

# THE COVENANTAL RELATIONSHIP BETWEEN THE METHODIST CHURCH OF SOUTHERN AFRICA AND HER PRESBYTERS: AN ETHICAL APPRAISAL

**Donald Murrell Williams**

Research Institute for Theology and Religion, University of South Africa  
donwill@telkomsa.net

**Wessel Bentley**

Research Institute for Theology and Religion, University of South Africa  
bentlw1@unisa.ac.za

## ABSTRACT

The term 'covenantal relationship' is used by the Methodist Church of Southern Africa<sup>1</sup> to describe the nature of the vocational agreement between this denomination and her ministers (Presbyters). This relationship differs substantially from what we understand to be a secular contractual agreement between an employer and an employee. In recent times the covenantal relationship has become a source of contention, especially when a dispute arises between a Presbyterian and the MCSA, or vice versa. This article describes this covenantal relationship, and seeks to measure the ethical implications of it. The authors employ Kretzschmar's DECA method<sup>2</sup> (see Ally, Bentley, Cloete and Kretzschmar 2010, 64-77) in the appraisal thereof.

**Keywords:** Methodist Church of Southern Africa; covenantal relationship; Presbyters; ministers; labour law; ethics

- 1 The Methodist Church of Southern Africa will henceforth be referred to as the MCSA.
- 2 Kretzschmar's DECA method breaks down the process of ethical decision making into the following steps: Describe (Description of the situation or scenario and why it is a dilemma); Evaluate (Assessing the situation using deontological, teleological and virtue ethics as measuring tools); Consult (Engaging with those involved and affected); and Act (Proposal for a way forward).



Studia Historiae Ecclesiasticae  
Volume 42 | Number 2 | 2016 | pp. 14–29  
<https://upjournals.co.za/index.php/SHE>

DOI: <http://dx.doi.org/10.17159/2412-4265/2016/1219>  
Print ISSN 1017-0499 | Online 2412-4265  
© 2016 The Author(s)



## INTRODUCTION

In an era where working relationships are strictly defined by contractual agreements and labour law, it is almost unheard of that working relationships exist, based purely on an agreement of trust between two parties. The Methodist movement has a long history of its involvement in workers' rights, even to the extent of being influential in the establishment of labour union movements (see Scotland 1997). That said, the relationship between ministers and the MCSA, which is defined by a mutual agreement known as a 'covenantal relationship', has in recent times come under the spotlight. As will be discussed in this article, the covenantal relationship has become a contentious point, especially when disputes arise between ministers and the denomination, or vice versa. From the onset it must be noted that this article does not intend to side with either the MCSA or its ministers, but aims to raise theological-ethical questions as to whether such a relationship is feasible, desirable or practical in the present South African<sup>3</sup> context. It is the authors' hope that this research will make a contribution to the dialogue between the MCSA and her ministers and so enhance this relationship. Much of what is reflected in this article is based on a study done by one of the authors towards a Master's degree in Theology in the field of Systematic Theology (Williams 2015).<sup>4</sup> The methodology for ethical appraisal employs Kretzschmar's DECA method as summarised in footnote 2. This method is an adaptation of the 'See-Judge-Act' method of moral decision-making. It is chosen for the comprehensive manner in which it engages with dilemmas, taking into consideration not only ethical theory, but also the contributions made by those affected by the stated dilemma. The observers, in this case the authors, seek to take a non-partisan perspective in '*describing*' the situation as objectively as possible. The dilemma is then '*evaluated*' according to recognised ethical theories. Those affected are '*consulted*' and '*actions*' are proposed, which will hopefully benefit all stakeholders.

## DESCRIBE: WHAT IS THE 'COVENANTAL RELATIONSHIP' BETWEEN THE MCSA AND HER MINISTERS AND WHAT IS THE DILEMMA?

### Methodist ecclesiology and polity

The covenantal relationship refers to the agreement which exists between the MCSA and her ministers, which directs the parameters under which ministers can exercise

---

3 The authors note that the MCSA operates in the countries of South Africa, Namibia, Botswana, Lesotho, Swaziland and Mozambique. As the majority of the MCSA's activities take place in South Africa, this article focuses on the laws and practices in this country alone.

4 Ethical clearance was obtained for the MTh study, which extends to this article.

their ministry on the one hand, and the church's role in the support of these ministers on the other. The covenantal relationship is grounded in the MCSA's ecclesiology and polity, specifically relating to their doctrine of ordination and the practice of ministry.

To this end, the MCSA holds to the doctrine of the priesthood of all believers, declaring that the total body of Christ is called to the ministry of love and service in the church of Jesus Christ: 'Ministry is, therefore, the task of the whole Church' (MCSA 2002, 10). However, when it comes to ordination, the MCSA believes that God calls some believers to be 'set apart by the Church for particular forms of ministry of various kinds' (MCSA 2002, 2). One such ordination is the ordination to the Presbytery.<sup>5</sup> Those ordained to the Presbytery of the MCSA are 'set apart for the ministry of the Word and Sacraments and the pastoral oversight of the People of God' (MCSA 2014a, 20). It is worth noting that in the MCSA's ecclesiology, ordination as a Presbyter is not exclusively into the broader Methodist family, or to the MCSA in particular, but into the 'Ministry of the Church of Jesus Christ' universal (MCSA 2014b). Probationers<sup>6</sup> are ordained as Presbyters into the MCSA with the words: 'In the name of our Lord Jesus Christ I declare that you have been ordained as Presbyters<sup>7</sup> of the one holy Catholic and Apostolic Church of Christ... Remember your call... Be shepherds to the flock of Christ' (Methodist Church 1999, 308). It is with these instructions that ministers (Presbyters) are commissioned by the church to dedicate their lives to ministry and to exercise it under the banner of the MCSA.

It is understood that together, clergy and laity co-operate to fulfil the Mission Statement of the MCSA, which states that 'God calls the Methodist people to proclaim the Gospel of Jesus Christ for healing and transformation' (MCSA 2016, 2). While laity exercise a ministry which falls under the discipline of the church, with no stated benefits such as stipends, accommodation, medical care, etcetera, their ministerial counterparts receive certain modes of care which enable them to dedicate their time and effort fully to the work of the church. While no 'legally enforceable contract' (MCSA 2014a, 30) is entered into between the MCSA and Presbyters, there are certain expectations in this relationship, which will be outlined in the next section of this article. In short, the mutual understanding between both the MCSA and the Presbytery is that the covenantal relationship entails that the MCSA will endeavour to provide space and support for the exercise of the Presbyters' ministry, while the

---

5 The MCSA also ordains candidates to the Order of Deacons, who are set aside for the ministry of Word and service (MCSA 2014a, 152-156). This article, however, focuses exclusively on the nature of the relationship between the MCSA and those ordained to the Presbytery.

6 This is the term referring to those in the process of testing their 'calling' and preparing for ordination.

7 The MCSA holds to the threefold pattern of ministry of bishops, Presbyters (elders) and deacons. The terms 'Presbyter', 'elder' and 'minister' are used inter-changeably within the Methodist tradition.

Presbyters will commit themselves to the polity and doctrine of the MCSA. Thus, the status quo is that neither the MCSA nor Presbyters are bound by the expectations created, or responsibilities endowed by what can be found in a civil contractual employer/employee agreement.

Although this relational mode has existed undefined for generations long in the MCSA, the term ‘covenantal relationship’ was only formally introduced in 2001 in the application form for those wishing to offer for ministry in the MCSA (Education for Ministry and Mission Unit 2001). It was then incorporated into *The Methodist Book of Order: The laws and discipline of the Methodist Church of Southern Africa*,<sup>8</sup> stating: ‘A minister who is so called has a covenantal relationship but not contractual relationship with the Church. The church provides ministers with the opportunity to practise their calling in or through this covenantal relationship’ (MCSA 2014a, 30).

However, while the MCSA and ministers are committed to each other in terms of the covenantal relationship, there are dilemmas which need to be considered. From the side of ministers, for instance, when a dispute arises, a minister does not have recourse to labour law. There are no provisions for ministers to hold the MCSA accountable for actions taken against them (specifically relating to ministry) or to have a decision reviewed by an independent body outside of the courts of the church, and least of all by a civil court of law until such time that all processes have been exhausted from within the church’s own structures. On the side of the MCSA for instance, there is similarly very little the church can do legally if a minister decides to take members of their congregation and start their own church. In the interviews conducted for the dissertation, which this article draws from, it was notable that many ministers view the covenantal relationship not as an understanding between two equal partners, but tipping the scales ever so slightly in favour of the denomination when either the church or the ministers should raise an issue with the other (Williams 2015, 72-76). The question can be asked: ‘Why have a covenantal relationship at all?’

## Reasons for a covenantal relationship

There is no explicit indication in the MCSA’s polity as to why this denomination has traditionally opted for a covenantal relationship as opposed to a contractual agreement. The authors have, nevertheless, identified three influences which could be recognised as reasons for the adoption of a covenantal relationship. The first is the proposed influence of Scripture in its doctrine of ordination. As a Christian tradition steeped in Scripture, it is understood that the nature of ministry is such that a minister is not an employee of the church, but a person who believes that they have been called by God to minister, and whom the church has set apart for a specific form of ministry. The Methodist Book of Order states it as follows:

---

<sup>8</sup> From here, we will refer to the 12<sup>th</sup> edition of *Laws and discipline* as the *Book of Order*.

1.37 From the beginning certain persons were called and appointed to particular forms of ministry, of various kinds and for various purposes, but all directed towards the up building of the Church (1 Corinthians 12; Ephesians 5:11-16). Though the New Testament provides evidence for several possible lines of development, it witnesses to the fact that appointment to office is due both to the call and gift of Christ (1 Corinthians 12:1-11; Ephesians 4:11) and to the Church itself through its ministerial representatives (Acts 6:6; 14:23; 2 Timothy 4:1-5; 2 Timothy 1:6). Persons so appointed are as a result set in a new relationship both with Christ and with the Church, and are representative both of the Church and of Christ Himself. (MCSA 2014a, 20)

Added to this, is the strong Scriptural theme of ‘covenant’, both in the Old and New Testaments. It can be understood that the covenantal relationship which exists between the MCSA and her ministers is similar to the covenants established between God and God’s people as recorded in Scripture. Forster (2010, 205) describes the elements of covenant in Scripture as ‘a 1) chosen 2) relationship of 3) mutual obligation, 4) guaranteed by oath sanctions’ and indicating that ‘the obligations were not necessarily equal but that both parties bound themselves to do something for the other, to treat one another in certain ways’.

Second, there is the influence of tradition. John Wesley and the early Methodist movement understood the practice of accepting preachers into Full Connexion<sup>9</sup> to mean that they (preachers/ministers) were in a unique relationship with the Methodist Conference<sup>10</sup> (Davies and Rupp 1965, 230-234) and vice versa. This relationship required the spiritual and material care of preachers by the Conference (Rack 2011, 32; 48-56), while ministers pledged their commitment by preaching and teaching its doctrine, and submitting to its discipline. Ministers in stations where support was materially difficult would be supported by the Connexion through the pooling and distribution of Connexional Funds (Bowmer 1975, 193-195). There was thus a mutual understanding of what was expected and what would be required.

Third, the formal description of the relationship between the MCSA and ministers may have come as a response to continued legal challenges posed to the church by its ministers, specifically on the grounds of their status of employment. This description thus served to clarify the nature of their relationship, indicating that legal challenges which assumed an employer/employee contractual relationship, would not stand in a civil court. As stated earlier, this description first appeared in 2001 when applicants who entered the ministry of the MCSA were required to acknowledge that: ‘I understand that my relationship with the Methodist Church of Southern Africa is a covenantal relationship, rather than contractual: Laws and discipline (1997) para 4.3’ (Education for Ministry and Mission Unit 2001). There

9 Full Connexion means that Presbyters form part of the community of ministers and place themselves under the authority of Conference.

10 The Conference provides direction and inspiration for the MCSA and is the MCSA’s governing authority and supreme legislative body. Conference is the sole and final authority in respect of the doctrines of the church and their interpretation (MCSA 2014a, 53).

would thus, from the MCSA's perspective, be no future misgivings in a person's ministry in the MCSA as to what the nature of this vocational relationship would be.

The explicit undertaking of those candidating has, however, not prevented the covenantal relationship to be challenged, as questions continued to be asked about what exactly differentiates ministers from being recognised as in the employment of the MCSA and thus subject to the rights and privileges spelt out by civil labour law. Taking into consideration the history of the notions and formal implementation of a covenantal relationship, the question still beckons whether such a relationship is feasible, desirable or practical?

## EVALUATE: MEASURING THE COVENANTAL RELATIONSHIP USING ETHICAL THEORIES

### Deontological ethics approach

From a deontological perspective, we need to ask two fundamental questions: First, what are the norms and regulations attached to the covenantal relationship; and second, what is the legal standing of the covenantal relationship?

#### *What are the elements of the covenantal relationship?*

Although a person already acknowledges the covenantal relationship in their application to enter the training processes for the ministry, an ordinand is asked to give the following undertakings before being presented for ordination at the ensuing Conference (reaffirming the undertakings made at candidature) (MCSA 2014a, 36-37) :

- 4.47.1 I will adhere to the Laws and Discipline and all other policies, decisions, practices and usages of the Church.
- 4.47.2 I will accept and obey the discipline and decisions of Conference and the Connexional Executive.
- 4.47.3 I will go to whichever Circuit or Station I am appointed.
- 4.47.4 I will not malign this Church, its Ministers, doctrines or practices.
- 4.47.5 Should I leave the Ministry of this Church for any reason, I will not conduct another Ministry in the Circuit or area to which I was appointed.
- 4.47.6 Should I leave this Church, I will not encourage any member or adherent of the Church to follow me.
- 4.47.7 Should I leave this Church I will accept the decision of the Connexional Executive or of the Presiding Bishop governing the termination of my service and my occupancy of Church property.

These undertakings describe the pledges on the side of the minister. From the side of the MCSA, the church stipulates in turn that it ‘recognise(s) its pastoral responsibility to care for the welfare of its Ministers’ (MCSA 2014a, 30). Practically, this entails:

- The care and protection of Conference, especially in regard to the provision of opportunities of service in the Circuits (MCSA 2014a, 37).
- Provision for ministers to receive a minimum monthly stipend<sup>11</sup> - minimum scales are put forward annually in the MCSA’s Yearbook.
- Travelling and depreciation allowances - minimum scales are put forward annually in the MCSA’s Yearbook.
- A monthly pension on retirement through the MCSA supernumerary fund - minimum scales are put forward annually in the MCSA’s Yearbook.
- Assistance for medical costs through the TopMed Medical Plan (MCSA 2016, 124).
- Suitable free, furnished accommodation (MCSA 2014a, 114).
- Ongoing personal and spiritual formation of the ministers (MCSA 2014a, 42).

Conference also regulates the provision of annual leave, long leave for every six years of service, sick leave, compassionate leave, examination leave, maternity leave, a weekend off once every quarter, and a day off once a week (MCSA 2014a, 112-116).

Noting the different mutual commitments, it is hard to argue how this relationship does not resemble an employer/employee relationship. Two distinctions can be presented: 1) No written contract is entered into by either party which stipulates the terms, conditions and benefits of the covenantal relationship; and 2) The commitments pledged, and care offered, are given in good faith and subsumed in the standing orders and decisions of Conference with the understanding that they cannot be adjudged to be a right either by the MCSA or its ministers.

Attwell (2007, 4), in his presentation to the Doctrine, Ethics and Worship Committee of the Methodist Church (DEWCOM), contests these distinctions as follows:

There are no statutory provisions for the housing, welfare, nurture or healing of Ordained Ministers. To be sure, there are mechanisms, some regulations and procedures in place to provide for many needs of ministers, but they are not enshrined in the MCSA’s definition of itself in its Laws and Discipline...Indeed the Laws and Discipline explicitly excludes the right of Ordained Ministers to expect even a stipend as his or her right. This appears to me to

---

<sup>11</sup> Ministers receive a stipend, not a salary. The provision of a minister’s stipend is dependent on a circuit paying their monthly assessment to the Methodist Connexional Office.

be an explicit abrogation on the part of the Church of a very basic element of the nature of the relationship between the dominant and the submissive parties in a Covenantal relationship.

Although there is no dispute as to the assumed elements of the covenantal relationship from either party, it is questionable as to whether the covenantal relationship is helpful in giving ministers certain ‘guarantees’ as to what they can expect as legitimate commitments from the MCSA. While the MCSA does its utmost to provide for ministers, the covenantal relationship does not bind the MCSA in its ability to sustain care if it is unable to do so (this will be explored in the section describing the teleological approach). As to the accountability of ministers with regards to the fulfilment of their side of the agreement, ministers are bound by the covenantal relationship and have to submit to the courts and decisions of the church if their conduct and/or practice were ever questioned.

For this part of the deontological approach, we can conclude that the covenantal relationship is mutually agreed upon between the MCSA and her ministers. The elements of the covenantal relationship, specifically on the part of ministers, are well defined. As opposed to a contractual agreement, one would, however, have to admit that while the covenantal relationship is entered into in good faith, it does appear to fall short in carrying the same weight of accountability for the MCSA as what it requires from ministers. Then again, as per Forster (2010, 205) ‘the obligations were *not* necessarily *equal* but that both parties bound themselves to do something for the other, to treat one another in certain ways’.

### What is the legal standing of the covenantal relationship in terms of the South African labour law?

The legality of the covenantal relationship in the MCSA is supported by the rulings of the labour courts of South Africa. These rulings do not only pertain to the relationship between the MCSA and her ministers, but also to the employment status of ministers in denominations other than the MCSA (where similar agreements exist).<sup>12</sup> One such ruling (particular to the MCSA) is found in the case of *C Wentzel v The Methodist Church of South Africa*<sup>13</sup> (GAJB 18127–10 [2011]) where the MCSA challenged the jurisdiction of the CCMA to deliberate over the covenantal relationship between ministers and the MCSA. The CCMA upheld the MCSA’s argument that it was not in a position to hear matters regarding the employment status of ministers.

12 See for instance *Church of the Province of Southern Africa Diocese of Cape Town v Commission for Conciliation Mediation and Arbitration and Others* 2001 (C619); *Schreuder v Nederduitse Gereformeerde Kerk, Wilgespruit and Others* (J 273/97) [1999] ZALC 31 (5 March 1999); *Salvation Army (South African Territory) v Minister of Labour* (2005) 26 ILJ 126 (LC); and *Strange v Queenstown Baptist Church* (2003) EC244-01.

13 The reference in the title of the ruling of the CCMA is incorrectly referred to as the Methodist Church of South Africa and does refer to the Methodist Church of Southern Africa.



A similar argument was presented by the MCSA in the Supreme Court of Appeal in the case of *Ecclesia de Lange v The presiding bishop of the Methodist Church of Southern Africa* (726/13) [2014] ZASCA 151 where the presiding bishop argued that Conference is the final authority of the MCSA and that the submission before the court should be evaluated in terms of the internal rules, policies and doctrines of the MCSA. This argument too was accepted and upheld by the court. The legality of the covenantal relationship is, therefore, valid in terms of South African courts of law.

In every case, both in and beyond the MCSA, the rulings uphold the principle that if disputes are presented to the court on an employer/employee basis, then there needs to be a clear intention presented which shows that parties entered into a contractual relationship. On this point, paragraph 4.4 of the *Book of Order* expressly states that ‘no legally enforceable contract shall exist at any time between the Church or any of its Circuits on one hand and a Minister on the other hand’ (MCSA 2014a, 30) and that ministers commit themselves to perform their ministry in accordance with the doctrines, discipline, policies, practices and usages of the MCSA (2014a, 31-32).

But what about those member countries other than South Africa that form part of the MCSA Connexion - Botswana, Swaziland, Lesotho, Mozambique and Namibia? As the covenantal relationship has not been disputed in a court of law in these countries, the MCSA holds that those ministers who serve outside of the borders of South Africa are equally in a covenantal relationship with the MCSA than those who minister within South Africa, and thus the status quo prevails.

### Deontological challenges

Although the covenantal relationship is deontologically strongly positioned, it is important to note that the MCSA does not describe this relationship as a ‘*covenant* relationship’, where a covenant entails the specified (in detail) responsibilities of each party, but as ‘*covenantal*’, which implies the type of relationship which exists between the MCSA and the Presbytery. While the MCSA has adopted the word ‘*covenantal*’ to describe the relationship, both the Conferences of the Methodist Church in Britain (Methodist Church 2013, 530) and the United Methodist Church in America (United Methodist Church 2012, 218) use the word ‘*covenant*’ in describing their relationships with their ministers. One has to ask whether there is perhaps wisdom in this semantic difference which the MCSA and her ministers could adopt? If the MCSA and her ministers entered into a clearly defined covenant, then would parties feel a greater sense of security, knowing exactly what is expected and offered by the other? ‘*Covenantal*’ as a typology, does seem vague and unspecified, opening up the church and its ministers to interpreting the contents of the supposed covenant without having concrete stipulations of what it requires or offers. This is neither helpful for the MCSA nor for her ministers. With this in mind, Attwell’s critique is fair, that the covenantal relationship ‘seems to be a fiction, employed only

when it is convenient in secular courts of Law' (Attwell 2007, 5). Then again, if a clearly defined covenant relationship is entered into, does this not then constitute a contractual agreement, which is exactly what the church aims to avoid?

## Teleological ethics: What are the outcomes?

### What are the implications for Presbyters

From the interviews conducted for this study, the covenantal relationship appears to be a cause of great insecurity for ministers (Williams 2015, 80-90). In practice the outcomes of the covenantal relationship are problematic in the following areas: First, Presbyters are not guaranteed an appointment to exercise their ministry in the MCSA. Presbyters are stationed, affirmed in their stations or placed at the foot of stations at the annual Conference of the MCSA. In this process, it is understood that the MCSA is under no obligation to provide an appointment for a minister, either in a Circuit or in a Connexional post. Conference reserves the right to appoint or not to re-appoint a minister, and may choose not to appoint a minister to a station at all (MCSA 2016, 194-197). The decision of the Conference is final and ministers may not take action against the church if they are unhappy with the MCSA's decision regarding their status or stationing, whatever it may be. During the time that a minister is without an appointment, which may be for up to two years, they are not entitled to a stipend, accommodation or any other benefits (MCSA 2014a, 115).

As all ministers are stationed by the Conference, should a minister not be appointed by Conference to a circuit or Connexional post for a two-year period, Presbyters can be regarded as 'deemed to have resigned' by the Conference and shall no longer be regarded as a minister in full Connexion with the MCSA, even if they did not submit a formal letter of resignation (MCSA 2014a, 40, 43).

While the MCSA 'recognises its pastoral responsibility to care for the welfare of its Ministers' (MCSA 2014a, 30), a minister has no claim against the MCSA if they do not receive their stipend, travelling allowance, suitable accommodation or any other benefit which they believe is due to them while performing their ministry. The *Book of Order* (MCSA 2014a) makes provision for the church to intervene administratively and pastorally to relieve a situation where a minister does not receive benefits, but the MCSA is absolved of being accountable for those outstanding benefits.

This leads to the second problematic outcome, namely financial insecurity. For obvious reasons, not receiving a stipend or allowances places a financial burden on ministers as well as their families. Besides creating a sense of insecurity, it also leads to financial embarrassment, marriage difficulties and affects a minister's creditworthiness. While the MCSA is committed to care for the ministers pastorally, the provisions for benefits recorded in the *Book of Order* (MCSA 2014a) and the *Yearbooks* are not binding on the MCSA, should ministers be without appointment

to a circuit or fail to receive those provisions and allowances. In addition, ministers are limited by the policies and directives of the MCSA which restrict their negotiation with circuits regarding their annual financial package (MCSA 2016, 123-126). Should ministers not receive their stipends and allowances or only receive a minimum stipend, their pension on retirement is adversely affected. As ministers are not employees in a contractual relationship, no contributions are made to the Unemployment Insurance Fund, which means that ministers will not receive any assistance in the event of their resignation from the MCSA, or if deemed to have resigned by the Conference.

An important question is whether Presbyters are bound by the decisions of Conference regarding their status as a minister, and their appointment or non-appointment to a circuit? The answer to this is ‘yes’; they are in terms of their covenantal commitment when they undertake that ‘I will accept the decision of the Connexional Executive or of the Presiding Bishop governing the termination of my service and my occupancy of Church property’ (MCSA 2014a, 32). If a Presbyter wishes to appeal the decisions of Conference, then a minister must follow ‘the appropriate means of appeal [that] are provided for in the structure of the church’ (MCSA 2009, 86), while noting that the decision of the Connexional Executive is final and a Presbyter ‘does not have the right to be heard by the Connexional Executive’ (MCSA 2014a, 40).

It would appear that, from the perspective of Presbyters, the covenantal relationship fails to give ministers protection or longer term security in the structures of the MCSA, especially when ministers choose to contest directives passed down from Conference.

### *What are the implications for the MCSA?*

The favourable implications for the MCSA include that through the covenantal relationship, the church has access to dedicated ministers who serve within the spaces provided for them. If the covenant relationship were to be replaced by a contractual agreement, then the implications would be very challenging to the MCSA’s:

- ...doctrine of ministry and ordination: ministry would be seen as a ‘job’ rather than a vocation. To this end the polity and doctrines of the church would need to be revised in order to reflect ministry as an occupation (Williams 2015, 135). This may be problematic as the current understanding places a great emphasis on the originator of ‘the call’ to ministry, being God. Who then is the primary employer of Presbyters?
- ...responsibility towards Presbyters and their families: what is currently considered the church’s act of care towards their wellbeing and sustained ministry, would in effect become Presbyters’ rights and would need to be defined

in a form of ‘conditions of employment’. This may prove to be unaffordable and impractical to sustain the ministry of the MCSA.

- ...structures and common practice: stationing of ministers would become increasingly difficult as any objection to Conference’s decisions would need to be heard without the church having the right to discontinue a minister if they are left without station for more than two years.
- ...status as a covenantal partner: if a contractual route is followed, this would make the MCSA subject to labour law with respect to Presbyters’ employment.

From the MCSA’s perspective, the covenantal relationship is the most practical way to sustain its work and ministry, staying true to its doctrine and beliefs while making every effort to justly facilitate the care of its Presbyters. A contractual agreement, while it would provide security for Presbyters, may in fact be counter-productive, making opportunities for ministers increasingly cumbersome and unaffordable.

## VIRTUE ETHICS: WOULD A GOOD CHURCH/ PRESBYTER ENTER INTO A COVENANTAL RELATIONSHIP?

It is the authors’ contention that the principle of a covenantal relationship between the MCSA and her Presbyters is not in itself problematic. For all means and purposes, even contractual agreements in civil employment constitute a covenant between two parties, meaning that in a contractual agreement a relationship is described which is built on a measure of trust. In it, parties (not necessarily of equal standing) come to an agreement as to what either party would offer the other. The only difference between the covenantal relationship and a contractual agreement is that in the latter, parties are legally bound to provide the services agreed upon and are subject to make provision for leave to appeal or contest in a court which is independent of the influence of either party. In an ideal world, where integrity, openness and trust would dictate relationships, the covenantal relationship would be perfectly feasible and desirable. Whether it is practical, is another matter altogether. Truth is, we do not live in a perfect world, and although the covenantal relationship aims towards presenting the ideals of integrity, trust and openness in this ‘broken’ world, it is highly unlikely that even the church or its Presbyters can be counted as exempt from the lures of the abuse of power, refusal to be held accountable or lacking in their intention of acting in the best interests of all, rather than only the self.

In this section we can thus conclude the following:

- The covenantal relationship is deontologically sound, and even when subject to testing in a court of law, has proven to be a legitimate vocational relationship.

- Teleologically, the covenantal relationship has been the cause of a great measure of insecurity for many Presbyters. For the MCSA, the covenantal relationship, as opposed to a contractual agreement, is the only reasonable relationship to sustain its work and ministry.
- Regarding its virtuous merits, the covenantal relationship is idealistic in its aims and, like any other relational agreement, may become a tool which can be abused.

## CONSULT

During the course of the study, Presbyters from across the Connexion of the MCSA were interviewed, as well as from the leadership of the MCSA, the General Secretary (Rev. Morgan) and the Director of Human Resources (Rev. Mehana).<sup>14</sup>

Besides their struggles as listed in section 2 of this paper, Presbyters seemed to display a different understanding of what it means to be in a covenantal relationship, as compared to that of the church. Their perception came across as generally sceptical of the reasons why a covenantal relationship is pursued, some going as far as stating that the covenantal relationship is used to circumvent rights that are required by labour law (Williams 2015, 76). Some expressed that they feel that they are left without a voice when they are at the mercy of Conference, especially when they question their stationing or benefits (Williams 2015, 76). Others stated that ‘the covenantal relationship is a labour practice used by the MCSA to deal with unsuitable, under-performing or problematic ministers without going through formal evaluation or dismissal procedures’ (Williams 2015, 77). In general, Presbyters are negative about the covenantal relationship, feeling that although it might be good in principle ‘the dice is loaded against me. It suits the church more than it suits ministers’ (Williams 2015, 77). It must be said that not all responses were in the negative. Some respondents indicated an appreciation for the care they received from the MCSA, the privilege the church has afforded them to practise their ministry, and a belief that the covenantal relationship is theologically sound (Williams 2015, 80).

On the other hand, consulting with the leadership of the MCSA, it became apparent that the MCSA is doing everything in its power to care as best as possible for its Presbyters. Acknowledging that it is not always easy to make decisions regarding stationing or matters relating to the welfare of Presbyters, the MCSA is showing good governance in the way it makes provision for, for instance the medical and retirement needs of Presbyters (Williams 2015, 41). Ministers without a station are kept at a minimum and all efforts are made to see that all ministers at least get awarded a minimum stipend.

---

14 The methodology, sampling and analysis of the data are thoroughly explained in Williams (2015).

Perhaps the most striking difference in their understanding is the degree of personalisation in the covenantal relationship. While Presbyters' responses pointed towards a collegial relationship, in other words a covenantal relationship between the MCSA and Presbyters as a whole, from the MCSA's perspective, the covenantal relationship is more personal in nature: 'The relationship, as we understand it, is an issue between the church and the individual' (Morgan 2015). This would certainly explain why Presbyters see the MCSA as responsible for certain guarantees, as it is in contract with Presbyters as a whole, while the MCSA's perspective suggests a personal, case-by-case approach.

Needless to say, this is an area that would need to be clarified for the sake of a mutually agreed upon covenantal relationship.

## ACT: CAN ANYTHING BE DONE?

Is the covenantal relationship between the MCSA and her Presbyters unethical? The answer is 'no', but it does not mean that the system is free from misinterpretation and/or abuse. The MCSA and the Presbyters choose to use a theological concept of covenant to describe their relationship. It is not imposed or forced, but is entered into freely. It nevertheless has implications for both the MCSA and Presbyters, and as noted, Presbyters seem to express their negative experiences as due to the nature of their relationship with the MCSA. From their perspective, it is not consequential for the MCSA to use the covenant concept and apply it to the relationship with ministers in a manner that at times is not very covenantal, especially when Connexional decisions are contested by Presbyters.

Is a contractual agreement more feasible, desirable or practical? While it would certainly provide more security for Presbyters, this study found that it would be difficult to implement without the scope, opportunities and ministry of the MCSA being adversely affected. Considering the description of the covenantal relationship, its ethical evaluation and consultation with major stakeholders, this article wishes to propose that the MCSA and Presbyters do not have to do away with the covenantal relationship, but that the sources of unhappiness can be addressed by making provision for certain changes in the covenantal relationship.

First, when prospective candidates for the ministry receive the application form which asks for their undertaking to enter into a covenantal relationship with the MCSA, the elements of the covenantal relationship need to be clearly stipulated. It cannot be assumed that candidates know what they make an undertaking to, especially when the MCSA's offered modes of care are scattered widely throughout the *Book of Order* and *Yearbooks*.

Secondly, and this is the main contention of Presbyters, greater space and opportunities need to be provided where ministers are legitimately heard with regards to their situations, concerns and objections. There can be no just covenantal

relationship when one party dictates that its pronouncements are final, and that it reserves the right not to hear the other party (MCSA 2014a, 40).

Thirdly, the covenantal relationship requires accountability from both parties. Where accountability measures are in place for the evaluation of Presbyters, it is difficult to hold the MCSA accountable for times when it is not in a position to guarantee modes of support to some ministers. It may be argued that if the MCSA were to commit itself to some forms of care, it would make itself vulnerable to challenge. Then again, the covenantal relationship is a relationship of trust, and trust is fostered when parties make themselves vulnerable (in a positive sense) to one another. One such measure could be that if the MCSA enters into a covenantal relationship with a Presbyterian, it needs to commit to seeing to their basic needs, namely a station, a stipend and allowances, medical care, pension benefits and the ongoing spiritual nurturing of the Presbyterian. If a Presbyterian is not holding to their side of the covenantal agreement, then they should be subject to evaluation and possibly discipline. Where a Presbyterian is without a station due to no sanction of their ministry, they cannot justly be denied their basic benefits. The onus is thus on the MCSA, in this regard, to manage the number of Presbyters it is able to support sufficiently and justly.

This article thus concludes by recognising and affirming the place of the covenantal relationship between the MCSA and her Presbyters. It equally recognises that such a relationship is not without problems. It appears to be, if managed well, both desirable and feasible. As to the practicality of it, some adjustments need to be made in order for all parties to find mutual benefit.

## REFERENCES

- Ally, M., Bentley, W., Cloete, M. and Kretzschmar, L. 2010. *Theoretical and applied ethics: Only study guide for PLS3701*, Pretoria: University of South Africa.
- Attwell, T.B. 2007. A theological consideration of the 'Covenant Relationship', so called, between the Methodist Church of Southern Africa and Ministers ordained by (and in full connexion with) the MCSA to the Ministries of Word and Sacraments and Word and Service. Retrieved from: <http://mcsadewcom.blogspot.com/> (accessed on 20 February 2016).
- Bowmer, J.C. 1975. *Pastor and people: A study of church and ministry in Wesleyan Methodism from the death of John Wesley (1791) to the death of Jabez Bunting (1858)*. London: Epworth Press.
- Davies, R.E. and Rupp, G. (eds). 1965. *A history of the Methodist Church in Great Britain* (Volume 1). London: Epworth Press.
- Ecclesia de Lange v The Presiding Bishop of the Methodist Church of Southern Africa, 2014. Retrieved from: [http://www.justice.gov.za/sca/judgments/sca\\_2014/sca2014-151.pdf](http://www.justice.gov.za/sca/judgments/sca_2014/sca2014-151.pdf) (accessed on 21 February 2016).
- Education for Ministry and Mission Unit, 2001, *Application Form, Form C4*.

- Foster, S.J. 2010. The missiology of Old Testament Covenant. *International Bulletin of Missionary Research* 34(4) October: 205-208.
- Methodist Church. 1999. *Methodist worship book*. Peterborough: Methodist Publishing House.
- Methodist Church. 2013. The Constitutional practice and discipline of the Methodist Church. Retrieved from: <http://www.methodist.org.uk/media/633296/cpd-vol-2-0913.pdf> (accessed on 20 February 2016).
- Methodist Church of Southern Africa. 2002. *Yearbook 2002*. Cape Town: Methodist Publishing House.
- Methodist Church of Southern Africa. 2009. *Yearbook 2009*. Cape Town: Methodist Publishing House.
- Methodist Church of Southern Africa. 2014a. *The Methodist Book of Order: The laws and discipline of the Methodist Church of Southern Africa* (12<sup>th</sup> edition). Cape Town: Methodist Publishing House.
- Methodist Church of Southern Africa. 2014b. *Ordination Service. Durban, September 2014*.
- Methodist Church of Southern Africa. 2016. *Yearbook 2016*. Cape Town: Methodist Publishing House.
- Morgan, C. 2015. E-mail, 30 March 2015, [gensec@mco.org.za](mailto:gensec@mco.org.za).
- Rack, H.D. (ed.). 2011. *The works of John Wesley* (Volume 10). *The Methodist Societies: The minutes of Conference*, Annotated edition March 1, 2011, Abingdon Press, Nashville.
- Scotland, N. 1997. Methodism and the English Labour movement 1800-1906. *ANVIL* 14(1): 36-48.
- United Methodist Church, 2012, *The Book of Discipline of the United Methodist Church*. Retrieved from: <http://www.cokesbury.com/forms/DynamicContent.aspx?id=87&pageid=920&tr=y&auid=9828173> (accessed on 20 February 2016).
- Wentzel v Methodist Church of South Africa. CCMA Ruling (GAJB 18127-10). 2011.
- Williams, D.M. 2015. The covenantal relationship between the Methodist Church of Southern Africa and her ministers: A Wesleyan theological critique. Master's dissertation. Pretoria: University of South Africa.