

(SPECIMEN)
**SERVICE AGREEMENT
FOR ORDAINED PASTORS**

Memorandum of agreement entered into by and between:

The AFM of SA Assembly
(hereinafter referred to as "the Assembly" in its capacity as employer)
and

.....
(Full name and ID number)
(hereinafter referred to as "the Pastor" in his/her capacity as employee)

1. INTRODUCTION

1.1 The AFM of SA Assembly is situated in
..... (village, suburb, town or city) in the
..... Region/ Network.

The assembly is a registered assembly in terms of Section 2. of the constitution of the AFM of SA. The assembly believes that the Bible is the holy and infallible word of God and underwrites the statement of faith, the constitution and regulations of the AFM of SA.

1.2 (full name) is an ordained pastor of the AFM of SA who has signed **the Pledge of Office (Addendum A)**, endorses **the Code of Conduct (Addendum B)**, is not bound by any other service agreement and is not withheld by any contradictory convictions or limitations to render service as an ordained pastor in the assembly.

2. DUTIES OF THE PASTOR

The duties of the pastor in his/her capacity as (Presiding/ Co-Pastor), are in terms of **the Job Description (Addendum C)** which may, by mutual agreement, be amended from time to time to fulfil the requirements of the assembly. The job description includes the primary functions of an ordained pastor as prescribed in Section 7.3, Guidelines to Appendix 7, of the constitution of the AFM of SA.

3. DUTIES OF THE ASSEMBLY

The governing body of the assembly undertakes, within the ability of the assembly, to make it possible for the pastor to perform his/her duties and to offer love and cooperation in the Lord so that he/she is supported and enabled in accomplishing his/her task.

4. SERVICE BENEFITS AND CONDITIONS

The appointment is subject to the stipulations of the constitution of the AFM of SA and the appropriate personnel policy of the assembly. (Any deviations from the service benefits and conditions as described below, for reasons of affordability, availability, etc, should be negotiated and accepted in writing by both parties to this agreement and duly minuted.) The specific conditions applying to the pastor are hereby stipulated:

4.1 Date of commencement of service:

The pastor is appointed as from..... in a permanent capacity.

4.2 Remuneration package:

The pastor receives a gross monthly remuneration package, in terms of Section A.8.1.1 of Appendix 10 to the constitution of the AFM of SA, of R..... which includes all net benefits as per Section A.8.1.2 of Appendix 10 to the constitution of the AFM of SA. The governing body will annually evaluate the package in terms of guidelines determined as per Section A.8.2.1 of Appendix 10 to the constitution of the AFM of SA.

4.3 Annual bonus:

An annual bonus shall be payable to the pastor in terms of Section A.8.3 of Appendix 10 to the constitution of the AFM of SA.

4.4 Holiday leave:

The pastor is entitled to annual holiday leave in terms of Section A.8.4 of Appendix 10 to the constitution of the AFM of SA, with specific compliance to Section A.8.4.4 -The creation and maintenance of a Holiday Leave Register.

4.5 Sick leave:

The pastor is entitled to sick leave in accordance with the provisions of Section 22 of the Basic Conditions of Employment Act, Act No 75 of 1997.

4.6 Maternity leave: (where applicable)

The pastor (where applicable) is entitled to maternity leave in accordance with the provisions of Section 25 of the Basic Conditions of Employment Act, Act No 75 of 1997.

4.7 Family responsibility leave:

The pastor is entitled to family responsibility leave in accordance with the provisions of Section 27 of the Basic Conditions of Employment Act, Act No 75 of 1997.

4.8 Working hours:

As a result of the nature of the pastor's profession, fixed working hours are not possible. The conducting of services on a Sunday shall be deemed to be "ordinarily work" as defined in terms of Section 16 (2) of the Basic Conditions of Employment Act, Act No. 75 of 1997. It is, however, expected of the pastor to be readily available for the execution of his/her responsibilities towards the assembly subject to the requirements of Section 11 of the Basic Conditions of Employment Act, Act No. 75 of 1997.

4.9 Day-off and weekend-off:

The pastor is entitled to arrange his/her program in such a way that he/she shall have 36 consecutive hours off (day-off) per week and one weekend-off per quarter from duty (Refer to Section 15 of the Basic Conditions of Employment Act, Act No. 75 of 1997.)

4.10 Private work:

Whilst the pastor is in the service of the assembly governing body, the pastor may not undertake private work or earn additional income, without prior approval of the governing body.

4.11 Discipline:

4.11.1 The pastor shall be subject to the disciplinary procedures in terms of his/her status in accordance with the provisions of Appendix 11 of the constitution of the AFM of SA. If the pastor loses his/her status as determined by section 7.6 of Appendix 7, or as a result of the outcome of an Administration of Justice process as described in Appendix 11 of the constitution of the AFM of SA, such loss of status shall be deemed a breach of contract (refer to par. 1.2 hereof) and the Governing Body shall be entitled to terminate this service contract.

4.11.2 The pastor shall be subject to the disciplinary code and procedures, grievance procedures and personnel policy as determined by the assembly in accordance with the guidelines provided for in Appendix 11.1 of the constitution of the AFM of SA.

4.12 Housing:

(Only one of the following two paragraphs should form part of the service agreement.)

4.12.1 The assembly governing body provides free housing to the pastor and is responsible for all reasonable maintenance costs which includes the buildings, services and grounds. The housing benefit is in addition to the remuneration package (Refer to Section A8.2.5 of Appendix 10 to the constitution of the AFM of SA.) **OR**

4.12.2 The assembly governing body provides the following housing allowance which forms part of the remuneration package as determined in section 4.2 hereof, subject to the proviso that the pastor utilize the study and/or a room specifically equipped for the purposes of his/her ministry and that such study and/or room be regularly and

solely used in the execution of his/her duties (Refer to the requirements as per the Income Tax Act.)

4.13 Tithing:

The pastor shall pay his monthly tithing to the assembly in terms of Section A.8.6 of Appendix 10 of the constitution of the AFM of SA.

4.14 Unemployment Insurance Fund:

The pastor and the assembly shall make contributions to the Unemployment Insurance Fund in terms of the requirements of the Unemployment Insurance Act.

4.15 Income Tax (PAYE):

The treasurer of the Assembly Governing Body shall monthly deduct, from the salary of the pastor, income tax (PAYE) as defined in the Income Tax Act and pay over to the relevant Receiver of Revenue such monies deducted.

4.16 Amendments to benefits:

The aforementioned benefits will be revised annually as mutually agreed upon by the parties to this agreement.

5. TERMINATION OF THE AGREEMENT

One calendar months' notice on either side must be given for the termination of this agreement, subject to the provisions of the constitution of the AFM of SA and the Labour Relations Act, 1995.

SIGNED AT

ON THISDAY OF

.....

Pastor's Name & Surname

.....

Pastor's Signature

.....
Name of person signing on behalf
of the Assembly Governing Body

.....
Signature of person signing on behalf
of the Assembly Governing Body

.....
Name of Witness 1

.....
Signature of Witness 1

.....
Name of Witness 2

.....
Signature of Witness 2