

SICKNESS ABSENCE REGULATIONS

Scope of application

These are the sickness absence regulations of the Dutch operating companies belonging to USG People N.V. group engaging in the supply of workers and job placement. These are the operating companies belonging to the Start People, Unique (including Technicum) and Secretary Plus star brands.

These sickness absence regulations will apply to the employees working on the basis of a temporary employment or secondment agreement and are employed by one of the operating companies of the foregoing star brands.

Introduction

These sickness absence regulations consist of three parts.

- The first part contains provisions applicable to employees working on the basis of a temporary employment agreement without agency clause or a secondment agreement who become sick during the term of such agreement.
- The second part of these sickness absence regulations contains provisions applicable to employees working on the basis of a temporary employment agreement with agency clause whose employment ends by operation of law because of the sick report and whose employer is an own-risk bearer for purposes of the Dutch Sickness Benefits Act [*Ziektewet*]. If the employer is not an own-risk bearer for purposes of the Sickness Benefits Act, the second part of these sickness absence regulations will not apply to the relevant employee. In such event the Sickness Benefits Act will be administered by the Employee Insurance Agency [*UWV*].
- The third part of these sickness absence regulations contains provisions applicable to employees working on the basis of a temporary employment agreement without agency clause or a secondment agreement who leave the company's employment while sick, as well as to **former** employees who become sick within four weeks of termination of the employment relationship and invoke the remaining effect of the Sickness Benefits Act. If the employer is not an own-risk bearer for purposes of the Sickness Benefits Act, the third part of these sickness absence regulations will not apply to the relevant employee. In such event the Sickness Benefits Act will be administered by the Employee Insurance Agency [*UWV*].

Absence Management Services and Sickness Benefits Act [*ZW*] Services

The employer has engaged Robidus adviesgroep B.V. to arrange administration of all the statutory duties ensuing from the Dutch Eligibility for Permanent Incapacity Benefit (Restrictions) Act [*Wet Verbetering Poortwachter*]/Extension of Obligation to Pay Salary (Sickness) Act [*WULBZ*] and the own-risk bearership for purposes of the Sickness Benefits Act.

For the target group described under 1, the **Verzuimservices** (Absence Management Services) department will, in cooperation with USG, arrange absence management and case management. In its management, claim assessment and reintegration services it will be assisted by company doctors. USG will arrange continuation of salary payment for this target group.

For the target groups as described in parts 2 and 3, the **ZWservices** (Sickness Benefits Act Services) department will arrange absence administration, claim assessment for purposes of the Sickness Benefits Act, reintegration to work, determination of the daily wage, and payment of the (additional) sickness benefit. Furthermore, it will arrange absence management, and in its management, claim assessment and reintegration services it will be assisted by company doctors.

PART I

This part will apply to employees working on the basis of a temporary employment agreement without agency clause or a secondment agreement who become sick during the term of such agreement.

1. Sick report

If the employee cannot perform work due to sickness, he will promptly, but in any event before 9:00 a.m. on the first sick day, report sick to the employer as well as to the client to which he has been assigned. If the employee falls sick during work and, as a result, can no longer perform work, he will also promptly report sick to the employer as well as to the client to which he has been assigned. The employee must report sick personally. Sick reports by (e.g.) text message, WhatsApp or email will not be permitted. Non-personal sick reports will not be accepted, unless there is a good reason.

2. Absence checks and nursing address

In the event of sickness, the employee must be available by telephone between 8:00 a.m. and 5:30 p.m. Furthermore, the employee is to stay at his home address to facilitate a house call from a representative of

the employer. The employee is to comply with requests from the employer or an absence officer working on the instructions of the employer to contact them.

If the employee stays at a different address or is available on a different telephone number than that known to the employer, the employee is to communicate this in his sick report. In the event of admission to a healthcare institution, the employee is to communicate his nursing address to the company doctor.

3. Obligations during sickness

In the event of sickness, the employee is to seek medical assistance from, e.g., a general practitioner and follow the instructions given. The employee is to remain under (medical) treatment throughout the period of sickness and follow the instructions of the attending physician.

4. Continuous contact

During the period of sickness the employer will maintain regular contacts with the employee and make efforts to promote recovery. Therefore, the employee is to ensure that he is available to the extent possible. The employee is in any event required to contact the employer by telephone within 24 hours of the employer's request.

5. Company doctor

The employee is to comply with a call to come to the surgery hours of a company doctor designated by the employer. If the employee is unable to do so, he is to notify the employer immediately upon receipt of the call. The employee is to refrain from any activities that may interfere with his recovery. Failure to come to surgery hours without notice may lead to a penalty. In this respect see article 17.

6. Compulsory identification

In the event of a visit to the company doctor, the employee is to prove his identity based on a valid identity document. The employee may submit the following documents:

- a Dutch passport;
- a municipal identity card or a tourist card;
- a (foreign) passport as well as a residence permit (for non-Netherlands nationals).

The validity period of the document may not have expired.

7. Cooperation in Action Plan

If long-term absence is impending, the employee is to render his full cooperation in the preparation of an Action Plan, which must be prepared within 8 weeks of the sick report or 2 weeks of the problem analysis.

After preparation of the Action Plan, the employee will be required to cooperate in the evaluation and, where necessary, adjustment of the Action Plan.

In view of the evaluation and adjustment of the Action Plan, the employee will be required to comply with calls for follow-up consultations with the company doctor and calls for the evaluation meeting with the Case Manager.

8. Preparation of the reintegration report

Between weeks 46 and 52 of occupational disability, the Case Manager will prepare the 1st year evaluation. The employee, his superior and the Case Manager will evaluate the reintegration efforts made in the previous year, prepare a reintegration report in that respect, and determine the reintegration result they wish to obtain in the 2nd year of sickness and how they will go about achieving that. The employee will receive a copy of the reintegration report.

9. Cooperation in reintegration activities

The employee will be required to comply with any reasonable instructions given by his superior and the Case Manager, or by experts engaged by the latter (e.g. a company doctor or a reintegration firm).

Furthermore, the employee will be required to cooperate in any measures taken by his superior and the Case Manager, or by experts engaged by the latter, aimed at recovery, reintegration or resumption of work and/or reasonable instructions given for purposes of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act.

10. Acceptance of suitable work

The employee will be under the obligation to perform such suitable work as the employer may offer. Such suitable work is to be performed at another employer's if necessary. While absent due to occupational disability, the employee may not perform any work other than that prescribed for his recovery or reintegration or for which he has obtained the employer's consent.

11. Possibility of an expert opinion

Either the employee or the employer and/or the Case Manager may apply for an expert opinion from UWV.

12. Application for WIA benefit

Not later than week 89 of occupational disability will the employee submit the reintegration report prepared to UWV to apply for a benefit under the Dutch Work and Income (Capacity for Work) Act [WIA].

13. Continued payment of wages

To the extent that the wages do not exceed the maximum daily wage as established by the Dutch Ministry of Social Affairs and Employment, the employee will, for a period of 24 months, continue to be entitled to 70% of the time-based wage, but at least the statutory minimum wage applicable to him, if he has not performed the stipulated work because he was prevented from doing so due to sickness.

14. Recovery

The employee is to report full or partial resumption of work to the employer and Verzuimservices not later than 9:00 a.m. on the day that he resumes work.

15. Holiday and staying abroad

If an employee who is fully or partially disabled for work wants to go on a holiday, he needs to obtain the consent of Verzuimservices and the employer.

If the employee becomes sick while on holiday or while staying abroad, he will be required promptly to report sick to the employer, stating the exact address abroad where he is staying.

If the employee becomes sick in an EU country or in a country with which the Netherlands has entered into a bilateral treaty on social security (including: Iceland, Israel, Croatia, Morocco, Norway, Tunisia and Turkey), the employee will be required to report to the nearest office of the foreign Social Security administration agency of the country where he is staying within three days of reporting sick. A physician of that institution is to prepare a certificate as to the employee's sickness indicating whether (if the sickness period exceeds the scheduled stay) the employee is unable to return to the Netherlands due to his sickness. Such certificate is to be submitted to the company doctor forthwith.

If the employee becomes sick in a non-EU country or in a country with which the Netherlands has not entered into a bilateral treaty on social security, the employee will be required immediately to submit to the company doctor a certificate from an attending physician showing that he is sick and (if the sickness period exceeds the scheduled stay) that he is unable to return to the Netherlands due to his sickness.

If the employee does not perform his obligations to submit a certificate from a physician as referred to above, he may be called back to the Netherlands for an examination by a company doctor (of the occupational health and safety [*arbo*] service) designated by the employer.

If the sickness period exceeds the scheduled stay abroad, the employee will return to the Netherlands immediately as soon as he is able to travel to the Netherlands again. Immediately upon return to the Netherlands, the employee will be required to report to the employer's arbo service for an examination.

16. Recourse

If the employee is disabled for work as a result of a cause attributable to one or more third parties, and such third parties are, therefore, liable to pay damages to the employee, all payments by the employer to the employee for the period of the occupational disability will be considered undue advance payments, unless they cannot be recovered from such third parties. In the foregoing situation, the employee will assign all claims in respect of lost income from work against such third parties to the employer.

17. Penalties

The employer may impose a penalty if the employee fails to observe the instructions set forth in this part I of the sickness absence regulations or the relevant laws and regulations.

PART II

This part will apply to employees subject to a temporary employment agreement with agency clause who report sick.

1. Sick report by an employee subject to a temporary employment agreement with agency clause

If an employee working on the basis of a temporary employment agreement with agency clause cannot perform work due to sickness, he will promptly, but in any event before 9:00 a.m. on the first sick day, report sick to the employer as well as to the client to which he has been assigned.

If an employee working on the basis of a temporary employee falls sick during work and, as a result, can no longer perform work, he will also promptly report sick to the employer as well as to the client to which he has been assigned. The employee must report sick personally. Sick reports by (e.g.) text message, WhatsApp or email will not be permitted. Non-personal sick reports will not be accepted, unless there is a good reason.

If an employee subject to a temporary employment agreement with agency clause becomes sick while on holiday or while staying abroad, he will also be required promptly to report sick to the employer, stating the exact address abroad where he is staying, and the provisions of paragraph 5 below will also apply.

The sick report of an employee working on the basis of a temporary employment agreement with agency clause will result in termination of the supply, as a result of which the temporary employment agreement will end by operation of law immediately upon the sick report.

The employer will communicate the sick report of the (former) employee to ZWservices. ZWservices will process the sick report after having had contact with the (former) employee as to the nature and scope of the sickness.

2. Absence checks and nursing address

After the (former) employee reports sick to ZWservices, one of the staff members of ZWservices will contact him. This contact may be by telephone. The (former) employee can also expect a call to come to the surgery hours of the company doctor for which the (former) employee must be available.

The (former) employee will be required to be available by telephone between 8:00 a.m. and 5:30 p.m. Furthermore, the (former) employee is to stay at his home address to facilitate a house call from a representative of the employer.

If the (former) employee stays at a different address or is available on a different telephone number than that known to ZWservices, the employee is to promptly communicate this to the ZWservices case manager.

Only in consultation with the ZWservices case manager can the (former) employee obtain consent not to be available at certain hours. If the (former) employee is unavailable without consulting ZWservices first, he will not qualify for a sickness benefit.

3. Continuous contact

In order swiftly to determine the entitlement to, and to pay, a sickness benefit, if any, sickness absence must be transparent. There will be frequent contacts with ZWservices. The (former) employee is to make every effort to cooperate in his recovery. In view of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act, it is important that intensive contacts and consultation be made possible.

4. Company doctor

The (former) employee will be required to comply with a call from the company doctor to come to the surgery hours. If the (former) employee is absolutely unable to do so, or has already resumed work, he will notify the ZWservices case manager not later than 48 hours prior to commencement of the appointment. Failure by the (former) employee to do so may have consequences for the amount or duration of, or the entitlement to, the sickness benefit.

5. Becoming sick while abroad

If the (former) employee has become sick in an EU country or in a country with which the Netherlands has entered into a bilateral treaty on social security (including: Iceland, Israel, Croatia, Morocco, Norway, Tunisia and Turkey), the (former) employee will be required to report to the nearest office of the foreign Social Security administration agency of the country where he is staying within three days of reporting sick. A physician of that institution is to prepare a certificate as to the (former) employee's sickness indicating whether (if the sickness period exceeds the scheduled stay) the (former) employee is unable to return to the Netherlands due to his sickness. Such certificate must be submitted to ZWservices forthwith (but not later than ten calendar days following the sick report).

If the (former) employee has become sick in a non-EU country or in a country with which the Netherlands has not entered into a bilateral treaty on social security, the (former) employee will be required immediately (but not later than ten calendar days following the sick report) to submit to ZWservices a certificate from an attending physician showing that he is sick and (if the sickness period exceeds the scheduled stay) that he is unable to return to the Netherlands due to his sickness.

The (former) employee will be required, during his sickness abroad, to keep in touch with ZWservices and follow the instructions given by ZWservices.

Failure by the (former) employee to perform his obligations to submit a certificate from a physician as referred to above may have consequences for the amount or duration of, or the entitlement to, the sickness benefit.

If the sickness period exceeds the scheduled stay abroad, the (former) employee will return to the Netherlands immediately as soon as he is able to travel to the Netherlands again. Upon return to the Netherlands, the (former) employee is to report to the ZWservices case manager forthwith.

If the (former) employee has become sick while on holiday abroad as a result of which his employment relationship has ended, the holidays taken that can no longer be enjoyed due to his sickness will not be compensated by ZWservices. For compensation of such days, the (former) employee is to address the former employer, who will then review the entitlement to compensation.

6. Travelling abroad while sick

If the (former) employee wants to travel abroad while sick, he will require ZWservices' written consent. The request is to be submitted to the ZWservices case manager at least two weeks in advance. Failure by the

(former) employee to observe the two-week term referred to above may have consequences for the amount or duration of, or the entitlement to, the sickness benefit.

The (former) employee will be required, even during a holiday or stay abroad, to comply with the obligations ensuing from the Sickness Benefits Act. Moreover, travelling abroad may not interfere with his recovery.

7. An agreement is an agreement

ZWservices expects the (former) employee to observe the agreements made as well as the provisions of this part II of the sickness absence regulations. Failure by the (former) employee to observe the agreements made or the provisions set forth above may have consequences for the amount or duration of, or the entitlement to, the sickness benefit. In addition, in such event a penalty may be imposed or the costs incurred in assessing the sick report and/or the entitlement to a sickness benefit may be recovered from the (former) employee.

8. Sickness benefit

The (former) employee will be subject to a waiting period of two days before commencement of (payment of) the sickness benefit. No waiting days will be observed if the (former) employee reports sick again within a period of four weeks and two waiting days had already been applied to the previous sick report. Nor will any waiting days be observed if the (former) employee has left the employer's employ while sick and two waiting days had already been applied during the term of his employment relationship. If only one waiting day has been observed, one waiting day will remain in respect of commencement of (payment of) the sickness benefit.

Not later than six weeks following receipt of the sick report will ZWservices commencement weekly payment of the sickness benefit to the (former) employee. The amount of the sickness benefit will be based on the average wage earned by the (former) employee in the year preceding the sick report with the former employer. The wage details of the (former) employee will be obtained from the UWV policy administration or from the former employer's payroll administration. Any changes that may impact the (amount of the) sickness benefit must be promptly reported by the (former) employee to the ZWservices case manager.

9. Activities aimed at resumption of work

The (former) employee is to make every effort to regain his health so as to recover as soon as possible. For example, the (former) employee is to seek (medical) treatment as soon as possible, remain under medical treatment from a physician throughout the period of sickness and follow the instructions of the attending physician. In addition, the (former) employee is to refrain from any activities that may interfere with his recovery.

10. Recovery

As soon as the (former) employee is recovered, he is to notify the ZWservices case manager (a recovered report to the (former) employer is not automatically passed on to ZWservices). The (former) employee will not require consent in order to resume work or look for employment elsewhere. The employee may also partially resume work or take up replacement work. In such event the (former) employee is to observe the rules as set forth in this part II of the sickness absence regulations for the remaining sickness hours.

11. Privacy

All personal and other data of the (former) employee will be treated by ZWservices with due care. The ZWservices arbo service will not provide any medical data to third parties without consulting with the (former) employee first.

12. Complaints regulations

The (former) employee may communicate any complaints in respect of (acts on the part of) ZWservices to ZWservices via flex@zwservices.nl.

If the (former) employee objects to a decision by UWV, he is to address UWV in accordance with the relevant laws and regulations.

PART III

This part will apply to employees subject to a secondment agreement who leave the company's employment while sick, as well as to **former** employees who become sick within four weeks of termination of the employment relationship and invoke the remaining effect of the Sickness Benefits Act.

Part III will apply only if and to the extent that the employer is an own-risk bearer for purposes of the Sickness Benefits Act. The former employee has been informed of this upon commencement of his employment relationship (or after that in the event of any changes) by the former employer.

1. Sick report of an employee subject to a secondment agreement

If an employee subject to a secondment agreement becomes sick during the term of the employment relationship, he is to report sick in accordance with the provisions of part I of these sickness absence regulations. If the sickness period continues after termination of the employment relationship, the employer will report the former employee with ZWservices.

2. Sick report of a former employee in view of the remaining effect of the Sickness Benefits Acts

A former employee who becomes sick within four weeks of termination of the employment relationship with the former employer and invokes the remaining effect of the Sickness Benefits Act is to report sick to the former employer. The former employer will subsequently forward the sick report to ZWservices.

If the employee becomes sick within four weeks of termination of the employment relationship while on holiday or while staying abroad and he invokes the remaining effect of the Sickness Benefits Act, he will also be required promptly to report sick to the former employer, stating the exact address abroad where he is staying, and the provisions of paragraph 7 below will also apply.

3. Absence checks and nursing address

After the former employee reports sick to ZWservices, one of the staff members of ZWservices will contact him. This contact may be by telephone. The former employee can also expect a call to come to the surgery hours of the company doctor for which the former employee must be available.

Until after the first contact with ZWservices, the former employee is to be available by telephone between 8:00 a.m. and 5:30 p.m. Furthermore, the former employee is to stay at his home address to facilitate a house call from a representative of the employer.

If the former employee stays at a different address or is available on a different telephone number than that known to ZWservices, the employee is to promptly communicate this to the ZWservices case manager.

Only in consultation with the ZWservices case manager can the former employee obtain consent not to be available at certain hours. If the former employee is unavailable without consulting ZWservices first, he will not qualify for a sickness benefit.

4. Continuous contact

In order swiftly to determine the entitlement to, and to pay, a sickness benefit, if any, sickness absence must be transparent. There will be frequent contacts with ZWservices. The former employee is to make every effort to cooperate in his recovery. In view of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act, it is important that intensive contacts and consultation be made possible.

5. Company doctor

The former employee will be required to comply with a call from the company doctor to come to the surgery hours. If the former employee is absolutely unable to do so, or has already resumed work, he will notify the ZWservices case manager not later than 48 hours prior to commencement of the appointment. Failure by

the former employee to do so may have consequences for the amount or duration of, or the entitlement to, the sickness benefit.

6. Becoming sick while abroad

If the former employee has become sick in an EU country or in a country with which the Netherlands has entered into a bilateral treaty on social security (including: Iceland, Israel, Croatia, Morocco, Norway, Tunisia and Turkey), the former employee will be required to report to the nearest office of the foreign Social Security administration agency of the country where he is staying within three days of reporting sick. A physician of that institution is to prepare a certificate as to the former employee's sickness indicating whether (if the sickness period exceeds the scheduled stay) the former employee is unable to return to the Netherlands due to his sickness. Such certificate must be submitted to ZWservices forthwith (but not later than ten calendar days following the sick report).

If the former employee has become sick in a non-EU country or in a country with which the Netherlands has not entered into a bilateral treaty on social security, the former employee will be required immediately (but not later than ten calendar days following the sick report) to submit to ZWservices a certificate from an attending physician showing that he is sick and (if the sickness period exceeds the scheduled stay) that he is unable to return to the Netherlands due to his sickness.

The former employee will be required, during his sickness abroad, to keep in touch with ZWservices and follow the instructions given by ZWservices.

Failure by the former employee to perform his obligations to submit a certificate from a physician as referred to above may have consequences for the amount or duration of, or the entitlement to, the sickness benefit.

If the sickness period exceeds the scheduled stay abroad, the former employee will return to the Netherlands immediately as soon as he is able to travel to the Netherlands again. Upon return to the Netherlands, the former employee is to report to the ZWservices case manager forthwith.

If the former employee has become sick while on holiday abroad as a result of which his employment relationship has ended, the holidays taken that can no longer be enjoyed due to his sickness will not be compensated by ZWservices. For compensation of such days, the former employee is to address the former employer, who will then review the entitlement to compensation.

7. Travelling abroad while sick

If the former employee wants to travel abroad while sick, he will require ZWservices' written consent. The request is to be submitted to the ZWservices case manager at least two weeks in advance. Failure by the former employee to observe the two-week term referred to above may have consequences for the amount or duration of, or the entitlement to, the sickness benefit.

The former employee will be required, even during a holiday or stay abroad, to comply with the obligations ensuing from the Sickness Benefits Act. Moreover, travelling abroad may not interfere with his recovery.

8. An agreement is an agreement

ZWservices expects the former employee to observe the agreements made as well as the provisions of this part II of the sickness absence regulations. Failure by the former employee to observe the agreements made or the provisions set forth above may have consequences for the amount or duration of, or the entitlement to, the sickness benefit. In addition, in such event a penalty may be imposed or the costs incurred in assessing the sick report and/or the entitlement to a sickness benefit may be recovered from the former employee.

9. Sickness benefit

Not later than six weeks following receipt of the sick report will ZWservices commencement weekly payment of the sickness benefit to the (former) employee. The amount of the sickness benefit will be based on the

average wage earned by the (former) employee in the year preceding the sick report with the former employer. The wage details of the (former) employee will be obtained from the UWV policy administration or from the former employer's payroll administration. Any changes that may impact the (amount of the) sickness benefit must be promptly reported by the (former) employee to the ZWservices case manager.

10. Activities aimed at resumption of work

The (former) employee is to make every effort to regain his health so as to recover as soon as possible. For example, the (former) employee is to seek (medical) treatment as soon as possible, remain under medical treatment from a physician throughout the period of sickness and follow the instructions of the attending physician. In addition, the (former) employee is to refrain from any activities that may interfere with his recovery.

11. Recovery

As soon as the (former) employee is recovered, he is to notify the ZWservices case manager (a recovered report to the (former) employer is not automatically passed on to ZWservices). The (former) employee will not require consent in order to resume work or look for employment elsewhere. The employee may also partially resume work or take up replacement work. In such event the (former) employee is to observe the rules as set forth in this part II of the sickness absence regulations for the remaining sickness hours.

12. Privacy

All personal and other data of the (former) employee will be treated by ZWservices with due care. The ZWservices arbo service will not provide any medical data to third parties without consulting with the (former) employee first.

13. Complaints regulations

The (former) employee may communicate any complaints in respect of (acts on the part of) ZWservices to ZWservices via flex@zwservices.nl.

If the (former) employee objects to a decision by UWV, he is to address UWV in accordance with the relevant laws and regulations.