

# AGREEMENT

entered into by and between:

The AFM of SA, \_\_\_\_\_ Congregation (hereinafter “the Congregation”, in its capacity as employer)

and

NAME, ID No. \_\_\_\_\_ (hereinafter “the Pastor”, in his/her capacity as employee)

## 1. INTRODUCTION

1.1 The AFM of SA, \_\_\_\_\_ Congregation, is situated in [Town], [Province], and forms part of the Familia Dei Network. The Congregation is registered in terms of Section 2.1 of the Church Order of the AFM of SA. The Congregation believes that the Bible is the holy and infallible Word of God and subscribes to the creed, the Church Order and the regulations of the AFM of SA.

1.2 [Name] is an ordained pastor of the AFM of SA who has signed the Declaration of Office (Annexure A), subscribes to the Code of Conduct (Annexure B), is not bound by any other employment agreement, and is not prevented by any conflicting convictions or restrictions from serving as an ordained pastor in the Congregation.

## 2. DUTIES OF THE PASTOR

The duties of the Pastor are in accordance with the Statement of Duties (Annexure C), which may be amended from time to time by mutual agreement to meet the needs of the Congregation. The job description includes the primary duties of an ordained pastor as prescribed in Section 7.3, Guidelines to Annexure 7, of the Church Order of the AFM of SA.

## 3. DUTIES OF THE CONGREGATION

The governing body of the Congregation undertakes, within the means of the Congregation, to enable the Pastor to carry out his/her duties, and to offer love and cooperation in the Lord in supporting and equipping him/her to fulfil those duties.

## 4. EMPLOYMENT BENEFITS AND CONDITIONS

The appointment is subject to the provisions of the Church Order of the AFM of SA and the Congregation's applicable personnel policy. The specific conditions applicable to the Pastor are hereby determined as follows:

### 4.1 Commencement date of employment

The Pastor is appointed in a permanent capacity with effect from 1 January 2008.

### 4.2 Remuneration package

The Pastor receives a gross monthly remuneration package in terms of Section A.8.1.1 of Annexure 10 to the Church Order of the AFM of SA, which includes all the benefits contained in Section A.8.1.2 of Annexure 10 to the Church Order of the AFM of SA. The package is to be recorded in the minutes of the governing body. The governing body will review the package annually in terms of the guidelines set out in Section A.8.2.1 of Annexure 10 of the Church Order of the AFM of SA.

### 4.3 Annual bonus

An annual bonus will be paid to the Pastor in terms of Section A.8.3 of Annexure 10 to the Church Order of the AFM of SA.

#### **4.4 Annual leave**

The Pastor is entitled to annual leave in terms of Section A.8.4 of Annexure 10 to the Church Order of the AFM of SA and as determined by the Congregation's leave policy.

#### **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, 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, 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, No. 75 of 1997.

#### **4.8 Working hours**

Because of the nature of the Pastor's calling, it is not possible to fix set working hours. Conducting services on a Sunday will be regarded as "ordinary work" as set out in Section 16(2) of the Basic Conditions of Employment Act, No. 75 of 1997. The Pastor is, however, expected to be readily available to perform his/her duties towards the Congregation, subject to the provisions of Section 11 of the Basic Conditions of Employment Act, No. 75 of 1997.

#### **4.9 Day off and weekend off**

The Pastor is entitled to arrange his/her schedule so that he/she has 36 consecutive hours off (a day off) per week and one weekend off (optional) per quarter. (Refer to Section 15 of the Basic Conditions of Employment Act, No. 75 of 1997.)

#### **4.10 Provision for retirement**

The Pastor will be personally responsible for making provision for retirement with a registered fund.

#### **4.11 Medical aid**

Membership of a registered medical aid scheme, as jointly agreed, is compulsory. The Pastor is responsible for the full premium.

#### **4.12 Private work**

While in the employ of the Congregation's governing body, the Pastor may not undertake private work or generate additional income without the approval of the governing body.

#### **4.13 Discipline**

4.13.1 By virtue of his/her status, the Pastor will be subject to the disciplinary procedures in accordance with the provisions of Annexure 11 of the Church Order of the AFM of SA. Should the Pastor forfeit his/her status as determined by Section 11.6 of Annexure 11 of the Church Order of the AFM of SA, such loss of status will be regarded as a breach of contract (refer to para. 1.2 hereof), and the governing body will be entitled to terminate this employment agreement.

4.13.2 The Pastor will be subject to the disciplinary code and procedures, grievance procedures and personnel policy as established by the Congregation in accordance with the guidelines provided in Annexure 11.1 to the Church Order of the AFM of SA.

#### **4.14 Housing**

The Pastor will make his/her own provision for housing.

#### **4.15 Tithe**

The Pastor will pay his/her monthly tithe to the Congregation in terms of Section A.8.6 of Annexure 10 of the Church Order of the AFM of SA.

#### **4.16 Unemployment Insurance Fund**

The Pastor and the Congregation will make contributions to the Unemployment Insurance Fund in terms of the Unemployment Insurance Act.

#### **4.17 Income tax (PAYE)**

The treasurer of the Congregation's governing body will deduct income tax (PAYE) monthly from the Pastor's remuneration package as determined by the Income Tax Act, and will pay such amounts over to the South African Revenue Service (SARS).

#### **4.18 Amendments to benefits**

The foregoing benefits will be reviewed annually as mutually agreed by the parties to this agreement.

### **5. TERMINATION OF THIS AGREEMENT**

One calendar month's written notice by either party is required for the termination of this agreement, subject to the provisions of the Church Order of the AFM of SA and the Labour Relations Act, 1995.

**SIGNED AT [TOWN] ON THIS \_\_\_\_ DAY OF \_\_\_\_\_**

#### **WITNESSES**

1. ....

2. ....

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On behalf of the Congregation's Governing Body

#### **WITNESSES**

1. ....

2. ....

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The Pastor