



BEREA NURSES INSTITUTE (PRETORIA)

CC 1995/044690/23

19 DELSEN CENTRE • 307 PAUL KRUGER STREET • CAPITAL PARK • PRETORIA

P.O. BOX 31030 • WONDERBOOMPOORT • 0033

TEL: (012) 328-7335/ 328-7383 • CELL: 0825516234 • FAX: (012) 324-4081

E-mail: berea@berni.co.za

SUPPORTING DOCUMENTATION TO TAKE HOME - DO NOT COMPLETE

BEREA NUMBER	
SURNAME	
FIRST NAMES	
IDENTITY NUMBER	
NURSING COUNCIL NUMBER	
TAX REFERENCE NUMBER	
UNION AND UNION REF NUMBER	
POLICE CLEARANCE CERTIFICATE	
COPY OF BANK STATEMENT	
FOR BOOKINGS	BENITA
FOR PAYMENTS	ENID / ANNEKE
OFFICE PHONE NUMBER	012 328 7335
BEREA CELLPHONE NUMBER	082 551 6234
BEREA FAX NUMBER	012 324 4081
FAMILY / FRIENDS (PLEASE GIVE 2 CONTACTS)	
DATE	APPLICANT SIGNATURE



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APPLICATION FORM

BEREA NUMBER		
SURNAME		
FULL NAMES		
IDENTITY NUMBER		
NURSING COUNCIL NUMBER		
TAX REFERENCE NUMBER		
UNION & UNION REF NUMBER		
POLICE CLEARANCE CERTIFICATE		
COPY OF BANK STATEMENT		
QUALIFICATIONS		
HOME PHONE NUMBER		
WORK PHONE NUMBER		
CELLPHONE NUMBER		
E-MAIL ADDRESS		
POSTAL ADDRESS		
	CODE:	
RESIDENTIAL ADDRESS		
	CODE:	
BANK		
ACCOUNT NUMBER		
BRANCH NAME		
BRANCH NUMBER		
TYPE OF ACCOUNT		
NEXT OF KIN CONTACT		
HAVE YOU EVER BEEN CONVICTED OF A CRIMINAL OFFENCE OR BEEN DISMISSED FROM EMPLOYMENT? IF SO, FURNISH PARTICULARS		
DATE	APPLICANT SIGNATURE	

PLEASE ATTATCH COPY OF: I.D AND SANC - FAX TO: (012) 324-4081



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INFORMATION REGARDING EXPERIENCE IN VARIOUS CATEGORIES

Qualification In	Trained	Experience	Date Last Worked	Years Exp	Reference
General					
Midwifery					
Community Health					
Psychiatric					
Primary Health					
Intensive Care					
High Care					
Neonatal					
Trauma					
Theatre					
Gynecology					
Pediatrics					
Surgery					
Orthopedic					
Cardiology					
Urology / Nephrology					
Neurosurgery					
Neurology					
ENT					
Occ Health & Safety					
EDL					
Oncology					
Spinal					
Geriatrics					
Advanced Midwifery					
Administration					
CSD					
ALTS					
ACLS					
Post Natal					
Forensic Nursing					
Pharmacology					

**Surname****First Name****Known As:****SANC Registration No:****Physical Address:****Postal Code:****Contact Details:**

Have you ever worked for Netcare before? If Yes, which hospital?**Are you registered with any agency? If Yes, please provide name?**

Start Date:

Time zone:

Site ID

Cost Centre:

Agency:

Harare Pretoria

Job Codes: Please tick

Registered Nurse	NU014	
Enrolled Nurse	NU004	
Enrolled Nurse Assistant	NU005	
Health Care Worker	NU006	
Receptionist	AD036	
Ward Secretary	AD047	
Other (please specify)		

LINE MANAGER**NIGHT MANAGER****DATE****DATE**



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DECLARATION OF INCOME

I, _____ with BERE number _____
(Full name and Surname)

and ID no: _____ declare to BERE that:

(Tick the appropriate box)

☐

My only source of income is from BERE

☐

I am also employed with _____
(name of agency) and BERE is my primary source of income.

☐

I am also employed with _____
(name of agency) and BERE is my secondary source of income.

☐

I am permanently employed at _____
(name of employer) and BERE is my secondary source of income.

The information furnished by me on this document is to my knowledge both true and correct. I understand that it is my responsibility to notify BERE in writing should my employer or employment status change and I also understand the consequences of me not divulging the correct and true information.

Signed at _____ on _____ 20____
(Place) (Day) (Month)

Assignee

BERE Representative

DEPARTMENT OF LABOUR

DECLARATION BY EMPLOYEE (Confidential)

PLEASE READ THIS FIRST

Purpose of this form

This form is used to obtain information from employees for the purpose of assisting employers with conducting an analysis on the workforce profile. Employers should use this form to ascertain which employees are from designated groups in terms of the Employment Equity Act, 55 of 1998.

Who fills in this form

Employees should fill in this form.

Instructions

Employers must ensure that the contents of this form remain confidential, and that it is only used to comply with the Employment Equity Act, 55 of 1998.

'People with disabilities' are defined in the Act as people who have long-term or recurring physical or mental impairments, which substantially limits their prospects of entering into, or advancement in employment.

Please note that people have the right to disclose or not to disclose their disability.

1. Name of employee: _____

2. Employee workplace No: _____
(This is the number that an employer/company/organization uses to identify an employee in the workplace.)

3. Please indicate to which categories you belong with an 'X' below:

Male	Female
<input type="checkbox"/>	<input type="checkbox"/>

African	Coloured	Indian	White
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Foreign National	<input type="checkbox"/>
------------------	--------------------------

If you are not a citizen by birth, please indicate the date you acquired your citizenship:

Person with a disability	<input type="checkbox"/>
--------------------------	--------------------------

If yes, specify nature of disability:

4. I verify that the above information is true and correct.

Signed: _____
Employee

Date: _____



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LIMITED DURATION CONTRACT OF EMPLOYMENT: NURSING

Entered into by and between:

Full Names: _____

Address: _____

Contact Details: _____

ID Number: _____

Other Contacts: _____

(Herein after referred to as “The Assignee”)

and

BEREA NURSES INSTITUTE

(Hereinafter referred to as “BEREA”)

* The Assignee shall be responsible for notifying BEREА of changes in the said details as well as any other legislative details (e.g. Tax Details)

1. PREAMBLE

- 1.1. BEREА has secured a temporary position for the Assignee on a shift to shift basis as set out in this LDC.
- 1.2. The Assignee accepts and understands that BEREА is **not directly in a position to secure permanent employment** and further the Assignee understands that **the assignment(s) has arisen purely as a result of the variable and / or temporary** business requirements of BEREА’s Client. There will therefore be **no expectation** on the part of the Assignee, unless expressly indicated to the contrary in writing by BEREА, **of renewal of the assignment(s) and / or an indefinite assignment(s) either with BEREА or the Client.**

2. ASSIGNMENT(S)

- 2.1. The Assignee accepts he / she will be placed at various medical institutions in which position the Assignee shall comply with all requirements that may be reasonably required from time to time. Consequent to this placement, the Assignee will be required to attend BEREА Workshops and unpaid orientation at the Client of BEREА, prior to being placed on assignment(s).
- 2.2. The Assignee furthermore agrees that this assignment(s) is subject to the representations made by the Assignee as to his / her qualifications and experience being true in all respects. For this purpose and for any further purpose that BEREА may choose, the Assignee authorizes BEREА or its representatives or agents to conduct such verifications that it may consider appropriate, including in respect of professional qualifications, experience, financial standing, criminal record, employment history and the like. The Assignee furthermore agrees that the information obtained by BEREА and / or its representatives and / or its agents in this respect may be retained by BEREА on a database which may be made available to third parties, at the discretion of BEREА.
- 2.3. The Assignee shall report to a BEREА representative and / or any designated representative that may be appointed in future.

- 2.4. The Assignee agrees that payment of remuneration will be as per the hourly rates as agreed between BEREa and the Client from time to time, paid into the Assignee's bank account on the **25th** of each month **or** once a week as agreed from time to time.
- 2.5. The onus of supplying BEREa with a time sheet and / or authorised working hours rests solely with the Client and Assignee. The Assignee further agrees that whilst on an assignment(s) the Assignee will be paid for productive hours only.
- 2.6. The Assignee further realises and accepts that this is **ONLY** a temporary assignment(s) and that this **WILL NOT** lead to any ongoing assignment(s) or permanent position. In light thereof the Assignee agrees that due to the fact that this is a temporary assignment(s), and furthermore based on a "shift to shift" placement, this contract may terminate after any given assignment.
- 2.7. It is important the Assignee to note that it is only during an assignment(s) that BEREa will be regarded as your employer. During any period that you are not working on an assignment(s) BEREa will not be your employer but will act as your agent and will in terms of this relationship, look for positions at which you could be assigned or at which you could be placed on a temporary or permanent basis. Accordingly, it is only while you are on an assignment(s) that you will enjoy employment on a limited duration contract basis. Moreover, as you will only be an employee of BEREa for limited periods from time to time you will not be entitled to certain benefits which are applicable to full time employees of BEREa such as medical aid or membership of the BEREa provident fund or group life assurance scheme.
- 2.8. At the end of an assignment(s) BEREa shall act as the agent of the Assignee and shall endeavour to place the Assignee on further assignment(s). No fee shall be payable to BEREa in this regard by the Assignee.

3. DURATION

- 3.1. The Assignee realises that the duration of the assignment(s) is dependent on, *inter alia*, the conditions set out in the **Preamble**. The assignment(s) shall, in the above context, commence at the beginning of each new shift and continue on a shift to shift basis variable only by the required hours per shift.
- 3.2. The contract and / or assignment may end due to the effluxion of the period of services stated herein; or
- 3.2.1. The Client withdrawing and / or shortening the agreement entered into between itself and the employer; or
 - 3.2.2. The Client indicating written or verbal dissatisfaction as to the work or conduct of the employee to the employer; or
 - 3.2.3. The contract being summarily cancelled on the date when the Client instructs BEREa to end the assignment(s) due to misconduct, malperformance or the incapacity of the Assignee or **for any reason at the Client's discretion**. Save in circumstances where the Assignee works during the notice period at the specific request of the Client it is agreed that no payment in respect of notice shall be paid.
- 3.3. The date of registration as a temporary employee would therefore be _____. Hence, BEREa is not always in a position to predict, with any degree of certainty, the duration and extent of any assignment(s).

4. TERMS & CONDITIONS OF EMPLOYMENT

4.1. DEDUCTIONS

- 4.1.1 UIF will be deducted as per Legislation from the Assignees earnings.
TAX will be deducted as per SARS legislation. **(Tax tables will be used to calculate tax on first income and 25% tax will be payable on second income)**
- 4.1.2 Garnish orders will be deducted should a Court Order be served on BEREa to do so.

- 4.2. In addition to the above core terms and conditions, the Assignee agrees to comply with all appropriate and reasonable policies and procedures of BEREa and / or that of its Client at which the Assignee may be placed from time to time, including:
- 4.2.1 Health & Safety Procedures
 - 4.2.2 Searching and Security Procedures
 - 4.2.3 Standard Operating & Computer Systems/Electronic Communications Procedures
 - 4.2.4 BEREa policies and procedures as provided for in the BEREa Documents (which includes inter alia the disciplinary code, rules and regulations, leave policy, training policy and uniform policy)
- 4.3. All further Terms and Conditions of Employment applicable to the Assignee shall be the minimums as set out in the Basic Conditions of Employment Act, as may be amended from time to time. Accordingly, and by way of example, the Assignee will be entitled to 4 months unpaid maternity leave (in respect of which the Assignee may obtain benefits in accordance with the Unemployment Insurance Act as it may be amended from time to time and of which the Assignee will inform BEREa of such benefit entitlement in writing). This entitlement to the minimums within the BCEA is subject to such Ministerial Determination and / or exemptions that BEREa may obtain from time to time. In this respect it is noted that BEREa presently has an exemption in terms of which:
- 4.3.1 As BEREa did not receive the Ministerial Determination as before, **leave** is regulated by the BCEA (Basic Conditions of Employment Act). Employees must apply for leave from BEREa and leave will be paid out in accordance with available leave.
 - 4.3.2 One day **sick leave** for every 26 days worked may be afforded to an Assignee (**Sick leave may only be claimed when you are rostered to work but are unable to do so due to ill health**)
- 4.4 **Hours of work** will be determined by the availability of assignment(s). Work on Sundays, Public Holidays and night duty shifts may be required. Shifts will be communicated and confirmed with the Assignee and Client by the BEREa consultant before being assigned to a shift.
- 4.5 It will remain the responsibility of the Assignee to contact BEREa and keep BEREa informed in the event that there is any changes in the continuity of the assignment with the Client at which the Assignee has been placed.
- 4.6 BEREa's failure to roster the Assignee to work during inactive or quiet business periods does not constitute the termination of the Contract of Employment.
- 4.7 The Assignee is not entitled to any remuneration for any period of unauthorised absence including Industrial Action and / or during a protected lock-out.
- 4.8 It is further recorded that in accepting the casual nature of the employment, the Assignee specifically indemnify and hold harmless BEREa and the Clients of BEREa against:
- 4.8.1 any claim for retrenchment pay;
 - 4.8.2 any claim for pay in lieu of notice or damages for termination of employment without notice;
 - 4.8.3 any claim for leave pay;
 - 4.8.4 any claim for outstanding pay, overtime, bonuses or commission;
 - 4.8.5 any claim for unfair dismissal;
 - 4.8.6 any claim of victimisation or of any unfair labour practice;
 - 4.8.7 any claim under the Labour Relations Act or Employment Equity Act or Basic Conditions of Employment Act or any other legislation.
- 4.9 All remaining terms and conditions applicable to employment will be regulated by BEREa's policy and BEREa's grievance and disciplinary procedures and the BCEA, including any other applicable legislation as amended from time to time. Copies of this documentation are available from the local Branch Office.

5. GUARANTEE OF COMPETENCE

- 5.1. The Assignee warrants that he / she has the necessary qualifications and experience to competently carry out the services which he / she has undertaken under this contract.

- 5.2. The Assignee further declares that there is no medical condition, either of a physical or psychological nature, of which he / she is aware that would impede his / her performance on the job, or which could hold an actual or potential risk to the health and safety of the employee himself / herself, a fellow employee or a member of the public.
- 5.3. This contract will be null and void should the Assignee not provide BEREa with suitable proof of the qualifications held by the Assignee and of his / her registration with the South African Nursing Council.
- 5.4. The Assignee shall furthermore ensure at all times that he / she is registered as a nurse with the South African Nursing Council and / or further appropriate body. Should the Assignee at any time be de-registered as a nurse with the South African Nursing Council or not be permitted to perform as a nurse for whatever reason, the Assignee's assignment(s) will be terminated summarily.

6. CONFIDENTIALITY

- 6.1. The Assignee acknowledges that during the course of the Assignment(s), the Assignee will become familiar with the confidential information of BEREa and / or the Clients of BEREa including commercial and technical secrets and / or other confidential information.
- 6.2. The Assignee consequently agrees that during any period of assignment(s) and subsequent thereto, the Assignee will not disclose to others or make use of directly or indirectly, any confidential information of BEREa and / or its Clients or of others who have disclosed it to BEREa and / or its clients under conditions of confidentiality, unless for a purpose authorized by BEREa and / or the Client. If there is any doubt whether any disclosure or use is for an authorized purpose, the Assignee is to obtain a ruling in writing from BEREa and the Client as the case may be and is to abide by it.
- 6.3. For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, workshops, programmes, computer programmes, specifications, quotations, formulae, computer records, client lists, manuals and price schedules, customer lists, customers and the like and including but not limited to training materials or manuals, trade secrets, know-how of any other tangible or intangible assets of BEREa and / or its Clients and / or other parties.
- 6.4. The Assignee is required to deliver to BEREa, whenever required to do so, and in any event when an assignment(s) terminates, all the assets of BEREa or the client at which the Assignee performed services, including, without limitation, all books of account, records, correspondence, access cards, keys, training documents, development notes, computer disks and the like concerning or containing any reference to the business of BEREa or the Client.

7. TERMINATION

- 7.1 This Agreement will terminate as set out in the **Preamble and Duration**.

8. SECURITY

- 8.1 The Assignee expressly agrees to submit his / her person and personal belongings to a search by any person designated by BEREa or the client at which the Assignee provides service.

9. DECLARATION

- 9.1. I understand that I have accepted the above Limited Duration Contract (LDC) and I will not have an expectation of permanent employment or renewal of the LDC.

- 9.2. I further confirm that I have read, understand and accept the contents of this assignment(s) and will abide by the said terms and conditions. Furthermore, I also understand that I shall only be paid for actual hours worked and that a “no-work-no-pay” arrangement will apply if no hours are worked for any reason whatsoever. I further agree that I will not harbour any reasonable expectation of ongoing or permanent employment during the term of this contract.
- 9.3. I hereby confirm that I have received the BEREa Policy and Information Documents which includes the BEREa disciplinary code and grievance procedure. I further agree that the information provided by me in the Registration document (as set out in Annexure “A” hereby attached) is true and correct. I further agree that the onus is on me to request BEREa to clarify any issues pertaining to this documentation.
- 9.4. I hereby confirm that I was made aware that if I do not Clock at the Hospitals I will not be paid for the said shift.

Signed at _____ on _____ 20_____
(Place) (Day) (Month)

THE ASSIGNEE

for and on behalf of BEREa

AS WITNESSES:

1. _____

2. _____



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HEALTH AND SAFETY POLICY:

COMMUNICABLE AND INFECTIOUS DISEASES

INJURY ON DUTY (IOD)

NEEDLESTICK POLICY

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1. COMMUNICABLE AND INFECTIOUS DISEASES

PURPOSE

The purpose of this procedure is to ensure that Berea assignees, who, while on a Berea assignment, are exposed to or in direct contact with patients who have infectious/transmittable diseases, receive the appropriate intervention.

POLICY

- 1.1. As the employer, Berea, requests from its clients that only when there is *no suitable alternative*, the Berea assignees are then allocated to areas where there are infectious patients.
- 1.2. In such instances where there is no alternative, Berea requests that the client keep the number of Berea assignees allocated to these areas / patients to a minimum.
- 1.3. Where it is known that the assignee will be in contact with an infectious disease, the client is responsible to inform Berea. Berea will be responsible for informing the assignee.
- 1.4. In those instances where the infectious disease is diagnosed after the Berea assignee has had contact with the patient, it is the responsibility of the client to inform Berea within 12 Hours. Berea will inform the assignee and initiate appropriate intervention.
- 1.5. Berea will only assume responsibility and liability for the screening of and / or the prophylactic treatment of its assignees, in those instances where the Berea assignee has come into direct contact with infectious patients (i.e. having nursed the patient).
- 1.6. All other assignees will be monitored, and the appropriate intervention will be initiated on the recommendation of a medical practitioner.
- 1.7. It is the responsibility of every Berea assignee to ensure that proper care has been taken to prevent the spread of any communicable and/or infectious disease.
- 1.8. Furthermore, it is the responsibility of every Berea assignee to ensure that he/she is familiar with the appropriate policies and procedures regarding communicable and/or infectious diseases of every institution and to adhere to such policies and procedures.

2. INJURY ON DUTY (“IOD”)

The following policy is applicable to all Berea assignees working fulltime or part time through the agency.

Should an incident occur while on duty:

- 2.1. Notify the person in charge of the unit or hospital.
- 2.2. Emergency treatment to be rendered as per the hospital policy.
- 2.3. The Berea consultant must be notified.
- 2.4. Complete the Berea injury on duty / needle stick injury incident form.
- 2.5. The completed form must be faxed to the Berea office within twenty-four (24) hours after the incident.
- 2.6. Should a medical practitioner examine the assignee, the first medical report must be completed by the medical practitioner and faxed, together with the incident form, to the Berea office.
- 2.7. Once the necessary completed documentation has been received by Berea an employee's report will be issued to the hospital.

- 2.8. Only with the necessary completed documentation can the incident be lodged with the Commissioner for Occupational Injuries and Diseases (twenty-four (24) hour deadline applies).
- 2.9. If the necessary documentation as stated above is not forwarded to the Berea office on time and is not accurately completed, Berea **will not be responsible for any expenses incurred** as a result of the incident.

3. NEEDLE STICK INJURY AND TOPICAL EXPOSURE TO BLOOD POLICY

The purpose of this procedure is to ensure that assignees who, while on a Berea assignment and are involved in a needle stick injury or are exposed to a patient's blood, receive the necessary medical intervention.

3.1 POLICY/PROCEDURE

- 3.1.1 As soon as possible after the needle stick injury or after exposure to a patient's blood and once the necessary emergency intervention has been rendered, the unit manager or person in charge of the hospital must be contacted and the incident reported.
- 3.1.2 Depending on which hospital the assignee is allocated to, the assignee will be referred either to staff health, the trauma/emergency unit or to the infection control sister.
- 3.1.3 The assignee must complete the standard Berea incident report form **TOGETHER WITH ALL OTHER APPLICABLE FORMS** and fax it to the Berea offices within twelve (12) hours.
- 3.1.4 It remains the assignee's responsibility to inform a Berea consultant telephonically of the incident within twelve (12) hours in order to ensure assistance.
- 3.1.5 Treatment is available at any state hospital of choice of employee.
- 3.1.6 Should the patient be HIV positive and further medical intervention be recommended, Berea will **not** be responsible for any anti-retroviral treatment.
- 3.1.7 Those assignees, who continue with further anti-retroviral intervention, do so at their own expense.
- 3.1.8 Berea will accept responsibility for a repeat HIV test / rapid test and a haemoglobin test six (6) weeks after the incident.
- 3.1.9 Berea **will not** accept responsibility for those assignees that require further medical intervention for low hepatitis B titres.
- 3.1.10 Should the worker zero-convert and become HIV positive within 6 months of the incident, the worker shall advise BEREa and a COIDA claim will be submitted to the Compensation Commissioner immediately for further investigation.
- 3.1.11 **It is the assignee's responsibility to ensure that all the necessary documentation is received by Berea.**
- 3.1.12 **Assignees that fail to complete the necessary documentation and fail to forward the documentation to Berea will be responsible to settle any invoices for any services rendered.**
- 3.1.13 Berea will assume liability for costs incurred to establish the HIV status of the patient.

3.2 NEEDLE STICK INJURIES – in conjunction with above policy

3.2.1 HANDLING OF SHARPS AND BODY FLUIDS

The emphasis is on prevention rather than treatment. Personnel are required to comply with the following guidelines at all times. Failing to comply with preventative measures will constitute as negligence on the part of the employee. Negligence exonerates BEREa from any liability;

- Protective clothing, latex disposable gloves, mask and eye protection is to be worn when there is any risk of contamination
- Needles are not to be re-capped
- All sharps are to be transported in a receiver or receptacle device
- Sharps are to be carefully disposed of. Needles are to be tripped upside down into specific sharps waste containers. Needles are to be detached from syringes before disposal by using sharps containers slots
- All sharps are to be disposed of in a rigid walled container
- Sharps containers are to be incinerated when 2/3 full
- Be aware of needles that maybe protruding from sharps container
- Needles are not to be left on a patient's bedside or on a bed
- When handling sharps at night, ensure that enough light is available to safely carry out the procedure
- Ensure compliance with the client (hospital's) policies and procedures in conjunction with above

3.2.2 IMMEDIATE FIRST AID AFTER INJURY

3.2.2.1 It is of paramount importance that treatment with antiviral drugs is commenced as soon as possible or within one hour of injury

- ✓ Allow the injury to bleed freely under running water by applying pressure to the area (local venous occlusion)
- ✓ Wash the area thoroughly with soap and water Hibiscrub
- ✓ Clean the area with alcohol
- ✓ Apply an occlusive dressing
- ✓ If a mucous membrane is contained, rinse the area with copious amounts of water of sterile normal saline
- ✓ Eye exposure is irrigated with water of sterile saline

3.2.2.2 Written consent must be obtained from the injured worker as well as the source patient prior to HIV testing.

3.2.2.3 Treatment is available at any state hospital of choice of employee.

3.2.2.4 Testing: - If permission if refused, a signed statement to this effect must be given. In this case BEREa cannot be held responsible for any treatment or expenses.

3.2.2.5 Report the incident to BEREa within 24 hours

3.2.2.6 Follow instruction and commence the starter pack

3.2.3 POST EXPOSURE INFORMATION

3.2.3.1 Included in the starter pack is a brochure regarding the management of occupational exposure HIV.

3.2.3.2 In the case of such an injury, this must be read

3.2.3.3 It is the responsibility of employee to complete all treatment prescribed and to adhere to the Antiretroviral Prophylactic Schedule.

- 3.2.3.4 It is vital to discuss all side effects and contra-indications with the prescribing doctor
 - 3.2.3.5 The medical practitioner should be alerted in the case of any pre-existing renal or liver dysfunction
 - 3.2.3.6 Be on the lookout for flu-like symptoms or rash which indicated of sero-conversion
 - 3.2.3.7 Protect your sexual partner this period by using condoms. Ensure that your partner is fully informed
- 2.3.4 The initial needle stick injury is not classified as an I.O.D, and only should the assignee sero-convert will the incident be lodged as an I.O.D.
In most instances assignees are not seen by a doctor but are referred to the Infection Control or Health and Safety officers for the necessary counselling and intervention. Should it be necessary for the incident to be lodged with the Commissioner at a later stage, a first medical report is required. In order for Berea to be in a position to lodge the incident it is essential that a copy of the counselling report is received from the hospital and attached to the incident report as this is classified as the first medical report as well as a Berea incident report form.

3.3 TOPICAL EXPOSURE TO BLOOD – in conjunction with above policy

- 3.1.1 These incidents are classified as IOD's and it is, therefore, necessary for the assignee to be seen by a doctor in order for the first medical report to be completed. Should such an incident be reported, it is essential that the assignee gets referred to a trauma/emergency unit where a doctor is available to complete the necessary documentation.

IT IS EACH INDIVIDUALS RESPONSIBILITY TO HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS DOCUMENT



BEREA NURSES INSTITUTE (PRETORIA)

CC 1995/044690/23

19 DELSEN CENTRE • 307 PAUL KRUGER STREET • CAPITAL PARK • PRETORIA

P.O. BOX 31030 • WONDERBOOMPOORT • 0033

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E-mail: berea@berni.co.za

COMPANY RULES & REGULATIONS – SUMMARY

- 1 Employees must be at work punctually.
- 2 Unexcused or unauthorised absence from work or coming late is unacceptable and will not be tolerated.
- 3 Employees must be in uniform where applicable when on duty. Uniforms should always be kept clean and tidy.
- 4 Employees must carry out their work duties at all times in an efficient and diligent manner.
- 5 Absence from work due to sickness or unforeseen circumstances should be reported to the employer as the earliest instance on the 1st (First) day of such absence.
- 6 Sick leave will be granted in accordance with the availability thereof.
- 7 Employees must however submit a completed "sick certificate" for absence for more than 2 (Two) successive days, to the employer within 2 (Two) working days upon return from sick leave.
- 8 In exceptional cases of sudden serious illness or an emergency the employer must be notified of the cause of absence.
- 9 A medical practitioner or an authorised person must complete and sign the sick certificate.
- 10 Absence from work for a continuous period of 5 (Five) days and failure to notify the employer of reasons for such absence will be regarded as desertion.
- 11 All employees must comply with the lawful and reasonable instructions of the manager/employer.
- 12 Insubordination will not be tolerated.
- 13 Possession or use of intoxicating substances will not be tolerated.
- 14 Breathalyser tests may be carried out from time to time in random fashion as determined by management.
- 15 Employees are at all times required to be honest and act in the best interests of the company.
- 16 Dishonesty of any nature will not be tolerated.
- 17 Company property should be handled with care.
- 18 Wastage and/or loss of stock or perishables will not be allowed.
- 19 The workplace must be kept clean at all times.
- 20 Employees may not do any private work whilst on duty, unless express written permission has been granted by management.
- 21 Employees are not to perform any work, which may be in competition with the employer's business.
- 22 Threatening and/or intimidating fellow employees, management or any member of the public will be regarded in a very serious light.
- 23 No weapons or arms of any description may be brought onto the company's premises without written permission.
- 24 Employees may not borrow any monies from the company, except in extreme cases where management will consider it.
- 25 Disregard of health and safety rules will be severely dealt with.
- 26 Insulting and/or abusive behaviour will not be tolerated.
- 27 Any form of violence will be regarded in a very serious light,
- 28 Employees are not to participate in any form of unlawful industrial action.
- 29 Employees must not be in unauthorised possession of any goods/articles/monies, which is the property of the company, its customers or fellow employees.
- 30 No private telephone calls without permission are allowed.
- 31 No facilities and/or electronic communication systems may be privately used without necessary permission.
- 32 Placing the company in disrepute of discredit with regard to its customers shall not be tolerated.
- 33 Revealing confidential information is strictly prohibited.
- 34 No horseplay what so ever is allowed.
- 35 Gambling on the company premises is prohibited.
- 36 Posting, distributing and displaying notices and posters on the premises is not allowed
- 37 Communication with the public press on matters connected with the operations of the company will not be tolerated.
- 38 All employees will respect the hierarchy in the company.
- 39 All employees will adhere to the rules and regulations as set out in the company policies and procedures.
- 40 Each employee will adhere to the instructions issued to them by authorised personnel.
- 41 Employees in breach of policy and/or procedures will be dealt with in one of the following ways; Counselling, Verbal Warning, Written Warning, Disciplinary Hearing, which could lead to dismissal.
- 42 Obviously, the corrective action taken will depend on the severity of the breach and the legal action.
- 43 Any breach of policy and/or procedure will be kept on record in the employee's files.



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LIMITED DURATION CONTRACT: LEAVE ADDENDUM

Sections

4.3.1. Annual Leave

4.3.2. Sick Leave

4.3.3. Family Responsibility Leave

4.3.4. Parental Leave, Adoption Leave and Surrogacy Leave

4.3.5. Maternity leave

ANNUAL LEAVE:

See LIMITED DURATION CONTRACT OF EMPLOYMENT: NURSING attached.

SICK LEAVE:

Sick leave is only granted in cases of illness, indisposition and injury that are not the result of employees own doing. Misconduct or Negligence i.e. while on duty for Berea Nurses Institute (Pretoria).

Sick leave is granted 1 (One) hour for every 26 (Twenty-Six) hours.

A medical certificate must be submitted if a person has been absent for a booked shift.

The client must confirm that he or she was booked for the shifts.

No faxes or copies of a medical certificate will be accepted.

The medical certificate and attendance register must be forwarded to Berea Nurses Institute (Pretoria).

Injuries whilst on duty will be processed as per the **BCEA**

An employee who falls ill on duty will be granted sick leave, if the above steps are followed.

No payments will be granted if sick leave is exhausted.

FAMILY RESPONSIBILITY LEAVE:

Family Responsibility Leave entitling employees to three days family responsibility leave per year when a child is sick (younger than 18 years of age) or alternatively upon the death of a family member as listed in the Act -namely a spouse or life partner or the employees' parent, adoptive parent, grand parent, child, adopted child, grandchild or sibling. Reasonable proof will be required by Berea.



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PARENTAL LEAVE, ADOPTION AND SURROGACY LEAVE POLICY:

In terms of the Labour Laws Amendment Act an employee is entitled to 10 days parental leave upon the birth of the employee's child. Parental leave may also be applicable in circumstances where an employee legally adopts a child or when a child is placed by a court in the care of a prospective adoptive parent. In this regard one must consider the definitions of adoptive and prospective adoptive parents. A "prospective adoptive" parent means a person that complies with the requirements set out in the in the Children's Act of 2005.

Based on the aforementioned, it is evident that both male and female employees may qualify for parental leave, depending on the circumstances. However, if the employee gave birth to the child, she would not qualify for parental leave. Such employee is entitled to 4 months unpaid maternity leave.

Female employees may however qualify for parental leave in circumstances where such employee is one of the adoptive parents or a prospective adoptive parent. For the purposes of adoption leave, the child must be younger than two years of age.

Adoptive parental leave entitles one of the parents to 10 consecutive weeks unpaid adoption leave. If an adoption order is made in respect of two adoptive parents, only one may apply for adoption leave and the other for parental leave. The selection of choice may be exercised at the option of the adoptive parents.

Parental leave entitles an employee to 10 consecutive days' leave (not 10 working days):

- after the employee's child has been born
- an adoption order has been granted by a competent court, or
- a child has been placed in the care of the prospective adoptive parent.

As indicated, such leave will be unpaid, and employees will therefore have to submit claims to the Unemployment Insurance Fund to qualify for payment during the periods of absence from work.

In terms of the Labour Laws Amendment Act, an employee is entitled to 66% of his or her regular earnings subject to the maximum income threshold as per the Unemployment Insurance Act. The threshold is currently set at R212544.00 per annum (effective 1 June 2021).

Contributors will not be entitled to be paid from the Unemployment Insurance Fund for parental, adoption or commissioning parental leave if they were not employed and contributing to the fund during the 13 weeks prior to applying for such benefits.

Employees that entered in surrogacy arrangements with a surrogate mother will also be entitled to 10 consecutive weeks leave after the birth of the child. Where there are there are two commissioning parents to such a surrogacy agreement, one will qualify for ten days parental leave and the other for 10 weeks surrogacy leave. The selection of choice may be exercised at the option of the commissioning parents.



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It is important to note that in order to qualify for the payment of parental leave benefits from the Unemployment Insurance Fund, a male employee will have to adduce proof of him being the father of the child by virtue of a birth certificate with his name and surname appearing on it.

A further requirement in terms of the Amendment Act is that an employee must notify his or her employer in writing of the date that such leave is to commence and when the employee will return to work. Such notice must be given one month before:

- the child is expected to be born,
- the date that the adoption order will be granted,
- the child is placed in the care of a prospective adoptive parent, or
- the birth of the child in terms of a surrogacy agreement.

Maternity leave Policy:

In South Africa, employees have a statutory entitlement to **four consecutive months of unpaid Maternity leave**. The four months' Maternity leave is compulsory for the birth mother, and can only be reduced if a doctor certifies that the employee may return to work earlier. The employee is entitled to 4 months unpaid maternity leave. Maternity leave should commence one month before the expected date of birth of the child, and the employee is obliged to give the employer one month's notice of the commencement of maternity leave. Employers are not obliged to remunerate employees for maternity leave, and the employee must claim maternity benefits through the Department of Labour.

The employer is obliged to hold the employee's job open for her to return from a period of maternity leave. BG: labourguide.co.za/conditions-of-employment/452-maternity-leave

If you have been contributing to the Unemployment Insurance Fund (UIF) you can claim from the Maternity Benefit Fund.

If you have been contributing to UIF, you are eligible for a maternity benefit of up to a maximum amount of 60% of your remuneration (lowest amount of replacement income is 38%) depending on the level of your income. Benefits are paid for a maximum duration of 17.32 weeks (121 days). In the case of miscarriage in the third trimester or a stillborn child, contributor is entitled to maternity benefit for six weeks (Unemployment Insurance Act, Section 12, 13, 24, 2nd Schedule)

Your maternity leave can start any time from four weeks before the expected date of birth or on a date a doctor or midwife says is necessary for your health or that of your unborn child. You also may not work for six weeks after the birth of your child unless declared fit to do so by a doctor or midwife.

How do I claim from the UIF (Unemployment Insurance Fund)?



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Women who want to claim from the UIF need to go to the nearest labour centre with these documents: an ID book or passport, banking details, medical certificate. If the woman is too ill to go to the centre, she can send someone on her behalf.

Protection from Dismissals

There have been cases where women find themselves unemployed after maternity leave. This is illegal and goes against the South African Labour Relations Act (Basic Conditions of Employment Act). You shouldn't be dismissed during the period of her pregnancy and maternity leave. Laws consider dismissal of an employee on account of her pregnancy, intended pregnancy, or other reasons related to her pregnancy, as automatically unfair. (Labour Relations Act, section 185-187)

Right to return to same position

Women are entitled to their jobs when returning from maternity leave and should not be discriminated against. Law considers it unfair dismissal if an employer does not allow an employee to resume work after availing her maternity leave. (Labour Relations Act, section 186) BG: mywage.co.za/decent-work/maternity-and-work/maternity-leave

Is my job secure while I am away?

You cannot lose your job while on a maternity leave. Should your employer dismiss you during this period, the court can rule it unfair dismissal for reasons related to pregnancy. Such dismissals can be very expensive to employers since they have to award a huge compensation.

Read more: <https://briefly.co.za/24346-10-maternity-leave-south-africa-know.html>

A worker, contributing to UIF, is eligible for a maternity benefits for 17.32 weeks. UIF will pay you 38% to 60% of average earnings in the last six months, depending on the insured person's level of income.

Read more: <https://briefly.co.za/24346-10-maternity-leave-south-africa-know.html>

When applying for the UIF maternity benefits, you must carry relevant documents such as your National Identity Card or Passport and filled out application forms containing your banking details and medical information. Getting your full salary during maternity leave will affect your UIF benefits because your wages will reflect in your banking statements.

Read more: <https://briefly.co.za/24346-10-maternity-leave-south-africa-know.html>

How can I claim UIF maternity benefits?

It is as simple as getting the necessary documents ready and going to the nearest Labour Center to fill out a claims form. There is no deductible tax from your UIF monthly payments



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during this period. You need these documents to file for a UIF claim: 13 digit bar coded ID or passport Form UI-2.3 – Maternity benefits Application form Form UI-2.7 - Leave income form Form UI-2.8 - Banking details form Medical certificate from a doctor or a birth certificate of the baby Form UI-4 - Follow up form for continued payments after the initial claim has been approved.

Read more: <https://briefly.co.za/24346-10-maternity-leave-south-africa-know.html>

Below are facts about maternity leave in South Africa:

1. The maternity leave can begin at anytime from at least four weeks before the birth of the baby.
2. You can take a maternity leave when adopting or taking in a child from foster care. South African dads are entitled to 10 working days of paid paternity leave after a child's birth.
3. You are not entitled to a paid maternal leave in South Africa. A maternity leave for contract workers in South Africa should last up to 4 consecutive months.
4. A full-time employed female in South African with UIF contributions qualifies for the UIF maternity benefits.
5. Foreigners working on contract, learners, workers earning commissions only, and public servants do not qualify for UIF maternity benefits.
6. You can apply for UIF benefits as soon as you go for maternity leave.
7. You can accumulate your sick days, vacation, or paid time-off periods and use them during your maternity leave as time extensions.
8. You can claim UIF maternity benefits for up to six weeks if you miscarry in the third trimester or deliver a stillborn child.

Read more: <https://briefly.co.za/24346-10-maternity-leave-south-africa-know.html>



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UNIFORM POLICY

All Berea Nursing Staff are required to wear Navy slacks or skirts and White or Navy Tops or Blouses and neat Navy or Black shoes, and navy cardigans.

No sneakers, sandals, transparent blouses, windbreakers.

No large costume jewelry to be worn.

No other hospital uniforms are allowed in hospital where you are placed (e.g. Life Health Care or Netcare and vice versa).

If you are working overtime in hospitals where you usually work, it is permitted to wear their uniform.

It is always essential to wear your Berea name tag and epaulettes as this forms part of your uniform.

We are proud of Berea Nurse's name and want to be proud of our professional personnel as well.

ALL STAFF

Shorts, tracksuit pants, jeans and cargo trousers are not acceptable; suitable duty shoes with enclosed toes (Birkenstocks, joggers, sand- shoes and sandals are not acceptable).

Please ensure that the guidelines above are adhered to otherwise you may risk exclusion from our Agency as the above are the requirements of Medical staff clients.



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ANNEXURE TO THE EMPLOYMENT AGREEMENT

SANC & PROFESIONAL INDEMNITY:

Your SANC & Professional indemnity receipts must be presented on application, and thereafter renewed at every new year. Before the 31 December always.

SALARIES: Payable at end of each month.

WEEKLY PAYMENTS: ONCE a week

BANK PAYMENTS:

Every day once a week.

Fax must be received before 12:00.

Payments will be available the next day.

DEDUCTIONS:

Bank EFT payment of R21.00 will be deducted.

Cheque payment of R85.00 per cheque will be deducted.

All statutory deductions according to South African Laws will be deducted.

Office Hours 08:00 to 15:00

Berea Nurses Institute (Pretoria) is a nursing agency, therefore no Medical aid and pension, is provided.

You stand under full command of the sister in charge/matron, and their commands must be carried out.

Always be on time for a booked shift. Phone Berea Nurses Institute (Pretoria) or the hospital where you are placed to confirm that you are still booked. **No cancellation on short notice.**

Sign in the Berea Agency Staff Book at the hospital you placed at.

At Netcare/Life hospitals remember to clock, **NO CLOCK, NO PAY**

Neglect to comply with the above rules will result in discharge.

I agree to the above and give Berea NI Pretoria authorisation to deduct deductions as per above.

Date

Signature

14.4 STANDARD EMPLOYMENT

Reference to the Act Paragraphs 1 and 9(1) of the Fourth Schedule

Meaning

- Any employment where an employee (including a scholar or student), is required to render services to a single employer for a period of at least 22 hours in every full week provided that:
 - Periods of temporary absence of an employee is due to leave or exceptional circumstances; or
 - Temporary reduction in working hours is due to a reduction in the demand of the company's product where the employer imposes a temporary working week of less than 22 hours.

Deemed Standard Employment

- Where an employee does not fall within the definition of standard employment, an employee will be deemed to be in standard employment if the employee:
 - Is required to work for less than 22 hours a week and the employee furnishes a written declaration/affidavit to the employer that he/she will not render services to any other employer, during the period of such employment;
 - Is required to work for at least 5 hours per day and is paid remuneration of less than R287 per day.
- Where the employer conducts business in such a manner that employees render services on a regular or frequent basis for such periods as may be required by the employer, the Commissioner may, after consultation with the employer, anybody or association on which the employer is represented, direct that the employment of such employees shall be standard employment.
- The Commissioner may further instruct the employer as to which manner the Employees' tax must be deducted.

Non-standard employment

- Any employment which cannot be classified under Standard or Deemed Standard employment.
- Workers are employed on a daily basis and are paid daily, for example:
 - Casual commissions paid, such as spotter's fees;
 - Casual payments to casual workers for irregular services rendered or occasional services;
 - Fees paid to part-time lecturers;
 - Honoraria paid to office bearers of organisations, clubs, etc.

Note: The list is not exhaustive.

Employees' tax

- **Standard Employment income**
 - The weekly, fortnightly and monthly tables must be used to determine the amount of employees' tax to be withheld from the balance of remuneration for each pay period, and the annual table is used at the end of the tax period or year of assessment to determine the final amount of employees' tax payable for the full year or period of assessment.
- **Non-standard employment income**
 - Employees' tax must be calculated and deducted at 25% on the balance of remuneration.

- **Tax Directive**

- Where the employer is in possession of a tax directive in respect of an employee who is in non-standard employment, employees' tax must be deducted in accordance with the directive.

Summary

Scenario	Employees' tax
Employee is required to work at least 22 hours a week (standard employment) and earns remuneration which exceeds the annual tax threshold (R75 750 if less than 65 years old / R117 300 if 65 years or older / R131 150 if 75 years or older)	Use tax deduction tables
Employee is required to work at least 22 hours a week (standard employment) and earns remuneration which does <u>not</u> exceed the annual tax threshold (R75 750 if less than 65 years old / R117 300 if 65 years or older / R131 150 if 75 years or older)	No employees' tax to be deducted
Employee is in non-standard employment, required to work at least 5 hours per day and earns less than R287 for that day	No employees' tax to be deducted
Employee is in non-standard employment, required to work at least 5 hours per day and earns more than R287 for that day	25% deduction
Employee is in non-standard employment, required to work less than 5 hours per day and earns less than R287 for that day	25% deduction

IRP5/IT3(a) details

- Employees' tax deducted must reflect under code 4102