



CONTRACT FOR THE APPOINTMENT OF THE MUAZZIN

This contract of employment is between the Ta'limi Board (KZN) and

I.D.No. _____

Assalaamu Alaykum Warahmatullahi Wabarakatuhu

It gives us great pleasure to confirm your appointment as the Muazzin of _____

We make dua to Allah Ta'ala that He accepts us all to serve His Deen with sincerity and dedication at all times. Aameen.

The following are the terms and conditions of the appointment:

1. You are appointed to the position of a muazzin as from _____.
2. The commencing salary shall be R _____-00 per month. The salary will be reviewed at the discretion of the Trust. The Trust will also provide accommodation, water and electricity.
3. This contract shall be for a 3 month probation period that will commence on the _____ and terminate on _____. Thereafter the appointment will be on an annual contract basis and will be reviewed each year.
4. While it is understood that the labour laws of South Africa govern this employment as well, all aspects of this contract will be conducted purely in terms of the dictates of Shariah. Both parties firmly commit themselves not to make any demands on one another during the subsistence or termination of this contract on the basis of South African labour laws where such demands are not valid in terms of the Shariah.
5. Termination of service in the event of any dispute in any matter will be referred to an arbitration committee appointed by the Shura of Madrasah Taleemuddeen, Isipingo Beach. The decision of the arbitrators will be binding on both parties.

JOB DESCRIPTION

6. Your primary duty as the Muazzin of _____ will be to serve the community in all aspects of Deen. This will include, but not be limited to, the following:
 - Azaan of the five daily Salaah.
 - To be a deputy Muazzin and take charge of the Musalla when the Muazzin is not present.
 - Madrasah classes for 2 hours in the afternoon.
 - General cleaning and upkeep of the Masjid, Madrasah and its surroundings.

P.T.O



7. You will be required to be present in the masjid at least 5 minutes before Azaan for all salaahs (10 minutes before Maghrib).

LEAVE

1. You will be entitled to sick leave and leave of absence in case of emergencies.
2. Your weekend leave and annual leave will be as follows:

Weekend leave: Every alternate weekend from Saturday after Zuhr to Sunday Esha (inclusive).

Annual Leave: 3 weeks paid leave.

*** Leave will not be taken during the month of Ramadhaan. Any unpaid leave will be with consultation.**

A committee has been appointed by the Ta'limi Board to liaise with you on all matters. No other trustee or person will issue any directive to you. You will also direct any matter pertaining to your duties to the committee. Presently the liaison committee members are:

In the case of any sudden emergency, the liaison must be contacted telephonically as early as possible and be informed of one's intended absence and the reason thereof.

In special circumstances, unpaid leave may be granted at the discretion of the Board.

- i. All official paid leave will coincide with the government school holidays at the end of each term in accordance to the Ta'limi Board Year Planner.
- ii. National public holidays and both Eids will also be regarded as official paid leave.
- iii. If leave is required for any other circumstances such as Marriage, Maternity, Haj, Umrah, Jamaat, Khanqah, etc. other than any of the above official Holidays then the following rules will be applied.
 - a) A **suitable replacement must** be provided subject to the approval and authorisation of the Ta'limi Board Shura.
 - b) The application for leave form must be submitted at least 30 days in advance for their approval.
 - c) The Ta'limi Board Shura will according to the circumstances of the leave decide whether the leave will be paid or unpaid.
 - d) In the case of attending a funeral, sudden illness or unforeseen circumstances, the co-ordinator **must** be contacted telephonically as early as possible and be informed of one's intended absence and the reasons thereof. A suitable replacement must be provided.
 - e) If the absence is due to illness more than two days, then a doctor's letter must be produced.

SICK LEAVE:

1. The Employee shall be entitled to 10 (ten) days paid sick leave in one year.
2. If the Employee is absent from work for two consecutive days or more he/she shall be required to produce a certificate signed by a registered medical doctor stating the nature and duration of his illness.
3. The Employee shall not be paid for sick leave unless a certificate by a registered medical doctor is submitted to the Employer immediately upon his return to work.



4. In the event of major illnesses or surgery, special unpaid sick leave may be granted at the discretion of the Ta'limi Board.
5. Sick leave may not be transferred or converted into any other form of leave.

FAMILY RESPONSIBILITY LEAVE:

1. Once the Employee has been employed for longer than four (4) months, the Employee will be entitled to 3 (three) days Family Leave per year.
2. Permission must be requested from and granted by the Employer prior to the Employee taking Family Responsibility Leave. The onus is on the Employee to provide the Ta'limi Board with documentary proof of the reason for his/her request for Family Responsibility Leave.
3. Entitlements for Family Responsibility Leave are as follows:
 - When an Employee's child is born;
 - When an Employee's child, or spouse is sick;
 - When an Employee's spouse, parent, grandparent, child, grandchild or sibling passes away.

REMUNERATION

1. The remuneration payable by the Ta'limi Board (KZN) to the employee shall be the sum of R _____ on the last day of each month.
2. This amount includes payment to the employee for work categorised as overtime or after hours.
3. This amount may be reviewed annually at the discretion of the Ta'limi Board (KZN).

HOURS OF WORK

1. The employee's hours of work shall be: Monday to Sunday -

Time:

2. The employee agrees that by signing this contract, he undertakes and agrees to perform such overtime duties as may be responsibly required of him/her from time to time, provided that this does not exceed the limitations provided for in relevant legislation, pertaining to this contract.
3. The employee will be required to fill in the time book recording his/her times of arrival and departure on a daily basis. Any leave taken within working hours must be noted in the time book. In the case of sudden emergencies please inform the board telephonically of such leave. In the event of the employee not reporting to work because of illness, he must telephonically inform the Ta'limi Board or any other official as early as possible so that alternative arrangements can be made. Remaining absent and not informing the office will be regarded as a severe breach.



DEDUCTIONS

1. The employer may make the following deductions from the employee's monthly salary: -
 - UIF;
 - PAYE;
 - Any other deductions required by Law;
2. Any further deductions may be made done by mutual agreement between the employee and the employer.

TERMINATION OF SERVICES

If the Muazzin intends to terminate his employment at any given time or the Ta'limi Board intends to terminate the employment of the Muazzin, at least three months advance notice must be provided so that a suitable replacement can be found.

CONCLUSION

1. The Job Description above outlines the main duties for the appointed post. The Muazzin should acknowledge that he knows and understands that they will be required to perform other duties not listed in the Job Description, but which fall reasonably within the ambit of the Job Description when required to do so.
2. The Muazzin shall be required to perform other duties associated with the job description, which may change from time to time based on the operational requirements of the Masjid / Maktab.
3. All previous contracts (verbal and/or written) hereto become null and void.
4. Despite anything recorded above, you will always discharge your duties with the spirit that is required for such a position. Hence, at times the situation may demand that you perform beyond the call of formal duty. Thus you will respond positively in such situations keeping in mind that your service in reality is a service to Deen and not to any organisation. Hence true compensation and remuneration will only be from Allah Ta'ala.

We shall be pleased to have your acceptance of the above position. For record purposes, please sign this contract and return it to the committee. We take this opportunity of welcoming you. We make earnest dua that our association will be long and a mutually beneficial one. May Allah Ta'ala accept all of us to serve His Deen at all times. Aameen.

Thus done and signed by the employer at _____ on this the _____ day of _____ 2021, in the presence of the undersigned witnesses.

Chairman of Trust

Trustee

I agree to the appointment on the terms and conditions stated above.

Muazzin

Witness