

AGREEMENT ON DISPUTE RESOLUTION

1. Parties

1.1 The parties to this agreement are:

A)Jamaat)

B)(Imaam)

1.2 The parties enter into this agreement in order to agree on a dispute resolution mechanism between them.

2. Grievances

2.1 All grievances of the Imaam shall be dealt with in accordance with the provisions of this clause.

2.2 Where the jamaat has a grievance against any member of the jamaat or any other grievance with a worshipper in the Mosque, then the Imaam shall set out in writing the terms of such grievance.

2.3 The parties shall endeavour to meet within 5 days after the Imaam lodges the written grievance.

2.4 The grievance shall be dealt with privately and confidentially.

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

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

3. Mediation/Arbitration

3.1 All disputes between the parties included but not limited to:

3.1.1 the interpretation of the employment contract;

3.1.2 the enforcement of the employment contract;

3.1.3 the cancellation of the employment contract;

3.1.4 the resignation of the Imaam;

3.1.5 the dismissal of the Imaam

3.1.6 any alleged violation by the employer of the jamaat'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.

4. The Imaam shall be obliged to declare a dispute with the Jamaat setting out briefly the terms of such dispute.

- 4.1 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.
 - 4.1.1 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,
 - 4.1.2 The mediator shall have the power to express a prima facie view to the parties in an endeavour to attempt to settle the matter.
 - 4.1.3 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.
 - 4.1.4 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.
 - 4.1.5 The parties agree that the arbitrator's decision shall be final and binding upon them.
 - 4.1.6 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.
 - 4.1.7 The arbitrator shall have the power to decide upon the procedure, which he/she shall follow to determine the dispute between the parties.
 - 4.1.8 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 costs.
 - 4.1.9 The parties shall be entitled to legal representation at the arbitration,

JAMAAT

IMAAM

Date

Date

WITNESS

Date

WITNESS

Date

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