



TIWI ISLANDS TRAINING

AND

EMPLOYMENT BOARD

Employee Handbook

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1 INTRODUCTION

1.1 WELCOME

Congratulations on your appointment to the Tiwi Islands Training and Employment Board hereafter referred to as **TITEB** or **Employer**. Commencing work with a new employer can be exciting and challenging at the same time. Meeting new people, learning all there is to know about the company and the role, endeavouring to “fit in” with the culture and other staff members, understanding the operations of the business is just the beginning.

TITEB cares about providing its employees with a professional environment in which they can work eagerly towards their full potential. Employees are encouraged to expand both their personal and professional horizons.

This handbook serves as an induction, and endeavours to assist you throughout this time in:

- Feeling welcome;
- understanding the TITEB business;
- understanding our services;
- understanding our policies and procedures;
- understanding working conditions and employment benefits;
- performing your role most effectively; and
- providing high quality services to clients.

You are required to:

- read this handbook carefully;
- ask questions or seek clarification for any area that is unclear ;
- Complete and sign the Staff Induction Session form; and
- return the signed Staff Induction Session form within four (4) weeks of commencement.

It is intended that this information will be used as an on-going reference. It's important for us to continue building on a progressive workplace culture that emphasises trustworthiness in all our endeavours, shows respect and commitment to fellow employees and clients and ensures excellent communication between staff and clients. This document has been prepared to assist you to settle in and get to know TITEB and its role. It will give you a general overview of who we are, what we do and help you get started.

We hope that you will find your time with the TITEB richly rewarding.

Welcome to the team. We look forward to working with you and the professional services that together, we will provide to our clients.

I look forward to hearing of your achievements and providing support where I can. I trust you will enjoy your time with us and wish you every success.

Maria Harvey (CEO)

1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

The Employee Handbook sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on your benefits and protections. If you require any clarification or additional information, please speak to your manager. All employees are required to comply with the Employee Handbook. Therefore, we ask that you read the content carefully as you may be subject to appropriate disciplinary action (up to and including termination) in the event that you breach the Employee Handbook.

1.3 PRINCIPLE OF EQUALITY

The Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We are confident that you share our commitment in implementing these policies.

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

1.4 GENERAL

Amendments to this Employee Handbook will be issued from time to time.

This Employee Handbook does not form part of your contract of employment, unless expressly stated otherwise. However, in any event, the Employee Handbook may be considered when interpreting your rights and obligations under your terms of employment.

2 TITEB OVERVIEW

2.1 ABOUT TITEB

The Tiwi Islands Training and Employment Board (TITEB) has been established by the Tiwi to co-ordinate all education, training and employment activities on the Tiwi Islands. A Chief Executive Officer, Norm Buchan, was appointed in June 1999 and his role was to establish the Board and equip it with sufficient resources to effectively carry out its functions. In 1999 TITEB had no resources, there were very few training programs being run and those that were did not match any strategic direction, there were no apprentices and there was no learning culture. Two decades on, TITEB is at the forefront of education, employment and training service delivery.

With the developments on the Islands by investors there will be many opportunities for the employment of Tiwi, supporting the continuum from early childhood learning in Pre-School through the Remote School Attendance Strategy. To this end the TITEB recognises the need to work with employers to place people in work!

To continue progressing the capacity and capability of Tiwi there are 5 distinct agencies which interact to achieve ongoing success in strong School Attendance for education investment, a CDP (Community Development Program) that provides employment and activities for development of work skills, a Registered Training Organisation to support structured learning and is Nationally recognised, a Group Training Organisation that supports local Apprentices to become qualified and our most recent addition a School Meals Program in Milikapiti supporting a healthy start for students.

TITEB is Not for Profit company that operates under the Corporations Act, all our surplus funds go back into creating more jobs for local people and supporting the services that we deliver. Most importantly, TITEB is a 100% Aboriginal owned and directed by a Tiwi Board of Directors.

2.2 OUR BUSINESS PHILOSOPHY

The objective of TITEB is to provide quality services to meet the needs and expectations of our clients. Our goal is to provide high quality employment, vocational, education training, supervision and mentoring to our clients, our school students, apprentices, job seekers and our CDP participants. We achieve this by constantly striving to surpass our clients' needs in terms of quality and value and by doing so create mutually beneficial relationships.

2.3 TITEBS VISION, MISSION AND VALUES

OUR Vision

“A Prosperous future for all Tiwi through lifelong learning and skills development”.

OUR Mission (Core Business)

The Tiwi Island Training and Employment Board’s mission is to ensure economic and social development by enhancing access to, and the quality of, Education and Training to better equip Tiwi for work and leisure activities on the Tiwi Islands by:

- Creating an environment in which the education system responds to the wishes of the Tiwi such that the system fully integrates with the mainstream education system of Australia, whilst recognising and facilitating particular and special educational needs of Tiwi.
- Developing and delivering Vocational Education and Training such that the Tiwi have the knowledge, skills, attitudes and aptitudes needed to fill employment positions on the Tiwi islands.
- Facilitating and supporting the entry of Tiwi into employment through the creation of businesses and enterprises, which employ Tiwi.
- Identifying and providing Adult and Community Education programs to cater for the needs of non-vocational training.
- Working with the School communities to collaborate a strong learning culture

OUR Values (Commitment)

- Ensuring that every Tiwi has the opportunity to learn his or her own culture, the history, traditions and language, and the importance of Tiwi land and its bountiful natural resources.
- Making a positive difference to the future economic and social wellbeing of all Tiwi.
- Ensuring Tiwi enjoy a standard of education which is no different to that of mainstream Australians.
- Providing opportunities for Tiwi to gain employment, which is satisfying, rewarding and complimentary of Tiwi culture.
- Encouraging ownership of the TITEB by Tiwi.
- Sustaining a learning culture that improves the quality of life for Tiwi in harmony with their developing ambitions.
- Ensuring that Tiwi are given the opportunity to take control of education and training activities in determining their own destiny.

2.4 AREAS THAT TITEB SERVICES

Welcome to the Tiwi Islands

The beautiful Tiwi Islands are situated 80 km north of Darwin in the Arafura Sea. They comprise of two adjacent islands, Bathurst Island and Melville Island, with a total land mass of 8320 sq. km. The islands are home to the Tiwi people, who have a distinctive culture and language.



Wurrumiyanga also known as Nguiu

Wurrumiyanga is located on the southeast corner of Bathurst Island. It is approximately 70km north of Darwin. Its population is approximately 1500. As the largest community on the Tiwi Islands, most facilities and services are based in Wurrumiyanga, including the main island based office of TITEB and its largest compound.

The Nguiu Training Centre was opened on the 5th August 2005 by Senator Nigel Scullion. Funding for the project was provided by the Australian Government and the Northern Territory Government. Since 2014 The Training Centre has also been headquarters for the CDP Activities Branch

This facility has three large classrooms adjoining to a large under cover common area used for meetings and extra classes. A large resources shed an CDP Activities Office.



Milikapiti also known as Snake Bay

Milikapiti is on the northern coast of Melville Island. It is 105km by air from Darwin. The population is approximately 400.

The Milikapiti centre has a classroom with 10 computer terminals networked for high speed internet access, 2 toilets, a large verandah and a spacious accommodation block for permanent TITEB lecturers. All TITEB



Operations including CDP, Training and RSAS are run from this centre for the Milikapiti area.

The second building has 2 self-contained units for visiting TITEB staff and lecturers, 2 toilets and showers, a fully equipped commercial kitchen and an office.

Pirlangimpi also known as Garden point

Pirlangimpi (Garden Point or Pularumpi) is on the north-west coast of Melville Island. It is approximately 125 km by air from Darwin. The population is approximately 335.

The Pirlangimpi training centre was completed in January 2009.

It has one large class room and a self-contained accommodation unit.



This facility is equipped with ten computers for the students and one for the lecturer. All computers are connected online. All Titeb CDP, Training and RSAS operations run from this base for the Pirlangimpi area.



Wurankuwu also known as Ranku





Wurankuwu outstation is about 50 km west of Wurrumiyanga on Bathurst Island. It has a population of approximately 50 but this fluctuates between the wet and dry season.

Location of TITEB Offices

Location	Address	Phone Details
Darwin (Head Office)	Lot 2162, Armidale Street, Stuart Park NT 0820	Line 1 - 08 8941 5988 Line 2 - 08 8941 8049 Fax - 08 8941 0778
Wurrumiyanga Training Centre Bathurst Island	LOT 837, Wurrumiyanga Community, Bathurst Island, Tiwi Islands	Training Centre Classroom A - 08 8970 9182 Classroom B - 08 8970 9173 Fax - 08 8978 3699 Old MM Office Phone - 08 8970 9176 Fax - 08 8970 9252 CDP Office Phone - 08 8970 9175 Fax – 08 8970 9248
Milikapiti Training Centre Melville Islands	LOT 378a, Milikapiti Community, Melville Island, Tiwi Islands	Phone - 08 8970 9155 Fax - 08 8970 9199
Pirlangimpi Training Centre Melville Islands	lot 315, Pirlangimpi Community, Melville Island, Tiwi Islands	Phone - 08 8970 9188 Fax - 08 8970 9199

2.5 SERVICES TITEB PROVIDES

TITEB provides a number of training, apprenticeship and employment services to the Tiwi islands

	<p>Registered Training Organisation (RTO) / Group Training Organisation (GTO) Assist with Training both Vocational and Non Vocational</p>
	<p>Community Development Programme (CDP) Assist people seeking employment</p>
	<p>Remote School Attendance Strategy (RSAS) Assist with getting children to attend School</p>
	<p>School Nutrition Program Milikapiti (SNP) Supporting healthy food for Primary School children</p>

2.6 OPERATING SECTIONS OF TITEB

GTO (Group Training Organisation)

AIM: To train Tiwi apprentices or trainees for the various job opportunities on the Tiwi Islands

TITEB provides Tiwi organisations the opportunity to take on apprentices or trainees under a group training arrangement which provides the following benefits.

OVERVIEW:

TITEB can provide Tiwi organisations with support to select and recruit apprentices or trainees. Some benefits to employers include:

- By TITEB coordinating all the administration arrangements for new or existing workers into an apprenticeship or traineeship; employer paperwork is minimised
- Mentoring and supporting the apprentice or trainee through the apprenticeship or traineeship. is provided by full time Manager and Tiwi Literacy and Numeracy lecturers;
- Training involves team teaching where the VET lecturers and Tiwi support lecturers work collaboratively to deliver training;
- The Tiwi support staff provide backup one on one tuition between blocks;
- Coordinate off the job training;
- Apprentices and trainees undertake all off the job training on Tiwi Islands; and
- Provide ongoing support to employers and the apprentice/trainee to ensure the successful completion of the apprenticeship/traineeship.

RTO (Registered Training Organisation)

AIM As a Registered Training Organisation (RTO) TITEB provides nationally recognised training. Only RTOs can issue nationally recognised qualifications.

TITEB is a registered, training provider and meets the Australian Quality Training Framework 2007 (AQTF 2007) standards. This ensures the quality of Vocational Education and Training (VET) services delivered by TITEB

CDP (Community Development Program)

AIM The Community Development Programme (CDP) is an integrated, flexible and responsive programme which supports people to build their skills and job readiness and contribute to the strength and sustainability of communities.

The programme operates in remote areas across Australia. These remote areas have been divided into 60 remote regions and make up over 75 per cent of the Australian landmass.

These regions are characterised by weak labour markets which make it difficult to find work or gain work experience and skills.

TITEB, on behalf of the Australian Government, provides a single point of contact for both Tiwi Islanders and Non Tiwi Islanders (living on the Tiwi Islands) job seekers and employers in each of the 60 CDP regions.

Job seekers receive personalised assistance from TITEB to help build their skills, get a job or to participate to their capacity in work-like activities that also benefit their community.

TITEB also assist Employers to meet their workforce needs by encouraging them look to the bush for employees.

OVERVIEW

There is a requirement for all adults between 18 and 49 years who are not in work or study to undertake work-like activities for up to 25 hours per week, depending on their assessed capacity to work. Components of RJCP include:

- Training for job seekers that is linked to a real job or their work-like activities;
- A simple Job Plan with measures to better support job seeker attendance;
- Community development through activities run over five days each week that make remote areas better places to live and to support school attendance;
- Stronger incentives for employers and providers to support job seekers from the bush into lasting employment;
- Funding to support enterprises in remote Australia that provide jobs and work experience opportunities in remote communities; and

Reduced red tape and simplified processes for providers to allow them to focus on assisting job seeker

RSAS (Remote School Attendance Strategy)

AIM The Remote School Attendance Strategy is an initiative funded by the Department of Prime Minister and Cabinet and is designed to lift school attendance level in over 40 remote communities around Australia. The program aims to support parents, carers, and interested community members to work with school and families to get kids to school as often as possible.

This is a community focused program to improve attendance rates and for kids attending school to give them the best possible education with the long term social outcomes associated with education.

The targeted audience is school aged children but also gives parents, carers and interested community members the opportunity to be involved in the strategy on a daily basis.

The program funds a team of School Engagement Officers along with a School Engagement Supervisor to help get children to school. It allows for flexible solutions that meet the needs of each individual community.

OVERVIEW

The program assists in:

- Promoting the importance and benefits of regular school attendance to children and their families;
- Working with families where children are not attending school to help address the issues they are facing in getting their children to school;
- Providing practical on the ground support such as assistance in getting to school, lunches and uniforms;
- Working in partnership with the school to monitor attendance and follow up on student absence; and
- Working together with Community Members and other Service Providers on the TIWIs to implement the Strategy and complement existing services and programmes directed at improving school attendance.

3 JOINING THE ORGANISATION

TITEB has a HR Framework that operates to support employees to reach their potential, the performance framework begins at Induction, through Probation, an annual review of performance for progression of salary increments. This framework is being implemented over 2017/18 and will require every employee to participate in their respective work areas. The framework program will be:

Start Employment	Day 1 Induction with Manager/Supervisor
6 Week Review	Progress on how you are going in the job
3 month Review	Probation review and offer to continue work/review to extend or terminate
12 month Review	Assessment of performance for incremental salary increase/series of steps to take to warrant incremental salary increase

3.1 INDUCTION

At the start of your employment, it is compulsory to complete an induction program, during which all of our policies and procedures will be explained and/or provided to you, as necessary. Information relating to these will be given to you at the induction. This includes an up to date position description of the role you are starting in.

PROBATIONARY PERIOD

The length of your probationary period is set out in your contract of employment. Casual employees are not subject to a probationary period. During this period, your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is assessed as generally unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

We reserve the right not to apply full capability and disciplinary procedures during your probationary period.

3.2 HOURS OF WORK

The standard ordinary hours of duty for full-time TITEB employees is 7.00hrs per day. Ordinary hours of duty must be performed between the time span of 7.30am and 5:30pm Monday to Friday.

The Core hours of duty for TITEB employees are:

- 8am – 12 noon; and
- 1.00pm - 4.00pm each day.

Late attendance after 8:00am must be reported to the employee's supervisor.

Times of starting/finishing/lunch/absences must be recorded as you work.

At least 30min each day must be taken as a lunch break.

3.3 PUNCTUALITY

You are required to be present and ready to commence work at your rostered starting time. TITEB considers lack of punctuality a serious conduct issue.

3.4 EMPLOYEE TRAINING

At the commencement of your employment, you will receive any training necessary for your specific job. As your employment progresses, your role may be extended to encompass new activities within the Employer's business. You are expected to participate in any training deemed necessary for you to perform your role at the required standards.

3.5 TRAINING AGREEMENT

The Employer has a policy of encouraging its employees to undertake training in order to advance their career to the benefit of both the Employer and the individual.

The Employer may agree to contribute to the cost of the training.

3.6 JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to the Employer's changing needs and your own ability.

3.7 PERFORMANCE AND REVIEW

The Employer's policy is to monitor your work performance on a continual basis so that we can maximise your strengths, and help you with any development areas. We have an employee appraisal scheme in place for the purpose of monitoring employee performance levels with a view to maximising the effectiveness of individuals.

3.8 JOB FLEXIBILITY

Whenever necessary, you will transfer to alternative duties within the Employer's business. During holiday periods, for example, it may be necessary for you to take over duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

3.9 MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites or client sites within a reasonable travelling distance. This mobility is essential to the smooth running of the business.

3.10 CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Employer any convictions or offences with which you may be potentially or have been charged.

4 SALARIES AND WAGES

4.1 ADMINISTRATION

i) Payment

Wages are processed fortnightly on Tuesday and will normally arrive in your bank account by Thursday, depending on your bank.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax, superannuation and other agreed deductions.

Any pay queries that you may have should be raised with management.

ii) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

iii) Tax

At the end of each tax year you will be given a summary statement showing the total pay you have received during that year and the amount of deductions for tax and other matters. You should keep this document in a safe place as you may need to produce them for tax purposes.

iv) Overtime

Any hours that exceed the ordinary agreed hours must be approved, in writing, by management prior to being worked. You will not be paid any overtime unless this approval has been provided.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will generally be considered reasonable additional hours and will not ordinarily be paid as overtime.

Where you feel that additional hours are outside your normal duties, you are responsible for ensuring that any additional hours are pre-approved by management as overtime. If additional hours are not approved in advance as overtime, these will not be paid by the Employer.

v) Pay reviews

Pay is reviewed annually and increased in accordance with any minimum wage or award requirement. However, there is no guarantee of an increase in your pay as a result of any review.

4.2 SUPERANNUATION

Superannuation contributions will be made on your behalf in accordance with legislation.

4.3 FRINGE BENEFITS

TITEB is recognised by the Australian Tax Office as a Public Benevolent Institution. Accordingly, you may choose to take advantage of our flexible remuneration packaging subject to the terms of the Enterprise Agreement. You are entitled to package Fringe Benefits up to a maximum of \$10,000.00 per annum. These arrangements are administered through Tiwi Enterprises. There is an administration fee of \$12.00 per fortnight if you wish to access flexible remuneration packaging.

You must attend work punctually at the time(s) specified in your contract of employment or as otherwise agreed. You are required to comply strictly with any time recording procedures relating to your work. You must return to work following authorised breaks, punctually and at the time you are to resume work. In the event you are going to be late to work, or following an authorised break, you are required to notify your manager as soon as possible and indicate when you expect to arrive.

If you are late to commence or return to work, the Employer will deduct an amount of pay equivalent to your lateness. If you arrive for work more than one hour late without having previously notified the Employer, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay. All absences due to illness must be notified in accordance with the sickness reporting procedures set out in this Employee Handbook. Lateness or unauthorised absence may result in disciplinary action and/or loss of pay.

4.4 SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment. With your agreement, we may place you on reduced hours, or alternatively, temporary leave. If you agree to be placed on reduced hours, your pay will be reduced according to time actually worked. If you are placed on leave, this will be processed as leave without pay unless you elect to utilise any accrued leave entitlements.

4.5 STAND DOWN

The Employer may send you home where there is no useful work for you to do, such as during:

- breakdown of equipment;
- Power cuts;
- industrial action; or
- a cause which the Employer cannot reasonably be held responsible, such as natural disaster.

This list is not exhaustive. Generally, you will not be paid for this time. However, by agreement you may be able to access accrued leave.

5 ANNUAL LEAVE

5.1 ANNUAL HOLIDAYS

You are entitled to accrue annual leave of 6 weeks unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to annual leave. Your annual leave pay will be at your normal basic pay unless shown otherwise in your contract of employment.

It is TITEB's policy to encourage you to take all of your holiday entitlement in the current year.

You must complete the **Annual Leave Request Form** and have it signed by your Supervisor before you make any firm holiday arrangements.

You must give at least four weeks' notice of your intention to take annual leave of a week or more and one week's notice is required for odd single days.

Annual leave dates will normally be allocated on a "first come, first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

Due to the nature of the organisation, TITEB can only accommodate a limited number of employees taking annual leave at the same time.

During the first six months of your employment, you will not be approved to take any annual leave. The Employer reserves the right to approve leave to be taken during this time for exceptional circumstances only.

5.2 ANNUAL SHUT DOWN

The Employer may choose to temporarily shut down, for instance during the end of the year period. Where practical, the Employer will provide one months' notice of this intention.

If we do, you are required to reserve sufficient days from your annual leave entitlement to cover the shutdown period. If you have not accrued sufficient annual leave to cover this period, you will be required to take unpaid leave for this period.

5.3 PUBLIC HOLIDAYS

Your entitlement to public holidays is in accordance with the NES, unless otherwise stated in your individual contract of employment.

6 PERSONAL LEAVE

6.1 ENTITLEMENTS

You are entitled to be paid for personal leave of 6 weeks, unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to paid personal leave.

Paid personal leave accrues over the course of your employment.

Full time employees will accrue up to ten days of paid personal leave for each year of continuous service. Part time and fixed-term employees are entitled to this entitlement on a pro-rata basis.

Personal leave accrues, and will be credited to you, progressively throughout the year.

You are entitled to take personal leave:

- because you are not fit for work due to a personal illness or personal injury affecting you; or
- to provide care or support to a member of your immediate family, or a member of your household who requires your care and support because of:
 - a personal illness or injury affecting the member; or
 - a sudden or unexpected emergency affecting the member.

If your entitlement to personal leave is exhausted, you may take two days' unpaid carer's leave for each occasion when a member of your immediate family or a member of your household requires your care and support because of:

- a personal illness or personal injury affecting the member; or
- a sudden or unexpected emergency affecting the member.

An immediate family member is a:

- spouse;
- de facto partner;
- child;
- parent;
- grandparent;
- grandchild;
- sibling, or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner. A household member is any person who lives with you.

6.2 NOTIFICATION OF PERSONAL (SICK) LEAVE

You must notify your direct line manager or any other senior manager if your direct line manager is not contactable. You must contact by telephone on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than 1 hour before your usual start time.

Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your manager.

You should try to give an indication of your expected return date and notify the Employer as soon as possible if this date changes. The notification procedures should be followed on each day of absence, unless you are covered by a doctor's medical certificate.

If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

6.3 EVIDENCE OF INCAPACITY

A medical certificate from a registered health practitioner or, if not reasonably practical, statutory declaration is required from the employee setting out the reasons for the absence in circumstances where the personal leave is:

- on three or more consecutive days.

The Employer retains the discretion to require a doctor's certificate or statutory declaration for any single day absence. The Employer will notify you of this requirement as appropriate.

6.4 RETURN TO WORK

You should notify your manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

On return to work after any period of personal leave, you may be required to attend a return to work interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

You may be required to provide a certificate from your own doctor stating that you are fit to return to your duties. This will always be required where you have suffered a workplace injury/illness that required medical treatment.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis, you must not report for work without clearance from your own doctor.

6.5 GENERAL

Submission of a medical certificate may not always be regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to the Employer.

In deciding whether your absence is acceptable, the Employer will take into account the reasons for your absences and extent of them, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces the Employer's ability to operate successfully.

TITEB will not tolerate any non-genuine absences, and any such instances will result in disciplinary action being taken.

If considered necessary, we reserve the right to ask your permission to contact your doctor and/or for you to be independently medically examined.

7 OTHER LEAVE

7.1 PARENTAL LEAVE

If you or your partner become pregnant or are notified of a match date for adoption purposes you should notify management at an early stage so that your entitlements and obligations can be explained to you.

Under the NES, employees who will have at least 12 months of continuous service as at the expected date of birth of the child, are entitled to 52 weeks of unpaid parental leave. Casuals with regular on-going work are also entitled to unpaid parental leave. You may request an additional 52 weeks of leave which will only be refused by TITEB on reasonable business grounds.

Other forms of leave, such as annual leave and long service leave, may be taken concurrently with parental leave, but when combined with the unpaid parental leave must not exceed the 52 week period.

Leave is available only to the primary caregiver of the child, except at the birth of the child where the other parent is entitled to 8 weeks of concurrent unpaid leave. Any parental leave taken by the other parent will be deducted from the total entitlement of 52 weeks unpaid leave.

You must give TITEB at least ten weeks prior notice of your intention to take unpaid parental leave. This can be done in accordance with TITEB's leave application procedures.

When advising of your intention to take unpaid parental leave you must provide the following:

- a medical certificate indicating the expected date of birth of the child, or, where the leave is adoption related, the expected date of placement;
- an expected return date; and
- details of any parental leave your partner intends to take.

7.2 COMPASSIONATE LEAVE

Full time and part time employees are entitled to three days' paid compassionate leave for each occasion when a member of your immediate family, a member of your household or your spouse's immediate family:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a serious threat to their life; or
- dies.

7.3 LONG SERVICE LEAVE

You are entitled to long service leave in accordance with the relevant laws of the state in which you are employed. Long service leave should be taken as soon as reasonably practicable after you become entitled to it.

7.4 COMMUNITY SERVICE LEAVE

You are entitled to community service leave in certain circumstances. Community service leave is for eligible community service activities such as SES and volunteer fire fighting. Community service is generally unpaid.

You are entitled to payment for Jury Duty will depend on the relevant state and federal legislation.

7.5 TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons.

Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of management and will normally be without pay.

8 TIME OFF IN LIEU POLICY

8.1 INTRODUCTION

TITEB recognises that from time to time there may be cause for an employee to work additional time at the end of a work day or week pursuant to the performance of your duties.

In certain circumstances, and subject to your eligibility, TITEB will recognise these hours through the provision of Time Off in Lieu (**TOIL**) for any additional hours you work in excess of your ordinary hours, as stipulated in your contract of employment.

It is not expected that TOIL will be a standard or regular occurrence. No employee will be required to work excessive overtime hours on a regular basis.

8.2 ELIGIBILITY

All employees.

8.3 YOUR ENTITLEMENTS

TOIL may be offered to those employees who, by the nature of their role, are required or directed to work additional hours to complete their duties. These circumstances may include where an employee is required to travel for business reasons, or attend a training course outside of business hours at the direction of management.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will not ordinary accrue towards TOIL.

TOIL accrues at the following rate:

- one hour worked equals one hour of TOIL.

8.4 YOUR RESPONSIBILITIES

Where you feel that additional hours are outside your normal duties, you are responsible for ensuring that any additional hours are pre-approved by management as accruing towards TOIL. If you are unsure whether additional hours will accrue as TOIL, you should seek clarification from management in advance.

8.5 PROCEDURE

You will only be entitled to TOIL if this has been approved in advance by management.

You must keep a record of any additional hours worked, and provide this to management by end of payroll cycle. This record must include the date and time on which the additional hours were completed, the nature of the tasks being performed during these hours, and the manager who approved these hours to accrue as TOIL.

TITEB operates a 'use it or lose it policy'.

Any TOIL must be taken at a mutually convenient time agreed between yourself and the TITEB, but no later than 1 month after its accrual (unless a prior arrangement has been approved by management).

Any fraudulent or dishonest attempt to claim TOIL is considered serious misconduct and may lead to disciplinary action, up to and including the termination of your employment.

9 SAFEGUARDS

9.1 RIGHTS OF SEARCH

We have the right to carry out searches of you and your property (including vehicles) whilst you, or your property, are on our premises or during the performance of your duties.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, such refusal will constitute failure to follow a reasonable management instruction, which may result in disciplinary action being taken against you.

We reserve the right to call the police at any stage.

9.2 IT AND COMPUTER POLICY

i) Virus protection

In order to prevent the introduction of virus contamination into the software system, the following rules must be observed:

- unauthorised software including public domain software, magazine cover disks/CDs, applications, or internet downloads must not be used; and
- all software must be virus checked using standard testing procedures before being used.

ii) Use of computer equipment

In order to control the use of TITEB's computer equipment and reduce the risk of contamination, the following rules will apply:

- the introduction of new software and applications must first of all be checked and authorised by management before general use will be permitted;
- only authorised employees are permitted access to TITEB's computer equipment;
- only software that is used for business applications may be used on TITEB's computer equipment;
- no software may be brought onto or taken from TITEB's premises without prior authorisation;
- unauthorised access to computing facilities will result in disciplinary action up to and including termination; and
- unauthorised copying and/or removal of computer equipment and/or software will result in disciplinary action up to and including termination.

iii) Internet policy

The purpose of this policy is to provide a framework to ensure that the expectations and rules relating to the use of the internet while performing duties for TITEB are clear.

Authorised employees are encouraged to make use of the internet as part of their professional activities. This includes, but is not limited to, accessing the internet on Employer devices. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in TITEB's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action up to and including termination.

TITEB will not tolerate the use of the internet at work for unofficial or inappropriate purposes, including:

- accessing websites which put TITEB at risk of viruses, compromising copyright or intellectual property rights;
- using TITEB devices to access the internet for inappropriate or illegal purposes;
- using social media in breach of TITEB's social media policy;
- accessing TITEB's internet on personal devices;
- connecting, posting or downloading any information unrelated to their employment and, in particular, pornographic or other offensive material; and
- engaging in computer hacking and other related activities, or attempting to disable or compromise the security of information contained on the TITEB's computers.

You are reminded that these activities may constitute a criminal offence.

iv) Email

The use of the work email system (**work email**) is encouraged as its appropriate use facilitates efficiency. Used correctly, it is a facility that is of assistance to TITEB. However, inappropriate use causes a number of problems, including distractions, time wasting and legal claims. The policy sets out the TITEB's position on the correct use of work email.

Unauthorised or inappropriate use of work email may result in disciplinary action up to and including summary termination.

Work email is available for communication and matters directly concerned with the legitimate business of TITEB. Employees using work email should:

- comply with TITEB communication standards;
- only send emails to those to whom they are relevant;
- not use email as a substitute for face-to-face communication or telephone contact;
- not send inflammatory emails (i.e. emails that are abusive or may be perceived as abusive);
- be aware that hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- if the email is confidential, ensure that the necessary steps are taken to protect confidentiality; and
- be aware that offers or contracts transmitted by email are as legally binding on TITEB as those sent on paper.

TITEB will not tolerate the use of work email for unofficial or inappropriate purposes, including:

- any messages that could constitute bullying, harassment or other detriment;
- personal use (eg social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- on-line gambling;
- accessing or transmitting pornography;
- social media;
- transmitting copyright information and/or any software available to the user; or
- posting confidential information about other employees, TITEB or its customers or suppliers.

v) Monitoring

TITEB considers any and all data created, stored or transmitted upon the systems (the **Systems**) as work product and as such, expressly reserves the right to monitor and review any data upon the Systems, including your usage and history, on an intermittent basis without notice.

In addition to this, TITEB has the right to protect its business interests and confidentiality. This includes the right to survey, audit and/or monitor the Systems, including but not limited to:

- monitoring sites users visit on the internet;
- monitoring time spent on the internet;
- reviewing material downloaded or uploaded; and
- reviewing emails sent and received.

Information reports will be available to TITEB which can subsequently be used for matters such as system performance and availability, capacity planning, cost re-distribution and the identification of areas for personal development.

For the avoidance of doubt, TITEB reserve the right to monitor all internet and email activity by you for the purposes of ensuring compliance with TITEB policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

9.3 SOCIAL MEDIA

Any work related issue or material that could identify an individual who is a customer/client or colleague, which could adversely affect TITEB, a customer/client or TITEB's relationship with any customer/client must not be placed on any social networking site.

This means that, unless otherwise authorised, work related matters must not be placed on any such site at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or other devices.

Likewise, all employees are strictly prohibited from using social media (whether on TITEB's devices or their own personal device) during work time.

Any breach of this policy will be considered serious and may result in disciplinary action.

9.4 SURVEILLANCE

Surveillance may be conducted in the workplace. If you are a new worker the surveillance may already be in place and could start immediately on commencement of work.

Surveillance may be conducted using:

- Internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition;
- any form of visual recording devices including all types of camera, such as CCTV cameras;
- any form of audio recording devices; and
- electronic recording devices in any part of the workplace.

The surveillance may be conducted at any time and any employee may be subject to surveillance. The surveillance may be continuous or intermittent at TITEB's discretion and will be ongoing. TITEB may, at their discretion, disclose the surveillance records for any reason that is not barred by privacy legislation.

You may consult with TITEB regarding any concerns about the surveillance. All cameras are visible and recording devices (including cameras) will not be placed in bathrooms or change rooms.

The purpose of the surveillance is to ensure the safety and security of employees, visitors and property. TITEB reserves the right to review and use the CCTV in disciplinary proceedings.

10 STANDARDS

10.1 WASTAGE

We maintain a policy of "minimum waste", which is essential to the cost-effective and efficient running of TITEB.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care;
- turn off any unnecessary lighting and heating;
- keep doors closed whenever possible;
- double side printing, including re-using scrap paper, where possible;
- ask for other work if your job has come to a standstill; and
- start with the minimum of delay after arriving for work and after breaks.

Further:

- any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
- any loss to TITEB that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss; and
- in the event of an at fault accident whilst driving one of TITEB's vehicles you may be required to pay the cost of the insurance excess.

In the event of failure to pay, TITEB has the contractual right to deduct such costs from your pay.

10.2 DRESS AND APPEARANCE

Consistent with the culture of the Employer, you will be expected to present a professional image with regard to your appearance and standards of dress and maintain excellent standards of personal hygiene at all times.

You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Also it is advised you take into consideration the local community and your appearance should not be offensive or inappropriate for this community. If you are unsure on what is appropriate, you should speak with your direct manager.

Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. TITEB discourages you from wearing your uniform during personal hours or personal events. For example, if you are attending the local club, you are not permitted to wear your uniform or any attire with TITEB's logos.

Personal protective equipment (PPE) and clothing may be issued for your protection because of the nature of your job and if issued must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

At the cessation of your employment you may be asked to return any uniform and personal protective equipment issued to you.

If you arrive for work in a manner that does not comply with this policy, your manager will advise you that you are not dressed or groomed appropriately to perform your duties. As a result you may be sent home to change with any resulting lost time being unpaid.

Any deliberate or persistent breaches of this policy may result in disciplinary action being taken against you.

If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact management.

11 GENERAL TERMS AND PROCEDURES

11.1 CHANGES IN PERSONAL DETAILS

You must notify the Employer of any changes in your personal details including but not limited to your name, address, telephone number, emergency contact so that we can maintain accurate records.

11.2 SECONDARY EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up additional employment with an Employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your manager in order to establish the likely impact of these activities on both yourself and TITEB. You will be asked to give full details of the proposal and consideration will be given to:

- working hours;
- competition, reputation and credibility;
- conflict of interest; and
- health, safety and welfare.

You will be notified in writing of TITEB's decision. TITEB may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you already have any other employment or are considering any additional employment, you must notify TITEB so that we can discuss any implications arising from such employment, i.e. working time, health and safety issues or conflicts of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with TITEB or whilst on TITEB premises.

11.3 CONFLICT OF INTEREST

You may not be involved, employed or engaged in any activity which may be or is likely to create a conflict of interest. TITEB may take whatever action it determines appropriate to avoid the actual or potential conflict of interest. Such action may include: transfers, reassignments, changing shifts, or, where TITEB deems such action appropriate, termination of employment.

11.4 BANKING AND EXPENSES

We will reimburse you for any reasonable expenses incurred where these are authorised by management. You must provide receipts for any expenditure.

You are required to ensure that the use of any TITEB debit card and/or bank accounts is limited to business related expenses and is completed in a safe and secure manner.

11.5 EMPLOYEE'S PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

11.6 PHONES AND OTHER DEVICES

TITEB phones, computers, laptops and other devices are to be used for business purposes and where approved, reasonable incidental personal use.

Any unauthorised personal use may be repayable by you and may result in disciplinary action up to and including termination. TITEB reserves the right to deduct the appropriate sums from your salary in the event that repayments are not made.

Limited and reasonable use of personal mobile phones, mp3 players and other personal devices is permitted, provided such devices are set to silent and the use does not impact on your output or quality of work. TITEB reserves the right to ask you to switch off any device at any time.

You may receive reimbursement for mobile phone expenses as a result of use for business purposes.

11.7 BEHAVIOUR AT WORK

You should behave with civility towards fellow colleagues, clients and members of the public, whilst at work. Rudeness will not be permitted. Objectionable or insulting behaviour or bad language may result in disciplinary action up to and including termination.

You should use your best endeavours to promote the interests of the Employer and shall, during normal working hours, devote the whole of your time, attention and abilities to the Employer and its affairs.

Any involvement in activities which could be construed as being in competition with TITEB is not allowed.

12 WHISTLE-BLOWERS

If you believe that TITEB or any of its officers or employees is involved in any form of wrongdoing such as:

- committing a criminal offence;
- failing to comply with a legal obligation;
- endangering the health and safety of an individual;
- environmental damage; or
- concealing any information relating to the above,

you should, in the first instance, report your concerns to management who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, eg the police, the Environment Protection Agency or Work Cover.

You will not suffer any detriment as a result of any genuine attempt to bring to light matters of concern. However, if this procedure has not been invoked in good faith (eg for malicious reasons or in pursuit of a personal grudge), then you may be subject to disciplinary action up to and including termination.

13 CAPABILITY PROCEDURE

13.1 INTRODUCTION

We recognise that during your employment with us you may find yourself less capable of conducting your duties. This might commonly be because either the job changes over a period of time and you fail to keep pace with the changes, or you change (perhaps because of health reasons) and you can no longer cope with the work.

13.2 JOB CHANGES/GENERAL CAPABILITY ISSUES

If we have general concerns about your ability to perform your job or if the nature of your job changes, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your termination. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on TITEB to its detriment, you will be dismissed with the appropriate notice.

13.3 PERSONAL CIRCUMSTANCE/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (eg a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with TITEB in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with TITEB in your current role or, where circumstances permit, in a more suitable role.

13.4 SHORT SERVICE EMPLOYEES

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before termination but you will retain the right to a hearing.

14 DISCIPLINARY PROCEDURE

14.1 INTRODUCTION

This policy sets standards of performance and behaviour expected by TITEB, together with the procedure to be followed in the event of disciplinary issues. The policy aims to help promote fairness and order in the treatment of individuals. It is TITEBs aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case.

The following rules and procedures should ensure that:

- the correct procedure is used when requiring you to attend a disciplinary hearing;
- you are fully aware of the standards of performance, action and behaviour required of you;
- disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case;
- at all disciplinary hearings, rather than investigatory meetings, you have the right to be accompanied by a support person at all stages of the formal disciplinary process;
- you will not normally be dismissed for a first breach of discipline, except in the case of serious misconduct; and
- if you are disciplined, you will receive an explanation of the penalty imposed.

On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This should not be regarded as disciplinary action or a penalty of any kind.

14.2 DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures and practices set out elsewhere in this Employee Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

14.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- failure to abide by TITEB's health and safety policies and procedures and your general health and safety responsibilities;
- actions which could threaten the health and safety of yourself, your colleagues or others;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards customers/clients, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- unauthorised use of email, internet and/or social media;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property;
- failure to report immediately any damage to property or premises caused by you;
- use of TITEB's vehicles without approval or the private use of our commercial vehicles without authorisation;
- failure to report any incident whilst driving TITEB vehicles, whether or not personal injury or vehicle damage occurs;
- if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- carrying unauthorised goods or passengers in TITEB's vehicles or the use of TITEB vehicles for personal gain; and
- loss of driving licence where driving on public roads forms an essential part of the duties of the role.

This list is not exhaustive.

14.4 SERIOUS MISCONDUCT

Occurrences of serious misconduct are significant because the penalty may be termination without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

- theft or fraud;
- physical violence or bullying;
- deliberate damage to property;
- deliberate acts of unlawful discrimination or harassment;
- possession, or being under the influence, of illegal drugs at work; and
- breach of TITEB's health and safety policies and procedures and your general health and safety responsibilities or any actions that endangers the lives of, or may cause serious injury to, employees or any other person.

14.5 DISCIPLINARY PROCEDURE

Disciplinary action taken against you may be based on the following procedure:

Offence	1st occasion	2nd occasion	3rd occasion	4th occasion
Unsatisfactory conduct	Formal verbal warning	Written warning	Final written warning	Termination
Misconduct	Final written warning	Termination		
Serious misconduct	Termination			

We retain discretion in respect of the disciplinary procedures to take account of your length of service and the severity of the misconduct to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before termination, but you will retain the right to a disciplinary hearing.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or termination, and full details will be given to you.

There may be occasions where the performance or conduct of an employee is serious enough to by-pass one of the above steps and move immediately to a first and final written warning but not a summary termination. This option might be used in circumstances where TITEB's policy is breached but it is not so serious as to warrant instant termination.

In all cases, warnings will be issued for misconduct, irrespective of the precise matters concerned and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to termination if the warnings do not change behaviour.

14.6 DURATION OF WARNINGS

i) **Formal verbal warning**

A formal verbal warning will normally be disregarded for disciplinary purposes after a six month period.

ii) **Written warning**

A written warning will normally be disregarded for disciplinary purposes after a 12 month period.

iii) **Final written warning**

A final written warning will normally be disregarded for disciplinary purposes after an 18 month period.

14.7 GENERAL NOTES

If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate of pay may be considered as an alternative to termination, except in cases of serious misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to termination (except termination for serious misconduct) may be considered by the person authorised to dismiss.

Serious misconduct offences will result in termination without notice.

15 GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which to raise such a grievance and, where appropriate, have it resolved.

Nothing in this procedure is intended to prevent you from informally raising with your manager any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

If you feel aggrieved at any matter relating to your work you should first raise the matter with your manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting.

16 PRIVACY POLICY

While the operation of the Privacy Act does not apply to the Employer in regards to any acts which directly relate to:

- the employment relationship between the Employer and the individual; and
- an employee record held by the Employer,

the Employer treats the handling of your personal information very seriously. Accordingly, the purpose of this policy is to ensure the protection of your privacy in relation to the handling of your personal information. TITEB's privacy policy is attached at appendix A.

16.1 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your employment with the Employer. This personal information may be disclosed to other areas within the business for administrative purposes and for the progression of your application. All confidential information will be used for legitimate purposes in accordance with relevant legislation.

Personal information includes information relating to:

- the engagement, training, disciplining or resignation of the employee;
- termination of the employment of the employee;
- terms and conditions of employment of the employee;
- employee's personal and emergency contact details;
- employee's performance or conduct;
- employee's hours of employment; employee's salary or wages;
- employee's membership of a professional or trade association;
- employee's trade union membership;
- employee's recreation, long service, sick, personal, maternity, paternity or other leave, and
- employee's taxation, banking or superannuation affairs.

All reasonable attempts will be made to keep this information relevant, complete and current. You must ensure that any personal information provided is accurate and current.

16.2 YOUR RESPONSIBILITIES

In light of the above objective, every employee is responsible for the appropriate handling of such information and to prevent unlawful disclosure.

If you have access to this information or such any personal information belonging to another employee or a client of TITEB, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person.

You will not use the confidential information for any purpose other than for the relevant and related TITEB processes during or after your employment.

16.3 BREACH

Any action in breach of this policy may result in disciplinary action being taken.

17 EQUAL OPPORTUNITIES POLICY AND ANTI-DISCRIMINATION

17.1 STATEMENT OF POLICY

We recognise that discrimination is unacceptable and, although equality of opportunity has been a long standing feature of our practices and procedure, we have made the decision to adopt a formal equal opportunities policy.

Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

The aim of the policy is to ensure that no job applicant or employee is discriminated against either directly or indirectly on the grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

The policy will be communicated to all private contractors reminding them of their responsibilities in respect of equality of opportunity.

We will maintain a neutral workplace in which no employee or other worker feels under threat or intimidated.

17.2 RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

Selection decisions will not be influenced by any perceived prejudices of other staff. All promotions will be in line with this policy.

18 MOTOR VEHICLES

18.1 GENERAL REQUIREMENTS

You may be required to use a motor vehicle to enable you to efficiently perform your duties.

Where travelling in the course of duties, the motor vehicle is considered to be a workplace and the Employer recognises it has health and safety obligations in respect of this. The Employer will ensure that company motor vehicles are registered and insured in accordance with the relevant legislation.

You must at all times comply with the Motor Vehicles policy in this Handbook. It is your responsibility to see that any Employer motor vehicle is not used by anyone other than authorised persons.

If you are driving a motor vehicle with Employer branding on display, you are representing the Employer at any time whilst driving or on the road. You must therefore drive in a manner that is considerate of other road users. Any complaint about a driver will be investigated and disciplinary action may result.

18.2 EMPLOYEE RESPONSIBILITIES

You are responsible for ensuring you comply with any Employer policies and procedures relating to motor vehicles and their use. In particular you must:

- possess a current driving licence and management's authority to drive during the performance of your duties;
- produce your driving licence for scrutiny by management at any time as requested; and
- inform the Employer immediately if you are disqualified from driving.

When operating a motor vehicle in the performance of your duties, you must observe and obey the relevant road laws in the state or territory in which you are driving. In particular, you must:

- adhere to the appropriate speed limit at all times;
- wear the restraints provided at all times when travelling in the motor vehicle;
- ensure that you are not affected by alcohol and/or drugs at the time of driving;
- report any defects or issues with the motor vehicle to the Employer as soon as reasonably practical;
- ensure that the motor vehicle is maintained in safe working order;
- ensure that only authorised passengers are transported and are kept safe while doing so; and
- ensure that authorised passengers use the restraints provided.

18.3 USE OF MOBILE PHONE WHILE OPERATING A MOTOR VEHICLE

You must operate mobile phones in compliance with all road rules and in particular ensure:

- you do not use a mobile phone whilst driving unless via an approved hands free or cradle device;
- you limit your usage whilst using an approved device to short conversations only;
- you do not use SMS, video and/or email whilst driving; and
- you do not hold or touch a phone at any time whilst driving unless the motor vehicle is legally parked (even if you are just passing it to a passenger).

18.4 USING A PRIVATE VEHICLE FOR EMPLOYER PURPOSES

When using your own vehicle in the performance of your duties, you are responsible for ensuring the vehicle is roadworthy and in a presentable condition. You will be responsible to register, insure and service any private motor vehicles used in the performance of your duties.

You must ensure that whilst driving your motor vehicle to perform your duties, it is clean, free of rubbish and personal items at all times, and in a safe and good working order.

You are responsible for washing the motor vehicle, and for ensuring that appropriate levels of oil, water and tyre pressure are maintained.

18.5 FIXTURES, FITTINGS AND MODIFICATIONS

No fixtures such as aerials, roof racks, towing apparatus, or stickers may be attached to any Employer vehicles without prior written permission.

No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

18.6 CLEANING AND MAINTENANCE

When you drive one of the Employer's vehicles, it is your responsibility to ensure that it is kept clean and tidy and free from rubbish and personal items at all times and that it is returned to the Employer in that condition after use. Smoking in Employer vehicles is not permitted.

Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by the Employer, and reimbursement will only be made against production of an authorisation. When requested by the Employer you must ensure servicing is carried out. Full details of the work required and the cost involved must be given.

Before you use one of the Employer's vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.

Failure to adequately clean the vehicle may mean you are subject to the cost of cleaning being deducted from your pay.

18.7 FUEL CARDS

Unless contrary arrangements exist in writing, we will only reimburse you for fuel and oil used on Employer business. Claims must be submitted on a report sheet, signed by you and accompanied by receipts. All receipts should be itemised, and a deduction shown for that part of the fuel attributable to private use.

Fuel cards are to be used for business related travel only. Odometer readings are to be entered at the time of the purchase of fuel with the fuel card. Fuel cards are to be kept safe and secure at all times.

You must ensure that you adhere to all business requirements for fuel related purchases which may include, but is not limited to, specific locations for purchases, type of products that can be purchased and spend limits on purchases.

18.8 FINES

We will not be held responsible for any fines (eg parking, speeding, tolls etc) incurred by you whilst working for the Employer. If we receive the fine on your behalf, we may pay the fine and deduct the cost from any monies owing to you.

18.9 ACCIDENT PROCEDURE

If you are involved in an accident you must follow emergency procedures and notify management as soon as possible.

18.10 LOSS

In the case of theft of one of the Employer's vehicles, the police and the Employer must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, the police and the Employer should be notified immediately.

Please note that only Employer property is insured by the Employer and you should make your own arrangements to cover your personal effects.

You must always secure the vehicle and its contents, and turn on any alarm system that is fitted to the vehicle. The contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen, we are required to prove to the insurance company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

18.11 PERMITTED USE

Subject to the restrictions already stipulated, Employer vehicles may only be used for authorised business, unless previous arrangements for private domestic or social use have been agreed in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public road or on private land.

On periods of leave, you may be required to return the Employer vehicle to the Employer, unless otherwise agreed with management.

18.12 PERSONAL LIABILITY

In the event of any accident whilst driving one of the Employer's vehicles or where any damage to an Employer vehicle is due to your negligence or lack of care, the Employer reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim.

Repeated instances may result in disciplinary action/and or the use of Employer vehicles being withdrawn.

18.13 GPS

Employer vehicles may be fitted with a GPS tracking device which the Employer may use to monitor the location of the car at any time for the purposes of security and monitoring driver behaviour. If you are a new worker the surveillance may already be in place and could start immediately on you commencing work.

Where an Employer vehicle is fitted with a GPS tracking device, it will be clearly identified inside the vehicle. Unless otherwise stated on the notification, GPS data will be collected continuously and on an on-going basis. The Employer may disclose the GPS records for any reason that is not barred by privacy legislation. You may consult with the employer regarding any concerns with GPS surveillance.

19 GENERAL WORKPLACE PROCEDURES

19.1 INTRODUCTION

Along with the specific guidelines and procedures outlined throughout this Handbook, there are some simple day to day measures that can be adopted by management and employees alike to reduce the risks to health and safety in the workplace.

19.2 GENERAL

Management and employees alike must ensure:

- no plant, equipment or safety device (including PPE) is altered or removed from the workplace without express management authority;
- all safety signs, policies and procedures are complied with in full;
- illegal drugs are not brought into, or used, in the workplace; and
- persons affected by alcohol or drugs are not permitted to access, or remain at, the workplace.

You must ensure that you wear and use any personal protective equipment and clothing issued for your protection at all appropriate times.

19.3 HOUSEKEEPING

Failure to ensure that the workplace is kept neat and tidy may create unnecessary hazards.

Management and employees alike are responsible for maintaining a neat and tidy workplace. This involves:

- ensuring emergency exits, thoroughfares and pedestrian access points are not obstructed;
- ensuring aisles and work areas are clear and free from obstruction at all times so as not to cause additional hazards including slip, trip, or fall hazards;
- placing rubbish in the bins provided; and
- ensuring all work, communal areas and facilities are kept clean and tidy at all times.

19.4 HYGIENE

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not enter the workplace without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

19.5 FITNESS FOR WORK

If you arrive for work and, in the Employer's opinion, you are not fit to work, the Employer reserves the right to exercise its duty of care, particularly where the Employer believes that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others. We may send you away for the remainder of the day with or without pay and, dependent on the circumstances, if you are an employee you may be liable to disciplinary action.

You may be required to provide a certificate from your treating doctor stating your fitness for duties before being permitted to return to work.

20 BULLYING AND HARASSMENT

20.1 INTRODUCTION

The Employer is committed to the provision of a fair, healthy and safe workplace in which everyone is treated with dignity and respect and in which no individual or group feels bullied, threatened or intimidated.

Bullying or harassment in any form is unacceptable behaviour and will not be permitted or condoned.

We recognise that bullying and harassment can exist in the workplace, as well as outside, and that this can seriously affect workers' working lives by detracting from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

20.2 HARASSMENT

The intention of these procedures are to inform workers of the type of behaviour that is unacceptable and to provide procedural guidance.

We recognise that we have a duty to implement this policy and all workers are expected to comply with it.

Harassment is any unwanted physical, verbal or non-verbal conduct based on grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment.

Harassment can take many forms and individuals may not always realise that their behaviour constitutes harassment. Examples of harassment include:

- insensitive jokes and pranks;
- lewd or abusive comments about appearance;
- deliberate exclusion from conversations;
- displaying abusive or offensive writing or material;
- unwelcome touching; and
- abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of harassment. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

20.3 BULLYING

Bullying is repeated, offensive, abusive, intimidating, insulting or unreasonable behaviour directed towards an individual or a group, which makes the recipient(s) feel threatened, humiliated or vulnerable. Note single incidents of bullying will not be tolerated.

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

Bullying can be a form of harassment and can cause an individual to suffer negative physical and mental effects.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- abusive, insulting or offensive language or comments;
- unjustified criticism or complaints;
- physical or emotional threats;
- deliberate exclusion from workplace activities;
- the spreading of misinformation or malicious rumours; and
- the denial of access to information, supervision or resources such that it has a detrimental impact on the individual or group.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of bullying. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

20.4 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

We recognise that complaints of bullying, harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor bullying or harassment you should make it clear to the alleged bully or harasser on an informal basis that their behaviour is unwelcome and ask the individual to stop. If you feel unable to do this verbally then you should hand a written request to the individual, and your confidential helper can assist you in this.

ii) Formal complaint

Where the informal approach fails or if the bullying or harassment is more serious, you should bring the matter to the attention of management as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the bullying or harassment so that the written complaint can include:

- the name of the alleged bully or harasser;
- the nature of the alleged incident of bullying or harassment;
- the dates and times when the alleged incident of bullying or harassment occurred;
- the names of any witnesses; and
- any action already taken by you to stop the alleged bullying or harassment.

On receipt of a formal complaint we will take action to separate you from the alleged bully or harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged bully or harasser to another work area or suspension of employees (with contractual pay) until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a report of the findings and of the investigator's decision will be sent, in writing, to you and to the alleged bully or harasser

20.5 GENERAL NOTES

If the report concludes that the allegation is well founded, appropriate action will be taken against the bully or harasser.

If you bring a complaint of bullying or harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, appropriate action will be taken against you. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

21 DRUGS AND ALCOHOL

21.1 ZERO TOLERANCE POLICY

The use of drugs or alcohol jeopardises a safe workplace. The Employer has a zero tolerance policy with regard to drugs and alcohol and the workplace. Workers are not permitted to work while under the influence of drugs or alcohol.

Non-compliance with this policy and any associated procedure by employees may result in disciplinary action up to and including termination. Non-compliance by other workers may also result in appropriate action up to and including termination of their engagement with the Employer.

The Employer recognises alcohol and other drug dependencies as treatable conditions, and encourages those persons who may be subject to such dependency to seek assistance from appropriate Employers or support groups.

Workers and visitors must not be adversely affected by drugs or alcohol at work or while at work functions, and must at all times be fit to perform their work safely.

21.2 PRESCRIBED MEDICATION

Employees who are taking any prescribed medication or drugs which may affect their ability to perform their work must notify management as soon as possible. You may be required to produce a medical certificate stating that you are fit for work or specifying any restrictions.

21.3 SCREENING

The Employer may require screening for alcohol and drugs. For employees, this may include pre-employment testing. Testing may be conducted based on reasonable suspicion or following an incident or accident. The Employer reserves the right to carry out random testing across all levels of employees.

The following provides examples of activities which may result in disciplinary procedures, up to and including termination of your employment or engagement with the Employer. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment;
- return a positive result following testing;
- return a blood alcohol level of more than 0.00 or the equivalent in urine or breath samples;
- refuse reasonable direction to undertake drug and alcohol screening; or
- are in possession of illegal drugs for supply or consumption in the workplace or Employer vehicles.

This list is not exhaustive.

If you perform work on a client site which conducts regular or random drug and alcohol testing, you will be required to participate.

Where you are suspected of being affected by drugs or alcohol, you may be required to participate in appropriate testing. Positive readings at any time will result in disciplinary procedures up to and including termination of your employment or engagement with the Employer.

If you return a positive result or refuse to participate in testing, you will be required to cease work immediately and leave the workplace. This time will be unpaid until such a time that you are fit to return to work. You will not be able to return to the workplace until you return a negative result. If you are required to leave the workplace, you will be required to report to management on your return or when you are no longer under the influence of drugs or alcohol, to discuss the incident.

21.4 NO SMOKING POLICY

Smoking on the premises or in Employer vehicles is not permitted. You are only permitted to smoke in designated areas and during your breaks.

If working on alternative sites, you must adhere to all relevant client site-specific policies and procedures regarding smoking.

22 TERMINATION OF EMPLOYMENT

22.1 RESIGNATIONS

All resignations must be provided in writing, stating the reason for resigning your post.

22.2 TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your contract of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

22.3 RETURN OF EMPLOYER PROPERTY

On the termination of your employment, you must return all Employer property which is in your possession or for which you have responsibility. Failure to return such items within 7 days will result in the cost of the items being deducted from any monies outstanding to you.

All Employer property should be returned to management.

22.4 RETURN OF VEHICLES

On termination of your employment, you must return any Employer vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.

22.5 GARDEN LEAVE

If either you or the Employer serves notice on the other to terminate your employment, the Employer may require you to take "garden leave" for all or part of the remaining period of your employment.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

ACKNOWLEDGEMENT FORM

I _____ (please print name)
acknowledge that I received a copy of this Tiwi Island Training and Employment Board
Employee Handbook and that I have read and understood it.

Signed:

Dated:

1 PURPOSE

Tiwi Islands Training and Employment Board is committed to providing quality training and assessment in accordance with the Standards for Registered Training Organisations (SRTOs 2015). As such, Tiwi Islands Training and Employment Board is required to comply with Federal law regarding Privacy and confidentiality of employees, clients and contractors.

The purpose of this policy is to outline how Tiwi Islands Training and Employment Board complies with Privacy Act 1988 and Australian Privacy Principles (APPs).

2 POLICY STATEMENT

Tiwi Islands Training and Employment Board is committed to complying with obligation under Privacy Act 1988, and the associated Australian Privacy Principles (APPs), specifically in the way it collects, uses, secures and discloses personal information. Tiwi Islands Training and Employment Board is committed to safeguarding any confidential information obtained by the RTO.

Tiwi Islands Training and Employment Board will ensure :

- It maintains and provides a current Privacy Policy;
- Information gathered for the express purpose of training and assessment matters will not be disclosed to a third party unless prior written consent is provided by the individual concerned, except that required by law;
- The secure storage of all records;
- The confidentiality of all information maintained on records.

3 POLICY PRINCIPLES

3.1 LEGISLATION

- a) Tiwi Islands Training and Employment Board, although not required to, chooses to abide by the Privacy Act 1988 and associated 13 x Australian Privacy Principles (APPs).
- b) The APPs came into force on 12 March 2014 and set out standards, rights and obligations for the handling, holding, accessing and correction of personal information (including sensitive information).

3.2 UNDERPINNING PRINCIPLES

- a) *Personal Information* is defined in the Privacy Act 1988 to mean “information or an opinion about an identified individual, or an individual who is reasonably identifiable:
 - i. whether the information or opinion is true or not; and
 - ii. whether the information or opinion is recorded in a material form or not.

- b) *Sensitive Personal Information* is defined in the Privacy Act 1988 to mean “information or an opinion about an individual’s” that is also personal information, such as:
- i. racial or ethnic origin; or
 - ii. political opinions; or
 - iii. membership of a political association; or
 - iv. religious beliefs or affiliations; or
 - v. philosophical beliefs; or
 - vi. membership of a professional or trade association; or
 - vii. membership of a trade union; or
 - viii. sexual orientation or practices; or
 - ix. criminal record.

3.3 PART 1 – CONSIDERATION OF PERSONAL INFORMATION PRIVACY

- a) Open and Transparent Management of Personal Information.
Tiwi Islands Training and Employment Board will :
- i. Ensure that personal information is managed in an open and transparent way.
 - ii. Take reasonable steps to implement practices and procedures that will facilitate dealing with enquiries or complaints from individuals regarding compliance with the Australian Privacy Principles (APPs).
 - iii. Ensure that it maintains an up-to-date policy about the management of personal information.
 - iv. Ensure that Tiwi Islands Training and Employment Board Privacy Policy contains the following information:
 - The kind of information that is collected and held;
 - How the information is collected and held;
 - The purposes for which information is collected, held, used and disclosed;
 - How an individual may access their personal information that is held by Tiwi Islands Training and Employment Board and seek correction of such information as necessary;
 - How the individual may make a complaint about a breach of the APPs and how Tiwi Islands Training and Employment Board will deal with such a complaint;
 - Whether Tiwi Islands Training and Employment Board is likely to disclose personal information to overseas recipients, and if so the countries in which such are likely to be located.
 - v. Provide the Privacy Policy free of charge and in such form as appropriate, and as is reasonable.
- b) Anonymity and pseudonymity
Tiwi Islands Training and Employment Board will :
- i. Respect that individuals may not wish to identify themselves when making enquiries on Tiwi Islands Training and Employment Board products and services;
 - ii. However, require full personal details as required by law and for identification purposes from clients.

3.4 PART 2 – COLLECTION OF PERSONAL INFORMATION

- a) Tiwi Islands Training and Employment Board will not collect personal information from you unless that information is necessary for one or more of its functions or activities, or is required by law.
- b) Tiwi Islands Training and Employment Board advises that it is required by law to collect, hold, use and supply personal information, in accordance with the National VET Provider Collection Data Provision Requirements.
- c) Tiwi Islands Training and Employment Board will take reasonable steps at or before the time of collection to ensure that you are aware of:
 - i. Who we are and how to contact us;
 - ii. How to gain access to your own information;
 - iii. The purpose for which the information is being collected;

- iv. Any organisation to which we would normally disclose information of that kind;
- v. Any law that requires the particular information to be collected;
- vi. The main consequences for the individual if all or part of the information is not provided.
- d) Tiwi Islands Training and Employment Board collects information from you in the following ways:
 - i. When you register your interest on line, apply for enrolment, request certain services or products, or otherwise contact or do business with us.
 - ii. Information may be collected from enrolment forms, certified documents, telephone calls, faxes, emails, letters sent by you.
 - iii. Information may be collected from third parties, such as other training providers, regarding confirmation of training and ongoing professional development that you have attended, as permitted by you.
- e) Should Tiwi Islands Training and Employment Board collect information about you from a third party we will take reasonable steps to ensure that the individual is or has been made aware of the matters listed above except to the extent that making the individual aware of the matters would pose a serious threat to the life or health of any individual.

3.5 PART 3 – DEALING WITH PERSONAL INFORMATION

- a) Tiwi Islands Training and Employment Board will not use or disclose personal or sensitive information for any purpose other than what it was collected for, unless the relevant person has provided written consent to use or disclose that information in circumstances that are different to those for which it was collected.
The circumstances where an exception may occur are:
 - i. Where the use or disclosure of this information is required or authorised by or under an Australian law or a court/tribunal order;
 - ii. The individual would reasonable expect Tiwi Islands Training and Employment Board to use or disclose the information for the secondary purpose;
 - iii. A permitted health situation exists in relation to the use or disclosure of the information by Tiwi Islands Training and Employment Board;
 - iv. A permitted general situation exists in relation to the use or disclosure of the information by Tiwi Islands Training and Employment Board;
 - v. Tiwi Islands Training and Employment Board reasonably believes that the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body.
- b) Tiwi Islands Training and Employment Board collects your personal information so as to:
 - i. Process applications;
 - ii. Manage your enrolment;
 - iii. Record and maintain your details;
 - iv. Administering training programs;
 - v. Record and maintain details of your ongoing training and assessment;
 - vi. Provide you with details regarding client services, benefits, and training opportunities;
 - vii. Notify you about upcoming events and opportunities;
 - viii. Gain feedback from you;
 - ix. Communicate with you;
 - x. Report to relevant authorities as required by law.
- c) Direct Marketing
Tiwi Islands Training and Employment Board:
 - i. May use personal information (specifically your name and relevant address details) and information about your preferences for direct marketing (ie the communication channels which you prefer for receiving direct marketing from us and the types of products and services in which you are interested in) so as to let you know about our services and benefits, where we have your consent.
 - ii. Provides an opt-out and/or unsubscribe method that is easily accessible for individuals to request not to receive direct marketing communications.
- d) Cross Border Disclosure
Tiwi Islands Training and Employment Board:

- iii. Does not disclose personal information to overseas recipients unless prior written approval is received by the individual who the personal information relates.
- e) Adoption, use or disclosure of Government Related identifiers
Tiwi Islands Training and Employment Board:
- i. Is required by law (*Student Identifier Act*) to collect, maintain and report to relevant Government agencies the individual's Unique Student Identifier (USI) number in accordance with the National VET Provider Collection Data Provision Requirements.
 - ii. Will not disclose the Unique Student Identifier (USI) number for any other purpose, including on any Certification documents you receive.
 - iii. Must not adopt the Unique Student Identifier (USI) number as its own identifier of the individual.

3.6 PART 4 – INTEGRITY OF PERSONAL INFORMATION

- a) Quality of personal information
Tiwi Islands Training and Employment Board will take steps, as are reasonable, to ensure that the personal information it:
- i. Collects is accurate, up to date and complete;
 - ii. Uses or discloses, is, having regard to the purpose of the use or disclosure, accurate, up to date, complete and relevant.
- b) Security of personal information
Tiwi Islands Training and Employment Board will take steps, as are reasonable in the circumstances to:
- i. Protect the information from misuse, interference and loss as well as unauthorised access, modification or disclosure.
 - ii. Destroy the information or to ensure that the information is de-identified.

3.7 PART 5 – ACCESS TO, AND CORRECTION OF, PERSONAL INFORMATION

- a) Tiwi Islands Training and Employment Board provides all clients with electronic access to their own personal records, where the individual can update and maintain their own personal information.
- b) In some circumstances, Tiwi Islands Training and Employment Board may not permit access to individuals for their personal information. If this is ever the case, Tiwi Islands Training and Employment Board will provide full details for the legal reasons for this decision. These may include that Tiwi Islands Training and Employment Board believes :
- i. That giving access to the information would pose a serious threat to the life, health or safety of the individual, or to public health or public safety; or
 - ii. Giving access would have an unreasonable impact on the privacy of other individuals; or
 - iii. The request for access is frivolous or vexatious; or
 - iv. The information relates to existing or anticipated legal proceedings between Tiwi Islands Training and Employment Board and the individual, and would not be accessible by the process of discovery in those proceedings; or
 - v. Giving access would reveal the intentions of Tiwi Islands Training and Employment Board in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
 - vi. Giving access would be unlawful; or
 - vii. Denying access is required or authorised by or under an Australian law or a court/tribunal order; or
 - viii. Both of the following apply:
 - Tiwi Islands Training and Employment Board has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to Tiwi Islands Training and Employment Board functions or activities has been, is being or may be engaged in;
 - Giving access would be likely to prejudice the taking of appropriate action in relation to the matters; or

- ix. Giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- x. Giving access would reveal evaluative information generated within Tiwi Islands Training and Employment Board in connection with a commercially sensitive decision-making process.
- c) When dealing with requests for access to personal information, Tiwi Islands Training and Employment Board will:
 - i. Respond to request for access within 30 days of the request, if from an individual, and within a reasonable time, if the request is from an organisation; and
 - ii. Provide access to the information in the manner requested, if it is reasonable and practicable to do so.
- d) Tiwi Islands Training and Employment Board does not charge a fee for access to personal information. The exception is re-prints of certification documentation previously supplied.
- e) With regard to the correction of personal information held:
 - i. should Tiwi Islands Training and Employment Board be satisfied that information is inaccurate, out of date, incomplete, irrelevant or misleading, Tiwi Islands Training and Employment Board will take such steps as reasonable to correct the information to ensure that, having regard to the purpose for which it is held, the information is accurate, up-to-date, complete, relevant and not misleading.
 - ii. Should Tiwi Islands Training and Employment Board refuse to correct information, Tiwi Islands Training and Employment Board will give written notice to the individual that sets out:
 - The reason for refusal
 - The mechanisms available to complain about the refusal; and
 - Any other matter prescribed by the regulations.

4 TIWI ISLANDS TRAINING AND EMPLOYMENT BOARD RESPONSIBILITIES

Director Tiwi Islands Training and Employment Board ensures that all employees are made aware of this policy and its underpinning legislative requirements, and comply with this policy at all times.

Director Tiwi Islands Training and Employment Board ensures that all clients have access to and awareness of this policy.

5. RECORDS MANAGEMENT

All personal information and records are maintained in accordance with Records Management Policy. (See Records Management Policy)

6. MONITORING AND IMPROVEMENT

All practices for Privacy are monitored by the Director Tiwi Islands Training and Employment Board and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

Appendix B



Tiwi Islands Training and Employment Board

WH & S Policy statement

Purpose.

The purpose of the Tiwi Islands Training & Employment Boards WH&S policy is to enable the organisation to fulfil its commitment to providing a healthy and safe workplace and to eliminate conditions and incidents which could result in personal injury or ill health.

Scope.

The policy will apply to all activities of the Tiwi Islands Training & Employment Board both on the mainland and the Tiwi Islands. The procedure applies to all TITEB staff, students, contractors, outside agencies and visitors.

What we will do.

The Tiwi Islands Training & Employment Board recognises its moral and legal responsibilities under Work Health & Safety (WH&S) legislation to provide a safe and healthy work environment. This commitment means that we will:

- Provide duty of care for the workplace and working conditions for all, including employees, contractors, outside agencies, students and visitors
- Provide training to enable all employees to work safely
- Comply with relevant legislation and industry standards
- Provide support and assistance to employees
- Consult with staff where relevant to enhance the effectiveness of procedures
- Provide adequate resources to aid employees in fulfilling their responsibilities
- Conduct investigations into all reported incidents
- Ensure that appropriate return to work programs are in place
- Conduct regular reviews and evaluations of the health and safety systems in place.
-

• What employees are expected to do.

- While at work, all employees – irrespective of their position – will:
 - Take reasonable care to ensure good health and safety procedures are implemented at all times
 - Identify and support measures to eliminate or minimise unsafe conditions
 - Report all workplace hazards to their respective supervisors and or coordinators for elimination or management first verbally and then on the prescribed Incident Report Form.
 - Assume personal responsibility for their own safety and for that of other work colleagues, and students by always operating in a safe and appropriate manner.
 - Authorised by _____ Date _____

Maria Harvey

24th October 2017