



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**. 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 your 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 supports your 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 the 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 Acknowledgement Form included in this Handbook, and
- Return the signed Staff Induction Checklist 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 rules and regulations, policies and procedures that relate to your employment and 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 and 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**

TITEB 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, please ensure you have the most up to date copy.

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. You can also refer to the Fair Work Australia National Employment Standards issued with your contract or alternatively go their website: [www.fairwork.gov.au](http://www.fairwork.gov.au)

## 2 TITEB OVERVIEW

### 2.1 ABOUT TITEB

The TITEB has been established by the Tiwi Land Council 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 and it's purpose is to support the ongoing life long learning for all Tiwi into the future.

To continue building the capacity and capability of the Tiwi people, TITEB currently has five distinct agencies that interact to achieve ongoing success by providing;

- An investment in good education and a better future through the Remote School Attendance Strategy.
- High quality employment and work based activities that focus on creating a skilled Tiwi Workforce through the Community Development Program (CDP).
- Nationally recognised training and non accredited training to support local skills development and assist with employment preparation through our Registered Training Organisation.
- Tiwi organisations the opportunity to take on apprentices and trainees and providing support for local apprentices and trainees to become qualified through our Group Training Organisation (GTO).
- A healthy start for school students in Milikapiti and Pirlangimpi through the School Meals Program.

TITEB is a Not for Profit, Public Benevolent Institution (PBI) 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 that meets the needs and expectations of our clients. We aim to provide high quality employment, vocational education and training, supervision and mentoring to our clients, our school students, apprentices and trainees, job seekers, 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 TITEB - VISION, MISSION AND VALUE

#### OUR Purpose

*Changing Tiwi lives for the better, through strong local employment, training, school attendance and school meals programs.*

#### OUR Mission

*Building education and employment capacity for all Tiwi through dedicated program delivery.*

#### OUR Vision

*A prosperous future for all Tiwi through lifelong learning and skills development.*

#### OUR Values (Commitment)

- Tiwi Culture – The Foundation of the services we provide.
- Respect – Everyone has the right to good service.
- Belief – Tiwi people can achieve highly.
- Integrity – We strive for excellence.
- Diversity – Our differences together builds our strength.



## 2.4 AREAS THAT TITEB SERVICE

### 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.



There is also a Main Office in Stuart Park, Darwin, the Directorate and Corporate Services are centralised here to support services on the Islands and also to broker strong business relationships in Darwin with Government and other Industry Stakeholders

## 2.5 LOCATION OF TITEB OFFICES

<b>Darwin (Head Office)</b>		
<b>Location</b>	<b>Address</b>	<b>Phone Details</b>
<b>Stuart Park</b>	Lot 2162, Armidale Street, Stuart Park, NT 0820	<b>Line 1</b> - 08 8941 5988 <b>Line 2</b> - 08 8941 8049 <b>Fax</b> - 08 8941 0778
<b>Bathurst Island</b>		
<b>Location</b>	<b>Address</b>	<b>Phone Details</b>
		<b>CDP Office</b> <b>Phone</b> - 08 8970 9175 <b>Fax</b> – 08 8970 9248
<b>Wurrumiyanga</b>	Lot 837, Wurrumiyanga Community, Bathurst Island, Tiwi Islands	<b>RTO Office</b> <b>Phone</b> - 08 8978 3699
		<b>Activities Office</b> <b>Phone</b> - 08 8970 9176
<b>Ranku</b>	Lot 43, Ranku Community Bathurst Island, Tiwi Islands	<b>Phone: Satellite phone service only</b>
<b>Melville Island</b>		
<b>Location</b>	<b>Address</b>	<b>Phone Details</b>
<b>Milikapiti</b>	Lot 378a, Milikapiti Community, Melville Island, Tiwi Islands	<b>Phone</b> - 08 8970 9155 <b>Fax</b> - 08 8970 9199
<b>Pirlangimpi</b>	Lot 315, Pirlangimpi Community, Melville Island, Tiwi Islands	<b>Phone</b> - 08 8970 9188 <b>Fax</b> - 08 8970 9199
<b>Tiwi College, Pickertaramoor</b>	Tiwi College Campus Pickertaramoor - GTO Host	<b>Phone:</b> 08 89709024

## 2.6 SERVICES TITEB PROVIDE

TITEB provides a number of community development, education, employment and training services to the Tiwi islands.



### **Registered Training Organisation (RTO#4742)**

Providing nationally recognised and non accredited training



### **Community Development Program (CDP)**

Assisting people with employment through high quality employment and work based activities that focus on creating a skilled Tiwi Workforce



### **Remote School Attendance Strategy (RSAS)**

Investment in good education and a better future by assisting with getting children to attend School



### **School Nutrition Program Milikapiti (SNP)**

Supporting healthy food for Primary School children



### **Group Training Organisation (GTO)**

Providing support and employment opportunities for Tiwi employers, apprentices and trainees

## **2.7 PROGRAM SECTIONS OF TITEB**

### **2.7.1 REGISTERED TRAINING ORGANISATION (RTO CODE 4742)**

#### **AIM**

As a registered training organisation (RTO), TITEB is registered with the the Australian Quality Skills Authority (ASQA). Registration enables TITEB to deliver nationally recognised training and issue nationally recognised qualifications and Statements of Attainment. Only RTOs can issue nationally recognised qualifications.

To maintain registration, TITEB must demonstrate compliance with the Standards for RTOs 2015. This means we have an obligation and responsibility to ensure the quality of training and assessment delivered is compliant with the Standards and that the qualifications and Statements of Attainment issued meet the requirements of the Australian Qualification Framework (AQF).

The RTO also provides non-accredited training to support skills development and community based initiatives.

#### **OVERVIEW**

The RTO is the incepting enterprise of TITEB and is the founding source of employment preparation and sets the environment for a learning culture that supports knowledge and skills development.

To achieve its objectives, the RTO:

- Maintains its registration with ASQA.
- Provides a range of foundation courses that support workplace entry requirements.
- Delivers a Cross Cultural Training Program that supports an understanding of our client groups for non Tiwi staff, clients and contractors.
- Contextualises training materials and resources to the course content and assessments are achievable.
- Ensures learners are supported by providing mentoring and one on one support sessions.
- Identifies and secures funding to support training and skill development opportunities.

### **2.7.2 GROUP TRAINING ORGANISATION (GTO)**

#### **AIM**

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

As a group training organisation (GTO) TITEB provides a complete apprentice and trainee management service to generate quality employment and training opportunities to support various job opportunities and add value to Tiwi employers.

#### **OVERVIEW**

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

- 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 provided by the Tiwi literacy and numeracy trainers.
- Providing a team teaching environment where the VET trainers and assessors work collaboratively with Tiwi support staff to deliver training.
- TITEB support staff providing backup, one on one tuition between training blocks.
- Coordinating off the job training.
- Where possible, apprentices or trainees undertake all off the job training on the Tiwi Islands.
- Providing ongoing support to employers and the apprentice or trainee to ensure the successful completion of the apprenticeship or traineeship.

### 2.7.3 COMMUNITY DEVELOPMENT PROGRAM (CDP)

#### AIM

The Community Development Program (CDP) is an integrated, flexible and responsive program that supports unemployed people to build their skills and job readiness and contributes to the strength and sustainability of communities.

The program 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 eligible Tiwi Island residents, employers and host organisations.

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 works closely with employers to meet their workforce needs by encouraging them look to the local skill base for employees.

#### OVERVIEW

There is a requirement for all adults aged between 18 and 49 years who are not in work or study to undertake work like activities for up to 20 hours per week, depending on their assessed capacity to work.

Components of CDP 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 remote area job seekers into lasting employment.
- Funding to support enterprises in remote Australia that provide jobs and work experience opportunities in remote communities.
- Reduced red tape and simplified processes for providers to allow them to focus on assisting the job seeker.

### 2.7.4 REMOTE SCHOOL ATTENDANCE STRATEGY (RSAS)

#### AIM

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

This is a community focused program to improve attendance rates for kids attending school and 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 (known locally as Yellow Shirts) 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 RSAS program assists by:

- 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 absences.
- Working together with Community Members and other Service Providers to implement the strategy and complement existing services and programs directed at improving school attendance.

### 2.7.5 SCHOOL NUTRITION PROGRAM (SNP)

#### AIM

The School Nutrition Program is funded by Department of Prime Minister and Cabinet and is designed to ensure that all school aged children attending school are both fed and educated about healthy food choices. The SNP is provided at Milikapiti and is fully staffed by Tiwi workers who are skilled at creating great menus that are tasty and also meet the Department of Education's nutritional standards.

As well as ensuring that school meals are done, the Program also supports Community and Healthy Living initiatives in Milikapiti, including providing food stalls at the School Fete and Providing a Christmas break up lunch for the school children and staff.

#### OVERVIEW

The SNP program aims to:

- Provide healthy and nutritional food choices for school children at Milikapiti.
- Promote healthy lifestyle choices.
- Use food as a means for connecting schools with families and communities.
- Work with parents to support their awareness of the importance of a healthy diet.

## 3 JOINING THE ORGANISATION

TITEB has a Human Resources Framework that operates to support employees. The performance framework begins at Induction, through probation and includes an annual review of performance for progression of salary increments. This framework requires every employee to participate in their respective work areas.

The framework program consists of:

Employment commencement	Day 1 Induction with Manager / Supervisor.
6 week review	An review of progress on how you are going in the job.
3 month review	Probation review and offer to continue work / review, to extend review 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. This is an opportunity for all of our policies and procedures to be explained to you. Any other relevant information relating to your position will also be provided during your induction. Consistent application of policies and procedures is reinforced through TITEB Work Units and at fortnightly staff meetings.

### 3.2 PROBATIONARY PERIOD

The length of your probationary period is set out in your contract of employment. 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, TITEB 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. Casual employees are not subject to a probationary period.

### 3.3 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 Monday to Friday between 7.30am and 5:30pm. TITEB uses a timesheet based system that is to be completed by each employee progressively as they clock on and off duty.

Late attendance after 8:00am or absence must be reported to the your supervisor by 8.00am.

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

Times of starting, finishing, lunch, absences for appointments must be recorded as they happen in actual time on your timesheet. It is compulsory to complete your timesheet with actual hours worked.

Please note that the timesheet payroll system within TITEB, anchors all your work service via fortnight to fortnight reporting, including any carry over hours for any extra time at work. Always document actual hours worked and actual hours not at work progressively as it happens on your timesheet.

### 3.4 PUNCTUALITY

You are required to be present and ready to commence work at your designated starting time. TITEB considers a lack of punctuality as a serious conduct and performance issue, as it demonstrates a disregard for the employment contract, your team members and the client base you serve.

### **3.5 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 TITEB. You are expected to participate in any training deemed necessary for you to perform your role to the required standards.

### **3.6 TRAINING AND PROFESSIONAL DEVELOPMENT**

TITEB encourages and supports its employees to undertake training and professional development in order to maintain currency of industry based skills and or to advance their career to the benefit of employee and TITEB.

TITEB may agree to contribute to the cost of training or professional development depending on the relevance of the activity and the benefit to your role and the section you work in.

### **3.7 JOB DESCRIPTION**

TITEB Job Descriptions are an outline of the types of duties that you will carry out in the course of your work and Key Performance Indicators (KPI's) that benchmark and identify the expected results or outcomes to be achieved. Amendments may be made to your Job Description from time to time in relation to TITEB's changing needs and your ability and capacity.

### **3.8 PERFORMANCE AND REVIEW**

Your Supervisor will monitor your work performance on a continual basis so that we can maximise your strengths and help you with any areas that require development. The employee appraisal scheme has been developed for the purpose of monitoring employee performance levels with a view to maximising effectiveness.

### **3.9 JOB FLEXIBILITY**

Whenever necessary, you may be required to transfer to alternative duties within TITEB. For example, during holiday periods it may be necessary for you to take over duties normally performed by your colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

### **3.10 MOBILITY**

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

### **3.11 CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report to your Supervisor and to the Human Resources area, any convictions or offences that you have or may be charged with. These matters will be dealt with in confidence.



## 4 SALARIES AND WAGES

### 4.1 PAYMENT

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

To ensure efficient processing, employee Time Sheets are to be submitted by close of business on Friday.

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

Any pay queries that you may have should be raised with your Manager in the first instance.

### 4.2 OVERPAYMENTS

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next pay. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period. You will need to discuss this with your Manager in the first instance.

### 4.3 TAX

At the end of each financial year, you will be given a statement of your employment income showing the total amount you have been paid during that year and the amount of tax and other deductions. This is available in paper copy if needed and is available in your myGov Account.

### 4.4 OVERTIME

Overtime will **not** be paid without an **Approved** "Overtime Form". All employees are advised to **not** undertake any work that they will expect an overtime payment for, unless they have sighted an **Approved** "Overtime Form" endorsed by the Senior Manager of your work section.

Where possible, TITEB generally encourages staff to take Time Off In Lieu (TOIL) if they have worked approved extra hours. The only exception is where an employee has to be at a barge landing outside of work hours and this must be specifically approved in writing prior to the work taking place.

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

Where you feel that additional hours are outside your normal duties, it's your responsibility to ensure that any additional hours are pre approved by management as overtime. If additional hours are not approved in advance as overtime, they will not be paid by TITEB.

### 4.5 PAY REVIEWS

Pay levels are 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.

### 4.6 SUPERANNUATION

TITEB will contribute 9.5% of your salary on your behalf towards your Superannuation in accordance with the legislation.

### 4.7 FRINGE BENEFITS

TITEB is recognised by the Australian Tax Office as a Public Benevolent Institution (PBI). Accordingly, you may choose to take advantage of our salary sacrificing arrangements.

You are able to package "Fringe Benefits" up to a maximum value of \$15,900 of your pre tax salary per annum. This means that you will not pay tax on the \$15,900.

This salary sacrifice option is only available if your earnings with TITEB are over \$40,000 per annum and if you have legitimate expenses to apply against the sacrificed amount. If you choose this option there is a monthly fee of approximately \$20.

#### **4.8 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 amended accordingly to the 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.

#### **4.9 STAND DOWN**

During certain times, TITEB may send you home where there is no useful work for you to do. These times may be the result of:

- breakdown of equipment.
- power cuts.
- industrial action, or
- a cause which TITEB cannot reasonably be held responsible, such as a natural disaster.

This list is not exhaustive.

Generally you will not be paid for this time, however, you may by agreement 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 position to encourage you to take all of your holiday entitlement in the current year. Staff will need to ensure that they save sufficient leave for the compulsory closure over Christmas and New Year, otherwise they will be taking leave without pay. Usually this will involve up to 10 days of leave.

You must complete the **TITEB Leave Form** and have it signed by your Manager 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. This enables crucial planning and to make sure that our service delivery is not compromised.

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. TITEB reserves the right to approve leave to be taken during this time for exceptional circumstances only.

### 5.2 LEAVE LOADING

Permanent and part-time employees of TITEB are entitled to a Leave Loading which is paid at the end of each year in the week prior to the Christmas Shutdown. The Leave Loading is calculated based on a value of 17.5% of the total accrued annual leave taken for that calendar year.

### 5.3 LEAVE REQUIRED FOR ANNUAL SHUT DOWN

TITEB may choose to temporarily shut down during the end of the year period. Where practical, one month's notice of this will be provided.

You are required to reserve sufficient days from your annual leave entitlement to cover the end of year shutdown period, which will usually require leave of 7 to 10 days.

If you have not accrued sufficient annual leave to cover this period, you will be required to take unpaid leave.

### 5.4 CASHING OUT OF ANNUAL LEAVE

Employees are able to "cash out" their annual leave under certain circumstances, usually when they have excess leave accrued and are unable to take time off. Cashing out annual leave means you receive payment instead of taking time off.

To cash out their annual leave to ensure the following:

- You need to have at least four weeks annual leave remaining after cashing out.
- You can only cash out a maximum of two weeks in any 12 month period.

An "Annual Leave – Cash Out Agreement" must be submitted and approved by the CEO.

To apply, the "Annual Leave – Cash Out Agreement Form" must be submitted to Payroll who will check to ensure the two conditions above have been met.

Payroll will then forward your request to the CEO for consideration and approval or notify you if your request is outside the approval conditions.

## 6 ENTITLEMENTS

### 6.1 PERSONAL LEAVE

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 will accrue this entitlement on a pro-rata basis. Personal leave accrues and will be credited to you progressively throughout the year.

**Casual employees are not entitled to paid personal leave.**

**Personal Leave includes sick, carer's and domestic violence leave.**

You are entitled to take personal leave:

- when you are not fit for work due to a personal illness or personal injury; 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 them; or
  - a sudden or unexpected emergency affecting the family or household 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 them; or
- a sudden or unexpected emergency affecting the family or household 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.

#### **Domestic Violence Leave (generally 'unpaid' leave)**

If an employee is experiencing violent, threatening or other abusive behaviour by a family member that is of a coercive or controlling nature causing harm or fear, the employee is entitled to 5 days unpaid leave to make arrangements for their personal safety, to attend court hearings or to access assistance or services.

- The leave is available in full at the start of each 12-month period of the employee's employment.
- The leave does not accumulate from year to year.
- This leave is available for full-time, part-time and casual employees.
- An employee must provide notice of the need for the leave as soon as practicable and must advise the period of the leave to be taken.

An employee may apply for annual leave during this time and under certain circumstances may be entitled to paid personal leave if they have sufficient available.

## **6.2 NOTIFICATION OF PERSONAL LEAVE**

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

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

If possible, you should try to give an indication of your expected return date and notify your Manager 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 your Manager of your continued incapacity once a week thereafter, unless otherwise agreed.

## **6.3 EVIDENCE OF INCAPACITY**

In circumstances where personal leave is taken over two or more consecutive days, employees are required to provide a Medical Certificate from a Registered Health Practitioner, or if not reasonably practical, a Statutory Declaration setting out the reasons for the absence.

TITEB retains the discretion where it is deemed necessary to require a Doctor's Certificate or Statutory Declaration for any single day absence.

TITEB will notify you of this requirement as appropriate.

## **6.4 RETURN TO WORK**

You should notify your Manager as soon as you know when you will be returning to work, especially if this date differs from a date previously notified.

On your 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 the strictest confidence.

Depending upon the circumstances of your leave, you may be required to provide a Medical 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 or illness that required medical treatment.

If you have been suffering from any infectious or contagious disease or illness, you must not report for work without Medical Clearance from your own Doctor.

## **6.5 CULTURAL LEAVE**

TITEB provides all staff with 10 days of cultural leave per year, cultural leave includes bereavement and ceremonial leave.

Cultural Leave is to be leave taken for cultural ceremonies and or sorry business. This leave must be applied for by completing a "Leave Form" and approved by your Manager prior to the leave being taken.

Casual staff are not entitled to paid cultural / bereavement leave.

You may be entitled to the bereavement component of cultural leave when 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.

If a staff member needs to attend a funeral or ceremony other than on the Tiwi Islands they can use this leave as well as their annual leave. These cases will be determined for each person and must be applied for on a "Leave Form" and approved by their Manager prior to the leave being taken.

This leave is not accumulated and resets on 1<sup>st</sup> July each year.

*Decision made: TITEB Board Meeting on 22/3/19*

## **6.6 PUBLIC HOLIDAYS**

Your entitlement to public holidays is in accordance with the National Employment Standards, unless otherwise stated in your individual contract of employment. Please note that unauthorised leave on days directly before or after a public holiday will automatically cancel the pay entitlement for that public holiday as per the National Employment Standards for administering work time around public holidays.

## 7 OTHER LEAVE

### 7.1 PARENTAL LEAVE

#### 7.1.1 PAID

If you are the birth mother of a newborn child; the adoptive parent of a child, or another person caring for a child under exceptional circumstances you may be eligible for paid Parental Leave. A maximum of 18 weeks of paid parental leave is available within 34 weeks of the birth or adoption.

To be eligible, you need to have worked for TITEB for 10 of the 13 months before the birth and a total of 330 hours in that 10 month period. There are other conditions that apply as per the Human Services website <https://www.servicesaustralia.gov.au/individuals/services/centrelink/parental-leave-pay>

#### 7.1.2 UNPAID

Parental leave is only available to employees who have or will have primary responsibility for the care of a child.

The leave must be associated with the birth of a child to the employee, the employee's spouse, or the employee's de facto partner or the placement of a child under the age of 16 with the employee for adoption.

Each eligible member of an employee couple may take a separate period of up to 12 months of unpaid parental leave. However, if only one person is taking leave, or if one member of an employee couple wishes to take more than 12 months leave, the employee may request a further period of up to 12 months, from their employer.

An 'employee couple' is where two employees (not necessarily of the same employer) are in a spousal or de facto relationship. The 'child of a person' is defined by the Family Law Act 1975 as someone who is a person's biological, adopted or step child. An employee's 'de facto partner' is defined as a person who, although not legally married to the employee, lives with them in a relationship as a couple on a genuine domestic basis. Former de facto partners are also included.

The Fair Work Act 2009 ensures that same sex de facto relationships are recognised for unpaid parental leave entitlements. This means that the same sex de facto partner of either a person who gives birth or a biological parent may be eligible to take unpaid birth-related leave.

### 7.2 LONG SERVICE LEAVE

You may be eligible for 13 weeks of Long Service Leave after 10 years of continuous service. You cannot cash in your leave instead of taking it.

Periods of unpaid leave or workers compensation are not part of continuous service and do not contribute to the accrual of Long Service Leave.

You may be entitled to pro rata long service leave after seven years of continuous service if you resign from your position prior to achieving ten years of service.

In the Northern Territory you are entitled to long service leave in accordance with the *Long Service Leave Act 1981 (NT)*.

Long service leave should be taken as soon as reasonably practicable after you become entitled to it.

### 7.3 COMMUNITY SERVICE LEAVE AND JURY DUTY

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 Leave is generally unpaid.

In the Northern Territory you may be eligible for payment for Jury Duty depending upon your employment status and the relevant legislation.

The Fair Work Ombudsman outlines that "full-time and part-time employees have to be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between

*any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked"*

Before paying make-up pay, TITEB may request evidence to show:

- that you have taken all necessary steps to obtain jury duty pay.
- the total amount of jury duty pay that has been paid or will be payable to the employee for the period.

If evidence can't be provided, you are not entitled to make-up pay.

#### **7.4 STUDY LEAVE**

As an employment and training based organisation, TITEB encourages its staff to undertake training and professional development. Staff need to discuss their needs with their Senior Manager and seek approval if the study or activity is during work time.

There is no guarantee that every request will be approved but each request will be assessed on its merits.

#### **7.5 TIME OFF**

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

Where possible, non work related 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.

#### **7.6 LUNCH AND OTHER BREAKS**

Based on their employment contract, employees are entitled to take a lunch break with a minimum of half an hour up to one hour each day. This allowance is inline with the National Employment Standards, employees are prohibited from working for more than 5 hours without a meal break.

#### **7.7 REGULAR ABSENCES FROM WORK**

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 TITEB.

In deciding whether your absence is acceptable, TITEB will take into account the reasons for your absences and the extent of them, including any absence caused by sickness or injury. TITEB has a commitment to service delivery and cannot operate with an excessive level of absence.

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.



## **8 TIME OFF IN LIEU**

### **8.1 INTRODUCTION**

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

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

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 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 ordinarily accrue as TOIL.

TOIL accrues at the following rate:

- one hour worked equals one hour of TOIL.

### **8.3 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 as accruing towards TOIL by management. If you are unsure whether additional hours will accrue as TOIL, you should seek clarification from management in advance.

### **8.4 PROCEDURE**

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

You must keep a record of any additional hours worked, by recording it progressively on your timesheet. 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', TOIL must be documented on a TITEB Leave Form so that hours can be credited / debited transparently.

Any TOIL must be taken at a mutually convenient time agreed between yourself and Line Manager, 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 FIRST AID ALLOWANCE**

In line with Northern Territory Work Health and Safety policies and legislation, we promote a safe and happy workplace environment. Staff who are nominated as a First Aid Officer are paid the Senior First Aid allowance to respond to any incident that that occurs requiring a First Aid response.

The allowance rate changes from year to year and is only payable whilst a Senior First Aid Certificate is current.

## 10 NON TITEB ACTIVITIES

### 10.1 BOARD MEMBERSHIPS

Prior to joining any external Board or Committee, all staff need approval from the CEO, an assessment of whether there is a conflict of interest for TITEB and any other potential risks will be conducted before approval is granted.

To seek approval, you will need to apply in writing, setting out the following information:

- The name of the organisation whose Board you are requesting to join.
- The primary business of the organisation.
- Identify any potential conflicts of interest (real or perceived) between the organisation and TITEB.
- The benefits of Board membership either personal or to TITEB.
- Your relationship with the organisation and how your request to join the Board came about.
- Frequency and expected duration of Board meetings.
- Whether Board membership is remunerated ie: do you get paid for attending meetings.
- Your plan to maintain your duties with TITEB and covering your absences to attend Board meetings and other Board related activities.

If approval is granted, you must provide the dates of meetings for the whole year to your line Manager to assist with planning your absences.

When attending meetings you must submit a Leave Form for either Leave Without Pay or Annual Leave and your attendance must be marked on your timesheet as the meetings take place. If Board membership is remunerated, then you must apply for Leave Without Pay.

Employees that are members of an external Board or Committee prior to commencing with TITEB, must disclose their membership and seek approval from the CEO to determine if the membership will be supported once employment with TITEB commences. If approved, as outlined above you must provide your line Manger with the dates off meetings for the whole year and must submit a Leave Form and record attendance on your timesheet as meetings occur.

Employees will not be approved for membership of more than two Boards at any one time with one being TITEB's preferred position.

### 10.2 VOLUNTEERING

#### Existing Staff

Employees who would like to volunteer their services during work time will need prior approval from the CEO. If approved, a Leave Form will be required for each time you attend a volunteering activity and the attendance recorded on your timesheet.

If the volunteering is being undertaken as a professional development opportunity in accordance with the requirements of your position with TITEB, this will still need to be approved by the CEO, however a Leave Form may not be required and attendance will need to be recorded on the timesheet.

#### Accepting Volunteers for TITEB

All Managers who consider using the services of a volunteer in their work area must submit a written request for approval by the CEO outlining the benefits to TITEB, the duration of the volunteering and what other logisitics or arrangements will be required. Applications to the CEO may be submitted via email.

All staff must be aware that volunteers that are approved to access our work areas must abide by TITEB policies and procedures and must have a current Ochre Card as well as an approved permit issued by the Tiwi Land Council.

## **11 PERSONAL AND SENSITIVE ISSUES**

### **11.1 COUNSELLING**

At TITEB, we are committed to supporting our employees to achieve a balanced and healthy work life. We support and encourage our employees to speak to their line manager or HR if they feel that workplace counselling will assist.

### **11.2 WHO IN TITEB TO TALK TO?**

To find out more about how to access counselling and other employee support services, please contact Human Resources at the Darwin office on 89415988.

## **12 SAFEGUARDS**

### **12.1 RIGHTS OF SEARCH**

TITEB 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 if we believe any wrong doing has occurred.

### **12.2 IT AND COMPUTER USE**

The following provides a framework to ensure that the expectations and rules relating to the use of IT equipment and the internet while performing duties for TITEB are clear.

Employees are encouraged to make use of the internet as a part of their professional activities. This includes, but is not limited to, accessing the internet on employer provided devices.

Attention must be paid to ensuring that any published information has relevance to normal professional activities before the material is released in TITEB's name. Where an employee's personal views are expressed a disclaimer stating that this is the case should be clearly added to the correspondence.

#### **12.2.1 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.

#### **12.2.2 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:

- prior to their introduction, any new software and applications must 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 or software will result in disciplinary action up to and including termination.

## 12.3 INTERNET USE

The following provides a framework to ensure that the expectations and rules relating to the use of the internet while performing duties for TITEB are clear. TITEB management has the right to access the system to check if private use is excessive or inappropriate or if employees have been accessing pornographic, gambling or other inappropriate sites.

Failing to comply with these instructions is an offence and will be subject to an appropriate investigation. In serious cases, the penalty for an offence, or repetition of an offence, may include dismissal. Employees need to be aware that some forms of internet conduct may lead to criminal prosecution.

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.
- engaging in computer hacking and other related activities, or attempting to disable or compromise the security of information contained on TITEB computers.

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

### 12.3.1 EMAIL

The use of the work email system is encouraged as its appropriate use facilitates efficiency. However, inappropriate use causes a number of problems, including distractions, time wasting and legal claims. The following sets out 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.**

This policy also applies to all employees, contractors and sub-contractors of TITEB who:

- have an active profile on a social or business networking site such as LinkedIn, Facebook, Instagram, Twitter and Snapchat.
- write or maintain a personal or business' blog, and or;
- post comments on public and or private web-based forums or message boards or any other internet sites.

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.
- be aware that offers or contracts transmitted by email are as legally binding on TITEB as those sent on paper.

All emails sent must include the approved business disclaimer.

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 including any email that contains gossip about colleagues or could be offensive, demeaning, irritating, threatening or defamatory.
- personal use (eg social invitations, personal messages, jokes, cartoons, chain letters or other private matters).
- on-line gambling.
- accessing or transmitting pornography.
- social media that is not work related.
- transmitting copyright information and or any software available to the user.
- posting confidential information about other employees, TITEB or its customers or suppliers.
- pretending to be another person, or using another persons computer or email without permission.

### 12.3.2 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.
- 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.

### 12.3.3 RESPONSIBLE USE OF SOCIAL MEDIA

TITEB expects its employees to maintain a certain standard of behaviour when using Social Media for work or personal purposes.

TITEB acknowledges its employees have the right to contribute content to public communications on websites, blogs and business or social networking sites not operated by TITEB. However, inappropriate behaviour on such sites has the potential to cause damage to TITEB as well as its employees, clients, business partners and or suppliers.

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

TITEB employees, must agree to not publish any material, in any form, which identifies themselves as being associated with TITEB or its clients, business partners or suppliers. 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 a TITEB device or their own personal device) during work time. Any breach of this policy will be considered serious and may result in disciplinary action.

Employees must also refrain from posting, sending, forwarding or using, in any way, any inappropriate material including but not limited to material which:

- is intended to (or could possibly) cause insult, offence, intimidation or humiliation to TITEB or its clients, business partners or suppliers.
- is defamatory or could adversely affect the image, reputation, viability of TITEB, or its clients, business partners or suppliers.
- contains any form of Confidential Information relating to TITEB, its clients, business partners or suppliers.

This policy applies to all employees, contractors and sub-contractors of TITEB who contribute to or perform duties such as:

- maintaining a profile page for TITEB on any social or business networking site (including, but not limited to, LinkedIn, Facebook, Instagram, Twitter and Snapchat).
- making comments on such networking sites for and on behalf of TITEB.
- writing or contributing to a blog and or commenting on other people's or business' blog posts for and on behalf of TITEB.
- posting comments for and on behalf of TITEB on any public and or private web-based forums or message boards or other internet sites.

No employee, contractor or sub-contractor of TITEB is to engage in Social Media as a representative or on behalf of TITEB unless they first obtain written approval from the CEO. Employees must act in a professional manner at all times and in the best interests of TITEB.

All employees must ensure they do not communicate any of the following:

- confidential information relating to TITEB, its clients, business partners or suppliers;
- material that violates the privacy or publicity rights of another party.
- information, (regardless of whether it is confidential or public knowledge), about clients, business partners or suppliers of TITEB without their prior authorisation or approval to do so; on any social or business networking sites, web-based forums or message boards, or other internet sites.

Confidential Information includes any information in any form relating to TITEB and related bodies, clients or businesses, which is not in the public domain.

**All employees must comply with this policy. Any breach of this policy will be treated as a serious matter and may result in disciplinary action including termination of employment.**

## 12.4 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.
- 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.



## 13 STANDARDS

### 13.1 WASTAGE

TITEB maintains a position promoting "minimum waste", which is essential to the cost-effective and efficient running of the business.

All employees are able to promote this position 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 sided printing, including re-using scrap paper where possible.
- asking for other work if your job has come to a standstill.
- start with the minimum of delay after arriving for work and after breaks.

#### **In addition:**

- 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 TITEB the full or part replacement cost.
- in the event of an at fault accident whilst driving a TITEB vehicle 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.

### 13.2 DRESS AND APPEARANCE

Consistent with the culture of TITEB, you will be expected to present a professional image with regard to your appearance. Standards of dress and excellent standards of personal hygiene are to be maintained 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 line 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 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 appropriately. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear or equipment is your responsibility. PPE must be used and maintained in accordance with the manufacturers specifications.

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.

## **14 GENERAL TERMS AND PROCEDURES**

### **14.1 CHANGES IN PERSONAL DETAILS**

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

### **14.2 SECONDARY EMPLOYMENT**

TITEB expects all employees to devote the whole of their time and attention during working hours to our business. If you propose taking up additional employment with another 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.
- 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 prior to commencing with TITEB you must advise us 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.

### **14.3 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 any actual or potential conflict of interest. Such action may include, transfers, reassignments, changing of shifts or any action TITEB deems appropriate including termination of employment.

### **14.4 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 Credit Card, Debit Card and or bank account is limited to business related expenses and is completed in a safe and secure manner.

### **14.5 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.*

### **14.6 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.

## **14.7 BEHAVIOUR AT WORK**

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

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

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

## 15 WHISTLE-BLOWERS

If you believe that TITEB or any of its officers or employees are 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.
- concealing any information relating to the above.

You should, in the first instance, report your concerns to your Manager 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 CEO. If you are still not satisfied, you can raise the matter with the appropriate organisation or body, e.g. the Police, the Environmental Protection Agency or NT Work Safe.

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 (e.g. matters have been raised for malicious reasons or in pursuit of a personal grudge), then you may be subject to disciplinary action up to and including termination.

## **16 CAPABILITY PROCEDURE**

### **16.1 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.

### **16.2 JOB CHANGES AND 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.

### **16.3 PERSONAL CIRCUMSTANCE AND HEALTH ISSUES**

Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (e.g. 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 easily be obtained by asking your own doctor for a medical report. Your permission will be needed before we can obtain such a report and we will expect you to co-operate 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 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.

### **16.4 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.

## **17 DISCIPLINARY PROCEDURE**

### **17.1 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 TITEB's 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 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 quickly 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 of your choice 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.
- 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.

### **17.2 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.

### **17.3 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 Workplace Health and Safety policies and procedures and your general workplace health and safety responsibilities.
- engaging in activities or actions that 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 or inappropriate 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 immediately report any damage to property or premises caused by you.
- unapproved use of TITEB vehicles or private use of our commercial vehicles without authorisation.
- failing to report any incident that occurs while driving a TITEB vehicle, whether personal injury or vehicle damage occurs or not.



- 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 vehicles or the use of TITEB vehicles for personal gain.
- loss of driving licence where driving on public roads forms an essential part of the duties of the role.

This list is not exhaustive.

#### 17.4 SERIOUS MISCONDUCT

Occurrences of serious misconduct are significant because the penalty may be termination without notice, 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 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.
- breaches of TITEB's Workplace Health and Safety policies and procedures and your general workplace health and safety responsibilities.
- engaging in any action or activity that endangers the lives of, or may cause serious injury to, employees or any other person.

#### 17.5 DISCIPLINARY PROCEDURE

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

Offence	1 <sup>st</sup> occasion	2 <sup>nd</sup> occasion	3 <sup>rd</sup> occasion	4 <sup>th</sup> 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 to summary termination. This option might be used in circumstances where a TITEB 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.

## **17.6 DURATION OF WARNINGS**

### **Formal verbal warning**

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

### **Written warning**

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

### **Final written warning**

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

## **17.7 GENERAL NOTES**

Employees in a Supervisory or Managerial position may be demoted to a lower level or status at the appropriate rate of pay 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.

## 18 GRIEVANCES

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

A grievance occurs when an employee feels they have exhausted their avenues to have an issue resolved.

If you feel aggrieved over any matter relating to your work, in the first instance you should 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 where your grievance will be considered fully. You must take all reasonable steps to attend this meeting and you will be notified of the decision and outcome in writing, normally within ten working days of the meeting.

Employees are encouraged to informally raise any matter they may wish to mention with their Manager. 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.

## 19 DEALING WITH CHALLENGING BEHAVIOURS (CLIENTS)

Challenging behaviour is any behaviour that a reasonable person would consider unacceptable or hostile and that creates an intimidating, frightening, threatening, offensive or physically dangerous situation in the workplace or other location.

Challenging behaviours may occur for a number of reasons, so it is in your best interest to be alert to potential circumstances that may trigger such behaviour.

Every site must have an Incident Management Plan in place that outlines:

- Strategies to notify other staff and receive support in handling the incident.
- Arrangements for involving a more senior or experienced staff member in discussions with a job seeker.
- Arrangements for involving a staff member(s) with relevant background and or language skills or the use of interpreters.

Where staff assess that people and or property are at risk and that negotiation or discussion is not an option (e.g. an incident is already occurring), you should immediately contact police for support and implement the relevant part of your Incident Management Plan.

### 19.1 WHAT TO SAY AND DO:

- Stay calm and avoid raising your voice.
- Be polite but speak with firmness and authority. Speech speed, voice volume and body language can influence behaviour.
- Explain things clearly and give the person enough time to think about the situation and what has been said.
- Do not make promises that cannot be kept.
- If an incident relating to the delivery of service occurs outside the office, staff member(s) should withdraw from the situation if they consider their personal safety is being compromised.
- Direct the person away from other people to a quieter area where there is no 'audience'. However, personal safety should always be considered and staff should avoid isolating themselves in an office or room without appropriate exits.
- Maintain a safe distance from the person – distance will vary depending on the assessment of the risk to personal safety.
- Deal with the facts when addressing the concerns and focus on what can be done to help the person.
- Ensure the person knows they are being listened to and paid attention to by paraphrasing their concerns.
- Offer concessions or alternative assistance where this is appropriate.
- If the behaviour is, or is becoming unacceptable the person should be warned of the consequence of such behaviour.
- Spell out the next step(s) in resolving the issue(s). If uncertain of the next steps, and if appropriate, consider asking the person to come back later when the you have had time to consider the issue and or to consult with others on options.

### 19.2 FOLLOWING AN INCIDENT

Once a situation has been resolved, or has been de-escalated to a point where all parties are comfortable you should:

- Follow your Incident Management Plan.
- Report and record the incident (in accordance with the instructions provided in the 'Incident Form').
- Review the Incident Management Plan and add steps with lessons learnt (what worked, and what did not work).

## 20 PERSONAL AND PRIVATE INFORMATION

The Privacy Act does not apply to TITEB in regards to any acts which directly relate to:

- the employment relationship between TITEB and the employee.
- an employee record held by TITEB.

TITEB treats the handling of your personal information very seriously, accordingly we aim to ensure the protection of your privacy in relation to the handling of your personal information.

### 20.1 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your employment with TITEB. 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 an employee's:

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

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

### 20.2 YOUR RESPONSIBILITIES

Every employee is responsible for the appropriate handling of personal and private information and to prevent unlawful disclosure.

If you have access to any personal or private information belonging to another employee or a client of TITEB, you must not use or disclose the information, except to the extent that it is required, authorised or permitted under law.

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

### 20.3 BREACH

Any action in breach of this of the TITEB Privacy Policy may result in disciplinary action being taken and depending on the nature can result in termination.

## **21 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

TITEB recognises that discrimination is unacceptable and, although equality of opportunity has been a long standing feature of our practices and procedures, we have made the decision to adopt a formal Access and Equity 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 person associated with the organisation 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 employees, private contractors, clients and stakeholders reminding them of their responsibilities.

TITEB will endeavour to maintain a neutral workplace in which no one feels under threat or intimidated.

### **21.1 RECRUITMENT AND SELECTION**

The recruitment and selection process is crucially important to the principles of equal opportunity. 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 the 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 the policy.

## 22 MOTOR VEHICLES

### 22.1 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 your duties, the motor vehicle is considered to be a workplace and TITEB recognises it has health and safety obligations in respect of this. TITEB will ensure that company motor vehicles are registered and insured in accordance with the relevant legislation.

You must at all times comply with the conditions set out in this Handbook. It is your responsibility to see that any TITEB motor vehicle is not used by anyone other than authorised persons.

If you are driving a motor vehicle with TITEB branding on display, you are representing the company and 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.

### 22.2 USE OF FLEET VEHICLES

All TITEB motor vehicles are part of the 'Fleet' pool (except the CEO vehicle). Fleet vehicles are available use by TITEB staff only and are generally only available for work purposes and are not to be used for personal use during the week or weekends. It is understood that on the Tiwi Islands, Managers may home garage the vehicles and use the vehicles on the weekends but only in accordance with the conditions set out below.

Drivers must hold an appropriate and current NT Driver licence. A copy of the driver's licence must be provided to the company prior to driving. Authorised drivers must notify their manager or an appropriate staff member immediately if their licence is cancelled or suspended.

Only TITEB employees may drive the 'Fleet' cars. At times permission may be granted to Board Members to use a vehicle for a short period only.

### 22.3 DRIVER OBLIGATIONS

TITEB employees who drive company vehicles must adhere to the following rules.

- All TITEB staff who drive as part of their position are required to supply a copy of their current NT Drivers Licence to Human Resources.
- Drive safely at all times.
- Zero alcohol and any other substances (termination will apply).
- Respect traffic laws and fellow drivers.
- If applicable, wear glasses or contacts when driving in accordance with your license specifications.
- Smoking is not permitted in any vehicles.
- Check the car regularly to ensure fuel, tyre pressure and all fluids are at appropriate levels.
- Report any damages or problems to your Manager.
- Avoid parking infringements and traffic violations that may result in fines. If infringements and therefore fines occur, report them immediately to your Manager. You will be personally responsible for any fines and will need to ensure that you advise the Police that you were driving.
- Only TITEB staff and legitimate clients of TITEB are allowed in the 'Fleet' vehicles.
- Users of the car must refrain from having family members in the vehicles during working hours.
- Employees who are fatigued and or sick should avoid driving if they feel their driving ability is impaired.
- No using mobile devices including phones or texting whilst driving.
- Do not leave a car unlocked, unattended or parked in dangerous areas.
- Do not allow unauthorized people to drive a 'Fleet' vehicle.
- Report any accidents or other incidents immediately to your Manager
- Disclose to your manager if your licence is disqualified.

## **22.4 LOGBOOKS AND CAR BOOKING REGISTER**

Managers need to ensure that all TITEB 'Fleet' vehicles under their responsibility have a properly maintained and completed logbook. Drivers must record the purpose of each journey in the book including the date and time of the trip and the opening and closing odometer readings.

Managers must ensure that vehicles are booked prior to use and that the booking register is completed. Administration staff for each office will need to take bookings and complete the motor vehicle bookings register.

## **22.5 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.
- 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).

## **22.6 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.

## **22.7 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.

## **22.8 CLEANING AND MAINTENANCE**

When you drive a TITEB vehicle, it is your responsibility to ensure that it is kept clean, tidy and free from rubbish and personal items at all times and that it is returned to TITEB in that condition after use. Smoking in TITEB vehicles is not permitted.

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

Before you use one of the 'Fleet' 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.



## **22.9 FUEL CARDS**

Unless contrary arrangements exist in writing, we will only reimburse you for fuel and oil used on company 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.

## **22.10 FINES**

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

## **22.11 ACCIDENT PROCEDURE**

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

## **22.12 THEFT OR 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 TITEB should be notified immediately.

Please note that only TITEB property is insured 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.

## **22.13 PERMITTED USE**

Subject to the restrictions already stipulated, TITEB 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 motor sport, including racing, rallying or pace making, whether on a public road or on private land.

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

## **22.14 PERSONAL LIABILITY**

In the event of any accident whilst driving one of TITEB's vehicles or where any damage to a vehicle is due to your negligence or lack of care, TITEB 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 your approval to use TITEB vehicles being withdrawn.

## **22.15 GPS**

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

Where a TITEB 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.

TITEB 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.

## **23 GENERAL WORKPLACE PROCEDURES**

### **23.1 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.

### **23.2 GENERAL**

Management and employees must ensure:

- no plant, equipment or safety device (including PPE) is altered or removed from the workplace without management authority.
- all safety signs, policies and procedures are complied with in full.
- illegal drugs are not brought into, or used, in the workplace.
- persons affected by alcohol or drugs are not permitted to access, or remain at the workplace.
- they wear and use any personal protective equipment and clothing issued for your protection at all appropriate times.

### **23.3 HOUSEKEEPING**

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

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

- ensuring emergency exits, thoroughfares and pedestrian access and egress 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.
- ensuring all work, communal areas and facilities are kept clean and tidy at all times.

### **23.4 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 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.

### **23.5 FITNESS FOR WORK**

If you arrive for work and, in your Supervisor or Managers opinion, you are not fit to work, TITEB reserves the right to exercise its duty of care, particularly where we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others.

If this is the case, 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.

## 24 BULLYING AND HARASSMENT

### 24.1 INTRODUCTION

TITEB 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 peoples 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.

The following serves to inform workers of the type of behaviour that is unacceptable and to provide procedural guidance.

We recognise that we have a duty of care and all employees are expected to comply.

### 24.2 HARASSMENT

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.
- abusive, threatening or insulting words or behaviour.
- gossiping and malice towards other employees or external stakeholders.

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 TITEB disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with TITEB.

### 24.3 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.
- 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 TITEB disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with TITEB.

## **24.4 BULLYING AND HARASSMENT COMPLAINTS PROCEDURE**

### **24.4.1 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.

### **24.4.2 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.
- 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.

### **24.4.3 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 TITEB disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with TITEB.

## **25 DRUGS AND ALCOHOL**

### **25.1 ZERO TOLERANCE**

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

Non-compliance 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 TITEB.

TITEB recognises that alcohol and other drug dependencies are treatable conditions, and encourages those persons who may be subject to such dependency to seek assistance from appropriate support groups.

Employees 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.

### **25.2 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 from the prescribing Doctor stating that you are fit for work or specifying any restrictions.

### **25.3 SCREENING**

TITEB 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. TITEB 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 TITEB. 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.
- are in possession of illegal drugs for supply or consumption in the workplace or a TITEB vehicle.

This list is not exhaustive.

If as a part of your duties with TITEB you perform work on a clients 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.

### **25.4 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 as a part of your duties with TITEB you perform work on a clients site, you must adhere to all relevant client site-specific policies and procedures regarding smoking.

## **26 GAMBLING AND STEALING**

### **26.1 GAMBLING**

Under no circumstances are employees to gamble during work hours. If you gamble in your own time, we respect that choice. The wearing of TITEB uniforms is not allowed at any time when gambling, this includes when you are gambling in your free time. Gambling during work time is considered a serious work performance issue and will be treated as such. You may receive a warning letter or even be terminated if it becomes an ongoing work issue.

### **26.2 STEALING**

Not only is stealing a state and federal offence, but if you steal from TITEB, it is considered a trust issue. Depending on the seriousness, it will be reported to the Police and you may be charged and need to attend court. Stealing may result in instant termination of your employment.

## **27 TERMINATION OF EMPLOYMENT**

### **27.1 RESIGNATIONS**

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

### **27.2 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.

### **27.3 RETURN OF EMPLOYER PROPERTY**

On the termination of your employment, you must return all TITEB 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.

Outstanding items or property of TITEB that are not returned will have final payment withheld until such time as they are returned.

All TITEB property should be returned directly to management and not through a third party.

### **27.4 RETURN OF VEHICLES**

On termination of your employment, you must return any TITEB 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.

### **27.5 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.



## 28 ACKNOWLEDGEMENT FORM

I \_\_\_\_\_ (please print name) acknowledge that I received a copy of this Tiwi Island Training and Employment Board Employee Handbook

- I have independently read it and agree to comply
- The contents have been explained and I agree to comply

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Witnessed By

Name: \_\_\_\_\_

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

