
APPOINTMENT OF IMAAMS, MUEZZINS AND TEACHERS OF ISLAMIC DEEN

INTRODUCTION

1. Recent changes in the political, social landscape and most importantly, a need to aspire towards sound Islamic principles, values and ideals have called for an assessment as to how Imaams, Muezzins and Teachers of Islamic Deen ("the individuals") are treated and acknowledged.

MOTIVATING FACTORS

2. The dire need for a formal discussion document recording the relationship has been motivated by the following factors:
 - 2.1. Notwithstanding that it is an honour and privilege to hold the above positions, the majority of the individuals holding these positions consider these positions as the sole cause for making their livelihood and as a means of sustenance for them and their families, whilst acknowledging that some of these individuals perform the tasks for non-monetary reasons and *Alhamdulillah*, may Allah reward them for this.
 - 2.2. The South African Labour Laws specifically, the Basic Conditions of Employment Act, require every individual to be provided with written particulars of employment on commencement of employment.
 - 2.3. It is important to recognise that these individuals play a key role in the education of children, our society as a whole and the smooth and effective functioning of our *Masâjid* and *Madâris*.
 - 2.4. Failure to provide for an agreed and credible basis of dispute resolution results in individuals who contest the termination of their services as unfair referring such disputes to Government created bodies where the likelihood of the dispute being arbitrated by a non-Muslim arbitrator is great. A non-Muslim arbitrator may not understand the dynamic of the underlying religious aspect of the employment relationship and will focus on the principles of employment law and the nature of the employment contract.
 - 2.5. It is required that Imaams, Muezzins and Teachers of Islamic Deen be accorded their rights and recognized for the role that they play in the Muslim community at large. It is furthermore required that all Jamaats endeavour to adequately reward these individuals commensurate with their knowledge, training, skill and experience.
 - 2.6. It is also important that all members of the community and specifically parents, learners and members of the Jamaat accord Imaams, Muezzins and Teachers of Islamic Deen the necessary respect.
 - 2.7. It is also required that these individuals are treated fairly in terms of all legislation including but not limited to SARS regulations and all Department of Labour requirements.

THE WAY FORWARD

3. It would therefore be advisable to, over a period of time, introduce certain minimum conditions of service

and salaries, for the individuals to reflect the communities, appreciation and acknowledgement. This can be done by, *inter alia*,

- 3.1. to provide for a remuneration structure that can be considered fair and equitable;
 - 3.2. to introduce a pension/provident fund;
 - 3.3. to introduce a standard guideline of rules and procedures of acceptable conduct for both the Jamaat and the employee;
 - 3.4. to introduce a grievance procedure with the right of appeal to a higher Ulama Authority or Body;
 - 3.5. to create a private dispute resolution body based on Islamic principles to preside over and arbitrate over any disputes;
 - 3.6. to make available a list of professionals and service providers that undertake to assist Imaams, Muezzins and Teachers of Islamic Deen at reduced fees for the individuals and their families;
 - 3.7. to provide for the educational benefits of the dependents of Imaams, Muezzins and Teachers of Islamic Deen creating a separate or distinct bursary fund for the further education and training of the individuals identified;
4. It is, also acknowledged that various communities appoint the above individuals however, some localities may not be in a position to meet the new minimum standards though this is encouraged.
 5. It is accepted that certain communities may not be in a position to remunerate the individuals at a determined minimum salary level. It is thus suggested, to make up for the deficit, to make provision for members of the community to donate towards the salaries of the above individuals.

CONCLUSION

6. It is encouraged that the Muslim community employing Imaams, Muezzins and Teachers of Islamic Deen to recognise and reward the efforts of these individuals who play a very important role in imparting Islamic knowledge that form the foundations of our society.

LETTER OF APPOINTMENT

In the Name of Allâh - Most Merciful - Most Compassionate

Date:

Imaam's Name:

Address:

Name of Jamaat:

Address of Jamaat:

Responsible person of the Jamaat: Secretary

Responsible person of the Jamaat: Chairman

Assalaamu 'alaikum

The following guidelines were agreed upon, pursuant to a consultative process between the Jamaat and the Imâm.

The _____ (hereinafter referred to as "the Jamaat") have pleasure in offering the post of _____ on the terms and conditions as agreed to herein:

APPOINTMENT

1. Such appointment will be applicable from _____ ("the commencement date").

PERIOD OF EMPLOYMENT AND TERMINATION

2. Employment as recorded above shall commence on the date noted and shall be for an indefinite period unless terminated as provided for in this agreement.
3. Employment shall automatically terminate at the end of the year in which the retirement age is reached. The retirement age shall be _____ years. The Jamaat will however endeavour to inform yourself of the retirement and in the event that the Jamaat fails in this respect, such retirement will nevertheless become applicable and any service rendered thereafter cannot be used as a factor to assume that employment shall continue beyond the retirement date.
4. Either party may, during the currency of this agreement, and with the exception of clause 3.4 below, terminate the agreement by giving the other party 3 (three) month's written notice in writing. In lieu of notice, the Jamaat may elect to compensate the employee in respect of the notice period and instead of having the employee work during such period.
5. The Jamaat shall, subject to compliance with fair labour practice in terms of Islamic principles and South African Labour Law, be entitled to summarily terminate the employment contract if:
 - 5.1. The employee is found guilty of misconduct justifying a summary dismissal;
 - 5.2. The employee is found guilty of misconduct which is likely to bring the employee and/or the Jamaat into disrepute, and/or
 - 5.3. The employee breaches any terms of this agreement.
6. The contract may also be terminated, should the employee be absent for a period of more than five calendar days without informing the Jamaat in respect of the reasons for such absence and or the likely duration of such absence.

PROBATIONARY PERIOD (NEW EMPLOYEES ONLY)

7. The first 3 (three) months of this agreement shall be an initial probationary period.
8. During or at the expiry of the initial probationary period, the Jamaat may within its discretion extend the probationary period for a further period of not more than 3 (three) months.
9. During or at the expiry of the probationary period, an assessment will be undertaken in respect of whether the employee is regarded as suitable for permanent employment. This assessment may include the timeous performance of all obligations, interactions with members of the community and interactions with the Mosque congregation at large.
10. During or at the conclusion of the probationary period, if, as a result of the assessment and having

taken into account the employee's representations, the Jamaat determines that the employee is not suitable for full time appointment, the Jamaat may extend the probationary period alternatively, terminate this agreement on 2 (two) week's notice.

11. At the conclusion of the probationary period, if, as a result of the assessment, the Jamaat determines that the employee is suitable for appointment, the Jamaat will inform the employee of this decision and the contract will continue on the terms and conditions as set out hereunder. In the event that the contract is not formally extended, it will be assumed that the conditions of service, as agreed to herein below, will be applicable.

DUTIES

12. The employee will be required to perform those duties and functions that may be reasonably be expected of a person in this position.
13. These duties are set in further detail as recorded in **Annexure "A."** and attached hereto.
14. The duties and functions may be altered from time to time subject to consultation and in line with the employer's operational requirements. In general, the following standards will be applicable:
 - 14.1. To perform to the best of your abilities all duties and functions reasonably assigned to yourself by or on behalf of the Jamaat in connection with the post and to the standards as required by the Jamaat.
 - 14.2. To use your utmost endeavours in protecting and promoting the cause of Islam and to preserve its reputation and goodwill;
 - 14.3. To be true and faithful to the Jamaat in all dealings and transactions whatsoever relating to its objectives and interests;
 - 14.4. To use the assets of the Jamaat and/or the Mosque entrusted to yourself with the utmost care;
 - 14.5. To submit to the Jamaat or any nominated person on its behalf such information and reports (written or verbal) as may be required of yourself in connection with the performance of your duties and functions under this agreement;
 - 14.6. To disclose to the Jamaat all acts and omissions which prior to your employment may have constituted or which at any time may constitute a breach in respect of your obligations to the Jamaat arising from any cause whatsoever;
 - 14.7. To comply with the rules, regulations, ethical standards, or guidelines as required of a person in the profession. In the event of a conflict regarding these standards, an interpretation allocated by the Jamiatul Ulama South Africa will be applicable.

CONFIDENTIALITY

15. In view of the position held, confidential information regarding the Jamaat, committee members and members of the congregation will come to your knowledge. It is a prescript of this contract of employment that all such information will be kept confidential and not disclosed nor divulged to any person whatsoever.

REMUNERATION

16. As remuneration for services rendered, the Jamaat will pay a monthly salary and other benefits as agreed to from time to time and as recorded per Annexure "B".

17. On commencement of employment the remuneration package may by agreement be structured in such a manner as may lawfully be allowed to achieve the optimum tax efficiency for the benefit of the employee;
18. The Jamaat shall pay the monthly remuneration on or before the last day of each successive month, pro-rated for any portion of a month.
19. Statutory deductions will be applicable as required by SARS and in respect of the Department of Labour. In the event that other deductions may be required, this will be by agreement alternatively determined by a chairperson in terms of Section 34(2)(b) of the Basic Conditions of Employment Act of 1997 as amended;
20. The salary package shall be reviewed annually. In reviewing such increment, the Jamaat shall take into cognisance changes in the cost of living and any other factors that may impact upon the operations of the Jamaat.

ALLOWANCES

21. The employee may be entitled to receive certain allowances as recorded per **Annexure "B."**

OUT OF POCKET EXPENSES

22. The Jamaat shall refund to the employee any out of pocket expenses, provided this has been agreed to prior to being incurred and on condition that all vouchers therefore have been submitted to the Jamaat for payment. Such expenses shall be refunded to the employee at the end of the month and with the normal salary payment.

LEAVE

ANNUAL LEAVE

23. The employee will be entitled to paid annual leave of 21 (twenty one) consecutive days per year and as per the Basic Conditions of Employment Act. All leave due must be taken within 6 months after the completion of every 12 month leave cycle. In the event that the Jamaat requires the employee to render service on the expiry of the leave cycle, leave will be taken at a mutually agreed time.
24. It will be the responsibility of the employee to ensure that leave is taken. Leave will not be carried over to the termination of the contract.
25. In respect of an employee who renders service as an educator, the employee will be required to be available during school holidays and as required by the Jamaat from time to time.

HAJ OR UMRAH

26. The employee shall be granted four (4) weeks paid leave in respect of a Fardh Haj and provided that a minimum of three (3) years of continuous service with the Jamaat has been rendered. The employee will be required to submit an application for such leave at least two (2) months prior to embarking on the journey for Haj.
27. The employee may be granted unpaid Fardh Haj leave should three (3) years of continuous employment with the Jamaat not be completed. The employee will be entitled to utilise annual leave for the purposes of such Haj.

28. Leave for an Umrah or Nafal Haj shall be granted at the sole discretion of the Jamaat and which shall be calculated from the annual leave entitlement.

SICK LEAVE AND FAMILY RESPONSIBILITY LEAVE

29. The employee shall be entitled to sick leave and family responsibility leave in accordance with the provisions of the Basic Conditions of Employment Act 75 of 1997, as amended.

WORK PERMIT

30. In the event that the employee is a foreign national, employment shall be conditional on the employee being granted a work permit by the South African Department of Home Affairs to commence work with the Jamaat. The employee acknowledges that the Jamaat seeks to ensure that the employment relationship is legally entered into, therefore the employee undertakes to provide the Jamaat with a certified copy of the work permit on acceptance of the position and on regular intervals in respect of the renewal of the work permit. The Jamaat undertakes to assist the employee where reasonably possible in obtaining a valid work or other permit.

HOURS OF WORK

31. The hours of work shall be determined as recorded per Annexure "C".

GRIEVANCES

32. All grievances of the employee shall be dealt with in accordance with the provisions of this clause.

33. Where the employee has a grievance against any member of the Jamaat or any other grievance with a worshipper in the Mosque, the employee may set out the terms of the grievance in writing requesting a grievance hearing and serve the same on the Chairman and the Secretary of the Jamaat by hand or email.

34. In the event that the Jamaat deems is reasonable, the matter will be resolved informally alternatively, the parties shall endeavour to meet within 5 calendar days after the employee has lodged the written grievance.

35. The grievance shall be dealt with privately and confidentially.

36. The parties shall attempt to settle the grievance to the best of their ability.

37. The parties may if both consent, agree to appoint a mediator to resolve the grievance.

MEDIATION/ARBITRATION

38. All disputes between the parties in respect of this employment agreement shall be referred to mediation and or arbitration which may include but not be limited to the following:

38.1. the interpretation of the employment contract;

38.2. the enforcement of the employment contract or the termination thereof;

38.3. the cancellation of the employment contract;

38.4. the resignation of the employee;

38.5. the dismissal of the employee, and or,

38.6. any alleged violation by the Jamaat of the employee's rights in terms of Islamic Law or South African Labour Law. (Without limiting the generality of the foregoing, any violation alleged by

the employee of his rights in terms of the Basic Conditions of Employment Act, the Employment Equity Act or the Labour Relations Act shall be dealt with in terms of this clause.)

39. In the referral of such a dispute, either of the parties shall be obliged to declare a dispute in writing with the Jamaat setting out briefly the terms of such dispute and the resolution sought. Such dispute shall be served on the Chairman and Secretary of the Jamaat by hand and or by email.
40. Within ten days of receipt of the declaration of the dispute, the parties shall meet in an endeavour to settle the matter. The terms of the settlement shall be private, confidential and shall be conducted on a without prejudice basis.
41. Should the parties be unable to settle the matter between themselves, the parties shall appoint a mediator to settle the dispute between them. If the parties are unable to agree on the appointment of a mediator, the mediator shall be appointed by the Jamiatul Ulama South Africa from the panel of mediators of the Muslim Mediation and Arbitration Council (MMAC) whose decision on the appointment of the mediator shall be final and binding.
42. If the parties are unable, after mediation to settle the matter the dispute shall be referred to arbitration under the auspices of the MMAC and the dispute shall be resolved in terms of the rules of the MMAC.
43. If the parties are unable to agree upon an arbitrator mutually acceptable to themselves, from a panel of arbitrators provided by the MMAC, the arbitrator shall then be appointed by the head of the Jamiatul Ulama South Africa or failing him, by the General Secretary of the Jamiatul Ulama South Africa from the panel of arbitrators of the MMAC.
44. The parties agree that the arbitrator's decision shall be final and binding upon them.
45. The parties shall three days after the appointment of the arbitrator, endeavour to agree to the arbitrator's written terms of reference. If the parties are unable to agree upon the arbitrator's written terms of reference, then the arbitrator shall have the power to determine the dispute on the grounds of what he believes to be just and equitable.
46. The arbitration shall be conducted in terms of the Arbitration Act of 1965 or as amended.
47. The arbitrator shall have the power to decide upon the procedure, which he/she shall follow to determine the dispute between the parties.
48. The arbitrator shall have the power to order the losing party to pay any costs incurred by the successful party in the arbitration including the arbitrator's cost. In all other instances, costs in respect of the arbitration shall be borne by the employer.
49. The parties shall be entitled to legal representation at the arbitration and shall pay the costs of their own legal representative unless other directed by the arbitration.

GENERAL

50. This document read together with any annexure or addendum hereto, together with the Jamaat's other policies, procedures, codes, regulations and the like, as amended from time to time, constitutes the whole agreement between the employee and the Jamaat.
51. No relaxation or indulgence, which either party may grant the other, shall in any way prejudice or be deemed to be a waiver of its rights in terms of this agreement nor shall such relaxation or indulgence preclude or stop the other party from exercising its rights in terms of this agreement in future.
52. Notwithstanding any provisions of this agreement, the employee is entitled to be elected as a member of the Jamaat. In matters concerning the employment agreement or any matters arising therefrom, the

employee shall be recused from such meeting and shall not have a right to vote or make any input in this respect as a Committee member. The employee's rights in respect of the employment relationship shall remain intact.

53. No member of the Jamaat has the right to lead the prayer (duty of Imâmat) or the right to deliver a lecture (the use of the *Mimbar*) without the approval and consent of the Imâm for which the Imâm shall be held accountable in all respects.

CHOSEN ADDRESS

54. The chosen address for the employee for all purposes in respect of this agreement shall be:

54.1. Physical: _____

54.2. Postal: _____

54.3. Email: _____

54.4. Fax: _____

54.5. Cell number: _____

55. Notices may be served by handing the same, posting to the other party's address by registered mail, by fax, by email or short message service shall be acceptable.
56. In the event of posting as noted above, it will be deemed that the document posted has been received, until the contrary is proved, on the seventh day after posting. In respect of all other methods of service used, it will be assumed, until the contrary is proved, that the communication was received on the day of service.
57. Should any of the contact details of either of the parties as recorded above be changed, Notice shall be provided to the other party to communicate such change to the employer, failing which, it shall be assumed that the contact details supplied hereon are current.
58. A written notice or communication actually received by a party shall be adequate written notice or communication of the matter at hand notwithstanding that it was not sent to or delivered at the chosen address.
59. This contract of employment is submitted to the employee in duplicate. In the event that the terms as recorded hereon are acceptable, kindly sign the same and return a copy to the employer.
60. We trust that your work will be both enjoyable and rewarding In Sha Allah.

Yours sincerely,

Secretary on behalf of the Jamaat

ACCEPTANCE OF APPOINTMENT

I _____ accept the position with the Jamaat on the terms and conditions set out above. I confirm that I understand the contents of this agreement and annexure or the contents of this agreement has been explained to me and that I fully understand the contents thereof.

Thus signed and dated on this the _____ day of _____ at _____

Employee

Witness

Employer

Witness

DUTIES TO BE RECORDED HERE:

REMUNERATION, ALLOWANCES AND BENEFITS TO BE RECORDED HERE:

STARTING MONTHLY REMUNERATION

1. The monthly salary shall be R_____ and payable by cash / EFT.

CONTRIBUTIONS TO A RETIREMENT FUND

2. The employee will be required to join a Retirement / Pension / Provident Fund.
3. The contribution at the commencement of joining the Fund by the Jamaat will be R_____
4. The employee will be required to contribute the sum of R_____

MEDICAL AID

5. At the present time, the Jamaat does not offer a Medical Aid.

HOUSING ALLOWANCE INCLUDING RATES AND TAXES, LIGHTS AND WATER PAID ON BEHALF OF THE EMPLOYEE ALTERNATIVELY ACCOMMODATION PROVIDED

6. In the event that accommodation is provided, this shall be for the immediate family of the employee for the duration of the employment agreement. Immediate family shall be defined as the employee's wife and children. Should any other persons occupy the premises, permission must be obtained from the Jamaat.
7. Upon termination of service, for whatever reason, the employee will be obliged to vacate the premises by no later than the expiry of the notice period unless otherwise agreed or as prescribed by the Basic Conditions of Employment Act.

CONTRIBUTION TO EDUCATION

8. The following contributions shall be made in respect of the children of the employee:
 - 8.1.

RETIREMENT

9. On termination of service the employee will be entitled to a monthly retirement gratuity after the normal age of retirement alternatively, after thirty (30) years of continuous service with the Jamaat. Such monthly amount payable shall be equal to one (1) month's salary plus any other benefits the employee has been entitled to as of the last month of employment with the Jamaat.

HOURS OF WORK

1. In respect of rendering service as an Imaam, Educator, Muazzin, the employee shall be required to work the following hours:
 - 1.1. Monday:
 - 1.2. Tuesday:
 - 1.3. Wednesday:
 - 1.4. Thursday:
 - 1.5. Friday:
 - 1.6. Saturday:
 - 1.7. Sunday:
2. It is hereby noted that in rendering service as required above, the employee shall not reach the maximum threshold of 45 hours per week.
3. The employee shall be entitled to one day off every week.