

## COLLECTIVE LABOUR AGREEMENT FOR THE PUBLISHING INDUSTRY 1 August 2020 - 31 December 2021

On the website [www.uitgeverijbedrijf.nl](http://www.uitgeverijbedrijf.nl), the chapters, articles or parts of articles shown in **green** below are only visible in 'Part I General'. These chapters, articles or parts of articles are shown as 'Reserved' in 'Part II Journalism' on the website.

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

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

### Legal succession

The CAO voor het Uitgeverijbedrijf (Collective Labour Agreement for the Publishing Industry) is the legal successor to the following collective labour agreements that were effective in the Publishing Industry:

- the CAO voor het Boeken- en Tijdschriftuitgeverijbedrijf (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)
- 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)
- the CAO voor Huis-aan-huisbladjournalisten (CAO-HAH; Collective Labour Agreement for Free Local Newspaper Journalists)

### 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 and to the employer.

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

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

The collective labour agreement offers a suite of terms of employment that can be applied as a basic scheme in companies. However, the collective labour agreement provides the opportunity for companies to deviate from the collective labour agreement and enter into their own agreements on many topics. Depending on the topic and if relevant the trade 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](http://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 topics via links.

### A la carte budget

A number of employment conditions are made available as cash in the form of an '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.

### Text version

The text of the collective labour agreement was changed most recently with effect from 1 January 2021.

Amsterdam, January 2021

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## I INTRODUCTORY AGREEMENTS

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### COLLECTIVE LABOUR AGREEMENT DECLARATION

The party representing the employers

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and

the parties representing the employees

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declare that they have entered into the following collective labour agreement with effect from 01 August 2020.

## 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 features on the website [www.uitgeverijbedrijf.nl](http://www.uitgeverijbedrijf.nl) as Part I General (Deel I Algemeen) or as Part II Journalism (Deel II Journalistiek).

Part I General contains the terms of employment for the employees who are not journalists within the meaning of the collective labour agreement. Part II Journalism contains the terms of employment for the employees who are journalists 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 (Media & Cultuur), CNV Vakmensen.nl, De Unie and de 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 three 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.

\* See also the Guide at the beginning of this collective labour agreement. The presentation of parts of the collective labour agreement as 'Part I General' (Deel I Algemeen) or as 'Part II Journalism' (Deel II Journalistiek) is only a reflection of the collective labour agreement on the website [www.uitgeverijbedrijf.nl](http://www.uitgeverijbedrijf.nl)

## INTRODUCTION TO THE COLLECTIVE LABOUR AGREEMENT

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

### 1. Term

The collective labour agreement has a term of 17 months: from 1 August 2020 to 31 December 2021

### 2. Salaries

The salaries and salary scales are increased as follows:

from 1 February 2021	1 % formal
from 1 October 2021	1 % formal

### 3. Sustainable employability

The parties to the collective labour agreement continue to emphasise the importance of the employee's sustainable employability, as regulated in article 7.1 of the collective labour agreement.

Society is constantly changing, the wishes and needs of companies and consumers are changing and the labour market is changing. Employees are faced with organisational changes, change jobs more often and work longer. Both employers and employees have an obligation to be actively involved in sustainable employability. All this requires flexibility of employees in terms of knowledge, skills and competencies, time investment of employees and investment by employers in continuous training and development of employees. At the same time, employees need more autonomy and control over the content of their work. Because of these developments, both companies and employees must be able to do their work in a vital, competent, committed and enjoyable way. Attention to developing policy with regard to sustainable employability within companies is therefore of great importance and a matter for both the employer and employee. Making agreements about this policy is a subject that will be shaped by local consultation in the companies.

### 4. Job-to-Job Guarantee Fund

An employee who loses his job as a result of bankruptcy will - if the (former) employer is unable to pay for the Job-to-job guidance agreed on within the company - nevertheless be able to follow this process by means of financing from the Job-to-Job Guarantee Fund. This fund is managed by the Bedrijfstakbureau (BtB) and fulfils a safety net function. Available resources, preconditions and further agreements about the use of this fund are made within the BtB. This provision only applies to the employee whose (former) employer is/was a member of the Werkgeversvereniging Uitgeverijbedrijf (WU).

### 5. Working from home

Working from home has become the norm in 2020. Everything indicates that after the COVID-19 crisis, more employees will work from home more often. Within the company, in addition to the agreements based on Working independent of time and place (article 5.2 of the collective labour agreement), attention must be paid to developing a policy with regard to working from home. Questions that are central to this include how will more working from home affect the office and the workplaces in the office and at home; what conditions and agreements are made within the company regarding the possibility of working from home for parts of the week; does this also include a homeworking allowance, and if so, how does this relate to existing schemes and allowances.

This also requires shaping (renewed) mobility policy within companies.

Agreements on working from home policy should be made in the relevant local consultations within companies.

### 6. Update of job classification systems

During the term of the collective labour agreement, the parties to the collective labour agreement will start updating the job classification systems in the collective labour agreement.

### 7. Pension accrual during post-birth leave

The pension accrual for the partner is continued during post-birth leave on the basis of the regular salary in accordance with the usual ratio of contribution payments by the employer/employee.

### 8. Collective agreement contributions

The employer's contribution to the Bedrijfstakbureau (article 18.1.2 of the collective labour agreement) amounts to 0.027% from 1 January 2021.

The employee's contribution to the Foundation for the Disability Pension Scheme for the Publishing Industry (article 8.3 paragraph 4 of the collective labour agreement) amounts to 0.302% from 1 January 2021.

**9. Dispensation procedure for the Supervision and Compliance Committee**

The dispensation procedure for the Supervision and Compliance Committee was partially revised.

**10. Study committees**

The Pension, Fair Playing Field and Equal Remuneration study committees that proceeded on the basis of the cao-PI 2019-2020 will report to the parties to the collective labour agreement in the course of 2021.

The parties to the collective labour agreement will reach a decision on the basis of these reports during the term of the collective labour agreement.

## 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

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### 1 THE COLLECTIVE LABOUR AGREEMENT

*The collective labour agreement as an entity; demarcating the domain*

*This chapter contains the following basic provisions.*

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

*Article 1.2 Term of the collective labour agreement*

*Article 1.3 Cancelled*

*Article 1.4 Terms and definitions*

*Article 1.5 Contractual provisions*

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#### **Article 1.1 Basic arrangements**

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

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

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

**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 consultations*

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

#### **Article 1.2 Term of the collective labour agreement**

*Term of the collective labour agreement*

**1.** This collective labour agreement shall be applicable from 01 August 2020 to 31 December 2021 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 (Occupational disability benefit scheme for PI), article 18.1 (Stichting Bedrijfstakbureau [Business sector office]) 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 01 August 2020 to 31 July 2025.

#### **Article 1.3**

*Cancelled*

#### **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.

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

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

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

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

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

Any reference in the collective labour agreement to 'the publisher' as partner in discussions on journalism-related topics also includes the highest representative in the organisation who is authorised to conduct negotiations on the topic.

###### *Employer*

**d.** Employer: the publisher referred to in paragraph c. 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, without prejudice to the provisions of article 2.1 of the collective labour agreement.

###### *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 in chapters 13 to 16 of this collective labour agreement and elsewhere.

*Editor-in-chief*

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

*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 of the publication(s) between the publisher and the employee representation bodies established on the basis of the provisions in chapters 13 to 16 of this collective labour agreement or by the Editorial Board, Editorial Committee of Editorial Representatives.

*Individual consultations*

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

*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 or the job classification system for Free Local 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 free local newspaper journalists*

The normal number of working hours for journalists in full-time employment whose job is covered by the job classification system for Free Local Newspaper Journalists 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.

*Working independent of time and place*

**n.** Working independent of time and place: 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 time and/or place (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. Under application of scheduled time off, the employee works precisely the number of hours agreed as his individual 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 and Free Local Newspaper Journalists, all scaled salaries are based on a normal number of working hours of 36 hours a week on average if in full-time employment. The scaled salaries for the job category of Newspaper Journalists and Free Local 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 (articles 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.

### *À LA CARTE BUDGET (PKB)*

#### *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 and 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 derogate from this agreement, granted during the term of previous collective labour agreements and/or dispensations, remain in force for the duration of the authorisation or dispensation granted, but for five years at the most.

#### *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

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*This chapter contains the following basic provisions.*

Article 2.1	<i>Scope of application: employer and employee within the meaning of the collective labour agreement</i>
Article 2.2	<i>Outside employees, temporary workers and trainees</i>
Article 2.3	<i>Being a good employer</i>
Article 2.4	<i>Employer's duties</i>
Article 2.5	<i>Conscientious objections</i>
Article 2.6	<i>Communications to employees</i>
Article 2.7	<i>Being a good employee</i>
Article 2.8	<i>Employee's duties</i>

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

#### *Scope of application*

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

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

2. 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 ('above-CAO employees')*

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, notwithstanding the provision in article 7:628a of the Dutch Civil Code.

### **Article 2.2 Outside employees, temporary workers and trainees**

#### *Outside employees/temporary workers*

1. Workers 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.

As the commissioning party, the company must ensure that these workers are at least remunerated at the salary level for the job for which the persons concerned are hired in or are engaged within a payroll construction.

#### *Trainees and trainee allowances*

#### **2. Trainees are not employees (P1.1)**

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.

### *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*

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*This chapter contains the following basic provisions.*

Article 3.1	<i>Entering into an employment contract in writing</i>
Article 3.2	<i>Full-time and part time employment</i>
Article 3.3	<i>Nature of the employment contract</i>
Article 3.4	<i>Trial period</i>
Article 3.5	<i>Secondary activities</i>
Article 3.6	<i>Suspension</i>
Article 3.7	<i>Continuation of fixed-term employment contract</i>
Article 3.8	<i>Termination of the employment contract</i>
Article 3.9	<i>Terms of notice</i>
Article 3.10	<i>End of the fixed-term employment contract</i>
Article 3.11	<i>End of the employment contract for a certain set of activities</i>

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#### **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](http://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
- 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 end in any case:

- 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 the statutory retirement 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 4 of the 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. Under application of this article of the collective labour agreement, the provision in article 7:672 paragraph 2 and paragraph 3 BW can be derogated from.

#### *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 8 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 7:667 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*

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*This chapter contains the following basic provisions.*

<i>Article 4.1</i>	<i>Job classification systems and salary structures</i>
<i>Article 4.2</i>	<i>Appointment to a job; job classification</i>
<i>Article 4.3</i>	<i>Fixed salary</i>
<i>Article 4.4</i>	<i>Variable salary</i>
<i>Article 4.5</i>	<i>Salaries for sales positions</i>
<i>Article 4.6</i>	<i>Salary if the individual job level changes</i>
<i>Article 4.7</i>	<i>Periodic salary increase</i>
<i>Article 4.8</i>	<i>Extended working hours allowance</i>
<i>Article 4.9</i>	<i>Compensation of overtime hours for employees in full-time employment</i>
<i>Article 4.10</i>	<i>Compensation of overtime hours for employees in part-time employment</i>
<i>Article 4.11</i>	<i>Holiday allowance</i>

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#### **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 job category-specific provisions 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 can be adjusted as follows:

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal

#### **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 acquire a higher fixed plus variable salary accordingly in the aforementioned 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 about the reduction and the reduction period 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 yet, can qualify for a salary increase every year after having been appraised on the basis of pre-set criteria.

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.

The appraisal system stipulated in the job category-specific provisions for Free Local Newspaper Journalists (article 16.4) shall apply to free local newspaper journalists.

#### *Standard increase if not appraised*

2. If the employee is not appraised on the basis of pre-set criteria, 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 the Minimum Wage Act (*Wet minimumloon*) applies (article 11.3).

#### *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) or apprentice scales (job category of Free Local Newspaper Journalists: article 16.5).

### **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 (Working independent of time and place).

#### *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.

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. 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. The amount of the holiday allowance will be added to the a la carte budget in 12 monthly instalments (article 6.2 paragraph 1).

## **5 WORKING HOURS, HOLIDAY AND LEAVE**

### *Basis of the availability of the employee*

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*This chapter contains the following basic provisions.*

<i>Article 5.1</i>	<i>Customary daily working hours</i>
<i>Article 5.2</i>	<i>Working independent of time and place, working from home</i>
<i>Article 5.3</i>	<i>Reduction of working hours scheme for older employees</i>
<i>Article 5.4</i>	<i>Accrual of holiday and leave entitlements</i>
<i>Article 5.5</i>	<i>Short-term care leave</i>
<i>Article 5.6</i>	<i>Special leave</i>
<i>Article 5.7</i>	<i>Public holidays</i>
<i>Article 5.8</i>	<i>Taking holiday and leave</i>

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#### **Article 5.1 Customary daily working hours**

##### *Day shift window*

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

##### *Daily working hours within the day shift window*

**2.** 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.** After the trade associations involved in the collective labour agreement have given their agreement, 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, unless it is agreed with the trade associations involved that these discussions will be left to the employee representatives.

##### *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 Working independent of time and place; working from home**

### *Working independent of time and place*

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

### *Provisions that do not apply in case of Working independent of time and place*

2. The following provisions in the collective labour agreement do not apply to companies that have introduced a flexible implementation of working hours in local consultation in the context of Working independent of time and place: 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 Working independent of time and place*

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 apply to the day in question pursuant to the individual employment contract.

### *Working from home*

5. Working from home has become the norm in 2020. Everything indicates that after the COVID-19 crisis, more employees will work from home more often. Within the company, in addition to the agreements based on Working independent of time and place, attention must be paid to developing a policy with regard to working from home. Questions that are central to this include how will more working from home affect the office and the workplaces in the office and at home; what conditions and agreements are made within the company regarding the possibility of working from home for parts of the week; does this also include a homeworking allowance, and if so, how does this relate to existing schemes and allowances.

This also requires shaping (renewed) mobility policy within companies.

Agreements on working from home policy should be made in the relevant local consultations within companies.

## **Article 5.3 Reduction of working hours scheme for older employees**

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

#### *Reduction of working hours*

1. Agreements about a reduction of working hours for older employees with open-ended employment contracts will be 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% salary 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 salary 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%).

#### *Grounds for refusal*

**4.** Pursuant to the Flexible Working Act, 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.

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

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

**6.** The parties to the collective labour agreement will endeavour in the term of this collective labour agreement to encourage the recruitment of young workers in proportion with older employees' participation in the Generation Pact. By older employees partially stepping back, vacancies may arise that can be filled by younger employees. Generation Pact is in principle a budget-neutral operation.

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

**7.** Starting from 31 December 2022, employees with open-ended employment contracts can take part in the XYZ scheme during the five-year period before they reach the statutory retirement age. The XYZ scheme is a variation of the Reduction of Working Hours Scheme 80/90/100 based on an X/Y/Z distribution, where factor X is fiscally limited to at least 50% of the relevant employee's employment in terms of working hours (reference date: 11 years prior to the statutory retirement age) and factor Z (the pension accrual) is always 100%. The pension premium will be divided between the employee and employer pursuant to the existing system.

Factor Y is determined as the work factor, which is 100% minus half of the reduction in working hours. For example, the options to be agreed on can include the following variations: 50/75/100, 60/80/100, 70/85/100 of 80/90/100.

*No conjunction with other schemes*

**8.a.** If the employee takes part in one of the variants referred to in paragraph 7, the age-related additional holidays applicable to the person concerned pursuant to the Collective Labour Agreement for the Publishing Industry - in casu the provisions specific to the job categories - will be annulled (BTU article 11.5.2; DU article 12.6.2d; DJ: articles 13.10.3 and 13.12; PUOP: articles 14.4.4 and 14.5; VAK: article 15.4.2; HAH: articles 16.10.4 and 16.11).

**b.** With regard to employees taking part in the XYZ scheme, article 3.2 paragraph 3 of the collective labour agreement may be declared applicable to employment conditions at company level (e.g. in respect of the use of a mobile telephone, lease car, etc.).

*Request for a reduction of working hours*

**9.a.** Pursuant to the Flexible Working Act, an employer can only refuse a request for a reduction of working hours on the basis of substantial factors. For the purposes of this provision, the employer may apply for dispensation to the Supervision and Compliance Committee.

**b.** In derogation from the provisions sub a., employees of companies employing fewer than 25 persons can use the XYZ scheme on a mutually voluntary basis.

*Any choice made is permanent*

**10.** Once granted, requests made in the context of the Generation Pact remain in force until the standard retirement age is reached or until the employee takes early retirement.

Article 5.3 paragraph 5 (Dismissal due to reorganisation) remains in full force.

*Individual financial advisory process for participating older employees*

**11.** The employer offers older employees an individual advisory process, including individual calculations, so as to help them make the right choice.

#### **Article 5.4 Accrual of holiday and leave entitlements**

*Statutory leave of 20 days and value assignment of four leave days in the a la carte budget*

1. Employees in full-time employment are entitled to 20 days' statutory leave and are assigned the value of four leave days. The value of four leave days amounts to 1.6% of the gross annual salary and is added to the personal a la carte budget.

*Compensation for special situations amounting to one day's leave a year in the à la carte budget*

2. The 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.

All or part of the value of the three extra leave days/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 and reselling extra leave from the à la carte budget*

4. 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.

Hours of leave bought with the a la carte budget, that could not be taken up in the same year, are resold at the end of the year, following which the balance is deposited in the a la carte budget. Additional hours of leave are resold at the same value as the rate at which they were bought with the a la carte budget.

#### **Article 5.5 Short-term care leave**

In derogation from the Work and Care Act (*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 the employee getting married (with registered partnership being considered to be equal to marriage): two days.

#### **Article 5.7 Public holidays**

*Public holidays*

1. The employee is entitled to paid leave on: New Year's Day, Easter and Easter Monday, Ascension Day, Whit Sunday, Whit Monday, Christmas Day, Boxing Day and King's Day.

*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.

*Pension accrual during post-birth leave*

**6.** The pension accrual for the partner is continued during post-birth leave on the basis of the regular salary in accordance with the usual ratio of contribution payments by the employer/employee.

## **6 THE À LA CARTE BUDGET (PKB)** *Facilitating personal choices*

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*This chapter contains the following basic provisions.*

<i>Article 6.1</i>	<i>The à la carte budget</i>
<i>Article 6.2</i>	<i>Accrual of the à la carte budget</i>
<i>Article 6.3</i>	<i>Use of the à la carte budget</i>
<i>Article 6.4</i>	<i>Additional financing of options from the salary</i>
<i>Article 6.5</i>	<i>Consequences for national insurance and pension</i>

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### **Article 6.1 The à la carte budget**

#### *A la carte budget*

**1.** Employees have a personal a la carte budget available to them.

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 (article 1.4 sub w).

#### *Value of the à la carte budget*

**2.** The basic budget of the personal a la carte budget of individual employees has a value of 12% of the employee's salary (article 1.4 sub u), which results in a monthly accrual of the a la carte budget of 12% of the (monthly) salary (or a monthly accrual of 1% of the annual salary).

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

**3.** The employee can use the accrued amount in the course of the calendar year. The saved amount can be used in conformity with the provision in Article 6.3 of the collective labour agreement.

#### *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 schemes are standard components of the accrual of the 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 four leave days 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.
- d.** a contribution from the employer to the value of 2% 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. a payment in the month(s) of your 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/deduction of trade union contribution through the a la carte budget*

3. In local consultation, agreements about payment of the union membership fee through the à la carte budget 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, EDUCATION AND TRAINING**

*The personal development of the employee*

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*This chapter contains the following basic provisions.*

- Article 7.1      *Long-term employability of the employee*  
Article 7.2      *Education and personal development*
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### **Article 7.1      Long-term employability of the employee**

#### *General provision*

Parties to the collective labour agreement emphasise the importance of the employee's sustainable employability. Society is constantly changing, the wishes and needs of companies and consumers are changing and the labour market is changing. Employees are faced with organisational changes, change jobs more often and work longer. Both employers and employees have an obligation to be actively involved in sustainable employability. All this requires flexibility of employees in terms of knowledge, skills and competencies, time investment of employees and investment by employers in continuous training and development of employees. At the same time, employees need more autonomy and control over the content of their work. Because of these developments, both companies and employees must be able to do their work in a vital, competent, committed and enjoyable way. Attention to developing policy with regard to sustainable employability within companies is therefore of great importance and a matter for both the employer and employee. Making agreements about this policy is a subject that will be shaped by local consultation in the companies.

#### *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. Annually, 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 impact of exceptional circumstances on income*

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*This chapter contains the following basic provisions.*

<i>Article 8.1</i>	<i>Occupational disability of up to 104 weeks</i>
<i>Article 8.2</i>	<i>Occupational disability after 104 weeks (2 years)</i>
<i>Article 8.3</i>	<i>Disability Pension Scheme for the Publishing Industry</i>
<i>Article 8.4</i>	<i>Death benefit</i>
<i>Article 8.5</i>	<i>Pension</i>

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#### **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.

6. If the amount still paid to the employee based on paragraphs 1 to 5 would be less than the amount the employee is entitled to based on article 7:629 of the Dutch Civil Code, the continued payment must be based on the latter amount.

#### **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 from 1 January 2019**

*This scheme applies to all employees whose first day of sickness occurs after 1 January 2019.*

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

**1.** The Disability Insurance Scheme for the Publishing Industry applies to all employees. Details of this scheme can be found in the 'Regulations of the Foundation for the Disability Pension Scheme for the Publishing Industry with effect from 1 January 2019' (Annex 4 to this collective labour agreement). The administration of the scheme has been assigned to Stichting Arbeidsongeschiktheidsvoorziening UB ('Foundation for the Disability Pension Scheme for the Publishing Industry') in Amsterdam.

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

**2.** In the event of partial occupational disability (35-80%), employees who are entitled to benefits under the Return to Work (Partially Disabled Persons) Regulations (WGA) will, after the start date of these WGA benefits, be entitled to supplementation up to 70% of the capped monthly salary they last earned when the occupational disability started, until they reach the statutory retirement age, which has been capped at 68. If the activities carried out by these employees are such that they can sufficiently utilise their remaining earning capacity (i.e. for at least 50%), the employees will, after the start date of these WGA benefits, be entitled to supplementation up to 75% of the capped monthly salary they last earned when the occupational disability started, until they reach the statutory retirement age, which has been capped at 68.

#### *Entitlement to supplement; indexation*

**3.** Supplements to the WGA benefits as referred to in article 8.3 paragraph 2 are indexed on 1 January of 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 WGA benefits.

#### *Annual contribution*

**4.** 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 is payable by the employee and amounts to 0.225% and 0.302% of the capped wage from 1 January 2019 and 1 January 2021 respectively (in accordance with the uniform wage definition), as it is declared for wage tax purposes.

#### *Dispensation*

**5a.** Requests for deviations and/or exemptions from the application of the Disability Insurance Scheme for the Publishing Industry, the details of which can be found in the 'Regulations of the Foundation for the Disability Pension Scheme for the Publishing Industry' (Annex 4 to this collective labour agreement), are handled by the Supervision and Compliance Committee / Administration Board, which may grant dispensation.

**b.** The Supervision and Compliance Committee / Administration Board assesses whether the employer has made a provision which is at least equivalent to the Disability Pension Scheme for the Publishing Industry. In its assessment, the Committee may be assisted by the Board of the Foundation for the Disability Pension Scheme for the Publishing Industry.

**c.** Any dispensation granted will end on the contract expiry date of the existing WGA supplementation insurance. As to the contract period of the WGA supplementation insurance after the end of the dispensation, another request for dispensation must be submitted, unless the arrangement is brought in line with the master agreement of the Disability Pension Scheme for the Publishing Industry. Dispensation must be requested no later than three months before the contract expiry date or the start/renewal date of the policy of the existing WGA supplementation insurance.

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

### **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**

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

*GENERAL TERMS AND CONDITIONS*

*DB or CDC*

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

*Four pillars*

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

*Defined contribution*

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

*State pension offset*

b. The state pension offset of a maximum of € 15,543 on the reference date of 1 January 2020 and € 16,012 on the reference date of 1 January 2021; this state pension offset is indexed every year in accordance with the indexation determined by the PGB pension fund for the Graphics and Media industries.

*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 € 79,585 on the reference date of 1 January 2020. This maximum amount will remain unchanged on the reference date of 1 January 2021. The maximum amount is index-linked in accordance with the systematic increases in pay pursuant to the Collective Labour Agreement for the Publishing Industry. The amount that qualifies as pensionable salary in accordance with the Collective Labour Agreement for the Publishing Industry is based on the relevant job category-specific provisions.

*Division of contributions*

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

*Opportunity to deviate from the obligatory defined contribution*

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

4. *Cancelled.*

*BESPOKE PENSION SCHEME*

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

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 € 79,585 on the reference date of 1 January 2020. This maximum amount will remain unchanged on the reference date of 1 January 2021.

The option of where to purchase the pension scheme or have it administered is also a matter that is determined by the employer and the employee representatives within the company in accordance with the rules in the Dutch Works Councils Act and the Dutch Pensions Act.

#### *Actuarial test of the bespoke scheme*

**6a.** The Supervision and Compliance Committee/Administration Board shall assess whether it is convinced that the relevant bespoke scheme is sufficiently supported within the company and it shall verify that the internal procedures were followed correctly when forming the bespoke scheme in the company.

**b.** Any bespoke pension schemes agreed within the company are subject to actuarial testing to verify that the overall agreed pension scheme is at least equivalent to the pension scheme described in paragraphs 1 and 2.

The Supervision and Compliance Committee/Administration Board appoints the actuary to carry out this test for the parties, with the costs being borne by the requesting company. The Supervision and Compliance Committee/Administration Board will receive a copy of the actuary's report to the employer.

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

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

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

#### *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 paragraphs 1 to 6 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*

**8a.** The Supervision and Compliance Committee / Administration Board must have granted the employer dispensation from the mandatory application of the provisions of paragraphs 1 to 6 of this article before the new, non-standard scheme as referred to in paragraph 7 can be implemented.

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

**b.** The Supervision and Compliance Committee/Administration Board shall assess whether it is convinced that the relevant pension scheme, whose contents deviate from the collective labour agreement, is sufficiently supported within the company and it shall verify that both the procedure set out in article 8.5 paragraph 7 and the internal procedures were followed correctly when forming the pension scheme in the company.

#### *Assessment of the equivalence of the pension scheme*

**c.** The Supervision and Compliance Committee/Administration Board shall assess the equivalence of the agreed pension scheme on the basis of the provisions of paragraphs 1 to 6 of this article.

#### *Involvement of an expert*

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

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

*The dispensation procedure*

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

## 9 REORGANISATION

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

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*This chapter contains the following basic provisions.*

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

*Article 9.2 Redundancy scheme*

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

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### **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, article 14.7 or article 16.14 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. A redundancy scheme is any scheme that mitigates for potential economic, social and/or legal consequences for employees arising from an organizational change.

If the company is subject to an organizational change as referred to in article 9.1 of this collective labour agreement, the employer can opt for a redundancy scheme. If it is decided to use a redundancy scheme, the employer will enter into negotiations with the trade associations about it.

2. The employer can agree in advance with the trade associations involved in the collective labour agreement that the discussions of a redundancy scheme will be left to the employer and the employee representatives.

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

3. 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.

4. 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.

*Job-to-Job Guarantee Fund*

5. An employee who loses his job as a result of bankruptcy will - if the (former) employer is unable to pay for the Job-to-job guidance agreed on within the company - nevertheless be able to follow this process by means of financing from the Job-to-Job Guarantee Fund. This fund is managed by the board of the Bedrijfstakbureau (BtB) and fulfils a safety net function. Available resources, preconditions and further agreements about the use of this fund are determined by the BtB.

This provision only applies to the employee whose (former) employer is/was a member of the Werkgeversvereniging Uitgeverijbedrijf (WU).

**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

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#### 10 GENERAL JOB CATEGORY-SPECIFIC PROVISIONS

*Supplementary and/or deviating provisions for specific jobs or job categories*

#### 10A JOURNALISM

*This chapter contains the following basic provisions.*

*Article 10A.1 Scope: journalist jobs*

*Article 10A.2 Editorial statute*

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

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

*Article 10A.5 Non-competition clause*

*Article 10A.6 Editorial Committee*

*Article 10A.7 Leave/education*

*Article 10A.8 Other use*

*Article 10A.9 Change in structure*

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#### **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 (Netherlands Government Gazette 2013, no. 32763, 23 December 2013, UAW no. 11503), opinion weekly journalists (Netherlands Government Gazette 2013, no. 32760, 20 December 2013, UAW no. 11497) and trade magazine journalists (Netherlands Government Gazette 2013, no. 33194, 20 December 2013, UAW no. 11501) 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. The following provisions apply to journalists in derogation from the provisions of article 3.5 of this collective labour agreement. 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 is capped at three, if there are less than 50 journalists, and capped at five, if there are 50 to 99 journalists, capped at seven, if there are between 100 and 149 journalists, and capped at nine if there are 150 journalists or more in the company's service.

##### *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 powers 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. In the context of this chapter, a structure change is defined as: abolition of an independent publication, merger/fusion, collaboration with another publisher, or another change. 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 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 the job category Book and Magazine Publishing*

Article 11.3 *Salary structure for the job category Book and Magazine Publishing*

Article 11.4 *Salary if not yet professionally mature*

**Additional time off**

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

**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 the job category Book and Magazine Publishing**

*BTU job classification instrument*

The job classification system for the job category 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 & Administration
8			- Head of Production	
7	- Acquiring Book Editor - Book Editor	- Account Manager - Account Manager for the Educational market - Database Marketeer		- Head of the Accounts Department - HR officer
6	- Web editor - Desk Editor for Books	- Advertising Account Manager  - Legal and licensing officer - Marketeer	- Coordinator of Printing on Demand - Production supervisor - Designer	- Office Manager - System & Application Manager

		- Publicity & Promotion Administrator - Events Assistant - Web Master - Database Administrator		
5	- Publishing Assistant	- Internal Sales Administrator		- Executive Secretary - Personnel and Salary Administrator - Head of Financial Administration
4	- Editorial Assistant	- Customer Service Assistant		- Secretary
3				
2				- Switchboard Operator/Receptionist
1				- Post room/Warehouse/Facilities assistant

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

#### BTU salary scales

1. a. 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 are stated in euro.

The salary scales correspond with the job classification system as presented in article 11.2 of the collective labour agreement.

b. The salaries and salary scales can be adjusted as follows:

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal c. *Cancelled*

d. The minimum amount in Scale I is the statutory minimum wage (SMW). It is only for the minimum amount in Scale I that index-linking is based on the SMW rather than on this collective labour agreement.

#### 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 per week on average.

#### Monthly salaries with effect from 1 August 2020 (amounts in €)

Scale	Minimum	Maximum	Standard increment
1	SMW *	1,709.49	21.10
2	1,678.02	1,970.43	38.91
3	1,851.39	2,134.83	40.49
4	1,915.64	2,307.75	39.21
5	2,057.74	2,693.83	48.93
6	2,257.26	3,108.78	65.50
7	2,653.48	3,677.79	78.80
8	2,944.50	4,112.09	83.40
9	3,268.54	4,574.23	93.27

**Monthly salaries with effect from 1 February 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
1	<i>SMW</i> *	1,726.58	21.31
2	1,694.80	1,990.13	39.30
3	1,869.90	2,156.18	40.89
4	1,934.80	2,330.83	39.60
5	2,078.32	2,720.77	49.42
6	2,279.83	3,139.87	66.16
7	2,680.01	3,714.57	79.59
8	2,973.95	4,153.21	84.23
9	3,301.23	4,619.97	94.20

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
1	<i>SMW</i> *	1,743.85	21.52
2	1,711.75	2,010.03	39.69
3	1,888.60	2,177.74	41.30
4	1,954.15	2,354.14	40.00
5	2,099.10	2,747.98	49.91
6	2,302.63	3,171.27	66.82
7	2,706.81	3,751.72	80.39
8	3,003.69	4,194.74	85.07
9	3,334.24	4,666.17	95.14

\* Pursuant to article 11.3 paragraph 1(d), the minimum amount in Scale I is the statutory minimum wage (SMW). It is only for the minimum amount in Scale I that index-linking is based on the SMW rather than on this collective labour agreement.

**Article 11.4 Salary if not yet professionally mature**

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

*Salary if not yet 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.

2. *Cancelled.*

*Standard increase if not yet professionally mature*

3. An employee who does not yet fully meet the requirements corresponding with their job 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 the job category 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 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.

No monetary value is added to the a la carte budget for these additional holidays. These additional days' holiday shall continue to be effective as entitlement to time off.

**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 the job category Newspaper Publishing*

Article 12.3 *Salary structure for the job category Newspaper Publishing*

Article 12.4 *Salary if not yet professionally mature*

Article 12.5 *Exceptional provision: gross payment*

**Additional time off**

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

*Job classification instrument for Newspaper Publishing*

The job classification system for the job category 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 categories 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 Administrator				Customer Contact Administrator
F					Telesales Assistant

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

Generic process										
	Accounting	Policy and advice	Controlling and financial administration	Facilities	ICT	Buying and contract management	Manager	Marketing	Projects	Secretarial
A										
B										
C				Facilities assistant B						
D	Accounting assistant B			Switchboard Operator/Receptionist						
E			Financial Administration Assistant B	Facilities Assistant A						
F	Accounting assistant A				ICT Manager					Secretary B
G		Staff Executive	Financial Administration Assistant A				Manager C			Secretary A
H					Functional Manager			Marketing Assistant		
I			AO/IC assistant		ICT Developer		Manager B	Data Analyst		
J		Staff and Policy Adviser	Controller		ICT Process Manager ∞ Information Consultant	Contract Manager ∞ Purchaser		Marketing consultant	Project Manager	
K							Manager A	Business Developer		

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

#### DU salary scales

1.a. The salary structure for Newspaper Publishing (DU) consists of salary scales A to K.

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

The salary scales correspond with the job classification system as presented in article 12.2 of the collective labour agreement.

b. The salaries and salary scales can be adjusted as follows:

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal c. *Cancelled*

d. The minimum amount in Scale A is the statutory minimum wage (SMW). It is only for the minimum amount in Scale A that indexation is based on the SMW rather than on this collective labour agreement.

*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 per week.

**Monthly salaries with effect from 1 August 2020 (amounts in €)**

Job level	Minimum	Maximum	Standard increment
A	<b>SMW *</b>	1,970.43	45.77
B	1,745.08	2,021.52	45.77
C	1,832.27	2,161.01	54.55
D	1,921.40	2,305.03	54.55
E	2,018.91	2,471.66	64.57
F	2,145.51	2,684.79	67.09
G	2,277.26	2,939.25	82.76
H	2,456.81	3,291.89	92.16
I	2,675.73	3,723.32	104.73
J	2,974.13	4,294.90	120.40
K	3,360.35	5,021.28	139.19

**Monthly salaries with effect from 1 February 2021 (amounts in €)**

Job level	Minimum	Maximum	Standard increment
A	<b>SMW *</b>	1,990.13	46.23
B	1,762.53	2,041.74	46.23
C	1,850.59	2,182.62	55.10
D	1,940.61	2,328.08	55.10
E	2,039.10	2,496.38	65.22
F	2,166.97	2,711.64	67.76
G	2,300.03	2,968.64	83.59
H	2,481.38	3,324.81	93.08
I	2,702.49	3,760.55	105.78
J	3,003.87	4,337.85	121.60
K	3,393.95	5,071.49	140.58

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

Job level	Minimum	Maximum	Standard increment
A	<b>SMW *</b>	2,010.03	46.69
B	1,780.16	2,062.16	46.69
C	1,869.10	2,204.45	55.65
D	1,960.02	2,351.36	55.65
E	2,059.49	2,521.34	65.87
F	2,188.64	2,738.76	68.44
G	2,323.03	2,998.33	84.43

<b>H</b>	2,506.19	3,358.06	94.01
<b>I</b>	2,729.51	3,798.16	106.84
<b>J</b>	3,033.91	4,381.23	122.82
<b>K</b>	3,427.89	5,122.20	141.99

\* Pursuant to article 12.3 paragraph 1(d), the minimum amount in Scale A is the statutory minimum wage (SMW). It is only for the minimum amount in Scale A that indexation is based on the SMW rather than on this collective labour agreement.

#### **Article 12.4 Salary and periodic increase if not yet professionally mature**

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

##### *Salary if not yet 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.

##### *Standard increase if not yet professionally mature*

2. An employee who does not yet fully meet the requirements corresponding with their job 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 12.5 Exceptional provision: gross payment**

##### *Scope*

Employees who were already employed by the employer on 31 December 2014 and to whom the provisions of the collective labour agreement for Newspaper Publishing were applied shall be entitled to a 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*)). Employees who leave the company's employment are entitled to a proportionate share of the gross payment.

#### **Article 12.6 Additional time off for the job category 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 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.

No monetary value is added to the a la carte budget for these additional holidays. These additional days' holiday shall continue to be effective as entitlement to time off.

## **13 JOB CATEGORY OF NEWSPAPER JOURNALISTS**

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

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*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 the job category Newspaper Journalists*

Article 13.3 *Apprentice journalists and novice journalists*

Article 13.4 *Salary structure for the job category 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/or irregular working hours*

Article 13.7A *Excessive working hours*

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

Article 13.9 *Appraisal system for the job category Newspaper Journalists*

### **Additional time off**

Article 13.10 *Additional time off for the job category 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 *Cancelled*

### **Journalism**

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*

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## **Article 13.1 Scope**

### *Scope*

**1.** 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 *Working independent of time and place; working from home*

**Article 13.2 Job classification system for the job category 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 functions 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**

<b>Job level group</b>	<b>Family of jobs</b>	<b>Level characteristics</b>	<b>Reference jobs</b>
<b>9</b>	Manager 9	Managing a medium-sized (final) editorial team (> 25 fte). Responsible for the operational realisation of the newspaper.	-Head editor I
<b>8</b>	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-piece Editor -Correspondent Abroad -'Star' reporter
	Manager 8	Managing a limited editorial team (10 to 25 FTE) in order to achieve a periodically recurring opinion-forming section.	-Head editor IIa
<b>7</b>	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.	-Specialist 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
<b>6</b>	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
<b>5</b>	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	-Processing Editor -New Media Editor -Designer -Photo Editor -Infographics Editor

		daily and possibly defining, or helping to define, frameworks for sections / columns.	
<b>4</b>			
<b>3</b>	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), 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.

### Monthly salaries with effect from 1 August 2020 (amounts in €)

Apprentice journalists	
<i>first year of study</i>	1,835.87
<i>second year of study</i>	1,906.37

Novice journalists		
Category A	<i>Pre-university education (Dutch HAVO/VWO)</i>	2,346.22
	<i>Business world</i>	2,499.99
Category B		2,499.99

### Monthly salaries with effect from 1 February 2021 (amounts in €)

Apprentice journalists	
<i>first year of study</i>	1,854.23
<i>second year of study</i>	1,925.43

Novice journalists		
Category A	<i>Pre-university education (Dutch HAVO/VWO)</i>	2,369.68

	<i>Business world</i>	2,524.99
<b>Category B</b>		2,524.99

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

<b>Apprentice journalists</b>	
<i>first year of study</i>	1,872.77
<i>second year of study</i>	1,944.68

<b>Novice journalists</b>		
<b>Category A</b>	<i>Pre-university education (Dutch HAVO/VWO)</i>	2,393.38
	<i>Business world</i>	2,550.24
<b>Category B</b>		2,550.24

**Article 13.4 Salary structure for the job category Newspaper Journalists***DJ salary scales*

**1.a.** The salary structure for the job category 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 with the job classification system as presented in article 13.2 of the collective labour agreement.

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

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal **c. Cancelled.**

*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 per 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 per week; 1,872 hours per 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 August 2020 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>3</b>	2,208.85	2,871.51	3%
<b>4</b>	2,414.18	3,259.16	3%
<b>5</b>	2,418.08	3,748.02	3%
<b>6</b>	2,817.06	4,378.63	3%
<b>7</b>	3,281.88	5,132.82	3%
<b>8</b>	4,233.03	5,926.24	3%
<b>9</b>	4,931.49	6,904.09	3%

**Monthly salaries with effect from 1 February 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
3	2,230.94	2,900.23	3%
4	2,438.32	3,291.75	3%
5	2,442.26	3,785.50	3%
6	2,845.23	4,422.42	3%
7	3,314.70	5,184.15	3%
8	4,275.36	5,985.50	3%
9	4,980.80	6,973.13	3%

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
3	2,253.25	2,929.23	3%
4	2,462.70	3,324.67	3%
5	2,466.68	3,823.36	3%
6	2,873.68	4,466.64	3%
7	3,347.85	5,235.99	3%
8	4,318.11	6,045.36	3%
9	5,030.61	7,042.86	3%

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

<b>A. Unsociable working hours</b>	<b>Score</b>
(excl. weekends)	
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)

- no irregularity	0
- incidentally	6
- regularly	14
- daily or almost daily	20

**C. Working hours-weekends**

- 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**

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

During a consecutive period of  
several days away from home

- never	0
- a couple of times per year	2
- regularly for several days or a couple of times per year for a very long period (> 2 weeks)	5

**E. Standby and on call duty**

- outside office hours (excl. weekends)	
- none	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 3% supplement to the scaled salary
score of 61- 80 points:	3 days off a year and 5% supplement to the scaled salary
score of 81 points and 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, in addition to the provision in article 1:7 paragraph 1 under d of the Dutch Working Hours Act (*Arbeidstijdenwet*) 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 time falling 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 time falling 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 under c of this article 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 under b of this article 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.

**Explanation**

*This provision was included in particular with a view to the type of 'shifts' that occur with some papers, meaning that the desk editors charged with them work several hours during the day and then need to resume work in the evening or night time. The consideration that such a shift, which cannot be considered the full equivalent of a night shift or an alternating day and night shift, causes particular inconvenience for the persons concerned, gave reason to create a special arrangement for this category.*

**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 are/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 level categories 3, 4 and 5**

*Overtime scheme for job level categories 3, 4 and 5*

1. The following overtime scheme shall apply to journalists classified into the job level 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 level 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 level category 3: 10% supplement to the scale salary
- job level category 4: 7.5 % supplement to the scale salary
- job level 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 the job category 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 increment
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 in any 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. Please contact the Bedrijfstakbureau for an example of an appeal procedure.

#### *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 the job category Newspaper Journalists**

#### *Holidays*

1. In addition to the provision in article 5.4 paragraph 1 of the collective labour agreement, journalists appointed as newspaper journalists on a full-time contract are entitled to one day supra-statutory leave, on top of the entitlement referred to in article 5.4 paragraph 1 to 20 days' statutory leave and being assigned the value of four days' supra-statutory leave (1.6% of the salary) in the a la carte budget.

2. *Cancelled.*

#### *Age-related days*

**3.** In addition to the provisions of article 5.4 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.

No monetary value is added to the a la carte budget for these additional holidays. These additional days' holiday shall continue to be effective as entitlement to time off.

For journalists who use the Reduction of Working Hours Scheme for older journalists (article 13.12 of this collective labour agreement), the age-related days are already included.

#### **Article 13.11 Special purpose days**

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

**1.** All newspaper journalists receive two special purpose days per year.

Journalists are at liberty to spend these days as they please (e.g. for education, in connection with informal 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(3) Age-related days scheme
- article 13.11 Special purpose days scheme.

##### *Reduction of working hours scheme for older newspaper journalists*

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

Journalists aged 63 or older, up to the statutory pensionable age, are entitled to 20 days additional time off every 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 58 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 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)

**4.** 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). The transitional regime (phasing out scheme) ended on 1 January 2021.

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

2. *Cancelled*

3. *Cancelled*

*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**

*Cancelled*

### **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 salaries 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 per editorial team by the end of the year;

In addition, an indication will be given of:

- 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 that are long-term occupationally disabled or dismissed by the end of the year;
- g. conversion of employment from full-time to part-time and vice versa;
- h. the degree to which people systematically work overtime, and the manner in which the editors-in-chief and 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 committee shall call on the services of the Administration Board to mediate in the matter at hand within one week. 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*

**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 the job category of General Interest Magazine and Opinion Weekly Journalists

Article 14.3 Salary structure for the job category of General Interest Magazine and Opinion Weekly Journalists

**Additional time off**

Article 14.4 Additional time off for the job category of 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 14.1 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 the job category of 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 categories 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 Chief of 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
<b>3</b>	Sub-editor C	Sub-editor C	Editor B	Designer B
<b>2</b>	Sub-editor D	Sub-editor D	Editor C	Designer C
<b>1</b>	Sub-editor E	Sub-editor E		

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

*Salary scales*

**1.a.** The salary structure for the job category of General Interest Magazine journalists and Opinion Weekly journalists (PUOP) consists of salary scales 1 to 5.

The salaries for the function level groups A, B and C are established at company level.

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

The salary scales correspond with the job classification system as presented in article 14.2 of the collective labour agreement.

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

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal **c. Cancelled**

*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 August 2020 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>1</b>	2,048	2,432	3%
<b>2</b>	2,295	3,415	3%
<b>3</b>	2,557	4,262	3%
<b>4</b>	3,066	5,107	3%
<b>5</b>	3,650	6,083	3%

**Monthly salaries with effect from 1 February 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>1</b>	2068	2456	3%
<b>2</b>	2318	3449	3%
<b>3</b>	2583	4305	3%
<b>4</b>	3097	5158	3%
<b>5</b>	3687	6144	3%

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>1</b>	2089	2481	3%
<b>2</b>	2341	3483	3%
<b>3</b>	2609	4348	3%
<b>4</b>	3128	5210	3%
<b>5</b>	3724	6205	3%

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

*Holiday entitlements for General Interest Magazine Journalists (PU)*

1. In addition to the provision in article 5.4 paragraph 1 of the collective labour agreement, journalists appointed as general interest magazine journalists with a full-time contract are entitled to two days' supra-statutory leave, on top of the entitlement referred to in article 5.4 paragraph 1 to 20 days' statutory leave and being assigned the value of four days' supra-statutory leave (1.6% of the salary) in the a la carte budget.

*Holiday entitlements of opinion weekly journalists (OP)*

2. In addition to the provision in article 5.4 paragraph 1 of the collective labour agreement, journalists appointed as opinion weekly journalists with a full-time contract are entitled to one day supra-statutory leave, on top of the entitlement referred to in article 5.4 paragraph 1 to 20 days' statutory leave and being assigned the value of four days' supra-statutory leave (1.6% of the salary) in the a la carte budget.

*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 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.  
No monetary value is added to the a la carte budget for these additional holidays. 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 scheme for older employees, 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 a subsequent differentiated top-up level:

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

##### **2. Cancelled**

##### *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.

**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 the job category of Trade Magazine Journalists*

Article 15.3      *Salary structure for the job category of Trade Magazine Journalists*

**Additional time off**

Article 15.4      *Additional time off for the job category of 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 the job category of Trade Magazine Journalists***Job classification instrument for Trade Magazine Journalists*

The job classification system for the job category 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 categories 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 the job category of Trade Magazine Journalists***Salary scales*

1.a. The salary structure for Trade Magazine Journalists (VAK) consists of salary scales B to G.

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

The salary scales correspond with the job classification system as presented in article 15.2 of the collective labour agreement.

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

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal

*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 every four weeks on average (36 hours a week).

**Monthly salaries with effect from 1 August 2020 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
<b>B</b>	2,443	3,258	68
<b>C</b>	2,569	3,670	73
<b>D</b>	2,716	4,261	81
<b>E</b>	3,009	4,717	90
<b>F</b>	3,458	5,318	103
<b>G</b>	3,922	6,034	118

**Monthly salaries with effect from 1 February 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
<b>B</b>	2,467	3,291	69
<b>C</b>	2,595	3,707	74
<b>D</b>	2,743	4,304	82
<b>E</b>	3,039	4,764	91
<b>F</b>	3,493	5,371	104
<b>G</b>	3,961	6,094	119

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment
<b>B</b>	2,492	3,324	70
<b>C</b>	2,621	3,744	75
<b>D</b>	2,770	4,347	83
<b>E</b>	3,069	4,812	92
<b>F</b>	3,528	5,425	105
<b>G</b>	4,001	6,155	120

**Article 15.4 Additional time off for the job category of 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 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.

No monetary value is added to the a la carte budget for these additional holidays. These additional days' holiday shall continue to be effective as entitlement to time off.

## 16 JOB CATEGORY OF FREE LOCAL NEWSPAPER JOURNALISTS

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

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*This chapter contains the following job category-specific provisions.*

### **Target group**

Article 16.1 *Scope*

Article 16.2 *Terms and definitions*

### **Jobs and salaries**

Article 16.3 *Job category and classification system for the job category of Free Local Newspaper journalists*

Article 16.4 *Appraisal system for the job category of Free Local Newspaper journalists*

Article 16.5 *Salary structure for the job category of Free Local Newspaper journalists*

Article 16.6 *Supplements*

### **Appointment and dismissal; working hours**

Article 16.7 *Appointment and dismissal*

Article 16.8 *Five-day working week*

Article 16.9 *Excessive working hours*

### **Additional time off**

Article 16.10 *Additional time off for the job category of Free Local Newspaper Journalists*

Article 16.11 *Cancelled*

### **Income support**

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Article 16.13 *Supplement to benefit pursuant to the Income provision (fully disabled workers) Regulation (IVA)*

Article 16.14 *Change in structure*

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### **Journalism**

Article 16.16 *Deputising for the editor-in-chief*

Article 16.17 *Deputising in the event of leave or of absence due to sickness*

Article 16.18 *Editorial meeting*

Article 16.19 *Other use*

Article 16.20 *Appraisal system for the job category of Free Local Newspaper journalists*

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## **Article 16.1 Scope**

### *Free local newspapers*

1. 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 Free Local Newspaper Journalists:

Article 4.8 *Extended working hours allowance \**

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

Article 4.10.1 *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 Working independent of time and place
- Article 5.4 lid 3 Awarding extra days off based on job categories

*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 Free Local Newspaper Journalists: The topics of a journalistic nature that are relevant to the job category of Free Local Newspaper Journalists are governed by articles 16.14 to 16.19 of this collective labour agreement.

**Article 16.2 Terms and definitions**

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

*HAH job classification instrument*

The job classification system for the job category of Free Local Newspaper Journalists (HAH) is a recognised job classification instrument in the form of a job level matrix based on the Bakkenist method, consisting of job level groups C to F.

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

If any functions are described that are classified into job level groups A or B such job level groups will also form part of this collective labour agreement.

Job level group	Job title and level characteristics	Examples of specific job titles*
<b>A</b>		
<b>B</b>		
<b>C</b>	<b>Designing Journalist A:</b> Essentially engaged in editing and optimising visual and audiovisual elements, such as visual and audio material,	Designer

	<p>pages and/or multimedia productions with a medium risk of damage to the publication's image. To this end, the job involves preparing the design process, realising visual elements, realising productions and optimising working processes.</p> <p><b>Processing Editor:</b> Performs activities for various brands and has no specific focus area in this context. The job primarily involves initiating, analysing, selecting, editing, publishing and managing content.</p> <p><b>Writing Journalist A:</b> Essentially engaged, with coaching or supervision, in generating (online) content on assigned (online) media platforms (with a low to medium risk of damage to the publication's image). To this end, the job involves collecting information, generating content and building up and maintaining the (sources) network.</p>	<p>Editor Commercial Editor, Processing Editor, (Regional) Reporter</p>
<b>D</b>	<p><b>Designing Journalist B:</b> Essentially engaged in independently editing and optimising visual and audiovisual elements, such as visual and audio material, pages and/or multimedia productions with a medium to high risk of damage to the publication's image and relatively high complexity. To this end, the job involves preparing the design process, realising visual elements, realising productions and optimising working processes. Also responsible for coordinating and supervising others.</p> <p><b>Directing Editor:</b> Ensures that the active content flow for a number of brands is initiated and maintained, and that the content is published via the various channels in a consistent, balanced and readable manner as quickly and well as possible. To this end, the job involves putting together online and/or print publications, coordinating the day-to-day process, analysing, selecting and editing the content and publishing this content.</p> <p><b>Writing Journalist B:</b> Essentially engaged, with supervision, in generating (online) content on assigned (online) media platforms (with a medium risk of damage to the publication's image). To this end, the job involves collecting information, generating content and building up and maintaining the (sources) network.</p>	<p>Designer</p> <p>Online Editorial Coordinator, Community Manager, Directing Editor, Content Coordinator</p> <p>(Regional) Reporter, Editing Reporter</p>
<b>E</b>	<p><b>Writing Journalist C:</b> Essentially engaged, with supervision, in generating (online) content on assigned (online) media platforms (with a medium to high risk of damage to the publication's image). To this end, the job involves collecting information, generating content and building up and maintaining a wide and extensive (sources) network.</p> <p><b>Content Manager:</b> Acts as the face of one or more brands and is responsible for monitoring the formulas in the market. To this end, the job involves representing the brand, organising the news flow, and managing the production and the formula.</p> <p><b>Manager A:</b> Is responsible for the hierarchical coaching of employees and developing and implementing the operating policy. The job involves managing a (small) local media editorial team with a heterogeneous composition, including the associated freelancers</p>	<p>(Regional) Reporter, Editing Reporter</p> <p>Content Manager, Content Coordinator</p> <p>Editorial Team Leader, Editorial Manager, Coordinator, Head Editor</p>

	(with a level of professional and intellectual ability of secondary vocational education or higher professional education).	
<b>F</b>	<b>Manager B:</b> Is responsible for the hierarchical coaching of employees, developing and implementing the operating/tactical policies and preparing proposals for the strategic policy. The job involves directly managing the journalists of several local media editorial teams, including the associated freelancers (with a level of professional and intellectual ability of at least secondary vocational education or higher professional education).	Editorial Manager, Head Editor

*\* the above overview also presents alternative job titles. These are potential titles of jobs which may differ in substance. Classification into the job category concerned will depend on the specific substance and level of duties (activities, context, organisational position, etc.) associated with the job.*

#### **Article 16.4 Appraisal system for the job category of Free Local Newspaper journalists**

##### *General*

In order to be able to link the amount of the periodic increases in the salary system for the job category of Free Local Newspaper Journalists 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 Free Local Newspaper Journalists 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 16.5 Salary structure for the job category of Free Local Newspaper journalists**

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

**1.a.** The salary structure for the job category of Free Local Newspaper Journalists (HAH) consists of salary scales A to F. In addition, there are salary scales for apprentice journalists.

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

The salary scales correspond with the job classification system as presented in article 16.3 of the collective labour agreement.

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

as from 1 February 2021: 1 % formal

as from 1 October 2021: 1 % formal

##### **Monthly salaries with effect from 1 August 2020 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>A</b>	1,932.49	2,610.56	3%
<b>B</b>	2,067.76	2,832.45	3%
<b>C</b>	2,233.17	3,087.37	3%
<b>D</b>	2,434.16	3,396.11	3%
<b>E</b>	2,677.58	3,769.69	3%
<b>F</b>	2,972.12	4,380.47	3%

Apprentice scales	
<i>first year of study</i>	1,557.81
<i>second year of study</i>	1,728.25
<i>third year of study</i>	1,898.04

**Monthly salaries with effect from 1 February 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>A</b>	1,951.81	2,636.67	3%
<b>B</b>	2,088.44	2,860.77	3%
<b>C</b>	2,255.50	3,118.24	3%
<b>D</b>	2,458.50	3,430.07	3%
<b>E</b>	2,704.36	3,807.39	3%
<b>F</b>	3,001.84	4,424.27	3%

Apprentice scales	
<i>first year of study</i>	1,573.39
<i>second year of study</i>	1,745.53
<i>third year of study</i>	1,917.02

**Monthly salaries with effect from 1 October 2021 (amounts in €)**

Scale	Minimum	Maximum	Standard increment*
<b>A</b>	1,971.33	2,663.04	3%
<b>B</b>	2,109.32	2,889.38	3%
<b>C</b>	2,278.06	3,149.42	3%
<b>D</b>	2,483.09	3,464.37	3%
<b>E</b>	2,731.40	3,845.46	3%
<b>F</b>	3,031.86	4,468.51	3%

Apprentice scales	
<i>first year of study</i>	1,589.12
<i>second year of study</i>	1,762.99
<i>third year of study</i>	1,936.19

**2. Cancelled.**

*Normal number of working hours*

**3.** In accordance with article 1.4 under I of the collective labour agreement, the salary scale for Free Local Newspaper Journalists 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 16.7 paragraph 3. The apprentice scales and their application can be found in article 16.5 paragraph 1 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 B, increased by one periodic increase, shall apply to journalists who have graduated from a school of journalism.

**Article 16.6 Supplements**

*Allowance for working irregular hours*

1. Without prejudice to the provisions of article 16.9 (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 Free Local Newspaper Journalists shall be awarded an individual supplement to prevent any financial disadvantage due to a change in their individual job level.

**Article 16.7 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 only after consultation with the editor-in-chief*

4. No journalist will be dismissed except 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 16.16 if relevant, cannot be consulted at short notice.

**Article 16.8 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 16.9 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 16.18 paragraph 2

**Article 16.10 Additional time off for the job category of Free Local Newspaper Journalists**

*Holidays*

1. In addition to the provision in article 5.4 paragraph 1 of the collective labour agreement, journalists appointed as free local newspaper journalists with a full-time contract are entitled to one day supra-statutory leave, on top of the entitlement referred to in article 5.4 paragraph 1 to 20 days' statutory leave and being assigned the value of four days' supra-statutory leave (1.6% of the salary) in the a 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 16.10 paragraph 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 16.11**  
*Cancelled*

**Article 16.12**  
*Cancelled*

**Article 16.13 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 16.14 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 16.15 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 addition is offset against the statutory transition allowance, duly observing the provisions of the Decree of 23 April 2015, Dutch Bulletin of Acts and Decrees 2015, 171 (Decree on conditions re. deducting costs from transition payment (*Besluit voorwaarden in mindering brengen kosten op transitievergoeding*)).

2. *Cancelled*

3. *Cancelled*

*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 16.16 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 16.17 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 16.18 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 16.5.1 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 paragraph 1 under c. 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 16.18 paragraph 2, and about any plans to change the structure, as described in article 16.14.

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 16.19 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 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.

## **Article 16.20 Appraisal system for the job category of Free Local Newspaper journalists**

1. See article 16.4 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 Free Local Newspaper Journalists 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 Free Local Newspaper Journalists. If so desired and after consultation in accordance with article 16.18 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	Person concerned performs well above all set targets
Very Good	The employee exceeds the majority of the agreements made at the beginning of the year.
Good	The employee has achieved the agreements made at the beginning of the year.
Poor	The employee failed to achieve all of the agreements made at the beginning of the year.
Insufficient	The employee failed to achieve the agreements made 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 16.18 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 16.18 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:** No appeal can ever be lodged against the content of the appraisal. 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. Invoking the hardship clause can be done to the VHU (Association of free newspaper publishers), an industry federation within the Media federation.

#### *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 16.18 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 / model for an internal objections procedure follows 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 to be confidential, 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*

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## IV AGREEMENTS AT INDUSTRY LEVEL

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### 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 (info@bedrijfstakbureau.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*

- a. With effect from 01 January 2020, 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: 0.03%
  - received by employees in the job category of Newspaper Publishing: 0.03%
  - received by employees in the job category of Newspaper Journalists: 0.03%
  - received by employees in the job categories of General Interest Magazine Journalists and Opinion Weekly Journalists: 0.01%
  - received by employees in the job category of Trade Magazine Journalists: 0.01%
  - received by employees in the job category of Free Local Newspaper Journalists: 0.03%
- b. With effect from 01 January 2021, employers shall owe the Foundation a contribution of 0.027%, calculated on the basis of the uncapped wage for purposes of national insurance in the preceding year
- c. The Media federation collects this employer's contribution on behalf of the Foundation.

##### *Annual survey of salary details and employee numbers*

3. The employer is obliged to inform the Foundation each year of the company's SBI code, the salary details and the numbers of employees per collective labour agreement code in the month of January.

#### 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.

##### *Dispensation*

- 2a. The Committee / Board shall be authorised to allow deviations and exemptions from the application of provisions of this collective labour agreement in isolated and special cases, possibly subject to specific conditions, and for a maximum term of five years.
- b. An employer can only be granted dispensation in the event of special circumstances or if the situation at the employer's business (temporarily) differs to such an extent from what is customary in the sector that the employer cannot be required within reason to apply the provision of the collective labour agreement in full. Dispensation is granted for a specific period. The Committee / Board may attach (additional) conditions to the dispensation.

**c.** Applications for deviations and/or exemptions from provisions of this collective labour agreement in respect of the Disability Pension Scheme will be subject to the provisions of article 8.3 paragraph 5 of the collective labour agreement. Applications for deviations and/or exemptions from provisions of this collective labour agreement in respect of Pensions will be subject to the provisions of article 8.5 of the collective labour agreement.

**d.** An application for dispensation must be submitted in writing to the secretariat of the Committee / Board (PO Box 10240, 1100 AA Amsterdam).

The application must at least contain the following information:

- the applicant's name, address and email address;
- the date of the application;
- the applicant's signature;
- a detailed description of the nature and scope of the application for dispensation;
- the reasons for the application.

**e.** The secretary will send the applicant a confirmation of receipt within two weeks, which confirmation will also set out the procedure for dealing with the application.

In principle, the Committee / Board will discuss an application at its next ordinary meeting if the application was submitted at least two months before that meeting.

**f.** The Committee / Board may request the petitioner to provide further information or documentation. The application for dispensation will not be processed for as long as the requested details have not been provided.

**g.** The Supervision and Compliance Committee / Administration Board will not take a decision without giving the applicant the opportunity to be heard.

**h.** No later than six weeks after the discussion of the application, the secretary will send the decision of the Supervision and Compliance Committee / Administration Board by ordinary post or email to the applicant and to the members of the Supervision and Compliance Committee / Administration Board, stating the reasons for the decision and any conditions attached to it.

#### *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 Fund**

##### *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

- a. received by employees in the job category of Book and Magazine Publishing: 0.0833%
- b. received by employees in the job category of Newspaper Publishing: 0.09%
- c. received by employees in the job category of Newspaper Journalists: 0.04%
- d. received by employees in the job categories of General Interest Magazine Journalists and Opinion Weekly Journalists: 0.05%
- e. received by employees in the job category of Trade Magazine Journalists: 0.05%
- f. received by employees in the job category of Free Local Newspaper Journalists: 0.04%.

The Media federation collects this employer's contribution on behalf of the Foundation.

##### *Goals*

2. Of the money raised by the employers under paragraph 1 under a., the Media federation makes a 3/10th share available to the employers' organisation, destined for education and advice. The other funds raised by the employers shall be made available by the Media federation 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 Media federation shall transfer the collected contributions to the joint employee associations.

### **Article 19.7 Payment / transfer of trade union membership fees**

#### *Payment/deduction of trade union contribution through the work-related expenses scheme*

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 expenses 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 383.

## V PROVISIONS ACCORDING TO PROTOCOL

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### 1 GENERAL

#### P1.1 Trainee posts

Employers shall make trainee posts available for study programmes focussing on positions in the industry.

#### P1.2 Informal care

Employers are advised to take up their responsibility when receiving requests for flexible working and/or an adjustment of the working hours from workers with informal care responsibilities. Informal care leave forms part of the HR policy which means that employees can discuss informal care at company level. Agreements about informal care depend on the job and the circumstances concerned and they are therefore always made at an individual level, on a case by case basis.

Employee representatives are informed at least once per year about agreements made with regard to informal care.

#### P1.3 Gezond Speelveld (Fair playing field)

The joint study committee focusing on how to implement 'good commissioning practice' in the context of creating a fair playing field will continue its activities.

Aspects that will in any case be addressed in the study are:

- whether rates will be implemented for freelance activities
- creating more insight with Works Councils/Editorial Committees/RR in the rates implemented for the various types of freelance work
- the option for freelancers and sole traders to take part in education facilities and the development of a collective facility for these workers in relation to occupational disability benefits and pensions.

The extended study will also involve the report entitled *Onderzoek naar hedendaagse praktijk met betrekking tot het inhuren van zzp-ers en freelancers* ('Investigation into current practices with regard to hiring sole traders and freelancers') (final report of the Fair Playing Field Committee dated 23 July 2019); the *Leidraad Tariefafspraken zzp-ers* ('Guidelines on rate agreements with sole traders') of the Authority for Consumers and Markets (ACM); the recommendations of the Borstlap Committee (committee on 'regulation of work, future-proof employment law, social security and taxation') and the Social Affairs and Employment Minister's bill on self-employment.

The study committee will report in the course of 2021. The parties to the collective labour agreement will reach a decision on the basis of this report during the term of the collective labour agreement.

#### P1.4 'Equal treatment' study committee

A joint study committee will investigate the subject of 'equal treatment in the Publishing Industry' during the term of the collective labour agreement. The study will look at the remuneration of the company's employees, focusing on the remuneration of younger and older employees, of men and women and of activities carried out by employees in relation to digital and print products. For each area of study, the committee will determine its own subject and manner of investigation. As regards the investigations concerning the company's employees, the study will focus primarily on the alignment with and application of the salary structures in the collective labour agreement. Insofar as the investigation results give cause for this, the committee will make specific recommendations where possible. The committee will report in the course of 2021. The parties to the collective labour agreement will reach a decision on the basis of this report during the term of the collective labour agreement.

## **2. REGARDING THE BASIC PROVISIONS**

### **P2.1 Pension**

During the term of the collective labour agreement, a joint study committee will study alternative types of pension and the arrangements in the Pension agreement.

The study committee will report in the course of 2021. The parties to the collective labour agreement will reach a decision on the basis of this report during the term of the collective labour agreement.

## **3. REGARDING THE JOB CATEGORY-SPECIFIC PROVISIONS**

### **P3.1 Salary structure of the BTU job category**

During the term of the collective labour agreement, the WU will perform an analysis regarding the sufficiency of the current salary scales and the BTU salary scale will be benchmarked.

### **P3.2 Update of job classification systems**

During the term of the collective labour agreement, the parties to the collective labour agreement will start updating the job classification systems in the collective labour agreement.

## VI ANNEXES

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### **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 purpose of Working independent of time and place
- 5.2 paragraph 5 Making agreements about working from home
- 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 Preamble Agreements about sustainable employability
- 7.1 paragraph 4 Agreements about the facilities as regards the employability of employees

#### **B In local consultation with the trade associations involved in the collective labour agreements, unless it is agreed with the**

##### **trade associations involved that the 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      WORKING INDEPENDENT OF TIME AND PLACE** *(Article 5.2 of the collective labour agreement)*

### **1.      Definition**

'Working independent of time and place' comprises a large number of resources that make it possible for work to not always have to be carried out in the same location and within certain times. Examples of working independent of time and place are logging into the company network from home, making working hours flexible and having meetings over the telephone.

This means that working independent of time and place may also entail adjustments to provisions in the collective labour agreement or in terms and conditions of employment in respect of working hours, working overtime and working at irregular times.

This collective labour agreement features provisions on working independent of time and place in article 5.2.

### **2.      Application of working independent of time and place**

#### *General*

Working independent of time and place 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. Working independent of time and place 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 within the company for the management style to be used, the collaboration between the employees and for various types of working agreements. Constructive labour relations and trust between managers and employees and between individual employees are important preconditions for being able to move over to working independent of time and place.

### **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 working independent of time and place 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*

Working independent of time and place 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.

#### *Adjustment of occupational health and safety rules for working independent of time and place*

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 work is done independent of time and place, it is advisable that clear written agreements 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*

If work is done independent of time and place, 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 working independent of time and place. 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 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.

If work is done independent of time and place, 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 3 to 6 of the collective labour agreement shall be brought before the secretariat of the Committee / Board by the first party to take action, the parties jointly, or any persons or parties involved.

*Petition and statement of defence*

2. a. Such matters shall be brought before the Committee / Board by submitting a written explanation of the matter, stating reasons, and if necessary, a description of the resolution sought.

b. In cases where there is another party, the Secretary shall immediately send the other party copies of all documents submitted. The other party shall be authorised to provide its view of the matter brought before the Committee / Board in writing, within one month of the documents having been sent by the Secretary.

c. The Secretary shall immediately send copies of the reply or replies received to the party and/or any person(s) or party/parties involved that or who has or have brought the matter before the Committee/Board.

*Direct oral 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.

However, at the request of the parties or of any persons or parties involved, the Chair may offer the opportunity of reply and rejoinder; the Secretary shall ensure the immediate transmission of copies to the relevant parties.

The Committee / Board shall be convened as soon as possible to deal with the matter.

*Assisting or representing parties*

5. Each party, or any person or party directly involved, may be assisted by counsel or an expert. If necessary, they can be represented by a person who has been given a written power of attorney.

**Article 3 Decisions**

*Amicable settlement or binding advice*

1. If there is a dispute, the Committee / Board shall first investigate whether an amicable settlement between the parties is possible.

If a settlement is reached, the Secretary will record its substance in an official record if necessary. This official record will 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 Bedrijfstaksbureau (Business sector office for the Publishing Industry).

**Article 5 Confidentiality**

The members of the Committee / Board and the Secretary shall observe strict confidentiality as regards anything that comes to their attention in connection with any matters submitted to the judgment of the Committee / Board.

## **ANNEX 4            REGULATIONS OF STICHTING ARBEIDSONGESCHIKTHEIDSVORZIENING UITGEVERIJBEDRIJF**

*(Article 8.3 Section B of the collective labour agreement)*

### *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.
4. Employees whose job is assigned to a higher job level than the job levels which the salary structure applicable to the job category concerned relates to (Article 2.1.3a of the collective labour agreement) provided the employer has registered them collectively as such with the Foundation.

#### *Insured person*

**f.** Insured person: the participant.

#### *Annual wage*

**g.** Annual wage: The uniform wage definition ('**uniform loonbegrip**') is assumed. This is defined in the Dutch Uniform Wage Definition Act (*Wet uniformering loonbegrip*). This is the annual wage earned by the employee before becoming incapacitated for work.

- Capped annual wage: the annual wage capped at the WIA income threshold
- Uncapped annual wage: the annual wage without capping at the WIA income threshold

#### *Collective labour agreement*

**h.** Collective labour agreement: the collective labour agreement for the Publishing Industry.

#### *Articles of association*

**i.** Articles of association: the articles of association of the Foundation.

#### *Dutch Work and Income (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.

*Occupational disability benefit*

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.

*Insurer*

n. Insurer: Achmea Schadeverzekeringen N.V. operating under the name of Centraal Beheer, having its registered seat in Apeldoorn, the Netherlands.

*Insurance conditions*

o. Rights and obligations under the WIA for the Publishing Industry in the event of occupational disability starting on or after 1 January 2019.

*ZW*

p. Sickness Benefits Act (*ZW*): The Dutch Sickness Benefits Act.

*Entitlement to occupational disability benefits*

**Article 2**

1. The insurance conditions which form part of the insurance agreement shall apply in order to implement the master occupational disability insurance policies that the Foundation has taken out with the insurance company. In the event of occupational disability, the insured person will become entitled to occupational disability benefit in accordance with the provisions of the insurance conditions. In the event that these regulations conflict with the insurance conditions, the insurance conditions shall prevail.

2. Participants employed by companies which qualify as employers within the meaning of these regulations on a later date than the date of inception of this scheme and which have taken out an insurance policy with the insurance company can only claim occupational disability benefit as a consequence of occupational disability that occurred after this later date.

*Indexation of benefit*

**Article 3**

Benefit that is already being paid as well as benefit to which a conditional right has come into being will be indexed in accordance with the WIA benefit indexation, capped at 3%.

*Deviating provisions*

**Article 4**

Occupational disability benefit will not take effect until two years after the date when the benefit pursuant to the Dutch Work and Income (Ability to Work) Act (*WIA*) takes effect.

*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.

*Transfer 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. The employer is under the obligation to provide the information that the insurance company needs in order to establish the contribution owed by the participant, but to be paid by the employer, as referred to in paragraph 1. Such information shall be provided at the times, in the manner and for the time periods established in the insurance conditions.
3. No entitlement to benefit exists if an employer has failed to register an employee for the insurance or has failed to register them in good time.

*Changes*

**Article 7**

The board can change the occupational disability scheme described in these regulations if any amendments are made to laws relevant to the scheme.

*Matters not provided for*

**Article 8**

The board, in conjunction with the insurance company, shall decide on any matters not provided for by these regulations or the insurance conditions.

*Effective date*

**Article 10**

These regulations took effect on 1 January 2019.