EMPLOYMENT CONDITIONS

➢ OFFICE HOURS
Staff are employed to work 36.25 hours each week [72.50 hours per pay period]
The regular office hours for staff are from 8.00 am till 5.00pm Mondays through to
Thursdays with a lunch break of 1hour [to be taken between 12 noon and 2.00 pm].
The office hours for Friday will be from 8.00 am till 12.15 pm.
Any departure from regular hours must be approved by the CEO OR NOMINATED
SENIOR EMPLOYEE

➢ TIME SHEETS
Information
To assist employees in the management of their hours of employment, management has
introduced an electronic method of recording the hours of attendance.
The electronic recorders will be installed in each office prior to the next pay period
commencement [13th October 2010]
To assist staff in managing this new process, the following procedures have been developed;
TIME CARDS
  • Each employee will action the recording of time of daily commencement by
    following the directions of use that will be explained by management.
  • Each employee will action the recording time of daily completion.
  • Employees will record their times of absence from their office for personal reasons
    [ie Luncheon].
  • Employees who choose to remain in their office for the lunch period will not need
    to record their lunch times as it will be considered that they had the required break
    in accordance with the company’s policies.
  • Work related and medical absences from an office need not be recorded. [Medical
    reasons will be advised on a leave application at the appropriate section]
  • Employees who are required to travel outside office hours will be exempt from
    recording their times. [Their commencement times and completion times will
    be known by travel arrangements made] [Palm Island employees will have
    the time of 30 minutes prior to departure from Townsville airport [Plus
    reasonable travel to and from the Palm Island airport] added to their
    electronic record.]
  • Each employee is solely and totally responsible for actioning their records of daily
    commencement and completion.
• ANY EMPLOYEE WHO ACTIONS ANOTHER EMPLOYEE’S RECORD
  OF ATTENDANCES WILL BE SUBJECT TO REPRIMAND WITH A
  POTENTIAL INSTANT DISMISSAL [This action will considered as
  miss-appropriation of the company’s funds]
  • If an employee makes a mistake in actioning or not actioning their time sheet ,
    they will advise the most senior person in their office, who will record in writing
    the “mistake” and forward to the I C A N’s Business Manager. If such a person is
    not available within their particular office, employees must advise management at
    the Cairns Office]
ADMINISTRATION

- Each office will have a nominated employee who will record the hours of attendance as indicated on the time cards on a time sheet [as now required] and forward to the Business Manager no later than 12 noon on the day following the completion of the pay period. [this will enable employees to be paid as soon as possible].
- The nominated person will post in a prepaid envelope the time cards from their particular office, or hand to their nominated supervisor

PLEASE NOTE.
All pays will now be created on the basis of the time cards records and any advice received regarding mistakes

➢ ATTENDANCE
All staff are expected to be on duty during normal working hours.
If a staff member must leave the office during the course of normal working hours for other than their work requirements, the CEO OR NOMINATED SENIOR EMPLOYEE must be notified.
If a staff member is to be absent from work, the staff member or an associate [ie family member] must notify the office as soon as practicably possible.

➢ ABSENCES
1. Absence from work will be defined as lost time from work.
2. All staff will notify the CEO OR NOMINATED SENIOR EMPLOYEE as soon as they know they will be absent.
3. Absences will be classified into two categories: Excused and Unexcused absences.
   i. **Excused absences** are identified through length of service or as a result of factors beyond that persons control ie holidays, annual leave, sick leave, time off in lieu.
   ii. **Unexcused absences** occur upon failure to attend for work as expected.

4. Repeated unexcused absences, without good reason, will not be tolerated and will be cause for disciplinary action.
The following disciplinary procedures will apply to full time employees following completion of their probation period :-
   ● Verbal discussion – normally will take place after four [4] occasions.
   ● Final written notice –normally will be issued after six [6] occasions in a 12 month period
   ● Termination.
5. In all instances, records will be put in the personal file of the employee.

➢ WAGES AND ADMINISTRATION
1. For all purposes of wage administration and staff benefits, the ICAN staff shall be identified as:
   - Full time permanent staff. These staff are employed to work a normal full time 36.25 hours per week on a regular basis.
   - Part time staff. These staff are employed to work fewer than 36.25 hours per week on regular basis.
   - Casual Staff. These staff are engaged on a contractual basis as and when required by the organization. The hours of engagement will be identified at the commencement of a contract.
2. The category of staff member will be identified in the letter of offer sent to the particular staff in an offer of employment.
3. All payments for wages and allowances will be paid by direct credit into a nominated bank account.

**WAGE CLASSIFICATION**
1. Each position within the organization will be assigned a salary range and or classification.

**TIME OFF IN LIEU [TOIL]**
Toil can only be granted by the CEO OR NOMINATED SENIOR EMPLOYEE for approved overtime.
Periods of time less than 15 minutes will not be considered as TOIL.
TOIL can be accumulated up to 72.50 hours. Staff will be notified when they have exceeded this amount.
The minimum TOIL which may be taken will be equivalent to one full working day ie 7.25 hours.
A maximum of five days TOIL may be taken at any one time.
Any TOIL not availed within 12 months of the day on which overtime was worked will be forfeited or if approved by the Board will be paid in cash as part of a salary. Penalty rates will not be applicable.
TOIL will not be available nor granted in advance.

**PAYROLL DEDUCTIONS**
1. ICAN is required to deduct income tax from wages for all staff.
2. Other deductions must be authorised on the relevant form by staff prior to any deductions being made.

**SALARY SACRIFICE**
ICAN Ltd is registered with the Australian Taxation Office as a Charitable organization and as such, employees are eligible to take advantage of sacrificing part of their salary. ICAN Ltd has employed a company Access Pay to administer this scheme.
If you wish to take advantage of this advantage, speak first to your payroll officer.

**SUPERANNUATION**
ICAN contributes superannuation to all employees on the on the same scale, amount and basis of that offered to employees within Local Government in the State of Queensland.
Employees are required to contribute a minimum of 2% of their salary to the nominated superannuation fund.

- **SALARY REVIEW**
  1. All salaries paid to full time employees will be reviewed on the anniversary of their employment commencement date.
  2. Salary review will take into consideration the individuals performance appraisal for the preceding 12 months as well as other factors including but not limited to funding availability.

- **TRAVEL**
  1. Due to the nature of ICAN’s operations, staff are required to attend away from Cairns programs and meetings.
  2. Travel will only be approved if relevant to the employee’s duties.
  3. All travel will be arranged through the office and must be approved by the CEO OR NOMINATED SENIOR EMPLOYEE before departure.
  4. Travelling allowances will be paid to staff, appropriate to the allowances paid to Queensland State Government and or Queensland Local Government employees. Where possible the accommodation will be arranged by a Purchase Order from ICAN. [this will enable GST input claims]

- **LEAVE**
  1. **PUBLIC HOLIDAYS**
     The following days will be recognised as public holidays:-
     - New Years Day
     - Australia Day
     - Good Friday
     - Easter Monday
     - Anzac Day
     - Labour Day
     - Queen’s Birthday
     - Cairns Annual Show Day
     - Xmas Day
     - Boxing Day
     The office will be closed between Boxing Day and News Year day, both days inclusive.
  2. **ANNUAL LEAVE**
     - After one year of full time service, full time staff will be entitled to five [5] weeks of annual leave plus 17.5% leave loading
     - A full time employee will be entitled to pro rata annual leave [not including leave loading] if they terminate their employment.
     - Leave will be taken at a time that will not jeopardise the efficiency of the organization.
     - In the event of a public holiday falling within an approved annual leave period, the holiday will not be counted as part of annual leave.
• If an employee is sick during the period of approved annual leave, and subject to the provision of a Doctors Certificate, then the period of sickness will not be considered as part of their annual leave.
• Requests for annual leave must be approved by the CEO.
• Payments for annual leave will be in advance unless otherwise requested.

3. SICK LEAVE
• Upon satisfactory completion of a probationary period, all full time employees are eligible for paid sick leave benefits.
• Sick leave benefits will only be paid when an employee is ill.
• Sick leave entitlements will be 10 days each year and untaken sick leave will be allowed to accumulate to a maximum of 90 days.
• If an employee is absent from work due to illness for a period of two days or more, a Certificate from a qualified medical practitioner must be provided identifying the period of time the employee is not able to attend work.
• Sick leave may be used for family sickness purposes.
• All sick leave will be identified on an appropriate form and approved by the CEO OR NOMINATED SENIOR EMPLOYEE.

4. BEREAVENTMENT LEAVE.
• An employee upon the death of:
  o A spouse/defacto.
  o Father/father in law
  o Mother/mother in law
  o Brother
  o Sister
  o Son
  o Daughter
  o Step child
  o Grandparents of either party
    Shall be entitled to up to five [5] days paid bereavement leave
• Where an employee has social obligations with extended family, they shall be entitled to one [1] day bereavement leave to attend the funeral.

5. PARENTAL/MATERNITY LEAVE
• A full time employee is entitled to one of the following special leave entitlements:
  o Full time employees are entitled to up to 52 weeks unpaid maternity leave prior to the child’s first birthday.
  o Full time female employees are entitled to six [6] weeks paid maternity.

6. STUDY LEAVE
  ICAN encourages employees to improve their technical and intellectual ability through continuing study.
• Employees shall be entitled to five [5] hours study leave per week with pay subject to:
The course of study being approved by the CEO OR NOMINATED SENIOR EMPLOYEE

The course of study being undertaken through an accredited Registered Training Organisation [RTO]

The course of study being appropriate to the skills required by ICAN in the delivery of its programs.

ICAN being informed on a regular basis as to progress through the course/s

7. LONG SERVICE LEAVE
   Employees shall be entitled to 13 weeks Long Service Leave after a period of 10 years continuous service and at a rate of 1.3 weeks for every additional year of service thereafter, with access to pro rata payment after seven [7] years continuous service or where the employee’s service is terminated by the employee’s death, disablement, resignation or by the employer for a cause other than serious misconduct.

8. LEAVE WITHOUT PAY
   Employees may arrange leave without pay for a period which is mutually agreed with the CEO OR NOMINATED SENIOR EMPLOYEE. Eligibility for benefits such as public holidays, annual leave, and long service leave will be suspended during the leave period but will be reinstated upon return to work.

EMPLOYMENT
   ICAN is an equal employment opportunity employer and is committed to employing staff on the basis of their qualifications, experience and capabilities.

RECRUITMENT
1. When an existing position becomes vacant or when a new position is created, applications for appointments to such position will be advertised internally and externally.
2. All advertisements are to state that Aboriginal and Torres Strait Islander persons are encouraged to apply.
3. All applications for a position will be acknowledged within a period of 72 working hours.

SELECTION
1. A selection committee shall be formed comprising of a minimum of three persons, with at least one person being a female and at least one person being a male.
2. The CEO OR NOMINATED SENIOR EMPLOYEE shall be the Chairperson of the Selection Committee except when the position is for that of CEO.
3. In the case of the position as CEO, then the Board of Directors will be the selection panel with assistance from senior staff.
4. An outside person may be co-opted to be a member of a selection panel.
5. ROLE OF THE EMPLOYMENT SELECTION COMMITTEE.
   a. To write and place advertisement in appropriate papers.
   b. One week after a closing date the selection committee shall be convened by the Chair.
   c. The committee shall set selection criteria based on the job description.
   d. The committee shall develop standard interview questions.
e. The selection committee shall prepare a short list of applicants to be interviewed. When preparing the short list, it will be undertaken in a systematic, fair and consistent manner by making an assessment of applications received against the selection criteria.

f. Listed applicants will be interviewed by the selection committee.

g. Applicants to be interviewed will be given at least two working days advice of the interview and provided with a list of the questions to be asked 30 minutes prior to the actual interview.

h. Following the interviews, the selection committee shall conduct a referee check through nominated referees or other persons known to the committee members.

i. A criminal check should be undertaken.

j. The selection committee is empowered to make an offer of employment to the most suitable applicant.

k. The candidate offered the employment must be based on an integration of the information gathered and verified throughout the selection process including an assessment of the applicant's abilities, skills, knowledge, qualifications and potential to suit the position offered.

l. The selection committee's interviews must be well documented and in a manner that clearly explains the decision making process.

m. The decision/s will be recorded in a hard copy and retained on file for at least 12 months from the date of the interview/s

n. The successful applicant will be offered the employment within 48 hours from the conclusion of interviews. Unsuccessful applicants will be notified 24 hours following the acceptance of the position by the successful applicant.

**EMPLOYMENT OF RELATIVES**

1. **INTENT**

The intent of this policy is to avoid creating or continuing an employment situation where there is the potential for favouritism and/or conflict of interest.

2. **RELATIVES**

The Indigenous Consumer Assistance Network Ltd will not knowingly employ relatives in a direct supervisory relationship in which one relative has direct influence over a relative's employment through decisions, recommendations or judgments related to such matters as appointment, assessment of performance, salary, career growth and discipline. Where such an employment situation already exists, this employment relationship will be addressed as per Section 6 of this policy.

3. **APPLICATION**

This policy and procedure applies to all employees and directors of the board. This policy applies to prospective and current directors and employees.

4. **RESPONSIBILITIES**
As the intent of this policy and procedure is to protect both the Indigenous Consumer Assistance Network Ltd and individual employees:

Each employee has a responsibility to keep his/her supervisor informed of changes relevant to this policy, such as becoming a relative of another employee through marriage;

Each supervisor has a responsibility to observe and carry out this policy in a fair and consistent manner.

5. DEFINITION OF RELATIVES
For the purposes of this policy "relatives" are defined as:
- spouses, including common law spouses and same sex partners
- children, ie. sons and daughters including stepsons and stepdaughters
- parents
- siblings, ie. brothers, sisters including stepbrothers and stepsisters
- grandparents
- in-laws

A "direct supervisory relationship" is an employment relationship where one relative has direct influence over a relative's employment through decisions, recommendations or judgments related to such matters as appointment, assessment of performance, salary, career growth and discipline. Accordingly, a "direct supervisory relationship" may exist despite direct intervening levels of supervision between the relatives where the intervening supervision does not have the kind of direct influence previously described.

6. REVIEW PROCEDURE FOR THOSE ALREADY EMPLOYED
When two employees are in a direct supervisory relationship which has been identified to the Superior of the supervisor employee ("Superior") as inconsistent with this policy the following review procedure shall apply.

The Superior and the Supervisor employee ("Supervisor") will review the situation, in consultation with a representative of Human Resources, to determine whether the policy is being contravened and, if so, to what extent.

If the policy is being contravened, the Superior, the Supervisor and Human Resources officer will meet with the parties concerned so that they can discuss and agree upon an arrangement which addresses the situation (i.e. written agreement, signed and dated by parties whose job is affected and union, if applicable). A copy of this policy will be provided to the parties concerned at or prior to the meeting.

The Superior and Supervisor have to consider whether other arrangements could reasonably be made, for example:
a change in organizational structure; or

transfer to another comparable position with no decrease in salary;

If the employee(s) is not in a bargaining unit: then the Relative Employee and any employee concerned must agree to any arrangement which substantially changes a fundamental term of his/her employment contract; such agreement should be in writing (signed and dated) and only occur after a reasonable period of reflection; consideration (eg. extra compensation) should be provided if appropriate (eg. the employee is sufficiently given extra responsibilities) and a period of reasonable notice should occur before the changes are implemented. If any of the affected employees are within a bargaining unit, union agreement must be obtained before the transfer can take place to the degree that the collective agreement would otherwise be violated; or

distancing the influence of the Supervisor by ensuring that the authority for salary increases and any major decisions affecting the employment of the relative shall reside with the Superior of the Supervisor who would normally have this authority. The requirements in Cii (above) would also apply to the Superior and the Supervisor. If appropriate, arrangement will be made for the transfer of funds; or

termination where no other arrangement is reasonably possible.

**COMMENCING EMPLOYMENT**

1. Before commencing employment, each person will be offered a formal letter specifying :-
   - The position
   - To whom accountable
   - Responsibility
   - Duty statement
   - Rate of pay
   - Any other relevant and appropriate detail

2. Staff will not be permitted to commence work until a letter of offer has been accepted and signed by the staff person.
3. Except in special cases, offers of employment will lapse if the prospective staff does not accept and/or assume duties within thirty[30] days from the date of offer unless mutually and previously agreed.

**EMPLOYMENT OUTSIDE THE ORGANISATION**

1. If a staff wishes to undertake additional employment outside the organization, consideration must be given to the effects on the staff primary work. Such effects could include actual or potential conflicts of interest, effects on availability of working hours and ethical conflicts.
2. The staff is required to inform the CEO prior to accepting additional employment, or prior to acceptance of permanent employment within the organization.
3. Honorary positions in other organisation must be notified to the CEO.
**INDUCTION/ORIENTATION.**

1. New staff will be required to complete employment records on their first day of employment to ensure proper and timely payroll and benefits processing.
2. The CEO or nominated Senior employee will be responsible for a well planned orientation program. A complete check list of the orientation will be placed on the employees personnel file.
3. Upon assumption of employment, each staff member will be provided with the following: -
   a. Duty statement
   b. ICAN Policy and Procedures document
   c. Telephone index
   d. Filing index
   e. Tax declaration form
   f. Superannuation application
   g. Direct Credit Banking authority form

**PROBATION**

1. Appointments to all positions shall be initially subject to a three month probationary period.
2. This is a trial period for both ICAN and for the staff. If not satisfactory to the mutual benefit, the staff is free to terminate this employment relationship by giving seven [7] days notice in writing; ICAN reserves the same right.
3. When the staff completes the probation period successfully, they will be confirmed in the position and their length of service will be backdated to the initial date of employment.
4. Performance assessment/s will be made of the staff just prior to the completion of the probationary period.
5. A probationary period may be extended for a period of one [1] month subject to a satisfactory agreement by both parties.
6. After the completion of the probationary period and confirmation of employment. An employee’s continuing employment will be subject to ICAN’s policies and procedures.

**PERFORMANCE PLANNING REVIEW [PPR]**

1. ICAN has a practice that ensures that performance planning and review is carried out for each position at least annually.
2. The PPR cycle is based in the stages via:-
   a. Performance Planning
   b. Progress review
   c. Performance review

3. Performance Planning is to result in the development of each position:
   a. A performance plan where appropriate
   This plan is to consist of objectives and performance indicators determined for each staff member to be achieved within the PPR cycle. Objectives and performance indicators critical to the success in the position are to be identified in the Performance Plan
b. An accompanying **training plan** where appropriate.
   The training plan is to identify and address any skills, knowledge and abilities that the staff may need to develop in order to achieve successfully the objectives and performance indicators set in the performance plan.

c. **Monitoring of performance** and provision of feedback against objectives and performance indicators are to occur at least twice during the 12 month employment cycle and will be considered in addition to regular feedback which is part of on-going supervision.

d. If, at any stage of the PPR Cycle, it is identified that the staff is not meeting or are unlikely to meet objectives and performance indicators set out in the performance plan, appropriate action under Diminished performance will be initiated.

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**DIMINISHED PERFORMANCE**

1. Diminished Performance occurs when a staff is not meeting or is unlikely to meet the performance objective determined for their position. Diminished performance can also occur in situation where a staff exhibits unacceptable official conduct and workplace behaviour which may be outside the specific terms of their performance but which is inherent in the contract of employment.

2. Immediately it is identified that an employee is not meeting or is unlikely to meet performance requirements, the CEO OR NOMINATED SENIOR EMPLOYEE is to hold a confidential preliminary discussion with the employee to determine possible reasons for the diminished performance and possible action that may be taken to enhance the performance.

3. The CEO OR NOMINATED SENIOR EMPLOYEE shall initiate an performance improvement process if it is considered that the diminished performance results from circumstances relating to the employee and can be resolved within a maximum of three [3] months.

4. At the commencement of the performance improvement process, performance improvement actions and dates for progress review and a final review shall be recorded.

5. If the performance requirements are met, regular performance management practices will recommence.

6. If the performance requirements are not met, the CEO OR NOMINATED SENIOR EMPLOYEE shall give consideration to one or more of the following:-
   a. Initiation of disciplinary processes.
   b. Appointment to a position of lower classification.
   c. Ill health
   d. Extension of performance improvement action beyond three months, in exceptional circumstances.
   e. Any other administrative action considered appropriate.
   f. Non payment of a salary increment

7. The appointment of a staff that is on probation will not be confirmed unless performance requirements have been met.

8. The staff shall be informed in writing of any action under Diminished Performance.
➢ STAFF DISCIPLINE

1. Staff will receive three written warnings regarding infringement of staff policy from the CEO.
2. With exception of “serious misconduct” [see definitions] which will be the cause for more serious disciplinary action or for immediate dismissal, any staff whose employment is terminated will have gone through the following process:
   a. Stage 1 Discussion
      This is a verbal discussion which the CEO OR NOMINATED SENIOR EMPLOYEE has a face to face conference with the staff to discuss poor work performance or conduct and the need for correcting it. This discussion will be noted on a staff personal file.
   b. Stage 2 Assessment
      If there is little or no improvement after discussion, the next step is a written assessment. This will be placed on a staff personal file.
   c. Stage 3 Final Warning
      After step 2, if there is no marked improvement, the staff will receive a final warning and a written record of this will be completed in the staff presence.
   d. Stage 4 Dismissal
      After Step 3, if there is no marked improvement, the staff will be terminated.

3. Stages 1, 2, 3 and 4 are to be followed consecutively if the incidents requiring these steps fall within the period of one year. If however, there is a lapse of one year between any of the steps, the last stage undertaken will be repeated. If two years have passed after any stage then the procedure will commence from stage 1.
4. In the case of serious misconduct, there would be instant dismissal.
5. Serious misconduct [Definition]
   The following actions or activities are recognised matters of serious misconduct:
   - Misappropriation of ICAN’s funds and or finances.
   - Deliberate damage to any plant, equipment, furniture etc belonging to ICAN.
   - Under the influence of alcohol and or drugs during whilst at work.
   - Conviction of a criminal offence that requires a custodial sentence.

➢ GRIEVANCE PROCEDURE

1. The objective of these procedures are to promote the prompt resolution of grievances by consultation, co-operation and discussion and to reduce the level of disputation.
2. This procedure will apply to:
   a. Administrative decisions within ICAN affecting staff.
   b. Behaviour of any staff within the organization towards the aggrieved staff.
   c. External complaints made about ICAN staff or services by stakeholders.
3. Throughout the grievance procedures, the principles of Natural Justice will be upheld.
4. In the first instant, the staff/stakeholder lodging a grievance will do so in writing addressed to the CEO. If the particular grievance relates to or includes the CEO, then the lodging of the grievance will be to the Chairperson of the Board.
5. In the first instance, the CEO [or Chairperson of the Board] will attempt to resolve the grievance by discussion with all parties. The discussion will take place within 48 hours of receiving the grievance.

6. If the grievance is unresolved, the CEO [or Chairperson of the Board] will arrange for another person or persons to consider the grievance in a thorough, fair and impartial manner.

7. Until the grievance is resolved, work will continue as normal with the exception of Health & Safety issues.

➢ TERMINATION

1. Termination can be either voluntary or involuntary.
   a. Voluntary Termination
      In the event of resignation, the staff will be required to give two [2] weeks notice. Resignation for an appropriate circumstance can be allowed with less notice.
   b. Involuntary Termination
      Should it be necessary to terminate a staff employment because of permanent reduction in personnel needs or inability of the staff to do the job satisfactorily, the staff will be given advance notice of at least 4 weeks. In some circumstance, the staff member may be paid 4 weeks in advance in lieu of attendance.
      Where a staff is guilty of a serious offence, such staff may be subject to instant dismissal and paid only to the time of dismissal.
   c. Where the termination is voluntary or involuntary, the staff in question must return to ICAN all or any assets etc that were given to them for the conduct of their duties. All debts owed by the staff to ICAN must be paid in person or by direct payment from final salaries.

➢ ORGANISATIONAL CHANGE

1. Where there has been organisational change and a new structure created as a result of it, the following options will be considered in dealing with existing staff:
   a. Redesignation
      Where practically possible, ICAN will re-designate “like” positions into the structure
   b. Appointment through Transfer at a level.
      This refers to the process of appointing a staff at existing level to a vacancy at an equivalent level without advertisement [subject to appropriate and suitable skills, experience and qualifications]
   c. Redesignation to Lower level Position
      If a position classified at the same level as the staff is deemed surplus to ICAN’s requirement is not available within the organization, the staff may, by agreement be appointed to a position of lower classification level.
      In such situation the staff should be appointed to the maximum pay classification of the lower classification level.
      Redeployment cannot occur to a position with a higher maximum salary.
2. Appointment Through merit Selection
   All positions in a new structure that cannot be filled by redesignation, transfer at a level or redeployment must be advertised and the normal selection process will be followed.
**REDUNDANCY**

1. When conditions arise which are beyond the reasonable control of ICAN ie funding cuts, redundancies may be made. Such redundancies will affect those staff whose jobs have been affected by the unforeseen conditions.

2. The following notice periods – time in lieu and severance payments shall apply in all redundancies:

<table>
<thead>
<tr>
<th>Period of employment</th>
<th>Notice period</th>
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<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

If the staff member is over 45 years and has worked continuously with ICAN for more than three years, the minimum notice is increased by one week. Payment may be made in lieu of such notice.

3. Redundancy and severance pay provisions do not apply to staff who are:
   a. Dismissed because of misconduct, or
   b. Engaged for a specific contract, period of time or for a specific task or tasks or
   c. Work as casual staff