

LETTER OF APPOINTMENT

In the Name of Allâh - Most Merciful - Most Compassionate

Date:

Imaam's Name:

Address:

Name of jamaat:

Address of jamaat:

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 you the post on the following terms and conditions:

I. Appointment

With effect from _____ ("the commencement date"), you will be appointed as Imâm/teacher of _____ (name of Jamaat)

Period of Employment and Termination

- I.1 Your employment shall start on the commencement date and shall be for an indefinite period unless terminated as provided for in this agreement.
- I.2 Your employment shall terminate automatically without notice on you reaching the retirement age of _____ years.
- I.3 Either the Jamaat or you 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 pay you the remuneration and benefits to which you would have been entitled if you had worked during the notice period.
- I.4 The Jamaat shall, subject to compliance with fair labour practice in terms of Islamic principles and South African Labour Law, be entitled to terminate your post summarily if you:
 - I.4.1 are guilty of conduct justifying a summary dismissal according to the Islamic Law;
 - I.4.2 are guilty of conduct justifying a summary dismissal according to the South African common law;
 - I.4.3 are guilty of conduct which is likely to bring yourself and/or the Jamaat into disrepute, and/or
 - I.4.4 commit a breach of any of the terms of this agreement.
- I.5 If you are absent from your duties for any reason, you must inform the Jamaat and/or

2. Probationary Period (New Imâms Only)

- 2.1 The first 3 (three) months of this agreement shall be an initial probationary period.
- 2.2 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.
- 2.3 During or at the expiry of the probationary period, an assessment will be made of whether you are in all respects suitable for this appointment. This assessment may include your performance and interactions with members of the community and the Mosque congregation.
- 2.4 During or at the conclusion of the probationary period, if, as a result of the assessment and having taken into account your representations the Jamaat determines that you are not suitable for this appointment, it may terminate this agreement on 2 (two) week's notice.
- 2.5 At the conclusion of the probationary period, if, as a result of the assessment, the Jamaat determines that you are suitable for this appointment, the Jamaat will inform you in writing that your appointment is confirmed and that this contract will continue on the terms and conditions set out in this letter.

3. Duties

You will perform those duties and functions that may be reasonably expected of someone in your position. These duties are set out more specifically in **Annexure "A."** Your duties and functions, which may be changed from time to time on consultation with you if deemed necessary in light of the Mosque and/or Jamaat's operational requirements. In general, however, you will:

- 3.1 Perform to the best of your abilities all duties and functions reasonably assigned to you by or on behalf of the Jamaat in connection with your post.
- 3.2 Use your utmost endeavours to protect and promote the cause of Islam and to preserve its reputation and goodwill;
- 3.3 Be true and faithful to the Jamaat in all dealings and transactions whatsoever relating to its business and interests;
- 3.4 Use the assets of the Jamaat and/or the Mosque entrusted to you with the utmost care;
- 3.5 Submit to the Jamaat or any person on its behalf such information and reports as may be required of you in connection with the performance of your duties and functions under this agreement;
- 3.6 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 by you or any other employee of your obligations to the Jamaat arising from any cause;
- 3.7 Comply with the rules, regulations, ethical standards, or guidelines established for the profession of which you are a member or within which you operate.

4. Confidentiality

In view of your position, you will from time to time have access to certain confidential information of the members of the congregation or the community. You will therefore at all times adhere to keeping this information confidential.

5. Remuneration

As remuneration for your services, the Jamaat will pay and you will receive such monthly remuneration and other benefits as may be agreed to between the parties from time to time.

- 5.1 It is agreed that your remuneration package shall be
- 5.2 Your initial commencing remuneration package shall be the remuneration and 'ZM~--Nmxs So, Mk;M "S,;
- 5.3 On commencement of employment your remuneration package may by agreement be structured in such a manner as may lawfully achieve the optimum tax efficiency for your benefit;
- 5.4 The Jamaat shall pay for your remuneration monthly on or before the last day of each successive month, pro rata, deductions may be made for any omissions in the course of your duties.
- 5.5 Your salary shall be reviewed annually. In reviewing such increment, the Jamaat shall take into cognisance changes in the cost of living, and the proficiency of your work.
- 5.6 PAYE and UIF will be deducted according to the standard deduction tables,

6. Allowances

You may be entitled to and receive certain allowances as further set out in **Annexure "B."**

7. Out-of-Pocket Expenses

The Jamaat shall refund to you any out-of-pocket expenses incurred by you on behalf of the Jamaat, which are substantiated by vouchers therefore and which have been approved by the Jamaat.

8. Retirement Funds and Medical Aid

The Jamaat does not offer any Medical Aid. You will be entitled to a monthly retirement gratuity after the age of retirement as per clause 2.2 or after continuous service of thirty (30) years with the Jamaat. Such monthly amount payable shall be equal to one (1) month's salary, plus any other benefits enjoyed by you as per the last year of your employment.

9. Leave

9.1 Annual Leave

You will be entitled to paid annual leave amounting to 21 (twenty-one) days per year, as per the Basic Conditions of Employment Act. All leave due to you must be taken within 6 months after the completion of every 12-month leave cycle, otherwise it will be forfeited.

9.2 Haj or Umrah

9.2.1 You shall be granted four (4) weeks paid leave in respect of a Fardh Haj, provided that you have completed a minimum of three (3) years continuous service with the Jamaat and provided that application for such leave is submitted at least two (2) months in advance.

9.2.2 You shall be granted unpaid Fardh Haj leave if you have not completed three (3) years of continuous employment with the Jamaat. You may however go for Haj within the terms of this clause during a period when your annual leave has occurred.

9.2.3 Leave for a Umrah or a Nafil Haj shall be granted at the sole discretion of the Jamaat.

9.3 Sick leave and family responsibility leave

You 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.

10. Work Permit

If you are a foreign citizen, your employment is conditional on your being granted a work permit by the South African Department of Home Affairs to commence work with the Jamaat. You acknowledge that the Jamaat does not want to be brought into disrepute and you therefore undertake to provide the Jamaat with a certified copy of your work permit on taking up your position and on regular intervals upon renewal of the work permit. The Jamaat undertakes to take whatever steps reasonably necessary to assist you in obtaining a valid work or other permit.

11. Accommodation (where applicable)

- 11.1 Accommodation will be extended to you and your immediately family for the currency of your work period.
- 11.2 Upon your services being terminated, for whatever reason, you will be obliged to vacate the accommodation made available to you by no later than the expiry of your notice period unless otherwise agreed.

12. Grievances

- 12.1 All grievances of the employee shall be dealt with in accordance with the provisions of this clause.
- 12.2 Where the Imâm has a grievance against any member of the Jamaat or any other grievance with a worshipper in the Mosque, then the Imâm shall set out in writing the terms of such grievance.
- 12.3 The parties shall endeavour to meet within 5 days after the Imâm lodges the written grievance.
- 12.4 The grievance shall be dealt with privately and confidentially.
- 12.5 The parties shall attempt to settle the grievance to the best of their ability.
- 12.6 The parties may if both consent, agree to appoint a mediator to resolve the grievance.

13. Mediation/Arbitration

- 13.1 All disputes between the parties included but not limited to:
 - 13.1.1 the interpretation of the employment contract;
 - 13.1.2 the enforcement of the employment contract; 13.1.3 the cancellation of the employment contract;
 - 13.1.4 the resignation of the Imâm;
 - 13.1.5 the dismissal of the Imâm '
 - 13.1.6 any alleged violation by the Jamaat of the Imâm's rights in terms of Islamic Law or South African 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.
- 13.2 The Imâm shall be obliged to declare a dispute with the Jamaat setting out briefly the terms of such dispute.
- 13.3 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.
- 13.4 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 Transvaal or the Muslim Mediation and Arbitration Council (MMAC) whose decision on the appointment of the mediator shall be final and binding.
- 13.5 The mediator shall have the power to express a prima facie view to the parties in an endeavour to attempt to settle the matter.
- 13.6 If the parties are unable, after mediation to settle the matter the dispute shall be referred to arbitration under the auspices of the Jamiatul Ulama or the MMAC.

- 13.7 If the parties are unable to agree upon an arbitrator mutually acceptable to themselves, from a panel of arbitrators provided by the Jamiatul Ulama or the MMAC the arbitrator shall then be appointed by the head of Jamiatul Ulama Transvaal or failing him by any person who is his deputy.
- 13.8 The parties agree that the arbitrator's decision shall be final and binding upon them.
- 13.9 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.
- 13.10 The arbitrator shall have the power to decide upon the procedure, which he/she shall follow to determine the dispute between the parties.
- 13.11 The arbitrator shall have the power to order the losing party to pay any costs incurred by the winning party in the arbitration including the arbitrator's cost.
- 13.12 The parties shall be entitled to legal representation at the arbitration.

14. General

- 14.1 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 you and the Jamaat.
- 14.2 No relaxation or indulgence which the Jamaat may show to you 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 Jamaat from exercising its rights in terms of this agreement in future.
- 14.3 Nothing herein contained shall prevent you as the Imâm from duly pointing out to the Jamaat or members of the Jamaat any acts, procedures or matters that the Jamaat may undertake, manage, or initiate that are in direct conflict to the teachings of Islam and the *shari'ah*.
- 14.4 Notwithstanding any provisions of this agreement, you as the Imâm/Teacher are fully eligible to be elected as a member of the Jamaat, in which case you shall recuse yourself from any such meeting that deals with any matter pertaining directly to your employment.
- 14.5 No member of the Jamaat has the right of Imâmate or the use of the *Mimbar*, or the authority to confer this right to any individual without the approval and consent of the Imâm.

15. Chosen Address

Your chosen address for all purposes of this agreement is:

You should inform the Jamaat of any change in your address, A written notice or communication actually received by you shall be an adequate written notice or communication notwithstanding that it was not sent to or delivered at your chosen address.

This letter is submitted to you in duplicate. If the terms are acceptable to you, please sign your acceptance on the copy and return it to us.

We hope that your work will be both enjoyable and rewarding Insha-Alldh.

Yours sincerely,

Secretary

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.

SIGNED:

DATE:

WITNESS:

DATE:

WITNESS:

DATE:

Obtainable from: www.islamsa.org.za/resources/jamaat_appointment_letter.pdf
Courtesy: Jamiatul Ulama