



HUMAN RESOURCE POLICY MANUAL



NEC TAMEN CONSUMEBATUR

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HUMAN RESOURCE POLICY MANUAL

1. CODE OF EMPLOYMENT

As the UPCSА is directly involved in the community, the UPCSА accepts its responsibility to contribute to the future of all the people in South Africa, to operate within the free enterprise system as well as within the bounds of any applicable social norms and statutory constraints.

The following constitutes our code of employment:

- Management and leadership of the UPCSА has the right to manage the denomination and fulfil its responsibilities to interested parties.
- The UPCSА provides equal access to opportunities of employment. To this end, appointments, payments, increments, and promotions are based on merit.
- The UPCSА does not discriminate against any of its employees on whatever grounds. In addition, the dignity and self-esteem of all employees will be promoted and maintained.
- The UPCSА is committed to a fair, equitable and competitive remuneration structure, as and if means allow.
- Conditions of employment, contracts of employment and fringe benefits are job-related and take into consideration the needs and circumstances of the UPCSА and its employees.
- The UPCSА is committed to training, developing, and utilising all its employees, where possible. Where employees with expressed potential have not been able to progress because of economic or socio-political disadvantages, affirmative action interventions will be applied to enable them to achieve and grow, where possible.
- The UPCSА shall strive to reflect the demographics of the greater Southern African society in its employment practices and structure.
- Communication structures will be maintained so that employees have the right of representation and consultation and that management has the right to initiate communication with employees.

2. UPCSА VALUES, MISSION, AND VISION

2.1. Values





2.2. Mission

We will proclaim our Triune God in Southern Africa through:

- *Bearing witness to the saving love of Jesus Christ;*
- *Building vital, reforming congregations for worship, ministry, and discipleship;*
- *Visibly proclaiming the Kingdom of God through unity, justice, peace, and love.*

2.3. Vision

"To be a reconciled community of Christians exercising a prophetic witness to Christ."

Our vision recognizes our diversity as a Christian community and sets out the objective "to be a reconciled community of Christians." We seek to be a "reconciled community" bearing in mind what the Apostle points out in II Cor. 5:19 "God was in Christ reconciling the world to Himself". Reconciliation is a gift from God, and we have the responsibility to pass it on: "He has entrusted to us the ministry of reconciliation". We cannot pass on what we have not received and taken the responsibility for. This is further highlighted in John 17: 20-21 where Jesus prayed for the unity of believers. If reconciliation is not true for Christians, then they have no message to proclaim to others.

Our unity also strengthens and gives credibility to our Prophetic witness as we proclaim God's sovereignty over the world. There is so much of evil, sin and injustice in the world that we cannot afford to remain silent or complicit. As Christians we are called to be "Witnesses" (Acts 1:8) "You will be witnesses of me in Jerusalem....to the ends of the earth" and Acts 22:15 "Witnesses of what you have seen and heard." We cannot speak to others concerning things we do not know. Christ must be a living reality to us so that we can be a credible witness of what we have seen and heard.

3. RECRUITMENT AND SELECTION

3.1. Purpose

The purpose of the recruitment and selection policy is to provide governing principles regarding the sourcing, recruitment, and selection of the most suitable candidates to support the denomination and the Central Office strategy. The aim is to ensure that all recruitment and selection practices are consistently followed, that results in the appointment of the best internal or external candidate.

3.2. Scope

This policy is applicable to the UPCSA Central Office and all other branches of the UPCSA where staff are employed, with the exception of congregations, and governs the sourcing, recruitment and selection of any internal and external candidates and excludes any consultants, contractors and third parties not paid through the UPCSA Pay payroll.



3.3. Provisions

This only defines mandatory principles governing sourcing, recruitment and selection and includes procedures or work processes relating to recruitment.

3.4. Governing Principles

The following principles govern the sourcing, recruitment, and selection of candidates:

- Filling and creating vacancies are the responsibility of the Line Manager together with the Church Office Committee, based on the needs of the central office. The line manager and Church Office Committee are responsible for obtaining authorization to proceed with the sourcing and selection process from the HR Task Force.
- The development and promotion of internal talent will remain priority. Internal sourcing and succession will however be supplemented, where required with external talent mapping and sourcing to ensure the appointment of the best in the industry talent. In this case, both internal and external candidates who meet the inherent requirements of the position will be considered. All vacancies will be advertised both internally first in the denomination, and then if unsuccessful, externally.
- Promotions and succession decisions need to be in line with the denomination's Employment Equity plan.
- The UPCSA is committed to provide equal opportunities to all in accordance with our values, legislative requirements (e.g. Employment Equity Act no 55 of 1998, Labour Relations Act 66 of 1995), Employment Equity Plans and diversity and inclusion aspirations.
- All advertisements will clearly state that the UPCSA is committed to source, recruit, select and appoint talent that supports and promotes equal opportunities in accordance with our employment equity and diversity aspirations.
- Any appointment that deviates from the UPCSA's employment equity plan should be approved by the HR Task Force.
- Our recruitment process will be free of any unfair discriminatory practices such as advertisements, selection criteria and tests used.
- All UPCSA employees will have access to open vacancies. Vacancies will be sent out to all staff, Presbyteries and Congregations, via email.
- The recruitment and selection process will be based on the job specific requirements and competencies. Competency based interview guides, based on the inherent requirements of the job will be used during selection process and will consistently be applied to all applicants and positions. Legal requirements pertaining to the retention of records will be adhered to.
- Relatives may be employed if considered the best fit for a position. However, related employees may not be involved in a supervisory/reporting relationship with one another or be part of the hiring, transfer, or promotion decision of any relative.



3.5. Advertising of vacancies

- Positions will only be advertised once authorization has been given by the Church Office Committee HR Task Force.
- Internal and external advertising can take place concurrently, if so required.
- All employees should have access to advertised positions.
- Internal communication channels need to be used to display internal job shops, which may include notice boards and emails.
- Vacancies will be advertised on the UPCS website.
- Vacancies should be open for at least 10 working days.

3.6. Testing and Assessments

- Any tests or assessment tool will be vetted by the HR Task Force to ensure fair and reliable testing that will not discriminate against any group of persons before such a test is introduced in the denomination.
- Internal applicants who are already in a position or fulfil the functions for that position are not required to complete applicable tests when applying for a similar position.
- Pre-employment tests / assessments need to be consistently administered in line with the provided guidelines for each test. Any tests / assessments will not be changed / adapted or amended in any way without the agreement of the HR Task Force.

3.7. Fixed-Term Contract Employees

This section deals with fixed-term contracts for staff undertaking work for short-periods of time.

Note! The General Secretary, Clerk and Ministry Secretary and Chief Financial Officer are employed on a Fixed Term Contract, which is renewable for a further term upon completion of the first contract.

A fixed-term contract is a contractual relationship between an employee and the company that lasts for a specified period, where the contract has a commencement date and terminates at a future date when a specific event occurs e.g. the completion of a project or task or the occurrence or non-occurrence of a specific event.

A fixed-term contract will be valid if the following requirements are met:

- The nature of the work must be for a limited duration, there must be a justifiable reason for fixing the term of the contract.
- The fixed term contract must be in writing.
- The contract must specify the 'justifiable reason'.



- Fixed-term employment contracts of employees earning less than the threshold (annual wage determined by the Minister of Labour & Employment) must be limited to a period of three months, except for certain prescribed circumstances.

Justifiable Reason for a Fixed -Term Contract

Where the employee:

- Is replacing another employee who is temporarily absent from work.
- Is employed on account of a temporary increase in the volume of work which is not expected to endure beyond twelve months.
- Is employed to work exclusively on a specific project which has a limited or defined duration.
- Is a non-citizen who has been granted a work permit for a defined period.
- Is employed to perform seasonal work.
- Is employed in a position which is funded by an external source for a limited period.
- Has reached the normal or agreed retirement age applicable in the employer's business.

Note: In the event of failure to prove that the above requirements have been met; the employee will be regarded as being employed on an indefinite basis.

Fixed-Term Contract of Employees above the threshold

- No statutory restrictions apply to the duration of fixed-term employment contracts with employees who earn more than the threshold. The above justifiable reasons must still be met.

Note: Repeated renewals of fixed term contracts of employees who earn above the threshold should be avoided. The repeated renewals may create a reasonable expectation of continued renewal of the contract or permanent employment.

- An independent contract is a person or a corporation that provides goods or services under a contract to a client / another entity as a non-employee. Unlike employees an independent contractor is not under the control, guidance, or influence of a client. An independent contractor must be free from the control of a client and be able to exercise judgment as to the manner and methods to accomplish the result.
- All fixed-term contract appointments must be approved and signed off by the HR Task Force.
- Fixed-period contract employees must receive a letter of appointment specifying the duration of the contract.
- The responsible manager and the Church Office Committee must ensure that the contract is not extended without any justifiable reason and without the permission of the HR Task Force.



3.8. Basic Recruitment Requirements

- Driving license/other licenses required - Where an employee is appointed into a position where a driving license or any other license is an inherent requirement of a job the applicant must already be in possession of such license at time of application.
- Promotion in line with the new position is dependent on obtaining a driving license.
- The validity of the aforesaid driver's license will be verified before confirmation of employment. If the license presented is not legitimate or valid, the disciplinary code prescripts with regards to the transgression will be invoked.
- The minimum requirement for employment is 15 years of age as stipulated in the Labour Relations Act. Anyone over the age of sixty-five years (65) may only be employed on a contract basis for a maximum of twelve months with the permission of the Church Office Committee and HR Task Force. He/she may not be a member of the company's retirement fund and accordingly will not be covered by the Group Life or Disability scheme given under Retirement Benefits as stipulated in the person's contract. Anyone who may reach the age of 65 years before the end of a fixed term contract may not be appointed.
- A job applicant who is fifty years or older must be informed of the company's retirement age (i.e. 65 years for Central Office and non-Ministerial staff). The benefits expected when retiring must also be brought to his/her attention. All this is done in close liaison with the Church Office Committee and HR Task Force.
- Re-employment of ex-employees - all applications for re-employment will be treated on merit with reference to past performance.
- Employees who have retired from the organization are eligible to be reemployed on a fixed term contract basis with the permission of the Church Office Committee and HR Task Force.
- Employees who selected Voluntary Severance Package (if ever offered), will only be considered for re-employment after 1 year of leaving the company. They should follow normal recruitment processes and apply for open vacancies.
- Employees who were retrenched will be considered for any vacant positions within 6 months from the date of Retrenchment. They should follow normal recruitment processes and apply for open vacancies.
- Employees who have been dismissed from the company will not be re-employed. Should employees who leave the company with pending disciplinary charges against them, be re-employed, all pending charges will be reinstated, and the disciplinary process will resume.
- Non-South Africans can only be employed if in possession of a valid work permit or Permanent residence, South African Bank Account and registered with SARS.
- Reference Checks - It is compulsory to perform reference checks on all shortlisted applicants prior to making the final decision to hire.
- Criminal Records and Financial Standings - It is mandatory for applicants to give consent to the company to conduct criminal and / or credit checks when they apply for employment. These checks will be performed by the UPCSA's preferred supplier at the time. The



outcome of these checks, and the satisfactory explanation of the applicant, will be considered when deciding on employment.

- Disclosure of Outside Business Interest - an employee is entitled to have financial interest in outside ventures if there is no direct conflict of interest with the UPCSA.
- Active involvement of any form in an outside venture must be declared in writing to the General Secretary and the Church Office Committee, so that any conflict of interest can be avoided. Most importantly, interests may not take up time that the employee would normally devote to the denomination's affairs.
- Conflict of interest has a potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest. Conflicts of interests are as stated but not limited to the below issues:
 - Gifts, Entertainment, Gratuities, Favours and Other Items of Value to/from customers, suppliers, vendors, contractors, government employees and other employees, Ministers, Presbyteries, or congregations within the denomination.
 - Where an employee is not personally involved in an outside venture but where he/she has close relatives or friends involved in business dealings with the company, alternatively, conflicting with the interests of the company, this must also be declared in writing to the General Secretary and Church Office Committee, to avoid any conflict of interests.
 - Any breach on this stipulation will be dealt with in line with the company disciplinary procedure.
 - Employees will be requested to state any conflict of interest upon employment with the denomination.
 - Employees will be required to update their declaration of interest on an ongoing basis and submit the required form to the General Secretary and Church Office Committee.
 - Once this has been approved by the General Secretary, the form must be sent to the Church Office Committee for record keeping.

3.9. Induction

The relevant line manager and General Secretary together must ensure that new recruits complete an Induction programme within 1 month of their appointment. An induction programme should be shared with the Church Office Committee in advance. A report should be submitted to the Church Office Committee at the end of the induction period.

4. DISCIPLINE

Disciplinary proceedings are taken only in instances where there is good reason and clear evidence. Action is appropriate to shortcomings and demonstrably fair and consistent with previous actions in similar circumstances. The emphasis should be on correction to prevent



recurrence of problems; the exception being shortcomings that persist despite corrective attempts and shortcomings of such serious nature that the continuation of the employment relationship becomes questionable.

4.1. Basics before applying discipline

Management must ensure that the employee is given all the tools for the job in the form of adequate training and clear instructions and that the conditions are such that he/she can perform.

Disciplinary action - warnings and dismissal - can only be taken if employee's shortcomings are not of management's making.

The following therefore needs to be considered before initiating disciplinary proceedings such as disciplinary interviews and disciplinary enquiries:

- Are there circumstances that can explain the shortcomings?
- Are there mitigating factors that should be considered when evaluating the shortcomings?

Shortcomings must be serious and point to discipline problems that are of the employees own making:

- Defiance of company rules - i.e. misconduct;
- Failure to perform despite tools and support - i.e. incapability / incapacity.

If there is no clear evidence of a discipline problem, then there is no good reason for disciplinary action.

Other actions may include counselling and correction - is then necessary to address shortcomings.

4.2. Basics when applying discipline

Discipline is only initiated when other attempts of correction have failed or when shortcomings are so severe that other attempts of corrective action become inappropriate.

The purpose of discipline - apart from serious instances of misconduct - is to bring about change by directing behaviour and performance towards acceptance of UPCSA rules and standards.

The emphasis is on identifying the problems that interfere with work and working out plans to obtain necessary improvements.

The following is necessary before deciding on disciplinary action:

- Establish the gap by clarifying what is expected and what is happening;
- Determine the reasons for the gap by looking at all the facts;
- Address problems with the aim of preventing recurrence.



4.3. Disciplinary steps

The disciplinary procedure provides progressive steps of increasing severity for unacceptable performance and conduct.

- Informal discipline - day-to-day corrective action in the form of verbal reprimands.
- Formal discipline - disciplinary action entails:
 - Verbal warning;
 - Written warning;
 - Final written warning;
 - Dismissal as per outcome of a disciplinary enquiry.

The procedure conforms to the requirements pertaining to the principles of natural justice.

In summary, management of the UPCSAs is required to do the following:

- Investigate before initiating disciplinary action;
- Inform the employee of the reasons;
- Give the employee an opportunity to state his/her side of the case in the presence of a representative;
- Consider circumstances and mitigating factors for determining appropriate action.

4.4. Representation

The employee is entitled to representation - a fellow employee from within the Central Office when initiating formal discipline.

4.5. Sexual Harassment

Sexual harassment in whatever form is an injury to a person's dignity and respect. It is not permissible and will not be condoned!

The purpose of this policy is to provide for a work environment in which the dignity and respect toward everyone in his/her dealings with the UPCSAs both on and off company premises is upheld at all times and in which sexual harassment is unacceptable.

This applies to all employees, applicants for employment, members, suppliers, contractors, and any other person having dealings with the UPCSAs.

Everyone in the UPCSAs's employ has a duty to help prevent sexual harassment from taking place by ensuring that his/her behaviour does not cause offence and by discouraging unacceptable behaviour by others.

Management has the further duty to take appropriate action in accordance with the provisions of this policy where sexual harassment does occur.



What is sexual harassment?

Sexual harassment is unwelcome conduct that violates the rights of a person and constitutes a barrier to equity in the workplace. It is a form of unfair discrimination based on gender, sex or sexual orientation as given in the definition on unfair discrimination in section 6 of the Employment Equity Act.

The outcome of the investigation and the outcome of further action as per the UPSCA's disciplinary procedure, if applicable, shall be communicated to the aggrieved employee.

It is unwelcome conduct of a sexual nature that can be physical, verbal, and non-verbal:

- Physical conduct ranges from touching to sexual assault and rape including threat of assault and rape, as well as strip search by or in the presence of a person of the opposite sex;
- Verbal conduct includes innuendos, suggestions, hints, comments with sexual overtones, sex-related jokes and insults, graphic comments about a person's body in his/her presence or to him/her, inappropriate enquiries about a person's sex life, wolf whistling, and the sending of sexually explicit text via any means including electronic transmission;
- Non-verbal conduct includes gestures, indecent exposure, and the display or sending of sexually explicit pictures and objects in any form including electronic transmission;
- Discrimination, victimisation and/or intimidation in instances where the employee does not submit to sexual advances;
- Sexual favouritism by rewarding those who respond to his/her sexual advances with promotion, salary increases, merit review and so on while other employees who do not respond to his/her sexual advances are denied such rewards;
- Quid pro quo harassment by influencing or attempting to influence employment circumstances such as appointment, promotion, salary, training, disciplinary action and so on in return for sexual favours;
- Hostile work environment where the employee is humiliated and badly treated or his/her work performance is negatively affected because of the sexual harassment;
- Unwelcome sexual conduct notwithstanding previous consensual participation in such conduct.

Procedure for dealing with sexual harassment

Sexual harassment can be reported to management as per any one of the following options:

- The aggrieved can approach management;



- Any other person from inside or outside the UPCSA can approach management in instances where the aggrieved finds it difficult to do so;
- Anybody who knows about the sexual harassment can approach management. If a management member knows about the sexual harassment, he/she can initiate proceedings as outlined below.

This can be done verbally, in writing or by lodging a written grievance.

Disciplinary action dependent on severity and/or persistence is subject to the UPCSA's disciplinary procedure.

Failure by management (up to and including the General Secretary) to follow up and take appropriate action where applicable, should be reported to the Convenor of the Church Office Committee and such failure will be investigated with reference to the circumstances of the case.

The UPCSA undertakes to thoroughly investigate each complaint or grievance. This also applies to incidents that are not reported to management but are noticed by management wherever and in whatever way. Thorough investigation followed by appropriate action takes place whenever an incident of sexual harassment becomes known to management irrespective of any complaint or grievance.

The outcome of the investigation and the outcome of further action as per the UPCSA's disciplinary procedure if applicable shall be communicated to the aggrieved employee.

The views of the sexually harassed employee about the perpetrator will not in itself determine the course of the investigation and are also not sufficient for determining the nature and the outcome of disciplinary proceedings.

The outcome of the investigation and the outcome of further action as per the UPCSA's disciplinary procedure if applicable shall be communicated to the aggrieved employee.

The UPCSA also undertakes to handle sexual harassment cases in a manner that ensures that the persons involved are protected by keeping their identities confidential as far as is reasonably possible.

It is an offence to retaliate in any form against the employee reporting in good faith the sexual harassment, the witnesses to the harassment, and the person reporting the incident(s) on behalf of the aggrieved employee.

Where appropriate, the UPCSA may aid with trauma counselling and medical expenses.

Additional sick leave is granted in serious cases of sexual harassment where sick leave entitlements are exhausted and further sick leave is required based on medical advice. Complaints about sexual harassment not made in good faith - i.e. frivolous, dishonest, unfounded, and/or malicious as per outcome of investigations - are treated in terms of the UPCSA's disciplinary procedure and are viewed in a serious light.

The aggrieved is entitled to lodge a dispute with the CCMA within 30 days as per the provisions of the Labour Relations Act if dissatisfied with the action taken by the UPCSA.



4.6. Fair application of discipline

It is essential to state shortcomings in terms that are self-explanatory. It is also necessary to justify:

- Why the employee is guilty;
- What the appropriate action should be; and
- Why circumstances and mitigation cannot be considered.

It is not sufficient to rely on UPCSA rules for justifying dismissal. For example, arguments that disciplinary sanction such as dismissal is the only option for unauthorised removal of UPCSA property and discretion therefore not possible do not hold in the CCMA or labour court. It is necessary to give the reasons why the transgression cannot be tolerated.

Careful examination of the nature of the shortcomings and the circumstances under which committed is necessary.

Suspension prior to disciplinary enquiry proceedings

Suspension - with full pay - is undertaken only in instances where the nature of the incident is such that the employee's presence may interfere with investigations, endanger other employees, disrupt daily operations or provide further opportunities for committing the same offence.

It is imperative to investigate alternatives of deploying the employee elsewhere - for example - before resorting to suspension with pay.

Note: Suspension with pay is subject to the approval of the Church Office Committee.

Alternatives to dismissal, suspension without pay and demotion

Alternatives other than dismissal such as suspension without pay for behavioural problems and demotion for work performance problems are also subject to disciplinary enquiry proceedings and require the agreement of the employee.

Dismissal applies if the employee refuses to agree to the option of suspension without pay or the option of demotion.

Appeals

The employee has the right to appeal against formal discipline, verbal warning, written warning, final written warning, and dismissal. It is important that the chairperson conducting the hearing was not involved with the initial disciplinary proceedings as he/she is expected to reach an independent conclusion.

Depending on the circumstances of the case, this may entail the following:

- Re-evaluation of the case by looking at the reasons for appeal and the record of proceedings;



- Re-hearing of the case because of allegations raised by the employee that make it difficult to reach a fair decision, alternatively, because of additional / new evidence not available to the employee at the initial hearing.

Appeals against Warnings

First Appeal

A first appeal is lodged at the level of the employees' immediate supervisor. In the event of the immediate supervisor's involvement in the issuing of warnings, an outside manager of same status can hear the appeal.

Representation is limited to the employee's constituency representative.

Second Appeal

If not satisfied with the outcome, a second appeal can be lodged with the General Secretary who will decide on the chairperson for the hearing.

A time limit of five days applies for hearing the appeal.

Appeals against Dismissal

The same provisions as for the second appeal under warnings apply; i.e. the appeal is lodged with the General Secretary who will decide on the chairperson for the hearing.

Re-instatement

Once an employee has been reinstated successfully, the employer will consider effecting back pay, based on the chairman's penalty decision. Back-pay is based on the following:

- Rate of pay with reference to the number of months
- Annual bonus / 13th cheque if back pay includes December when bonuses are paid;
- Additional bonus(es) / 13th cheque(s) if back pay includes bonus pay-outs beyond the last December.
- Arrear contributions to the UPCSA medical aid are voluntary and must be paid if the employee wants to claim medical expenses while out of work. Up to 24 months can be granted. This is not automatic and my mutual agreement only if claims were to be submitted.

5. DRESS CODE

The dress code is an important element in the creation of a positive image of the UPCSA, and forms part of the many different aspects of the company's corporate identity. All employees staff are always to dress appropriately and professionally.

6. EDUCATIONAL ASSISTANCE



The UPCSA encourages and promotes the education of its employees and their children by assisting them with grants, bursaries, loans, and study privileges.

The UPCSA operates funds to provide education bursaries and grants to employees and their children, known as the Presbyterian Educational Fund and the Robert Niven for Minister's children in South Africa at tertiary level.

There is no restriction on the number of children per employee.

Applications are invited from employees at the beginning of each year. The latest school report as proof that the child is attending school must be submitted with each application.

The amount of the grant for each child for schoolbooks is dependent on both the number of applications and the amount of money allotted for each year.

Bursaries for full-time tertiary education

- Children of employees with two years continuous service can apply;
- Bursaries are limited to one child per family, siblings of a bursary recipient do not qualify;
- Successful completion of the first year of study at a tertiary educational institution is a minimum requirement;
- Bursaries are awarded based on academic performance and financial need;
- Recipients of a bursary must renew their application on a yearly basis. Only students who pass all their courses are eligible for consideration.
- Employees are advised on an annual basis to submit applications for the following year. The June results must be attached to the application.

Employee Bursaries (Non-Taxable)

The UPCSA will endeavour to assist employees who study part-time for matric or tertiary qualifications (diploma or degree).

Assistance is dependent on budgets and requires the approval of the General Secretary in consultation with the Church Office Committee and HR Task Force where necessary.

Employees must obtain the necessary approval before enrolment.

Any other courses not considered directly relevant to the current job will not be covered and will be at the employee's own cost.

AN employee bursary to an employee if granted is exempt from tax only if;

- The employee agrees to repay the bursary amount where he/she fails to complete the studies for reasons other than death, ill-health, or injury.
- Applications for financial assistance for studies must be made on the required form detailing contractual training and payment agreement to avoid any tax liability.



On successful completion of the studies, the employee bursary will be written off.

If the studies are not successfully completed the employee will be required to re-pay the employee bursary. Repayments will be monthly and will be based on the value of the subjects/modules that have not been successfully completed, and interest will be charged accordingly.

As a condition of accepting the employee bursary, on successful completion of the full study course, the employee must remain with the UPCSА for the minimum duration of that course of study (for example, if the employee completed a part-time degree of five years minimum duration, he/she must remain with the UPCSА for the minimum period of five years after completion of that part-time degree);

If the employee does not remain in the employ of the company for the period stipulated on the Agreement the UPCSА may agree to reduce the amount to be paid back on a pro-rata basis depending on the length of time worked by the employee for the company after the successful conclusion of the studies.

Should the employee be required to redo certain modules/subjects or the full year studies, this will be for the cost of the employee. Once the modules/subjects have been successfully completed the employee can apply for re-imburement (which is taxable).

Costs are recovered pro rata if the employee leaves the employ earlier.

Employees who are required, by the UPCSА, to attend lectures or courses/seminars during working hours as part of their part-time studies will be given paid time off. This includes paid time off to leave earlier for lectures in the evenings.

7. EMPLOYEE FACILITIES

The UPCSА may provide, where practically possible, a pause area, and / or kitchen for the purposes of lunch and tea breaks. Repairs and replacement of equipment in the kitchen is assessed annually.

The company provides tea and coffee to all employees.

8. EMPLOYMENT CONDITIONS

The purpose of this policy is to address some of the very basic conditions of employment which will provide a general and brief guideline to all new and current employees within the UPCSА.

8.1. Employment contract

There is a contract of employment between the UPCSА and each of its employees as per the conditions in the letter of appointment. In addition, also in line with the contract of employment, all employees are required to adhere to the terms and conditions of employment and to conform to the work standards, expectations and/ or requirements, rules, and regulations.



Details of the employment contract are as per the appointment letter.

8.2. Rest and meal breaks

There are also two rest breaks of 15 minutes each, one before the meal break and one after the meal break; for example, one in the morning and one in the afternoon. The two rest breaks form part of the employee's ordinary hours of work.

Arrangements of one rest break of 30 minutes instead of two 15 minutes break - because of operational requirements in specific departments - are subject to agreement with the employees concerned.

A meal break of one hour applies after five consecutive hours of work. The meal break does not form part of the ordinary hours of work of the employee.

Arrangements of a meal break of 30 minutes instead of one hour - because of operational requirements in specific departments - are subject to agreement with the employees concerned.

A meal break does not apply to shifts of six hours work, notwithstanding the requirement of a meal break after five hours work.

Rest breaks and the meal break do not apply in instances of EMERGENCY WORK.

8.3. Probation

All new employees are subject to a three-month probation period. Probation provides an opportunity to assess the employee's capabilities in the new position before offering permanent employment. During this period, the employee is trained. Periodic assessment of the employee's performance must take place to assist him/her to settle in the job and to determine their progress this far.

Employees must also be inducted during the probation period.

The probation period must be stipulated in all letters of appointment. All newcomers to the company in are subject to a three-month (13-week).

On successful completion of probation, permanent employment is confirmed.

8.4. Performance Evaluation / Appraisal and on the Job Training

All employees shall be subjected to annual performance evaluation and appraisal in line with the tools that will be determined by the Church Office Committee. The object of performance evaluation and appraisal shall be to align staff performance with the requirements of the UPCSA and beyond. Embedded in the performance evaluation and appraisal shall be the identification of areas of growth and improvement and the determination of remedial actions for poor performance.

On the job training shall be considered as a way of remedying poor performance and addressing the identified areas of growth and improvement. Further training opportunities may also be identified to increase levels of performance to the benefit of both the UPCSA



and the employee. Only the employees who are existing the system or who just joined the system by the time performance evaluation/appraisal is conducted may be exempted.

9. LOANS

The UPCSA does not offer loans to its employees. This decision will be revisited on an annual basis, and should it change, the policy will be amended accordingly.

10. GIFTS

10.1. From outside

To protect suppliers, the UPCSA and employees themselves, employees are not allowed to accept gifts, rewards, and payments from suppliers.

If possible, any gifts received must be handed to the General Secretary be used for UPCSA purposes or to be donated to charities.

This rule is in place to ensure that fair business practices and sound business judgments with regards to service, quality and price are constantly maintained.

This rule also applies to Christmas in that gifts may not be accepted.

The only exception is tickets for sport events. At the General Secretary's discretion, employees may accept tickets for sport events but not supplier sponsored travelling to such events.

10.2. From inside

No property of any supplier or vendor, whether it is for display or other purposes, may be removed from church premises, or be given as a donation to a charity or given to an employee as a gift without the written consent from the General Secretary.

11. GRIEVANCES

Employees who feel that there are reasons for feeling aggrieved - either individually or collectively - have the right to submit such grievance for examination without fear of prejudice or victimisation.

Reasons for grievances may be any matter that concerns:

- Relationships between management and employees;
- Employment conditions contrary to provisions of individual employment contracts or collective agreements;
- Work rules, custom and practices and activities carried out in the course of duties.



In terms of principles of good faith, management must initiate a hearing in an endeavour to settle problems.

The emphasis is on what is right and what is wrong within operational constraints and not who is right and who is wrong.

Failure of due process entitles employees to seek recourse to outside dispute settling mechanisms.

Jurisdiction of the CCMA is limited to arbitration of unfair labour practices. Referral therefore requires from employees to demonstrate that an unfair labour practice had arisen which gave rise to the grievance.

11.1. Steps for handling grievances

Steps for handling grievances are as follows:

11.1.1. Stage 1

The grievance form is completed.

Individual Grievance

The individual employee who feels aggrieved can:

Approach the immediate superior either alone or accompanied by an employee representative.

Group Grievance

If a group of employees express the same problem, they are required to:

Call on the employee representatives - depending on the department involved - to approach the manager with direct authority over all employees involved.

Time limits of settling the grievance with one day apply unless employees are informed otherwise.

Employees can approach the superior next in line if reluctant to initiate discussions with the immediate superior. Nevertheless, the handling of the grievance must be conducted in the presence of the immediate superior.

11.1.2. Stage 2

If not satisfied with the outcome, the grievance form is passed on to the next level of management. If there is no next level, it proceeds to stage 3.

Employee representation consists of the employee's representative.



Time limits of settling the grievance within three days apply unless employees are informed otherwise.

11.1.3. Stage 3

If still not satisfied, the grievance level form is passed on to the next level of management again with the employee's representative in attendance. If there is no next level, the proceed to stage 4.

Time limits of settling the grievance within four days apply unless employees are informed otherwise.

11.1.4. Stage 4

As a last resort, the grievance form is passed on to the Church Office Committee to resolve matters within four days. The Church Office committee may appoint someone to listen to the grievance on its behalf.

Thereafter the mechanisms of dispute resolution apply.

11.2. Dispute and dispute resolution

In the event of a dispute - when the UPCSA and the employee are unable to resolve differences - a dispute meeting can be convened in a further attempt to reach settlement.

Disputes can be about interests such as pay and conditions of employment and rights such as unfair dismissals, unfair labour practices or interpretation of agreements.

The Labour Relations Act provides for the settlement of disputes by the Commission for Conciliation, Mediation and Arbitration (CCMA).

Failure to reach settlement with regards to dispute of rights by conciliation/mediation entitles either the UPCSA or the employee to refer the matter for final decision to:

- Arbitration either by the CCMA or privately in the case of unfair labour practises and difference in the interpretation of agreements;
- The labour court in the case of discriminatory / automatically unfair labour practices.
- Disputes of interests are generally not referred to higher authority for decision; the dispute is concerned with the "share of the cake" and does not constitute an unfair labour practice.

12. INFORMATION POLICIES

The UPCSA relies extensively on information, both in electronic and paper form, for performing its operational, management and executive activities. Employees access information resources and processing facilities to carry out their tasks and duties. These



policies protect the UPCSAs information from unauthorised access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction.

12.1. Acceptable use policy

- UPCSAs technologies are provided to you (employees, contractors and third parties) to facilitate UPCSAs business activities.
- UPCSAs information processed and stored on electronic and computing devices, whether owned or leased by the UPCSAs, the employee or a third party, remains the sole property of the UPCSAs.
- You may access, use, or share UPCSAs information only to the extent you are authorised and as necessary to fulfil your assigned job duties.
- Only authorised UPCSAs personnel may speak to the media (e.g. newspapers, social media, television, radio, magazines) about matters relating to the UPCSAs. The General Secretary and Communications Committee must be consulted in this regard.
- You must use only software that is authorised by the UPCSAs. You are not to install any unauthorised software on any UPCSAs device or uninstall / reconfigure existing approved software such as local firewall or anti-virus software.
- To ensure that storage resources are used optimally you must only store UPCSAs-related information on UPCSAs technologies, and only as authorised.
- You acknowledge that any personal information stored on UPCSAs technologies, outside of the ambit of UPCSAs purposes, is stored completely at your own risk.
- In the event that you store your own personal information on church technologies and this adversely impacts the UPCSAs, the UPCSAs reserves the right to delete such data and / or take action against you based on the conditions of your employment.
- You and your superior are responsible for exercising good judgment regarding the reasonableness of personal use of UPCSAs technologies. Generally, personal use is permissible if resources are not consumed to an extent that can be construed as excessive in that it does not interfere with your or your fellow employees productivity, may result in a direct or indirect cost to the UPCSAs or is used to facilitate the running of any other business interest outside of the UPCSAs. If there is any uncertainty regarding reasonable use, consult with your superior or the General Secretary.
- All UPCSAs information, regardless of what it is stored on or where it is kept, must be handed over by you to the UPCSAs General Secretary or Clerk of the Assembly (or duly appointed representative) when your employment comes to an end, or when you stop providing services to the UPCSAs.

Monitoring and Interception

- The UPCSAs reserves the right to monitor and intercept electronic communications in accordance with the provisions of the Regulation of Interception of Communications and Provision of Communications related Information Act of 2002.



- The UPCSА is further authorised to block electronic communication, should the content be deemed inappropriate, including but not limited to UPCSА confidential information, copyrighted content, malware, and language that is considered rude, explicit, racist, or sexist.
- For security (including forensic investigations), maintenance, and planning purposes, authorised individuals within the UPCSА may monitor UPCSА owned or leased equipment, systems and electronic behaviour and communications at any time.

Legality of communications (electronic or otherwise)

- All electronic communications sent by you, whether internal or external to the UPCSА, must automatically carry the standard UPCSА signature and legal disclaimer notice.
- You must ensure that you do not bind the UPCSА to any undertaking or statement unless you are authorised by the UPCSА to do so.
- Postings by you on social media or newsgroups should contain a disclaimer stating that the opinions expressed are strictly your own and not necessarily those of the UPCSА, unless such posting is in the course of normal UPCSА duties and made in accordance with authorised procedures.
- You should not use your UPCSА email address to sign up for personal sites and services i.e.: Social Media, Online Banking, Online Shopping, etc. Make use of your own private email address for these types of service.

Diligent and secure behaviour (at work and on the move)

- You must exercise extreme caution when:
 - opening e-mail attachments and clicking on links received, even if that e-mail appears to come from a known source, as it may contain or introduce viruses / malware into our systems; and
 - downloading files or information from the Internet or unknown sources.
- You must respond immediately to any viruses / malware detected on your workstation or computing device by informing the General Secretary and Clerk of Assembly.
- Unless your mobile computing device (laptop, tablet, mobile, removable media, etc.) has been encrypted with UPCSА authorised software, you are not allowed to store sensitive UPCSА information on such devices.
- In open office environments a clean desk policy should be followed (i.e. securely store all sensitive and confidential information in a locked cupboard drawer).



- No workstation equipment, devices, or terminals must be left logged on while unattended in open office environments. You must lock workstations or log off when stepping away from your desk.
- While working in public places you must take reasonable steps to prevent onlookers from viewing or overhearing any sensitive company information.
- While working in public places or remotely, you must take reasonable steps to protect mobile computing devices, removable storage, and other company information in your possession from theft, including being cautious from onlookers when working on aeroplanes.

Loss of information or computing device

- You must promptly report the theft, loss, or unauthorised disclosure of UPCSA proprietary information, and / or technology owned or leased to you by the UPCSA.
- Any loss of personal information (as defined in the Protection of Personal Information Act, No. 4 of 2013), whether suspected or actual, must be reported by you to the General Secretary and Clerk of the Assembly.
- The UPCSA reserves the right, and where technically possible, must remotely wipe any personal mobile device which has been enabled to access UPCSA information in the event of the loss or theft of such devices.

Unacceptable Use

- The activities listed in this section are, in general, prohibited. Whilst by no means exhaustive, this list provides a framework for activities which fall into the category of unacceptable use.

Illegal and unethical activities

- Under no circumstances are you authorised to engage in any activity that is illegal while utilising UPCSA-owned resources. The following activities are strictly prohibited, with no exceptions:
 - Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the digitisation and distribution of copyrighted music or video or the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the UPCSA.
 - View, facilitate, store, or distribute any material that is sexually explicit, pornographic, racist, sexist, or derogatory of race, origin, sex, sexual orientation, age, disability, religion, or political beliefs.
 - View, facilitate, store or distribute messages intended to harass, intimidate, threaten, embarrass, humiliate or degrade another employee, contractor or third party or that contain references that cause offense or contribute to a hostile workplace.



- Access data, a server, or an account for any purpose other than conducting UPCSA business, even if you have authorised access, is prohibited.
 - Attempt to access or access another employee's workstation, workstation account, e-mail or voice mail messages, files or other data without their consent or the consent of an authorised individual.
- Further prohibited activities
 - Sending, receiving, or forwarding UPCSA information using external non-enterprise email services such as Gmail, Yahoo, Hotmail, etc.

12.2. Social media use policy

Social media has become a common tool for organisations such as churches to communicate with their members and for individuals to communicate their opinions, the details of their personal lives and so forth. The UPCSA recognises that social media sites are increasingly useful communication tools and acknowledges the right of employees to freedom of expression – refer to the definition of social media for a list of examples. The use of social media, however, carries with it the risk of compromising the information security of UPCSA systems and services, as well as legal and reputational risks for the UPCSA and its employees. Therefore, only the General Secretary and/or duly authorized and designated employee(s) of the UPCSA will be permitted to engage with social networking Platforms on behalf of the UPCSA.

The policy applies to all users regardless of whether they access the social networking sites or personal internet sites using their personal devices, public devices (for example those that can be found in an internet café, hotel, etc.) or UPCSA issued devices. To limit the risk inherent in social media, this policy lays out the UPCSA's expectations, especially where the social media engagement is about the UPCSA.

This policy applies to:

- All UPCSA employees, contractors, consultants, secondees, agency workers and on-call workers.
- All UPCSA information processing facilities that process electronic information.
- Any third party or contractor hardware or software located within UPCSA information processing facilities.
- Any third party or contractor hardware or software located within premises owned, rented and/or under UPCSA management.

This policy covers all forms of social media, whether existing at the time of this policy's adoption or created thereafter. If you are unsure of whether a site, platform, tool, or application you are using is considered social media, and therefore covered by this policy, please contact the General Secretary of Clerk of Assembly.

Use of social media



The use of social media or technology on the internet for personal reasons during working hours must be limited to an amount of time that does not negatively impact an employee's productivity. This restriction applies to use of personal devices as well as UPCSА-supplied devices.

The volume of use of social media by an employee is ultimately subject to the discretion of an employee's supervisor or the General Secretary of the Central Office.

Social media in a Personal Capacity

As an employee, when you use social media and you are not representing the UPCSА in an official capacity or as part of your job function, then you are considered to be using social media in a personal capacity. Employees have no absolute privacy when they post comments on a social networking site as these comments or posts become public domain and can be accessed by anyone who has access to the sites.

Employees have a constitutional right to free speech when using social media in a personal capacity. Such a right, however, does have limitations, especially where reference is made to the UPCSА, colleagues, other people, or organisations. As an employee using social media in a personal capacity you must:

- Not use the official UPCSА social media profile or accounts to make posts.
- Not use your personal social media profile or account to post on behalf of the UPCSА.
- Not publish any information on social media that purports to be official information; such information may only be published by the Communications Committee having followed standard procedures for publishing authorised UPCSА information.
- Place the following disclaimer in a reasonably prominent place if you identify yourself as a UPCSА employee in any social media posting, refer to the work done by the UPCSА, publish content on social media outside the UPCSА network and it has something to do with work you do at the UPCSА, or provide a link to the UPCSА's website or official social media presence:

"The views expressed on this post are mine and do not necessarily reflect the views of the UPCSА."

- Not use the UPCSА logo or UPCSА trademarks in posts.
- Not post any comment in your personal capacity that may negatively affect the UPCSА's reputation or the reputation of any of your colleagues.
- Not publish confidential company information, which includes customer, client, partner and supplier details onto social networks or the employees' personal blogs or web pages.
- Not publish contact details or photographs of colleagues without their consent. If you are unsure about whether to post something on social media or if certain actions are appropriate, please consult the General Secretary.



- Not use social media to breach any South African laws (e.g. Electronic Communications and Transactions Act of 2002).

Social Media in a Business Capacity

As an employee, when you represent the UPCSA in an official capacity, as part of your job function, or because you were instructed to by management, then you are considered to be using social media in a business capacity.

If you use social media in a business capacity, you must:

- Only do so if you have approval or authorisation from the General Secretary or duly authorized and designated employee(s) of the UPCSA.
- Ensure your posts comply with all applicable marketing standards.
- Only post authorised Communications and not personal opinions or other unauthorised communications.
- Not post defamatory or harassing content, or content depicting nudity.
- Not post content that can be construed as offensive about: race, gender, disabilities, age, sexual orientation, religious beliefs and practice, political beliefs, or national origin.
- Not post any information you use, have access to or receive as part of your function at the UPCSA.
- Not post personally identifiable information about UPCSA employees, Ministers, employees, members, suppliers, and business partners.
- Respect copyright, trademarks, privacy, fair use, financial disclosure, and other applicable laws.
- Not use social media to breach any South African laws (e.g. Electronic Communications and Transactions Act of 2002).
- Where Employees are unsure or have a reasonable apprehension that items, they wish to publish may intercept pact on the above prohibitions, they should consult their manager or refrain from publishing such material.

Monitoring

- The UPCSA may monitor, intercept and store electronic communications provided by the UPCSA, for work related purposes. Employees need to be aware that their electronic communications, whether for personal or church-related purposes, is not strictly private and confidential.
- Social media postings made in a business capacity can be reviewed by the UPCSA.
- The UPCSA reserves the right to monitor comments, discussions, posts about the UPCSA, its employees and clients and the industry, including products and competitors, made by anyone using UPCSA communications services. The UPCSA



reserves the right to use content management tools to monitor, review or block content on sites that violates UPCSА policy rules and guidelines.

- Depending on the social media platform you are using, posts made in a personal capacity may be visible to the UPCSА and the Public at large. The UPCSА may monitor, intercept, and store the social media posts of employees posting in a personal capacity if such posts are publicly available (even if such posts were not made using UPCSА communications services).
- The UPCSА retains the right to regulate access and use of social media services through its communications services.

Non-Compliance with the policy

Any violation and/or breach of this policy may result in the UPCSА taking necessary action against the employee concerned, in line with the UPCSА's HR's policy, procedure, guideline and/or protocol on such matters.

The UPCSА reserves the right to restrict or suspend the employee's access to the UPCSА's information assets and processing facilities based on non-compliance with this policy pending the outcome of the investigation.

The UPCSА reserves the right, in its sole and absolute discretion, to audit compliance with this policy and any related policies, guidelines and/or standards at any time.

12.3. Policy awareness, education, and training

In order to promote a culture of policy awareness within the UPCSА; the UPCSА will strive to the best of its ability, within reason, to promote, market and highlight the applicable policies around information, information security and other relevant topics.

As the user you are responsible for ensuring that you are aware of the applicable policies relevant to you as well as commit to paying attention to all awareness campaigns, attend scheduled training session that are of relevance and to seek clarity where required.

13. LABOUR LEGISLATION

The following labour legislation is applicable to the UPCSА and is available to employees at their request.

13.1. The Labour Relations Act (66 of 1995)

The purpose of this act is to advance economic development, social justice, industrial peace, and the democratisation of the workplace with reference to the following:

- Freedom of association giving employees the right to join trade unions and employers the right to join employers' organisations;
- Collective bargaining for concluding collective agreements with a trade union;



- Workplace forums for obtaining employee involvement and participation in work matters;
- Dispute Resolution regarding rights such as implementation and interpretation of collective agreements and unfair labour practices, and disputes of interest such as strikes and lockouts.

13.2. Basic Conditions of Employment Act (75 of 1997)

The Basic Conditions of Employment Act applies to all conditions that are not covered by collective agreements and individual employment contracts.

13.3. Employment Equity Act (55 of 1998)

The act looks at the resourcing of occupational positions with reference to previously disadvantaged population groups. This is to ensure the equitable representation of all population groups at all occupational levels and in all occupational categories in the workplace.

The purpose is to promote equal opportunities and fair treatment by eliminating unfair discrimination in any employment policy or practice and implementing affirmative action measures to redress imbalances of the past.

13.4. Skills Development Act (97 of 1998)

The act seeks to develop the skills of the country's workforce to improve productivity in the workplace and promote labour mobility, access to work exposure, entry into employment and opportunities for self-employment.

The act also provides for investment in education and training within the framework of the national skills development strategy.

13.5. Compensation for Occupational Injuries and Diseases Act (130 of 1993)

This Act provides for compensation for disability or death caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment.

13.6. Unemployment Insurance Act (2 of 2002)

The Unemployment Insurance Act provides unemployment, maternity, adoption, illness, and death benefits for employees.

Both the company and employees contribute one percent (1%) of basic earnings up to R14,872.00 per month to the fund.

Contributions amount to R148.72 for earnings more than R14,872.00 per month. Both the company and employees contribute equally.

13.7. Occupational Health and Safety Act (85 of 1993)

The Occupational Health and Safety Act provides for the health and safety of employees in the course of their employment and in connection with the use of machinery at work.



14. LEAVE OF ABSENCE

14.1. Occasional leave

All employees qualify with services up to four months.

Occasional leave provides for the following:

- Death of an indirect family member; i.e. parent, grandparent, grandchild, (included in all instances are own, adopted and step), non-dependent child (children over the age of 21) and sibling;
- Illness of a dependent child, employee's spouse, or life partner
- Monthly time off;
- Religious commemorations that are not public holidays.

Employees are entitled to 7 days occasional leave.

Requirements for taking occasional leave are as per the following:

- Submission of the leave application form at least seven working days in advance, the exception being the death of a family member and the illness of a child; and employee's spouse or life partner
- Cases outside the employee's control requiring occasional leave must be communicated to the employee's manager at shift start or as soon as possible thereafter on the first day of absence;

Guidelines for the utilisation of occasional leave:

Utilisation of occasional leave on any one occasion - subject to both the requirements for taking occasional leave and availability of occasional leave as per the entitlement - is dependent on the circumstances of the employee.

There are the following guidelines:

- Up to five days for the death of an indirect family member; i.e. parent, grandparent, grandchild (own, adopted, step), non-dependent child (children over the age of 21) and sibling;
- Up to two days for the illness of a dependent child (own, step and adopted) and employee's spouse or life partner;
- Up to two days for monthly time off for private business;
- Up to two days for religious commemorations that are not public holidays.



14.2. Compassionate leave

Where an employee loses a direct family member - spouse / life partner and dependent child (included in all instances are own, adopted and step) - up to three days of paid leave of absence applies. If there are geographic and other special circumstances, the General Secretary may grant two additional days paid leave of absence.

Provisions of up to three days leave apply on each occasion when a direct family member dies.

Dependent children include children up to 21 years old, children up to 25 years old if they are still studying and children with mental and / or physical disabilities.

14.3. Public Holidays

A public holiday that falls on an ordinary working day is a day of paid leave of absence for full-time and part-time employees.

14.4. Study Leave

The UPCSA assists employees with NQF Level 4 / Grade 12 and tertiary studies at a registered and state approved learning institution by granting paid leave of absence to study for and write year end / semester examinations.

The UPCSA assists employees with NQF Level 4 / Grade 12 and tertiary studies at a registered and state approved learning institution by granting paid leave of absence to study for and write year end / semester examinations.

Study leave is in addition to annual leave. Provisions are as follows:

- One full working day of study leave for studying prior to each examination;
- One full working day of study leave for writing each examination;
- Where more than one examination is scheduled for a subject, a full day of study leave is granted for the writing of each examination for that subject;
- Where more than one examination is written on same day, only one day of study leave is granted for these examinations;
- Application for study leave together with the supporting documentation on study courses and examination dates for leave must be submitted by the employee at least eight weeks before the examinations.

Study leave does not apply to tests / mock or trial examinations during the study year / semester.

14.5. Unpaid leave

Where the annual leave entitlement has been exhausted, and an employee requires unpaid leave for personal, cultural, or religious reasons, such requests should be treated sympathetically and with due regard to the circumstances.



14.6. Annual Leave

Annual leave accumulates from the date of starting employment.

If there is a public holiday during the leave period, employees are entitled to an extra day of leave.

Employees receive four weeks annual leave per year.

Annual leave of 20 working days - equivalent to four weeks - accumulates at the rate of 1,67 days per completed month of service.

Employees can take up-to a maximum of 12 negative leave days per year and may at any given stage not have more than negative 12 days.

Negative leave should be granted under special circumstances, such as an overseas holiday, or extended time off for studies, etc.

Employees may spend their annual leave days according to their discretion. However, every employee should, in each leave cycle, take an annual leave of not less than ten (10) consecutive days.

14.7. Discretionary leave

Discretionary leave - can only be approved once all other leave categories applicable are exhausted. This must be approved by both the General Secretary and the Church Office Committee under special circumstances and may not be the norm.

14.8. Long service leave

Employees do not accumulate long service leave unless otherwise stipulated.

14.9. Sick leave

All employees commencing a new sick leave cycle as from 1 May 2004 onwards are only entitled to six weeks sick leave.

Days off because of illness more than sick leave entitlements are treated as unpaid.

Sick leave amounts to six weeks within every three-year (36 months) cycle as from the starting date of employment:

- 30 days for five-day work employees;

During the first six months of employment, which forms part of the 36 months cycle, the employee accumulates sick leave as follows:

- One day per 26 days worked



- As from the seventh month, the full three-year cycle entitlement - less the days already taken - becomes available.

Sick leave not taken falls away at the start of the new three-year cycle. The full three-year cycle entitlement of 30 days becomes available.

14.10. Payment for absence from work because of illness

Days off because of illness more than sick leave entitlements are treated as unpaid.

If sick leave is due to the employee, the company must pay for absence from work because of illness under the following circumstances:

- The employee is absent for one or two days without a medical certificate;
- The employee provides a medical certificate for absence of three days and longer on his/her return to work.

If the employee is absent from work because of illness for one or two days on more than two occasions within an eight-week period, then a medical certificate is required for any absence during the next eight-week period.

In the case of absence without a medical certificate before and/or after a public holiday, the employee must get payment for the public holiday. Absence because of illness when scheduled to work on a Sunday or public holiday is treated in terms of sick leave provisions.

Medical Certificates

- The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and registered with a professional council enacted by parliament - such as the Professional Health Council.
- The medical certificate must specify the following:
 - Name, professional qualification, and practice number of the practitioner together with the physical business address and telephone number
 - Name of patient, date and time of the examination, date of issuing the certificate, duration of incapacity / absence from work and that the patient was unable to work during that period;
 - Duration of incapacity / absence from work and the patient's inability to work is based on the practitioner's personal examination.
 - Specification of the reason for incapacity / absence from work requires the employee's consent.
 - With printed forms, details not relevant have to be deleted by the practitioner.
 - Signature of the practitioner



Absence because of injury on duty

Absence from work because of injury on duty does not affect the employee's sick leave entitlements. The full monthly payment/monthly salary is payable during such period of absence.

14.11. Leave schedules

Schedules must be prepared at the beginning of each calendar year. In addition, every endeavour must be made to ensure that employees go on leave at the allocated time. Where possible, the employee's spouse also working for the UPCSA should be allowed to take leave at the same time.

14.12. Leave accumulation

Leave must be taken annually.

No more than one year's leave entitlement may be accumulated.

Employees may not work their leave and may not be paid out in lieu of leave.

Employees cannot accumulate more than 25 days (excluding long service if applicable) leave during any one leave cycle. Any leave balance over 10 days will be forfeited at the end of the financial year.

Employees will be allowed time to spend the remainder of leave credit from the previous leave cycle within three months into the new leave cycle or forfeit the days.

Arrangements for leave and / or long service leave are subject to operational requirements and needs and require the joint agreement of both management and the employee. If agreement cannot be reached, then management will get together with the employee and his/her representative for reaching an amicable solution.

Instances of employees not taking leave because of work pressures require the General Secretary and Church Office Committee authorisation.

Employees qualify for salary increases implemented whilst on leave.

Payment in lieu of leave is not permitted. Leave is only paid out on termination of services.

The employee cannot be required to work for the UPCSA whilst on leave.

15. MEDICAL MATTERS

15.1. Injuries on duty / accidents at work

With reference to the requirements of the Compensation for Occupational Injuries and Diseases Act, the following applies:



- The General Secretary and Clerk, or, in their absence, any senior staff member present, should be informed at the time of incident;
- Immediate medical attention must be given by sending the employee to a doctor/clinic. In the case of an emergency, a doctor may have to be called;
- The fact that the employee is covered by the Compensation for Occupational Injuries and Diseases Act must be stated to the doctor;
- An Accident Report form as per provisions of the Compensation for Occupational Injuries and Diseases Act must be completed and forwarded to the salaries/monthly payments office for submitting claims to the compensation commissioner.
- Absence from work is not deducted from sick leave; i.e. sick leave entitlements remain intact when suffering from injuries on duty and occupational diseases.
- The UPCSA pays the employee's full ordinary monthly salary/monthly payment whilst absent from work. The compensation commissioner refunds the UPCSA based on 75% of claims submitted.

15.2. Pre-employment medical testing

Medical testing of a person before commencing employment - if necessary, because of the nature of the job - is limited to the requirements specific to the job and is limited to determine functional performance and assessment / prognosis with regard to the employee's fitness to perform.

15.3. Medical examinations whilst in the company's employ

The UPCSA may recommend to an employee to undergo medical examinations in instances where it is believed that his/her performance is adversely affected because of ill health. The UPCSA will cover the cost.

Medical examinations are voluntary. The employee is therefore not obliged to undergo such examination.

15.4. Confidentiality of Health and medical records

All information is handled in the strictest confidence. The employee's written consent is required before any information can be released.

15.5. Alcoholism / Drug Dependence

The UPCSA assists employees to rehabilitate so that they can perform in line with the requirements of the employment contract.

Being under the influence of alcohol at work - either on reporting for duties or consuming alcohol during working hours affects the ability, alternatively, the suitability to perform required duties.



Alcohol intake essentially constitutes a breach of the employment contract so fundamental that the continuation of the work relationship becomes questionable.

In view of the fact that alcohol intake raises questions about the continuation of the work relationship, it is necessary to determine if the drinking is simply a situation of wilful disobedience of company rules (i.e. misconduct) or a situation of drinking because of inability to cope, coupled with the likelihood that drinking will continue immaterial of disciplinary action (i.e. incapacity because of dependence).

In the event of dependence on alcohol - recognised as an illness - dismissal is not justified unless an opportunity for treatment to rehabilitate is given and the employee fails to take up such treatment, alternatively, refuses such treatment.

The UPCSA assists employees to rehabilitate so that they can perform in line with the requirements of the employment contract.

Participation in treatment programmes and rehabilitation are voluntary.

Necessary arrangements are therefore the employee's concern.

15.6. Compensation for Occupational Injuries and Diseases

The Compensation for Occupational Injuries and Diseases Act provides compulsory insurance cover for all employees in the event of death, injury, or contraction of an occupational disease in the course of employment. This includes payment of medical expenses and compensation for permanent disablement

15.7. Dread / Life-threatening diseases and chronic illnesses

The UPCSA treats dreaded/life threatening diseases and chronic illnesses in a supportive and non-discriminatory manner and aims for the informed support and co-operation of all employees.

Employees have the right of confidentiality concerning their health and medical history. This means that all information is treated in the strictest confidence and may only be made known with the written consent of the employee.

Status regarding HIV/AIDS - because of its sensitive nature - is not indicated on the UPCSA's employee records in any form whatsoever.

Medical testing is voluntary. With regards to HIV status, testing is only done - subject to authorisation by the labour court - at the request of the employee and involves pre - and post-test counselling.

Testing is done when there is a concern that the employee's health may prevent competent job performance. Here it is also important to note that a person's voluntary disclosure of his/her HIV status provides no basis for refusing or terminating employment. The emphasis - to reiterate - is on here-and-now functional performance.

The rights of all employees are the same, whether of sound health or suffering from HIV/AIDS or other life-threatening diseases / chronic illnesses.



Any differentiation in treatment is solely based on the employee's condition of competency, medical reports, the law, health regulations and the needs of the business. The intention is to provide full and secure employment until the employee is incapacitated and/or functionally unfit to perform his/her job. Furthermore, alternative positions must be investigated to determine if the employee's remaining abilities can be utilised elsewhere prior to considering disability and salary continuation.

15.8. Medical Aid

Medical aid provisions are in place for all full-time employees, but membership of the UPCSA Medical Aid is voluntary.

15.9. Salary continuation / disability

Employees who become disabled or sick to the extent that they are no longer able to work, may qualify for salary continuation at the Church Office's discretion and/or disability benefits once certain conditions have been met and the claim has been accepted by the insurance.

Considerations of utilising the employee elsewhere are important before agreeing to place the employee on salary continuation / disability.

16. PARENTAL RIGHTS

The UPCSA acknowledges the need of parents and their young children and therefore the need for provisions to enable parents to give their children the necessary care and attention. All full-time, part-time, and variable-time employees with eight completed months of continuous services qualify. Provisions do not apply to flexible-time, fixed-period and occasional-time employees.

16.1. Parental Leave

As mentioned above, South Africa's new parental leave laws have been signed into law by President Cyril Ramaphosa – taking effect from 1 January 2020. The new legislation means that all parents – including fathers, adopting parents, and surrogates – are now entitled to 10 days unpaid parental leave when their children are born.

On 18 December 2019, the President of South Africa announced an effective date of 1 January 2020 for sections 1 to 7 of the Labour Laws Amendment Act of 2018. This effectively amends the Basic Conditions of Employment Act to provide for, inter-alia, the much-anticipated **parental leave**.

The remainder of section 27 of the Basic Conditions of Employment Act (Family Responsibility Leave) remains intact, entitling employees to three days family responsibility leave 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.

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. A prospective adoptive parent therefore means:

- a person that is fit and proper to be entrusted with full parental responsibilities;
- that is willing and able to undertake, exercise and maintain those responsibilities;
- that is older than 18 years;
- and that has been properly assessed by an adoption social worker.

“Adoptive parent” means a person who has adopted a child in terms of any law.

Based on the aforementioned, it is evident that both male and female employees may qualify for parental leave depending 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 as per the definitions above. 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 weeks consecutive 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. 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.

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

The same will be applicable for adoption leave.



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,
- or the date that the adoption order will be granted, or
- when the child is placed in the care of a prospective adoptive parent.

16.2. Maternity Leave

Employees are 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.

There is no provision in the Labour legislation stipulating at what stage the employee must inform the employer that she is pregnant, except for the requirement that the employee is obliged to give the employer one month's notice of the commencement of maternity leave.

Annual leave continues to accrue to the employee during a period of maternity leave, whether such period of maternity leave is paid leave or unpaid leave.

The employer is obliged to hold the employee's job open for her to return from a period of maternity leave.

17. POLICE INVOLVEMENT

The UPCSA reserves the right to prosecute employees for criminal offences, particularly dishonesty or enrichment at the UPCA's expense.

Any employee who is in possession of UPCSA property, alternatively, removes UPCSA property without authorisation, inclusive of tampering of records to conceal such unauthorised removal renders him/herself liable to criminal prosecution.

Simultaneously and in addition to laying criminal charges, the UPCSA will initiate disciplinary enquiry proceedings against such employee.

Furthermore, in each instance, the merits of the case together with the circumstances will determine whether to lay criminal charges, whether to deal with the offence as per the disciplinary procedure, or whether to do both.



Failure to declare personal items when entering the UPCSA premises or consumption of UPCSA merchandise will not necessarily result in calling the police;

Attempts to remove UPCSA property / merchandise openly without required authorisation such as proof of purchase or by concealing it in whatever form will necessitate calling the police;

Instances of collusion with colleagues, presbyteries and congregations will always necessitate calling the police.

The police will handle the prosecution as they deem fit. The UPCSA will not interfere with the police.

Should the SAPS deem it necessary to take further action against the employee due to the seriousness of the offence; the UPCSA is required to support the SAPS.

When the South African Police Service arrives at the UPCSA premises to investigate an employee due to the allegations from a colleague, Presbytery or congregation, the UPCSA is required to allow the SAPS to interview the employee/s and take the action they deem fit as police officers.

When the South African Police Service arrives at the store to investigate an employee due to the allegations from a third party, the General Secretary needs to support and provide the information needed considering the circumstances of the case.

When the South African Police Service arrives at UPCSA premises with a warrant of arrest for an employee, the UPCSA is required to support the police and the reasons for the police action.

The police have a duty to execute the warrant of arrest and it will be deemed unlawful should anyone interfere.

When the South African Police Service arrives at UPCSA premises to arrest an employee without a warrant of arrest, management should get the reasons for the police action (e.g. SAPS case number) and is required to support the police where needed.

When the SAPS arrive at UPCSA premises to arrest an employee with or without a warrant of arrest and the reason for the police action is based on an act or omission that was in the interest of the UPCSA, management will inform the General Secretary immediately, get the reasons (e.g. SAPS case number) for the police action and allow the police action to take its course.

The General Secretary and Church Office Committee should be consulted in terms of any support needed considering the circumstances of the case.

The UPCSA will attempt to engage the SAPS to execute the warrants of arrest at an employee's place of residence rather than at their place of work.

South African Police Service Officers must identify themselves to management and must record the details of the police officers for UPCSA record purposes.



The UPCSА will investigate the actions of employees in the event it leads to the disruption of its operations and decide on the appropriate action.

When there is a need to detain a person temporarily it is imperative that the dignity and rights of every person is protected as per the Constitution and in line with the UPCSА's code of conduct. Keep in mind that any person under suspicion is not guilty until proven guilty and as such must be treated with the necessary dignity and respect.

18. PRIVACY POLICY

The purpose of the policy is to record the specific principles agreed to by the UPCSА and high-level objectives for regulating the manner in which personal information is processed at the UPCSА in compliance with the requirements of the new POPIA Act.

Everyone has rights regarding how their personal information is handled. During its activities, the UPCSА will collect, store and process personal information about the UPCSА staff, contractors, customers, suppliers and other third parties. The UPCSА recognises the need to treat it in an appropriate and lawful manner.

In the event that there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (security compromise), the UPCSА (or an operator processing personal information on its behalf) will comply with this policy.

18.1. Terms and Definitions

The following terms bear the meaning given to them here in this policy:

- "Data subjects" for the purpose of this policy include all living individuals and juristic persons about whom the UPCSА holds personal information. All data subjects have legal rights in relation to their personal information.
- "Operators" include any person who processes personal information on behalf of a responsible party. Employees of responsible parties are excluded from this definition, but it could include suppliers which handle personal information on the UPCSА's behalf.
- "IO" means the information officer appointed as such by the UPCSА in terms of section 56 of POPIA and who will have the ultimate responsibility to ensure that the UPCSА Central Office complies with the provisions of POPIA;
- "Personal Information" means information relating to an identifiable, living, natural person, and (where applicable) an identifiable, existing juristic person, including the name, race, gender, marital status, address and identifying number of a person, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person.
- "POPIA" means the Protection of Personal Information Act 4 of 2013.



- "Processing" is any activity that involves use of personal information. It includes any operation or activity or any set of operations, whether by automatic means, concerning personal information, including—
 - the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use;
 - dissemination by means of transmission, distribution or making available in any other form; or
 - merging, linking, as well as restriction, degradation, erasure, or destruction of information.
- "Processing conditions" are the 8 (eight) conditions for the lawful processing of personal information set out in chapter 3 of POPIA.
- "Regulator" means the Information Regulator established in terms of section 39 of POPIA.
- "Responsible parties" are the people who or organisations which determine the purposes for which, and the way, any personal information is processed. They have a responsibility to establish practices and policies in line with POPIA. The UPCSA is the responsible party of all personal information used in its business.
- "Special Personal Information" includes personal information concerning the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or the criminal behaviour of a data subject to the extent that such information relates to the alleged commission by a data subject of any offence; or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.
- "Users" include employees whose work involves using personal information. Users have a duty to protect the information they always handle by following the UPCSA's data protection and security policies.

18.2. UPCSA Privacy Principles

- We take accountability for all personal information we collect, process and pass onto required third parties to process.
- We will only process personal information collected directly from the data subject and process it only for the business purpose consented to by the data subject.
- We will only share personal information with third parties where the use thereof aligns to the purposes consented to by the data subject or if we are permitted to do so in terms of applicable laws.
- We will only share personal information with third parties, without data subject consent, in a de-identified or aggregated form, using an approved intermediary or if we are permitted to do so in terms of applicable laws.



- We will always apply appropriate and reasonable organisational and technical measures to safeguard personal information.
- We will keep personal information updated by encouraging and facilitating access to and the correction and/or deletion of personal information by the data subject.
- We will delete or de-identify personal information once its purpose has been fulfilled.
- We will comply with our mandatory security compromise notification requirements if there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person.
- We will not sell congregational, employee or vendor personal information.
- We will not process special personal information other than when required to fulfil a specific, business-related purpose and it is lawful to do so.
- We will not export or host any personal information outside of South Africa, except in compliance with s72 of POPIA.
- We will not store unprotected, unstructured personal information outside of the central source databases i.e.: email (especially not non-UPCSA email accounts), file servers, public cloud storage, removable storage, laptop hard drives, etc.
- We may process special customer personal information such as facial recognition, retina scan or fingerprint personal information to facilitate authorised access to UPCSA facilities.
- Subject to applicable laws, we may process special personal information such as racial or gender personal information to profile or segment customers.

18.3. Processing Conditions

In accordance with POPIA, when processing personal information, we will comply with the following eight processing conditions:

18.3.1. Accountability

The UPCSA must ensure that the processing conditions are complied with.

The UPCSA must appoint an Information Officer ("IO") to encourage and support the UPCSA's overall compliance with POPIA.

The IO is responsible for drafting an information security policy, which will, among other things, address document retention, access to information and classification of data. The UPCSA will furthermore designate specific individuals to monitor compliance with information security standards within each area.



Training or awareness sessions for employees on information security will be conducted on a regular basis.

18.3.2. Lawfulness of processing

Personal information may only be processed if, given the purpose for which it is processed, it is adequate, relevant, and not excessive. This condition applies to electronic personal information and paper-based records stored in a nonautomated filing system.

It is advisable to obtain voluntary, informed, and specific consent from data subjects, where possible, before collecting their personal information.

The UPCSA's terms of engagement should include such consent clause.

A data subject may withdraw consent at any time and such withdrawal of consent should be noted. A data subject may also object at any time on reasonable grounds, to the processing of its personal information, save if other legislation provides for such processing. The UPCSA may then no longer process the personal information unless it is authorised to do so under relevant laws.

18.3.3. Purpose specification

Personal information may only be processed for specific, explicitly defined, and legitimate reasons relating to the functions or activities of the UPCSA, of which the individual is made aware.

Personal information will only be collected to the extent that it is required for the specific purpose notified to the data subject.

Any personal information which is not necessary for that purpose will not be collected in the first place.

Once collected, personal information will only be processed for the specific purposes notified to the data subject when the personal information was first collected or for any other purposes specifically permitted by POPIA. This means that personal information will not be collected for one purpose and then used for another.

If it becomes necessary to change the purpose for which the personal information is processed, the data subject will be informed of the new purpose before any processing occurs.

Records of personal information may only be kept for as long as necessary for achieving the purpose for which the information was collected or subsequently processed, unless:

- retention of the record is required or authorised by law;
- the responsible party reasonably requires the record for lawful purposes related to its functions or activities;



- retention of the record is required by a contract between the parties thereto; or
- the data subject or a competent person where the data subject is a child has consented to the retention of the record.

Personal information will therefore not be kept longer than is necessary for the purpose for which it was collected. This means that personal information must be destroyed or deleted in a manner that prevents its reconstruction in an intelligible form or be de-identified as soon as reasonably practicable after the UPCSAs are no longer authorised to retain the record. For guidance on how long certain personal information is likely to be kept before being destroyed, contact the General Secretary.

18.3.4. Further processing limitation

Further processing of personal information must be compatible with the purpose of collection unless the data subject has consented to such further processing.

Where personal information is transferred to a third party for further processing, the further processing must be compatible with the purpose for which it was initially collected.

If personal information is to be used for any other purpose the further consent of the data subject must be obtained.

Where this is not possible, the IO should be consulted.

18.3.5. Information quality

The UPCSAs must take reasonably practicable steps to ensure that personal information is complete, accurate, not misleading and updated where necessary considering the purpose for which such information is collected.

Information which is incorrect, or misleading is not accurate, and steps will therefore be taken to check the accuracy of any personal information at the point of collection and at regular intervals afterwards.

Inaccurate or out-of-date information will be destroyed.

18.3.6. Openness

The UPCSAs must take reasonably practicable steps to ensure that the data subject is aware of:

- the information being collected and where the information is not collected from the data subject, the source from which it is collected;
- the name and address of the UPCSAs;



- the purpose for which the information is being collected;
- whether or not the supply of the information by that data subject is voluntary or mandatory;
- the consequences of failure to provide the information;
- any law authorising or requiring the collection of the information;

- where applicable, the fact that the responsible party intends to transfer the information to a country or international organisation and the level of protection afforded to the information by that country or international organisation;
- any further information such as the recipient or category of recipients of the information, the nature or category of the information and the existence of the right of access to and the right to rectify the information collected;
- the existence of the right to object to the processing of personal information; and
- the right to lodge a complaint to the Regulator and the contact details of the Regulator, which is necessary, having regard to the specific circumstances in which the information is or is not to be processed, to enable processing in respect of the data subject to be reasonable.

18.3.7. Security safeguards

The UPCSA will keep all personal information secure against the risk of loss, unauthorised access, interference, modification, destruction or disclosure and conduct regular risk assessments to identify and manage all reasonably foreseeable internal and external risks to personal information under its control.

Duty in respect of operators:

An operator is 3rd party which may further process personal information collected by the UPCSA) and includes call centres, outsourced payroll administrators, marketing database companies, recruitment agencies, psychometric assessment centres, document management warehouses, and external consultants, to name but a few.

The UPCSA will implement the following key obligations in respect of operators:

- The operator may not process personal information on behalf of the UPCSA without the knowledge and authorisation of the UPCSA;
- The UPCSA will ensure that the operator implements the security measures required in terms of Condition 7 Security Safeguards;



- There will be a written contract in place between the UPCSА and the operator which requires the operator to maintain the confidentiality and integrity of personal information processed on behalf of the UPCSА;
- If the third party is located outside of South Africa, the UPCSА will consult the IO.

18.3.8. Data subject participation

Request for Information

The UPCSА recognises that a data subject has the right to request the UPCSА to confirm, free of charge, whether or not it holds personal information about the data subject and request the UPCSА to provide a record or a description of the personal information held, including information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information at a prescribed fee.

All users will comply with the UPCSА's Subject Access Request Policy in respect of any access to personal information requests by data subjects.

Request to Correct or Delete

The data subject may request the UPCSА to:

- correct or delete personal information relating to the data subject in its possession or under its control that is inaccurate, irrelevant, excessive, misleading, or obtained unlawfully; or
- destroy or delete a record of personal information about the data subject that the responsible party is no longer authorised to retain.

The UPCSА will provide credible proof to the individual of the action that has been taken in response to the request.

If any changes to the personal information will have an impact on any decisions to be made about the individual, the UPCSА will inform all third parties to whom the information has been disclosed, including any credit bureaus, of such changes.

Fair and Lawful Processing

POPIA is intended not to prevent the processing of personal information, but to ensure that it is done fairly and without adversely affecting the rights of the data subject.

For personal information to be processed lawfully, certain requirements must be met. These may include, among other things, requirements that the data subject has consented to the processing, or that the processing is necessary for the legitimate interest of the responsible party or the party to whom the



personal information is disclosed. In most cases when special personal information is being processed, the data subject's explicit consent to the processing of such information will be required.

Personal information about data subjects may be processed for legal, personnel, administrative and management purposes and to enable the responsible party (i.e. the UPCS) to meet its legal obligations as an employer, for example to pay data subjects, monitor their performance and to confer benefits in connection with their employment.

Examples of when special personal information of data subjects is likely to be processed are set out below:

- information about an employee's physical or mental health or condition to monitor sick leave and take decisions as to the employee's fitness for work;
- the employee's racial or ethnic origin or religious or similar information to monitor compliance with employment equity legislation; and to comply with legal requirements and obligations to third parties.

Processing in line with Data Subjects' Rights

Personal information will be processed in line with data subjects' rights. Data subjects have a right to:

- request access to any personal information held about them by a responsible party;
- prevent the processing of their personal information for direct-marketing purposes;
- ask to have inaccurate personal information amended; and
- object to any decision that significantly affects them being taken solely by a computer or other automated process.

Providing Information to Third Parties

Data subjects dealing with enquiries from third parties should be careful about disclosing any personal information held by the UPCS.

They should:

- check the identity of the person making the enquiry and whether they are legally entitled to receive the information they have requested;
- suggest that the third party put their request in writing so the third party's identity and entitlement to the information may be verified;
- refer to the IO for assistance in difficult situations; and



- where providing information to a third party, do so in accordance with the eight processing conditions.

19. REMUNERATION

19.1. Compensation Philosophy

The UPCSA's compensation philosophy is aimed at having fair and equitable remuneration practices in place to drive business efficiency, attract, and retain talented employees.

Our philosophy is embedded in a belief in meritocracy where we strive to recognise excellence and to pay for performance.

This philosophy is structured around our determination to remain competitive in the market and create sustainable practices and ensure that we are accountable to our congregations for the money invested in us.

Employees in similar roles performing at similar levels are paid within an equal and reasonable pay range.

19.2. Salary Reviews

Salaries and monthly payments are reviewed once every year.

Provision for increases (if affordable and applicable) should be included in the budget for the new financial year.

Increases are not automatic and are based on affordability.

19.3. Increases apart from the annual salary / monthly payment review

An increase applies on promotion to a higher job category.

No increases are done after the probation period is over.

These are increases not related to the annual salary review.

19.4. Payment on promotion

An increase applies on promotion to a higher job category.

An increase in salary / monthly payment may apply as from the date of promotion. If the employee's normal earnings are already above the minimum rate of pay for the new position, a promotion increase based on the skills, experience and job complexity may be considered.



19.5. Pay-out of salaries and monthly payments

Salaries / monthly payments are calculated from the first day of the month to the last day of the month.

For salaries, the 15th of the month is the cut-off date for processing payments. Pay-out is on the 25th of the same month.

19.6. Annual bonus

A bonus amounting to a full 13th cheque - equivalent to 24, 5 day's pay - is payable to all employees with 12 months continuous service as of 1 December.

A pro rata bonus is calculated and payable to employees with less than 12 months continuous service as of 1 December.

19.7. Bonus for employees on parental leave

Annual bonus payment provisions apply to employees on parental leave as if they are at work.

19.8. Bonus for employees suspend from services

Annual bonus payment provisions apply to employees suspended from tendering services - both paid and unpaid - as if at work.

19.9. Bonus for employees on salary continuation / disability

Bonus payments for employees on salary continuation are pro-rated with reference to number of months worked as of 01 December.

Employees in receipt of disability benefits do not qualify.

19.10. Overtime

No payment is made for any over-time worked. Where exceptional circumstances warrant over-time to be worked, the employer may consider giving time-off in lieu of over-time.

20. RETIREMENT

20.1. Membership of a Retirement Fund

All employees must join the Retirement Funds in the UPCSA when commencing employment.

Membership of the retirement fund also applies to employees on probation.

Fixed-period, flexible-time and occasional-time employees do not qualify for membership.



Employees on the retirement fund qualify for death-in-service benefits (i.e. group life cover) through the retirement fund.

All employees will receive a copy of the rules of the Retirement Fund when joining from the Fund itself.

All other benefits due to members, such as disability (if applicable) are communicated in the rules of the Retirement Fund.

20.2. Contributions

Both employer (the UPCSAs) and employee contribute towards the retirement fund. The contributions are set out in the employees' appointment letter and are reviewed on an annual basis.

20.3. Funeral Benefits

At the time of writing this policy, funeral cover is only offered to Ministers within the UPCSAs (at the General Assembly's cost). Should the cover further be extended, this would be communicated to all staff.

20.4. Retirement Age

The normal retirement age is 65 years for ordinary staff members in the UPCSAs, unless otherwise decided upon, through a General Assembly decision.

Date of retirement is on the 65th birthday. The last working day for the retiring employee is therefore the day before their 65th birthday.

20.5. Early retirement

Employees can retire early between the age of 60 and the normal retirement age of 65, at a date agreed between the employee and the company.

20.6. Retirement Counselling

All employees who are due for retirement should receive retirement counselling, particularly on retirement benefits from the Retirement Fund.

20.7. Retirement Administration

One year before retirement (done in January and June each year), employees who will turn 65 years in the year ahead, should be advised in writing, of both of the UPCSAs' retirement age and the company's offer of assistance with retirement planning.

21. SMOKING AT WORK

The purpose of the policy is to prohibit the smoking of tobacco products (including electronic cigarettes) in the workplace area other than in designated smoking areas, to ensure that employees who do not want to be exposed to tobacco smoke in the workplace are protected from such tobacco smoke in the workplace. In addition, in terms of the



Occupational Health and Safety Act 85 of 1993, the UPCSA as employer must provide a safe working environment and protect the health and safety of all persons at the workplace.

The policy applies to all employees of the UPCSA as well as visitors and contractors.
Tobacco Products Control Act 83 of 1993 as amended ("the Act")

The Tobacco Products Control Act 83 of 1993 as amended prohibits the smoking of tobacco products in public places.

Tobacco products includes any product manufactured from tobacco intended for use by smoking, inhalation, chewing, sniffing, or sucking.

The workplace is regarded as a public place in terms of the Act. The Act defines a workplace as:

- Any enclosed area or outdoor area in which employees perform their duties and
- Any corridor, lobby, stairwell, elevator, cafeteria, washroom, or other common area frequented by employees during their employment.

Designated smoking areas which comply with prescribed requirements are excluded from the definition of workplace.

The employer is entitled to prohibit smoking at the workplace altogether.

The employer who does not prohibit smoking at the workplace must designate a smoking area (not exceeding 25 percent of workplace floor area). The smoking area must be separated from the workplace by a solid partition and a door marked "Smoking area". Air from the smoking area must be directly exhausted to the outside and not be recirculated elsewhere.

Warnings about the health risks of smoking must be displayed in the smoking area. In addition, there is also the requirement for signs that specify that employees may be prosecuted and fined if not complying with the Act.

The employer must protect non-smokers from exposure to tobacco smoke and from retaliation in response to any complaints about tobacco smoke.

The employer who fails to comply with the act - apart from prosecution - faces the risks of damage claims from employees experiencing health problems because of exposure to tobacco smoke.

Smoking may only take place in designated smoking areas.

In the event of no designated smoking area inside a building, smoking is only permitted outside that building, away from areas where employees work outdoors, as well as away from entrance / exit points for employees, customers and the general public.

Employees may smoke tobacco products during rest periods – tea breaks and lunch/meal breaks as per the above provisions.

An individual employee may request a reduction of the one-hour Lunch/meal break to 30



minutes to utilise the remaining 30 minutes for additional smoke breaks. Such arrangements require the agreement of management and is subject to day-to-day operational requirements. In any such instance, the employee requires the authorisation of the immediate superior before leaving the workstation for a smoke break.

The duration of the shift cannot be reduced by a 30-minute lunch/meal break arrangement (See the Tobacco Products Control Amendment Act No 12 of 1999 for regulations.)

Employees can object to tobacco smoke in the workplace without retaliation of any kind.

In terms of the Tobacco Products Control Act 83 of 1993 as amended the UPCSA as employer must ensure that the rights of employees who do not wish to be exposed to tobacco smoke in the workplace are protected.

22. SOCIAL MEDIA

Only the Personal Assistant to the General Secretary, under the guidance of the General Secretary and/or the Communications Committee of the General Assembly, and/or duly authorized and designated employee(s) of the UPCSA will be permitted to engage with Social Networking Platforms on behalf of the UPCSA.

The Policy applies to all UPCSA employees regardless of whether they access the social networking sites or personal internet sites using their personal computers, internet café computers or UPCSA computers.

Employees are to be aware of the potential risks for the denomination in terms of customer perception/relationships, legal implications, market damage, damage to the company's reputation, interference with employees' private lives, competitive information or material which could be considered abusive or defamatory, etc. Comments posted on social sites become public domain and can be accessed by anyone who has access to these sites.

This Policy applies to all social networking sites, internet forums, blogs, wikis, podcasts, personal web pages, personal space provided by internet providers and internet presence including, but not limited to Facebook, Twitter, YouTube, MXit, LinkedIn, MySpace, etc., which make available personal views to the general public.

Employees must always comply with the UPCSA's human resources policies and code of conduct.

Employees who write blogs must have clear disclaimers in their personal blogs indicating that the views expressed by the author in the blog are the author's alone and do not represent the views of the UPCSA and that they are not writing on behalf of the UPCSA.

The writing of these blogs cannot be done in the UPCSA's time, utilizing UPCSA resources.

Employees must not use UPCSA logos and trademarks on their personal web pages/blogs.

Social media activities should not interfere with the employee's work commitments.

Confidential UPCSA information should not be published without authorisation.

Employees may not publish any information on social media that purports to be official information.



Employees should refrain from publishing comments or images when associating themselves with the UPCSА that would bring the UPCSА or its employees, management, members, suppliers or partners into disrepute and must always act in the best interests of the UPCSА.

Any breach of this policy may result in the UPCSА taking the necessary action it deems appropriate.

23. TERMINATION OF EMPLOYMENT

The policy is applicable to all UPCSА employees. Each employment contract shall have a clause that addresses the termination of employment.

23.1. Retirement

Employees retire from the UPCSА at the normal retirement age of 65 years. Date of retirement is on the 65th birthday.

23.2. Early retirement

Employees can retire early between the age of 60 and at the normal date of retirement, at a date agreed between the employee and the UPCSА.

23.3. Termination of a fixed term contract

Employees on a Fixed Term Contract, services automatically terminate at the end of the contract as specified in the contract of employment.

23.4. Voluntary Separation

The UPCSА may, from time to time, offer employees the opportunity to apply for a Voluntary Retrenchment. The UPCSА will consider the application and determine whether the application is successful. Upon successful application an agreement will be signed between the employee and employer detailing the severance package, payment and severance dates and conditions. Any terminations of this nature are to be authorised by the Church Office Committee.

23.5. Retrenchment

Retrenchment takes place when the UPCSА contemplates dismissing one or more employees for reasons based on the employer's operational requirements, as per Section 189 of the Labour Relations Act.

23.6. Death in service

Should an employee die whilst employed within the UPCSА the benefits due come from the pension fund where group life cover is in place and provided the Minister has maintained his contributions and they are up to date. The UPCSА cannot be held liable where members



have failed to contribute the correct amounts or have contributed late, resulting in no benefits becoming due and payable to them.

The pay-out is subject to SARS rules and regulations.

Recommendations on how to allocate monies - based on the circumstances of the dependants - must also be made. These recommendations are in addition to the Nomination of Beneficiaries form completed by the deceased employee. The final decision is vested with the trustees. Benefits at death in service are distributed among the nominated beneficiaries.

23.7. Disability

Employees who are disabled because of injury or illness to the extent that they can no longer work, may qualify for salary continuation at the Church Office's discretion and/or disability benefits once certain conditions have been met.

23.8. Resignation

Employees who resign are required to work the notice period, failure to do so may result in the deduction of the notice pay from the final settlement due to the employee breach of the contract.

When the employee resigns and is required by the UPCSA not to work their notice period, the notice period must be paid out.

23.9. Dismissal

Dismissal is subject to holding a duly constituted and properly conducted disciplinary enquiry.

23.9.1. Notice period

Requirements of the notice period apply in instances when employees are dismissed for matters other than gross and serious misconduct, however employees who are dismissed are paid in lieu of serving notice rather than have them work the notice period.

23.9.2. Summary dismissal

Summary dismissal is dismissal with immediate effect and without notice pay. This is only applied in instances which are defined in the Disciplinary Procedure. Examples of these reasons are dishonesty, assault, drunkenness, insubordination, unauthorised absence based on failure to come to work, disclosure of trade secrets, outside interests in competition with the UPCSA, and instances of serious and gross disrespect, negligence and dereliction of duties.

The Church Office Committee and Moderator of the General Assembly is to be advised of the dismissal of all employees.



23.10. Notice period

Notice period at resignation is as stipulated / specified in your employment contract.

23.11. Exit Interview

When an employee resigns from the UPCSА, the General Secretary together with the line manager must conduct an exit interview with him/her to ascertain the reasons for the resignation.

It is a breach of UPCSА policy to be vindictive towards any individual who wishes to leave the UPCSА's employ. The manager must handle the interview carefully to retain the employee's goodwill toward the company.

23.12. Final Remuneration

Payment will be made on the last day of the month.

Final remuneration includes payment up to the last working day or payment in lieu of serving notice and leave pay due. The final remuneration is used to offset any loans (if applicable) as per the Acknowledgment of Debt (if applicable).

The final remuneration must include payment for leave due to the employee.

Medical aid cover (if applicable) ceases with the last day of the week/month of employment with the company.

Bonuses are paid to individuals who are in the employ of the company at the time of bonus payments. This includes employees who are working the notice period, or employees whose notice period has been paid out but who are theoretically in the employ of the company.

23.13. Certificate of service

With the final remuneration, a certificate of service stating occupational position and starting and leaving date must be issued.

23.14. Company Property and access

Retention of UPCSА documents constitutes theft and all documents must be returned on termination of employment. All UPCSА property must be returned to the UPCSА on or before the employees last working day. This includes but is not restricted to company cars, Computers / laptops, mobile devices, and data cards etc.

Access to premises and all UPCSА systems are to be terminated on the month of termination.

24. TRAVEL

These rules and guidelines are meant to provide direction and address any confusion regarding the travel & accommodation policies of the UPCSА. The guidelines are designed to aid in containing costs wherever possible. Costs of travel and accommodation have



escalated alarmingly over the past several years and we require your cooperation so we can start to exercise fiduciary control over this major expense.

24.1. Scope of Policy

The scope of this policy extends to the following:

- The carrying out of Committee work and attending meetings arising out of a decision of General Assembly or the Executive Commission.
- It sets the minimum standards while it is understood that Presbyteries may set their individual policies.
- It must be read and applied in conjunction with Committee budgets set for Assembly Committees and does not change the need to comply with any approved Assembly Committee budget.
- The UPCSAs will reimburse members for travel and other expenses incurred whilst engaged on UPCSAs business, provided that the expenses are reasonable and commensurate with the nature of the Church assignment and the capacity in which the individual represents the Church.

24.2. Travel Guidelines and Principles

- Wherever possible select the lowest cost fare and mode of transportation when traveling. This includes the use of bus travel.
- Make travel arrangements at least two weeks in advance to insure the best possible rates. Any costs incurred through the unreasonable changing of bookings will be for the cost of the person's own account.
- Online booking is highly recommended because it often costs less.
- If traveling by Air, use Airlines that offer the most cost-effective rate.
- If traveling by car, and if it is possible, attempt to travel with others who may be attending the same meeting/event as you.
- Always travel in Economy class.
- Always use the most cost-efficient option for rental cars.
- Where possible avoid parking at an Airport/Station for more than one night.
- Park in the lowest cost parking whenever possible.



- Plan to use public transportation or hotel shuttles whenever possible.
- If the cost of air travel is on a par with the cost of a bus fare you may elect to travel by air at no extra cost to you as an individual.
- This Policy will be reviewed annually by the Finance Committee unless exceptional circumstances apply.

24.3. Travel rules

- All expenses must be previously agreed and authorized by the responsible person (Committee Convener, CFO, Accountant or General Secretary).
- All UPCSA chargeable expenses incurred by a member must be reported on the properly prepared Expenses Claim Form and approved by the designated responsible person.
- The expenses report for a trip should be submitted within One week of the return date, if not at the meeting itself. The report should be signed and dated by the member and include all travel receipts.
- When a member's own vehicle is used costs will be reimbursed at the rate of R3, 00 per km for the first 500 kilometres - Mileage incurred in excess of 500 km will thereafter be reimbursed at the rate of R1,50 per km. Only the driver of the vehicle will be reimbursed and Not his/her passengers. Trips using own motor vehicles will be limited to a maximum of 500 kilometres.
- The use of your motor vehicle for trips more than 500 kilometres must be authorised in advance by the Committee Convener, General Secretary, CFO or Accountant.
- Travel from home/office to the Airport/Station and back will be reimbursed at the rate of public transport only. Anything more than this must have receipts.
- Toll fees may also be reimbursed provided there are receipts to support the claim.
- Any travel cost exceeding R1500 must be approved by the CFO or General Secretary. The intent is to research whether we can get cost-effective options through the Central Office.
- Any overseas travel on behalf of the UPCSA must be done in consultation with the CFO or General Secretary if the Church is expected to cover any costs.
- The hire and use of rental vehicles should ordinarily be approved by the CFO or General Secretary. Any traffic fines incurred during the use of such rentals will be to the account of the driver/member.



- ALL claims for expenses within the RSA will be transferred into your bank account via EFT (Electronic Funds Transfer). You will need to provide details of your bank and bank accounts. Cash payments via Petty Cash may be arranged for amounts smaller than R250.
- Travel advances may be obtained prior to the travel provided that the Expenses Claim Form is submitted and approved by the designated/authorized person. No self-authorization is permitted. Any further expenses or lesser expenses than anticipated can be adjusted later with approval by the designated person.

A copy of the form to be used is appended to this Policy.

- Travel from Zambia and Zimbabwe will apply as follows;
 - The most cost-effective options regarding the choice of flights must be used.
 - All bookings will be done by Central Office.
 - Reimbursement for travel from home to the airport will be calculated at R3,00 per Kilometre based on the distance travelled. If cars or taxis are used every effort must be used to share transport.
- Normal subsistence rules apply in terms of meals and accommodation.

24.4. Accommodation, Meals and Other Expenses

- Lodging should be obtained at the most reasonable rate available for the location preferably at bed and breakfast rate only. Dinner is not included, unless specifically requested and authorized.
- Any lodging cost more than R750 should have the approval of the CFO or General Secretary.
- Breakfast, lunch, and Dinner expenses incurred away from member's home base will be met, on the following basis:
 - Breakfast, when not provided on the plane: R55.00 maximum.
 - Lunch on out of town assignment (Outside Gauteng and during normal Business hours) R85.00 maximum per member.
 - Dinner on overnight trips only: R150,00 maximum per member.
- Actual cost for lodging and meals will be reimbursed as documented by receipts. Expenses above the guidelines herein stated shall be the personal responsibility of everyone.



- The Church does not normally pay entertainment allowances unless pre-authorized by the responsible person. In such a case, individuals entertained must have a common interest with the Church. The person/s being entertained must be recorded on the standard Expenses Claim Form.
- The Church will reimburse the cost of internet service providers, only if the member stays in the accommodation for more than one night. Receipts must be submitted for reimbursement.
- Telephone charges incurred on Church business are allowed. Personal calls are limited to one per night away. Where possible cell phones should be used in preference to hotel or Bed & Breakfast switchboards.

24.5. Africa and overseas allowances

- Allowance where accommodation and meals are covered the daily allowance for incidentals is as follows. To be agreed with the CFO and General Secretary. Where the employee is the General Secretary it is to be agreed with the CFO and Church Office Committee.
 - Africa \$25 daily (per full day)
 - Europe/USA \$40 (per full day)
 - An IRP5 for tax will be issued.
- Allowance where accommodation is provided but no meals. To be agreed with CFO and General Secretary.
 - Africa \$90 daily (per full day)
 - Europe/USA \$200 (Per full day)
 - An IRP5 for tax will be issued.
- Where neither accommodation nor food is supplied actual cost will be reimbursed provided full slips are provided. This will cover water/ meals and accommodation.

25. GENERAL

This Human Resource Policy will be amended from time to time, as and when "business requirements" or "church requirements" change, together with any changes in any applicable legislation.

Such changes will be communicated to all employees to which this policy applies.

The Church Office Committee Human Resource Task Force is the custodian of the policy, and this HR Task Force will recommend all changes to the Church Office Committee to be approved.



Any changes done outside of a General Assembly, will still be in force and applicable (to comply with applicable rules and legislation), and such changes will be noted at the next available General Assembly.