PROTECTION AND PROSPECTS OF UPHOLDING LABOUR RIGHTS OF JOURNALISTS AND MEDIA WORKERS

COMPARATIVE ANALYSIS



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Introduction: About the importance of the topic

From a legal perspective, labour rights of journalists and media workers are included in the basic legislation at the national level which governs labour rights, or more precisely, the rights stemming from employment. Consequently, there would be no particular reason to distinguish the labour rights of journalists and media workers as a separate category. On the other hand, the role of the media as a means of public information and providers of information of public interest is of exceptional importance in any democratic society, particularly because the nature of the occupation itself may impact their position in media organizations, bearing in mind the numerous pressures and stresses that journalists are exposed to when practicing their profession. Those pressures may come from numerous actors: politicians, advertisers, the public, but also from the owner and the media outlet managers, the journalists' colleagues or other individuals and groups. Such pressures, in practice, may affect or trigger a series of violations of labour rights, but also of the professional dignity of journalists and media workers, which are guaranteed by the existing laws and legal norms.

An additional issue in this profession is that a large proportion of journalists do not have permanent employment contracts, meaning that they do freelance work (gigs) for several media outlets and, consequently, are not entitled to the protection and rights guaranteed by the legislation on labour relations. However, due to the nature of their work, these people are inextricably linked to the key production process in the media as the only organizations that provide work or employment to journalists, which is the reason why they need to be supported to uphold their labour rights and assignments.

The special Law on Media in the Republic of North Macedonia regulates the functioning of the media, and in addition to other matters, it also regulates some of the aspects of employment and the professional position of people employed as journalists. However, a major issue is that this law does not recognize the employees in online media outlets (portals) as journalists, which means that the protection provided by the law regarding some of the specificities of the profession does not extend to these persons. In addition, despite recognising the employees hired on a freelance basis by the (traditional) media as journalists, no special protection provisions extend to them, meaning that if a permanently employed journalist is protected by the legal provisions against termination of employment, an employee hired on a freelance basis is not protected, i.e. the employer may terminate the employment without any particular reason.

Finally, the possibility of a journalist working on a freelance basis, that is, without a permanent employment contract, should not be completely excluded in the field of public information - a journalist, who has regulated his/her employment as a freelancer, or in a certain media outlet (as his/her main job), may occasionally collaborate with other media outlets on subject matters that he/she has specialized knowledge in, and assignments that the media outlet does not need permanent engagement for. The limitation to this right of the journalists may be interpreted as a limitation of the right to public information, but it is important to emphasize that the freelance work of journalists (gigs) must not be abused as a legal option in order to employ journalists who have an ongoing volume of daily duties and assignments, as well as specific working hours, in the media outlet.

The challenge posed, both to the proponents for the advancement of labour rights of journalists and media workers, as well as the legal experts, is how to keep the complexity and freedom of this profession, while at the same safeguarding the legally guaranteed protection of the journalists' dignity and rights.

In order to respond to this challenge, the Independent Union of Journalists and Media Workers and the RESIS Institute requested a legal analysis of the legislative frameworks of several countries, from the point of view of the protection of the labour rights of journalists and media workers. The main criterion in the selection of the countries to be included in the analysis were the similarities in the development of the socio-political and legislative environment in which media outlets operate, as well as the positive experiences of some of the EU-member countries regarding the protection of labour rights in journalism.

Serbia and Montenegro were selected as countries from the region, as well as Croatia, which, apart from being a member of the European Union, had a similar trajectory in the development of the legislation governing journalism. Denmark is analysed as a representative of the other member-countries of the European Union, as a country where the advancement and upholding of the labour rights has been to a great extent achieved as a result of the efforts of the unions, along with France - as an example of a country where the legislation also protects the rights of the special categories of workers.

1. Protection of individual rights

1.1. Overview of the general legal provisions related to the labour rights of journalists and media workers

A. Serbia

The basic law that regulates employment and the rights derived from employment in the Republic of Serbia is the ***Employment Act*** (Labour Law)[1]. This is the *lex generalis* (general act) that applies to any employee in the Republic of Serbia, unless otherwise stipulated by the acts (*lex specialis)* that regulate the specific jobs and assignments.

The Employment Act which is in force in the Republic of Serbia, distinguishes between two types of relationships between the employee and employer: (regular) employment, i.e., concluding an employment contract for a fixed or indefinite period of time for the performance of a set of precisely defined assignments[2]; and "a (temporary) service contract", i.e. hiring a person to do temporary and occasional jobs, for a particular assignment or service, for professional training and development, or temporarily hiring a person who already has full-time employment with another employer[3].

While "traditional" employment does not differ substantially in terms of the rights and obligations between the employee and the employer, the differences between the other, "non-traditional" types of employment are quite interesting.

The *Contract for temporary and occasional works*, regulates the possibility for the employer to hire an employee to perform activities which are of such nature that they do not last longer than 120 working days in a single calendar year. At the same time, the law limits the employer to only be able to hire a person belonging to one the following categories:

- unemployed persons;
- persons employed part-time, up to full time;
- beneficiaries of old-age pension, or
- members of a youth or student cooperative (according to the provisions of the Law on Cooperatives)[4].

Unlike the *Contract for temporary and occasional work*, the legislator does not limit the employer in terms of which person is eligible for employment with the "Service Contract"[5]. However, what is limited is the subject of the contract. The Service Contract is signed exclusively when it is necessary to undertake work that is outside the regular scope of the employer's operation, and it includes independent delivery or undertaking of certain activities and independent delivery of certain physical or intellectual work.

A Service Contract may be concluded with a person performing artistic or other activities in the area of culture, in accordance with the law and, if it exists, in line with the special collective agreement for persons that independently perform activities in the area of art and culture.

1 Employment Act, Republic of Serbia, Official gazette no. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017
2 Article 31, Employment Act, Republic of Serbia
3 Chapter XVIII, Special Provisions, Work outside of employment, Articles 197 through 202, Employment Act, Republic of Serbia
4 Articles 197 and 198, Employment Act, Republic of Serbia
5 Article 199, Employment Act, Republic of Serbia

The Contract for professional training and development[6] may be concluded for the purpose of completing an internship, that is, for the purpose of taking a professional exam, if such an exam is stipulated as a special prerequisite to undertake independent work in the profession in accordance with the law or a bylaw. The employer may provide the person with whom he/she has concluded a Contract for professional training and development with a monetary compensation and other benefits in accordance with the law, a general act, or the Contract for professional training and development. The monetary reward from this contract shall not be considered as earnings in terms of the Employment Act.

An employee who works for an employer full-time, may sign a *Contract for additional work*[7] with another employer, but up to one third of the full-time working hours at the most. This contract also regulates the right to a monetary compensation and the other rights and obligations that arise from the employment.

In addition to the Employment Act, which regulates the direct employment between an employer and an employee, the forms of intermediary employment are also subject to regulation. The *Law on Agency Employment*[8] regulates the rights and obligations of employees who enter into an employment contract with a Temporary Employment Agency which in turn hires out the employee's services to third parties - their own clients (user undertaking).

The Temporary Employment Agency occurs as the employer of the person's whose services are required by another user undertaking, for the purpose of temporary work, under the supervision and management of the user undertaking[9].

The employment relationship of a person contracted through a Temporary Employment Agency may be for an indefinite or a fixed period of time. If the employee signs a contract for an indefinite period of time with the Agency, the duties and obligations that the employee can perform for the user undertaking are regulated in the employment contract, along with a consent form that the employee consents to do work for the user undertaking when asked by their direct employer – the Temporary Employment Agency. The employee may also sign a fixed-term contract with the Agency, for the period of duration required by the user undertaking needs. The specified time must not exceed a period of 24 months, as determined by the Employment Act[10].

The law imposes other restrictions to the employers:

- The total number of fixed-term employees hired-out by the Agency to a user undertaking may not exceed 10 percent from its total number of employees on the day of signing, or on the day of amendment of the contract for hiring out employees11;
- The period during which a worker who has concluded a fixed-term contract with the Agency is hired-out to a client must not exceed 24 months, according to the Employment Act;
- The Agency may not hire-out an employee with whom it has concluded a contract for a fixed period of time to work for a user undertaking where the employee was previously employed for a fixed period of time, directly or through the same or another agency, in a total duration of more than 24 months, save for exceptions when a longer duration is allowed in accordance with the law[12].

6 Article 201, Employment Act, Republic of Serbia
7 Article 202, Employment Act, Republic of Serbia
8 Law on Agency Employment, Official Gazette of the Republic of Serbia no. 86/2019
9 Article 2 para.1, Law on Agency Employment, Republic of Serbia
10 Article 16, Law on Agency Employment, Republic of Serbia
11 Article 14, Law on Agency Employment, Republic of Serbia
12 Article16, Law on Agency Employment, Republic of Serbia

In case of non-compliance with these restrictions, or in case the employee remains working for the Agency's user undertaking for at least five days after the expiration of the period that he was assigned for, he/she will be considered to have established an employment for an indefinite period of time with the Agency's user undertaking[13].

Employees hired out through an agency have the same employment rights as the persons employed directly by an employer. These rights govern both the amount of the salary and all the other rights additionally arranged by the user undertaking). If the employer (user undertaking) does not have another employee in the same position as the hired-out worker (the employee hired through an agency), then the salary that he/she is paid must not be lower than the basic salary of any employee at the same level of professional training[14].

B. Montenegro

The law regulating the basic labour rights in Montenegro is the ***Labour Law***. This legal text comprehensively regulates the foundation of employment and the rights and obligations of workers and employers.

Therefore, the Labour Law, in addition to the different types of employment and the contracts that do not constitute employment, also regulates the temporary employment agencies and the rights and obligations pertinent to the workers who have concluded an employment contract with these agencies.

What stands out about this legal text is the very specific and limited regulation of the possibility to conclude and extend fixed-term employment contracts. As an exception, the parties may enter into an employment contract for a certain period of time, the termination of which is determined in advance by a deadline, upon completion of a certain task or when a certain situation occurs. The employee and the employer may conclude one or more fixed-term contracts, with or without breaks, but not for a duration longer than 36 months, and in case any of the breaks last less than 70 days, they shall not be considered a break and shall be calculated towards the 36-month period. It is particularly important to note that the period of time when a person was temporarily hired out to a user undertaking through an agency shall be calculated as part of the break.[15]

The law regulates employment for fixed periods and indefinite time, probationary work, work outside of the employer's premises (work from home and remote work), work under special conditions (with a previously determined health status and ability to undertake the specific tasks by a competent authority, in accordance with the law), contracts for domestic work, contracts for work with foreigners, internship contracts.

Based on the contracts that regulate the employment relationship, three separate types of contracts or types of work are distinguished:

- *Contract for temporary and occasional work*[16]. With this type of contract, the employer is given the opportunity to hire a person who is registered as unemployed in the records of the Employment Service Agency to undertake certain tasks which are not stipulated with the act on internal organization and systematization of workplaces and which do not require special knowledge and expertise, and are of such nature that they do not last more than 120 days in a calendar year.

13 Article 16, para. 3, Law on Agency Employment, Republic of Serbia
14 Article 18, Law on Agency Employment, Republic of Serbia
15 Article 37, Labour Law of Montenegro
16 Article 200, Labour Law of Montenegro

- *Contract for employment in educational institutions*[17]. Educational institutions have the right to enter into an employment contract with a person that participates in the implementation of the work process in the educational institution for a period lasting less than a school, i.e. academic year, in accordance with the law and the institution's internal acts.
- *Contract for additional work*[18]. Any worker that has full-time employment with one employer, may sign a contract for additional work with another employer, for up to half of the volume of full-time work.

Within the period of duration of the special contracts, workers shall have the right to health and pension insurance, and the employer is obliged to keep the appropriate records related to these contracts.

One significant difference compared to our legislation is that the employment through temporary employment agencies is regulated by the Labour Law[19] rather than a special law. The temporary employment agency acts as an employer, who concludes an employment contract with the employee for the needs of the agency client (user undertaking) for a fixed period of time. The employment relationship between the agency and the employee may be concluded for a fixed term or for an indefinite period of time.

In order to hire out the employee, the agency and the user undertaking sign an agreement, and then the agency has the obligation to inform the employee about the content of the agreement in relation to the work assignments, the risks of the specific workplace related to health and safety at work, as well as to prepare or train the employee to work at the specific workplace, unless the agreement states that this kind of training shall be undertaken by the user undertaking.

The agency shall be obliged to pay the agreed compensation to the employee for the work performed for the user undertaking, even in cases when the user undertaking is late in paying its obligations to the Agency, and then has the right to collect those funds from the user undertaking.

C. Croatia

The basic law regulating labour relations in Croatia is the **Labour Act**[20]. The law regulates the rights and obligations of workers from the moment the job advertisement is posted to the termination of the employment.

One significant protection provided by this Law is the prioritization of permanent employment (indefinite employment contract) - that is, the provisions that regulate that any employment contract shall be typically concluded for an indefinite period of time, unless otherwise stipulated by law. A fixed-term employment contract may be concluded as an exception, for the purpose of regulating an employment relationship the duration of which is determined in advance for objective reasons.

A fixed-term contract may last up to three years, and within that period the employee and the employer can sign up to three contracts, with or without breaks, which may not be longer than three months. Upon the expiry of these three years, the employee and the employer may enter a new fixed-term employment contract only after the expiry of an additional six months.

17 Article 201, Labour Law of Montenegro
18 Article 202, Labour Law of Montenegro
19 Section 5 of the Labour Law of Montenegro
20 Labour Act, Croatia

An exception to the limitation on the total duration of the contracts is the possibility that the fixed-term employment may last longer than three years in the following cases:

- If it is necessary to replace an employee who has taken a temporary leave of absence;
- If it necessary to complete the work on a project which includes EU funding, or
- If any other objective reasons have occurred, which are provided for in a special law or with a collective agreement.

The law regulates the work outside the employer's premises[21] (work from home or remote work), which may be regulated as permanent work, occasional or temporary work, agreed upon by the employee and the employer. The subject of work outside the employer's premises may be any type of assignment, apart from the ones that are specified by law as work where, even with the implementation of all the measures for protection of the health and safety at work, it would not be possible for the employee to be protected against harmful influences.

Finally, the law establishes that in case of a state of emergency, which has occurred as a result of an epidemic, earthquake, flood, environmental incident and similar phenomena, the employer, for the purpose of continuing the work and protecting the safety and health of workers and other persons, without amending the contract, may arrange for the employee to continue doing his/her work outside the employee's workplace.

Croatia's Labour Act also envisages the possibility for any full-time employee to enter a *contract for additional work*[22] with a new employer, which may not exceed 8 hours per week. As an exception, if the working hours of the additional work are considered to be irregular, the weekly working hours may exceed 8, but not 16 hours, including overtime hours, in accordance with the law. The employee is obliged to be careful not to have the regular and additional work overlap, and in case of a change in the working hours, to harmonize the working hours in favour of the employer/employers with whom he has a regular employment relationship within three days.

With the changes to the Law adopted in 2022, amendments were also introduced that refer to *work done on digital work platforms*[23], which have been in force in Croatia since 1. 1. 2024. Digital work platforms are a relatively new way of work, where the job seeker is connected with the client through a specific platform such as a website or mobile application. In addition to digital platforms, the law also introduces the term aggregator - an agent or intermediary for one or more digital platforms. The worker shall be employed either by the digital work platform or by the aggregator, and the way of doing the work is regulated in an agreement between the employer and the user.

Before commencing operations, digital platforms and aggregators must be registered in the Registry which is kept in the relevant records of the Ministry of Work, Pension, Family and Social Policies and the Labour Inspection. Upon registration, and once they start work, they may sign employment contracts with employees. Neither the digital platform nor the aggregator may charge the worker a fee for their role as intermediaries.

In case the digital work platform or the aggregator conclude a service contract with a natural person, and the requested service, according to its nature and type, as well as the authorizations of the platform/aggregator, has the features of work that requires an employment contract, the contract shall be considered to be an employment contract, unless proven to the contrary. By exception, the presumption of an established employment relationship shall not refer to a natural person who has not received an income higher than 60 percent of the gross amount of

21 Article 17
22 ?Article 18a, 18b and 18c
23 Article 221 a-p

three monthly minimum wages by working on the platform/aggregator within any trimester of the calendar year. The burden to prove the non-existence of the presumption of employment is on the platform/aggregator.

The concept of ***temporary employment***[24] is also included in the Labour Law in the Republic of Croatia, and there is no additional law that governs it. A temporary employment agency [25] acquires the right to work upon registering and entering in the relevant records of the Ministry of Work, Pension, Family and Social Policies and the Labour Inspection. The agency must not charge the employee a fee for job mediation.

Temporary employment, in accordance with this law, is carried out in such a way that the temporary employment agency occurs as an employer, who, based on a contract, hires out workers to another client (user undertaking) for a certain period of time. The worker, who is assigned to work for the user undertaking may sign a fixed-term or indefinite employment contract with the agency, depending on their mutual agreement.

The employment contract between the employee and the agency regulates the worker's protection rights[26] against termination of employment. Consequently, the agency is obliged to pay a salary to employees for an indefinite period of time while they are not hired out to work for a user undertaking, as well as to compensate fixed-term employees whose engagement with the user undertaking expired prior to the set time, as a result of the user not needing the services.

The salary and other working conditions of the employees must not be set at an amount lower than the salary and the other working conditions of the workers directly employed by the user undertaking, doing the same assignments as those done by the hired-out employees. The duration of the employee's hiring out must not exceed the time determined for fixed-term work in accordance with this law, i.e., three years, or more as an exception, if the conditions stipulated by the law are met.

D. Denmark

The system of labour relations regulation in Denmark is based on several laws, which are usually consolidated into a single law in the other countries subject to this analysis:

1. *The Law on Employment Contracts*[27], which regulates the employment, duration of work, overtime compensation, leave compensation, etc. With this Law, Denmark adapted its legislation to the EU Directive on Transparent and predictable working conditions, and it came into force starting from 1.7.2023. Among some of the most significant changes are the inclusion of workers working up to three hours a week (average of 4 weeks), in contrast to the previous inclusion of workers working up to 8 hours a week, as well as the inclusion of "stand-by" workers, i.e. workers who do not have established working hours in advance.

2. *The Law on the Legal Relationship Between Employers and Employee*s, which regulates the right to termination of employment and certain benefits that arise from the employment relationship, as well as the workers' right to organize themselves for the purpose of enhancing their income and improving the work environment.

24 Article 44-52
25 Article 44
26 Article 46
27 https://gorrissenfederspiel.com/en/new-danish-employment-contracts-act-enters-into-force-on-1-july-2023/

3. *The Law on Organising and Supporting Work-related Activities*[28], which stipulates the obligation to organise and manage employment in accordance with the Active Employment Measures Act, the Active Social Policy Act, the Sickness Compensation Act, the Act on Compensation for Persons with Disabilities in the Work Process, as well as the Integration Act. This Law, also, sets an IT support framework for job-seeking, notifying about and sharing employment opportunities related information. Other acts are the Acts on Fixed-term Employment, which applies the principle of non-discrimination and creates a framework for protection against abuse which may occur when contracting several consecutive fix-term contracts are signed[29], as well as the Employment Contract Act, which regulates the process of establishing employment and the minimum provisions of the contract[30].

The Basic Law in relation to labour relations in Denmark is the Law on the ***Legal Relationship between employers and employees***[31]. What is typical of Denmark is that the law does not include all workers, that is, it explicitly states that it does not include the state administration employees, seafarers, artists, musicians and performers, as well as pupils and students.

The fact that it is stipulated in the law itself (Article 1) that it also includes fixed-term employees, noting that the conclusion of multiple consecutive fixed-term employment contracts can only occur if such extensions occur due to objective reasons, is of particular significance. Employment contracts are treated as contracts with a precisely defined duration, a precisely defined assignment that needs to be undertaken, or an accurately determined event that the contract is signed for.[32]

The protection against termination is, also, regulated in a way that provides greater protection to the employee, that is, the notice period depends on the employee's seniority (up to three years - 1 month notice period, up to a six-month notice period at the most)[33].

E. France

Labour relations in France are regulated in a separate Labour Code[34] which covers a large number of the issues related to labour relations: the social dialogue, individual rights and obligations from employment, collective negotiations, working hours, salary, right to a share of the profits, involvement of workers, health and safety at work, employment and employment relationship, lifelong learning, provisions that refer to the labour relations pertinent to special professions and provisions for supervision of the implementation of the law.

The Labour Code includes full-time, fixed-term and indefinite-time workers, as well as employees that work from home, workers that do occasional work, workers hired through external agencies but who work for the same employer for at least one year, as well as temporary workers.[35] Journalism is one of the professions governed by special provisions.

The law contains a provision for presumption of employment - that is, any contract through which a company provides the services of a professional journalist for a certain fee, shall be

28 https://www.retsinformation.dk/eli/lta/2014/1482
29 https://www.retsinformation.dk/eli/lta/2003/370
30 https://www.retsinformation.dk/eli/lta/2008/460
31 https://nalunaarutit.gl/Groenlandsk-lovgivning/2013/L-11-2013?sc_lang=da
32 Article 1
33 Article 2
34 https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006072050/LEGISCTA000006112874/#LEGISCTA000006112874
35 ?Article L-1112 French Code

treated as an employment contract. This presumption applies regardless of the method or amount of compensation, as well as regardless of the name of the contract itself.[36]

The law provides for different notice periods, depending on the employee's seniority. For example, the notice period has a duration of one month, if it applies to a person with up to 3 years of service, while when it comes to a person with more than three years of service the notice period shall be 2 months. If the employee has more than 2 but less than 3 years of service, the general rule of law will apply, according to which an employee that has more than two years of service, has the right to a notice period of 2 months.[37]

If the termination is initiated by the employer, the employee has the right to a severance payment, which may not be lower than the amount of the last salary for each year of service, up to a value of 15 salaries.

If an employee with more than 15 years of service is in question, an arbitration commission shall be established to determine the amount of compensation. In case the commission determines that the termination of the employment occurs due to a serious mistake or a series of mistakes, it may impose a reduction or even non-payment of the severance. The decision of the arbitration commission is binding, and it is not subject to the right to appeal.

When the termination of the employment comes at the request of the employee, the same conditions shall apply if the termination is requested due to:

1. Transfer of the newspaper or periodical,
2. Termination of the newspaper or the periodical for any reasons,
3. A significant change in the character or direction of the newspaper or periodical, if such a change may pose a threat of infringing the employee's honour, reputation, or his/her moral views in general; In such cases, the employee shall not be obliged to comply with the notice periods.

For any performed work which is not governed by an employment contract, a separate compensation shall be paid[38]. Media outlets have the obligation to pay compensation to employees in accordance with the provisions of the Law on Intellectual Property for each commissioned or accepted task, regardless of whether the work would be published or not. However, if the work was performed by a person employed by the media and within the scope of the employment contract, the compensation is, in fact, the salary. Regarding the amount of the salaries, as well as the other rights arising from the employment, once again, the law stipulates the obligation for collective bargaining every five years.[39]

36 ?Article L-7112-1 through Article L-7112-5
37 Article L-1234-1
38 Article L-7113-1 through L-7113-4
39 Article L-2241-1

2.2. Overview of the special provisions arising from the employment relationship that govern the individual rights of journalists and media workers

A. Serbia

The special labour rights and obligations for journalists and media workers in Serbia are regulated with the ***Law on Public Information and Media***[40]. These rights are singled out in a separate section of the Law: VIII - Journalists' right to work and work-related rights, editors, professional associations of journalists and representatives of foreign media.

The law guarantees the *journalist's right to publish claims, as well as to express his/her own views and opinions*, through the provision that a journalist may not have his/her employment terminated, his/her agreed earnings or compensation reduced, nor be at a disadvantage in any other way for publishing a true claim, expressing an opinion, or expressing a personal opinion, or for having an position outside of the media outlet. The journalist is also protected against dismissal and against a violation of the rights specified above in case he/she refuses to comply with an order that would violate the legal and ethical standards of journalism.[41]

Journalists are also guaranteed the right to *authenticity of the article (news item)*[42]. The journalist has the right to sign the material published in the media outlet with his/her first and last name, initials or pseudonym. The journalist must provide consent in order to have his signature placed on materials edited by the editor.

The law guarantees the journalist *the right not to reveal the source of information*, except in situations when data related to criminal offences that are subject to at least 5 years of imprisonment is in question, unless the data on the specific offense may not be obtained otherwise.

In accordance with the Labour Law, the employer is obliged to prepare a *schedule of working hours*[43] for all the employees, and to communicate it no later than 48 hours in advance. In case of an urgent need, the employer may change the work schedule over the course of the working day for the upcoming days, in case of unforeseen circumstances or events that cannot be prevented or avoided, provided that the employee is provided with a daily rest in accordance with the Labour Law. Although the notification about the changes may be communicated verbally due to the urgency of the action, the employer is also obliged to prepare a written notification about the change within 24 hours.

In accordance with the provisions of the Labour Law, an employer may introduce a *"stand-by" mode of work*[44]. This mode may not last longer than four hours a day, i.e. twelve hours a week. Furthermore , those workers who work overtime or workers who are working according to a re-arranged schedule may not be put in a stand-by mode at the same time.

The employer is obliged to pay compensation to the employee for each hour spent in stand-by mode, in the amount of 10 percent of the value of the employee's working hour. This amount can be set higher through an act of the employer, a collective agreement, or the employment contract.

40 Official Gazette RS ("Sl. glasnik RS"), no. 92/2023
41 Article 56
42 Article 57
43 Articles 59 and 60
44 Article 61

Journalists are also guaranteed the right to disconnect (be unavailable for communication)[45]. The employee has the right, for the duration of the weekly and annual leave, not to respond to the communication of the employer, regardless of the mode in which it was sent (telephone, electronic message, etc.), unless extraordinary circumstances referring to an area that the employee covers occur in the country during the absence (a crisis, a state of emergency, a state of general danger to the health of citizens etc.).

The editor is also entitled to protection[46]. He/she has the right to refuse to comply with an order that would have consequences to his/her employment and earnings.

B. Montenegro

Although in Montenegro the employer's intention is to regulate the protection and labour rights with the Labour Law, the ***Law on Media*** is the act that the regulates all the additional rights and additional protection of the journalist's employment. The law contains one general provision invoking the general work regulations[47] (i.e.: the Labour Law), and several specific provisions that protect journalists against the consequences to their employment, which are outlined below.

A journalist is *protected against consequences to their employment* in case he/she refuses to commit a violation of the law and the Code of Ethics[48]. This means that a journalist has the right to refuse to draft, write or participate in shaping any media content which is against the law and the Code, the reason for which need to be elaborated in writing to the editor-in-chief.

A journalist has the right *not to reveal the source of the information*[49] obtained during the collection, editorial processing, or publication of certain content, except upon a request of a public prosecutor, in in the event that it is necessary to protect the interests of the national security, territorial integrity and public health.

Protection from liability for damages if due journalistic diligence has been conducted. The founder of the media, the editor-in-chief and the journalist shall not be liable for damages if they conducted due diligence, i.e. if the material that caused damage to someone:

- was truthfully reported from a discussion at a session of a body of the legislative, executive, or judicial authority, a body of the state administration and a body of the local self-government, or from a public gathering, or is contained in the acts of the bodies of the state administration, i.e. the bodies of the local self-government, the public institutions, and any other legal entities with public authorisations;
- is of public interest and is reported as a quote from another media outlet or published as part of an interview, unless parts of the quotes or interviews contain obvious insult or defamation; and
- is based on information that the journalist and the editor-in-chief had good reason to believe was complete and accurate, and there were reasonable grounds to believe the public would benefit from it.

When determining whether there is liability, the court shall take into account all the circumstances of the case, and in particular the method, form and time of presenting the content, the reasons for the immediate publication, as well as whether the damage would have occurred if the content had not been published.

45 Article 62
46 Article 63
47 Article 29, Media Law of Montenegro
48 Article 28, Media Law of Montenegro
49 Article 30, Media Law of Montenegro

C. Croatia

The Media Law of the Republic of Croatia does not only contain a few provisions on the rights of journalists in employment, but an entire separate chapter – Journalists' Rights. This chapter refers to regulating the rights and obligations of journalists and gives a comprehensive outline on how the rights and obligations of all concerned parties within the media are arranged, but also emphasizes certain rights which are non-negotiable and whose protection envisages court proceedings[50].

The law stipulates that within 6 months of its founding, every media outlet is obliged to adopt a *Statute*[51] *establishing the relationships between the publisher, the editor-in-chief and the journalist and their mutual rights and obligations*[52]. A statute is an act which is jointly adopted by the publisher and the journalists' representative elected by a majority vote of the journalists employed in the media outlet. Unless the Statute is adopted within 6 months, the journalists' representative may request that the Statute be adopted within three months, through an arbitration body composed of an equal number of representatives of editors' associations and journalists' associations.

Protection of persons who are not employed[53]. The law stipulates the obligation of the Publisher to sign a contract with any person who is hired to draft journalistic piece in accordance with the legal provisions and the Statute of the media, which, among other things, shall also regulate their copyrights[54]. What is meant by "journalistic piece" is also regulated: a report, an account, a commentary (a note or review, chronicle, article, review), critique, caricature, essay, interview, reportage (travelogue, record, feature), headlines and announcements, whether in the form of text, speech, image or as an online product. Specialist jobs and genres, such as an editing, photography, photo news, photo reporting and photo caricature are also considered as journalistic pieces.

Journalists' right to express their own position[55]. The Media Law also regulates the journalist's right to express their own position on any event, phenomenon, person, object, or profession, protecting them against any repercussions imposed by the employer because of the position taken. Namely, a journalist must not have his/her work contract terminated, his/her salary reduced or his/her position in the editorial office altered, i.e. he/she may not be demoted, not can the payment of the agreed compensation or part of the compensation be reduced due to them taking a certain position.

In the event that the journalist initiates court proceedings due to a violation of his/her labour rights related to the fact that he expressed his/her own position, the burden of proof in the procedure falls on the publisher. This means that the journalist only has the obligation to prove that the violation occurred (the contract was cancelled, or a fine or warning was issued, etc.), while the publisher has the obligation to prove that the incident is related to some other behaviour on the part of journalist, and not to the expression of a personal position.

50 Chapter IV – Rights and obligations of journalists, Media Law
51 Article 26 of the Media Law
52 In addition to regulating the relationship between the publisher, the editor and the journalists, the Statute is particularly significant because it also establishes the manner of including journalists in the procedure of appointing and dismissing the editor-in-chief, the freedom of work and the responsibility of the journalist, as well as the conditions and the procedure by which the editor-in-chief and other editors have the right to resign with an appropriate severance package in the event of a change in the media ownership or editorial structure, which leads to significant changes in the programming or media content (i.e. the Conscience Clause).
53 Article 27 of the Media Law
54 Article 26, paragraphs 5 and 6 of the Media Law
55 Article 27 of the Media Law

The journalist's right to refuse to comply with an order[56]. The law also provides protection for the journalist in situations where he/she is asked to draft, write, or otherwise participate in an article, the content of which is against the rules of the profession of journalism and its ethics. If this is required of him/her, the journalist should notify the editor-in-chief in writing and must not undergo any consequences or an infringement of his/her rights for refusing to undertake such an assignment. The law provides the same judicial protection for this journalist's right, as in the cases where journalists' rights are violated due to them expressing a personal position.

Protection of the author's reputation[57]. If the material submitted by the author-journalist has been altered during the editorial processing, that material may not be published without the prior consent of the journalist. Otherwise, the responsibility rests with the editor-in-chief, and the journalist-author has the right to demand compensation for damages.

Protection of the source of information[58]. This provision protects the journalist, but also the editor-in-chief, the editors, and contributing authors who are not journalists, from revealing the data about the source of information. Before they publish this type of material journalists have an obligation to notify their editor-in-chief following a procedure established in the Statute. In that case, the provisions for the protection of the source of information also apply to the editor-in-chief. Exceptions to this right are, of course, the protection of the public interest, the national security, territorial integrity, and the protection of public health.

The court may require from the journalist to reveal data about the source, but only if it is necessary for the protection of the public interest, when it comes to particularly significant and serious circumstances and when it is indisputably established that: a) there is no other reasonable alternative measure to find the data about the source of the information, or when the competent institutions already attempted the alternative measure, and b) the legally based public interest in revealing the data about the source of information clearly prevails over the interest in protecting the source of information.

D. Denmark

In Denmark, there is no special law that regulates the rights of journalists arising from employment[59], but labour rights, in the area of journalism, like in any other professional area in Denmark, are regulated by ***collective agreements.***[60]

Denmark has a relatively high degree of independence and stability in the working status of journalists, which is the result of:

1. the actions of a very strong journalists' union, which represents nearly all Danish journalists and which is very successful in providing high incomes and good working conditions for its members, and

2. the Danish national welfare model, which provides journalists and media workers with high flexibility in their work and income security[61].

56 Article 28 of the Media Law
57 Article 29 of the Media Law
58 Article 30 of the Media Law
59 Denmark does not have special legal provisions for the employment rights of journalists. The Media Responsibility Law is shaped by the Media Council, which makes decisions according to the Code of Ethics. For any other rights and obligations, the existing general laws apply, in particular the collective agreements.
60 https://journalistforbundet.dk/
61 C4: Journalism profession:https://www.diva-portal.org/smash/get/diva2:1559284/FULLTEXT01.pdf

The Danish Union of Journalists[62] is a union of journalists, media workers and people who work in the area of communications. Currently, the union has more than 18,000 members, who are employed, or work freelance[63] as journalists, photographers, cartoonists, TV producers, directors of documentary films and series, people working in communications and other professional categories.

Regarding the functioning of the Danish Union, the following two aspects are particularly characteristic:

1. The union has made agreements with several employers, and each of these individual collective agreements is available for the worker to familiarize him/herself with the content before becoming a member. The collective agreements, in addition to establishing a favourable working environment, also regulate *the salary, paid vacations, the payment of contributions for PIF and the maternity (and parental) leave;*

2. The union has concluded collective agreements with the employers not only for the permanent employees, but also collective agreements that apply to freelancers.

E. France

The Code of Labour Relations of France includes professional journalists, as well as the people who hold an equivalent position according to this law.[64] A professional journalist is defined as a person whose main, regular paid activity is performing their profession in one or several daily or periodical press, or publishing companies, or press agencies, which also constitutes their main source of income.[65] A correspondent, regardless of whether he/she works on the territory of France or abroad, shall be considered a professional journalist if he/she receives a precisely determined remuneration and if his/her work meets the conditions specified in the definition of a professional journalist. Editorial team members, editors-translators, stenographers, proof-readers, cartoonists, photojournalists are also considered to be professional journalists. Those journalists who do their profession in one or more companies, who publish electronic publications, also have the status of professional journalists. An exception to this are the marketing agents and those who only occasionally cooperate with the media outlet.

When a journalist, or a person associated with journalism, is hired by a media outlet, he/she must be provided with a copy of the Code of Ethics within three months of the adoption of the code by the company or agency.[66]

Journalists introduce themselves to third parties with a journalist ID card to prove their professional identity. The law provides for the possibility of granting such cards to individuals that used to be professional journalists, in the form of honorary ID cards.[67] The abuse of these cards is punishable by two years of imprisonment and a fine of 3,750.00 euros.[68]

62 https://journalistforbundet.dk/
63 freelancers
64 Article L-7111-1
65 Article L-7111-3
66 Article L-7111-5
67 Article L-7111-6
68 Article L-7114-1

2. Protection of collective rights

A. Serbia

The law upholds the journalists' right to professional association, that is, to freely establish their associations[69] according to the Law on Associations. The Association of Journalists has a legal interest in intervening in labour disputes involving a member of their association, unless the member objects to such an involvement.[70]

B. Montenegro

The right to join a union is guaranteed by Montenegro's Labour Law[71]. In addition, the definition of non-discrimination based on the same law recognizes membership in a trade union or another type of organization as possible grounds for discrimination and it explicitly forbids it[72].

In the Labour Law, Montenegro also guarantees the right to unionization of workers employed in Temporary Employment Agencies [73].

C. Croatia

The laws of the Republic of Croatia do not stipulate any special provisions for association of journalists, which is why the provisions of the Labour Law apply to the establishing of employers' and employees' associations[74].

In accordance with the Labour Law, workers have the right, at their own choice, to establish a trade union or to join a trade union, in accordance with the terms and conditions stipulated in the Statute or the rules of the union itself. The right to join and withdraw from the union belongs exclusively to the employee.

A trade union may be founded by at least 10 adult natural persons of full legal capacity. Furthermore, two or more unions may form alliances or other forms of associations in order to intertwine their interests at higher levels (higher level unions).

A union may be a party in a collective agreement only if it is founded and registered in accordance with the provisions of the Labour Law. The registration is done by entering into the registry of associations[75], which is managed at the local level in each county, and at the national level at the Ministry of Work, Retirement, Family and Social Policy.

The law also contains the standards for the protection of union members and representatives. No one may be put at a disadvantage due to membership, acting or not taking action in the work of the union[76].

The unions, for the purpose of achieving the goals and duties laid down in the statute or the other regulations, may establish other legal entities, in a manner prescribed by law.

69 Official Gazette RS ("Sl. glasnik RS"), no. 92/2023
70 Article 65
71 Article 16 paragraph 2 of the Labour Law of Montenegro
72 ?Article 7 of the Labour Law of Montenegro
73 Article 57 of the Labour Law of Montenegro
74 Article 165 of the Labour Law.
75 Note: in the Labour Law of the Republic of Croatia, the term used is "associations" and includes workers' associations (trade unions) and employers' associations.
76 Article 166, Labour Law

In addition to the right to unionize, the provisions of the Labour Law guarantee that the employees working for an employer who has at least 20 workers, have the right to participate in the matters related to their economic and social rights and interests[77].

D. Denmark

In Denmark, the signing of collective agreements between the trade unions and employers' organizations is treated as a basic principle of work. Trade unions may undertake various types of advocacy activities, in order to secure an agreement with the employer.

Workers have the right to get unionized for the protection of their interests and to get information on their salaries and working conditions. All workers have the right, through their organizations, to seek negotiations with the company management for better pay or better working conditions. If negotiations are not possible, each party has the right to seek mediation from a mediator.[78]

What sets Denmark apart is the importance of trade unions and employee involvement in trade unions. As high as 67 percent of all the employees are involved in trade unions[79], and the society fosters such a culture that allows a large part of the basic rights of workers to be regulated by collective agreements. For example, the right to a compensation due to dismissal, although provided by law, can also be modified by a collective agreement[80], while the amount of the salary is completely left to be regulated by a contract[81].

The rules on conducting union activities (including strikes[82]) are not covered by legislation but are based on the case law of the Danish Labour Court[83].

E. France

Trade union organizations are established in order to study and protect the rights, as well as the material and moral interests, both collective and individual, of the people included in their statutes.[84] The founding of unions or guild associations of people working in a similar or related profession is free. The establishing of associations of people who employ workers in order to protect their interests as employers is also free[85].

The Code also takes into account the specificities of the profession when it comes to choosing a representative union. Therefore, in legal entities, where there is an electoral body created by professional journalists and related professions, a representative union would be the one which in addition to the basic requirements, has additionally secured at least 10 percent of the votes in first round of the elections of the economic and social council.[86]

When it comes to collective agreements which only refer to journalists or related professions, those collective agreements would be concluded between the employer and one or more union representatives of the unions who have more than 50 percent of the votes in the first round of the elections for members of the economic-social council, regardless of the number of voters.

77 Article 140, Labour Law
78 Chapter 3
79 https://www.worker-participation.eu/national-industrial-relations/countries/denmark
80 Law on the legal relationship between workers and employers (sections 8-12)
81 https://www.workindenmark.dk/working-in-denmark/terms-of-employment/trade-unions
82 Note: the term industrial action is used here, which also includes a strike
83 https://workplacedenmark.dk/working-conditions/collective-agreements/ (note: this is a single national web- page, which contains data on labour relations in Denmark intended for foreigners in accordance with EU directives 2014/6/EU and 96/71/EC
84 Article L2131-1
85 Article L2131-2from the Labour Code of France
86 Article L-7111-7

if this requirement is not met, then the union who won 30 percent of the votes would have the right to request consultation with the workers for the purpose of confirming the collective agreement, within 30 days from the day of its signing.[87]

The economic and social committee of each of the media companies, daily or periodical publications, media agencies or companies working on online or audio-visual publications should be informed annually about their compliance with legal provisions related to the freedom of the press.[88]

87 Article L-2232
88 Article L-7111-11

3. Conclusions and recommendations

The conclusions arising from the conducted analysis are that regardless of the similarities or differences in the systems of the different countries, the needs remain the same - to ensure the protection and to guarantee the basic labour rights of journalists and media workers, the right of association certainly being one of them, or, when workers are in question, the right to found or join unions and engage in union activities.

This right is also stipulated in the Macedonian Law on Labour Relations for individuals who are employed based on that law. However, for the other types of contractual work, which do not have the status of an employment relationship according to this law, it is necessary to find a modality that would respond to the needs for protection of all persons working in the media. At the same time, it is necessary to emphasize that the protection of rights does not only mean protection of the most basic, existential rights, but also their strengthening and advancement.

Hence, two key segments may be identified that require action to be taken in order to bolster the labour rights of journalists and media workers in North Macedonia:

> ***Amending the Law on Labour Relations and the Law on Media in order for them to include the journalists and media workers who are employed based on other types of contracts, as well as to include the journalists and media workers employed in online media.***

The Law on Labour Relations at the moment does not recognize the specificities of the employment relationship of journalists and media workers - the need to communicate and work with multiple media, the inter-connected nature of the work, etc., which is why a more flexible and different arrangement of the employment relationship itself is necessary, while ensuring the guarantee of the labour rights of these persons.

France's Labour Code is an excellent example of how the rights of different specific professions can be brought under the same law.

In addition to the Law on Labour Relations, the Law on Media, which already contains provisions that refer to the rights of journalists, could be amended and supplemented in order to allow for greater protection and inclusion of all the persons who work as journalists and media workers. To this end, the Law on Media, in the section dealing with the rights of workers, needs to explicitly include the people undertaking these tasks in electronic media.

> ***Amending and supplementing the Law on Media by strengthening the existing rights related to the stability of the work status and the other rights of journalists and media workers***

In order to strengthen the dignity and the protection of journalists' rights, it is necessary to strengthen and deepen the protection which is currently provided by the Law on Media.

To this end, it is recommended the section of the law that governs the rights of journalists, to include other rights, which are already regulated in this region: Serbia's Law on Public Information and Media pays particular attention to the regulation of the working hours and the journalist's right to disconnect when not working, while the Media Law of Montenegro provides for a regulated procedure for protection against liability for damages in case the journalist acted professionally and conducted due diligence. The Croatia's Media Law may also be taken into account, which further specifies the publisher's obligation to adopt an internal act – a Statute and provides greater protection to journalists who are not employed.

Taking advantage of the opportunity to further regulate the rights of journalists and media workers by using the right to unionisation, collective bargaining and establishing collective agreements.

Denmark is an excellent example of how labour rights and the way work is done can be regulated between the workers and employers at a higher level, using the possibility of conducting collective bargaining and concluding collective agreements.

At this moment, it is necessary for us to proceed with advocacy activities which would demonstrate the importance and opportunities offered by collective bargaining and the signing of collective agreements, especially the fact that in this way both parties can agree to include the rights and obligations that are not stipulated in the legislation, as long as they are not contrary to the minimum rights guaranteed by the Law on Labour Relations.

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