

# PART A – TERMS AND CONDITIONS OF SERVICE

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## 1 CONTRACT FOR EMPLOYMENT

This contract for employment (“**the Contract**”) is made between the Islamic Society of Darwin (the “**ISD**”), of 53 Vanderlin Drive, Wanguri, Northern Territory, and <NAME> (the “**Imam**”).

The following documents form the Contract:

- This part referred to as Part A – Terms and Conditions of Service (“**Part A**”); and
- The attached part referred to as Part B – Duty Statement (“**Part B**”).

The Contract is not subject to any further special terms and conditions or schedules, and is to be interpreted in accordance with Australian Law.

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## 2 CONTRACT DETAILS

### 2.1 Term of the Contract

The Contract will be valid from its date of execution for a period of four years, or until it is terminated.

### 2.2 Termination for Breach

The Contract may be terminated at any time by the ISD if the Imam repudiates the contract, breaches an essential term of the Contract, or commits a serious breach of an intermediate term. The Executive Committee of ISD will be the sole body entitled to determine the nature and severity of a breach of the Contract.

### 2.3 Termination by Consent

The Contract may be terminated by mutual consent upon service of sixty days of notice in writing by either party to the other.

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## 3 EMPLOYMENT ARRANGEMENTS

### 3.1 Employee Duties

The duties of the Imam shall non-exhaustively include all items outlined in Part B.

### 3.2 Employer Duties

The ISD will provide all reasonable support to the Imam to ensure he is able to fulfil his duties as an employee, however makes no specific commitment to support or procure Australian visas or citizenship on behalf of the Imam outside of the term of the Contract. The Executive Committee of the ISD will assess the Imam's work performance annually.

### 3.3 Employment Exclusivity

The Imam may not undertake any paid employment with any person or organisation other than the ISD during the term of the Contract, unless with the written permission of the Executive Committee of the ISD.

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### 4 EMPLOYEE ENTITLEMENTS

#### 4.1 Salary

The Imam will be paid a base salary on commencement of \$xx,xxx (gross) per annum, to be increased annually in accordance with the CPI. The Executive Committee of the ISD may approve any other increases as it deems fit from time to time. Salary payments will be made fortnightly in arrears, to an Australian bank account, with any relevant taxes withheld.

#### 4.2 Superannuation

The ISD will pay a superannuation contribution of 9.50% of the base salary of the Imam to an approved superannuation fund. Superannuation payments will be made fortnightly in arrears, with any relevant taxes withheld.

#### 4.3 Ordinary Leave

The Imam may take one full day off per week on any day except Friday or Saturday. Leave may only be taken on a Friday or Saturday by prior arrangement with the Executive Committee of the ISD.

#### 4.4 Annual Leave

The Imam shall be entitled to four weeks annual leave, paid in full in advance, with any relevant taxes withheld. Annual leave shall not be cumulative and must be utilized within the year of employment. The Imam must provide no less than three weeks of notice of intention to take annual leave, and only take annual leave after receiving approval by the Executive Committee of the ISD.

#### 4.5 Sick Leave

The Imam is entitled to ten days of paid sick leave within each year of his employment.

#### 4.6 Travel

The ISD will pay travel and accommodation costs for expenses incurred by the Imam for work conducted outside of the Darwin region. Travel expenses may be booked directly or reimbursed by the ISD, subject to the discretion of the Executive Committee of the ISD.

#### 4.7 Accommodation

The Imam and his immediate family shall be provided with temporary accommodation on the premises of the Darwin Islamic Centre until the completion of the construction of his designated accommodation. The premises provided shall be for the exclusive use of the Imam and his immediate family, and may not be sublet, or occupied by any other persons without the express consent of the Executive Committee of the ISD. A residential tenancy agreement between the Imam and the ISD will be signed before the occupancy of the designated accommodation commences.

#### 4.8 Communications

The Imam may make local and long distance phone calls for free from ISD phones, provided such calls are necessary for the exercise of his duties. All personal phone calls must be recorded in the ISD telephone log and will be chargeable to the Imam.

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### **4.9 Insurance**

The ISD will pay all insurances required for the Imam to fulfil his duties, including but not limited to medical, worker's compensation, public liability and professional indemnity insurance as may be required from time to time.

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## **5 DISPUTE RESOLUTION**

In the event of a dispute arising between the ISD and the Imam, the parties agree to refer the dispute to an arbitrator agreed between the parties, or failing such agreement, to an arbitrator nominated by the president of the Australian Federation of Islamic Councils. The parties further agree that the decision of an arbitrator will be final and binding on both parties.

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## **6 GENERAL**

### **6.1 Conduct**

The Imam shall at all times conduct himself in a manner that is consistent with the best principles of Islam and not detrimental to the reputation of himself or the ISD. The Imam must seek to lead by example, and interact and engage with members of the Muslim and wider community, both within and outside the Islamic Centre.

### **6.2 Expenditure**

The Imam does not have the authority to spend money on behalf of the ISD and may not do so unless with the express consent of the Executive Committee of the ISD.

### **6.3 Gifts**

The Imam may receive gifts in kind directly from the Muslim and wider community but may not accept cash in the course of his duties, unless with the express consent of the Executive Committee of the ISD.

### **6.4 Variations to the Contract**

Sections 3 and 4 of Part A, and all of Part B of the Contract may be varied by mutual agreement of the contracting parties.

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**7 EXECUTION**

The parties acknowledge and agree that in executing the Contract they declare that they have read and understand all of the terms and conditions of the Contract and are fully aware of all their rights, interests, liabilities, obligations and other requirements under the Contract. Upon execution, this Contract supersedes all previous contracts for employment agreed between the ISD and Imam.

**7.1 Execution by the Imam**

SIGNED by

..... (Print Name) ..... (Signature)

on the

..... day of..... (Print Day in Words) (Print Month and Year)

in the presence of

..... (Print Name of Witness) (Signature of Witness)

**7.2 Execution by the ISD**

The **COMMON SEAL** of the Islamic Society of Darwin was hereto affixed in accordance with its Constitution.

on the

..... day of..... (Print Day in Words) (Print Month and Year)

in the presence of

..... (Print Name, Job Title) (Signature)

and

..... (Print Name, Job Title) (Signature)

## PART B – DUTY STATEMENT

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### 1 GENERAL DUTIES

The Imam is required to perform and be responsible for all duties associated with being an Imam of a Muslim congregation (Ummah). These general duties non-exhaustively include the following:

1. Organising and leading five daily prayers, Friday sermons and congregational prayer (Khutbah and Jumuah), nightly prayers during Ramadan (Tarawih), Eid prayers, funeral prayers (Janazah) and any other prayers as required;
2. Imparting religious knowledge from the Qur'an and Hadith to the Muslim community;
3. Caring for the socio-religious needs of the Muslim community;
4. Preaching (Da'wah) to the Muslim and wider community;
5. Teaching Islam to children in Madrasah classes and adults in other classes, seminars and forums;
6. Providing guidance for weddings, funeral services and other events;
7. Visiting elderly or sick persons at home and in hospital;
8. Supplying advice to the Executive Committee of the ISD on religious and other related matters;
9. Acting as a source of inspiration and strength to the Muslim community;
10. Representing the ISD in the wider community, honourably and honestly;
11. Being available to regularly assist and consult with the entire Muslim community;
12. Setting a good example by fully obeying and respecting the laws of Australia;
13. Cooperating and working constructively with the Executive Committee of the ISD for the benefit of the Ummah.
14. Be available in the Islamic centre wedding ceremonies, funeral services and for occasional special circumstances at times determined through mutual consultation between the Imam and ISD or through prior appointments.

## PART B – DUTY STATEMENT

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### 2 SPECIFIC DUTIES

The Imam is required to provide 40 hours of weekly services, encompassing all general duties listed in Part B Section 1. An approximate division of time to be allocated to specific tasks is as follows:

| Task   | Duration |
|--|----------|
| Leading five daily prayers   | 10 hours |
| Preparing for, and leading Friday sermons and congregational prayer (Khutbah and Jummah) | 3 hours  |
| Teaching Islam to children in Madrasah classes (on weekday afternoons and Saturday)      | 6 hours  |
| Teaching Islam to adults in classes, seminars and forums                                 | 4 hours  |
| Engaging with the Executive Committee of the ISD   | 1 hour   |
| Da'wah and community work, Religious Education in schools                                | 4 hours  |
| Community counselling, home and hospital visiting and other tasks                        | 12 hours |

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### 3 REPORTING REQUIREMENTS

#### 3.1 Executive Committee

The Imam must regularly report to the Executive Committee of the ISD with details of his activities, issues which may have a bearing on the local Muslim community, and instances of any complaints or comments received regarding his work performance.

#### 3.2 Annual General Meeting

The Imam must provide a written report on his activities for the preceding year at the ISD Annual General Meeting.

#### 3.3 Publications

The Imam must regularly contribute written material for AZAN and may also do so for other local publications with the consent of the Executive Committee of the ISD.

#### 3.4 Supporting Documents

The Imam must provide the ISD with authorised and/or certified copies of his birth certificate, passport, Australian work visa, and qualification certificates accompanied by attestations from the relevant educational Institution and/or embassy of the country from where his qualifications were obtained. The Imam must also supply the ISD with a copy of his resume, Australian bank account details, tax file number, and next of kin details.