

## **Sickness Absence Regulations Collective Freelance & Flex B.V.**

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### **1. Introduction**

In accordance with the Gatekeeper Improvement Act [*Wet Verbetering Poortwachter*], Tentoo Collective Freelance & Flex B.V. and the employee are jointly responsible for resuming work as soon as possible in the event of incapacity for work due to illness.

In these regulations you will find an overview of the rights and obligations you have when you are ill.

### **2. Reporting sick**

If you are ill, you must inform Tentoo and your client of this personally and by telephone before the start of your work, no later than 09:30. Ring Tentoo on +31 (0)20 420 20 70.

If you go home sick during working hours, you must report this to your client personally before you leave. Report this directly to Tentoo by telephone, as well.

### **3. Late reporting of illness**

Tentoo will not process reports of illness retroactively. You are entitled to sick pay from the day you reported sick to Tentoo.

Have you now recovered but did you neglect to report sick to us? If so, you are no longer entitled to sick pay for the period you were sick.

If you had to work at the weekend and were ill, we will of course take your report of illness on Monday. On your first day of illness, do be sure to report sick to your client.

### **4. Contact during illness**

A case manager will contact you as soon as possible after you report your illness. This can be in the form of a telephone call or home visit.

You are required to stay at home between 08:00 and 18:00 until the first contact with a case manager has taken place.

You are permitted to leave home for a visit to your doctor or pharmacy.

#### **a. Contact with Acture**

Tentoo Collective Freelance & Flex B.V. bears the employee incapacity risk under the Sickness Benefits Act. If you end your employment sick after the end of your contract, Acture will arrange the implementation of the Sickness Benefits Act on behalf of Tentoo. That means you will then have contact with an Acture case manager.

You also pass on your recovery report to Acture.

### **5. Stay at another address**

Please inform us if you are staying at a (nursing) address other than your own home address during your period of illness. Additionally, if your (nursing) address changes during your illness, we ask that you inform your case manager immediately by telephone.

### **6. Company doctor**

When you receive a call from the company doctor for a consultation, you are obliged to respond.

If you are unable to come for this consultation or if you are back at work, please inform us by telephone no later than 24 hours prior to the appointment.

If you do not respond to the call without a notice to the contrary and/or without giving medical reasons, the costs of this will be charged to you.

## **7. Rights and obligations**

### **7.1 Agreements**

If you are ill, we assume that you will do everything in your power to regain your health so that you can resume your work as soon as possible. We expect you to comply with all agreements made with you in connection with your illness and absenteeism.

If you are sick for more than six weeks, a reintegration file will be created. All agreements made and activities undertaken aimed at recovery and reintegration will be reported in this file. The provisions of the Gatekeeper Improvement Act [*Wet Verbetering Poortwachter*], among others, apply here.

### **7.2 Work**

You are obliged to accept suitable work offered by or on behalf of Tentoo as part of your reintegration.

During your incapacity for work, you may not carry out work for other parties or undertake activities that impede your recovery.

### **7.3 Recovery**

As soon as you have recovered, you can report this to Tentoo by phone on +31 (0)20 420 20 70. You do not have to wait for permission to get to work.

It is also possible that you will partially resume your work or carry out substitute work. For the hours you are still ill, you are obliged to abide by the rules in these absenteeism rules.

## **8. Holiday**

If you want to go on holiday during your illness, we have to give you permission for this in writing. Your request must be submitted to us in writing at least two weeks in advance by e-mail to: [verzuim@tentoo.nl](mailto:verzuim@tentoo.nl). It is important that your holiday not impede your recovery.

If you go on holiday without notifying us, you will not receive payment for this period.

## **9. Illness during holiday**

If you fall ill during your holiday, you must report this directly to Tentoo by telephone on +31 (0)20 420 20 70.

You are required to consult a local doctor for a medical statement in English. The company doctor can ask you to submit this statement.

## **10. Payment during illness**

The first day of illness is a waiting day. You will not receive payment for this day.

You will receive the first payment within four to six weeks after you report your illness. Follow-up payments, if applicable, will follow weekly for up to a maximum of 104 weeks.

During your contract, you will receive continued payment of wages from Tentoo. After your contract, if you are entitled to it, you will receive payment of Acture's sickness benefit.

### **10.1 Amount of continued payment of wages during Phase 1 and 2 contracts**

The amount of the continued payment of wages in case of illness during Phase 1 and 2 is 90% of the average wages you earned in the last 13 weeks before your illness.

If you have worked less than 13 weeks in phase 1 and 2, you will receive the payment on a pro rata basis.

If the amount of the continued payment of wages is lower than the gross minimum wage, you are entitled to the applicable statutory minimum wage for the first 52 weeks. After 52 weeks, the minimum wage will no longer be taken into account.

#### **10.2 Amount of sickness benefit after contract in Phase 1 and 2**

The amount of the sickness benefit after your contract will be 70% of your daily wage. This daily wage will be based on your income in the 52 weeks prior to your sick leave, or from the start of your employment.

If this amount is lower than the gross minimum wage, you are entitled to the applicable statutory minimum wage for the first 52 weeks. After 52 weeks, the minimum wage will no longer be taken into account.

#### **10.3 Amount of continued payment of wages during Phase 3 and 4 contracts**

The amount of the continued payment of wages in case of illness during your contract is 90% of the average salary you earned during the last 13 weeks before your illness, taking into account your minimum contract hours. After the first year, the amount of the wage payment becomes 80%.

If the amount of the continued payment of wages is lower than the gross minimum wage, you are entitled to the applicable statutory minimum wage for the first 52 weeks. After 52 weeks, the minimum wage will no longer be taken into account.

#### **10.4 Amount of sickness benefit after contract in Phase 3**

The amount of the sickness benefit after your contract will be 90% of your daily wage in the first year. This daily wage will be based on your income in the 52 weeks prior to your sick leave, or from the start of your employment. After the first year, the amount of your sickness benefit will be 80%.

If this amount is lower than the gross minimum wage, you are entitled to the applicable statutory minimum wage for the first 52 weeks. After 52 weeks, the minimum wage will no longer be taken into account.

### **11. Disputes and complaints**

If you do not understand a decision or if you disagree with the decision, you can report this in writing by e-mail to: [verzuim@tentoo.nl](mailto:verzuim@tentoo.nl). Any complaints can be reported in writing by e-mail to: [verzuim@tentoo.nl](mailto:verzuim@tentoo.nl).

### **12. Privacy**

The medical and privacy-sensitive data will be handled with due care. The occupational health and safety service will not provide medical information to third parties without your written consent. The privacy regulations of the accompanying authorities can be requested in writing by e-mail at: [verzuim@tentoo.nl](mailto:verzuim@tentoo.nl).