



# CONTRACT FOR THE APPOINTMENT OF THE IMAAM

Date: \_\_\_\_\_

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

Moulana / Mu'allimah \_\_\_\_\_

I.D.No. \_\_\_\_\_

*Assalaamu alaykum warahmatullahi wabarakatuhu*

It gives us great pleasure to confirm your appointment as the Imaam of \_\_\_\_\_

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

## JOB DESCRIPTION

1. Your primary duty as the Imaam will be to lead the community in all aspects of Deen. This will include, but not be limited to, the following:
  - a) Lead all the Salaah.
  - b) Ensuring that the azaan is called out timeously.
  - c) Establishing the maktab in the community and overseeing all its needs.
  - d) Conducting programmes on important and auspicious occasions.
  - e) Attending to Nikahs, Janaazahs and other general needs of the community.
  - f) Providing guidance to the community in Deeni and social matters.
  - g) Conducting of weekly programmes of Islaah and masaail for adults as well as youth.
  - h) To visit the sick in the community.
  - i) To establish the work of Da'wat and Tableegh.
  - j) The Masjid and the Mimbar will be under your (the Imaam's control) and no person will be allowed to perform any salaah or conduct any program without your (the Imaam's) permission or the permission of \_\_\_\_\_.
  - k) To take control of the Notice Board.
  - l) To ensure that the salaah times are changed correctly in the different seasons.
  - m) To supervise the Muazzin and cleaner with regard to their duties and guide them in all matters.
2. Apart from your duties as the Imaam, your working hours will be six hours per day. The structure of the times could vary according to the seasons and will be fixed or adjusted by the Ta'limi Board Shura as necessary.
3. In the performance of your duties you will be guided by the Qur'aan and Sunnah. You will deal with the community with hikmah (wisdom) and *mawizatil hassanah* (good advice). At no time will any individual or group be made a target of attack or insult. Rather every effort within the limits of Shariah must be made to unite the community.



## HOLIDAYS AND CONDITIONS OF LEAVE

Your weekend leave and annual leave will be as follows:

**Weekend leave:** Every alternate weekend from Saturday, after Fajar to Sunday Esha. (inclusive).  
*\* The weekend off should as far as possible be maintained on the dates set in the weekend leave schedule. Should there be a need to swop the weekend, it should be done in consultation with the co-ordinator.*

**Annual Leave:** Five weeks a year. *\*Leave will not be taken during the month of Ramadhaan as well as during Madrasah teaching days. Any unpaid leave will be with consultation. A leave form must be submitted to the co-ordinator.*

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: \_\_\_\_:\_\_\_\_ am to \_\_\_\_:\_\_\_\_ pm which the employee is required to complete

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.

## CONTRACT PERIOD

This contract shall be for a 6 month probation period that will commence on the \_\_\_\_\_ and terminate on \_\_\_\_\_



## TERMINATION OF SERVICES

If the Imaam intends to terminate his employment at any given time or the Ta'limi Board intends to terminate the employment of the Imaam, 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 Imaam 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 Imaam 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. A committee has been appointed by the Trust 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:

\_\_\_\_\_

4. All previous contracts (verbal and/or written) hereto become null and void.
5. 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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Imaam

\_\_\_\_\_  
Witness