

## 6.1.2 English Translation: Collective agreement on payments in the event of sickness



Note: This translation is for information purposes only – only the German version is legally binding

### Collective agreement on payments in the event of sickness

of 01/10/1978

in the version dated 7 October 2020 (taking effect from 1 January 2021)

### Collective agreement of implementation no. 2 for the collective agreement for individuals with an employee-like relationship

1. If a freelancer is an individual with an employee-like relationship pursuant to Section 4 of the collective agreement for individuals with an employee-like relationship (TVaP) and proves an incapacity to work by submitting a medical certificate, he\*she shall be entitled to payment of an allowance from Deutsche Welle towards health insurance benefits from the first day of incapacity to work. The claim may arise for the first time after 4 weeks of work activity and will be paid in accordance with the following provisions:

- 1.1 After one year of work activity in accordance with Section 6(8) TVaP for a period of up to 39 calendar days.
- 1.2 After five years of work activity in accordance with Section 6(8) TVaP for a period of up to 87 calendar days.
- 1.3 After ten years of work activity in accordance with Section 6(8) TVaP for a period of up to 178 calendar days.

2. The freelancer shall receive, on application, an allowance per day of illness which, together with the health insurance benefits – in accordance with the following paragraphs – or with the benefits of the statutory pension insurance or statutory accident insurance, shall amount to 75% of 1/360 of the remuneration of the last 12 calendar months before the beginning of the sickness at Deutsche Welle. If the work relationship has not yet existed for 12 calendar months, the basis for calculation is the fee volume since the start of the work relationship divided by the number of calendar days since the start of the work relationship.

If a freelancer is entitled to a health insurance contribution from Deutsche Welle, the sickness benefit paid by the insurance provider shall be offset against the claim against Deutsche Welle in accordance with Item 1. The maximum daily allowance paid by AOK Köln to compulsorily insured persons will be taken into account. If, at the same time as submitting the application, the freelancer provides evidence that

- he\*she has received a lower daily allowance from the competent insurance provider, or
- there is a claim for payment of daily sickness allowance against the insurance provider from the 1st day of illness,

the daily allowance actually paid shall be taken into account.

In the case of freelancers who have no claim against Deutsche Welle for a contribution towards health insurance and freelancers who expressly waive an existing claim against Deutsche Welle, no offsetting of insurance benefits will take place.

Protocol note to Item 2:

In the event of an interruption of the work relationship of more than six consecutive weeks or more than a total of twelve weeks in one calendar year, the work relationship shall be suspended at the request of the freelancer in accordance with Section 13 TVaP in order to avoid the period of interruption having a detrimental effect on the social protection rights already acquired. During the suspension, a possible supplement to sickness benefit may continue to be paid. If the employee-like legal relationship continues after the suspension period, the suspension period shall be deemed not to have taken place for the purposes of the continuation of acquired rights. Rights under the collective agreement for individuals with an employee-like relationship and its collective agreements of implementation do not accrue during the rest period. During the period of suspension, the freelancers may in principle not assert any rights under the collective agreement for individuals with an employee-like relationship or its collective agreements of implementation, with the exception of claims for payment of an allowance under Item 1 of collective agreements of implementation nos. 2 and 4 to the collective agreement for individuals with an employee-like relationship. The rights under the collective agreement for individuals with an employee-like relationship and its collective agreements of implementation shall not accrue during the suspension periods in this case either; this applies in particular to the entitlement to vacation pay. The further application of Section 13 TVaP shall remain unaffected by this provision.

3. The entitlement to payments in accordance with Items 1 and 2 shall also exist in the event of incapacity for work as a result of an accident and in the event of medical treatment or therapy prescribed by a social services authority or deemed necessary by an independent Deutsche Welle medical officer.

4.1 Entitlement to the allowance becomes due on application after submission of the certificate in accordance with Item 1 and the certificate from the health insurance company confirming the daily sickness allowance payments made.

4.2 If there is no entitlement to daily allowance (see Item 2), the allowance shall become due after restoration of the ability to work upon presentation of the certificate pursuant to Item 1.

4.3 In the event of prolonged illness, an advance payment may be made upon application.

5. If the incapacity to work is caused by a circumstance for which a third party is responsible, the freelancer must immediately inform Deutsche Welle of the circumstances that led to the incapacity to work. Claims for damages are transferred to Deutsche Welle to the extent that Deutsche Welle grants the freelancer corresponding benefits according to this collective agreement for the duration of the incapacity for work. Until these obligations have been fulfilled, Deutsche Welle is entitled to withhold the benefits in accordance with Items 1 to 3.

6. In the event of doubt as to the justification of the freelancer's claims, Deutsche Welle may make payment or continued payment in accordance with Items 1 to 3 dependent on the result of an independent medical examination to be carried out at Deutsche Welle's expense. At the request of Deutsche Welle, the freelancer is obliged to undergo a medical examination by an independent Deutsche Welle medical officer and to release the medical officer from the duty of professional confidentiality with regard to the duration of the illness and the resulting inability to work.

7. If notice for termination has been given in accordance with Section 9 TVaP, the entitlement in accordance with Items 1 to 3 shall end at the latest at the end of the notice period specified in Section 9 TVaP.

8. This collective agreement enters into force on 01/10/1978. It may be terminated by registered mail with 6 months' notice to the end of a calendar year. In the event of termination, its provisions shall continue to apply until a new agreement is reached between the parties to the collective agreement and until one of the parties declares that it does not wish to initiate or continue negotiations on an amendment to the collective agreement. Then Section 4(5) of the Collective Agreements Act (TVG) shall apply.