be granted if the following conditions are complied with:

- a. The job evaluation method is based on a system recognised by the parties to the collective labour agreement.
- b. The company provides for its own procedures for lodging objections and appeals; filing appeals with the Supervision and Compliance Committee / Administration Board is not an option.
- c. The scaled salaries of the job levels belonging to this system are at least equal to the scaled salaries belonging to the job levels in the job classification systems referred to in paragraph 2 of this article.

Salary increase

4. The salaries and salary scales were formally increased by 1% with effect from 1 July 2015.

Article 4.2 Appointment to a job; job classification

Establishing the applicable job and salary structures

1. The employer shall compare the employee's job description with the reference jobs in the individual job classification systems in the collective labour agreement. The outcome shall define the job classification system and the corresponding salary structure that will apply to the employee.

Appointment of the employee; written communication

2. The employee who satisfies the requirements for the job shall be appointed to the job within the job classification system found to be applicable in accordance with paragraph 1 of this article. The employee shall be classified in the salary scale corresponding to such job level.

The employer shall establish the applicable job and salary structures, and the applicable job level, grant the salary and communicate this to the employee in writing.

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

3. The provisions established for the specific job category in this collective labour agreement (job category-specific provisions) shall also apply to the employee whose job has been classified in a certain job category.

Objection to classification of the job

4. If the employee does not agree with how their job has been classified, they can object to this in accordance with the company's procedure for lodging objections. If the company does not have its own procedure for lodging objections, the procedure for lodging objections appropriate to the applicable job classification system in the collective labour agreement shall apply.

Article 4.3 Fixed salary

Salary based on professional maturity

The employee who satisfies the requirements for their job shall at least receive the starting salary of the salary scale corresponding to the job level.

Article 4.4 Variable salary

Possibility to agree a variable salary

Besides the fixed salary in accordance with the collective labour agreement, the employer can also assign a variable salary, depending on the performance of the individual employee and the individual company. In such event, the employer shall make agreements about assigning variable salaries in the local consultations.

Article 4.5 Salaries for sales positions

Remuneration possibilities within a certain bandwidth

The fixed salary for sales positions, to be identified in local consultation, can be set, in a manner to be determined in local consultation, at a lower percentage (e.g. 80%) of the salary in accordance with the classification described in article 4.2 if the following conditions are fulfilled.

- a. If the employee achieves a certain performance, which can be influenced by the individual employee, based on pre-defined criteria, the employee can obtain a correspondingly higher fixed salary plus a variable salary of said classification (with a minimum of 80% that would be 120%).
- b. The fixed salary must not be lower than the statutory minimum wage.
- c. A salary of 100% will be awarded for a normal performance.
- d. Pension accrual (to the extent that this is permissible according to the tax rules), holiday allowance and other fixed wage components shall be based on 100% of the salary in accordance with the classification.

Article 4.6 Salary if the individual job level changes

Classification into the new salary scale

1. If an employee is appointed to a job with a different job level or if, based on the applicable job evaluation method, their job is assessed as a different job level, the employee will be classified into the salary scale belonging to the new job level. Classification shall take place in accordance with article 4.2 of the collective labour agreement.

Promotion

2. If the former scaled salary was lower than the maximum in the new salary scale (promotion), the employee shall receive a standard increase of the new scale, as long as this does not result in the maximum in the new scale being exceeded.

Awarding an individual supplement

3. If the former scaled salary was higher than the maximum in the new salary scale, the higher portion shall be expressed as an individual supplement. The supplement can be phased out over a period to be established in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

Voluntary switch to a lower job level

4. The provisions of the previous paragraph of this article shall not apply to situations where the employee has voluntarily switched to a lower job level.

Article 4.7 Periodic salary increase

Standard increase after appraisal

1. An employee who has not yet reached the maximum salary of their salary scale can qualify for a salary

increase every year after having been appraised on the basis of a system recognised by the parties to the collective labour agreement.

The starting point is that a standard increase shall be granted for standard performance.

The appraisal system stipulated in the job category-specific provisions for Newspaper Journalists (article 13.9) shall apply to newspaper journalists.

Standard increase if not appraised

2. If the employee is not appraised on the basis of a system recognised by the parties to the collective labour agreement, the standard increase shall be assigned every year, with effect from 1 January (or another date to be established in local consultation) until the maximum salary for the job level in question has been reached.

No standard increase in the event of long-term absence

3. If an employee is absent for a long period and cannot be appraised as a result, no standard increase shall be applied unless age scales (job category of Book and Magazine Publishing) or initial scales (job category of Newspaper Publishing) apply (article 11.3 or resp. article 12.4).

No standard increase in the event of long-term absence

4. If an employee is absent for a long period and cannot be appraised as a result, no standard increase shall be applied unless scales for apprentice journalists or novice journalists (job category of Newspaper Journalists) apply (article 13.3 and article 13.4).

Article 4.8 Extended working hours allowance

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

1. If some or all of an employee's working hours are not within the working hours designated as the day shift window in article 5.1 of this collective labour agreement, the employee will receive a 25% allowance on top of their scaled salary (extended working hours allowance) for those hours worked outside the day shift window, unless agreements apply that have been made on the basis of article 5.2 of the collective labour agreement (Flexible Working).

Agreeing another allowance percentage

2. An extended working hours allowance of other than 25% can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

Cancellation and/or reduction of the extended working hours allowance

3. If the extended working hours allowance is cancelled and the employee has received an extended working hours allowance for five years, the employee shall be entitled to a proportionate annual reduction during a period of five years.

Other reduction agreements can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

Article 4.9 Compensation of overtime hours for employees in full-time employment

Higher salary scales: compensation of overtime hours as additional time off, possibly as an addition to the à la carte budget

1. The salary scales to which the employee's entitlement to extra leave/holidays to compensate overtime is linked have been established for every individual job category.

Employees in full-time employment, classified into a salary scale to which the entitlement to extra leave/holidays is linked, will receive three additional days' leave/holidays per calendar year to compensate overtime hours.

With effect from 1 January 2016, the employer may add all or part of the value of these three additional days' leave /holidays (1.2% of the salary) to the à la carte budget in local consultation.

Higher salary scales: instead of additional time off, compensation of overtime hours is also possible as time for time or in the form of an overtime allowance

2. It can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives, that the compensation scheme established in paragraphs 3 (time for time) or 4 (payment of overtime allowance) of this article applies to the employees referred to in paragraph 1 instead of the entitlement to additional time off.

Lower salary scales: compensating overtime hours as time for time

3. Employees in full-time employment who have been classified into a salary scale that is not connected to the entitlement of three additional days' leave/holidays as referred to in paragraph 1 are entitled to compensation of overtime hours. Overtime hours are compensated as time off (hour for hour).

Lower salary scales: compensating overtime hours in the form of overtime allowance

4. Contrary to the provisions of paragraph 3, it can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives, that overtime hours will be compensated by paying them out at the applicable hourly wage. When overtime hours are paid out, the following allowance percentages apply:

- a. overtime on Monday to Friday: an overtime allowance of 30%
- b. overtime on Saturday: an overtime allowance of 50%
- c. overtime on Sunday: an overtime allowance of 100%

Lower salary scales: possibly awarding additional time off instead of compensating overtime hours as time for time or in the form of an overtime allowance

5. It can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives, that, instead of the entitlement to having overtime hours compensated as referred to in paragraphs 3 (time for time) and 4 (payment of overtime allowance) of this article, compensation equal to the compensation scheme referred to in paragraph 1 (additional time off) of this article applies.

Taking compensation as time off within the calendar year or having it paid out at the end of the year

6. Time off taken as compensation of overtime hours shall be taken within the calendar year in which the hours were worked. Only additional hours worked in the month of December may be compensated in the next calendar year.

Any compensation hours not taken as time off shall be paid in December. In local consultation, it can be agreed that the employee can opt for payment as a percentage of their salary through the à la carte budget.

Compensation of overtime hours shall be without prejudice to the extended working hours allowance

7. In addition, the extended working hours allowances referred to in article 4.8 paragraph 1 of the collective labour agreement shall also apply to the hours worked outside the day shift window.

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

Compensation of extra hours in the form of time off or money

1. In consultation, extra hours will be compensated as time off (hour for hour) or as cash (paid out) for employees in part-time employment.

Extra hours that are paid out are included in the basis for calculating the holiday allowance and the holiday entitlement. The holiday allowance and holiday entitlements with respect to the extra hours will be paid out as part of the next salary payment.

Compensation of overtime hours

2. As regards compensating overtime hours, the provisions of article 4.9 of the collective labour agreement apply *mutatis mutandis* to employees in part-time employment.

Compensation of extra hours and overtime hours shall be without prejudice to the extended working hours allowance

3. In addition, the extended working hours allowances referred to in article 4.8 paragraph 1 shall also apply to the

hours worked outside the day shift window.

Article 4.11 Holiday allowance

Holiday allowance year

1. With effect from 1 January 2016, the year for the holiday allowance shall be equal to the calendar year: the holiday allowance will be accrued from 1 January to 31 December.

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. With effect from 1 January 2016, the amount of the holiday allowance will be added to the à la carte budget as 12 monthly instalments (article 6.2 paragraph 1).

5 WORKING HOURS, HOLIDAY AND LEAVE
Basis of the availability of the employee

Article 5.1 Customary daily working hours

Day shift window

1. The customary daily working hours that apply to the employee are between 7 a.m. and 7 p.m. from Monday to Friday (the day shift window).

Daily working hours within the day shift window

2. In local consultation and within the boundaries of the day shift window, the employer can establish daily working hours that apply in its own company, taking into consideration the company's opening hours and the nature of the work to be carried out.

Daily working hours with a deviating day shift window

3. In consultation with the trade associations involved, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives, the employer can make agreements regarding flexible/variable working hours or a day shift window for certain jobs/editorial teams that differs from the provisions in paragraph 1.

Agreeing schedules in the event of flexible/variable working hours

4. To the extent that flexible/variable working hours apply in the company, one or more schedules are agreed in local consultation. The working hours according to these schedules that are within the margins of the day shift window shall 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. Working hours for individual employees can be recorded in a duty rota after individual consultation. Through individual consultation, the employer can also agree that the employee works flexibly, i.e. employees plan their daily working hours per period as they please.

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

6. Without prejudice to the previous paragraphs of this article and without prejudice to the provisions of article 1.4 under l and m, the following restrictions to the normal number of working hours or the individual number of working hours apply to employees:

- a. The maximum number of working hours per day is 9 (article 1.4 under p).
- b. The maximum number of hours worked a week is 45.
- c. As a rule, employees shall not work on Saturdays and on Sundays, unless the nature of the activities to be carried out makes working on Saturday and/or Sunday necessary.

Article 5.2 Flexible implementation of working hours: Flexible Working (FW)

Flexible Working

1. In local consultation, agreements can be made within the company about the flexible implementation of working hours for the purposes of Flexible Working, as referred to in article 1.4 under n. of this collective labour agreement.

Provisions that do not apply in case of Flexible Working

2. The following provisions in the collective labour agreement do not apply to companies that have introduced a flexible implementation of working hours for the purposes of Flexible Working in local consultation: article 4.8 (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 hours for employees in part-time employment) and article 5.1 (Customary daily working hours).

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

3. In derogation of the provisions of the previous paragraph, further agreements can be made in local consultation as to the compensation for extra activities carried out on the instructions of the employer.

Keeping records of holidays and leave in combination with Flexible Working

4. In the event of absence due to holiday, special leave as referred to in article 5.6 or public holidays as referred to in article 5.7, the average number of hours to be worked per day based on the normal number of working hours that applies to the employee and the number of days to be worked pursuant to the employment contract, per four-week period, will be considered to have been taken for every individual day of leave, unless a different number of working hours applies to the day in question pursuant to the individual employment contract.

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

Reduction of working hours

1. Agreements about reduction of working hours for older employees are made on a voluntary basis. Agreements about reduction of working hours constitute the joint responsibility of the employer and the employee. Examples of important factors in this respect are personal circumstances and/or the company situation.

Reduction of working hours scheme

2. If the employer and the employee have reached agreement about reduction of working hours, the following entitlement will apply to employees who are no more than three years removed from the age when they will become entitled to old age pension: work 80%, receive 90% wages and continue pension accrual for 100% (while maintaining the existing ratio of contribution payments by the employer/employee).

3. In mutual consultation, the employer and the employee can opt for a lower working percentage and lower wage and pension accrual percentages derived therefrom. The minimum threshold for continuation of the pension accrual is a minimum work factor of 50% (work 50%, receive 56.25% wages and continue pension accrual for 62.5% and voluntary early retirement).

Grounds for refusal

4. Pursuant to the Dutch Adaptation of Working Hours Act (*Wet aanpassing arbeidsduur*), an employer can only refuse a request for a reduction of working hours on the basis of substantial factors.

Dismissal due to reorganisation

5. If an employee is dismissed as a result of a reorganisation during the first two years in which their reduction of working hours is effective and thus is entitled to a supplementary payment in accordance with this collective labour agreement, this payment will be calculated on the basis of their original salary.

Article 5.4 Accrual of holiday and leave entitlements

Statutory leave of 20 days and supra-statutory leave of four days

1. Employees in full-time employment are entitled to 20 days' statutory leave and four days' supra-statutory leave. With effect from 1 January 2016, the value of the supra-statutory leave (four days: 1.6% of the gross annual salary) will be added to the à la carte budget.

Compensation for special situations amounting to one day's leave a year in the à la carte budget ('joys and sorrows day')

2. With effect from 1 January 2016, employees will receive a supplement to their salary equal to one day's holiday/day's leave every calendar year (0.4% of the gross annual salary) for special situations according to general custom or pursuant to the law, such as going to a doctor, moving house etc. This supplement will be added to the à la carte budget.

Extra leave for employees in higher salary scales to compensate overtime hours

3. Employees as referred to in article 4.9 paragraph 1 are entitled to three additional days' leave/holidays per calendar year. With effect from 1 January 2016, all or part of the value of the three additional days' leave/holidays (1.2% of the gross annual salary) can be added to the à la carte budget by the employer through local consultation to compensate for overtime hours.

Buying extra leave from the à la carte budget

4. With effect from 1 January 2016, employees can use their à la carte budget to buy extra hours' leave in each calendar year, up to a maximum of three times the weekly number of hours that the employer has agreed with the individual employee in their employment contract, or as agreed through local consultation at the individual company.

The extra hours' leave shall be taken in the calendar year in which they are bought.

Article 5.5 Short-term care leave

In derogation of the Dutch General Work and Care Act (*Algemene Wet Arbeid en Zorg*), the first five days of the annual maximum of 10 days of short-term care leave shall be compensated by continued payment of 100% of the uncapped daily wage, and the other five days shall be compensated by continued payment of 70% of the maximum daily wage.

Article 5.6 Special leave

In the following situations in which employees have been unable to perform their stipulated activities, they will continue to be entitled to salary for the hours not worked.

- a. In the event of the death of their spouse or partner, or a parent, parent-in-law, or an adopted, step or own child: from the day of death to one day after the burial/cremation.
- b. In the event of the death of a grandparent, brother, sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law: the day of the death and the day of the burial/cremation.
- c. In the event of their getting married (with registered partnership being considered to be equal to marriage): two days.
- d. In the event of the birth of a child of the employee: two days.

Article 5.7 Public holidays

Public holidays

1. The employee is entitled to paid leave on: New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, and King's Day (*Koningsdag*), as well as any national public holidays established by the government.

Liberation Day (Bevrijdingsdag)

2. Once every five years, the fifth of May is considered a public holiday for the purposes of this collective labour agreement.

Continued pay for public holidays that coincide with working days

3. As a rule, no work shall be done on public holidays. If these public holidays occur on working days on which the employees in question should have worked, employees will receive their salaries for these days as usual.

Article 5.8 Taking holiday and leave

Applying for holiday

1. The employer shall only refuse a request for taking holiday if necessary in the interests of the business.

Taking holiday as hours

2. Holiday is taken as hours. The number of hours to be taken is determined on the basis of the individual scheme that applies to the employee and that has been established through individual consultation.

Leave for special situations: deduct or make up

3. If the employee is given leave for a special situation, as referred to in article 5.4 paragraph 2, the leave hours are deducted as time, or the value of the leave hours is deducted from the à la carte budget, or the hours not worked

are made up within four weeks, this to be decided in consultation with the employer.

Setting further rules for taking holidays at company level

4. Within its own company, the employer can agree further rules about taking holidays, in local consultation.

Two collective holidays per calendar year

5. Prior to the calendar year, the employer can designate, in local consultation, two statutory holidays per calendar year as obligatory holidays which will be deducted from the employee's holiday entitlement.

6 THE À LA CARTE BUDGET *Facilitating personal choices*

Article 6.1 The à la carte budget

A la carte budget

1. With effect from 1 January 2016, employees will have an à la carte budget at their disposal.
The à la carte budget is an annual gross amount that the individual employee accrues in 12 equal monthly instalments in the period of January - December.

Value of the à la carte budget

2. The basic budget of an individual employee's à la carte budget has a value of 10% of their salary (article 1.4 under u). During the year 2016, the amount of the à la carte budget will be increased to 12 %, leading to a monthly accrual of the à la carte budget by 12% of the monthly salary (or 1% of the annual salary) in 2016.

Making use of the amount saved during the calendar year

3. During the calendar year, the employee can use the amount saved in order to buy another employee benefit or to have a single gross amount paid out.

Payment at the end of the year

4. The residual amount of reserves in the à la carte budget shall be paid to the employee at the end of the calendar year, duly considering the provisions of article 6.5.

Article 6.2 Accrual of the à la carte budget

Sources: standard accrual of the à la carte budget

1. The following employment conditions are standard components of the accrual of the monthly à la carte budget:

- a. the monthly payment of the holiday allowance as referred to in article 4.11 paragraph 2, amounting to 8% of the gross annual salary;
- b. the value of the supra-statutory leave as referred to in article 5.4 paragraph 1, i.e. 1.6% of the gross annual salary;
- c. the value of the annual compensation for one day for special situations according to general custom or pursuant to the law as referred to in article 5.4 paragraph 2 of the collective labour agreement, i.e. 0.4% of the gross annual salary.

Possibly three compensation days for overtime hours go into the à la carte budget

2. If agreed in local consultation, in accordance with article 5.4 paragraph 3, the value of three extra holidays (compensation days for overtime hours; 1.2% of the gross annual salary) shall be entirely or partly added to the à la carte budget.

Different accrual of the à la carte budget

3. A different way of accruing the à la carte budget than that referred to in paragraph 1 of this article can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

Addition of other components to the à la carte budget

4. In local consultation, one or more incidental or regular components can be added to à la carte budget.

Article 6.3 Use of the à la carte budget

Choosing employee benefits

1. The employee can use the à la carte budget on a monthly basis for:

- a. payment in months of the employee's choice. The à la carte budget is saved to have it paid out in one or more months in the calendar year, as selected by the employee;

- b. buying extra leave hours. Employees are entitled to buy a maximum of three weeks of extra leave, based on their individual number of working hours (article 5.4 paragraph 4 of the collective labour agreement);
- c. extra contribution to the pension scheme, if and to the extent that the employee's pension scheme offers sufficient scope for this;
- d. costs of education and training;
- e. financing individual or collective insurance policies and products offered by parties to the collective labour agreement.

Offering extra options at company level

- 2. Products relating to employee benefits can be added at company level.

Payment of union membership fee through the à la carte budget

- 3. In local consultation, agreements about payment of the union membership fee through the à la carte budget (see also P2.5 of the collective labour agreement) can be made for employees covered by the collective labour agreement who are members of one or more of the trade associations involved in this collective labour agreement.

Article 6.4 Additional financing of options from the salary

If the à la carte budget is not sufficient, employees shall be entitled to finance one or more options from their salary. Any purchase of employee benefits through the salary may have consequences as stipulated under article 6.5.

Article 6.5 Consequences for national insurance and pension

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

- 1. Payroll tax and national insurance premiums are withheld from the part of the à la carte budget that is to be paid out and from some of the options. The à la carte budget forms part of the employee's income for the purposes of national insurance (including unemployment insurance (WW) and incapacity insurance (WIA)) and it can affect the basis of national insurance benefit payments and allowances pursuant to the Dutch Income Tax Act (*Wet op de Inkomstenbelasting*) and other subsidy schemes.

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

- 2. With the exception of the holiday allowance (article 4.11 paragraph 2), the schemes that form the basis for the à la carte budget, as provided for in article 6.2 paragraph 1 of the collective labour agreement, are not pensionable schemes unless agreed otherwise in the regulations of the company's pension scheme or with an industry pension fund that the company has joined, or in local consultation.

7 EMPLOYABILITY AND EDUCATION AND TRAINING *The personal development of the employee*

Article 7.1 Long-term employability of the employee

Shared responsibility

1. There is a shared responsibility for the employer and the employee to keep the employee's employability up to par.

Annual point of discussion

2. Employability is an annual discussion point between employer and employee.

Career scan, coaching

3. The employer facilitates employability by offering, e.g., a career scan and/or coaching interviews.

Entitlement to periodic use of an optional facility

4. At least once every four years, the employee may choose to make use of a facility offered, unless otherwise agreed in local consultation.

Education budget

5. During the term of the collective labour agreement, employers shall make available 1% of the wage and salary bill, calculated over the uncapped wage for purposes of national insurance, to be invested in education on an individual basis in order to increase employees' employability.

Article 7.2 Education and personal development

Education policy

1. Formulating the education policy is the responsibility of the company with the goal of keeping employees' current and future competencies at the right level. As a rule, individual education efforts will be recorded in writing.

Study programmes, training courses

2. The employer shall enable employees to take study programmes/training courses that are, for instance, necessary to enable employees to properly carry out, or continue to carry out, the tasks that form part of their jobs.

3. The employee shall be under an obligation to attend study programmes, as well as study programmes that are necessary to enable employees to properly carry out, or continue to carry out, the tasks that form part of their jobs. If an employee is at risk of becoming unemployed due to factors for which they are not to blame themselves, they shall be under the obligation to attend a study programme relevant to the labour market, provided that such study programme is paid for by the employer.

Personal development

4. Personal development focuses on:

- a. the employee's current job (maintaining and improving the employees' knowledge and skills that they need to perform their jobs and, if necessary, improve their performance);
- b. a different, possible job in the context of a career move (development of the employee enabling them to be promoted to another job and/or broaden their employability);
- c. those employees whose activities are expected to be discontinued or to change drastically in the next few years, taking into account the developments in the companies as forecast in company plans. They will be offered the opportunity to prepare for these changes through job-specific or career-oriented training at an early stage.

8 INCOME SUPPORT

Mitigating the consequences of exceptional circumstances

Article 8.1 Occupational disability of up to 104 weeks

Continued payment of salary for the first 52 weeks of sick leave

1. An employee who is entitled to continued salary payment while on sick leave, pursuant to article 7:629 of the Dutch Civil Code, shall receive 100% of the salary the employee last earned before falling ill.
2. Following on from the first 52 weeks, an employee who is entitled to continued salary payment while on sick leave, pursuant to article 7:629 of the Dutch Civil Code, shall receive at least 70% of the salary the employee last earned before falling ill.
3. If the employee is partly fit to work, they shall be entitled to receive 100% payment of the salary for the hours actually worked, or worked on a therapeutic basis, after the 52nd week. The employee will receive 70% of the salary the employee last earned before falling ill for the remaining hours.

Salary supplement

4. If it has been established on the basis of an IVA decision (decision pursuant to the Dutch Work and Income according to Labour Capacity Act (*Wet werk en inkomen naar arbeidsvermogen*) as regards income insurance for people who are fully and permanently incapacitated for work) that an employee has no perspective of returning to the labour market, the employee shall receive 100% of the salary the employee last earned before falling ill during the period after the 52nd week and until the 104th week at the latest. If necessary, the supplement will be paid with retrospective effect.
5. If it is objectively established during the first two years of sickness that it will be impossible for an employee to return to their own employer and if the employee manages to find a new employer in those first two years, the employee will receive a supplement from their former (own) employer until the end of this second year of sickness to top up their salary if their salary from their new employer is lower than the salary the employee last earned before falling ill. The amount of the supplement shall 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 supplement as a lump sum payment at the end of the employment or it can decide to pay monthly supplements.

Article 8.2 Occupational disability after 104 weeks (2 years)

The entitlement to continued salary payment expires after 104 weeks

1. If the employee is still incapacitated for work after 104 weeks, their entitlement to continued salary payment expires.

Possibility of termination of the employment contract

2. In accordance with applicable legislation and regulations, the employer can terminate the employment contract with the employee.

Article 8.3 Disability Pension Scheme for the Publishing Industry with effect from 1 January 2016

NOTE: Article 8.3 took effect on 1 January 2016 and has replaced the Disability Pension schemes in articles 11.6, 12.7, 13.14, 14.8, 15.5 and 16.12 in the Job category-specific provisions of the collective labour agreement that applied up to 31 December 2015.

Extended WGA Benefit Shortfall scheme

1. The Disability Pension scheme for the Publishing Industry shall apply to all employees with effect from 1 January 2016. Details of this scheme can be found in 'Regulations of the Foundation for the Disability Pension Scheme for

the Publishing Industry with effect from 1 January 2016' (Annex 4A to this collective labour agreement). The administration of the scheme has been assigned to the Stichting Arbeidsongeschiktheidsvoorziening UB (Foundation for the Disability Pension Scheme for the Publishing Industry) in Amsterdam.

Supplement in the event of full, non-permanent occupational disability 80-100%

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 70% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension or when they reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but this payment of this supplement will cease when they become entitled to statutory old age pension or when they reach the age of 67).

Supplement in the event of WGA shortfall

4. After having received benefit for a maximum of 120 months, as described in paragraph 3, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, statutory follow-up benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to a supplement becomes effective after the entitlement to a supplement as referred to in paragraph 3 has lapsed. The supplement will be paid for as long as the employee receives statutory follow-up benefit, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Entitlement to supplement; indexation

5. Supplements to the benefit as referred to in article 8.3 paragraphs 2, 3 and 4 are indexed on 1 January every year, taking into consideration the applicable general changes to benefits under the Dutch Work and Income (Ability to Work) Act (WIA), capped at 3% annually.

The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA.

Annual contribution

6. The contribution is set by the parties to the collective labour agreement every year, upon having been advised by the Board of the Foundation for the Disability Pension Scheme for the Publishing Industry. The contribution shall be paid by the employee and shall be 0% of the tax base for the Extended WGA benefit shortfall insurance with effect from 1 January 2016 and 0.14% of the tax base for the Extended WGA benefit shortfall insurance with effect from 1 January 2017.

Article 8.4 Death benefit

Death benefit

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

Direct descendants

2. Direct descendants are taken to be: the surviving spouse or registered partner with whom the employee maintained a joint household on a permanent basis until the moment of their death. If such person is no longer alive or if the partners or spouses have permanently separated, direct descendants are taken to be: the legitimate minor children and/or children who are related to the employee under family law.

Article 8.5 Pension

With effect from 1 October 2016, 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 must spend at least 21.5% on a pension scheme and is not obliged to spend more than 21.5% on a pension scheme.

State pension offset

b. The state pension offset of a maximum of €14,500 (reference date: 1 January 2016); this state pension offset is index-linked every year in accordance with the indexation established by the PGB pension fund for the standard scheme.

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 €75,000 a year (reference date: 1 January 2016). This 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.

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 of €14,500 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.

Decision-making within the company

4. The company - in conjunction with the employee representatives - can determine how to deal with various matters including: the accrual percentage rate, the state pension offset amount, the division of the contribution, the dependant's pension and the contribution in the event of occupational disability (Dutch *PVI*), within the budget based on the above four pillars.

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

5. 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 €75,000. 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 bespoke scheme

6. Any pension schemes agreed within the company are subject to actuarial testing to verify that the overall agreed pension scheme is equivalent to the pension scheme described in paragraphs 1 and 2. If actuarial testing shows that the overall agreed pension scheme is equivalent, the scheme can be implemented without submitting a request for dispensation to the Supervision and Compliance Committee/Administration Board. 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.

Non-standard agreements at company level

- Consultation with employee representatives and trade associations

7. If an employer wishes to agree a pension scheme with the employee representatives, which differs from the provisions of this article, the company shall submit an application for consent both to the employee representatives and to the trade associations 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 associations involved at the same time. The decision about the new pension scheme is made together with the employee representatives within the company.

- Dispensation from the collective labour agreement obligation by the Supervision and Compliance Committee

8. In accordance with article 18.2.2 of the collective labour agreement, the Supervision and Compliance Committee/Administration Board shall grant the company dispensation from the mandatory application of this section about pensions before the new, non-standard scheme as referred to in paragraph 7 can be implemented.

- 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 the internal procedures were followed correctly when forming the pension scheme in the company.
- The Supervision and Compliance Committee/Administration Board shall assess whether the agreed pension scheme, given the framework of the collective labour agreement, does not deviate from this framework to such an extent that, in all reasonableness, it should not have been agreed.

In its assessment, the Supervision and Compliance Committee/Administration Board can be assisted by an expert (e.g. an actuary), with the costs being borne by the requesting company.

General exception for the BTU, PU/OP and VAK job categories

9. a. Contrary to the above, where companies have employees in job categories BTU, VAK and PU/OP, the provisions of the relevant former collective labour agreements for BTU, PU/OP and VAK regarding pension schemes shall continue to apply until the parties to the collective labour agreement have made new agreements for these companies too.

b. An actuary assesses whether the pension scheme established within the company adversely differs from the provisions of the relevant former BTU, PU/OP and VAK labour agreements concerning pensions. If actuarial testing shows that the agreed pension scheme does not adversely differ from the provisions of the relevant former BTU, PU/OP and VAK labour agreements concerning pensions, the scheme can be implemented without submitting a request for dispensation to the Supervision and Compliance Committee/Administration Board. 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.

c. If all parties involved within the company agree to the company's own pension scheme that differs from the provisions of the relevant former BTU, PU/OP and VAK collective labour agreements on pensions, such scheme shall be submitted to the Supervision and Compliance Committee/Administration Board, which can grant dispensation. Requests for dispensation shall be dealt with by the Supervision and Compliance Committee/Administration Board, based on the procedure provided for in paragraph 8 of this article.

Duration

10. The agreements made in this article shall take effect on 1 October 2016.

9 REORGANISATION

Provisions in the event of reorganisation, merger, company relocation or winding up

Article 9.1 Provisions in the event of reorganisation / change in structure

Reorganisation / change in structure

1. For the purposes of this article, reorganisation is taken to mean: 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. The provisions of article 10A.9 and, to the extent applicable, article 13.13 or article 14.7 of the collective labour agreement apply to any change in structure.

Duty to provide information

2. If, pursuant to article 25 of the Dutch Works Councils Act, the employer informs the Works Council concerning an intended decision to reorganise that will lead to a reduction in jobs with staffing consequences, the employer shall also inform the trade association(s) at the same time.

Winding up and company relocation

3. The provisions of this article shall also apply in the event of the company being wound up and in the event of the company being relocated.

Work and Security Act (Wet Werk en Zekerheid)

4. In the event of a reorganisation, the obligations pursuant to the Dutch Work and Security Act (*Wet Werk en Zekerheid*) shall apply, including the transition allowance.

Article 9.2 Redundancy scheme

Redundancy scheme

1. If the company is subject to a reorganisation as referred to in article 9.1 of this collective labour agreement, the employer can agree a redundancy scheme in local consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

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

2. Provided that the redundancy scheme is given the status of a collective labour agreement, agreements can also be made as part of the redundancy scheme, duly considering the opportunities offered by the Dutch Work and Security Act.

Deviations from the law can concern such aspects as the 'age bracket' principle (redundancies affecting all age groups of employed staff equally) (up to a maximum of 10% of the employees), the amount of the transition allowance and possibly other allowances, provisions about education, outplacement, terms of notice, supplementary agreements etc.

3. If a redundancy scheme has been agreed in a company in consultation with the trade association(s) involved in the collective labour agreement, article 9.3 does not apply.

Article 9.3 Deviating from the 'age bracket' principle

Deviation

1. Under conditions to be established in the ministerial redundancy regulation, deviating from the 'age bracket' principle (*afspiegelingsbeginsel*) for 10% of the employees can be agreed in consultation with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

Redundancy committee

2. Pursuant to the provisions of article 7:669 paragraph 6 of the Dutch Civil Code, the 'age bracket' principle

can be deviated from to a significant extent, on 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

10 GENERAL JOB CATEGORY SPECIFIC PROVISIONS *Supplementary and/or deviating provisions for specific jobs or job categories*

10A JOURNALISM

Article 10A.1 Scope: journalist jobs

The provisions in part A of this chapter exclusively apply to employees referred to in article 1.4 under f of the collective labour agreement: employees who perform journalistic work as their main profession.

Article 10A.2 Editorial statute

Editorial statute

1. The publisher shall establish an editorial statute that regulates both the position of the editors-in-chief and that of the other editors for every title (a publication with its own, independent editorial team, such as a newspaper, an opinion weekly, a general interest magazine or a trade journal, both in paper form and in a digital form or as a mix of these manners of publication) published by the publisher. If several titles are managed by one team of editors-in-chief, an editorial statute can also be established for such group of titles.

If no editorial statute has been drawn up for a title or a number of titles, the provisions of the model editorial statute agreed by the parties to the collective labour agreement shall at least apply as a minimum regulation.

The publisher, editors-in-chief and the representatives of the other editors shall be at liberty to agree wider authorities for the title(s) in question than as stipulated in the model editorial statute.

If an editor-in-chief and/or an editorial board, if this has been set up, already has/have wider authorities than provided for in the model editorial statute, these authorities will be maintained unless other regulations are made in mutual consultation.

As long as no model editorial statute that serves as a minimum regulation has been agreed, the model statute as agreed in the former collective labour agreements for general interest magazine journalists, opinion weekly journalists and trade magazine journalists shall apply.

Consultation about establishment or change

2. Before establishing an editorial statute for a title, agreement as to its contents shall be reached between the publisher, the editors-in-chief and the representatives of the editorial team(s) of the title(s). The same applies to any changes to the editorial statute. Models for an editorial statute made available by parties to the collective labour agreement can be used during these consultations.

Minimum conditions

3. The following matters will be recorded as a minimum in the editorial statute:

- 1 a clear statement in writing of the principles and/or basic assumptions and/or objectives underlying the editorial policy of the title(s);
- 2 the bodies and their authorities, i.e. editors-in-chief, the publisher, the editorial meeting, the editorial board and the editorial committee;
- 3 the positions of the various bodies 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;
- 4 the relationship between editorial employee representation bodies set up based on the collective labour agreement and the editorial statute and the employee representation bodies based on the Dutch Works Councils Act;
- 5 the manner in which decisions are taken as to the establishment of and any changes to the editorial statute and the manner in which decisions are taken as to the establishment of or any changes to the starting points of the editorial policy and/or principles and/or objectives;

- 6 the manner in which decisions are taken with regard to decisions by the publisher that require prior consultations with the editors-in-chief and/or the editorial representatives, and the same applies as regards decisions by the editors-in-chief that require prior consultations with the publisher and/or the editorial representatives;
- 7 the representative consultations as regards the editorial budget, the applicability of the statute to editorial employees who are not journalists and the positions of journalist employees without an employment contract (freelancers);
- 8 a regulation for consultation in the event of any change to the structure (plans for reorganisation, merger, sale or winding up) of the company that the publishing company of the title(s) is part of, the publishing company of the title(s) itself, the title or titles covered by the editorial statute, joining together of the title or titles of the publishing company and the possibility that editorial teams hire their own advisers;
- 9 how to deal with the protection of sources and the privilege of non-disclosure, journalist integrity and all other matters that management, the editors-in-chief and the representatives of the editorial team(s) jointly find important;
- 10 the method of dispute settlement and the appeals procedure as regards the interpretation and application of the statute as well as the regulation that the possibility to apply to a civil court is maintained.

Part of the employment contract

4. The editorial statute has been incorporated into the journalist's individual employment contract and, as such, constitutes an integral part thereof.

Civil court

5. If parties cannot come to agreement on drawing up/establishing an editorial statute, they can apply to a civil court.

Article 10A.3 Distribution of work and employer-employee relationship

Without prejudice to the provisions of the editorial statute, the following shall apply as regards the employer-employee relationship.

Regular consultations

1. The publisher and the editors-in-chief shall consult with each other on a regular basis as regards editorial matters and as regards all those matters that involve or may also involve the title and/or the brand of the publication.

Journalistic work, other tasks

2. No tasks other than journalistic tasks can be assigned to the journalist unless the journalist has assumed another task for title(s) with which they have a connection. The latter shall be demonstrated by a written notice of appointment or a written declaration that shows that the nature of the other task is sufficiently specific.

Other journalistic work

3. Where appropriate, the journalist shall be under the obligation to carry out journalistic work in other fields than that specified in their employment contract, if and when instructed by the editors-in-chief.

Article 10A.4 Participation in other mass media; work for third parties

Prior communication

1. Without prejudice to their right of full freedom of speech, by entering into a fixed employment, journalists restrict themselves as to the commercial use of any contributions created by them. For example, journalists shall not carry out any paid or unpaid work for other publications during their employment without notifying management, the publisher and the editors-in-chief in advance.

Permission required

2. Permission will only be refused if such participation would harm the interests of the employer's own publications:
 - either because such participation would be in a publication that can be considered to be competitive,

- or because this would prevent the journalist from fully complying with the obligations resulting from their employment contract and this collective labour agreement,
- or due to the ideological stance of the publication in question,
- or because the participation would only be made possible by, or in connection with, the fulfilment of assignments for the employer's own publication which are of an exclusive nature or to which exceptional expenses are associated.

Conditional permission

3. Permission can be granted subject to conditions to which the journalist is bound when performing their secondary activities if and to the extent that, in all reasonableness, such conditions can be deemed to be justified in order to protect the ideological and/or substantive interests of the employer's own publications.

Non-journalistic secondary activities by part-time journalists

4. A journalist who is in part-time employment shall be allowed to carry out paid work for third parties in non-journalistic areas, provided that this is reported to management and the editors-in-chief in advance, that it does not result in the normal number of working hours being exceeded and it does not prevent the journalist from fully complying with the obligations resulting from their employment contract and this collective labour agreement.

Article 10A.5 Non-competition clause

The employer shall not be allowed to impose any restrictions on journalists as regards their performing their profession of journalist after the end of the employment.

Article 10A.6 Editorial Committee

Size of the editorial committee

1. In order to promote consultations between journalists on a publication who are employed by a publisher and the editors-in-chief and the publisher about the application of the topics contained in this chapter and about the journalists' working conditions, the editors-in-chief shall establish an editorial committee if so requested by at least six journalists of the editorial team (s) in question. The editorial committee shall consist of journalists employed by the employer who are members of the NVJ and shall be elected by and from the relevant editorial team(s). The number of members of the editorial committee shall be limited to a maximum of three members if the company employs fewer than 50 journalists, five members if the company employs 50 to 99 journalists, seven members if the company employs 100 to 149 journalists and a maximum of nine members if the company employs 150 or more journalists.

Task of the editorial committee

2. The editorial committee shall oversee compliance with this collective labour agreement and the working conditions of the journalists. To do so, the editorial committee can consult with the editors-in-chief. These consultations shall take place at least twice a year or if one of the parties so requests.

Relationship with the Dutch Works Councils Act

3. If and to the extent that the schemes governing the working conditions of journalists also concern other employees (journalists and/or non-journalists) in the company or the group of companies, the obligations contained in the Dutch Works Councils Act will replace the provisions referred to in this article.

Possibly transferring authorities to the editorial board

4. As a result of the consultations between the editorial representatives and management or the editors-in-chief, it can be decided that the powers of the editorial committee will be transferred to the editorial board.

Meetings

5. Meetings of the editorial committee shall take place during working hours with retention of salary.

Article 10A.7 Leave/education

Paid leave for an education programme related to the work on the editorial board and/or the editorial committee
Analogous to the provisions of the Dutch Works Councils Act, a journalist who is on the editorial board and/or editorial committee but not on the Works Council is entitled to paid leave for attending a study programme 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.

Article 10A.8 Other use

Permission

If it is decided that work of a journalist, created in the context of employment, will be published through other mass media, the journalist's permission will be required. Such permission will only be refused for reasons of principle, relating to the journalistic character, the nature or the stance of the other form of mass media.

Article 10A.9 Change in structure

Change in structure

1. For the purposes of this chapter, a change in structure shall be taken to mean: discontinuation of an independent publication, amalgamation/merger, collaboration with another publisher, or otherwise. This article shall also apply where it can be expected that employees' jobs will cease to exist or the working situation for journalists will immediately or shortly change drastically as a result of a change in structure. The publisher shall notify any change in structure to the NVJ at the earliest possible stage, but at least as soon as the expectation is justified that the change in structure will take effect, and, if the NVJ so desires, also give further oral information about this immediately.

There shall be sufficient time between the moment when the NVJ is notified and given further information and the moment when the final decision is taken, enabling the NVJ to give its opinion of the intended change in structure such that this can also be used to determine the modalities. The publisher will immediately consult the NVJ during all stages of working out the details of the plans. It will only take any measures where the ideological or material positions of the journalists are at issue after prior consultation with the NVJ.

The NVJ shall always maintain confidentiality as to anything communicated to it until the moment when the change in structure is made public by the publisher involved.

Communication to the employers' association, NVJ and editorial committee

2. As soon as the consultations about a change in structure have led to agreement, this shall be communicated to the boards of the employers' association and the NVJ. The editorial committee and/or the editorial representative will then also be informed and consulted - subject to a confidentiality obligation if need be - about the elaboration and performance of the relevant agreement, to the extent that this can - immediately or in due course - influence the position of the editorial team.

Changes to the composition of the editorial team

3. As soon as a change in structure has been decided in principle, the composition of the editorial team can only be changed upon consulting the editors-in-chief and the NVJ. When filling any vacancies, the possible consequences of the change in structure shall be considered.

Conscientious objections

4. If a change in structure is, or appears to be, so far-reaching that - in all reasonableness and for reasons of principle in connection with a journalist's ideological or political principles - a journalist cannot be required to continue to perform all or a part of the activities assigned to them, the journalist will be relieved of their corresponding obligations upon having submitted their motivated view in writing to the publisher/acquirer through the editors-in-chief. It will then only be possible to dismiss the journalist in question duly considering the provisions of paragraph 6 of this article. If the publisher/acquirer does not consider the objections raised by the journalist to be justified for reasons of principle and the journalist upholds his/her view after having read management's view - which must be communicated or confirmed to the journalist in writing as well -, the Administration Board shall, at the request of the first party to take action, decide whether the journalist's objections are well founded. Pending such decision, the

journalist in question shall only be assigned the journalistic activities that he or she can, in all reasonableness, be requested to perform, given the objections for reasons of principle put forward by such journalist.

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

5. If a publisher transfers the commercial operation of a publication that was operated by the publisher to another person or company that employs one or more of the journalists affiliated with such publication pursuant to an employment contract, or if a publisher of publications makes use of such persons or companies in a similar manner, said publisher will be bound in respect of said journalists to agree with these persons or companies that all the available means shall be used to promote the application of the provisions of this collective labour agreement to these journalists as if they were employed by such publisher, to the extent possible at law.

Dismissal due to a change in structure

6. If a publisher, in its capacity as seller or acquirer, as a result of or in connection with a change in structure in all events referred to in this article wishes to have the employment of journalists affiliated with the company terminated, it will, without prejudice to the provisions elsewhere in this collective labour agreement, only be able to do so duly considering a term of notice of at least two months.

11 JOB CATEGORY OF BOOK AND MAGAZINE PUBLISHING

Provisions applicable to employees whose job has been classified into the job category of Book and Magazine Publishing

This chapter contains the following job category-specific provisions.

Target group

Article 11.1 *Scope*

Jobs and salaries

Article 11.2 *Job classification system for Book and Magazine Publishing*

Article 11.3 *Salary structure for Book and Magazine Publishing*

Article 11.4 *Salary if not professionally mature or if younger than 23*

Additional time off

Article 11.5 *Additional time off for Book and Magazine Publishing*

Income support

Article 11.6 *Extended WGA Benefit Shortfall scheme*

Article 11.1 Scope

The provisions in this chapter apply to employees whose job has been classified into the job category of Book and Magazine Publishing. The job category-specific provisions apply in addition to or, if indicated, in derogation of the provisions of the basic provisions.

Article 11.2 Job classification system for Book and Magazine Publishing

BTU job classification instrument

The job classification system for Book and Magazine Publishing (BTU) is a recognised job classification instrument in the form of a job level matrix based on the Hay method, consisting of job level groups 1 to 9. The jobs shown in the job level groups are 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 & Accounts
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 - Books Desk Editor	- Account Manager for the advertising market - Rights/Licences Assistant - Marketeer	- Printing on Demand Coordinator - Production Coordinator	- Office Manager - Systems/Applications Administrator

		- Publicity & Promotion Assistant	- Designer	
		- Events Assistant - Web Master - Database Administrator		
5	- Publishing Assistant	- Sales Support Employee		- Executive Secretary - HR and Payroll Administrator - Financial Accounts Employee
4	- Editorial Assistant	- Customer Service Assistant		- Secretary
3				
2				- Telephonist/Receptionist
1				- Mailroom / Warehouse / Facilities Employee

Article 11.3 Salary structure for Book and Magazine Publishing

BTU salary scales

1. The salary structure for Book and Magazine Publishing (BTU) consists of salary scales 1 to 9. The amounts in the salary scales are monthly salaries and hourly wages respectively and are stated in euro.

The salary scales correspond to the job classification system as presented in article 11.2 of the collective labour agreement. The salaries and salary scales were increased by 1% with effect from 1 July 2015.

Invalidity Insurance (Young Disabled Persons) Act and Participation Act

NOTE. In accordance with the recommendations from the Dutch Labour Foundation of 21 February 2014, the parties to the collective labour agreement have set up appropriate wage scales for employees for whom it has been established that, due to an occupational disability, they are not able to earn 100% of the minimum wage through full-time employment. This concerns employees who qualify for a payment to supplement their wage (Invalidity Insurance (Young Disabled Persons) Act (Wajong)) or a wage subsidy (Participation Act (Participatiewet)).

The maximum of Scale II is 120% of the minimum wage. Scales I and II are also intended for employees with an occupational disability, in accordance with the recommendations of the Dutch Labour Foundation of 21-2-2014.

Normal number of working hours

2. In accordance with article 1.4 under I of the collective labour agreement, the salary scales are based on a normal number of working hours of 36 hours a week on average.

Monthly salaries with effect from 1 January 2016 - Age scales (in €)

Ages	I	II	III	IV	graduated scale
16	609.84	632.54			40%
17	686.07	711.61			45%
18	800.42	830.21	915.99		52.5%
19	914.76	948.81	1,046.84		60%
20	1,067.22	1,106.95	1,221.32	1,263.69	70%
21	1,219.68	1,265.08	1,395.79	1,444.22	80%
22	1,372.14	1,423.22	1,570.26	1,624.75	90%

Monthly salaries with effect from 1 January 2016 (in €)

Step	I	II	III	IV	V	VI	VII	VIII	IX
0	1,516.82	1,581.35	1,744.74	1,805.28	1,939.20	2,127.22	2,500.61	2,774.87	3,080.24
1	1,516.82	1,619.93	1,782.77	1,842.77	1,985.27	2,189.37	2,574.53	2,853.08	3,168.61
2	1,516.82	1,659.03	1,820.81	1,879.19	2,031.33	2,250.42	2,648.45	2,931.83	3,255.94
3	1,516.82	1,696.54	1,859.91	1,916.17	2,077.39	2,312.05	2,723.46	3,010.04	3,344.84
4	1,546.01	1,735.65	1,897.94	1,953.13	2,124.54	2,373.65	2,797.38	3,089.34	3,432.71
5	1,578.18	1,773.14	1,935.46	1,989.03	2,169.55	2,435.80	2,872.39	3,168.08	3,520.57
6	1,611.01	1,820.18	1,973.59	2,025.98	2,216.70	2,497.94	2,946.29	3,246.82	3,609.48
7			2,011.84	2,064.03	2,262.22	2,558.99	3,020.76	3,324.49	3,697.33
8				2,099.91	2,308.29	2,620.61	3,094.69	3,403.22	3,785.72
9				2,137.71	2,354.90	2,681.65	3,169.14	3,481.47	3,875.20
10				2,174.79	2,400.42	2,743.28	3,242.55	3,560.19	3,962.50
11					2,445.96	2,805.42	3,318.05	3,638.96	4,049.82
12					2,492.44	2,866.48	3,392.00	3,717.69	4,136.59
13					2,538.64	2,929.68	3,465.92	3,796.45	4,223.93
14								3,875.20	4,310.71

1. The minimum wage with effect from 1 January 2016 is €1,524.60
2. The minimum wage replaces the amounts in Scale I, scale steps 0 to 3.
3. Based on the increase of Scale I, step 0, the amounts of the age scales have also been adjusted.

Monthly salaries, converted into amounts per hour, with effect from 1 January 2016 (in €)

Ages	I	II	III	IV	graduated scale
16	3.89	4.05			40%
17	4.38	4.56			45%
18	5.10	5.32	5.87		52.5%
19	5.83	6.08	6.71		60%
20	6.81	7.10	7.83	8.10	70%
21	7.78	8.11	8.95	9.26	80%
22	8.75	9.12	10.07	10.42	90%

Step	I	II	III	IV	V	VI	VII	VIII	IX
0	9.72	10.14	11.18	11.57	12.43	13.64	16.03	17.79	19.75
1	9.72	10.38	11.43	11.81	12.73	14.03	16.50	18.29	20.31
2	9.72	10.63	11.67	12.05	13.02	14.43	16.98	18.79	20.87
3	9.72	10.88	11.92	12.28	13.32	14.82	17.46	19.30	21.44
4	9.91	11.13	12.17	12.52	13.62	15.22	17.93	19.80	22.00
5	10.12	11.37	12.41	12.75	13.91	15.61	18.41	20.31	22.57
6	10.33	11.67	12.65	12.99	14.21	16.01	18.89	20.81	23.14
7			12.90	13.23	14.50	16.40	19.36	21.31	23.70
8				13.46	14.80	16.80	19.84	21.82	24.27
9				13.70	15.10	17.19	20.32	22.32	24.84
10				13.94	15.39	17.59	20.79	22.82	25.40
11					15.68	17.98	21.27	23.33	25.96
12					15.98	18.37	21.74	23.83	26.52
13					16.27	18.78	22.22	24.34	27.08
14								24.84	27.63

Article 11.4 Salary if not professionally mature or if younger than 23

The following provisions apply in addition to the provisions of article 4.3 of the collective labour agreement.

Salary if not professionally mature

1. An employee who does not yet fully meet the requirements corresponding with their job shall receive at least the minimum salary in the salary scale for the next lower job level.

Salary if younger than 23

2. An employee who has not yet reached the age of 23 shall receive at least the minimum salary in the salary scale for their age.

Default increase: not professionally mature or if younger than 18

3. An employee who does not yet fully meet the requirements corresponding with their job or who is not yet 23 and whose performance shows a normal development shall be awarded an annual standard increase to the next lower salary scale until the starting salary of the salary scale corresponding with the job level has been reached.

Article 11.5 Additional time off for Book and Magazine Publishing

Additional time off to compensate overtime with effect from Scale VI

1. The salary level as referred to in article 4.9 paragraphs 1 and 3 and article 5.4 paragraph 3 of the collective labour agreement, where employees start to be entitled to three additional days off to compensate for overtime, has been established at Scale VI.

Age-related days

2. In addition to the provisions of article 5.4 paragraph 1 of the collective labour agreement, an employee - who has reached the age of 50 shall be entitled to 1 additional day's holiday with full pay per holiday year; - who has reached the age of 55 shall be entitled to 2 additional days' holiday with full pay per holiday year; - who has reached the age of 60 shall be entitled to 3 additional days' holiday with full pay per holiday year. Contrary to the provisions of article 5.4 paragraph 1 of the collective labour agreement, the cash value of these additional days' holiday is not added to the à la carte budget. These additional days' holiday shall continue to be effective as entitlement to time off.

Article 11.6 Disability Pension Scheme for Book and Magazine Publishing for the job categories of BTU, PUOP, VAK to 31 December 2015

NOTE. Article 8.3 of the Disability Pension Scheme for the Publishing Industry shall take effect on 1 January 2016.

Disability Pension Scheme from January 2006 to December 2015

1. The Disability Pension Scheme shall apply to employees in the job categories of Book and Magazine Publishing, General Interest Magazine Journalists and Opinion Weekly Journalists and Trade Magazine Journalists with effect from 1 January 2006 to 31 December 2015. Details of this scheme can be found in 'Regulations of the Foundation for the Disability Pension scheme with effect from 1 January 2006 to 31 December 2015' (Annex 4B to this collective labour agreement). The administration of the scheme has been assigned to the Stichting Arbeidsongeschiktheidsvoorziening Uitgeverijbedrijf (Foundation for the Disability Pension Scheme for the Publishing Industry) in Amsterdam.

Supplement in the event of full, non-permanent occupational disability 80-100%

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 70% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67).

Supplement in the event of WGA shortfall

4. After having received benefit for a maximum of 120 months, as described in paragraph 3, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, statutory follow-up benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to a supplement becomes effective after the entitlement to a supplement as referred to in paragraph 3 has lapsed. The supplement will be paid for as long as the employee receives statutory follow-up benefit, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Entitlement to supplement; indexation

5. Supplements to the benefit as referred to in article 11.6 paragraphs 2, 3 and 4 are indexed on 1 January every year, taking into consideration the applicable general changes to benefits under the Dutch Work and Income (Ability to Work) Act (WIA), capped at 3% annually.

The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA.

Annual contribution

6. The contribution is set by the parties to the collective labour every year, upon having been advised by the Board of the Foundation for the Disability Pension Scheme for Book and Magazine Publishing. The contribution shall be payable by the employee and shall be 0% of the tax base for the Extended WGA benefit shortfall insurance in 2015.

12 JOB CATEGORY OF NEWSPAPER PUBLISHING

Provisions applicable to employees whose job has been classified into the job category of Newspaper Publishing

This chapter contains the following provisions.

Target group

Article 12.1 Scope

Jobs and salaries

Article 12.2 Job classification system for Newspaper Publishing

Article 12.3 Salary structure for Newspaper Publishing

Article 12.4 Salary if not yet professionally mature

Article 12.5 Exceptional provision: single gross payment

Additional time off

Article 12.6 Additional time off for Newspaper Publishing

Income support

Article 12.7 Extended WGA Benefit Shortfall scheme for Newspaper Publishing

Article 12.1 Scope

The provisions in this chapter apply to employees whose job has been classified into the job category of Newspaper Publishing. The job category-specific provisions apply in addition to or, if indicated, in derogation of the provisions of the basic provisions.

Article 12.2 Job classification system for Newspaper Publishing

Job classification instrument for DU

The job classification system for Newspaper Publishing (DU) is a recognised job classification instrument in the form of a job level matrix based on the Bakkenist method, consisting of job level groups A to K. The jobs shown in the job level groups are reference jobs.

The reference jobs are presented in the ‘Primary Process’ and ‘Generic Process’ summaries below.

Classification of reference jobs for the job category of Newspaper Publishing

Primary process					
	Distribution	ICT	Media Productions	Operations	Sales
A					
B					
C					
D					
E	Distribution Employee				Customer Contact
F					Telesales Employee

G	Transport Planner			Traffic Employee	Sales Employee
H		Web/ Devices Administrator			
I		Web/ Devices Developer	Multimedia Designer	Designer A	Account Manager
J			Media Specialist		
K					Key Account Manager

Generic										
	Accounting	Policy and Advice	Controlling and financial	Facilities	ICT	Purchasing and contract	Managerial	Marketing	Projects	Secretarial
A										
B										
C				Facilities Employee B						
D	Accounting Assistant B			Telephonist/ Receptionist						
E			Financial Accounting Employee	Facilities Employee A						
F	Accounting Assistant A				ICT Manager					Secretary B
G		Corporate Staff	Financial Accounting Employee				Manager C			Secretary A
H					Functional			Marketing Assistant		
I			AO/IC Employee		ICT Developer		Manager B	Data Analyst		
J		Corporate and Policy Advisor	Controller		ICT Process Manager	Contract Manager ∞ Purchaser		Marketing Advisor	Project Manager	
K							Manager A	Business Developer		

Article 12.3 Salary structure for Newspaper Publishing*DU salary scales*

1. The salary structure for Newspaper Publishing (DU) consists of the salary scales A to K. The amounts in the salary scales refer to monthly salaries and are shown in euro.

The salary scales correspond with the job classification system as presented in article 12.2 of the collective labour agreement. The salaries and salary scales were increased by 1% with effect from 1 July 2015.

Invalidity Insurance (Young Disabled Persons) Act and Participation Act

NOTE. In accordance with the recommendations from the Dutch Labour Foundation of 21 February 2014, the parties to the collective labour agreement have set up appropriate wage scales for employees for whom it has been established that, due to an occupational disability, they are not able to earn 100% of the minimum wage through full-time employment. This concerns employees who qualify for a payment to supplement their wage (Invalidity Insurance (Young Disabled Persons) Act (Wajong)) or a wage subsidy (Participation Act (Participatiewet)). The maximum of salary scale A of the collective labour agreement has been increased to 120% of the minimum wage. Scale A of the collective labour agreement is also considered for the target groups referred to above.

Normal number of working hours

2. in accordance with article 1.4 under I of the collective labour agreement, the salary scales are based on a normal number of working hours of 36 hours a week on average.

Monthly salaries with effect from 1 July 2015 (in €)

Job levels	Entry-level step -5	Entry-level step -4	Entry-level step -3	Entry-level step -2	Entry-level step -1	Entry-level salary	Standard increase*	Final salary
A	949.11	1,075.67	1,202.21	1,328.76	1,455.32	1,582.07	43.14	1,820.18
B	986.72	1,118.29	1,249.86	1,381.43	1,512.99	1,644.55	43.14	1,905.06
C		1,174.16	1,312.29	1,450.44	1,588.59	1,726.71	51.40	2,036.51
D		1,231.27	1,376.12	1,521.00	1,665.85	1,810.71	51.40	2,172.24
E		1,293.78	1,446.00	1,598.20	1,750.40	1,902.61	60.85	2,329.26
F		1,374.89	1,536.65	1,698.39	1,860.17	2,021.90	63.23	2,530.12
G			1,631.01	1,802.69	1,974.39	2,146.07	77.99	2,769.92
H			1,759.61	1,944.83	2,130.05	2,315.27	86.85	3,102.25
I			1,916.42	2,118.13	2,319.87	2,521.59	98.69	3,508.81
J				2,354.34	2,578.57	2,802.79	113.46	4,047.48
K				2,660.08	2,913.41	3,166.76	131.18	4,732.01

* The last standard increase by which the final salary is reached may deviate from this slightly.

Monthly salaries with effect from 1 January 2016 (in €) (change of final salary for Scale A to 120% of the minimum wage)

Job levels	Entry-level step -5	Entry-level step -4	Entry-level step -3	Entry-level step -2	Entry-level step -1	Entry-level salary	Standard increase*	Final salary
A	949.11	1,075.67	1,202.21	1,328.76	1,455.32	1,582.07	43.14	1,829.52
B	986.72	1,118.29	1,249.86	1,381.43	1,512.99	1,644.55	43.14	1,905.06
C		1,174.16	1,312.29	1,450.44	1,588.59	1,726.71	51.40	2,036.51
D		1,231.27	1,376.12	1,521.00	1,665.85	1,810.71	51.40	2,172.24
E		1,293.78	1,446.00	1,598.20	1,750.40	1,902.61	60.85	2,329.26
F		1,374.89	1,536.65	1,698.39	1,860.17	2,021.90	63.23	2,530.12
G			1,631.01	1,802.69	1,974.39	2,146.07	77.99	2,769.92
H			1,759.61	1,944.83	2,130.05	2,315.27	86.85	3,102.25
I			1,916.42	2,118.13	2,319.87	2,521.59	98.69	3,508.81

J				2,354.34	2,578.57	2,802.79	113.46	4,047.48
K				2,660.08	2,913.41	3,166.76	131.18	4,732.01

* The last standard increase by which the final salary is reached may deviate from this slightly.

Article 12.4 Salary and periodic increase if not professionally mature or if younger than 18

The following provisions apply in addition to the provisions of article 4.3 of the collective labour agreement.

Salary if not professionally mature or if younger than 18

1. An employee who does not yet fully meet the requirements corresponding with their job or who is not yet 18 shall receive at least the minimum salary in the salary scale for the next lower job level.

Standard increase if not professionally mature or if younger than 18

2. An employee who does not yet fully meet the requirements corresponding with their job or who is not 18 yet and whose performance shows a normal development shall be awarded an annual standard increase of the next lower salary scale until the starting salary of the salary scale corresponding with the job level has been reached.

Article 12.5 Exceptional provision: single gross payment for Newspaper Publishing

Scope

Employees who were already employed on 31 December 2014 and to whom the provisions of the collective labour agreement for Newspaper Publishing were applied shall be entitled to a single payment of 1% of their actual gross annual income (up to a maximum of the maximum pay subject to national insurance contributions, as referred to in the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*)) in the month of December. Employees who leave the company's employment are entitled to a proportionate share of the single gross payment.

Article 12.6 Additional time off for Newspaper Publishing

Additional time off to compensate overtime with effect from Scale H

1. The salary level as referred to in article 4.9 paragraphs 1 and 3 and article 5.4 paragraph 3 of the collective labour agreement, where employees start to be entitled to three additional days off to compensate for overtime, has been established at Scale H.

Days for years of service and age-related days

2. The following provisions apply in addition to the provisions of article 5.4 paragraph 1 of the collective labour agreement.

a. Employees shall become entitled to 1 additional day's holiday with full pay per holiday year with effect from 1 January of the year following the year in which they have been employed by the same employer for an uninterrupted period of 12.5 years.

b. Employees shall become entitled to 2 additional days' holiday with full pay per holiday year with effect from 1 January of the year following the year in which they have been employed by the same employer for an uninterrupted period of 25 years.

c. Employees shall become entitled to 3 additional days' holiday with full pay per holiday year with effect from 1 January of the year following the year in which they have been employed by the same employer for an uninterrupted period of 40 years.

d. Employees who have reached the age of 50 shall be entitled to 1 additional day's holiday with full pay per holiday year.

Contrary to the provisions of article 5.4 paragraph 1 of the collective labour agreement, the cash value of these additional days' holiday is not added to the à la carte budget. These additional days' holiday shall continue to be effective as entitlement to time off.

Article 12.7 Extended WGA Benefit Shortfall Scheme for Newspaper Publishing from 1 January 2015 to 31 December 2015 (supplementary incapacity insurance (WIA) policies for the Graphic Design, Publishing Printing and Multimedia industries)

NOTE. Article 8.3 of the Disability Pension Scheme for the Publishing Industry shall take effect on 1 January 2016.

Extended WGA Benefit Shortfall scheme

1. Supplementary incapacity insurance (WIA) for the Graphics and Media industries shall apply to employees in the job category of Newspaper Publishing with effect from 1 January 2015 to 31 December 2015.

Supplement in the event of full, non-permanent occupational disability 80-100%

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 65% of the capped monthly salary they last earned when the occupational disability started, for a period of 120 months (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a period of 120 months (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67).

Compensation insurance; supplement in the event of partial occupational disability (15-35%)

4. An employee who is incapacitated for work for a percentage of at least 15 but less than 35% does not qualify for benefit pursuant to the Dutch Work and Income (Ability to Work) Act (WIA). Following the first two years of incapacity, the employer of the employee who is incapacitated for work is entitled to a periodic payment for a maximum of 60 months and for as long as the employee continues to be in the employer's employment. This is calculated as follows: 70% of the capped monthly salary last earned before the occupational disability, multiplied by the occupational disability percentage as established by UWV in the first year of receiving the benefit. The occupational disability percentage and the benefit are reviewed every year, with effect from 1 July, based on the indexed capped monthly salary last earned before the occupational disability began and the income from work. The occupational disability percentage must not be higher than initially established by UWV.

The entitlement to benefit payments stops when the employee becomes less than 15% incapacitated for work, or starts receiving benefit pursuant to the Dutch Work and Income (Ability to Work) Act (WIA); the employee leaves the company's employment; after 60 months or when the employee reaches the statutory pensionable age (capped at 67 years old).

Benefit thus calculated stops when the percentage of occupational disability drops to below 15%.

In consultation with the employee, the employer may also use this entitlement to benefit, partly or in whole, to finance the additional costs the employer incurs in order to assure a workplace for this employee.

Supplement in the event of WGA shortfall

5. After having received benefit for 120 months, as described in paragraph 3, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, the WGA benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to WGA shortfall benefit becomes effective after the entitlement to benefit pursuant to paragraph 3 has lapsed. This benefit will last for as long as the employee receives follow-up benefit, but payment of this supplement will cease when they start receiving their statutory old age pension or when they reach the age of 67.

Annual contribution

6. The contribution is set by the parties to the collective labour agreement in the Dutch Council for consultation in the graphics and media sector (ROGB) every year. The contribution to the Extended WGA benefit shortfall insurance is payable by the employee and shall be 0.1% of the tax base in 2015. The contribution to the compensation insurance shall be payable by the employer and shall be 0.044% of the tax base in 2015.

13 JOB CATEGORY OF NEWSPAPER JOURNALISTS

Provisions applicable to employees whose job has been classified into the job category of Newspaper Journalists

This chapter contains the following job category-specific provisions.

Target group

Article 13.1 Scope

Jobs and salaries

Article 13.2 Job classification system for Newspaper Journalists

Article 13.3 Apprentice journalists and novice journalists

Article 13.4 Salary structure for Newspaper Journalists

Article 13.5 Supplement after change to job level

Article 13.6 Continued salary payment in the event of sickness

Article 13.7 Compensation scheme for working unsociable and/of irregular working hours

Article 13.7A Excessive working hours

Article 13.8 Overtime scheme for the job categories 3, 4 and 5

Article 13.9 Appraisal system for Newspaper Journalists

Additional time off

Article 13.10 Additional time off for Newspaper Journalists

Article 13.11 "Special purpose days"

Article 13.12 Reduction of working hours for older journalists

Income support

Article 13.13 Scheme for dismissal in the event of a change in structure for Newspaper Journalists

Article 13.14 Extended WGA Benefit Shortfall scheme for Newspaper Journalists

Editorial Committees

Article 13.15 Agreements as regards editorial committees for Newspaper Journalists

Article 13.16 Regulations for electing members of editorial committees of Newspaper Journalists and term of office

Recruitment project

Article 13.17 Recruitment project for Young Newspaper Journalists 2015-2017

Article 13.1 Scope

Scope

The provisions in this chapter apply to employees whose job has been classified into the job category of Newspaper Journalists. The job category-specific provisions apply in addition to or, if indicated, 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 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 hours for employees in part-time employment
- article 5.1 Customary daily working hours
- article 5.2 Flexible Working (FW)

Article 13.2 Job classification system for Newspaper Journalists*DJ job classification instrument*

The job classification system for Newspaper Journalists (DJ) is a recognised job classification instrument in the form of a job level matrix based on the Bakkenist method, consisting of job level groups 3 to 9.

The jobs shown in the job level groups are reference jobs.

If any new jobs are described that are classified into job level groups 1 or 2, such job level groups will also form part of this collective labour agreement.

Classification of reference jobs for the job category of Newspaper Journalists

Job level group	Family of jobs	Level characteristics	Reference jobs
9	Manager 9	Managing a medium-sized editorial team (> 25 FTE). Responsible for the operational realisation of the newspaper.	-Head editor I
8	Editor 8 Reporter 8	Taking stock of national and/or international developments, events and/or opinions, possibly as regards or from a specific geographic area. Recording this in opinion-forming and key articles with a high risk of damage to the publication's image or in articles that provide information about the situation in a specific geographic area.	-Opinion-forming editor -Foreign correspondent -'Star' reporter
	Manager 8	Managing a small editorial team (10 to 25 FTE) in order to achieve a periodically recurring key section.	-Head editor IIa
7	Editor 7 Reporter 7 Designer 7	Taking stock of specialist or highly topical diverse national and/or international and/or regional developments, events and/or opinions. Recording them in key articles, images or graphics, including infographics and/or being responsible for the final editing of the articles of others. Developing and renewing the image in and / or the design of the newspaper.	-Specialised editor -Managing editor -News reporter
	Manager 7	Managing a limited editorial team (5 to 10 FTE) in order to achieve a periodically recurring section.	-Head editor IIb
6	Editor 6 Reporter 6 Designer 6	Taking stock of local, regional and/or national developments, events and/or opinions, analysing and selecting interesting topics and recording them through articles, images or graphics, which may include infographics, and/or editing articles written by others and managing the picture editing. Designing key sections / columns and defining, or helping to define, frameworks for sections / columns.	-Readers' editor -Photo journalist -Editor -Reporter -Regional reporter
	Manager 6	Managing and/or coordinating activities of a very small team of editors (with different specialisations) in order to achieve a periodically recurring section or special. Placing topics with different (other) editorial sub-offices and/or external parties and editing the material that is provided.	-Coordinator

5	Editor 5 Designer 5	Analysing, selecting, editing and enhancing articles, images, graphics and infographics for publication in the newspaper or in new media. Combining text and images or enhancing text with images for sections / columns that are not published daily and possibly defining, or helping to define, frameworks for sections / columns.	-Processing editor -New Media Editor -Designer -Photo editor -Infographics editor
4			
3	Designer 3	Combining text and images, within pre-defined frameworks for columns/sections that are published daily/weekly.	Layout editor

Article 13.3 **Apprentice journalists and novice journalists**

Apprentice journalists and novice journalists

1. Apprentice journalists are journalists who have completed a pre-university education (Dutch HAVO/VWO) and have no experience in the business world and/or in community organisations.

Novice journalists are journalists who have completed a higher professional education (Dutch HBO), and who may have some experience of the business world and/or community organisations (Category A) and academics (a completed university study at one of the institutions of higher education) (Category B).

Anyone who has graduated from a recognised journalism study programme or who has graduated from a master's programme for journalism at one of the institutions of academic education shall not be considered as an apprentice journalist or a novice journalist.

Duration of appointment

2. Novice journalists may work as such for a maximum of one year; apprentice journalists may work as such for a maximum of two years.

Article 13.4 **Salary structure for Newspaper Journalists**

DJ salary scales

1. The salary structure for Newspaper Journalists (DJ) consists of salary scales 3 to 9.

In addition, there are salary scales for apprentice journalists and novice journalists.

The amounts in the salary scales are monthly salaries and are stated in euro.

The salary scales correspond to the job classification system as presented in article 13.2 of the collective labour agreement. The salaries and salary scales were increased by 1% with effect from 1 July 2015.

Normal number of working hours; sports journalists

2. In accordance with article 1.4 under I of the collective labour agreement, the salary scale for Newspaper Journalists is based on a normal number of working hours of 152 hours every four weeks on average (38 hours a week).

NOTE. Likewise, in accordance with article 1.4 under I. of the collective labour agreement and contrary to the above, a normal number of working hours of 144 hours every four weeks on average (36 hours a week; 1,872 hours a year on average) shall apply to journalists who are covered by the job classification system of Newspaper Journalists but who have been appointed as sports journalists, if in full-time employment.

The proper application of the salary scale below to sports journalists is reserved for the company.

Monthly salaries with effect from 1 July 2015 (in €)

Scale	3	4	5	6	7	8	9
Minimum gross salary	2,081.59	2,275.10	2,278.77	2,654.77	3,092.81	3,989.17	4,647.38
Maximum gross salary	2,706.07	3,071.40	3,532.10	4,126.38	4,837.12	5,584.83	6,506.35
Standard increment *	3%	3%	3%	3%	3%	3%	3%

* if no appraisal system is applied, the default increment is 3%, calculated from the mid-point of the salary scale

Monthly salaries with effect from 1 July 2015 - Apprentice journalists and novice journalists (article 13.3) (in €)
Apprentice journalists

Pre-university education (Dutch HAVO/VWO) and no experience in the business world and/or in community organisations	
- first year of study	1,729.94
- second year of study	1,796.54

Novice journalists

Category A: - completed higher professional education (Dutch HBO) - with experience in the business world and/or community organisations	2,211.05 2,355.96
Category B: - academics (having graduated from a university or from an institution of higher education)	2,355.96

Article 13.5 Supplement after change to job level*Individual supplement in the event of a demotion*

Contrary to the provisions of article 4.6 paragraph 3 of the collective labour agreement, journalists in the job category of Newspaper Journalists shall be awarded an individual supplement to prevent any financial disadvantage due to a change in their individual job level.

Article 13.6 Continued salary payment in the event of sickness*Conditional supplement in the second year of sickness*

The following provisions apply in addition to the provisions of article 8.1 paragraph 3 of the collective labour agreement.

During the second year of sickness, the salary of a journalist who actively cooperates in their reintegration is supplemented to 85%. Up to 100% salary is continued to be paid for the hours actually worked during reintegration.

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

1. Cancelled (see article 13.1)

Establishing the inconvenience

2. Management shall establish the degree to which the journalists work unsociable and irregular working hours and the extent of their travelling and absence. Management shall do this using the table identified in paragraph 3 once a year and whenever the job changes, following a proposal by the editor-in-chief and after consulting the journalist.

Table

3. The following table will be used in order to establish the working pattern referred to in the previous paragraph.

A. Unsociable working hours (excl. weekends)	Score
- office hours (8 a.m. - 6 p.m.)	0
- 10% outside office hours	6
- 20% outside office hours	12
- 30% outside office hours	18
- 40% outside office hours	24
- 50% and more outside office hours	30

B. Irregular working hours (= unpredictable, cannot be planned)	Score
- no irregularity	0
- incidentally	6
- regularly	14
- daily or almost daily	20

C. Weekend working hours	Score
- no weekend shifts	0
- 1 day every 4 weeks	8
- 2-3 days every 4 weeks	16
- 4-5 days every 4 weeks	24
- 6-7 days every 4 weeks	32
- 8 days every 4 weeks	40

D. Travelling and absence	Score
- little or no travelling and absence (<20,000 km/year)	0
- - substantial travelling (> 20,000 km/year)	5

Away from home for a consecutive period of several days	Score
- never	0
- a couple of times a year	2
- regularly for several days or a couple of times a year for a very long period (> 2 weeks)	5

E. Standby and on call duty (outside office hours (excl. weekends))	Score
- no	0
- incidentally	5
- regularly	10
- daily or almost daily	15

Scores

4. Based on the scores, to be established on the basis of the table in the previous paragraph, journalists are entitled to the following compensation:

score of 21- 30 points:	3 days off a year
score of 31- 40 points:	3 days off a year and 1% supplement to the scaled salary
score of 41- 60 points:	3 days off a year and 1% supplement to the scaled salary
score 61- 80 points:	3 days off a year and 5% supplement to the scaled salary
score 81 points or more:	5 days off a year and 7% supplement to the scaled salary

Phasing out scheme

5. Journalists whose compensation as referred to in paragraph 4 is fully or largely cancelled due to a change in position desired by the editor-in-chief, whereas the change in position does not involve a salary increase shall be entitled to a gradual phasing out of this compensation over the course of 3 years, provided that they had been paid the compensation for at least 5 years. The manner in which the compensation will be phased out shall be discussed during the consultations about the change in position.

Annual summary

6. The editorial committee will receive a summary of the scores established for the individual journalists as referred to in paragraph 3.

Night shift

7. a. At company level, and only in relation to the application of night shift payment schemes that apply within the company, 'night shift' can be taken to be the working hours that are completely or almost completely between 10 p.m. and 6 a.m. of the next day.

In this context 'evening shift' shall be taken to mean the working hours that are completely or almost completely between 6 p.m. and midnight.

b. A journalist who is a desk editor shall, with the exception of special circumstances of a relative short duration, not be obliged to work only night shifts, unless they state that they are willing to do so, which statements can only be effective for individual periods of a maximum of one year at a time. However, when appointing a journalist as a desk editor it may have been agreed that such journalist will only be tasked with night shifts. However, such special provision can apply for no more than three years; after this period has elapsed, the provisions of the previous paragraph shall apply to the person involved.

If advisable due to the journalist's health, a journalist can at any time be relieved of their obligation to work night shifts; the relevant provisions of point c. of this paragraph shall apply *mutatis mutandis*.

c. A journalist who is a desk editor shall be obliged to work day and night shifts in alternation, as instructed by the editor-in-chief, unless the state of health of the person involved is such that this is not desired; this should then be witnessed by a statement of a medical practitioner to be designated by management.

The periods during which the journalist works the night shift must not be shorter than one week or longer than two weeks, with the exception of special circumstances of a relatively short duration.

The periods during which the day shift is worked shall be at least of an equal duration as the periods in which the night shift is worked.

d. After turning 55, journalists shall no longer be obliged to work night shifts, unless they state in writing that they are willing to do so. Such a statement of willingness can apply for maximum individual periods of one year, on the understanding that the provision of the last sentence in point b. of paragraph shall apply *mutatis mutandis* in this regard.

e. If half or more than half of a shift worked by a journalist as a desk editor is between 7 p.m. and 6 a.m. the next day, this shall be considered night shift only for the application of the provisions of the second and third sentences under c.

Article 13.7A Excessive working hours

Entitlement to having excessive working hours compensated as time off

1. If a journalist's working hours have been excessive for a period of four weeks, the editors-in-chief shall speak to management on the journalist's behalf, to entitle the journalist to compensation in the form of replacement time off to be given in the subsequent period of four weeks.

Establishing excessive working hours

2. When assessing whether working hours have been excessive, the hours the journalist has worked during the four-week period in excess of the working hours referred to in article 1.4 I of the collective labour agreement shall be considered.

Excessive working hours scheme

3. If the editorial committee and/or the editorial representative in any company is of the opinion that there is a need for a scheme describing the manner in which exceeding the number of hours referred to in the second paragraph is determined for the different categories of journalists, management shall adopt such a scheme after consulting the editors-in-chief and interviewing the editorial committee and/or the editorial representative.

Article 13.8 Overtime scheme for the job categories 3, 4 and 5

Overtime scheme for job categories 3, 4 and 5

1. The following overtime scheme shall apply to journalists classified into the job categories 3, 4 or 5. Overtime is taken to be the work carried out if the normal five-day working week that consists of ten half days is systematically exceeded by at least one half day.

Establishment of fixed amount for overtime per half year

2. On the recommendation of the editor-in-chief, management shall consult the journalists in question and establish whether the journalists classified into the job categories 3 to 5 work overtime; management shall establish this twice a year and at any time when jobs change. This will take the form of a fixed amount per individual journalist for a six-month period following the moment when this is established.

3. The overtime scheme recorded in this article shall apply only to journalists in full-time employment. For journalists in part-time employment, establishment of whether they are working overtime shall lead to their employment contract being converted into an employment contract with a higher individual number of working hours.

Overtime allowance as cash or time

4. Journalists who work overtime pursuant to the provisions of this article shall be entitled to the following overtime allowances:

- job category 3: 10% supplement to the scale salary
- job category 4: 7.5 % supplement to the scale salary
- job category 5: 5% supplement to the scale salary

5. Overtime shall be compensated by means of the supplements referred to in paragraph 4, unless the journalist prefers compensation in the form of time (time for time, to be established and taken per four-week period).

Journalists who are eligible for an overtime allowance shall communicate their preference as soon as possible. Changing the preference during the half-year period in question is not possible.

Article 13.9 Appraisal system for Newspaper Journalists

Default scheme as the basis

1. If the organisation does not yet have an appraisal system that has been agreed with the Works Council/Editorial Committee, every employee will get a default salary increase of 1 increment every year, until the maximum of the scale corresponding to the employee's job has been reached.

Deviating scheme is possible if conditions are fulfilled

2. In consultation between the employer and the employees and taking into consideration the statutory provisions

laid down in the Dutch Works Councils Act, the employer may opt to introduce an appraisal system. The appraisal system shall be recorded in writing. This appraisal system shall be used to establish the development of competencies and attitude as well as the results achieved. For any employees who have not reached the maximum of their scale yet, the growth of the salary shall be linked to the overall appraisal.

The following shall be established during the annual appraisal interviews:

1. which salary increase is relevant (see point 3 below)
2. whether the substance of the job actually performed by the employee still complies with the job description on which the classification of the job into the salary structure is based. If this is not the case, the correct job description shall be established and then classified;
3. whether the journalist is considered to be potentially able to perform a job with more responsibility than that performed so far. If this is the case, the possibilities available or not available in this respect within the context of the editorial team and what this means for the career of the person involved shall also be considered as part of the consultations.

Five different levels have been defined for the overall appraisal.

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

Linking appraisal to salary

3. The growth of the salary is linked to the overall assessment for those employees who have not reached the maximum level in their scale.

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

There is an assessment system, but it is not applied

4. If a journalist has not been assessed in a certain year, they will get a salary increase of 1 increment. In that event, a meeting will have to be held with the employees who have reached the maximum of their scale and the following shall be established in that meeting:

- whether the job actually performed by the employee still complies with the job description on which the classification of the job into the salary structure is based. If this is not the case, the correct job description shall be established and then classified;
- whether the journalist is considered to be potentially able to perform a job with more responsibility than that performed so far. If this is the case, the possibilities available or not available in this respect within the context of the editorial team and what this means for the career of the person involved shall also be considered as part of the consultations.

Making agreements as the basis for the appraisal

5. Agreements as to the objectives to be achieved as part of the job are made during consultations between the direct manager and the journalist; these agreements shall be the basis for the assessment. The objectives

concern:

- the development of competencies and attitude necessary for the job;
- the results that have to be achieved and that are derived from the organisation/department/job.

The basis for the agreements with individual journalists shall be their job description.

The way in which results to be achieved and competencies and attitude to be developed can be derived from the job description shall be incorporated into the appraisal system that is adopted in consultation with the Works Council/the Editorial Committee. Examples of this have been added to the collective labour agreement.

Assessment of agreements being fulfilled

6. There will be at least two interviews during the year: one interview (planning interview) to make agreements at the beginning of the appraisal period and one interview (appraisal interview) to assess those agreements at the end of the appraisal period. If necessary or desired a progress review meeting (appraisal interview) can be conducted between the planning and appraisal interviews referred to in the previous sentence.

At the end of the appraisal period, the degree to which the different agreements have been achieved shall be assessed by the manager and the next highest or co-manager and an opinion will be formed. The overall appraisal will be recorded in a report or on an appraisal form, and it will be discussed with the employee in question. Besides general details such name, job and date, an appraisal report or form shall at least record the period to which the appraisal refers, what the appraisal is based on (the appraisal criteria), the score of the appraisal, the substantiation of the score, any comments by the employee and agreements resulting from the appraisal. Furthermore, the employee, just like the manager, shall have the opportunity to sign the appraisal report or form as approved or seen.

The amount of the salary increase is linked to the overall appraisal result, as indicated above.

D/E score

7. A "D/E" appraisal score can be given only if there has been at least one progress interview (appraisal interview) during the preceding appraisal period at which the Poor or Insufficient performance has already been discussed and agreements have been made as part of an improvement programme.

For the situation where a journalist is given a "D/E" score, it is emphasized explicitly that the employer and the employee shall agree an improvement and/or education programme focussing on the employee's own job. The employer will have to facilitate this programme.

Appraisal report and salary

8. At the end of any appraisal year, the employer shall inform the editorial committee by means of an anonymised report at organisation level about the appraisal results, and the salary increases and appraisal supplements that have been awarded in the context of the employer's salary and appraisal policy.

Objection and appeal procedures

9. A procedure to lodge appeals against appraisals shall be drawn up because journalists have the right to have any objections dealt with carefully. This procedure can be set up similarly to the objection procedure for the job evaluation, on the proviso that the objection procedure at least meets the following pre-conditions:

- The journalist shall be able to lodge an objection to their appraisal with their manager.
- If the journalist is of the opinion that their objection has not been dealt with sufficiently, the journalist shall be able to appeal to an independent appeals committee.
- The appeals committee shall be comprised of representatives of the employer and of the employees. This latter representation shall be appointed by the Editorial Committee(s).
- The appeals committee shall deal with the objections filed by testing the meticulousness of the appraisal procedure, the application of the performance and appraisal cycle and the substantiation of the appraisal. The concrete elaboration of the appeal procedure shall be part of the appraisal system that is adopted in consultation with the Works Council/Editorial Committee. An example of an appeal procedure has been added to the collective labour agreement.

Consultation

10. Before implementing an appraisal system, various matters shall be established in consultation with the Editorial Committee(s) involved and the permission of the Central Works Council or Works Council involved shall be obtained. Those consultations shall at least consider:

- the appraisal system;

- the applicable procedures and procedural requirements;
- the way in which results to be achieved and competencies and attitude to be developed are derived from the job description;
- the applicable appeal procedure.

Article 13.10 Additional time off for Newspaper Journalists

Holidays

1. In derogation of the provisions of article 5.4 of the collective labour agreement, employees in full-time employment shall be entitled to 20 statutory leave days and five supra-statutory leave days.

Pursuant to the provisions of article 5.4. paragraph 1 of the collective labour agreement the value of four of these days (1.6% of the salary) will be added to the à la carte budget with effect from 1-1-2016.

2. *Cancelled.*

Age-related days

3. In addition to the provisions of article 5.4 paragraph 1 of the collective labour agreement, an employee

- who has reached the age of 50 shall be entitled to 3 additional days' holiday with full pay per holiday year;

- who has reached the age of 55 shall be entitled to 4 additional days' holiday with full pay per holiday year;

- who has reached the age of 60 shall be entitled to 6 additional days' holiday with full pay per holiday year.

Contrary to the provisions of article 5.4 paragraph 1 of the collective labour agreement, the cash value of these additional days' holiday is not added to the à la carte budget. These additional holidays shall continue to exist as entitlement to time off. The age-related days off have already been included for journalists using the Reduction of working hours scheme for older journalists (article 13.1 2 of this collective labour agreement).

Article 13.11 Special purpose days

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

1. With effect from 1 January 2016, all newspaper journalists will get two "special purpose days" a year.

Journalists are at liberty to spend these days as they please (e.g. for education, in connection with family care or childcare, additional holiday etc.).

If any special purpose days have not been used up in full at the end of the year, their cash value will be paid out at the end of the calendar year, subject to the usual deductions. The value of a special purpose day is 0.4% of the gross salary.

Personal budget (not an à la carte budget)

2. Without prejudice to the provisions of article 6.2 paragraph 4 of the collective labour agreement, the special purpose days can be converted into a personal budget (other than the à la carte budget) on an individual basis, further to the journalist's request.

Increase of the personal budget for education

3. If the journalist uses the "special purpose days" entirely for education/training, the employer shall increase the personal budget in that year by €100 in connection with the fact that employer's charges do not have to be paid if the budget is spent on education/training.

Longer period than one year to take such days

4. If there is a specific goal, the employer and the journalist can make agreements as to the use of "special purpose days" spread over a longer period than a calendar year, on condition that these agreements are recorded in writing.

Article 13.12 Reduction of working hours for older newspaper journalists*No conjunction with other schemes*

1. The following schemes in the collective labour agreement do not apply to journalists who have opted for the application of the Reduction of working hours scheme for older newspaper journalists in accordance with paragraph 2 of this article for the period during which the latter scheme applies:

- article 5.3 Reduction of working hours scheme for older employees
- article 13.10 Age-related days scheme
- article 13.11 Special purpose days scheme.

Reduction of working hours scheme for older journalists

2. The following applies to journalists born in or before 1955.

Journalists aged 55 or older, up to the statutory pensionable age, are entitled to 20 days additional time off per calendar year, with full pay and pension accrual for the purpose of reduction of working hours, if they worked or have been working as a newspaper journalist within the meaning of this collective labour agreement or the collective labour agreement for Newspaper Journalists that applied until 2014, for 10 consecutive years after turning 45.

The days off can be taken either per calendar quarter, or per calendar half-year, or per calendar year, but should be evenly spread over the year (20 days a year, 10 days every half year, 5 days every quarter) as much as possible. The 20 days are built up as follows: 12 additional days off for the purpose of the reduction of working hours, 6 age-related days off and 2 special purpose days.

Any entitlement to the additional days off for the purpose of this scheme that are not taken in the calendar year in question will elapse.

Transitional regime for people born between 1956 and 1960

3. The following applies to journalists born in 1956, 1957, 1958, 1959 or 1960.

Journalists aged 55 to 64 are entitled to additional time off every calendar year, for the purpose of reduction of working hours, if they worked or have been working as a newspaper journalist within the meaning of this collective labour agreement, or the collective labour agreement for Newspaper Journalists that applied until 2014, for 10 consecutive years after turning 45. The additional time off can be taken either per calendar quarter, or per calendar half-year, or per calendar year, but should be evenly spread over the year as much as possible. Any entitlement to the additional days off for the purpose of this scheme that are not taken in the calendar year in question will elapse. The additional time off is allocated as follows:

Journalists born in 1956	12 days' additional time off with full pay and continued pension accrual (consisting of 2 special purpose days, 4 age-related days off and 6 days in the context of the reduction of working hours)
Journalists born in 1957	11 days' additional time off with full pay and continued pension accrual (consisting of 2 special purpose days, 4 age-related days off and 5 days in the context of the reduction of working hours)
Journalists born in 1958	10 days' additional time off with full pay and continued pension accrual (consisting of 2 special purpose days, 4 age-related days off and 4 days in the context of the reduction of working hours)
Journalists born in 1959	9 days' additional time off with full pay and continued pension accrual (consisting of 2 special purpose days, 4 age-related days off and 3 days in the context of the reduction of working hours)
Journalists born in 1960	8 days' additional time off with full pay and continued pension accrual (consisting of 2 special purpose days, 4 age-related days off and 2 days in the context of the reduction of working hours)

Explanation

The additional time off referred to in the phasing out scheme provided above shall be allocated at the start of the calendar year in which the ages mentioned are reached. For every year of birth listed, the period of the phasing out scheme shall be five years after the starting date of the phasing out scheme (1 January 2016).

Article 13.13 Dismissal due to a change in structure

Duration and amount of the supplement

1. After a dismissal due to a change in structure, the statutory unemployment benefit is supplemented to 95% of the last earned gross salary for the first six months and then to 80% of the last earned gross salary, capped at once the income for national insurance purposes, for a period that is equal to:

- 60% of the period during which there is an entitlement to statutory unemployment benefit for journalists who have not reached the age of 40 and had not been employed for 10 years on the date of their dismissal;
- 80% of the statutory unemployment benefit period for journalists aged 40 or older, but younger than 50, and who have not been employed for 10 years yet;
- the entire unemployment benefit period for journalists who have been employed for at least ten years or who are aged 50 or up on the date of their dismissal.

The application of this scheme shall not result in any distinctions based on nationality or residence being made between employees. Regardless of the amount of the basic benefit of the country where the employee receives their entitlement, this benefit will be supplemented to the aforementioned percentages of their last-earned gross salary. Furthermore, a minimum supplement period of 6 months applies.

The supplement is set off 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*)).

60+ scheme

2. A 60+ scheme shall apply to older journalists who are 60 or older at the moment when they are made redundant. The statutory unemployment benefit is supplemented to 95% of the last earned gross salary for the first six months and then to 80% of the last earned gross salary.

The subsequent IOW benefit (pursuant to the Dutch Act on Income Support for older unemployed people) shall be supplemented to 70% of the last earned gross salary, net of any pre-pension benefit accrued, until the moment when the employee reaches statutory pensionable age. People aged 58 or 59 shall be entitled to a limited supplement to the IOW benefit to 70% for a maximum period of 8 months; for people older than 53 and younger than 58 this shall be 4 months.

Continuation of pension accrual while maintaining the division of contributions

3. As part of the 60+ scheme, pension accrual will be continued in accordance with the applicable division of contributions into an employer's share and an employee's share between the employer and the journalist.

Gross salary

4. For the application of this paragraph, gross salary shall be taken to mean: the gross salary last earned, always to be increased by the collective increases in the salary scale into which the journalist in question had been classified, as agreed as part of the Collective Labour Agreement for the Publishing Industry.

Article 13.14 Extended WGA Benefit Shortfall Scheme for Newspaper Journalists to 31 December 2015

NOTE. Article 8.3 of the Disability Pension Scheme for the Publishing Industry shall take effect on 1 January 2016.

1. The Disability Pension Shortfall Scheme for Journalists of 1 January 2006 to 31 December 2015 shall apply to employees in the job category of Newspaper Journalists until 31 December 2015.

Supplement in the event of full, non-permanent occupational disability 80-100%

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 70% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67).

Supplement in the event of WGA shortfall

4. After having received benefit for a maximum of 120 months, as described under 3 above, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, statutory follow-up benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to a supplement becomes effective after the entitlement to a supplement pursuant to paragraph 3 has lapsed. The supplement will last for as long as the employee receives statutory follow-up benefit, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Entitlement to supplement; indexation

5. Supplements to the benefit as referred to in article 13.14 paragraphs 2, 3 and 4 are indexed on 1 January, taking into consideration the applicable general changes to benefits under the Dutch Work and Income (Ability to Work) Act (WIA), capped at 3% annually.

The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA.

Annual contribution

6. The contribution is set by the parties to the collective labour every year, upon having been advised by the Committee of Consultation. The contribution shall be payable by the employee and shall be 0% of the tax base for the Extended WGA benefit shortfall insurance in 2015.

Article 13.15 Agreements as regards editorial committees for Newspaper Journalists

Contrary to the provisions of article 10A.6 of the collective labour agreement, the following shall apply to employees classified into the job category of newspaper journalists.

Editorial Committee for Newspaper Journalists

1. In order to stimulate the consultations between the journalists of a publication employed by a newspaper publishing company and the editors-in-chief and the publisher about the application of the topics contained in this journalist part of the collective labour agreement and about the working conditions of the newspaper journalists, the journalists of any company that employs more than nine journalists shall be under the obligation to set up an editorial committee of at least three members. The number of members of the editorial committee shall be limited to a maximum of three members if the newspaper publishing company employs fewer than 50 journalists, five members if the company employs 50 to 99 journalists, seven members if the company employs 100 to 149 journalists and a maximum of nine members if the company employs 150 or more journalists.

The same ratios shall apply if the journalists of a publication choose to establish an editorial committee for every individual publication.

Novice journalists and apprentice journalists are considered when calculating the number of journalists employed by the newspaper company or the publication, but editors-in-chief are not.

2. Journalists employed by the company or the publication (except the editor-in-chief) who are members of the NVJ are eligible to be members of the editorial committee. They will be elected by the journalists (except the editor-in-chief) and the novice journalists and apprentice journalists employed by the company or the publication. The term of the appointment and the method of electing the editorial committee shall be arranged in the

regulations for electing the editorial committees (article 13.16) for this article.

If a newspaper publishing company or publication is not required to set up an editorial committee pursuant to the first paragraph of this article, the consultations between the publisher and the editors-in-chief and the editorial team(s) shall be conducted by editorial representatives or an editorial representative.

3. The editorial committee shall ensure compliance with the topics contained in this journalist part of the collective labour agreement and the working conditions of the newspaper journalists. To do so, the editorial committee can consult with the editors-in-chief and the publisher. These consultations shall take place at least twice a year, at times to be scheduled in mutual consultation or if one of the parties (the committee, the editor-in-chief or the publisher) so requests, stating the topics to be discussed.

If the editorial committee or the editorial representative(s) so request from the publisher, the latter shall provide either the editorial committee or the editorial representative(s) with a written report by the company's auditors - within a reasonable period of time- demonstrating that the publisher satisfies the financial obligations resulting from the present collective labour agreement. Such written report shall also contain a list of the journalists, novice journalists and apprentice journalists employed by the newspaper company or the publication. The auditors shall draw up said report on the basis of job contracts with the journalists, novice journalists and apprentice journalists employed by the newspaper company or the publication.

4. If and to the extent that the schemes governing the working conditions of journalists also concern other employees (journalists and/or non-journalists) in the company, the obligations from the Dutch Works Councils Act will replace the provisions referred to in this article, unless the organisation and working method(s) of the editorial team(s) of the publication(s) and the working conditions of the newspaper journalists are concerned.

5. The publisher, editors-in-chief and the representatives of the affiliated journalists will strive to resolve all issues raised in a spirit of good cooperation and mutual understanding for each other's responsibilities and in their mutual interest.

6. Cancelled

Facilities for Editorial Committees of Newspapers

7. The publisher shall allow the editorial committee to make use of the facilities available in the newspaper company that the committee in all reasonableness needs in order to fulfil its tasks.

The editorial committee shall perform its activities during regular working hours as far as possible. The members of the editorial committees, the board of the NVJ section of Newspaper Journalists and members of the NVJ negotiating delegation for the present collective labour agreement for the Publishing Industry shall continue to be entitled to their wages for the time they reasonably need to perform their tasks and during which they have not done any work due to the activities assigned to them pursuant to the collective labour agreement.

If approved by management, the costs reasonably incurred to enable the editorial committee to carry out its activities shall be for the account of the company.

Submission to the Editorial Committees

8. Every year and otherwise if and as soon as necessary for the consultations between the editorial team and the publisher, management will state the following to the editorial committees:

- a.** the number of journalists employed in each editorial team, broken down into men and women;
- b.** the classification of the groups referred to into the different salary classes;
- c.** the number of vacancies that occurred in the year in question, the number of people that applied and the number of candidates appointed - broken down into men and women;
- d.** the number of vacancies in each editorial team by the end of the year;

Management shall also state:

- e.** the number of journalists employed, stating whether they are in full-time or part-time employment and any changes to these numbers;
- f.** the number of journalists employed who are incapacitated for work for the long term or who have been dismissed at year end;
- g.** any conversion of employment contracts from full-time into part-time and vice versa;
- h.** the degree to which people systematically work overtime in the newspaper company or in the individual editorial teams or parts thereof, and the manner in which the editors-in-chief and the publisher will possibly try to prevent overtime.

Article 13.16 Regulations for electing members of editorial committees 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. Furthermore, membership of the editorial committee ends by the member retiring or by their employment as journalist being terminated.
3. If a seat on the editorial committee becomes vacant between two elections, a new member will be appointed for the period for which the person whose position has become vacant would still have been in office.

Active and passive voting rights

Article 2

1. Members of the editorial committee shall be elected by the journalists entitled to vote.
2. Journalists (except the editor-in-chief) and novice journalists and apprentice journalists who have been employed as a journalist, apprentice journalist or novice journalist for a continuous period of at least one year on the date of the election are entitled to vote.
3. Journalists (except the editor-in-chief) who are members of the NVJ and who have been employed as a journalist for at least one year are eligible to be members of the editorial committee.

Electoral committee

Article 3

1. The editorial committee shall appoint an electoral committee of three journalists for every election; this electoral committee shall prepare the candidacies and the actual election.
2. The editorial committee shall determine the date of the election; this date shall be at least one month before the date of retirement of the current editorial committee.
3. The electoral committee shall publish a list of names of all journalists entitled to vote and all eligible journalists at least one month before the election. Management shall provide the relevant details to the electoral committee.

Candidacy

Article 4

1. Candidates shall be nominated per department or per group of departments or, in the event of smaller editorial teams, per editorial team as much as possible.
2. The editorial committee shall decide the date when the candidacies have to be filed with the electoral committee.
3. The electoral committee shall compile a list of candidates; this list must also be signed by the candidates in question to prove that they will accept their appointment if they are elected.
4. The candidacies shall be communicated to the journalists through publication in locations to be identified by the editorial committee, for at least seven days prior to the election. They will also be communicated to management and the editors-in-chief.

Objections

Article 5

1. If management and/or editors-in-chief have any objections to one or several candidates, it/they shall notify the editorial committee accordingly, specifying the objections in question. The editorial committee shall call on the services of the Administration Board to mediate in the matter at hand. The opinion of the Administration Board shall be accepted as binding.
2. If the provisions of paragraph 1 make it necessary that one or several candidates are replaced by other candidates, new candidates shall be nominated as provided for in article 4.

Election regulations

Article 6

1. The vote shall be by secret ballot.
2. The electoral committee shall hand out authenticated ballots for this purpose which the journalists entitled to vote shall fill in and deposit in the location and manner to be indicated by the electoral committee.
3. Those candidates who receive the most votes are elected.

4. If the votes are tied, the matter shall be decided by drawing lots.
5. Immediately upon counting the votes, the electoral committee shall communicate the results to management, the editors-in-chief and the editorial team and notify the NVJ in writing accordingly.

Vacancies between elections

Article 7

1. If a position becomes vacant between elections, it will be filled by the candidate with the highest number of votes in the latest election who was not elected.
2. If no candidate as referred to in paragraph 1 is available, the vacancy will be filled by means of a by-election in the manner provided for elections in these regulations.

Journalists working elsewhere

Article 8

In consultation with the editorial committee, the electoral committee shall take measures to ensure a good procedure for the candidacy of journalists who do not work at the location of the editorial office, and their participation.

Division of tasks

Article 9

After every election the -new- editorial committee shall appoint a Chair and a Secretary from its midst and it shall communicate these appointments to management, the editors-in-chief, the editorial team and the NVJ.

Article 10

Cancelled.

Article 13.17 Recruitment project for young newspaper journalists 2015-2017

General

1. The Recruitment Project for Young Newspaper Journalists was set up jointly by WU and NVJ, parties to the collective labour agreement. The project envisages offering young newspaper journalists (up to a year of their leaving their journalist study programme) jobs for a period of two years with publishing companies in positions covered by the job classification system for Newspaper Journalists.

In derogation of the provisions of chapter 3 of the Collective Labour Agreement for the Publishing Industry 2015, the following rules apply to appointments in the context of the Recruitment Project for Young Newspaper Journalists.

Appointment

2. One young newspaper journalist on top of the rated staffing level or the budgeted staffing level will be appointed per 60 journalists for a period of at least two years. These appointments will be made before 1 June 2015. This will be a one-off activity. The parties to the collective labour agreement have made this employment agreement with the intention of preventing or reducing the problem of ageing editorial teams. NDP Nieuwsmedia and department N of the WU have undertaken to actively attempt to achieve pooling agreements, thus also enabling newspaper companies with an editorial team of fewer than 60 newspaper journalists to participate in the project.

Trial period and notice

3. a. The regular provisions as regards the trial period apply to the newspaper journalists hired under this recruitment agreement. The contract of employment with these newspaper journalists shall end at the end of the two-year contract period, unless the temporary employment is converted into permanent employment.
b. The newspaper journalist in question shall then be given written notice of the conversion one month before the date when the temporary employment ends. The above is without prejudice to the fact that the temporary employment of these newspaper journalists can also be converted into permanent employment before the end of the temporary employment contract if there is a vacancy in the editorial team and/or the rated staffing level of the editorial team is increased.

Restaffing

4. If the temporary employment of the young newspaper journalist is terminated or converted into a permanent employment contract in accordance with the provisions of the previous paragraph before 1 June 2016, the position of the young newspaper journalist for the purposes of this project will be filled again for the remaining period of the relevant temporary contract that has been terminated or converted into permanent employment before 1 June 2016.

The collective labour agreement applies

5. Duly considering the above provisions regarding temporary employment, the collective labour agreement shall apply to the newspaper journalists newly employed pursuant to this recruitment agreement.

Recruitment at group level

6. The number of newspaper journalists to be hired by groups of newspaper companies pursuant to this recruitment employment agreement shall be determined at group level, after which they will be assigned to the individual editorial teams in a carefully balanced manner. This recruitment agreement makes complicated rounding rules redundant.

Reporting

7. The parties to the collective labour agreement have agreed the following reporting as concerns this agreement:

- a. The parties to the collective labour agreement shall receive a statement of the rated staffing level or the budgeted staffing level for each editorial team as at 1 January 2015.
- b. Shortly after 1 June 2015, the parties to the collective labour agreement shall receive a statement of the number of new newspaper journalists hired in each editorial team pursuant to this recruitment agreement before or with effect from 1 June 2015.
- c. Shortly after 1 June 2016, the parties to the collective labour agreement shall receive a statement of the number of newspaper journalists still employed, i.e. in temporary or fixed employment, in each editorial team pursuant to this recruitment agreement.

14 JOB CATEGORY OF GENERAL INTEREST MAGAZINE AND OPINION WEEKLY JOURNALISTS
 Provisions applicable to employees whose job has been classified into the job category of
 General Interest Magazine and Opinion Weekly Journalists

This chapter contains the following job category-specific provisions.

Target group

Article 14.1 Scope

Jobs and salaries

Article 14.2 Job classification system for General Interest Magazine and Opinion Weekly Journalists

Article 14.3 Salary structure for General Interest Magazine and Opinion Weekly Journalists

Additional time off

Article 14.4 Additional off for General Interest Magazine and Opinion Weekly Journalists

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

Article 14.6 Saving scheduled days off

Income support

Article 14.7 Scheme covering dismissal in the event of a change in structure

Article 14.8 Extended WGA Benefit Shortfall scheme

Introductory project

Article 14.9 Introductory project for General Interest Magazine Journalists and Opinion Weekly Journalists

Article 14.1 Scope

The provisions in this chapter apply to employees whose job has been classified into the job category of General Interest Magazine and Opinion Weekly Journalists. The job category-specific provisions apply in addition to or, if indicated, in derogation of the provisions of the basic provisions.

Article 14.2 Job classification system for General Interest Magazine and Opinion Weekly Journalists

PUOP job classification instrument

The job classification system for General Interest Magazine and Opinion Weekly Journalists (PUOP) is a recognised job classification instrument in the form of a job level matrix based on the Hay method, consisting of job level groups 1 to 5, to be followed up by the job groups A, B and C.

The jobs shown in the job level groups are reference jobs.

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

Group	PU	OP	Editors	Design
C	Editor-in-chief A			
B	Editor-in-chief B	Editor-in-chief A		
A	Editor-in-chief C Deputy editor-in-chief A	Editor-in-chief B Deputy editor-in-chief A		

5	Deputy editor-in-chief B Head of the editorial team Sub-editor A	Editor-in-chief C Deputy editor-in-chief B Head of an editorial sub-team Sub-editor A		Art Director A
4	Sub-editor B	Sub-editor B	Editor A	Art Director B
				Head of Design Designer A
3	Sub-editor C	Sub-editor C	Editor B	Designer B
2	Sub-editor D	Sub-editor D	Editor C	Designer C
1	Sub-editor E	Sub-editor E		

Article 14.3 Salary structure for General Interest Magazine and Opinion Weekly Journalists

Salary scales

1. The salary structure for General Interest Magazine Journalists and Opinion Weekly Journalists (PUOP) consists of the salary scales 1 to 5 to be continued by the salary scales A, B and C.

The amounts in the salary scales are monthly salaries and are stated in euro.

The salary scales correspond to the job classification system as presented in article 14.2 of the collective labour agreement. The salaries and salary scales were increased by 1% with effect from 1 July 2015.

Normal number of working hours

2. In accordance with article 1.4 under I of the collective labour agreement, the salary scales are based on a normal number of working hours of 144 hours every four weeks on average (36 hours a week).

Monthly salaries with effect from 1 July 2015 (in €)

Scale	I	II	III	IV	V
Minimum	1,9	2,163	2,410	2,890	3,440
Maximum	2,2	3,219	4,017	4,813	5,733
Standard increment	3	3%	3%	3%	3%

* The standard increment is 3% of the scale maximum

Monthly salaries, converted into amounts per hour, with effect from 1 July 2015 (in €)

Scale	I	II	III	IV	V
Minimum	12.	13.86	15.45	18.53	22.05
Maximum	14.	20.63	25.75	30.85	36.75
Standard increment	3	3%	3%	3%	3%

* The standard increment is 3% of the scale maximum

Article 14.4 Additional time off for General Interest Magazine Journalists and for Opinion Weekly Journalists

Holiday entitlements for General Interest Magazine Journalists (PU)

1. In derogation of the provisions of article 5.4 of the collective labour agreement, employees in full-time employment appointed as general interest magazine journalists shall be entitled to 20 statutory leave days and six supra-statutory leave days.

Pursuant to the provisions of article 5.4. paragraph 1 of the collective labour agreement the value of four of these days (1.6% of the salary) will be added to the à la carte budget with effect from 1-1-2016.

Holiday entitlements of opinion weekly journalists (OP)

2. In derogation of the provisions of article 5.4 of the collective labour agreement, employees in full-time employment appointed as opinion weekly journalists shall be entitled to 20 statutory leave days and five supra-statutory leave days.

Pursuant to the provisions of article 5.4. paragraph 1 of the collective labour agreement the value of four of these days (1.6% of the salary) will be added to the à la carte budget with effect from 1-1-2016.

Additional time off to compensate overtime with effect from Scale IV

3. The salary level as referred to in article 4.9 paragraphs 1 and 3 and article 5.4 paragraph 3 of the collective labour agreement, where employees start to be entitled to three additional days off to compensate for overtime, has been established at Scale IV.

Age-related days

4. In addition to the provisions of article 5.4 paragraph 1 of the collective labour agreement, an employee - who has reached the age of 50 shall be entitled to 3 additional days' holiday with full pay per holiday year. - who has reached the age of 55 shall be entitled to 4 additional days' holiday with full pay per holiday year. Contrary to the provisions of article 5.4 paragraph 1 of the collective labour agreement, the cash value of these additional days' holiday is not added to the à la carte budget. These additional days' holiday shall continue to be effective as entitlement to time off.

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

No conjunction with article 5.3 of the collective labour agreement

1. The Reduction of working hours for older employees scheme, referred to in article 5.3 of the collective labour agreement, does not apply to journalists who have opted for the application of the Reduction of working hours scheme for older General Interest Magazine and Opinion Weekly Journalists in accordance with this article 14.5.

Normal number of working hours: option for older employees

2. If they so request, the normal number of working hours for journalists aged 61 or older shall be 128 hours for every four weeks on full pay, with the right to spread this number of working hours over four days a week.

Part-time employment

3. The entitlement to reduction of working hours as referred to in paragraph 2 of this article shall apply on a pro rata basis to journalists in part-time employment.

Special circumstances

4. In special circumstances, a four-day working week can be deviated from by saving the day on which the employee does not work for a period of a maximum of four weeks.

Occupational disability

5. During periods of full or partial occupational disability, as well as during other forms of leave, there shall not be any entitlement to days off due to the inability to effectuate the four-day working week.

No scheduled days off

6. The entitlement to scheduled days off shall be cancelled.

Article 14.6 Saving scheduled days off

An agreement as to saving a maximum of 90 scheduled days off can be entered into between the editors-in-chief and one or more journalists, subject to management's approval. Any agreements in this respect shall be recorded in writing. The editors-in-chief and/or management shall only refuse permission if saving scheduled days off is not possible due to company-specific circumstances, i.e. saving scheduled days off must be permissible within the boundaries of organisational effectiveness and labour market possibilities. Any scheduled days off that have been saved but not taken shall not qualify for cash payment.

Article 14.7 Dismissal due to a change in structure

Duration and amount of the supplement

1. After a dismissal due to a change in structure, the statutory unemployment benefit will be supplemented to 95% gross for the first 4 months and then to the following differentiated supplement levels as applicable:

- in the event of a full-time salary of below €3,000: supplement to 89% gross
- in the event of a full-time salary of €3,000 or more and less than €4,000: supplement to 87% gross
- in the event of a full-time salary of €4,000 or more: supplement to 85% gross of the last earned gross wage during a period equal to:

- 60% of the period during which there is an entitlement to a statutory unemployment benefit for magazine journalists who had not reached the age of 40 and had not been employed for 10 years on the date of their dismissal;
- 80% of the statutory unemployment benefit period for magazine journalists aged 40 or older, but younger than 50, and who had not yet been employed for 10 years;
- the entire unemployment benefit period for journalists who had been employed for at least ten years on the date of their dismissal or who are aged 50 or more.

The application of this scheme shall not result in any distinctions based on nationality or residence being made between employees. Regardless of the amount of the basic benefit of the country where the employee receives their entitlement, this benefit will be supplemented to the aforementioned percentages of their last-earned gross salary. A minimum supplement period of 6 months applies.

The supplements will be subject to indexation by the systematic increases in pay pursuant to the collective labour agreement.

The supplement is set off 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*)).

60+ scheme

2. A 60+ scheme has been agreed for older journalists who are 60 or older at the moment when they are made redundant. The unemployment benefit will be supplemented to 95% gross for the first 4 months and then to the supplement level indicated under point 2 of the last earned gross wage for the different salary categories. The subsequent IOW benefit (pursuant to the Dutch Act on Income Support for older unemployed people) shall be supplemented to 70% gross of the last earned gross wage, net of any pre-pension entitlements accrued, until the moment when the employee reaches statutory pensionable age. Part of the entire supplement obligation shall be paid as a gross capital payment, based on the present value at the moment of paying.

Supplement to lower salary

3. If a journalist accepts employment at a lower salary outside the company or group of companies due to their job being cancelled, such journalist shall qualify for a supplement to their last earned gross salary during the supplement period applicable to such journalist, provided that there are no statutory facilities for this. This benefit shall only be owed if proper wage specifications are submitted in good time.

Article 14.8 Disability Pension Scheme for Book and Magazine Publishing for the job categories of BTU, PUOP, VAK to 31 December 2015

NOTE. Article 8.3 of the Disability Pension Scheme for the Publishing Industry shall take effect on 1 January 2016.

Disability Pension Scheme from January 2006 to December 2015

1. The Disability Pension Scheme of 1 January 2006 to 31 December 2015 shall apply to employees in the job categories of Book and Magazine Publishing, General Interest Magazine Journalists and Opinion Weekly Journalists and Trade Magazine Journalists to 31 December 2015. Details of this scheme can be found in 'Regulations of the Foundation for the Disability Pension scheme with effect from 1 January 2006 to 31 December 2015' (Annex 4B to this collective labour agreement). The administration of the scheme has been assigned to the Stichting Arbeidsongeschiktheidsvoorziening Uitgeverijbedrijf (Foundation for the Disability Pension Scheme for the Publishing Industry) in Amsterdam.

Supplement in the event of full, non-permanent occupational disability (80-100%)

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 70% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they start receiving statutory old age pension, or reach the age of 67).

Supplement in the event of WGA shortfall

4. After having received benefit for a maximum of 120 months, as described in paragraph 3, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, statutory follow-up benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to a supplement becomes effective after the entitlement to a supplement as referred to in paragraph 3 has lapsed. The supplement will last for as long as the employee receives statutory follow-up benefit, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Entitlement to supplement; indexation

5. Supplements to the benefit as referred to in article 14.8 paragraphs 2, 3 and 4 are indexed on 1 January, taking into consideration the applicable general changes to benefits under the Dutch Work and Income (Ability to Work) Act (WIA), capped at 3% annually.

The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA.

Annual contribution

6. The contribution is set by the parties to the collective labour every year, upon having been advised by the Board of the Foundation for the Disability Pension Scheme for Book and Magazine Publishing. The contribution shall be payable by the employee and shall be 0% of the tax base for the Extended WGA benefit shortfall insurance in 2015.

Article 14.9 Introductory project for General Interest Magazine Journalists and Opinion Weekly Journalists

Introductory project

A. WU and NVJ, parties to the collective labour agreement, have agreed an Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists (PUOP), to be achieved in 2015. The Fund envisages offering young school leavers of journalist study programmes work experience jobs for 6 to 9 months in publishing companies with employees who work in jobs covered by the job classification system for General Interest Magazine Journalists and Opinion Weekly Journalists.

Budget

B. The Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists starts from a budget of 0.59% on an annual basis, calculated over the uncapped wage

for purposes of national insurance received by the general interest magazine journalists and opinion weekly journalists employed by the employer in the preceding year.

The project will be funded partly by the remains of the resources of the VUT-Fonds TJ (TJ Early Retirement Fund) that was made available to the Stichting Bedrijfstakbureau foundation upon said fund being wound up. Depending on the resources available from the VUT-fonds TJ, an employer that employs journalists covered by the job classification system and salary structure for General Interest Magazine Journalists and Opinion Weekly Journalists may owe a contribution to the fund in 2015. The amount of this contribution is yet to be established; it will be expressed as an annual percentage, calculated over the uncapped wage for purposes of national insurance received by the journalists employed by the employer in the preceding year.

Regulations

C. The Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists 2015 has been developed into regulations provided below.

Terms and definitions

1. The following terms as used in these regulations shall have the definitions provided here

Introductory project

a. Introductory project: the project agreed by the parties to the collective labour agreement, aimed at having recent graduates from journalist study programmes gather experience with publishing companies with employees who work in jobs covered by the job classification system of General Interest Magazine Journalists and Opinion Weekly Journalists.

Fund

b. Fund: the *Fonds Kennismakingsproject Publiekstijdschrift- en Opnieuwweekbladjournalisten* (Fund for the Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists), having its registered office at the offices of the Dutch Publishers Association, Hogehilweg 6, Amsterdam (P.O. Box 12040, 1100 AA Amsterdam), tel. +31(0)20 - 4309187

Employer

c. Employer: the employer referred to in the Collective Labour Agreement for the Publishing Industry who employs journalists covered by the job classification system of General Interest Magazine Journalists and Opinion Weekly Journalists, as well as the employer designated as such by the board.

School leaver

d. School leaver: the person who has just graduated from a journalist study programme.

Board

e. Board: the board of the Fund, composed of two representatives of the employers and two representatives of the journalists.

Administrator

f. Administrator: the official appointed by the board for the administration of these regulations.

Conditions

2. The following conditions have to be fulfilled in order to qualify for reimbursement of some of the cost of attracting school leavers:

a. The application must have been filed with the administrator before 1 July 2015 by means of the application form for the Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists 2015.

b. No reimbursement of costs will be granted for filling an existing or future vacancy.

c. The school leaver shall have been appointed no later than on 1 August 2015.

d. The school leaver for whom a reimbursement of costs is applied shall be employed on the basis of a work experience job contract for at least six and at most nine months.

e. The employer shall make a copy of the work experience job contract for the purposes of the Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists available to the administrator within one week of appointing the school leaver.

Awarding the reimbursement of costs

- 3.a.** The board shall award reimbursements of costs from the Fund's resources to employers who participate in the Introductory Project.
- b.** The administrator shall use the application form and, if necessary, any further information to assess whether the conditions for awarding reimbursement of costs have been fulfilled and the administrator shall advise the board accordingly.
- c.** After 1 July 2015, the date when the term for applying for reimbursement of costs has expired, the administrator shall assess whether, and if so, to what extent, the applications for grants exceed the resources of the Fund.
- d.** If the number of applications for reimbursement of costs exceeds the Fund's resources, the board shall adopt a quota scheme for awarding reimbursement of costs. This quota scheme shall be established such that reimbursements of costs shall be awarded proportionately to an employer's contribution to the Fund as much as possible.
- e.** The administrator shall inform the employer who filed an application for reimbursement of costs as to whether their application has been approved or rejected as soon as possible, but no later than on 1 June 2015.
- f.** The reimbursement of costs shall be paid by the Fund after the employer has sent a bill to the administrator itemising the costs incurred and after the board has established that all conditions for reimbursement of costs have been fulfilled.

Administrator

- 4. a.** The administrator shall be accountable to the board of the Fund.
- b.** The board and the administrator shall observe absolute confidentiality as to any information provided to them for the purposes of administering the Introductory Project for General Interest Magazine Journalists and Opinion Weekly Journalists.

Authorities of the board

- 5.** The board shall decide on any matters not provided for by these regulations.

15 JOB CATEGORY OF TRADE MAGAZINE JOURNALISTS

Provisions applicable to employees whose job has been classified into the job category of Trade Magazine Journalists

This chapter contains the following job category-specific provisions.

Target group

Article 15.1 Scope

Jobs and salaries

Article 15.2 Job classification system for Trade Magazine Journalists

Article 15.3 Salary structure for Trade Magazine Journalists

Additional time off

Article 15.4 Additional time off for Trade Magazine Journalists

Income support

Article 15.5 Extended WGA Benefit Shortfall scheme

Introductory project

Article 15.6 Introductory project for Trade Magazine Journalists

Article 15.1 Scope

The provisions in this chapter apply to employees whose job has been classified into the job category of Trade Magazine Journalists. The job category-specific provisions apply in addition to or, if indicated, in derogation of the provisions of the basic provisions.

Article 15.2 Job classification system for Trade Magazine Journalists

Job classification instrument for Trade Magazine Journalists

The job classification system for Trade Magazine Journalists (VAK) is a recognised job classification instrument in the form of a job level matrix based on the Hay method, consisting of job level groups B to H. The jobs shown in the job level groups are reference jobs.

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

Job level	EDITORS-IN-CHIEF	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			

Article 15.3 Salary structure for Trade Magazine Journalists*Salary scales*

1. The salary structure for Trade Magazine Journalists (VAK) consists of the salary scales B to G. The amounts in the salary scales refer to monthly salaries and are shown in euro. The salary scales correspond to the job classification system as presented in article 15.2 of the collective labour agreement.

The salaries and salary scales were increased by 1% with effect from 1 July 2015.

Normal number of working hours

2. In accordance with article 1.4 under j of the collective labour agreement, the salary scales are based on a normal number of working hours of 144 hours on average every four weeks (36 hours a week).

Salary scales with effect from 1 July 2015 (in €)

	Minimum (in €)	Standard salary increment	Maximum (in €)
Scale G	3,696	111	5,686
Scale F	3,258	97	5,012
Scale E	2,835	85	4,446
Scale D	2,559	77	4,015
Scale C	2,421	69	3,458
Scale B	2,302	64	3,071

Monthly salaries, converted into amounts per hour, with effect from 1 July 2015 (in €)

	Minimum (in €)		Maximum (in €)
Scale G	23.69		36.45
Scale F	20.89		32.13
Scale E	18.17		28.50
Scale D	16.41		25.74
Scale C	15.52		22.17
Scale B	14.76		19.68

Article 15.4 Additional time off for Trade Magazine Journalists*Awarding additional time off to compensate overtime with effect from scale D*

1. The salary level as referred to in article 4.9 paragraphs 1 and 3 and article 5.4 paragraph 3 of the collective labour agreement, where employees start to be entitled to three additional days off to compensate for overtime, has been established at Scale D.

Age-related days

2. In addition to the provisions of article 5.4 paragraph 1 of the collective labour agreement, an employee

- who has reached the age of 50 shall be entitled to 1 additional day's holiday with full pay per holiday year;
- who has reached the age of 55 shall be entitled to 2 additional days' holiday with full pay per holiday year.
- who has reached the age of 60 shall be entitled to 3 additional days' holiday with full pay per holiday year.

Contrary to the provisions of article 5.4 paragraph 1 of the collective labour agreement, the cash value of these additional days' holiday is not added to the à la carte budget. These additional days' holiday shall continue to be effective as entitlement to time off.

Article 15.5 Disability Pension Scheme for Book and Magazine Publishing for the job categories of BTU, PUOP, VAK to 31 December 2015

NOTE. Article 8.3 of the Disability Pension Scheme for the Publishing Industry shall take effect on 1 January 2016.

Disability Pension Scheme 1 January 2006 to 31 December 2015

1. The Disability Pension Scheme shall apply to employees in the job categories of Book and Magazine Publishing, General Interest Magazine Journalists and Opinion Weekly Journalists and Trade Magazine Journalists with effect from 1 January 2006 to 31 December 2015. Details of this scheme can be found in 'Regulations of the Foundation for the Disability Pension scheme with effect from 1 January 2006 to 31 December 2015' (Annex 4B to this collective labour agreement). The administration of the scheme has been assigned to the Stichting Arbeidsongeschiktheidsvoorziening Uitgeverijbedrijf (Foundation for the Disability Pension Scheme for the Publishing Industry) in Amsterdam.

Supplement in the event of full, non-permanent occupational disability (80-100%)

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 70% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension or when they reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67).

Supplement in the event of WGA shortfall

4. After having received benefit for a maximum of 120 months, as described in paragraph 3, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, statutory follow-up benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to a supplement becomes effective after the entitlement to a supplement pursuant to paragraph 3 has lapsed. The supplement will last for as long as the employee receives statutory follow-up benefit, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Entitlement to supplement; indexation

5. Supplements to the benefit as referred to in article 15.5 paragraphs 2, 3 and 4 are indexed on 1 January, taking into consideration the applicable general changes to benefits under the Dutch Work and Income (Ability to Work) Act (WIA), capped at 3% annually.

The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA.

Annual contribution

6. The contribution is set by the parties to the collective labour every year, upon having been advised by the Board of the Foundation for the Disability Pension Scheme for Book and Magazine Publishing. The contribution shall be payable by the employee and shall be 0% of the tax base for the Extended WGA benefit shortfall insurance in 2015.

Article 15.6 Introductory project for Trade Magazine Journalists 2015

Introductory project

A. WU and NVJ, parties to the collective labour agreement, have agreed an Introductory Project for Trade Magazine Journalists (VAK), to be achieved in 2015. The Fund envisages offering young school leavers of journalist study programmes work experience jobs for 6 to 9 months in publishing companies with employees who work in jobs covered by the job classification system for Trade Magazine Journalists.

Funding; contributions

B. To fund the project, an employer that employs journalists covered by the job classification system and salary structure for Trade Magazine Journalists shall owe the Fund for the Introductory Project for Trade Magazine Journalists an annual contribution of 0.59% in 2015, calculated over the uncapped wage for purposes of national insurance received by the journalists employed by the employer in the preceding year.

Regulations

C. The Introductory Project for Trade Magazine Journalists 2015 has been developed into the regulations provided below.

Terms and definitions

1. The following terms as used in these regulations shall have the definitions provided here

Introductory project

a. Introductory project: the project agreed by the parties to the collective labour agreement, aimed at having recent graduates from journalist study programmes gather experience with publishing companies with employees who work in jobs covered by the job classification system of Trade Magazine Journalists.

Fund

b. Fund: the *Fonds Kennismakingsproject Vaktijdschriftjournalisten* (Fund for the Introductory Project for Trade Magazine Journalists), having its registered office at the offices of the Dutch Publishers Association, Hoge Hilweg 6, Amsterdam (P.O. Box 12040, 1100 AA Amsterdam), tel. +31(0)20 - 4309187

Employer

c. Employer: the employer referred to in the collective labour agreement who employs journalists covered by the job classification system of Trade Magazine Journalists, as well as the employer designated as such by the board.

School leaver

d. School leaver: the person who has just graduated from a journalist study programme.

Board

e. Board: the board of the Fund, composed of two representatives of the employers and two representatives of the journalists.

Administrator

f. Administrator: the official appointed by the board for the administration of these regulations.

Conditions

2. The following conditions have to be fulfilled in order to qualify for reimbursement of some of the cost of attracting school leavers:

a. The application must have been filed with the administrator before 1 July 2015 by means of the application form for the Introductory Project for Trade Magazine Journalists.

b. No reimbursement of costs will be granted for filling an existing or future vacancy.

c. The school leaver shall have been appointed no later than on 1 August 2015.

d. The school leaver for whom a reimbursement of costs is applied shall be employed on the basis of a work experience job contract for at least six and at most nine months.

e. The employer shall make a copy of the work experience job contract for the purposes of the Introductory Project for Trade Magazine Journalists available to the administrator within one week of appointing the school

leaver.

Awarding the reimbursement of costs

- 3. a.** The board shall award reimbursements of costs from the Fund's resources to employers who participate in the Introductory Project.
- b.** The administrator shall use the application form and, if necessary, any further information to assess whether the conditions for awarding reimbursement of costs have been fulfilled and the administrator shall advise the board accordingly.
- c.** After 1 July 2015, the date when the term for applying for reimbursement of costs has expired, the administrator shall assess whether, and if so, to what extent, the applications for grants exceed the resources of the Fund.
- d.** If the number of applications for reimbursement of costs exceeds the Fund's resources, the board shall adopt a quota scheme for awarding reimbursement of costs. This quota scheme shall be established such that reimbursements of costs shall be awarded proportionately to an employer's contribution to the Fund as much as possible.
- e.** The administrator shall inform the employer who filed an application for reimbursement of costs as to whether their application has been approved or rejected as soon as possible, but no later than on 1 June 2015.
- f.** The reimbursement of costs shall be paid by the Fund after the employer has sent a bill to the administrator itemising the costs incurred and after the board has established that all conditions for reimbursement of costs have been fulfilled.

Administrator

- 4. a.** The administrator shall be accountable to the board of the Fund.
- b.** The board and the administrator shall observe absolute confidentiality as to any information provided to them for the purposes of administering the Introductory Project for Trade Magazine Journalists.

Authorities of the board

- 5.** The board shall decide on any matters not provided for by these regulations.

16A JOB CATEGORY OF JOURNALISTS WORKING FOR FREE LOCAL NEWSPAPERS

Provisions applicable to employees whose job has been classified into the job category of Journalists working for Free Local Newspapers

This chapter contains the following job category-specific provisions.

Target group

- Article 16A.1 Scope
Article 16A.2 Terms and definitions

Jobs and salaries

- Article 16A.3 Job category and classification system
Article 16A.4 Appraisal system
Article 16A.5 Salary structure
Article 16A.6 Allowances

Appointment and dismissal; working hours

- Article 16A.7 Appointment and dismissal
Article 16A.8 Five-day working week
Article 16A.9 Excessive working hours

Additional time off

- Article 16A.10 Additional time off for Journalists working for Free Local Newspapers
Article 16A.11 Reduction of working hours scheme for older Journalists working for Free Local Newspapers

Income support

- Article 16A.12 Extended WGA Benefit Shortfall Scheme for Journalists working for Free Local Newspapers to 31 December 2015
Article 16A.13 Supplement to benefit pursuant to the Income provision (fully disabled workers) Regulation (IVA)
Article 16A.14 Change in structure
Article 16A.15 Dismissal due to a change in structure

Journalism

- Article 16A.16 Deputising for the editor-in-chief
Article 16A.17 Deputising in the event of leave or of absence due to sickness
Article 16A.18 Editorial meeting
Article 16A.19 Other use

- Annex 1 Job category and classification system
Annex 2 Appraisal system
-

Article 16A.1 Scope

Free local newspapers

1. With effect from 1 January 2016, the provisions in this chapter apply to all employment contracts entered into between a journalist and the employer, which stipulate that the journalist shall carry out journalistic work as a salaried employee for one or more free local newspapers that are published by this employer.

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 Journalists working for Free Local Newspapers:

- | | |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Article 4.8 | Extended working hours allowance * |
| Article 4.9 | Compensation of overtime hours for employees in full-time employment* |
| Article 4.10.1 | Compensation of extra hours and overtime hours for employees in part-time employment* |
| | * Since articles 4.10.2 and 4.10.3 remain in effect, articles 4.8.1 and 4.9 where referred to do apply to employees in part-time employment! |
| Article 5.1 | Customary daily working hours |
| Article 5.2 | Flexible Working (FW) |
| Article 5.4 lid 3 | Awarding extra days off based on job groups |

Chapter 10A (General journalism) does not apply

3. Chapter 10A (General journalism) of the collective labour agreement does not apply to employees whose job has been classified into the job category of Journalists working for Free Local Newspapers: the topics of a journalistic nature that are relevant to the job category of Journalists working for Free Local Newspapers are governed by articles 16A.14 to 16A.19 of this collective labour agreement.

Article 16A.2 Terms and definitions of chapter 16A

The following terms as used in this chapter shall have the definitions provided here

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 aimed at the needs of the advertising market 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 family of jobs I. Anyone who has graduated from a school for journalism shall not be considered as an apprentice journalist or a newcomer.

Editor-in-chief

c. Editor-in-chief: the journalist who, by virtue of their appointment by the employer is responsible for the editorial content of a free local magazine and, in conjunction therewith, has the hierarchic management of at least three journalists, or 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.

Article 16A.3 Job category and classification system for Journalists working for Free Local Newspapers

General

The basic principle of the classification system is that it is based on three families of jobs; they are job categories to which all the editorial jobs are assigned before being divided into six available salary scales, i.e. two scales per family of jobs.

The classification system can be found in Annex 1 to this chapter.

Article 16A.4 Appraisal system*General*

In order to be able to link the amount of the periodic increases in the salary system for the job category of Journalists working for Free Local Newspapers to a performance appraisal of the journalists involved, the company will have to use an objective, transparent, verifiable and justified appraisal system that serves as the basis for assessing individual journalists. To this end, a number of organisational and other pre-conditions has been established that the company shall comply with in order to link the awarding of a periodic increase –and the amount thereof –within the salary system of the job category of Journalists working for Free Local Newspapers to a performance appraisal of individual journalists. Only publishing companies that observe these conditions and pre-conditions shall be entitled to link the awarding of the annual periodic increase –and the amount thereof –to the appraisal of the individual journalist.

The appraisal system can be found in Annex 2 to this chapter.

Article 16A.5 Salary structure for Journalists working for Free Local Newspapers*Salary scales for Journalists working for Free Local Newspapers*

1. The salary structure for Journalists working for Free Local Newspaper (HAH) consists of salary scales 1 to 6, divided among job families I, II and III. In addition, there are salary scales for apprentice journalists.

The amounts in the salary scales refer to monthly salaries and are shown in euro.

The salary scales correspond to the job classification system as presented in article 16A.3 of the collective labour agreement.

The salaries and salary scales were increased by 1% with effect from 1 July 2015.

Salary scales with effect from 1 July 2015 (in €) (including 1.0% increase)						
	Family of jobs I		Family of jobs II		Family of jobs III	
Scale	1	2	3	4	5	6
Start	1,948.63	2,268.15	2,587.68	2,907.19	3,227.89	3,419.83
Maximum	2,656.93	2,976.41	3,295.94	3,615.79	3,936.17	4,128.11

Minimum periodic increase: €63.74

Apprentice scales with effect from 1 July 2015 (including 1.0% increase)	
	Per month
	in €
First year of apprenticeship	1,468.07
Second year of apprenticeship	1,628.69
Third year of apprenticeship	1,788.70

Scheme for former Newspaper Journalists

2. This scheme applies to all journalists who –based on their employment contract –received a salary in accordance with the collective labour agreement for Newspaper Journalists prior to 1 July 1982.

These journalists shall be classified on the basis of article 4.2 or respectively 16A.3 of the Collective Labour Agreement for the Publishing Industry by 1 January 2016.

Based on the demonstrably promised opportunities for growth as laid down in the employment contract, these journalists will follow the scale in which they were classified before 1 July 1982 up to its maximum level.

The scaled salaries shall be increased by the percentages provided for in article 4.1 paragraph 4 of the collective labour agreement. The following scaled salaries shall therefore apply for the term of the current collective labour agreement:

Scheme with effect from 1 July 2015 for former newspaper journalists (including 1.0% increase) (in €)				
	Section	Section	Section	Section
	I Extra	I	II	III
Minimum at start	3,793.92	3,437.26	2,525.98	1,953.74
after 1 year		3,537.02	2,640.09	1,996.72
after 2 years	4,144.22	3,635.71	2,753.65	2,041.94
after 3 years		3,733.28	2,873.26	2,113.07
after 4 years	4,480.82	3,836.38	3,004.50	2,182.53
after 5 years		3,931.20	3,124.11	2,258.60
after 6 years	4,811.58	4,035.93	3,229.96	2,362.79
after 7 years		4,132.96	3,335.83	2,449.34
after 8 years	5,145.65	4,231.09	3,430.08	2,519.92
after 9 years		4,325.92	3,526.56	2,617.49
after 10 years	5,476.42	4,420.19	3,626.34	2,715.08
after 11 years		4,516.11	3,724.46	2,819.24
after 12 years		4,606.52	3,821.48	2,922.88
after 13 years				3,028.18
after 14 years				3,134.02

Normal number of working hours

3. In accordance with article 1.4 under I of the collective labour agreement, the salary scale for Journalists working for Free Local Newspapers is based on a normal number of working hours of 38 hours a week on average.

Classifying apprentice journalists/newcomers

4. The apprentice scales shall apply to apprentice journalists/newcomers for the duration of their apprenticeship period, as referred to in article 16A.7 paragraph 3. The apprentice scales and their application can be found in article 16A.5 and form an integrated part of this collective labour agreement.

Classification of School of Journalism graduates

5. A personal minimum salary that is at least equal to the entry-level salary of scale 1, increased by one periodic increase, shall apply to journalists who have graduated from a school of journalism.

Single payment in 2016

6. In the month of May 2016, employees shall receive a single payment of 0.5% (reference date 1 January 2016; calculation basis 12 x the gross monthly salary plus holiday allowance, prorated to the last 12 months of employment)

Article 16A.6 Allowances

Allowance for working irregular hours

1. Without prejudice to the provisions of article 16A.9 (excessive working hours), journalists whose employer asks them to carry out work at times outside the work patterns that apply to them shall be entitled to an allowance of 3% of their monthly salary if, in the month in question, they worked:

- a. for at least two consecutive hours on at least one Sunday and/or
- b. at least three evenings after 7 p.m. in any week in that month.

Individual supplement in the event of demotion

2. Contrary to the provisions of article 4.6 paragraph 3 of the collective labour agreement, journalists in the job category of Journalists working for Free Local Newspapers shall be awarded an individual supplement to prevent any financial disadvantage due to a change in their individual job level.

Article 16A.7 Appointment and dismissal

The following provisions apply in addition to the provisions of chapter 3 of the collective labour agreement.

Appointment of the journalist

1. The journalist shall be appointed by the employer in consultation with and on the recommendation of the editor-in-chief.

Principles and/or character of the free local newspaper

2. The written notice of appointment shall include, without limitation: a description of the principles and/or the character of the newspaper, if the journalist is explicitly bound to them;

Term of employment contract with an apprentice journalist

3. Unless otherwise agreed, the employment contract with an apprentice journalist is considered to have been entered into for the duration of the apprenticeship period. The apprenticeship period shall last a maximum of three years.

Dismissal after consulting the editor-in-chief

4. A journalist shall not be dismissed until after the editor-in-chief has been consulted.

Termination for urgent cause

5. Termination of the agreement by the employer pursuant to article 7:678 of the Dutch Civil Code shall only be effected upon consulting the editor-in-chief, unless such person, or in their absence, their deputy appointed in accordance with article 16A.16 if relevant, cannot be consulted at short notice.

Article 16A.8 Five-day working week

A five-day working week is taken to be a working week with two consecutive days off, preferably at the weekend, preceded and followed by a full night's rest. The journalist shall at least be entitled to an uninterrupted rest period of 36 hours in every consecutive period of 7 times 24 hours, or an uninterrupted rest period of 72 hours in every consecutive period of 14 times 24 hours, and it shall be possible to split the rest time into uninterrupted rest periods of at least 32 hours each.

Article 16A.9 Excessive working hours

Excessive working hours

1. Excessive working hours are where a journalist has worked more than 152 hours in a consecutive period of four weeks. If the journalist took one or more full days' holiday, public holidays or other days off as referred to in article 5.6, or compensation days as referred to in this article and/or was on sick leave during this period, such days are set

at 7.6 hours for calculating excessive working hours. Any compensation that has been established will not lapse in the event of sickness.

Avoiding excessive working hours as far as possible

2. Excessive working hours shall be avoided as far as possible.

Compensation in the form of time

3. If the employee has worked excessive working hours, any surplus hours worked shall be compensated by replacement time off within 13 weeks of the period of their occurrence. The journalist involved will decide when such time off is taken, provided that this is not explicitly in conflict with the company's interests. The manager involved will substantiate any negative decision in writing at the journalist's request. The compensation that has been established will not lapse. The time off shall be taken as full or half compensation days as much as possible.

Discussion in the editorial meeting

4. If excessive working hours regularly occur, this shall be addressed in the editorial meeting referred to in article 16A.18 paragraph 2

Article 16A.10 Additional time off for Journalists working for Free Local Newspapers

Holidays

1. In derogation of the provisions of article 5.4 of the collective labour agreement, employees in full-time employment shall be entitled to 20 statutory leave days and five supra-statutory leave days. In accordance with article 5.4. paragraph 1 of the collective labour agreement, the value of four of these supra-statutory days (1.6% of the salary) shall be added to the à la carte budget.

Limitation of holidays

2 a. Any holiday entitlements accrued up to 1 January 2015 shall expire five years after the last day of the calendar year in which the entitlement came into being, provided that the employer actually enables the employee to take the days off that have been designated as days' holiday.

Explanation

Holiday not taken: A scheme shall be implemented at company level to deal with the consequences of days' holiday accumulating in companies ('lakes' of days' holiday). To promote the reduction of such 'lakes' of days' holiday, employers shall give their employees the opportunity to decrease these hours. After consulting the employer, the employee can take any remaining days' holiday at the time the employee wishes, unless the employer is of the opinion that it conflicts with the company's requirements. If employees have not used their holiday entitlements within six months of the end of the holiday year in which they were accrued, the employer shall have the right to specify dates, upon mutual consultation, on which the employee shall take these days. Any days' holiday that have not been taken within the applicable statutory periods shall lapse.

b. With effect from 1 January 2015, any statutory holiday entitlements that have not been taken by the journalist within six months of the end of the holiday year in which they were accrued shall lapse by operation of law. Any supra-statutory holiday entitlements that have not been taken/ within the relevant statutory period after they were accrued shall lapse.

Compensation for irregular working hours

3. If significantly irregular working hours are inherent in a journalist's job, this will be compensated by three extra days off on top of the regular holiday entitlement as defined in article 16A.10 lid 2 of the collective labour agreement.

Age-related days

4. Without prejudice to a journalist's holiday entitlements pursuant to other provisions of this collective labour agreement, the journalist shall be entitled to:

a. one working day's holiday a year, if the journalist has reached or will reach the age of fifty in the holiday year in question;

b. two working days' holiday a year, if the journalist has reached or will reach the age of fifty-five in the holiday year in question;

Article 16A.11 Reduction of working hours scheme for older Journalists working for Free Local Newspapers

No overlap with other schemes

1. The following schemes in the collective labour agreement do not apply to journalists who have opted for the application of the Reduction of working hours scheme for older Journalists working for Free Local Newspapers in accordance with paragraph 2 of this article:

- article 5.3 Reduction of working hours scheme for older employees
- article 16A.10 paragraph 3 (Compensation for irregular working hours)
- article 16A.10 lid 4 (Age-related days).

Reduction of working hours scheme for older Journalists working for Free Local Newspapers

2. Journalists who have reached the age of 58 and who have worked as a journalist within the meaning of this collective labour agreement for 10 consecutive years shall be entitled to 26 scheduled days off a year, in addition to their basic holiday entitlement described in article 5.4 of the collective labour agreement for a maximum of 4 years.

Lapse of entitlements

3. If, due to illness, an accident or holiday or for another reason, a journalist has not been able to take scheduled time off as such, they shall not be entitled to take extra time off at another time.

4. If a journalist fails to take advantage of the opportunity to take the scheduled extra time off, they shall not be entitled to take extra time off at a later time.

Change to the schedule

5. The employer shall be authorised to deviate from the established schedule in special situations, on the understanding that the journalist will be able to take any days off not taken as a consequence thereof in the next period of the schedule.

Article 16A.12 Extended WGA Benefit Shortfall scheme for Journalists working for Free Local Newspapers to 31 December 2015

NOTE. Article 8.3 of the Disability Pension Scheme for the Publishing Industry shall take effect on 1 January 2016.

Disability Pension Scheme 1 January 2006 to 31 December 2015

1. The Disability Pension Shortfall Scheme for Newspaper Journalists of 1 January 2006 to 31 December 2015 shall apply to employees in the job category of Journalists working for Free Local Newspapers until 31 December 2015.

Supplement in the event of full, non-permanent occupational disability (80-100%)

2. In the event of full, non-permanent occupational disability (80-100%) where there is a probability of recovery, the employee who is entitled to WGA benefit shall be entitled to a supplement of 5% of the capped monthly salary they last earned when the occupational disability started, for as long as their full, non-permanent occupational disability lasts, but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67.

Supplement in the event of partial occupational disability (35-80%)

3. In the event of partial occupational disability (35-80%), employees who are entitled to WGA benefit shall be entitled to a supplement of up to 70% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67). If this employee carries out activities such that they sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employee will be entitled to a supplement of 75% of the capped monthly salary they last earned when the occupational disability started, for a maximum period of the first 120 months from the start of their

entitlement to WGA (but payment of this supplement will cease when they become entitled to statutory old age pension, or reach the age of 67).

Supplement in the event of WGA shortfall

4. After having received benefit for a maximum of 120 months, as described in paragraph 3, the employee with a "WGA shortfall" as described below is entitled to a supplement. The WGA shortfall occurs if less than 50% of the remaining earning capacity as established by UWV is utilised. In that event, statutory follow-up benefit is calculated based on the minimum wage instead of the employee's own wage.

The supplement is 70% of the difference between the capped monthly salary last earned before the occupational disability began and the statutory minimum wage, multiplied by the occupational disability percentage established by UWV.

This entitlement to a supplement becomes effective after the entitlement to a supplement pursuant to paragraph 3 has lapsed. The supplement will be paid for as long as the employee receives statutory follow-up benefit, but will cease when they become entitled to statutory old age pension, or reach the age of 67.

Entitlement to supplement; indexation

5. Supplements to the benefit as referred to in article 16.12 paragraphs 2, 3 and 4 are indexed on 1 January, taking into consideration the applicable general changes to benefits under the Dutch Work and Income (Ability to Work) Act (WIA), capped at 3% annually.

The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA.

Annual contribution

6. The contribution is set by the parties to the collective labour every year, upon having been advised by the Committee of Consultation. The contribution shall be payable by the employee and shall be 0% of the tax base for the Extended WGA benefit shortfall insurance in 2015.

Article 16A.13 Supplement to benefit pursuant to the Income provision (fully disabled workers) Regulation (IVA)

Any journalist who, after having reached the age of 55, has become fully incapacitated for work and has worked as a free local newspaper journalist for at least 10 years, shall be entitled to have their employer supplement this benefit to 90% of their net salary, taking into account the customary payments, capped at the maximum benefit level paid by National Insurance (daily wage according to Income provision (fully disabled workers) Regulation (IVA)) until the journalist reaches statutory pensionable age.

Article 16A.14 Change in structure

Duty to inform when intending to implement a change in structure

1. The employer who intends to implement a change in structure shall notify the board of the NVJ accordingly as soon as possible, but at the latest as soon as the expectation is justified that the change in structure will take effect. The NVJ shall maintain confidentiality as to anything communicated to it until the moment when the change in structure is made public by the employer involved.

Without prejudice to the other provisions of this paragraph, when notifying a trade association other than the NVJ about a change in structure in any form, or when involving such other trade association in any form of consultation about such subject, the employer shall act in the same way in respect of the NVJ at such time.

Change in structure

2. For the purposes of this article and the following articles, a change in structure shall be taken to mean: 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.

Duty to inform when deciding to implement a change in structure

3. As soon as the decision to implement a change in structure has been taken, the employer shall be under the obligation to notify the board of the NVJ of such decision and to inform the editorial team(s) involved.

Duty to consult the NVJ in the event of any drastic change in the legal position of the journalists

4. If the change in structure results in a drastic change in the legal position of the journalists, the board of the NVJ shall be consulted as to the details of the decision taken. The resulting consequences for the legal position of the journalists involved shall be provided for in more detail in a redundancy scheme to be agreed between the NVJ and the employer.

Composition of the editorial team

5. As soon as a change in structure has been decided in principle, the composition of the editorial team can only be changed upon consulting the editor-in-chief.

Explanation

In this article, 'legal position' is taken to mean:

The complex of rights and obligations which the journalist involved can invoke pursuant to statute, 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.

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

6. If a publisher transfers the commercial operation of a publication that was operated by the publisher to another person or company that employs one or more of the journalists affiliated with such publication pursuant to an employment contract, or if a publisher of publications makes use of such persons or companies in a similar manner, said publisher will be bound in respect of said journalists to agree with these persons or companies that all available means shall be used to promote the application of the provisions of this collective labour agreement to these journalists as if they were employed by such publisher, to the extent possible at law.

Article 16A.15 Dismissal due to a change in structure

Duration and amount of the supplement

1. After a dismissal due to a change in structure, the statutory unemployment benefit is supplemented to 95% of the last earned gross salary for the first six months and then to 80% of the last earned gross salary, capped at once the income for national insurance purposes, for a period that is equal to:

- 60% of the period during which there is an entitlement to statutory unemployment benefit for journalists who have not reached the age of 40 and had not been employed for 10 years on the date of their dismissal;
- 80% of the statutory unemployment benefit period for journalists aged 40 or older, but younger than 50, and who have not been employed for 10 years yet;
- the entire unemployment benefit period for journalists who have been employed for at least ten years or who are aged 50 or up on the date of their dismissal;

The application of this scheme shall not result in any distinctions based on nationality or residence being made between employees.

Regardless of the amount of the basic benefit of the country where the employee receives their entitlement, this benefit will be supplemented to the aforementioned percentages of their last-earned gross salary.

Furthermore, a minimum supplement period of 6 months applies.

The supplement is set off 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*)).

60+ scheme

2. A 60+ scheme shall apply to older journalists who are 60 or older at the moment when they are made redundant. The statutory unemployment benefit is supplemented to 95% of the last earned gross salary for the first six months and then to 80% of the last earned gross salary.

The subsequent *IOW* benefit (pursuant to the Dutch Act on Income Support for older unemployed people) shall be supplemented to 70% of the last earned gross salary, net of any pre-pension benefit accrued, until the moment when the employee reaches statutory pensionable age. People aged 58 or 59 shall be entitled to a limited supplement to the *IOW* benefit to 70% for a maximum period of 8 months; for people older than 53 and younger than 58 this shall be 4 months.

Continuation of pension accrual while maintaining the division of contributions

3. As part of the 60+ scheme, pension accrual will be continued in accordance with the applicable division of contributions into an employer's share and an employee's share between the employer and the journalist.

Gross salary

4. For the application of this article, gross salary shall be taken to mean: the gross salary last earned, always to be increased by the collective increases in the salary scale into which the journalist in question had been classified, as agreed as part of the Collective Labour Agreement for the Publishing Industry.

Article 16A.16 Deputising for the editor-in-chief

Deputising for the editor-in-chief; remuneration

In the absence of the editor-in-chief, the publisher can appoint a deputy after consulting the editorial team. If deputising needs to last for longer than six weeks, the publisher shall appoint a deputy. The deputy shall be entitled to a reasonable extra allowance which shall be at least half the difference in salary between the editor-in-chief concerned and the deputy.

Deputising can also take place by means of temporary sub-tasks for reasonable compensation in proper proportion to the allowance mentioned above, provided that the deputising involves a considerable degree of extra work and extra responsibility.

Article 16A.17 Deputising in the event of leave or of absence due to sickness

Deputising in the event of leave, illness or departure

1. The journalist shall be under the obligation to deputise for colleagues who are absent due to leave or illness, or have left the company, and take over their work for six weeks without compensation.

2. However, if the deputising continues for more than six weeks and there is no prospect of its ending soon, the deputising journalist who, besides their regular duties, has taken over a considerable share of the work of the absent journalist, shall be entitled to reasonable compensation for the rest of the deputising period.

Deputising in the event of a vacancy

3. The provisions in this article shall apply *mutatis mutandis* to work as a result of a vacancy.

Article 16A.18 Editorial meeting

General

1. The publisher's final responsibility –bearing in mind the specific character of every free local newspaper – includes having regular meetings besides the consultations identified in the collective labour agreement about the editorial and other material aspects of the periodical(s) by or on behalf of the employer with the editor-in-chief or the journalist who is charged with this task.

Editorial meetings

2. a. In the context of the interaction between commerce and editing, the publisher shall provide the editorial team with information about current market policy to enable the editorial team to function well.

The publisher shall consult the editorial team on the editorial format of the newspaper or group of newspapers and then decide on it. The starting point here is to make a recognisable distinction for readers between news on the one hand, and advertisements and 'advertorials' on the other.

The editorial team will attempt to develop and observe an editorial policy that is modelled on the structure and character of the free local newspaper of which 'news with a commercial bias' can be part.

b. The publisher will consult with the editorial team at least twice a year, addressing at least the following:

- application of the collective labour agreement;
- the journalists' working conditions;
- the appraisal system proposed and/or its annual evaluation or its evaluation according to another frequency.

The editorial policy as referred to in paragraph 1, 'news with a commercial bias' and, if adopted, the editorial budget can also be addressed.

c. If an editorial team of a free local newspaper publishing house consists of more than five journalists, the following shall be decided between the publisher and the editorial team as regards the provisions of paragraph 2:

- which people from the editorial team or representing the editorial team will participate in the meeting;
- the agenda of the topics to be addressed in the meeting, while taking minutes of what has been discussed.

d. Appointing the management of the editorial team and/or relocating the editorial team will only take place after timely consultations with the editorial team or its representatives.

e. The publisher will discuss the introduction of an appraisal system with the editorial team of a free local newspaper –to the extent that the outcomes of the appraisal are intended to be linked to the remuneration (in accordance with article 16A.5.1 of this collective labour agreement) –in the editorial meeting at such a time when the results of the meeting can be used in the mandatory consultations between the publisher and the Works Council (request for assent according to article 27(a) of the Dutch Works Councils Act) on this issue. The publisher will ask the Works Council to discuss the proposals with the editorial meeting at least once, before issuing its reply to the request for assent.

Explanation

Management of the editorial team is taken to be 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

3a. The publisher and the management of the editorial team will consult with each other at regular intervals about the subjects referred to in article 16A.18 paragraph 2, and about any plans to change the structure, as described in article 16A.14.

b. The management of the editorial team shall be involved in subjects that directly influence material changes to the editorial format agreed in good consultation.

Article 16A.19 Other use

Other use

1. If an employer wishes to make other use of a journalist's work than for the magazine(s) for which the journalist has been appointed, provided that such other use is not for advertising purposes, the journalist will only be allowed to refuse permission for such further use:

- for reasons of principle, relating to the journalistic character, the nature or the stance of the other form of mass media, or
- if such other use would considerably change or affect the content of their work, or
- if the journalist is not offered reasonable compensation.

Explanation

As regards the notion of “reasonable compensation”, agreements may have been made in this respect in the individual employment contract, e.g. in the description of the media for which the journalist will also work, starting from the assumption that an agreement has been reached between the employer and the journalist. The following and other aspects can be addressed in the meeting about this subject between the employer and the journalist:

- the employer's commercial gain from other use;
- what can be considered as customary in the sector under comparable circumstances.

Urgent situations

2. If the employer offers the journalist reasonable compensation and cannot reasonably know or suspect that the journalist will raise an objection referred to in the first point a of the previous paragraph, the employer will not require the journalist's prior permission in urgent situations.

Benchmark for reasonable compensation

3. Deciding on what is reasonable compensation involves considering what is customary at the company involved, to the extent that this does not differ excessively, in a negative sense, from what is customary at other free local newspaper companies.

**ANNEX 1 TO CHAPTER 16A - JOB STRUCTURE AND JOB CLASSIFICATION SYSTEM
JOURNALISTS WORKING FOR FREE LOCAL NEWSPAPERS
(Article 16A.3 of the collective labour agreement)**

1. The job classification system for Journalists working for Free Local Newspapers is constructed as follows.
 - a. the content of the work (i.e. the job) is usually defined in a job description or job profile by/on behalf of the employer
 - b. it shall match the actual work
 - c. the family of jobs is established on the basis of the job description
 - d. the matrix is filled in after consultations between the employer and the journalist on the basis of the personal job characteristics and non-job characteristics as stated in the system
 - e. the employer places the journalist in a salary scale within the family of jobs that has already been established based on the matrix that has been filled in
 - f. annual job performance interviews will establish whether the journalist still belongs to the same salary scale, or whether extra crosses have been assigned to the journalist in the matrix of job characteristics as a result of which the journalist should be in a higher scale of the family of jobs in question.

This results in individual journalists being able to grow in their own jobs, on the basis of personal growth in job characteristics, as follows:

- in family of jobs I: from salary scale 1 to salary scale 2;
- in family of jobs II: from salary scale 3 to salary scale 4;
- in family of jobs III: from salary scale 5 to salary scale 6.

Growing to another family of jobs, i.e. from I to II and III, is only possible if the job changes.

As stated under f above, the entire system is linked to annual job performance interviews. Current staff will also have job performance interviews when the classification is first introduced. These interviews shall be conducted by the manager appointed by the employer, often the head of the editorial team and/or the editor in chief or the direct hierarchical manager, such as an editorial coordinator.

Families of jobs

2. The following families of jobs are discerned

- **Family of jobs I**
These are jobs where the day-to-day journalistic work of a regularly recurring nature is carried out independently. As a rule, there will be supervision present and/or supervisory staff will be easy to consult, or there are such clear guidelines that the work can be carried out properly.
- **Family of jobs II**
These are jobs where all the journalistic work is carried out fully independently. Responsibility for one or more editions and/or managing, coaching or assisting others who are not hierarchical subordinates (trainees, correspondents, colleagues, work involved in managing a team), or a maximum of two journalists with an employment contract who are hierarchical subordinates will be or may be involved.
- **Family of jobs III**
These are jobs where all the journalistic work is carried out fully independently. There is extensive responsibility for several editions and hierarchical leadership of three or more journalists with an employment contract is involved.

Scales 1 and 2 apply to family of jobs I, scales 3 and 4 apply to family of jobs II and scales 5 and 6 apply to family of jobs III.

Placement in a particular salary scale associated with the family of jobs depends on the score in the matrix.

Five job characteristics

3. The matrix contains five job characteristics: knowledge, experience, responsibility, contacts and creativity.

The degree to which the job characteristics are present is determined by four weighting factors, designated by means of crosses: x, xx, xxx and xxxx. This is explained in more detail under the heading Score.

Three non-job characteristics

4. Besides the five job characteristics, there are also three non-job characteristics:

- flexibility
- informal management
- irregularity.

The degree to which a non-job characteristic is present is determined for every individual characteristic by means of the corresponding description; see these descriptions for further information. Only one score, i.e. one cross, can be attained for each non-job characteristic. They can be applied to every regular job characteristic on the understanding that only one non-job characteristic, i.e. cross, can be applied to any individual job characteristic.

Schematic view

5. The matrix is as follows

	Family of jobs I		Family of jobs II		Family of jobs III	
Scale:	1	2	3	4	5	6
A. Knowledge:	x	xx	xxx	xxx	xxxx	xxxx
B. Experience:	-	x	xx	xxx	xxx	xxxx
C. Responsibility:	x	xx	xx	xx	xxx	xxxx
D. Contacts:	x	x	xx	xxx	xxx	xxxx
E. Creativity:	-	x	xx	xxx	xxxx	xxxx

The weighting factors and/or the crosses marked are absolute values, i.e. classification into a salary scale will only take place if all the weighting factors have been complied with to the required extent and/or the required number of crosses is attained for every weighting factor.

As an exception to this, the non-job characteristics (flexibility, informal management and irregularity) may only be used as weighting factors to complement a lack of crosses required to attain the next higher salary scale of the family of jobs concerned.

They can be applied to any matrix characteristic on the understanding that only one non-job characteristic, i.e. cross, can be applied to any individual characteristic.

Description of job characteristics

6. The job characteristics are

A. Knowledge

Description:

Establishing the level of knowledge required for the journalist to be able to carry out their job as a journalist in accordance with the job description involves establishing the breadth of knowledge, the required prior education at secondary education (Dutch HAVO/VWO) or higher professional education (Dutch HBO) level, on the one hand; and on the other, the depth of knowledge towards specialisation by means of education or specialist professional training courses.

To be able to carry out their job well, the journalist shall at least have taken a study programme at secondary education (Dutch MO) level, as well as a supplementary course/vocational training that guarantees effective job performance at senior secondary vocational education and training (Dutch MBO) level, or have gained knowledge and experience in practice that is at least equivalent to this level.

Score

- x The journalist has completed a study programme at secondary education level, i.e. Dutch HAVO/VWO level, as well as a supplementary course/vocational training that guarantees performance at senior secondary vocational education and training (Dutch MBO) level. An excellent command of Dutch and an aptitude for journalism and/or design is required.

- xx The journalist has completed higher professional education (Dutch HBO) or has gained knowledge and experience in practice that are at least equivalent to this level.
- xxx The journalist has completed higher professional education (Dutch HBO) aimed at journalist jobs or in the professional field in which the journalist works in their job, supplemented by an editorial and/or management course, or has gained knowledge and experience in practice at a demonstrably equivalent level.
- xxxx The journalist has completed a study programme for journalism at higher professional education level (Dutch HBO), supplemented by courses that demonstrably increase the journalist's level, or a completed study programme at university level, aimed at editorial and/or journalist jobs, supplemented by editorial and/or management courses or supplementary courses in the professional field in which the journalist works in their job that demonstrably increase the journalist's level, or has gained knowledge and experience in practice at a demonstrably equivalent level.

B. Experience

Description

Experience is an extension of knowledge: the practical and/or theoretical skills developed in practice that are related to the job characteristics. Effective performance of journalistic jobs demands knowledge and expertise that has matured by experience. A theoretical study programme alone does not suffice. The degree to which the journalist contributes their general experience and specific skills also determines the degree to which a journalist can function fully independently, based on the requirements of their job.

Score

- x The journalist has at least one year of practical experience in journalism, on the basis of which they should be able to properly perform the job in question. This experience may have been gained with a different type of medium.
- xx The journalist has at least three years of practical experience in journalism, on the basis of which the journalist should be able to properly perform the job in question. This experience may have been gained with a different type of medium or field of work than the medium that is the subject of the appraisal; the experience shall include one year of effective experience in the journalist's own specialisation/field of work/type of medium.
- xxx The journalist has at least five years of practical experience in journalism, on the basis of which the journalist should be able to properly perform the job in question. This experience may have been gained with a different type of medium or field of work than the medium that is the subject of the appraisal; the experience shall include two years of effective experience in the journalist's specialisation/field of work/type of medium.
- xxxx The journalist has at least five years of general practical experience in journalism, on the basis of which the journalist should be able to properly perform the job in question. This experience may have been gained with a different type of medium or field of work than the medium that is the subject of the appraisal.
This shall be supplemented by at least two years of effective management experience which shall include mastery of the full operational breadth of the specialist field and shall enable full and proper performance of the job.

C. Responsibility

Description

This concerns the possibilities that the journalist has to act independently as part of their job. The degree to which a journalist is made responsible for the quality and scope of the work to be performed partly depends on the degree to which they are expected to be able to function independently and partly on the risk that inadequate performance will harm the free local newspaper's image.

This independence is determined by various aspects, including management supervision and company rules/agreements.

Score

- x The journalist carries out work under direct supervision and/or following clear guidelines.
- xx There is regular supervision during the work and the journalist has a reasonable degree of job independence. When performing the work, this independence demands that alternative solutions are put forward that are by nature different, but that are within established frameworks, such that they entail a certain degree of assessment.
- xxx The journalist performs their work highly independently. The journalist indicates whether and when management is to be consulted in the meantime. The work performed or the results will only be subject to assessment for tasks that are not covered by the established frameworks. There is a risk that inadequate performance may harm the medium.
- xxxx The journalist performs to a very high degree of independence and, in practice, the results are only appraised in retrospect. The work generally demands solutions that do not require management to be consulted and for which the journalist's inadequate performance may significantly harm the medium.

D. Contacts

Description

Making and maintaining non-hierarchical contacts outside the editorial environment is inherent in journalism. The degree to which this job characteristic determines the journalist's performance depends on the complexity of the subjects, the level of interlocutors, the perspective from which a subject/theme is described/dealt with, the journalist's personal independent attitude as expressed relative to the subject and interlocutors.

Score

- x The journalist only maintains those contacts that result from the regular performance of their job and to which no special requirements are attached.
- xx The journalist makes and maintains contacts that are an essential part of the day-to-day performance of their job. This means daily contacts outside their own editorial team.
- xxx The journalist directly makes and maintains contacts with groups or institutions that are important to the newspaper and that could have a long-term effect on the newspaper and as a result of which, inadequate performance will harm the medium.
- xxxx The journalist independently takes care of maintaining and expanding a structural network of contacts, for example to enable access to be obtained –other than through the official channels –to confidential documents etc., and of maintaining contacts that could have a long-term effect on the newspaper and as a result of which, inadequate performance may considerably harm the medium.

E. Creativity

Description

This concerns the degree to which the journalist creates the possibility of independently developing initiatives of a purely changeable nature in their work, taking into account their own responsibility and matching the interests of the medium. Creativity recognisably happens where any source of inspiration whatsoever leads to new combinations of thinking and acting. Creativity also concerns the degree to which job creativity is required to achieve a quality product that is worth reading, where the journalist independently arrives at effective and creative solutions, such as an original approach to columns and articles/subjects and unlocking hard to access information. Particular aspects here are:

- imagination: the degree to which the journalist makes use of their ability to detach themselves from the current state of affairs and then create alternatives;
- analytical capability: the degree to which the journalist enlists their capability of analysing complex matters and uses this to come up with creative solutions.

Score

- x The journalist operates in circumstances that are regularly almost identical where choices have to be made from a number of possibilities that are more or less known in advance. In fact, there is only a limited possibility of making choices here, with the journalist making standard choices themselves and consulting management in advance on any more complicated choices.
- xx The journalist operates in circumstances that regularly change in a relevant manner and that call for practical choices to be made, with decisions being based on knowledge and experience. This involves new solutions where it is possible to make choices from within the presumed field of knowledge and experience.
- xxx The journalist operates in circumstances that regularly change materially and that call for a solution that can be found through analysis, assessment and explanation. These solutions are new solutions.
- xxxx The journalist operates in a situation that is an accumulation of the above criteria and thus very frequently leads to issues where there is reliance on the opportunity to put forward new long-term solutions, which influence or may influence the policy.

Description of non-job characteristics

7. The following supplements the above provisions.

Some characteristics cannot be classified directly into the job characteristics described, but they are important for the specific performance of the job. Examples of such characteristics are:

F. Flexibility

Description

This concerns the journalist's employability for several types of media. This requires skill on the part of the journalist to understand the form, content and challenge of the message of various types of media, combined with the relevant specialism, and serve them by providing information. This means that the journalist actually performs work for several types of media.

G. Informal management

Description

Project leadership and/or specialist professional leadership, examples of which are mentoring, coaching or managing trainees, correspondents or other editorial staff, or where the "lead or initiative" is taken in a team of at least two colleagues. This does not apply to journalists classified in family of jobs III.

H. Irregularity

Description

Journalists who regularly and/or permanently are expected to work more than two Saturdays or Sundays on average in each four-week period, or journalists who are expected to perform work on more than eight evenings on average in each four-week period. This does not apply to journalists classified in family of jobs III.

Only one cross (x) can be attained for every individual characteristic listed above. These non-job crosses can be added to the regular matrix during the classification or job performance interviews, on the understanding that only one non-job cross can be used for any individual matrix criterion. This means that when deciding whether a journalist should be placed in a scale, having the above non-job characteristics may be decisive if the journalist does not attain sufficient crosses for the regular job characteristics.

8. Cancelled

ANNEX 2 TO CHAPTER 16A - APPRAISAL SYSTEM FOR JOURNALISTS WORKING FOR FREE LOCAL NEWSPAPERS
(Article 16A.4 of the collective labour agreement)

1. See article 16A.4 of the collective labour agreement

2. The purpose of the appraisal system is to come to a fair appraisal, resulting in fair compensation. There shall be no interconnections within a company between compensation resulting from the appraisals on the one hand and between compensation and the company results on the other.

3. A company shall not be under any obligation to introduce an appraisal system.

If the organisation does not or not yet have an appraisal system that complies with the above conditions and pre-conditions, every journalist will get a standard periodic increase every year in accordance with the collective labour agreement, until the maximum of the scale corresponding to the job carried out by the journalist has been reached. The following pre-conditions shall be complied with and/or the following conditions shall be fulfilled for the collective labour agreement to give individual companies sufficient scope to link the level of the periodic increases in the salary system for the job category of Journalists working for Free Local Newspapers to an appraisal of the performance of the journalists in question:

Job description / job profiles

4. The appraisal system will be based on the job descriptions / job profiles that have been established in the context of the salary system for the job category of Journalists working for Free Local Newspapers. If so desired and after consultation in accordance with article 16A.18 of this collective labour agreement, these descriptions / profiles according to Annex 1 to this chapter can be adjusted and/or supplemented in the context of the appraisal system, provided that this is done transparently and in keeping with a “SMART ”(Specific, Measurable, Attainable, Realistic, Time-bound) approach.

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.

The appraisal system shall consist of at least three interviews a year, possibly combined with two moments when the interviews are held.

- 1) Planning interview (this may follow directly on from the job performance interview).
The goals the journalist will have to achieve this year will be set 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) Job performance interview (possibly preceding the planning interview)
This interview serves to determine 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. The performance of the journalist and of the department / organisation is discussed in broad terms during this interview as well, considering the points of view of both parties.
- 3) Appraisal interview
The evaluation of the goals and/or improvements to be achieved is discussed and adopted.

If, during the course of the year, the manager in question starts having doubts and expects that the appraisal might lead to a minimum periodic increase or no increase at all, or if there has been a negative appraisal, an interim progress review meeting will at least be planned to discuss these doubts or the negative appraisal with the journalist in question to make agreements as to how the journalist can positively influence their appraisal. This interview shall be conducted at least three months prior to the appraisal interview.

The results of the interviews referred to above, or agreements made during them, shall be recorded in writing and shall be signed by the journalist in question to confirm their approval or to confirm that they have read them.

Basis for the appraisal

6. The objective appraisal will be performed by the direct manager, based on the job description and on the SMART agreements made during the planning interview. The objectives that will serve as the basis of the appraisal always result from job descriptions that are related to the five job characteristics, as mentioned in Annex 1 to this chapter. If all or a large part of the journalist's work takes place out of sight of the direct manager, the direct manager will ask for information from the functional manager so as to be able to form an opinion about the journalist's performance. The names of any people consulted shall be stated in the final appraisal.

Appraisal and compensation

7. The appraisal system shall make use of the "five-point scale" and it shall be clear which appraisal levels qualify for no increase, a limited increase or more than the standard periodic increase being awarded (see: "applying appraisal levels").

Definitions of 5-point scale:

Excellent	The person involved outperforms all the targets set
Very good	The journalist exceeds the majority of the targets agreed at the beginning of the year.
Good	The journalist has achieved the targets agreed at the beginning of the year.
Mediocre	The journalist has not completely achieved the targets agreed at the beginning of the year.
Insufficient	The journalist has not achieved the targets agreed at the beginning of the year.

Applying appraisal levels:

- Excellent = + 2 periodic increases
- Very good = + 1.5 periodic increases
- Good = + 1 periodic increase
- Mediocre = + 0.5 periodic increase
- Insufficient = 0 periodic increases

A journalist who performs well shall be entitled to be awarded a periodic increase in accordance with the collective labour agreement until the maximum of the scale corresponding to the job performed by the journalist has been reached. If no appraisal has been performed, the journalist shall also be entitled to be awarded a periodic increase in accordance with the collective labour agreement until the maximum of the scale corresponding to the job performed by the journalist has been reached.

The employer can award an additional periodic increase or a bonus to an employee who has reached the maximum of their scale and performs very well or excellently.

If a periodic increase is "frozen" due to an insufficient appraisal result, the periodic increase, or part of it, will still be awarded if the journalist achieves a good or mediocre appraisal result at any time.

A negative appraisal shall be followed up by concrete agreements about an improvement plan. This plan shall enable the journalist to improve the areas where their performance was lacking or insufficient, supported by supplementary education or training if necessary.

If such an improvement programme still fails to lead to a positive appraisal, the manager and the journalist shall make individual agreements as to the consequences of such failure. If this leads to the journalist moving to another job with the employer, the classification that corresponds to that job shall apply to the journalist. If this leads to a lower salary than the salary that applied to the journalist until such time, a phased transition to the lower salary level will be agreed. Employees who have been employed for 20 years or longer and/or employees older than 50 will retain the difference between the old and the new salary as a "retention allowance".

No increases pursuant to the collective labour agreement have to be paid on this allowance. Of course, "demotion" is not possible until the entire appraisal path has been completed and its consequences have taken effect.

The hardship clause can be invoked in other situations.

Maximum of the scale

8. A job performance interview will have to be held with the employees who have reached the maximum of their scale to establish the following:

- whether the job actually performed by the journalist still matches the job description on which the classification of the job into the job classification system is based. If this is not the case, the correct job description shall be established and then classified;
- whether the journalist is considered to be potentially able to perform a job with more responsibility than that performed so far. If this is the case, the possibilities available or not available in this respect within the context of the editorial team and what this means for the career and the salary developments of the person involved shall also be considered as part of the consultations.

Embedding the appraisal system in the organisation

9. The following is required to embed the appraisal system in the organisation:

- The appraisal system shall be recorded in writing.
- In accordance with the Dutch Works Councils Act, the Works Council involved shall give its consent to the appraisal system.
- When dealing with the application for consent, the Works Council involved shall coordinate with a representative of the editorial board of the free local newspaper's editorial team involved (in accordance with article 16A.18 paragraph 2 of the collective labour agreement) before making any final statements.
- The employer shall discuss the proposed appraisal system in the editorial meeting (in accordance with article 16A.18 paragraph 2 of the collective labour agreement).

The application for consent shall at least contain:

- The appraisal system to be assessed
- The applicable procedures
- The applicable procedure for lodging objections and appeals.
- A report on the principal findings of the appraisals will be presented to the editorial meeting once a year. Agreements about the contents and the format of the report will have to be made with the editorial meeting in advance. The report shall at least be objective and anonymised (see also the item "Evaluation" later in this annex).

Objections

10. A procedure for lodging objections to appraisals shall be drawn up within the company because journalists have the right to have any objections dealt with carefully.

A. Objection to the actual appraisal

Employees shall initially discuss any such objections with their direct managers. If this does not lead to agreement, objections can be raised with the manager with final responsibility in the editorial team.

If the employee who lodged an objection to an appraisal finds that the objection has not been handled in a satisfactory manner, they may appeal to the internal complaints committee.

Note: lodging an appeal on the content of the appraisal is never possible. Only the substantiation of the appraisal can be the subject of an appeal.

B. Objection to the procedure followed in respect of the journalist involved

If there is a dispute as to the procedure followed, the journalist can turn to an internal complaints committee.

1. A journalist who does not agree to the procedure followed shall consult their direct manager about this. This consultation may serve to remove any objections raised.
2. If the journalist continues to object, there will be consultations between the journalist, possibly their manager and the manager who is highest in rank.
3. If the journalist maintains the opinion that the procedure has not been followed correctly in their case, they may lodge an appeal with the internal complaints committee. After a hearing and possibly a further examination, this internal complaints committee will present its compelling advice to the employer/editor-in-chief.

12. *Cancelled.*

Hardship clause

13. The appraisal system shall include a hardship clause that can be invoked by individual journalists who think that their negative appraisal is a direct consequence of their private circumstances. The hardship clause may lead to a periodical increase not being withheld, or not being withheld completely, or only being withheld for a certain period.

An appeal to the hardship clause can be lodged with the VHU (Vereniging van Huis-aan-huisbladuitgevers - Free Local Newspaper Publishers Association), group association that is part of the Nederlands Uitgeversverbond (Dutch Publishers Association).

Pre-conditions for implementing and/or changing the appraisal system

14. All the persons involved shall be sufficiently trained and/or informed before implementing the appraisal system.

A good-quality implementation plan shall therefore be drawn up that pays attention to such aspects as:

- providing information to and communicating with the individual journalists;
- deadlines/transition measures;
- necessary education and training of managers and HR, preferably by an external agency.

Evaluation

15. An evaluation must take place at least once a year during the editorial meeting (article 16A.18 paragraph 2) that the appraisal procedure has been set up and appraisal instruments have been designed such that they enable optimum use within the specific editorial team/organisation.

Even if the system works well and has become fully embedded in the business operations, it shall be determined whether any major changes to the editorial team/ organisation have consequences for the design and application of the system. The parties to the collective labour agreement shall supervise the proper application of the appraisal and compensation system as described in this annex.

Sample procedure

16. An example of / model for an internal objections procedure is given below

1. A journalist can object within four weeks of the appraisal being published. If an explanatory meeting is to take place first, the term of four weeks will start on the date of the last explanatory meeting.
2. A journalist can file an objection by stating their objections to the employer / editor-in-chief in writing, supported by substantiation.
3. The employer / editor-in-chief will submit the objection to the internal complaints committee for its advice within two weeks of receiving the objection.
4. The internal complaints committee only deals with notices of objection for which it has established that all possibilities for meeting the objections other than by filing a notice of objection (such other possibilities shall at least include a discussion with the manager, the P&O / HR representative and / or possibly the employer / editor-in-chief) have been exhausted.

Tasks of the internal complaints committee

1. The internal complaints committee's task is to deal with the objections that employees lodge with it by assessing the accuracy of the procedure of describing, analysing, assessing and appraising.
2. In order to be able to deal with an objection, the members of the committee will be provided with all the documents that may be important to enable them to form a judgement. The committee will issue compelling advice on whether the procedure, or part of it, should be repeated.
3. The internal complaints committee advises the employer / editor-in-chief in writing about whether the objection is justified, within two weeks of the hearing. The complaints committee will substantiate its advice in writing. The journalist concerned will receive a copy of the advice.
4. Upon receiving the advice, the employer / editor-in-chief will make a decision and will communicate this decision in writing, stating reasons, to the journalist involved and the Chair of the internal complaints committee within two weeks of receiving the advice.
5. In exceptional cases, the periods referred to in points 3 and 4 above may be extended, but the total period of dealing with a notice of objection shall never be longer than eight weeks.

Working method of the internal complaints committee

1. Before adopting any advice as to whether objections are justified, the internal complaints committee invites the journalist(s) involved to a hearing. Journalists may be assisted by third parties.
2. The committee can also call any people who it thinks may be conducive to a proper judgement.

3. The internal complaints committee can decide not to hear any parties if the interested parties have stated that they do not wish to use their right to be heard.
4. If the committee deems this necessary, it may recommend further action or initiate a further examination before issuing its final advice.
5. Facts and circumstances that the committee knows, or ought to suspect to be confidential, shall be treated as such.
6. The meetings of the internal complaints committee are held behind closed doors.

Composition of the internal complaints committee

1. The internal complaints committee shall consist of three members and three deputy members. One member, and deputy member, shall be appointed by the employer / editor-in-chief and one member, and deputy member, by the editorial meeting). The members shall jointly appoint / approach the third member, i.e. a Chair and a deputy Chair.
2. The committee may decide to appoint a Secretary; this Secretary 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 an objection and that this would frustrate the forming of an impartial judgement, a deputy member of the committee will take the relevant member's place.
4. The composition of the internal complaints committee will not change until one of the parties appointing the members of the committee indicates that it wishes the composition to be changed, or if one of the appointed members steps down from the committee. The composition of the internal complaints committee will not change during the course of an internal complaints procedure.

Cost of the internal complaints committee

The cost of the internal complaints committee will be shared by the employer and the employee. The employee will pay any costs incurred in the context of the internal objection they have filed, for example through consulting internal or external experts.

Final provision on internal complaints procedure

The committee will take a unanimous decision on any situations not provided for in this internal procedure or which require deviation from this procedure.

17 Reserved

IV AGREEMENTS AT INDUSTRY LEVEL

18 ADMINISTRATION OF, SUPERVISION OF AND COMPLIANCE WITH THE COLLECTIVE LABOUR AGREEMENT

Article 18.1 Stichting Bedrijfstakbureau foundation

Bedrijfstakbureau

1. There is a foundation, called Stichting Bedrijfstakbureau voor het Uitgeverijbedrijf (Stichting Bedrijfstakbureau; www.uitgeverijbedrijf.nl). The goal of the foundation is to administer agreements, resulting from the collective labour agreement or entered into at industry level in the Publishing Industry sector, on the instructions of the parties to the collective labour agreement and/or by or on behalf of funds and/or foundations in the field of social policy in the widest sense, established by or on behalf of parties to the collective labour agreement.

Contribution

2a. With effect from 01 January 2015, employers shall owe the Foundation a contribution, calculated on the basis of the uncapped wage for purposes of national insurance in the preceding year

- received by employees in the job category of Book and Magazine Publishing: 0.05%
- received by employees in the job category of Newspaper Publishing: 0.05%
- received by employees in the job category of Newspaper Journalists: 0.05%
- received by employees in the job categories of General Interest Magazine Journalists and Opinion Weekly Journalists: 0.025%
- received by employees in the job category of Trade Magazine Journalists: 0.025%

The Nederlands Uitgeversverbond (Dutch Publishers Association) collects this employer's contribution on behalf of the Foundation.

b. With effect from 1 January 2016, employers shall owe the Foundation an annual contribution, calculated on the basis of the uncapped wage for purposes of national insurance in the preceding year

- received by employees in the job category of Book and Magazine Publishing Industry: 0.06%
- received by employees in the job category of Newspaper Publishing: 0.06%
- received by employees in the job category of Newspaper journalists: 0.06%
- received by employees in the job categories of General Interest Magazine Journalists and Opinion Weekly Journalists: 0.035%
- received by employees in the job category of Trade Magazine Journalists: 0.035%

- received by employees in the job category of Journalists working for Free Local Newspapers: 0.06%.
The Nederlands Uitgeversverbond (Dutch Publishers Association) collects this employer's contribution on behalf of the Foundation.

Article 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, hereinafter: the committee, whose tasks and authorities have been recorded in the provisions below.

The committee shall act under the name of Administration Board (hereinafter: the Board) when exercising its tasks and authorities in respect of employees whose job has been classified into one of the job categories for journalists in this collective labour agreement.

Exemption

2. The Committee / Board shall be authorised to allow deviations and exemptions from provisions of this collective labour agreement and agreements made in local consultation in isolated and special cases, possibly subject to specific conditions, and possibly for a term to be specified for every individual case.

Interpretation

3. If so required, the Committee / Board shall give an explanation of the provisions of this collective labour agreement.

Disputes as regards application of the collective labour agreement and local agreements based on the collective labour agreement

4. The Committee / Board shall be authorised to give its binding opinion regarding disputes resulting from complaints about any provision of this collective labour agreement not being complied with at all or not being complied with completely, or an agreement based on the collective labour agreement that has been made in local consultation not being complied with at all or not being complied with completely.

The Committee / Board shall not be authorised to deal with

- a.** disputes as to how to qualify an employment relationship,
- b.** disputes as to termination of the employment contract,
- c.** disputes as to the establishment of reimbursement or other payments and
- d.** disputes as regards the implementation of collective labour agreement funds.

Assessment of scope

5. If requested, the Committee / Board shall give advice to the parties to this collective labour agreement in response to the question of whether a company is covered by the scope provisions of this collective labour agreement.

Other cases

6. The Committee / Board shall have the authority to advise the parties to the collective labour agreement when requested in all events not provided for by this collective labour agreement.

Regulations

7. The composition and working method of the Committee / Board have been developed into regulations (Annex 3 to this collective labour agreement).

19 TRADE UNION FACILITIES AND EMPLOYER'S SHARE

Article 19.1 Employer and trade association

Contacts between employer and trade association

1. Contacts between the employer and a trade association that is a party to this collective labour agreement shall take place through the - possibly remunerated - board members and Secretaries of the trade association, possibly accompanied by unpaid trade union representatives.

Access to the company

2. For the purpose of their being able to be in contact with their members, possibly remunerated board members and Secretaries of the trade association shall have access to the company. Agreements about such contacts shall be made with the employer in advance, or they shall be reported in advance.

Obligation to provide information in the event of an individual organisational set-up within the company

3. If, in addition, the trade association has established a formal organisational set-up for its activities in the company, with its own tasks and authorities within and under the responsibility of the trade association, it will inform the employer accordingly in good time and it will then also communicate the composition of this body.

Article 19.2 Representatives of the trade association

Representatives of the trade association

1. Representatives of the trade association are members registered by the trade association as such or their designated deputies.

No negative consequences for employees

2. Trade association representatives shall not experience any negative effect on their financial and social positions as employees from their acting as trade association representatives.

No dismissal due to being a representative of the trade association

3. A representative of a trade association shall not be dismissed if they would not be dismissed either if they were not a representative of the trade association.

Article 19.3 Facilities

Facilities

The employer shall make the following facilities available for communication between the members of the trade association in the company on the one hand and between the - possibly remunerated - board members and Secretaries on the other hand.

- a. communicating the names of representatives or contacts of the trade association;
- b. announcing meetings of the trade association;
- c. publishing concise reports of the meetings referred to under b;
- d. nominating candidates for the 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.

Article 19.4 Trade association meetings

Absence on full pay

At the request of the trade association of which an employee is a member, the employer shall allow the employee to be absent on full pay, to the extent that, according to the employer, the business circumstances allow this in the following events, if and to the extent that the salary that would otherwise be lost by the

employee is not reimbursed by the trade associations in question:

- a. participating in meetings organised by the trade association as a representative of the trade association;
- b. participating in an educational or training meeting organised by the trade association.

The employee shall submit the request for leave for one of the activities referred to under a. and b. of this paragraph to the employer in writing and in good time.

Article 19.5 Absence due to trade union activities

Retention of holiday entitlements in the event of trade union activities

1. An employee who is a representative of the trade association shall retain their holiday entitlement for the time during which they fail to perform the work stipulated, regardless of whether there is any entitlement to salary, if, with the employer's permission, they participate in a meeting organised by a trade association of which they are a member.

Paid leave when attending an educational/training meeting

2. Employees who are members of an employees' association that is involved in this collective labour agreement may qualify for paid leave for attending an educational/training meeting of such association; in this regard the employee in question shall be entitled to a maximum of one day's paid leave (as scheduled) per calendar year.

No obligation to pay salary in the event of permitted trade union activities

3. If an employee so requests, they will be allowed to be absent from their work in order to fill a position in the trade association, provided that, according to the employer, the company circumstances allow this. The employer will then not be under any obligation to pay wages for the lost working time.

4. The employee will be allowed to take unpaid leave in order to take part in a training course organised by the trade association provided that the regular course of work in the company permits this.

Carrying out tasks for local consultation

5. The employer shall enable any trade union representatives who are involved in local consultations or in the preparations for local consultations to carry out their tasks as regards the local consultations.

Article 19.6 Employer's share

Contribution and collection

1. The employer shall pay an annual amount for the employee associations involved with the collective labour agreement during the term of the collective labour agreement.

The contribution shall be calculated on the basis of the uncapped wage for purposes of national insurance in the preceding year

- received by employees in the job category of Book and Magazine Publishing: 0.0833%
- received by employees in the job category of Newspaper Publishing: 0.09%
- received by employees in the job category of Newspaper journalists: 0.04%
- received by employees in the job categories of General Interest Magazine Journalists and Opinion Weekly Journalists: 0.05%
- received by employees in the job category of Trade Magazine Journalists: 0.05%
- received by employees in the job category of Journalists working for Free Local Newspapers: 0.04%.

The Nederlands Uitgeversverbond (Dutch Publishers Association) collects this employer's share from the employer.

Goals

2. These funds raised by the employers shall be made available by the Dutch Publishers Association to the employee associations involved in the collective labour agreement to be spent on the following activities:

- a. Promoting specialist study and information provision.
- b. Promoting the 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 bodies in which collaboration in the interests of the industry is expressed, educational institutions and other bodies.
- d. Funding, in whole or in part, activities of employees resulting from the opportunities for consultation at company level contained in the collective labour agreement, such as concluding redundancy schemes for the purpose of reorganisations at companies in the publishing industry.
- e. Promoting the protection of health and safety and of good working conditions in the Publishing Industry.
- f. 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, health and safety, national insurance (including prevention, reintegration, employment projects). This also includes providing information, such as through brochures, publications, meetings, help desks and the internet.
- g. Remunerations to unpaid staff, officially appointed by the trade association, who perform tasks pursuant to the articles of association or the regulations of the trade association.
- h. International trade union activities.

Spending

3. The employee associations have undertaken to spend the funds on the purposes for which the funds have been asked and to refrain from using funds saved from the proceeds of the contributions for repayments or contributions, and to refrain from using such funds for directly benefiting trade union members in any form whatsoever or for making any payments or reserves whose goal conflicts with the philosophy of good collaboration between employers and employees.

Transfer and settlement

4. The Nederlands Uitgeversverbond (Dutch Publishers Association) shall transfer the collected contributions to the joint employee associations.

Article 19.7 Payment / transfer of trade union membership fees

Payment of trade union membership fees through the Dutch work-related expense scheme (WKR)

If members of any trade associations involved in this collective labour agreement submit a written request to their employers for making use of the scope for tax relief pursuant to the Dutch work-related expense scheme (WKR) by mid-February of any calendar year, their employers shall ensure that these members can also make use of such scope for tax relief in that calendar year for paying their trade union membership fees by designating the trade union membership fees as a final levy, up to a maximum of EUR 360.

V PROVISIONS ACCORDING TO PROTOCOL

1 GENERAL

P1.1 Traineeship policy

Traineeships

1. Employers shall make trainee posts available for study programmes focussing on positions in the industry.

Trainee allowances

2. If trainee posts have been created in the company, the following trainee allowances shall apply as a minimum:

- for trainees at preparatory secondary vocational education level: €250 gross per month.
- for trainees at senior secondary vocational education level: €300 gross per month.
- for trainees at higher professional education or university level: €350 gross per month.

The trainee allowance shall be complemented by travel allowance as is usual in the company.

P1.2 Facilitating informal care

As a follow-up to the agreement that employers are advised to take responsibility as regards requests for working from home and/or adjusting working hours of employees with informal care tasks, the Stichting Bedrijfstakbureau foundation will prepare a project proposal that will also take into consideration what the Stichting Werk en Mantelzorg foundation (Foundation for Work and Informal Care) can do for companies. The proposal will be presented before 1 January 2017.

P1.3 Agreements on outsourcing work (freelancers)

With a view to developments in society, more specifically the increase in the number of temporary contracts, flex workers and self-employed individuals, the parties to the collective labour agreement will ask the Stichting Bedrijfstakbureau foundation for advice on how the industry and/or the companies will operate in this regard. The study will be completed before 1 January 2017.

2. REGARDING THE BASIC PROVISIONS

P2.1 Pension

Employers' and employees' proposals regarding the new pension section in the collective labour agreement will be discussed separately by a negotiating delegation.

The employers aim to make their proposal available for discussion on 1 September 2015.

The envisaged date of inception of the new pension agreements is 1 January 2016. Until the moment when the new pension agreements are introduced, the pension agreements pursuant to the collective labour agreements applicable to the companies shall remain in full force, provided that these pension agreements do not conflict with legislation.

P2.2 3rd year of unemployment

The developments regarding the 3rd year of unemployment pursuant to the advice of the Social and Economic Council of the Netherlands (SER) of 20 January 2015 are monitored by the Stichting Bedrijfstakbureau foundation. If necessary, the foundation will develop proposals which will then be submitted for discussion by the parties to the collective labour agreement.

P2.3 Continuing to work after reaching the age where one becomes entitled to old age pension

A joint committee will screen the collective labour agreement for any impediments to continuing to work after reaching the age where one becomes entitled to old age pension, partly in connection with upcoming legislation in this regard. The committee will report before 1 January 2017.

P2.4 Basic budget of the à la carte budget

The amount of the budget of the à la carte budget forms part of the 2017 collective labour agreement negotiations.

P2.5 Transfer of trade union contribution in relation to the Dutch work-related expense scheme in 2015

Agreements made within companies for the year 2015 in derogation of the provisions of article 19.7 shall be respected.

P2.6

Cancelled with effect from 1 January 2016

3. REGARDING THE JOB CATEGORY-SPECIFIC PROVISIONS

P3.1 Investigation into the market conformity of the salary structure for the BTU job category

The Stichting Bedrijfstakbureau foundation will conduct an investigation in 2015 (or have an investigation carried out) on the instructions of the parties to the collective labour agreement into the market conformity of the salary structure for the Book and Magazine Publishing Industry (article 11.3 of the collective labour agreement). The study will be completed before 01 January 2016.

P3.2 Investigations into seniors' days for BTU/DJ/PUOP/VAK and service years' days for DU

A joint study committee will study the seniors' days (age-related days off; additional holidays) from the collective labour agreements for BTU, DJ, PU, OP and VAK as well as the service years' days off from the collective labour agreement for DU. For the time being, these days will be maintained in the relevant job category-specific provisions in the collective labour agreement. The committee will report before 1 January 2017.

P3.3 Investigation into a greater number of holidays for newspaper, general interest magazine and opinion weekly journalists

A joint study committee will study the provisions in the collective labour agreements for DJ, PU and OP for a greater number of holidays than in the collective labour agreement for the Publishing Industry. The greater number of holidays will be maintained in the relevant job category-specific provisions until other agreements are made. The committee will report before 1 January 2017.

P3.4 Investigation into Placement to a lower position for DJ

A joint committee is studying the possible application of article 4.6 of the collective labour agreement (Placement to a lower position) to the job category of Newspaper Journalists as well. The committee will report before 1 January 2017.

P3.5 Scheme covering dismissal in the event of a change in structure for DJ and PUOP

A joint committee will study the material supplementary agreement from the Scheme covering dismissal in the event of a change in structure in the job category-specific provisions for DJ and PUOP. The position of Trade Magazine Journalists will also be examined as part of this study. The committee will report before 1 January 2017.

P3.6 Investigation into an alternative for the Reduction of working hours scheme for older General Interest Magazine and Opinion Weekly Journalists

A joint committee will study an alternative for the Reduction of working hours scheme (article 19 of the collective labour agreement for PUOP) in conjunction with the study into age-related days off for General Interest Magazine and Opinion Weekly Journalists (PUOP). The committee will report before 1 January 2017.

P3.7 Investigation into adjusting the job classification system

A joint committee will consult on the proposals previously made regarding the job classification system including the matrix and will propose adjustments if necessary. The conclusions and recommendations will be presented to the parties by 1 November 2016 at the latest.

P3.8 Fund for the Continuing Education of Journalists working for Free Local Newspapers

The balance of the fund for the Continuing Education of Journalists working for Free Local Newspapers is used for activities that promote the journalistic quality of journalists working for Free Local Newspapers. This balance is managed by the Bedrijfstakbureau.

P3.9 Investigation into a transitional regime for the Reduction of working hours scheme for Free Local Newspapers

A joint committee will conduct an investigation into a new scheme, including transitional provisions, for the Reduction of working hours scheme for older Journalists working for Free Local Newspapers in article 16A.11. The committee will report no later than on 1 September 2016. If the committee fails to present a proposal, the scheme in article 16A.11 (Reduction of working hours scheme for older Journalists working for Free Local Newspapers) will be cancelled with effect from 1 January 2017 for any journalists who turn 58 after 1 January 2017.

VI ANNEXES

ANNEX 1 CONSULTATIONS AT COMPANY LEVEL: LOCAL CONSULTATION (Article 1.1(3) and article 1.4 under i, j and k of the collective labour agreement)

The following topics in this collective labour agreement can be derogated from in consultations at company level.

- A In local consultations with the employee representatives in the company, based on the right of consent**
- 4.4 Making agreements on awarding variable salaries
 - 4.5 Making agreements on salaries for sales jobs
 - 4.7 paragraph 2 Establishing another annual moment for appraisal and awarding a pay rise
 - 4.9 paragraph 6 Offering the possibility of having overtime compensation paid through the à la carte budget
 - 5.1 paragraph 2 Establishing the daily working hours in the company
 - 5.1 paragraph 4 Establishing work schedules in the company due to flexible/variable working hours
 - 5.2 paragraph 1 Making agreements about the flexible implementation of working hours for the purposes of Flexible Working
 - 5.2 paragraph 3 The possibility of compensation for additional activities that are performed on the employer's instruction, besides the agreements for the purposes of Flexible Working
 - 5.4 paragraph 3 Option to add additional leave to the à la carte budget
 - 5.4 paragraph 4 Establishing a deviating maximum of additional holiday hours to be bought from the à la carte budget
 - 5.8 paragraph 4 Establishing further rules on taking holiday hours
 - 5.8 paragraph 5 Designating two statutory holidays as obligatory holidays
 - 6.2 paragraph 2 Adding three compensation days to the à la carte budget
 - 6.2 paragraph 4 Determining other components that are taken into consideration for the à la carte budget
 - 6.5 paragraph 2 Agreements on whether specific components of the à la carte budget are pensionable components
 - 7.1 paragraph 4 Agreements about the facilities as regards the employability of employees
- B In local consultations with the trade associations involved in the collective labour agreement, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives**
- 1.4 under o Establishing the reference period to determine when time worked is considered as overtime in the event of full-time employment
 - 1.4 under p Establishing the reference period to determine when time worked is considered as overtime in the event of part-time employment
 - 4.6 paragraph 3 Establishing the phasing-out period of the personal supplement after a change in jobs
 - 4.8 paragraph 2 Establishing another allowance percentage for the working hours allowance
 - 4.8 paragraph 3 Establishing phasing-out agreements after the working hours allowance is cancelled
 - 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 hours as time or as money
 - 4.9 paragraph 5 Offering lower salary scales the option of compensation of overtime hours as time or as money and a working hours allowance
 - 5.1 paragraph 3 Possibility to agree variable working hours and/or deviating working hours for certain jobs
 - 6.2 paragraph 3 Establishing a different accrual of the monthly à la carte budget
 - 6.3 paragraph 3 Enabling trade union membership fees to be paid via the à la carte budget in relation to the Dutch work-related expense scheme
 - 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 local consultations as regards journalistic topics

1.4 under j consultations between the publisher and the employee representation bodies of the publication(s) that have been established on the basis of Part II Journalism or the editorial statute, i.e. the Editorial Board, Editorial Committee of Editorial Representatives.

D Topics of consultations with the NVJ

10A.9 paragraphs 1 to 3 Change to the structure

E In individual consultations

5.1 paragraph 5 Making agreements about individual working hours according to a schedule or about flexible planning of working hours

5.8 paragraph 2 Establishing when holidays will be taken, based on the individual work schedule

ANNEX 2 FLEXIBLE IMPLEMENTATION OF WORKING HOURS (Flexible Working) (Article 5.2 of the collective labour agreement)

1. Definition

The most common definition of Flexible Working (FW) is 'working independent of time and place'.

Flexible Working (FW) represents 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 FW are logging into the company network from home, making working hours flexible and having meetings over the telephone.

This means that FW 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 FW in article 5.2.

2. Application of Flexible Working

General

FW 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 being able to work independent of time and place. FW 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

Working independent of time and place has major consequences for management styles, collaboration between employees and for all kinds of working agreements in the company. Constructive labour relations and trust between managers and employees and between individual employees are important pre-conditions for being able to move over to FW.

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 place-independent working.

If the workstation needs adjusting, that is the employer's responsibility. The employer is also under the obligation to specifically include FW 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

FW does not relieve the employer from this duty of care. Where employees work independent of place, 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.

Change in occupational health and safety rules for FW

Since 1 July 2012, there have been less strict occupational health and safety rules for employees who work independent of place. The Dutch Working Conditions Decree (*Arbobesluit*) features a wider definition of the notion of *working from home* as a result of which place-independent working in other locations than a person's home (e.g. in an internet cafe 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 FW, 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 combination with FW

In FW, 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 FW. 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 work independent of time and/or place. 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 FW, 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 REGULATIONS FOR THE SUPERVISION AND COMPLIANCE COMMITTEE / ADMINISTRATION BOARD
(Article 18.2 of this collective labour agreement)

Article 1 Composition and organisation

Scope

1. The Committee / Board shall consist of the same number of employee members as the number of trade associations 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 2 to 6 of the collective labour agreement shall be brought before 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 treatment 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.

The Committee / Board shall be convened as soon as possible to deal 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.

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 Resolutions

Amicable settlement and/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 have the same authority that a resolution taken by the Committee / Board as binding advice 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 is binding on the parties.

Opportunity to hear the parties

2. The Committee / Board shall 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 Bedrijfstakbureau voor het Uitgeverijbedrijf.

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 **A. REGULATIONS OF STICHTING ARBEIDSONGESCHIKTHEIDSVORZIENING UITGEVERIJBEDRIJF (FOUNDATION FOR THE DISABILITY PENSION SCHEME FOR THE PUBLISHING INDUSTRY) WITH EFFECT FROM 1 January 2016**
(Article 8.3 of the collective labour agreement)

Terms and definitions

Article 1

The following terms as used in these regulations shall 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.

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 incapacitated for work.

- Capped annual wage: the annual wage capped at the WIA income threshold
- Non-capped 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 (Ability to Work) Act (WIA)

j. Dutch Work and Income (Ability to Work) Act (WIA): the Dutch Work and Income (Ability to 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 (Ability to 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.

Disability Pension Scheme

l. Occupational disability: Occupational disability within the meaning of the Dutch Occupational Disability Insurance Act (WAO)/Dutch Work and Income (Ability to Work) Act (WIA), as established by UWV.

UWV

m. UWV : The Dutch Employee Insurance Agency.

Insurance company

n. Insurance company: Achmea Schadeverzekeringen N.V. operating under the name of Centraal Beheer, having its registered seat in Apeldoorn, the Netherlands.

Insurance conditions

o. General Conditions for WIA Insurance policies and Special Conditions for WIA Insurance policies to the extent that there is occupational disability and that this came into being on or after 1 January 2011.

Sickness Benefits Act (ZW)

p. Sickness Benefits Act (ZW): The Dutch Sickness Benefits Act.

Entitlement to occupational disability benefit

Article 2

1. The insurance conditions which form part of the insurance agreement shall apply in order to implement the occupational disability insurance policies that the Foundation has taken out with the insurance company. The insurance conditions are available for inspection at the employer. 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 payment

Article 3

Benefit that is already being paid as well as benefit to which a conditional right has come into being will be index-linked 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

Participant'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.

Payment to the insurance company

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. If the employer fails to pay the contributions within set periods, the insurance company will be authorised to

charge the employer the following:

- the statutory interest rate on the amount owed, from the date when the amount should have been paid;
- compensation for extrajudicial cash collection costs, without prejudice to the other costs of proceedings according to the law.

3. 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.

4. 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 8

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 9

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 10

These regulations took effect on 1 January 2016

B. REGULATIONS OF STICHTING ARBEIDSONGESCHIKTHEIDSVORZIENING BOEKEN- EN TIJDSCHRIFTUITGEVERIJBEDRIJF (FOUNDATION FOR THE DISABILITY PENSION SCHEME FOR THE BOOK AND MAGAZINE PUBLISHING INDUSTRY) 1 January 2006 to 31 December 2015
(Articles 11.5, 14.8 and 15.5 of the collective labour agreement)

Terms and definitions

Article 1

The following terms as used in these regulations shall have the definitions provided here

Foundation

a. Foundation: Stichting Arbeidsongeschiktheidsvoorziening Boeken- en Tijdschriftuitgeverijbedrijf (Foundation for the Disability Pension Scheme for the Book and Magazine Publishing Industry), having its registered seat in Amsterdam, the Netherlands.

Board

b. Board: the board of the Foundation.

Book and Magazine Publishing

c. Book and Magazine Publishing: 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 the former companies.

Employer

d. Employer: any employer in the Book and Magazine 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 managing directors, deputy managing directors, managing directors/editors-in-chief and editors-in-chief were collectively registered as such with the Foundation by the employer before 1 July 1993.

Insured person

f. Insured person: the participant.

Annual income

g. Annual income: the gross annual income established for any individual employee that the employee earns if there is no occupational disability at all, comprised of the fixed wage components. Reference is made to Section 16 of the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*) in order to determine which wage components form part of the annual income; this annual income is capped at the income for national insurance purposes.

Collective labour agreement

h. Collective labour agreement: the collective labour agreement for

- Book and Magazine Publishing and/or
- General Interest Magazine Journalists and/or- Opinion Weekly Journalists and/or
- Trade Magazine Journalists.

NOTE. In accordance with article 1.3 paragraph 1 of the collective labour agreement, these collective labour agreements were succeeded by the Collective Labour Agreement for the Publishing Industry with effect from 1 July 2015

Articles of association

i. Articles of association: the articles of association of the Foundation.

Occupational Disability Insurance Act (WAO)/ Dutch Work and Income (Ability to Work) Act (WIA)

j. Occupational Disability Insurance Act (WAO): the Dutch Occupational Disability Insurance Act as applicable since 1 August 1993.

Dutch Work and Income (Ability to Work) Act (WIA): the Dutch Work and Income (Ability to Work) Act as applicable since 29 December 2005.

WIA income threshold

k.

WIA income threshold: The maximum daily wage as applicable on 1 January of the calendar year for the application of the Dutch Work and Income (Ability to Work) Act (WIA) and 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

l. Occupational disability: Occupational disability within the meaning of the Dutch Occupational Disability Insurance Act (WAO)/Dutch Work and Income (Ability to Work) Act (WIA), as established by UWV.

UWV

m. UWV: The Dutch Employee Insurance Agency.

Insurance company

n. Insurance company: Achmea Schadeverzekeringen N.V. operating under the name of Centraal Beheer, having its registered seat in Apeldoorn, the Netherlands.

Insurance conditions

o. Insurance conditions: WAO insurance conditions: the WAO-Zekerheidsplan insurance conditions and the supplementary conditions in connection with the application of the Dutch Pensions and Savings Funds Act (B-scheme, non-life insurance) of the insurance company to the extent that there is occupational disability and this came into being before 1 January 2004. General Conditions for WIA Insurance policies and Special Conditions for WIA Insurance policies to the extent that there is occupational disability and this came into being on or after 1 January 2011.

Sickness Benefits Act (ZW)

p. Sickness Benefits Act (ZW): The Dutch Sickness Benefits Act.

Entitlement to occupational disability benefit and the amount

Article 2

1. In order to implement the scheme described in these regulations, the Foundation has taken out occupational disability insurance policies with the insurance company in accordance with the provisions of the articles of association. The regulations are governed by the insurance conditions which form part of the insurance agreement. The insurance conditions are available for inspection at the employer. In the event of occupational disability, the insured person will become entitled to occupational disability benefit in accordance with the provisions of these regulations.

2. If the occupational disability came into being before 1 January 2004, every insured person who becomes fully occupationally disabled is insured until they reach the age of 65 (age at expiry) for benefit in the event of occupational disability, the amount of which shall be equal to the difference between benefit for loss of wages and follow-up benefit pursuant to the Occupational Disability Insurance Act (WAO) based on the daily wage as established by UWV. If the insured person is not entitled to benefit for loss of wages, benefit in the event of occupational disability is insured as if the insured person was entitled to benefit for loss of wages. The difference is established on the same day as the date when the occupational disability benefit pursuant to the Occupational Disability Insurance Act (WAO) takes effect for the insured person. The table referred to in article 8 of the WAO insurance conditions shall apply in the event of partial occupational disability.

3. The following applies to employees or former employees who fell ill on or after 1 January 2004 but before 1 January 2011 and then became entitled to the WGA scheme: a supplement to WGA follow-up benefit shall be paid to employees who have reached the maximum period of continued payment of wages in the event of sickness (104 weeks) and do not, or no longer, qualify for the employer's supplementary payment according to article 8.1 of the collective labour agreement.

The amount of the supplement is the difference between the wage supplement and follow-up benefit (also called 'WGA benefit shortfall'). The entitlement to the supplement lasts for as long there is a right to WGA follow-up benefit.

4. The following applies to employees or former employees who fell ill on or after 1 January 2011 and then became entitled to the WGA scheme:

- An employee who receives WGA wage-related benefit will receive a supplement up to 5% of their gross salary, capped at their annual income.
- An employee who receives a WGA wage supplement will receive a supplement up to 75% of their annual income. This supplement will last for a maximum of ten years from the date when the supplement was first paid. The period of ten years includes the WGA wage-related period.
- An employee who receives WGA follow-up benefit will receive a supplement up to 70% of their annual income. This supplement will last for a maximum of ten years from the date when the supplement was first paid. The period of ten years includes the WGA wage-related period.
- An employee who receives WGA follow-up benefit after the period of ten years referred to above will receive a supplement equal to the difference between the WGA wage supplement and WGA follow-up benefit (WGA shortfall). The participant is entitled to the supplement(s) for as long as they are entitled to statutory benefit pursuant to the WGA. If the WGA benefits are adjusted as a consequence of the existing occupational disability improving or worsening, the supplement will also be adjusted accordingly. The amount of the supplement is the difference between the wage supplement and follow-up benefit (also called 'WGA benefit shortfall'). The entitlement to the supplement lasts for as long there is a right to WGA follow-up benefit.

5. Participants employed by the companies which qualify as employers within the meaning of these regulations on a later date than the date of inception of this scheme can only claim occupational disability benefit as a consequence of occupational disability that occurred after this later date.

Indexation of payment

Article 3

Benefit that has taken effect 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 benefit pursuant to the Occupational Disability Insurance Act (WAO) and/or the Dutch Work and Income (Ability to Work) Act (WIA) takes effect.

Participant'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.

Payment to the insurance company

Article 6

1. The employer shall transfer the contributions referred to in article 5 to the insurance company as advance payments in three-monthly instalments. The final settlement of the contributions owed will take place after the calendar year in question has ended.
2. If the employer fails to pay the contributions within set periods, the insurance company will be authorised to charge the employer:
 - the statutory interest rate on the amount owed, from the date when the amount should have been paid;
 - compensation for the extrajudicial cash collection costs, without prejudice to the other costs of proceedings according to the law.
3. 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 by the board.

4. If the employer refuses to provide this information, the insurance company will be authorised to establish said information to the best of its knowledge.
5. If incorrect information is later found to have been provided, the insurance company shall have the right to institute an additional claim.

Registration within 30 days of having been granted WAO/WIA benefit

Article 7

1. As soon as the participant qualifies for WAO or WIA benefit, or their degree of occupational disability has changed, the participant shall report this to the administrator and submit the formal decision that WAO/WIA benefit will be granted. This shall be reported within 30 days of UWV issuing its decision.
2. If the participant has failed to report the occupational disability within the period stated in paragraph 1 of this article, the board may decide that any benefit in connection with occupational disability will not take effect until the day this report is made.
3. The Foundation can demand that any excess payments be paid back.

Changes

Article 8

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 9

The board shall decide on any matters not provided for by these regulations.

Effective date

Article 10

These regulations took effect on 1 January 2006 and shall be effective until 31 December 2015.

