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# Policies Manual

July 2025



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### **Contents**

Welcome to the Mills Recruitment policies manual .....	4
Mills Recruitment history .....	4
Definitions.....	5
Attendance and absenteeism .....	6
Code of conduct.....	7
Confidentiality .....	11
Dress standards policy.....	11
Drug and alcohol policy .....	12
Emergency contact information .....	14
Employee assistance program (EAP) .....	14
Employee performance and misconduct.....	16
Fitness for work policy.....	17
Hours of work and overtime .....	17
Internet, email and computer use policy .....	20
Social media policy.....	22
Social Media for Personal Purposes.....	23
Leave policies .....	24
General Definitions .....	24
Core Leave Types (Australia and New Zealand).....	24
Mobile phones and phone calls at work.....	27
Notice, termination and redundancy.....	28
Offers of employment by host employers .....	29
Office closure .....	30
Outside appointments .....	30
Eligible Employees .....	30
Personal protective equipment and tools.....	31
Personal property.....	32
Policies of host employers.....	32
Privacy.....	32
Probationary reviews.....	33
Public holidays .....	33



Public transport strikes .....	33
Reimbursement of expenses .....	33
Religious holidays .....	34
Remote site employment (FIFO) .....	34
Rest breaks.....	35
Remuneration.....	36
Smoke free environment.....	39
Travel insurance .....	40
Vehicle use .....	40
Whistle-blower policy .....	42
Workplace behaviour policies .....	44
Workplace health and safety (WHS) .....	49
Document Control.....	51



## Welcome to the Mills Recruitment policies manual

This manual is important and provides information on the general terms and conditions of your employment/engagement, safety, your responsibilities and the support that you can expect from Mills Recruitment. Please read the manual carefully and if you have any queries, then do not hesitate to seek clarification from your Recruitment Consultant.

Mills Recruitment welcome any suggestions you may have to improve our service to both our clients, independent contractors and employees. Please direct your suggestions to the Recruitment Consultant you are in contact with.

## Mills Recruitment history

Mills Resources was founded in 2010 in response to increasing demand within the Australian market for a specialised and professional approach to white-collar recruitment. Initially focused on the mining, engineering, and oil and gas industries, the company quickly established itself as a trusted name in high-quality recruitment solutions across these critical sectors.

In May 2016, Mills Resources took a major step forward by acquiring Gem Recruitment, a boutique agency well-regarded for its work with blue-chip clients across administrative and professional roles. This acquisition broadened our scope and deepened our expertise in permanent and casual workforce solutions. That same year, we launched Trusted Labour to address growing needs in the blue-collar building and construction industries across Australia, further diversifying our service offering.

In November 2020, coinciding with our 10-year anniversary, Mills Resources and Trusted Labour were unified under a single, stronger brand: **Mills Recruitment**. This rebrand represented not only a consolidation of our services but also a renewed commitment to delivering comprehensive recruitment solutions across white- and blue-collar markets.

In early 2023, we expanded our capability with the acquisition of **Orebody Mining Services**, a strategic move that significantly strengthened our position in the mining services sector. Building on this momentum, Mills Recruitment took its first step into the global market in 2024 with the establishment of our **Singapore division**. This marked the beginning of our international journey and positioned us to serve a broader Asia-Pacific client base.

In 2025, we achieved another key milestone with the launch of our **New Zealand division**, based in Christchurch. With strong personal and professional ties to the region, this division focuses on agriculture and construction, further expanding our trans-Tasman footprint and diversifying our recruitment capabilities.



Building on our successful entry into Singapore, we continued our Southeast Asia expansion in 2025 into **Malaysia** and the **Philippines**. These strategic locations enhance our access to high-quality talent pools and enable us to support our regional clients more effectively. With these additions, Mills Recruitment is now firmly positioned as a recruitment partner of choice across Australasia and Southeast Asia.

Throughout our growth, Mills Recruitment has remained grounded in the principles that shaped our beginnings: building close, effective, and enduring relationships with both clients and employees. We are committed to understanding your goals and aligning opportunities that help you thrive professionally. Each engagement is the foundation of a long-term partnership, built on mutual success.

We continue to support our workforce with a proactive and responsive approach, ensuring every assignment is met with the same dedication, care, and attention to detail that defines the Mills Recruitment standard. Our flexibility, rigorous selection processes, and consistent delivery of exceptional results make us a trusted partner in driving professional growth and business success across all the regions we serve.

## Definitions

For the purposes of the Mills Recruitment Policies Manual, the following definitions apply:

### General Terms

**“You”, “Your”, or “Worker”** Refers to individuals engaged by any Mills Recruitment entity, whether as an employee or an independent contractor. This includes:

- **Mills Corporation Pty Ltd** (Australia)
- **Mills Recruitment Pte. Ltd** (Singapore)
- **Mills Recruitment Limited** (New Zealand)

Some policies outlined in this manual apply only to **employees**, not independent contractors. Specifically, entitlements such as:

- Wages and remuneration schemes
- Superannuation/KiwiSaver/EPF/CPF/EPF contributions
- Paid and unpaid leave entitlements
- Statutory taxation and local levies obligations

### Employment Types

**“Employee”** An individual hired under a formal contract of employment, which may be:

- **Permanent**
- **Casual** (see below)
- **Fixed-term**, also referred to in Australia as “maximum-term” or “fixed-task” contracts

These employees may be eligible for region-specific benefits and statutory protections.



### **“Casual Employee” (Australia) / “Casual Worker” (New Zealand) or “Project-based Employee” (Philippines/Malaysia)**

An employee engaged on an irregular or ad-hoc basis, typically for short-term or project-based assignments, with no guarantee of ongoing work. Common in client-facing or on-demand roles.

### **“On-hire Employee” (Australia) / “Labour-hire Worker” (New Zealand) or “Deployed Staff” (Singapore, Malaysia, Philippines)**

A legally employed worker placed with a **host employer** to perform services on a temporary basis under specific hours or tasks. The employment relationship remains with Mills Recruitment.

## **Contracting Terms**

### **“Independent Contractor”**

An individual or business engaged under a **contract for services** rather than an employment contract. Characteristics include:

- Operating through an entity with a **valid business registration**.
- Responsibility for their own tax obligations, pension fund contributions, and any applicable statutory levies.
- Maintain their own insurances
- Supply their own tools and materials

Regional notes:

- **Australia:** Must have an ABN; responsible for GST, superannuation (where applicable), and insurances.
- **New Zealand:** Must have an NZBN; responsible for tax and **ACC levies**
- **Singapore:** Must have a UEN; responsible for **CPF** contributions (if applicable) and taxation
- **Malaysia:** Must be registered with SSM; responsible for **EPF, SOCSO**, and **EIS** (if applicable)
- **Philippines:** Typically **DTI-registered** sole proprietorship or **SEC-registered** corporation; responsible for **SSS/PhilHealth/Pag-IBIG** and taxation.

## **Organisational Terms**

### **“Mills Recruitment”, “Company”, or “Employer”**

Means the entity that has engaged the individual. This may be:

- **Mills Corporation Pty Ltd** (Australia)
- **Mills Recruitment Pte. Ltd** (Singapore)
- **Mills Recruitment Limited** (New Zealand)

### **“Host Employer” or “Client”**

Refers to third-party businesses or organisations where the worker performs their duties under the direction or supervision of the host. Common in on-hire or project-based arrangements.

## **Attendance and absenteeism**

Your **standard hours of work** are detailed in your:

- **Assignment Agreement** (for employees)
- **Independent Contractor Agreement** (for contractors)

If you are **unable to attend work due to illness, emergency, or other unforeseen circumstances**, you must:

1. **Notify your Manager and Mills Recruitment Consultant** as early as possible, and:
2. **No later than 8:00 AM local time, prior to the start of your scheduled shift.**



To report your absence, **call your Mills Recruitment Consultant directly** on their mobile number. Contact details are available on the **Mills Recruitment website**.

Once informed, **Mills Recruitment will notify the host employer** and make suitable arrangements for coverage for that day or the remaining period of the assignment.

#### **Important Notes by Region:**

##### **Australia & New Zealand**

- You **may be required** to submit a **medical certificate** or **statutory declaration** for any absence **exceeding one day**, or **as requested by your Consultant or Host Employer**.
- For **casual or on-hire roles**, repeated unnotified absences may affect your eligibility for future assignments.

##### **Singapore & Malaysia**

- To qualify for **paid sick leave** or statutory medical entitlements, you **must** provide:
  - A **Medical Certificate (MC)** issued by a **registered medical practitioner**, and
  - Any additional documentation requested by Mills Recruitment or the Host Employer.
- Absences without valid documentation will be treated as **unpaid or unauthorized leave** under MOM (Singapore) or SOCSO/EPF (Malaysia) compliance rules.

##### **Philippines**

- Under DOLE regulations, **SSS and employer obligations** require that any medical-related absence be supported by:
  - A **Medical Certificate**, and
  - A **notice of incapacity** if extended leave is required.
- Failure to notify in accordance with company procedure may result in **deduction of pay** or disciplinary action.

## **Code of conduct**

Mills Recruitment expects all **workers and contractors** to uphold the highest standards of **professionalism, integrity, and legal compliance** while performing duties on behalf of the company or at client premises.

This includes ensuring that:

- All **legal, statutory, and regulatory requirements** in the relevant jurisdiction (Australia, New Zealand, Singapore, Philippines or Malaysia) are met.
- The **host employer's workplace policies and procedures** are followed, including those related to safety, confidentiality, and IT usage.
- Any applicable **industry or professional codes of conduct** are respected, particularly when workers are engaged in regulated sectors such as healthcare, finance, education, or engineering.
- Workers behave in a manner that **reflects positively on Mills Recruitment** and fosters a **respectful, inclusive, and safe work environment**.

**Breaches of this code**, including misconduct, negligence, harassment, or non-compliance with health and safety rules, may result in disciplinary action or termination of assignment/contract.



## Protect your position of trust

Mills Recruitment expects all workers—whether employees or independent contractors—to uphold the highest standards of professional conduct and loyalty. All time, skills, and efforts during working hours must be directed toward the interests of Mills Recruitment and its clients. Activities that conflict with or distract from these interests are strictly prohibited. Specific circumstances or requirements include:

### Bribery and corruption

**Bribery** involves offering, giving, accepting, or soliciting anything of value to improperly influence a decision or outcome. This may include:

- Money (cash, shares, gift cards)
- Gifts
- Entertainment or hospitality beyond standard business practice
- Sponsored travel or accommodation

**Corruption** refers to dishonest actions that misuse one's role, power, influence, or trust to gain undue personal or business advantages. This includes:

- Kickbacks
- Facilitation payments
- Money laundering schemes

#### You must not:

- Offer, accept, or facilitate bribes under any circumstances
- Make or accept facilitation payments, even if customary in some regions
- Engage in corrupt activities or transactions
- Use a third party or intermediary to circumvent anti-bribery rules

**Reporting obligations:** Any suspicions of bribery or corruption must be reported immediately to:

- Your Mills Recruitment Manager,
- The whistleblower contact at the host employer, or
- The **Director of Mills Recruitment**

### Conflict of interest

A **conflict of interest** arises when your personal interests or external obligations could interfere with your duties to Mills Recruitment or create the appearance of bias.

#### Employees You must not:

- Hold other employment or consulting roles with a Mills Recruitment **client, host employer, supplier, or competitor** without written approval from the Director.
- Invest in competitor or client businesses if it could affect your impartiality or duties.
- Take on external work that reduces your effectiveness or implies representation of Mills Recruitment.

**Outside employment** requires prior written approval from both:

1. Your Manager, and
2. The Director of Mills Recruitment

**Independent Contractors** While external work is permitted, you must disclose:

- Any engagement of a similar nature to your Mills Recruitment contract,
- Any assignment that may raise concerns of conflict.

These must be declared to both your **Manager** and the **Director of Mills Recruitment** to ensure transparent risk management.



**Non-disclosure** of a conflict of interest is considered a serious breach and may lead to disciplinary or legal consequences.

### Insider trading

You must not trade in:

- **Securities, property, or assets,**
- Based on **non-public**, confidential information gained through your work with Mills Recruitment or a host employer.

Insider trading is illegal under Australian, New Zealand, and Singaporean law, and could carry criminal penalties.

### Acceptance of business courtesies

You must not accept:

- Gifts, entertainment, or benefits that could be perceived as influencing your decisions or actions,
- Anything of more than **nominal value** without approval.

#### Acceptable courtesies include:

- Unsolicited, modest gifts (e.g. pens, notepads),
- Occasional meals or drinks directly tied to business interactions,
- Hospitality that is customary, reasonable in value, and infrequently provided.

If in doubt, seek guidance from your manager or the Director before accepting.

### Confidentiality

You are required to:

- Maintain strict confidentiality regarding Mills Recruitment, clients, and host employers,
- Avoid discussing sensitive matters in public places (e.g., cafés, public transport),
- Never disclose confidential information to unauthorised third parties without approval.

Confidential information may include:

- Commercial strategies
- Candidate data
- Client projects
- Operational policies

Even casual conversations with family or friends can constitute a breach.

### Data Privacy

Mills Recruitment complies with all applicable data privacy laws, including:

- **Australia:** Privacy Act 1988
- **New Zealand:** Privacy Act 2020
- **Singapore:** Personal Data Protection Act (PDPA)
- **Malaysia:** Personal Data Protection Act 2010 (PDPA)

Personal data includes:

- Names, contact details, addresses
- Identification numbers
- Sensitive information (e.g. health, financial status)

You must:

- Follow the Mills Recruitment Privacy Policy
- Never disclose, transfer, or store personal or sensitive data improperly
- Ensure information collected during assignments is securely handled



## Non-Compliance

Violations of these standards may result in:

- Disciplinary action, including **termination of employment or engagement**
- **Referral to authorities** where legal breaches occur
- Permanent removal from future assignments with Mills Recruitment

## Business conduct

All Mills Recruitment workers—whether employees or independent contractors—are expected to maintain the highest standard of ethical behaviour. These expectations are mandatory and must be upheld without exception:

- **Compliance with all Laws and Regulations:** You must comply with all applicable national, regional, and local laws, including but not limited to:
  - Fair Work Act 2009 (Australia)
  - Employment Relations Act 2000 (New Zealand)
  - Employment Act 1955 (Malaysia)
  - Employment Act 1968 and associated amendments (Singapore)
- **Honest Business Dealings:** Interact with clients, suppliers, host employers, and colleagues in a professional, honest, transparent, and ethical manner at all times.
- **Respectful Behaviour:** Mills Recruitment enforces a zero-tolerance policy against:
  - Harassment
  - Bullying
  - Discrimination
  - Victimisation
- **Appropriate Use of Company Resources:** All equipment and property (e.g., phones, computers, photocopiers) provided by Mills Recruitment or the host employer must be used solely for business purposes. Personal use is prohibited unless expressly authorised.
- **Accurate Records and Accounts:** Ensure all financial records and transactions are:
  - Accurate and truthful
  - Properly authorised
  - Compliant with local accounting and taxation standards
- **Health and Safety:** You are required to comply with all health and safety regulations, including:
  - Work Health and Safety Act 2011 (Australia)
  - Health and Safety at Work Act 2015 (New Zealand)
  - Workplace Safety and Health Act (Singapore)
  - Occupational Safety and Health Act 1994 (Malaysia)
  - Occupational Safety and Health Standards (Philippines)

Immediately report any unsafe practices or incidents to your manager or Recruitment Consultant.

Breaches of Mills Recruitment’s Business Conduct guidelines can result in disciplinary action, including formal warnings, demotion, or termination of employment or contract agreements. Severe breaches may also be reported to relevant law enforcement agencies for further action. Mills Recruitment will not be liable for any fines, penalties, or legal consequences resulting from negligent, dishonest, or unlawful actions by workers.



## Confidentiality

Throughout your employment or contract, you may receive or have access to confidential or commercially sensitive information, which may pertain to, Mills Recruitment operations, Host employers, Clients, suppliers, or third parties.

You must not:

- Use, publish, or disclose confidential information
  - Authorise others to use, publish, or disclose such information
- Unless prior written consent** is given by the **Director of Mills Recruitment** or your **host employer's manager**.

Confidential information may include:

- Business operations or plans
- Worker or client data
- Market research
- Financial reports and audits
- Technical data, manuals, passwords, or credentials

Your duty to preserve confidentiality continues **after your employment or engagement ends**. You are expected to take all reasonable steps to protect such information.

## Dress standards policy

Professional appearance is essential to uphold the reputation of Mills Recruitment and its client partnerships. This policy applies to all Mills Recruitment workers—white-collar and blue-collar—whether on-site or working remotely.

### Acceptable Attire

- Clothing must be **neat, clean, ironed (if appropriate)**, and suitable to the nature of the role.
- If provided, uniforms must be **worn during all working hours** and maintained in good condition.
- Dress should always prioritise **health and safety**.

**Casual dress policies** may be adopted by certain host employers. Even in these cases, attire must remain tidy, appropriate, and respectful—particularly during remote meetings.

### Unacceptable Attire

**For White-Collar Roles:**

- Torn, stained, or unkempt clothing
- T-shirts with slogans or graphics
- Denim, crop tops, or strapless garments
- Shorts, sweatpants, low-slung trousers
- Sneakers, sandals, or bare feet
- Baseball caps, beanies, or casual hats

**For Blue-Collar Roles:**

- Same as above, with additional restrictions on clothing that may create safety hazards



## Workplace Safety Considerations

- **Jewellery:** Items that may get caught in machinery (e.g., rings, chains) are not permitted.
- **Hair:** May need to be tied back or covered with a hair net, depending on the role.
- **Piercings:** Must not pose health or safety risks. Minimal facial piercings are acceptable if not customer-facing.
- **Tattoos:** Must be covered if offensive or if required by the host employer. Cultural body art is excluded from this restriction.

## Exemptions and Cultural considerations

Mills Recruitment respects:

- Cultural and religious dress practices
  - Participation in workplace initiatives (e.g., Jeans for Genes Day)
- Please discuss any specific clothing needs with your Manager or Recruitment Consultant in advance.

## Dress Code Breaches

If your attire is deemed inappropriate:

1. You will be informed of the issue and given an opportunity to respond.
2. Mills Recruitment will offer guidance and, where appropriate, request corrective action.

Final discretion rests with Mills Recruitment, but **reasonable accommodations** will be made wherever needed. Repeated or serious violations may result in **disciplinary action**.

## Drug and alcohol policy

Mills Recruitment is committed to ensuring a safe, healthy, and productive work environment for all workers. The use of alcohol or drugs in the workplace can impair judgement, reduce alertness, and increase the risk of workplace incidents or injuries. As such, all workers are expected to present fit for work—physically, psychologically, and emotionally—throughout their engagement or assignment.

This policy applies to **all Mills Recruitment workers**, including:

- Employees (permanent, casual, fixed-term)
- On-hire employees
- Independent contractors

It also applies during:

- **Standard working hours**
- **On-call or standby availability**
- **Company and host employer work functions**

## Alcohol

- All workers must **remain uninfluenced by alcohol during working hours**.
- Mills Recruitment enforces a **zero-tolerance policy**: Blood Alcohol Concentration (BAC) must be **0.00mg** during working hours.
- If you suspect your BAC is above this limit, you are required to **notify your manager immediately**.
- **Driving a vehicle** or **operating machinery** (owned by Mills Recruitment or the host employer) while impaired is strictly prohibited.

## Illicit drugs

- Workers must **not present to work under the influence of illegal substances**.
- **Possession, use, sale, or distribution** of illegal drugs—including unauthorised prescription medications—is grounds for:
  - **Immediate termination**
  - **Police referral** (as applicable under local laws)

This policy aligns with:

- Australia's **Drugs, Poisons and Controlled Substances Act**
- New Zealand's **Misuse of Drugs Act 1975**
- Singapore's **Misuse of Drugs Act**
- Malaysia's **Dangerous Drugs Act 1952**
- The Philippines' **Comprehensive Dangerous Drugs Act of 2002 (Republic Act 9165)**

## Medications

- Workers must use **prescription and over-the-counter medications responsibly**.
- You must not:
  - Misuse your medication
  - Combine medications with alcohol against medical advice
  - Use someone else's prescription
- Workers may be required to **disclose medication use** (where relevant to workplace safety) to the host employer, in accordance with site-specific policies.
- If your medication may affect your performance, notify your **manager** or the **Director of Mills Recruitment** before attending work.

## Testing

Workers may be subject to:

- **Pre-employment drug and alcohol testing**
- **Random or cause-based testing**  
Testing may be conducted by:
  - **Mills Recruitment**
  - **Host employers**, in accordance with their on-site policies

**Refusing to participate** in a valid testing process or failing a test will be treated as **serious misconduct** and may result in **termination of employment or engagement**.




## Confidentiality

- All testing and medical information is treated with the utmost **confidentiality**.
- Results and records will only be disclosed when necessary for the **administration of this policy** or **compliance with legal obligations**.

## Employee support

If you're struggling with substance use, professional help is available:

### Australia

- **Alcohol and Drug Support Line**
  -  1800 198 024 (regional)
  -  (08) 9442 5000 (metro)
  -  <https://www.mhc.wa.gov.au>



#### New Zealand

- **Alcohol Drug Helpline**
  - 📞 0800 787 797
  - 🌐 <https://alcoholdrughelp.org.nz/>

#### Singapore

- **National Addictions Management Service (NAMS)**
  - 📞 +65 6732 6837
  - 🌐 <https://www.imh.com.sg/clinical/page.aspx?id=346>

#### Malaysia

- **Agensi Antidadah Kebangsaan (AADK)**
  - 📞 03-8911 2233
  - 🌐 <https://www.adk.gov.my/>

#### Philippines

- **Department of Health – Treatment and Rehabilitation Centers**
  - 📞 +632 651 7800
  - 🌐 <https://doh.gov.ph/treatment-rehabilitation-center>
- **Dangerous Drugs Board**
  - 🌐 <https://ddb.gov.ph>

### Alcohol at work functions

During Mills Recruitment or host employer events where alcohol is served:

- Avoid **excessive drinking**
- Do **not consume drugs**
- Do **not drive under the influence**

Any violations may result in **disciplinary action or contract termination**.

#### Reporting Obligations

- If you believe you may be in breach of this policy, **immediately notify** your manager or the Director of Mills Recruitment.
- If you suspect another worker is in breach, you must also report it promptly.

### Emergency contact information

To ensure emergency support is available:

- Keep your **contact details, banking information, and emergency contacts** up to date.
- Notify your Recruitment Consultant or Manager of any changes as soon as possible.

### Employee assistance program (EAP)

#### Supporting Your Wellbeing

Mills Recruitment recognises that life can sometimes present personal or professional challenges. To support our workforce during difficult times, we have partnered with **Working Life**, a trusted provider of confidential counselling and wellbeing services.

This **Employee Assistance Program (EAP)** is available to **all currently engaged workers** and their **immediate family members**, across all regions where Mills Recruitment operates.



## What is an EAP?

An Employee Assistance Program is a **professional and confidential counselling service** designed to support employees and their families through personal, emotional, or work-related concerns.

Through our partnership with **Working Life – People Consultants**, you can speak to **qualified, experienced counsellors** who can help with:

- Stress, anxiety, or depression
- Family or relationship difficulties
- Work-related pressures
- Grief or trauma
- Conflict resolution
- Life transitions and personal development

Talking with a trained counsellor can provide you with **tools, strategies, and perspectives** to manage challenging circumstances more effectively.

## Where Is Support Available?

Working Life is based in **West Perth**, Australia, but offers **nationwide and international support**, including:

- **Australia**
- **New Zealand**
- **Singapore, Malaysia, and the Philippines**

Counselling can be accessed in a format that suits your location and preferences:

- Face-to-face (subject to availability)
- Telephone support
- Secure online sessions
- Video conferencing

No matter where you're based, support is available.

## How do I make contact?

To make a confidential enquiry or book a session, you (or an immediate family member) can;

- **Call TOLL FREE:** +61 1300 369 072
- **Email:** [mail@working-life.net](mailto:mail@working-life.net)
- **Website:** [Working Life - People Consultants \(working-life.net\)](http://Working Life - People Consultants (working-life.net))

There is **no cost to you** for accessing this service while engaged with Mills Recruitment.

Your privacy is fully respected. All counselling sessions are conducted in strict confidence. No identifying information will be shared with Mills Recruitment unless you provide express written consent.



## Employee performance and misconduct

### Performance Management

At Mills Recruitment, ongoing performance feedback is essential for the development and success of our workforce. Feedback should be:

- Delivered in both **informal** (on-the-job coaching) and **formal** (performance review) settings
- Constructive, respectful, and aligned with performance expectations of both **Mills Recruitment** and the **Host Employer**

### Worker Expectations:

- You are expected to **participate in any formal performance review** processes initiated by the Host Employer, where applicable to your assignment.
- If Mills Recruitment becomes aware of concerns about your performance (either through internal review or host employer feedback), we may:
  - Provide **initial counselling**
  - Involve your on-site **manager or supervisor**
  - Offer **supportive guidance** to improve performance

### Formal Performance Management:

If performance issues persist, Mills Recruitment may initiate a **formal performance management process**, which will:

- Be **fair, transparent, and documented**
- Provide **clear expectations, support mechanisms, and reasonable timeframes** for improvement
- Result in **termination of engagement** if satisfactory improvement is not achieved

## Misconduct and serious misconduct

Misconduct refers to behaviour that breaches company or host employer standards and may result in disciplinary action, including termination.

### Examples of Misconduct include (but are not limited to):

- Breach of Mills Recruitment or host employer **policies and procedures**
- **Disobedience or refusal to follow lawful directions**
- **Aggressive, violent, or abusive behaviour** in the workplace
- Use of **obscene, offensive, or insulting language**
- Attendance at work while affected by **alcohol, drugs, or impairing medication**
- **Negligence or disregard for safety protocols**
- **Misuse** of internet, email, or any work equipment/resources
- Acts of **dishonesty, theft, or fraud**
- Criminal conviction rendering you unfit for continued engagement
- **Repeat offences** of any of the above

### Serious Misconduct

Serious misconduct includes any of the above where the offence is of such gravity that it justifies **summary dismissal** (i.e., immediate termination without notice). This may include, for example, acts of violence, theft, or serious breaches of safety.



### **Disciplinary Process**

All allegations of misconduct—whether standard or serious—will be addressed with:

- **Procedural fairness**
- **Confidentiality**
- **Timely investigation**, although no fixed time period is imposed
- An expectation of **cooperation** from the worker during the process

Where necessary, Mills Recruitment may work with the Host Employer to gather evidence, conduct interviews, and determine outcomes. Support may be offered during this process including counselling or mediation.

## **Fitness for work policy**

### **Commitment to Safety and Wellbeing**

Mills Recruitment is committed, in partnership with Host Employers, to ensuring that all workers are:

- **Physically and mentally fit for work**, and
- Not exposed to hazards caused by **fatigue, illness, stress, or substance impairment**

### **Worker Responsibilities**

All workers must ensure they are fit to perform their duties in a safe, competent, and efficient manner. You are required to:

- **Present for work in a fit and healthy condition**
- **Disclose any medications** (prescribed or otherwise) that may impair performance or judgement
- **Notify your Mills Recruitment Consultant or Manager** of any impairment due to fatigue, stress, alcohol, drugs, or illness
- **Ensure medication is taken as prescribed**, and does not pose a safety risk
- **Report any breach** of this policy or any related Host Employer policy, including where you believe a colleague is unfit for work

### **Host Employer Fitness Policies**

Some Host Employers may have additional **Fitness for Work policies** or requirements (e.g. drug and alcohol screening, fatigue management).

You are expected to:

- **Adhere to both this policy and any additional site-specific requirements**
- **Participate in any requested assessments** or screenings, where applicable

## **Hours of work and overtime**

Mills Recruitment is committed to ensuring that all workers are engaged under fair, safe, and legally compliant working arrangements, across all regions in which we operate. This includes employees and independent contractors engaged in Australia, New Zealand, Singapore, Malaysia, and the Philippines.



### Standard Hours of Work

- Unless specified otherwise in your **employment contract, assignment agreement, or contractor agreement**, standard full-time hours are generally between **38 and 40 hours per week**.
- Working hours may vary depending on:
  - Assignment or project requirements
  - Host employer operational needs
  - Jurisdictional legal standards
  - Local customs and employment classifications

### Regional Guidelines

#### Australia Employees

- Governed by:
  - *National Employment Standards (NES)*
  - *Applicable Modern Awards or Enterprise Agreements*
  - *Your individual employment contract*
- **Overtime** must be:
  - Reasonable
  - Pre-approved
  - Compensated via penalty rates or time off in lieu

#### Independent Contractors

- Paid for actual hours worked per their **contract**
- **Overtime does not apply** unless agreed in writing

#### New Zealand Employees

- Governed by:
  - *Employment Relations Act 2000*
  - *Any collective agreement*
  - *Your individual employment agreement*
- Entitled to **rest breaks, meal breaks**, and appropriate **compensation** for any additional hours

#### Independent Contractors

- Invoiced based on hours worked or agreed project milestones
- Overtime must be contractually specified

#### Singapore Employees

- Covered by:
  - *Employment Act 1968 (Cap. 91)* – applicable to most employees earning under a certain threshold
- Standard working hours:
  - **44 hours per week**, usually Monday to Friday or Monday to Saturday
- **Overtime:**
  - Applies after 44 hours/week or more than 8 hours/day
  - Must be **approved in advance**
  - Compensated at **1.5x hourly rate** as per Ministry of Manpower (MOM) guidelines

#### Independent Contractors

- Typically outside scope of the Employment Act
- Paid based on service contracts
- No statutory overtime unless **agreed in contract**



### Malaysia Employees

- Governed by:
  - *Employment Act 1955*
- Standard working hours:
  - **Up to 45 hours per week**, not exceeding 8 hours/day and 5 consecutive working days/week (post-2023 amendments)
- **Overtime:**
  - Must be paid at a rate of **1.5x hourly rate**
  - Applicable for work exceeding daily/weekly maximums or work on rest days/public holidays
  - Must be **pre-authorised**

### Independent Contractors

- Not governed by the Employment Act
- Paid per contractual agreement, not entitled to overtime unless explicitly included

### Philippines Employees

- Covered by:
  - *Labor Code of the Philippines*
- Standard working hours:
  - **8 hours per day, 40–48 hours per week**, depending on role
- **Overtime:**
  - Time worked beyond 8 hours/day
  - Paid at **25% above hourly rate**, or **30% on rest days/holidays**
  - Must be **authorised and documented**

### Independent Contractors

- Typically classified as **project-based** or **freelance**
- Paid per **contractual deliverables** or hours
- Overtime does not apply unless **contractually specified**

### General Principles (All Regions)

- **Averaging of Hours:** In all regions, hours may be averaged over a specified period in accordance with local legislation and with your written agreement, particularly where flexible arrangements are required to meet host employer needs.
- **Reasonable Additional Hours:** Employees may be asked to work reasonable additional hours, subject to fatigue management practices and local legislation. What constitutes "reasonable" will depend on factors such as role requirements, personal circumstances, and health and safety.
- **Authorisation:** Any overtime or work outside standard hours (including **evenings, weekends, or public holidays**) must be authorised in advance by your manager or Mills Recruitment, unless otherwise stipulated in your assignment agreement.
- **Worker Responsibilities:** Notify your consultant if:
  - You are directed to work **outside of normal hours**
  - You are **not compensated** as per legal entitlements
  - Ensure you understand your:
    - Rest period entitlements
    - Daily/weekly hour limits
    - Right to refuse unreasonable additional hours (where applicable)



## Internet, email and computer use policy

This policy outlines the **standards of acceptable use** of all digital systems, devices, and networks allocated to workers by **Mills Recruitment** or the **host employer**, and ensures the **secure, ethical and lawful use** of technology resources in all jurisdictions in which we operate.

The term **“System”** includes, but is not limited to:

- Internet, email, and instant messaging platforms
- Desktop and laptop computers
- Company-issued or host employer-issued mobile phones, tablets, and other smart devices
- Shared drives, servers, cloud storage, and collaboration tools
- Personal devices accessing Mills Recruitment or host employer networks or systems
- After-hours and off-site use of company-connected systems

All systems remain the **property of Mills Recruitment or the host employer** at all times.

## Worker usage and Access

- Workers **must not use host employer IT systems for personal purposes**.
- **Mills Recruitment Consultants** may engage in **reasonable personal use** of Mills Recruitment’s email or internet systems during lunch breaks only.
- You are **not permitted to access another person’s email, files, or account** without explicit consent or prior managerial approval.
- Passwords must be:
  - **Kept confidential**
  - **Not shared**
  - **Changed regularly** to prevent unauthorised access

Any suspected breach of system security or inappropriate access must be reported **immediately** to the **host employer manager** or the **Director of Mills Recruitment**.

## Email Communication Standards

All emails and messages composed, sent, or received using company systems:

- Are considered **company property**
- May be **monitored, intercepted, audited, or disclosed** by Mills Recruitment or the host employer
- Must meet **professional communication standards**

**Unacceptable email content includes:**

- Sexually or racially offensive messages, jokes, or attachments
- Defamatory or threatening language
- Inappropriate or explicit images or graphics
- Unauthorised sharing of confidential or sensitive information

If you receive offensive or inappropriate material:

- **Do not forward or save** the content
- **Immediately delete** the message
- Report the incident to your manager or Consultant



## Internet Use and Restrictions

You must not access, upload, download, or distribute material that:

- Is **illegal, pornographic, defamatory, or racist**
- May **insult, humiliate, intimidate, or offend** others
- **Violates copyright**, trademarks, or intellectual property rights
- May cause **reputational harm** to Mills Recruitment or a host employer

Mills Recruitment reserves the right to monitor its employee's usage of its systems to ensure they are being utilised in an acceptable manner.

## System Security

- Do not download or install any unauthorised software, apps, or programs without explicit approval from Mills Recruitment or the host employer
- Never attempt to **bypass, disable, or interfere** with system security protocols
- Portable devices such as laptops, tablets, and phones:
  - Must be **password-protected**
  - Must be stored securely to prevent **loss, theft, or unauthorised access**
  - Remain the **property of Mills Recruitment or the host employer** and must be returned on cessation of engagement

## Prohibited System Activities

You are strictly prohibited from using company systems to:

- Promote or solicit support for **political, religious, or commercial causes** unrelated to your role
- Send **chain letters, SPAM**, or unapproved bulk communications
- Access or distribute any form of **abusive, fraudulent, false, or harassing content**
- Engage with any **media outlets** (press, radio, television) without written approval
- Store or share personal data in breach of **privacy laws or data protection obligations**

## Professionalism in Digital Communication

All emails, reports, or system-based documentation should:

- Use clear, **grammatically correct** language
- Be **spell-checked** and formatted to a professional standard
- Avoid slang, sarcasm, or informal tone when communicating with clients, candidates, or external partners

## Copyright & Confidentiality

You must not:

- Infringe **copyright, patents, or trademarks**
- Create or imply **legal or contractual obligations** on behalf of Mills Recruitment or the host employer without authority
- Disclose **confidential or proprietary information** via system channels
- Gain unauthorised access to internal or third-party systems



## Breaches and Consequences

**Misuse, unauthorised access, or policy violations** will not be tolerated.

Disciplinary action may include:

- **Formal warning**
- **Suspension of system access**
- **Termination of contract or engagement**
- Notification to relevant authorities where criminal activity is suspected

Mills Recruitment reserves the right to:

- Monitor and audit usage to ensure compliance
- Take appropriate corrective and disciplinary action
- Cooperate with the host employer on shared enforcement processes.

## Social media policy

Mills Recruitment recognises the value of **social media** as a tool for communication, networking, and professional engagement. This policy outlines the appropriate use of social media by all workers—including employees and independent contractors—when referencing Mills Recruitment, its clients, host employers, or business interests.

This policy applies to both:

- **Business-related** social media activity, and
- **Personal use** that may affect Mills Recruitment’s reputation or business operations.

“Social media” refers to platforms and digital tools that allow for **user-generated content, public sharing, and real-time engagement**. This includes (but is not limited to):

- Social platforms: Facebook, Instagram, TikTok, Twitter (X), LinkedIn, YouTube, MySpace
- Image or video sharing: Flickr, Vimeo, Snapchat
- Online encyclopaedias and dictionaries: Wikipedia, Urban Dictionary
- Forums and discussion boards: Reddit, Quora, Discord
- Blogs: Corporate or personal blogs and vlogs
- Messaging apps or groups with a publishing function (e.g. WhatsApp, Telegram)

Workers must conduct themselves **professionally, ethically**, and in a manner consistent with **Mills Recruitment's values** both online and offline.

You must:

- Clearly distinguish **personal views** from professional roles
- Take full **responsibility** for any content you post or share
- Avoid any content that could bring Mills Recruitment, host employers, or clients into **disrepute**
- Respect all applicable laws including copyright, privacy, anti-discrimination, and defamation laws
- Comply with **host employer social media policies** where applicable

Workers must NOT:

- Post material that is **offensive, obscene, defamatory, threatening, harassing, bullying, or discriminatory**
- Imply they are speaking **on behalf of Mills Recruitment** or a host employer without written approval
- Use or display **Mills Recruitment’s or host employer’s logos, branding, or trademarks**
- Share or disclose any **confidential, personal, or commercially sensitive** information



- Promote, endorse, or link their role at Mills Recruitment to **external business, charity, political, or religious causes**
- Make negative or derogatory comments about Mills Recruitment, host employers, or colleagues

If any material may cause harm to our brand, clients, or team members—it must not be posted.

## Social Media for Business Purposes

Posting content **on behalf of Mills Recruitment** requires **prior written approval** from the Director.

If authorised, you must:

- Ensure content is **accurate, professional, respectful, and fact-based**
- Avoid publishing **confidential, legal, or internal** company matters
- Not offer **legal advice**, comment outside your expertise, or post unverified claims
- Never share **personal information** of others without their **express written consent**
- Comply with all relevant legislation including:
  - **Privacy laws** (e.g., PDPA in Singapore and Malaysia, DPA in the Philippines)
  - **Anti-discrimination, defamation, and financial disclosure laws**
- Represent the company in a manner aligned with our **values and tone of voice**

**Permitted posts** may include:

- Marketing campaigns
- Client updates (once public)
- Event announcements
- Company news and achievements

## Social Media for Personal Purposes

Mills Recruitment respects personal freedom of expression. However, social media activity must not:

- Affect job performance or that of others
- Harm the **reputation, interests, or commercial relationships** of Mills Recruitment or host employers
- Breach any internal policies, including those on:
  - Anti-bullying
  - Harassment
  - Confidentiality
  - Discrimination

You must:

- NOT reference Mills Recruitment or host employers **negatively or sarcastically**
- Keep personal and professional profiles **accurate and up to date**
- Seek approval before posting any:
  - **Images, videos, or comments** from work events (especially if branding is visible)
  - Blog or social media content that could reasonably **identify** Mills Recruitment or a host employer
- NOT represent **opinions** as official company views
- NOT post content that might **breach confidentiality**, intellectual property rights, or cause reputational harm



## Monitoring and Enforcement

Mills Recruitment reserves the right to **monitor public social media activity** where its brand or reputation may be affected.

Workers found to be in breach of this policy may face:

- **Disciplinary action**, including suspension or termination
- **Loss of access** to internal communication tools or systems
- **Legal remedies** under contract or common law

If a worker is operating within a **host employer’s site**, their **social media policy** must also be followed.

## Leave policies

Mills Recruitment provides leave entitlements in accordance with **relevant employment legislation** and **contractual arrangements** across the regions in which we operate:

- **Australia:** Fair Work Act 2009 (Cth), National Employment Standards (NES)
- **New Zealand:** Employment Relations Act 2000, Holidays Act 2003, Parental Leave and Employment Protection Act 1987
- **Singapore:** Employment Act 1968 and related MOM guidelines
- **Malaysia:** Employment Act 1955 (as amended)
- **Philippines:** Labor Code of the Philippines and relevant DOLE circulars

**Note:** Independent contractors are not entitled to paid leave unless expressly provided in their agreement. Casual workers may access limited unpaid entitlements under national law.

## General Definitions

**Immediate Family:** Includes a spouse or de facto partner, child, parent, grandparent, grandchild, or sibling (including step, foster, or adopted relations).

**De Facto Partner:** A person with whom the worker has a genuine domestic relationship, regardless of gender.

**Household Member:** A person who resides with the worker.

## Core Leave Types (Australia and New Zealand)

### Annual Leave

Type of Worker	Australia	New Zealand
Permanent Employees	4 weeks paid per year	4 weeks paid after 12 months
Part-Time Employees	Pro-rata accrual	Pro-rata accrual
Casual Employees	No entitlement; 25% Casual loading	8% holiday pay in lieu
Contractors	Not entitled	Not entitled

- Leave accrues cumulatively and should ideally be used within 12 months.
- Employers may direct leave usage during **shutdowns** (e.g. Christmas) with notice.
- Excess leave balances may be managed under applicable laws.



## Personal / Carer's Leave

Type	Australia	New Zealand
Entitlement	10 days/year, cumulative	10 days/year after 6 months
Part-time	Pro-rata accrual	Pro-rata accrual
Casuals	Unpaid only	Unpaid only

- Must be used for personal illness or caring responsibilities.
- **Medical certificates** required for absences over 2 days or adjacent to public holidays.
- Employees must notify Mills Recruitment by phone before the start of the workday.

## Compassionate / Bereavement Leave

Worker Type	Australia	New Zealand
Permanent	2 days paid per occasion	Up to 3 days per qualifying death
Casual	2 days unpaid	3 days unpaid

- Covers death or miscarriage involving immediate family.
- Additional unpaid leave may be granted in exceptional circumstances.

## Family & Domestic Violence Leave (FDVL)

Worker Type	Australia	New Zealand
Permanent & Casual	10 days paid annually	10 days paid annually (after 6 months)

- Can be taken in single or multiple days.
- Paid at full rate (including loadings, overtime).
- Evidence may include police reports, court orders, support letters, or statutory declarations.
- FDVL resets annually and is not cumulative.
- Support is available via the **Employee Assistance Program (EAP)**.

## Long Service Leave

Jurisdiction	Entitlement
Australia (WA)	8½ weeks after 10 years
New Zealand	No statutory entitlement

- Must be approved by both the employee and Mills Recruitment.
- Paid at base rate only (excludes loadings, bonuses, etc.).
- Payable upon termination if vested.



## Parental Leave

Type	Australia	New Zealand
Unpaid Leave	52 weeks (up to 104 for couples)	Up to 52 weeks unpaid
Paid Leave	20 weeks (via Services Australia)	Up to 26 weeks government-funded
Casual Eligibility	Regular/systematic over 12 months	Same
Flexible Leave	Up to 30 flexible days	Keeping in touch days and partial return allowed

- Applies to **birth, adoption, or permanent care**.
- Minimum notice: 10 weeks + reconfirmation 4 weeks prior.
- **Transfer to safe job and unpaid special maternity leave** provisions apply.
- **Bereavement after birth** preserves entitlement to parental leave.

## Community Service Leave (Jury/Emergency)

- Applies to **volunteer emergency services and jury duty**.
- Mills Recruitment may pay casuals for jury duty at normal base rates (excluding loadings) depending on the local laws.
- Evidence must be submitted before or as soon as practicable after the leave.

## Leave Without Pay

- Available in **exceptional circumstances** (e.g. family crisis, illness)
- Requires exhaustion of paid leave balances
- Must be approved by the **Director of Mills Recruitment**
- Leave accruals and entitlements are suspended during this time

## Jurisdictional Notes (Singapore, Malaysia, Philippines)

Leave entitlements for **employees in Singapore, Malaysia, and the Philippines** will be governed by **local labour law**, as summarised below. Contractors are not entitled to statutory leave unless otherwise agreed.

### Singapore

- **Annual Leave:** Min. 7 days after 3 months; increases with service
- **Sick Leave:** Up to 14 days outpatient, 60 days hospitalisation (with medical certification)
- **Maternity Leave:** Up to 16 weeks (paid), subject to eligibility
- **Paternity Leave:** 2 weeks (paid)
- **Childcare Leave:** 6 days/year (for Singapore citizens under age 7)
- **Unpaid Infant Care Leave:** 6 days/year (child under 2)



## Malaysia

- **Annual Leave:** 8–16 days depending on tenure
- **Sick Leave:** 14–60 days, depending on tenure and hospitalisation
- **Maternity Leave:** 98 days (paid); applicable to all female employees
- **Paternity Leave:** 7 days (for eligible employees)
- **Hospitalisation Leave:** Combined with sick leave entitlement
- **Public Holidays:** 11 gazetted holidays (mandatory paid)

## Philippines

- **Service Incentive Leave:** 5 days after 1 year
- **Sick Leave/Maternity Leave:** Governed by SSS and DOLE guidelines
- **Maternity Leave:** 105 days (paid via SSS); optional extension unpaid
- **Paternity Leave:** 7 days (married, under RA 8187)
- **Parental Leave for Solo Parents:** 7 days/year
- **Violence Against Women Leave:** 10 days (for survivors)
- **Bereavement Leave:** 3 days (for government employees; optional for private sector by policy)

## Mobile phones and phone calls at work

### Personal Mobile Phone Use

- All workers must **switch off or silence** personal mobile phones during working hours.
- Personal calls and messages should be **checked only during designated breaks**.
- Phones must not interfere with client service, team productivity, or workplace safety.

### Host Employer Phones

- If issued a mobile device by a host employer, personal use should be:
  - **Minimal**
  - **Occasional**
  - **Non-disruptive**
- Excessive personal use may be monitored and could result in **disciplinary action**.

### Mobile Phone Use While Driving

- Mills Recruitment strictly **prohibits** the use of mobile phones for work purposes while driving, unless:
  - The vehicle is equipped with **Bluetooth or an approved hands-free device**
- Workers must **not**:
  - Make or receive business calls
  - Text, browse, or check emails
  - Use messaging or any other app while operating a vehicle

This policy is aligned with road safety laws and prioritises the safety of our workers and the general public.



## Notice, termination and redundancy

The information below is applicable to permanent, casual and fixed task employees (except redundancy) with Mills Recruitment.

### Notice of Termination

#### By Employee

- All permanent, casual, and fixed-term employees may resign by providing **written notice**:
  - Delivered in person or emailed to Mills Recruitment
  - **Notice to the host employer is not valid**
- The required notice period is as outlined in your **employment contract**
- **Failure to provide proper notice** may result in a deduction from final pay for the notice shortfall

#### By Mills Recruitment

- Mills Recruitment may terminate employment with notice in accordance with:
  - The **National Employment Standards (NES)** in Australia
  - Any applicable **Modern Award, Enterprise Agreement, or contractual agreement**

### Immediate termination

Employment may be terminated **without notice** for:

- **Serious misconduct**
- **Major breach** of contract or policy
- **Abandonment of employment** (e.g. failure to attend work or notify for 3 days)
- **Frustration of contract**, such as when a host employer refuses access

In such cases, salary and entitlements will be paid **only up to the date of termination**.

Where the host employer refuses for any or no reason to allow the employee on site to carry out work, Mills Recruitment is entitled to treat the employment relationship as “frustrated”, and no notice shall be required to be given.

If a maximum term or fixed task contract applies, notice of termination is deemed to have been given at the start of the contract and no further notice, other than that outlined in your contract, is required to be given by Mills Recruitment.

If you do not turn up for work and fail to notify Mills Recruitment or the host employer or fail to have a good reason, then after three days it will be deemed that you have abandoned your employment and no notice of termination is required to be given by Mills Recruitment. In such a case, Mills Recruitment may seek recovery of the value of the shortfall in notice from the employee.

### Monies owed

In line with your contract of employment, you agree to repay any outstanding advances or other payments due to Mills Recruitment by you within 14 days of termination of your contract of employment. You also agree that the sums payable to you on termination may be reconciled to take into account any sums you owe to Mills Recruitment.



## Mills Recruitment/host employer property

On the last day of your employment, you will be required to return to either Mills Recruitment or the host employer all work property such as keys, security passes, policy manuals, documents. No Mills Recruitment or host employer property, including intellectual property should be removed from either Mills Recruitment or the host employer's premises.

## Redundancy

Where a permanent employee's position has been identified as surplus to Mills Recruitment's requirements and no suitable alternative position is available, Mills Recruitment may pay a redundancy payment to terminate the employment contract, depending on your jurisdiction.

### Summary Table

Country	Is Redundancy Pay Mandatory?	Notes
Australia	Yes	Based on NES and length of service
New Zealand	Only if in contract/collective agreement	No statutory entitlement
Singapore	Recommended, not mandatory	Common practice for employees with $\geq 2$ years
Malaysia	Yes	Statutory minimum rates apply
Philippines	Yes	One month or 1 month/year of service

Redundancy provisions apply to **permanent employees only**. They do **not** apply to:

- Employees terminated for misconduct
- Employees with less than **12 months' service**
- Fixed-term or task-based contract workers
- **Casual employees**

## Process and Entitlements – Australia only

Mills Recruitment will:

- **Consult with affected employees** prior to making redundancy decisions
- Pay redundancy in accordance with the **National Employment Standards**
- Continue accrual of **annual leave** and process **pro-rata long service leave** entitlements
- Pay **superannuation** on accrued annual leave only (not on severance or long service leave)

### Final Payments

- **Annual leave** and **long service leave** will be taxed at scheduled rates
- **Severance pay** will be taxed at concessional rates
- Severance pay does **not include** bonuses, penalty rates, or allowances

### Statements and Support

- Employees may request a **statement of employment**
- Mills Recruitment may notify **Centrelink** for support services

## Offers of employment by host employers

As part of your contract of employment or your independent contractor agreement, it is agreed that you will not seek or accept a direct offer of casual, contract or permanent employment from any host employer or client to whom you are introduced by Mills Recruitment without first notifying Mills Recruitment.



## Office closure

For permanent employees, Mills Recruitment closes for business over the Christmas/New Year period. During this time, employees (not casual or on-hire) may elect to take annual leave or leave without pay on days which are not gazetted public holidays.

## Outside appointments

For permanent, casual and on-hire employees, it is a condition of your employment that while employed by Mills Recruitment you will not undertake employment, work as a contractor to any other organisation or engage in any business without the prior written consent from the Director of Mills Recruitment.

Casual employees on short-term assignments and independent contractors are exempt from this policy, however, any conflicts of interest should be declared.

## Part-Time & Flexible Employment Policy

Mills Recruitment recognises the importance of promoting a healthy work-life balance and aims to be a **family-friendly, inclusive, and flexible employer**. We are committed to supporting employees who have **caring responsibilities**, are **approaching retirement**, or are facing **family or domestic challenges**, by enabling access to part-time and flexible working arrangements wherever operationally feasible.

## Eligible Employees

Employees may request flexible working arrangements if they meet one or more of the following criteria:

- **Parent or guardian** of a child of **school age or younger**
- Have **disability or chronic health needs**
- Aged **55 years or older**
- Have **carer responsibilities** under the *Carers Recognition Act 2010* or equivalent local laws
- Are **experiencing family or domestic violence**, or
- Are **caring for or supporting a family or household member** who is experiencing family or domestic violence

Employees must have completed a minimum of **12 months of continuous service** with Mills Recruitment to be eligible to make a formal request for a flexible work arrangement.

Casual employees may be eligible if they:

- Have a **regular and systematic work pattern**, and
- Have a **reasonable expectation** of continuing work with Mills Recruitment.
- And is approved by the Host Employer whilst on assignment.



### How to Make a Request

Requests for flexible working arrangements must be:

- **Submitted in writing** (email is acceptable)
- Clearly state:
  - The **type of flexibility requested** (e.g. part-time hours, change to work location, compressed hours, job-share, etc.)
  - The **reason** for the request
  - The **proposed start date** and duration (if temporary)

### Consideration of Requests

Mills Recruitment will assess each request **on its individual merits** and in **consultation with the employee's host employer**, where applicable.

- Requests will be considered in line with:
  - **Operational requirements**
  - **Client service needs**
  - **Health and safety**
  - **Fairness to all team members**
- A written response will be provided **within 21 days**, stating:
  - Approval (with conditions, if any), or
  - A **reasonable business justification** for refusal

### Jurisdictional Notes

Country	Legal Framework & Best Practice
Australia	Fair Work Act 2009 (s.65); Carers Recognition Act 2010
New Zealand	Employment Relations Act 2000 – flexible working requests allowed from day one
Singapore	Tripartite Standards on Flexible Work Arrangements (voluntary adoption encouraged)
Malaysia	Employment (Amendment) Act 2022 introduced right to request flexible work (effective Jan 2023)
Philippines	Flexitime encouraged under DOLE Department Order 174-17 and work-from-home guidelines under RA 11165

## Personal protective equipment and tools

In line with your contract of employment or independent contractor agreement, you may be required to provide in good working order your own tools of trade and personal safety equipment including:

- Safety boots
- Safety glasses (if applicable)
- Safety helmet (if applicable)
- Suitable work clothes as indicated by site directives

Please ensure any PPE or tools you bring to site are in good working order and that you have adequate insurance to cover your tools. You are responsible for ensuring that you don't leave your tools at the worksite and transport them safely to and from the worksite each day.



## Personal property

It is recommended that workers do not leave any personal belongings at the host employer's workplace. Mills Recruitment accepts no responsibility for worker's effects that are stolen at a host employer's workplace.

## Policies of host employers

All workers must adhere to and follow the policies and procedures of host employer's whilst on assignment. If there are any inconsistencies between Mills Recruitment's policies and procedures and the host employer's policies and procedures, workers should firstly follow the host employer's policies.

Mills Recruitment reserves the right to discipline employees and independent contractors in line with their own policies, however, if the host employer's policy is more stringent (i.e. reporting to authorities for certain breaches), the host employer's policy may prevail.

## Privacy

Mills Recruitment privacy policy can be found on Mills Recruitment's websites. When you are employed/engaged by Mills Recruitment, you agree to Mills Recruitment's privacy statement and the collection of personal and sensitive information. This information is collected to allow Mills Recruitment to perform specific tasks and functions of their business. Mills Recruitment will respect personal and sensitive information it holds on you and will maintain a high level of confidentiality and integrity.

Subject to some exceptions outlined in the National Privacy Principles, you have a right to see and have a copy of personal and sensitive information about you that Mills Recruitment hold. Mills Recruitment's Personal Details & Privacy Form outlines Mills Recruitment's policy further.

All workers should ensure that they abide by Mills Recruitment's privacy policy and seek to protect private information they are exposed to as part of their assignment. This includes:

- Following Mills Recruitment's or the host employer's procedures regarding privacy collection, use, disclosure and storage of private information.
- Ensuring that private and confidential information is locked away;
- Destroying all private and confidential information in a secure manner – this may be by shredding, placing documents in a locked bin or other secure methods utilised by host employers;
- If you use a Mills Recruitment or host employer provided laptop or phone, ensure that you have sufficient passwords and pin numbers to protect the information contained on these devices;
- Be aware that when utilising non-secure wireless internet in public places information passed over this medium can be accessed by third parties and is not secure.



## Probationary reviews

All permanent Mills Recruitment's employees will be subject to a six-month probationary period. During this time, the Director will meet with you to discuss your performance. Should your performance consistently be unsatisfactory during this time and Mills Recruitment has informed you of this, at the completion of the six-month period, Mills Recruitment may terminate your contract of employment.

On-hire employees may also be subject to probationary periods between three and six months and these will be discussed with candidates on appointment.

## Public holidays

Mills Recruitment is closed to the public for business on all gazetted public holidays, however, host employers may operate their business as normal.

For permanent employees, public holidays are paid at the employee's base rate of pay for the employee's ordinary hours of work on that day. Part-time, casual and on-hire employees are not entitled to payment for a public holiday if the employee is not rostered to work on that day.

## Public transport strikes

Mills Recruitment acknowledge the difficulties facing workers when public transport strikes and is flexible about times of arrival and departure on these days. However, every effort should be made to arrive and depart as near as possible to normal working hours. Any changes in hours of work should be cleared with your manager.

Mills Recruitment will not reimburse any taxi fares expended in attending work in these circumstances and will not pay the worker for any time lost. Mills Recruitment reserves the right to use its discretion in applying this policy.

## Reimbursement of expenses

Should you be required to incur work-related expenses during the course of your employment/engagement, you may seek reimbursement from Mills Recruitment or the host employer (in accordance with the host employer's practices). Examples of work-related expenses may include:

- Use of own vehicle on work-related business;
- International or domestic travel on work-related business;
- Use of taxis whilst travelling on work-related business;
- Attending work-related conferences or seminars.

Mills Recruitment will reimburse you for genuine work-related expenses where authorised by Mills Recruitment or the host employer. You are expected to obtain approval prior to incurring the expense.



For Mills Recruitment consultants who seek reimbursement for entertainment, you must identify if it is a client or candidate meeting for each expense, including advising details of the client name/company or candidate name/role being interviewed for. Additionally, you must provide a tax invoice/receipt (not credit card receipt) as the Mills Recruitment requires details of the expense and GST component for deductibility purposes.

If you are claiming reimbursement for petrol-related expenses, again Mills Recruitment would need details of the client visit.

## Religious holidays

Mills Recruitment values and respects the **religious and cultural diversity** of our workforce. We acknowledge that employees may wish to observe **religious or cultural holidays** that are not recognised as official **gazetted public holidays** in their jurisdiction.

### Taking Leave for Religious Observance

If you wish to observe a religious holiday not already designated as a public holiday:

- You may request to use your **accrued annual leave** to cover the absence.
- All leave requests must be:
  - Submitted in advance, and
  - Approved in accordance with our standard leave application procedures

Managers are encouraged to accommodate such requests wherever possible, in keeping with Mills Recruitment's commitment to **inclusion** and **workplace flexibility**.

### Jurisdictional Notes

- In **Singapore, Malaysia, and the Philippines**, workers from diverse religious backgrounds may celebrate additional religious holidays. These are not always recognised as paid public holidays unless declared.
- In **Australia and New Zealand**, only officially gazetted holidays apply as public holidays, but employers are expected to consider **anti-discrimination laws** when managing religious leave requests.

## Remote site employment (FIFO)

Workers will be notified by your Recruitment Consultant if the following conditions apply to a specific assignment. Any further conditions will also be outlined to you by your Mills Recruitment's Recruitment Consultant.

## Travel

Travel to and from site will, in most cases, be supplied at no cost to you or alternatively an allowance will be paid for you to drive your own vehicle to site or as stipulated in your assignment agreement/independent contractor agreement.

Where air travel is involved, a weight limit may apply therefore alternative arrangements may need to be made for tools or other personal belonging. This will be stipulated in your assignment agreement/independent contractor agreement. 24 hours **must be given** to your manager or Mills Recruitment's Recruitment Consultant if you are unable to attend your flight.



## Accommodation

At remote locations with camp accommodation, meals and single accommodation will be supplied at no cost to you unless otherwise indicated. Should meals be provided, an appropriate allowance may be paid by the host employer as stipulated in your assignment agreement/independent contractor agreement.

Mills Recruitment will pass onto employees/contractors any costs incurred by host employers for the following:

- Failure to hand in your room key;
- Missing items such as towels; and/or
- Damage to room or facilities.

This list is not exhaustive.

## Tools

Tools of trade will be transported to and from site as directed by the host employer. It is strongly suggested that you insure your tools of trade whilst in transit and on a remote site. Mills Recruitment does not insure your tools as a condition of employment/engagement.

## Rest & recovery (R&R)

Rest and recovery will be available only as advised by the host employer through Mills Recruitment. Please note that not all assignments will attract R&R.

## Conduct

Your conduct on site should be exemplary. If you are directed to leave the site due to misconduct, or if you leave prior to completion of your duties or without host employer approval you will be liable for your own return fare and any other associated expenses, unless otherwise agreed in writing by Mills Recruitment and the host employer.

Further, you are bound by the rules and regulations issued by the site management with respect to accommodation, messing and any other facilities available to you.

## Site control

You will be under the care and supervision of a host employer during the period of any assignment/engagement with regard to working hours, safety regulations and the manner and proficiency in which work is to be performed. Should you feel that host employer requirements differ substantially from the work indicated by Mills Recruitment, then you should, in the first instance, raise this with your Mills Recruitment's Recruitment Consultant.

## Rest breaks

Workers working longer than five hours per day need to take a minimum unpaid meal break of 30 minutes to a maximum of one hour at a time which is mutually convenient between Mills Recruitment or the host employer and the worker. Workers may take a morning and, for clerical and warehousing employees who are working longer than an 8-hour shift, an afternoon rest break of



ten minutes provided this does not cause undue disruption to working arrangements. It is also recommended that you take a break every hour if you are continuously typing and that this break should include some stretching.

## Remuneration

### Time recording

Timesheets should be completed and returned weekly/fortnightly to Mills Recruitment for processing and payment. Timesheets are to be authorised by your manager and submitted via our electronic timesheets (ETZ), Manual Completed Timesheet or Authorised/Approved Host Employer timesheet by no later than **5.00pm Monday via email** ([timesheets@millsrecruitment.com.au](mailto:timesheets@millsrecruitment.com.au)). Timesheets should be completed with particular care and in a complete, accurate and timely manner. If you are having problems getting your timesheet to us, please advise us immediately so to avoid delayed payment of your wages.

The Mills Recruitment pay week runs from Monday to Sunday inclusive.

### Payment

Wages are released from Mills Recruitment's bank Wednesday morning by electronic transfer to your nominated bank account and dependent upon individual bank processing time may take up to 72 hours to be received through to your nominated bank account. All wages are paid via electronic transfer into your nominated bank account. Should you wish to change your banking details, please contact [admin@millsrecruitment.com.au](mailto:admin@millsrecruitment.com.au).

Payslips will be forwarded to your nominated personal email address weekly/fortnightly (usually Wednesday morning).

Future payments may be adjusted should actual working hours or other details differ from the information provided on authorised time sheets received by Mills Recruitment. In accordance with your contract of employment, any overpayments will be set-off from future payments.

### Taxation

If you are a permanent, casual or on-hire employee, Mills Recruitment will deduct from your pay any taxation liability in accordance with your completed taxation forms. It is your responsibility to supply your relevant tax identification numbers and fill out the relevant forms as provided in your onboarding. Failure to do so will unfortunately result in your pay entitlements being taxed at the highest rate in accordance with the relevant taxation requirements.

### Jurisdictional Notes

- **Australia:** TFN and Tax Declaration must be submitted to the ATO via Mills Recruitment.
- **New Zealand:** Employees must submit an IR330 form to declare their tax code; otherwise, the **no-declaration rate** applies.
- **Singapore / Malaysia / Philippines:** Workers must provide relevant **tax ID numbers** (e.g. NRIC, TIN) and comply with country-specific income tax reporting protocols.



## Independent Contractor Taxation & Invoicing

### Tax Responsibility

Independent contractors engaged by Mills Recruitment are not employees and are therefore **responsible for managing their own taxation obligations**. This includes:

- Income tax
- Goods and Services Tax (GST) or equivalent (if registered)
- Business registration and compliance with national tax authorities
- Superannuation, KiwiSaver, EPF, CPF, SSS, or other statutory contributions (as applicable in their jurisdiction)

Mills Recruitment will **not withhold tax** from payments made to independent contractors.

### Invoicing Process

Contractors must submit **invoices for services rendered** on a regular basis as agreed in their Independent Contractor Agreement:

- Invoices may be submitted on a **weekly, fortnightly, or monthly** basis
- Each invoice must clearly state:
  - The contractor's **full business name**
  - **ABN/NZBN/ACRA/SSM/DTI/SEC registration number** (as applicable by country)
  - **GST (or VAT) status** and amount if applicable
  - Date(s) of service and description of work performed
  - Payment details (bank account, contact information)

### Important Notes

- Mills Recruitment is **not responsible** for an independent contractor's tax reporting or remittance.
- Contractors are advised to consult a **qualified tax adviser or accountant** in their jurisdiction.
- Continued engagement may be subject to verification of ongoing tax compliance.

### Jurisdictional Notes

Country	Requirements
<b>New Zealand</b>	Must provide <b>NZBN</b> ; responsible for <b>income tax</b> and <b>GST</b> (if registered)
<b>Singapore</b>	Must provide <b>ACRA registration</b> and GST registration (if applicable)
<b>Malaysia</b>	Must submit <b>SSM certificate, tax ID</b> , and SST details (if applicable)
<b>Philippines</b>	Must provide <b>TIN, BIR registration</b> , and <b>official receipt or invoice</b> with VAT/percentage tax as applicable

## Statutory Requirements & Insurance

Mills Recruitment is committed to ensuring that all workers—whether employees or independent contractors—are appropriately covered by insurance and statutory entitlements relevant to their engagement type and location.

### Employees

All **permanent, casual, and on-hire employees** engaged by Mills Recruitment are covered by the following statutory requirements, in accordance with applicable laws in **Australia, New Zealand, Singapore, Malaysia**, and the **Philippines**:



#### Provided by Mills Recruitment:

- **Public Liability Insurance** – Protection against third-party claims for personal injury or property damage
- **Professional Indemnity Insurance** – Covers liability for professional advice or services rendered
- **Workers' Compensation Insurance** – Provides benefits for work-related injury, illness, or death, as required by:
  - *State-based schemes in Australia*
  - *ACC in New Zealand*
  - *SOCISO (Malaysia), SSS/EC (Philippines), or Work Injury Compensation Act (WICA) in Singapore*
- **Superannuation / Statutory Pension Contributions** – Including:
  - *Australia: Superannuation Guarantee*
  - *New Zealand: KiwiSaver*
  - *Singapore: CPF*
  - *Malaysia: EPF/SOCISO*
  - *Philippines: SSS/PhilHealth/Pag-IBIG*

Employees are not required to independently arrange these insurances.

#### Independent Contractors

Independent contractors engaged by Mills Recruitment are responsible for ensuring that they have **adequate business insurance coverage** throughout the duration of their engagement.

#### Required Before Commencement:

Contractors must supply a valid **Certificate of Currency** for:

- **Public Liability Insurance**
- **Professional Indemnity Insurance**
- **Workers' Compensation** (or equivalent cover for sole traders)
- **Superannuation / Retirement Contributions** (where applicable by law)

*Failure to provide evidence of coverage may result in delayed commencement or suspension of engagement.*

#### Jurisdictional Notes for Contractors

Country	Insurance Requirements
Australia	ABN holders must obtain own <b>workers' compensation exemption (if applicable)</b> and have <b>public liability, PI, and superannuation</b> (voluntary or via own entity)
New Zealand	Contractors must register for <b>ACC cover</b> and provide proof of PI and public liability
Singapore	Business owners must ensure <b>WICA exemption</b> applies and carry appropriate <b>PI and business liability cover</b>
Malaysia	Required to obtain <b>own SOCISO exemption or private equivalent</b> and be GST-compliant if above threshold
Philippines	Must hold relevant business insurance, with optional SSS/PhilHealth/Pag-IBIG registration depending on structure (sole proprietor, corporation, etc.)



## Smoke free environment

Mills Recruitment aims to provide and maintain a working environment where workers are not exposed to hazards. Mills Recruitment recognises that environmental tobacco smoke is a health hazard and workers should be protected from the involuntary inhalation of tobacco smoke. Smoking of tobacco or tobacco related products including e-cigarettes, is prohibited in all work locations where Mills Recruitment's workers are located, this includes in host employer provided vehicles. Separate policies may exist at the host employer's workplace.

Mills Recruitment's premises are smoke free (office and entrance areas) and the smoking of tobacco or tobacco related products, including e-cigarettes is prohibited in the workplace.

## Smoking and smoke breaks

Smoking should occur during the worker's lunch break, however, if with prior agreement from the worker's manager, the worker may take one short smoke break during the day. Workers should freshen breath and wash hands prior to resuming work after smoking breaks.

All workers located at the host employer's workplace should follow the policies and procedures of the host employer, including smoking areas and smoking breaks.

## Worker support

If you would like support to quit smoking or vaping, the following resources are available:

Country	Support Contact Information
Australia	Quitline: <b>13 7848</b> Website: <a href="http://quitnow.gov.au">quitnow.gov.au</a>
New Zealand	Quitline: <b>0800 778 778</b> SMS: <b>4006</b> Website: <a href="http://quit.org.nz">quit.org.nz</a>
Singapore	I Quit Programme (28-day SMS support plus counselling)Website: <a href="http://HPB's I Quit programme (hpb.gov.sg)">HPB's I Quit programme (hpb.gov.sg)</a>
Malaysia	Smoking cessation support often available via <b>pharmacies, community health centres</b> , or your <b>general practitioner</b> ; pharmacist-led counselling and Nicotine Replacement Therapy (NRT) services are effective ( <a href="http://en.wikipedia.org">en.wikipedia.org</a> )
Philippines	Contact your <b>local healthcare provider, Employee Assistance Program, or public health centre</b> for smoking cessation assistance (e.g., counselling or NRT options)

These services offer free and confidential support, including counselling and nicotine replacement therapies.

## Retirement Contributions (Superannuation / Pension / Provident Fund)

Mills Recruitment complies with all applicable **statutory retirement savings obligations** in the countries where we operate. Contributions will be made to an approved retirement or pension fund in line with relevant local laws and your employment agreement.



### Key Provisions

- **Contribution Method:** Mills Recruitment will make employer contributions to a compliant retirement or pension fund **on a scheduled basis**, typically monthly or as prescribed by law.
- **Choice of Fund:** Where permitted by local legislation (e.g. Australia and New Zealand), employees may nominate a preferred fund. If no fund is nominated, contributions will be directed to a designated **default fund** registered in your country of employment.
- **Contribution Rates:** Contributions are made in line with **local minimum statutory requirements**, which vary by jurisdiction.

Examples include:

- **Australia** – Superannuation Guarantee to a registered super fund
- **New Zealand** – KiwiSaver contributions
- **Singapore** – Central Provident Fund (CPF)
- **Malaysia** – Employees Provident Fund (EPF)
- **Philippines** – Social Security System (SSS), Pag-IBIG Fund, PhilHealth

### Voluntary Contributions

Employees may choose to make **additional personal contributions** (where allowed under local laws) to their retirement savings.

- This must be requested **in writing** to Mills Recruitment
- Contributions must remain within the **legislated contribution limits or caps**
- Contributions will be processed via payroll where applicable

### Updating Fund Information

If you change your nominated retirement fund or require updates to your contribution details:

- Please notify Mills Recruitment **in writing as soon as possible**
- Provide all required fund or account details to ensure proper remittance

### For Independent Contractors

Independent contractors are responsible for managing their own retirement contributions.

- Mills Recruitment does **not make retirement, superannuation, or pension contributions** on behalf of independent contractors
- Contractors must ensure they comply with the **tax and retirement regulations** in their respective country, including the management of their own contributions, registrations, and reporting

## Travel insurance

Mills Recruitment have purchased travel insurance to cover workers who undertake business related travel of greater than 100km from their residence or office. Exclusions and limitations apply. Should you require the product disclosure statement or to make a claim, please contact the Chief Financial Officer.

## Vehicle use

This policy outlines the responsibilities and requirements for all **Mills Recruitment workers**—including **permanent, casual, on-hire employees**, and **independent contractors**—who are required to drive a **host employer's vehicle, Mills Recruitment vehicle** or **their own vehicle** for business purposes.

All workers must read and comply with this policy **prior to undertaking any work-related travel**.

### Approval Requirements

- **Casual and on-hire employees** must obtain prior approval from the **Director of Mills Recruitment** before:
  - Driving a **host employer vehicle**, or
  - Using their **personal vehicle** for host employer-related business.
- Approval must only be granted once adequate **insurance coverage** has been confirmed.

### Licensing Requirements

- All workers using a vehicle for Mills Recruitment-related business must:
  - Hold a **valid driver's licence** of the appropriate class in the country of employment (e.g. Western Australian licence or local equivalent).
  - Immediately notify both their **manager** and the **Director of Mills Recruitment** if their licence is **lost, suspended, revoked**, or subject to potential legal action.
- If a worker drives without a valid licence:
  - They may be held **personally liable** for all associated **costs, damages, and penalties**.

### Legal and Safe Driving Conduct

All workers must:

- Drive with **due care** and in compliance with all **traffic, road safety, and parking regulations**.
- Be responsible for the payment of any **finances or penalties** incurred while driving. If the driver is not identifiable, logbooks and vehicle records may be used to determine responsibility.
- **Never operate a vehicle under the influence** of drugs, alcohol, or any impairing substance.  
In the event of an accident while intoxicated:
  - **Insurance may be void**
  - The driver will be held **personally liable** for all **damage and injury**

### Mobile Phone Use

- **Hand-held mobile phones** must not be used while driving under any circumstances.
- Phones must be **turned off** or set to **do not disturb** while driving.
- If the vehicle is fitted with **Bluetooth or hands-free technology**:
  - Calls may be accepted if **legal**, but it is strongly recommended that drivers **pull over safely** before responding where practicable.

### Passenger Conduct

When carrying passengers for business purposes:

- The driver is responsible for ensuring passengers **behave appropriately**
- Conduct must be consistent with **company policies** and **road safety standards**

### Accidents, Breakdowns & Incident Reporting

In the event of a **traffic crash or incident**:

- **Do not admit fault or liability** under any circumstances
- **Exchange details** with other involved parties
- **Report the incident immediately** to:
  - **Mills Recruitment** either the **Director, General Manager** or **Consultant**, and
  - The **host employer manager**
- If necessary, report the incident to the **police**
- Any **mechanical issues or damage** to host employer vehicles must be reported **promptly**



### Vehicle Security and Care

All workers must:

- Take **reasonable steps** to prevent **loss, theft, or damage** to any vehicle used
- Never leave **keys, valuables, or personal property** unattended in vehicles
- Ensure vehicles are driven and parked **safely and responsibly**

### Smoke-Free Vehicles

- **Smoking** (including e-cigarettes or vaping) is strictly prohibited in any vehicle used for business purposes.
- Any worker who smokes, or permits a passenger to smoke, in a **host employer vehicle** may be subject to **disciplinary action**.

### Insurance Excess and Liability

- If a worker causes damage to a host employer vehicle while in their care:
  - They may be required to pay the **insurance excess** applicable under the host employer's policy.
- Where a vehicle is used without proper authorisation or valid licensing, the worker will be **fully responsible** for any and all resulting costs.

### GPS Tracking

- Host employer vehicles may be fitted with **GPS tracking systems**
- Workers are deemed to have **consented** to GPS monitoring when operating these vehicles

## Whistle-blower policy

Mills Recruitment is committed to conducting its operations:

- **Legally** – in accordance with relevant laws and regulations
- **Ethically** – in line with recognised professional and organisational values
- **Properly** – in compliance with all internal policies and procedures

This policy empowers workers to report **suspected wrongdoing** involving Mills Recruitment or a **host employer** during the course of an assignment, while ensuring that they are protected from retaliation, victimisation, or adverse treatment.

### Objectives

This policy aims to:

- Encourage the reporting of conduct that may cause **harm, loss, or reputational damage**
- Provide a **confidential and protected reporting channel**
- Ensure reports are handled in a manner that **protects the whistle-blower's identity**
- Promote a workplace culture of **transparency, integrity, and accountability**

### What Should Be Reported?

Workers are encouraged to report any **Reportable Conduct**, including but not limited to:

- Fraud, corruption, or dishonesty
- Criminal behaviour (e.g. theft, assault, property damage, drug use)
- Breach of legal or regulatory obligations
- Modern slavery or human trafficking concerns
- Unsafe, unfair, or unethical conduct
- Bullying, harassment, or discrimination
- Actions that may damage the **financial position or reputation** of Mills Recruitment or a host employer



### Reporting Channels

You may raise a concern through one of the following channels:

1. **To your direct Manager** (if working on a host employer site)
2. **To the Director of Mills Recruitment: [darryl@millsrecruitment.com.au](mailto:darryl@millsrecruitment.com.au)**  
**☎ 0448 941 832**
3. **To the host employer's Whistle-blower Protection Officer (WPO)**, if available
4. **To the relevant regulatory or enforcement body**, if the matter involves criminal conduct or regulatory breaches

If you believe your manager is involved in the misconduct, go directly to the Director or a designated WPO.

### Whistle-blower Protection

Mills Recruitment will not tolerate **retaliation or reprisal** against any person who makes a report in **good faith**, including protection from:

- Dismissal or demotion
- Harassment or bullying
- Discrimination or bias
- Any form of current or future disadvantage

All reports will be handled **confidentially**, and anonymity will be preserved where reasonably practicable. Reports may be made **anonymously**, and this does not reduce the seriousness with which they will be investigated.

Disclosures will only be shared beyond the investigation team where:

- Required by law; or
- The whistle-blower consents to disclosure

### Good Faith Requirement

To qualify for protection, the report must:

- Be made in **good faith**
- Be based on **reasonable belief**
- Be lodged through the **appropriate channels**

**False or malicious reports** will be treated as serious misconduct and may result in disciplinary action.

### Investigation Process

- Reports will be reviewed and assessed based on seriousness and credibility.
- If deemed **trivial or unsubstantiated**, the matter may be closed with a written explanation to the whistle-blower (if known).
- If deemed **credible**, the matter will be investigated promptly and fairly, in accordance with the principles of **natural justice** and **procedural fairness**.

Investigations may include:

- Confidential interviews
- Document review
- Consultation with relevant parties (host employer, legal advisors, etc.)

The whistle-blower (if identified) will be **kept informed** of the outcome, subject to confidentiality limitations and host employer policy.

### Mental Health & Support

Mills Recruitment acknowledges the potential **emotional impact** of whistle-blowing and will provide:

- **Access to the Employee Assistance Program (EAP)**
- A respectful and confidential handling process
- Support in navigating any fallout from the disclosure



### Responsibilities

All workers are responsible for:

- Reporting misconduct where observed or suspected
- Cooperating with investigations in a truthful and respectful manner
- Following this policy in conjunction with any **host employer's whistle-blower procedures**

Workers on assignment must **adhere to host employer policies** in addition to Mills Recruitment's standards.

### Breach of Policy

- Any worker found to have **breached this policy**, including acts of retaliation, interference, or failure to report serious misconduct, may face **disciplinary action**, up to and including **termination of employment or engagement**.

## Workplace behaviour policies

Mills Recruitment is committed to fostering a workplace culture that is **inclusive, respectful, and free from unacceptable behaviour**. All workers—regardless of their role or location—have the right to work in an environment that is **safe, fair, and free from discrimination, harassment, bullying, or victimisation**.

These expectations apply equally to:

- **Employees** (permanent, part-time, casual, on-hire)
- **Independent contractors**
- **Host employer interactions**
- **Work-related events and digital communications**

1. Equal opportunity
2. Harassment
3. Sexual harassment
4. Bullying
5. Victimisation

## Equal opportunity

We promote **merit-based decisions** in recruitment, performance, promotion, and reward. Discrimination of any kind is unacceptable.

### What is Discrimination?

Discrimination occurs when someone is treated unfairly or less favourably due to a personal attribute, whether **actual, assumed, or associated**.

### Unlawful Grounds of Discrimination Include:

- Gender, gender identity, or intersex status
- Sexual orientation
- Pregnancy or breastfeeding
- Age or marital status
- Race, ethnicity, or national origin
- Religious or political beliefs
- Disability (physical, intellectual, or psychological)



- Criminal record (subject to local legislation)
- Family or carer responsibilities
- Trade union membership or industrial activity

## Harassment

### Definition

Unlawful harassment is **unwanted behaviour** that offends, humiliates, or intimidates another person based on a protected attribute.

Examples include:

- Offensive jokes or comments
- Repeated teasing or name-calling
- Displaying offensive material
- Harassing emails or messages

## Sexual harassment

### Definition

Sexual harassment involves **unwelcome conduct of a sexual nature**, including advances, comments, gestures, or messages, where:

- It is reasonable to expect the conduct would **offend, humiliate, or intimidate**, and
- The behaviour is **uninvited and unwanted**

Examples:

- Suggestive comments or inappropriate jokes
- Displaying sexually explicit images
- Physical contact such as patting or brushing up
- Repeated unwelcome requests for dates
- Intrusive personal questions or comments

## Workplace bullying

### Definition

Workplace bullying is **repeated, unreasonable behaviour** directed toward a person that creates a **risk to health and safety**.

Examples:

- Verbal abuse, yelling, or threats
- Unjustified criticism or constant humiliation
- Exclusion, isolation, or sabotaging work
- Changing work arrangements without explanation
- Cyberbullying or social media-based intimidation

Bullying can occur between managers, co-workers, clients, or groups. It does not include legitimate performance feedback or management action taken reasonably.

Bullying does not include:

- Genuine and reasonable disciplinary procedures;
- Constructively delivered feedback or counselling that is intended to assist colleagues to improve their work performance or the standard of their behaviour; or
- Directing and controlling how work is done (a fundamental right of all employers).



## Victimisation

### Definition

Victimisation means subjecting someone to **disadvantage** because they:

- Made a complaint under this or any legal policy
- Supported someone else's complaint
- Participated in an investigation or hearing

### Examples of Detriment:

- Demotion, exclusion, dismissal, or suspension
- Being ostracised or gossiped about
- Loss of opportunities or benefits

### Application

This policy applies to all workers who work for Mills Recruitment, regardless of whether or not they work full-time, part-time, on-hire, casual or as independent contractors.

This policy applies to the behaviour of all Mills Recruitment's workers, during the course of their employment/engagement:

- In the workplace (including at host employer's workplaces);
- Work undertaken outside normal working hours;
- During work activities, including dealing with customers; and
- At work related events, including conferences and social functions.

Mills Recruitment encourage all workers to report cases of "unacceptable behaviour". Mills Recruitment do not permit retaliation against a person just because they propose to, have or are believed to have made a complaint of unacceptable behaviour under this policy, equal opportunity legislation or occupational health and safety legislation.

Where a complaint arises during the course of an on-hired worker's assignment, we will work with the host employer to ensure the complaint is effectively managed and resolved.

### Consequences

Unacceptable behaviour will not be tolerated by Mills Recruitment. Any worker found to have unacceptable behaviour will be personally responsible for his or her conduct.

Disciplinary action may be taken against any worker who is found to have engaged in any such behaviour. Depending on the seriousness of the incident this may include termination of employment or contract of engagement.

A worker who makes a fraudulent or vexatious complaint may face disciplinary action or termination of employment/engagement where appropriate.

Nothing in this policy stops workers making complaints to external agencies as is their workplace right.



## Reporting Procedure

### Informal Procedures

Workers who believe they have been subject to unacceptable behaviour should act as soon as possible by following the procedure set out below. Individuals who believe they have witnessed bullying behaviour in the workplace can also raise a complaint following the procedure below.

#### *Amicable Resolution*

Wherever practicable and if they feel comfortable doing so, workers should try to resolve the matter with the worker/s or manager/s or otherwise.

If the issue is unfair, offensive, discriminatory or bullying the worker should clearly state the offensive behaviour experienced, explain that the behaviour is unwelcome and offensive and ask that it stops. The person may not be aware that their behaviour or conduct was causing offense or was unwelcome.

Where the alleged bullying involves the worker's direct manager and it is not practical for them to directly resolve the matter, they should notify the Human Resources Manager at the host employer or the Director of Mills Recruitment.

#### *Informal Complaint Procedure*

This includes alternatives that can be applied in a flexible manner to address different complaints. It is intended to be used for less serious allegations and instances which generally do not warrant disciplinary action. If an aggrieved worker is unsure whether to make a formal or informal complaint, they can make an informal complaint first and then decide if they want to escalate the complaint to a formal complaint after speaking with either their manager, the HRM at the host employer (if available) or the Director of Mills Recruitment.

## Formal procedures

### Written Complaint Lodged

Where a worker wishes to lodge a formal complaint, they will be required to do so by communicating this in writing to their manager or the HRM at the host employer whilst on assignment/engagement and the Director of Mills Recruitment. The written complaint must include the names of the workers concerned, details of the incident(s) including dates and times and the names of any witnesses present.

### Formal Investigation Commenced

Where a written complaint has been lodged with Mills Recruitment, Mills Recruitment will raise this directly with the host employer or commence a formal investigation for internal matters. Formal investigations may be conducted by third parties.

Formal complaints will be handled in accordance with the following guidelines:

- Will be treated with the utmost confidentiality (except where Mills Recruitment deems it is necessary to disclose the complaint for the purpose of dealing with it effectively; disclosure will be no wider than is strictly necessary).



- Will be taken seriously, handled impartially and any steps taken will be in accordance with the principles of procedural fairness.
- Will be dealt with promptly, taking into account all of the circumstances.
- Workers who raise complaints are protected from victimisation.

How the investigation is to be conducted is at the complete discretion of Mills Recruitment and may follow the host employer's policies.

## Outcomes

The outcomes of a formal or informal complaint procedure will depend on the nature of the complaint, its severity and what is deemed appropriate in the circumstances.

For internal matters, where the results of an investigation suggest that a person is guilty of unacceptable behaviour, appropriate disciplinary procedures will occur. The disciplinary action will depend on the nature and severity of the behaviour and may include formal warnings or termination of employment, which may be instant dismissal where serious misconduct is deemed to have occurred.

For matters which occur whilst on assignment/engagement, outcomes will be in line with the host employer's policy.

Additionally, Mills Recruitment may deem the following action necessary to remedy the behaviour complained of:

- Requiring workers who have breached a Mills Recruitment's or a host employer's policy to apologise to the appropriate person(s);
- Placing workers on performance improvement plans to ensure improved behaviour; or
- Providing coaching and mentoring.

## Confidentiality

Whilst the person completing the investigation will endeavour to preserve the confidentiality of the complainant and the individual(s) complained of, it may be necessary to speak with the host employer, other workers or people involved to determine what happened and to maintain the integrity of the investigation process.

Those involved in the complaint (including complainant, witnesses etc) are also under a duty to maintain confidentiality and display a commitment to uphold the integrity of the investigation process. Gossiping and/or the spreading of rumours as a result of, or in connection with a process followed under this policy will not be tolerated and may lead to further disciplinary action for those concerned.

This policy is subject to review and amendment.



## Workplace health and safety (WHS)

Mills Recruitment is committed to ensuring the **health, safety, and welfare** of all individuals who perform work for or with us, including:

- **Employees**
- **Casual and on-hire workers**
- **Independent contractors**
- **Clients and host employers**
- **Visitors to our workplaces**

We are dedicated to maintaining a **safe, healthy, and supportive work environment**, whether on our own premises or while on assignment at a host employer's site.

### Policy Access & Training

All workers are expected to:

- Read and comply with the full **WHS Policy and Procedures Manual**, available at: [www.millsrecruitment.com.au](http://www.millsrecruitment.com.au)
- Complete the **WHS online training module** before starting any assignment (WorkPro)
- Participate in a **host employer safety induction** prior to commencing work at any external site

### Shared Responsibilities

**Health and safety is a shared responsibility.** All parties—including Mills Recruitment, workers, host employers, and independent contractors—must work collaboratively to identify and control risks.

### All workers must:

- Take **reasonable care** of their own health and safety
- Avoid actions that may put others at risk
- **Comply with instructions**, safety signs, and lawful directions from managers or safety representatives
- Use **personal protective equipment (PPE)** as directed
- **Report hazards**, unsafe conditions, or near misses as soon as possible

### Reporting Accidents & Incidents

If an accident, injury, or near-miss occurs:

1. **Immediately notify** your host employer supervisor and Mills Recruitment Consultant
2. Complete and submit the:
  - **Host employer's internal reporting form**
  - **Mills Recruitment Accident/Incident Report Form**, available at [www.millsrecruitment.com.au](http://www.millsrecruitment.com.au)

Mills Recruitment will investigate all incidents to prevent recurrence and ensure compliance with local safety regulations.



## Return to Work & Injury Management

In the event of a work-related injury or illness, Mills Recruitment will:

- Work with the injured worker, their treating practitioner, and the host employer to develop a **return-to-work plan**
- Provide suitable duties wherever practicable
- Manage workers' compensation claims with fairness and transparency

This applies in accordance with:

- **State-based laws** (e.g., Workers' Compensation Acts in Australia, ACC in NZ)
- **Local legislation** in Singapore, Malaysia, and the Philippines

## WHS Resources & Self-Management

Our website includes tools and resources to support safe work practices, including:

- **Ergonomic workstation setup guides**
- **Remote and home working guidance**
- **Manual handling procedures**
- **Accident and incident reporting resources**

Please familiarise yourself with these materials, especially if you are:

- Working from home
- Performing manual labour
- Experiencing discomfort or fatigue at your workstation

## Compliance

Mills Recruitment complies with all applicable health and safety legislation, including but not limited to:

- *Work Health and Safety Act 2011* (Australia)
- *Health and Safety at Work Act 2015* (New Zealand)
- *Workplace Safety and Health Act* (Singapore)
- *Occupational Safety and Health Act 1994* (Malaysia)
- *Occupational Safety and Health Standards* (Philippines, DOLE)

## Final Reminder

**Safety is everyone's responsibility.** If you see something unsafe—report it. If you are unsure—ask. If you are unwell or injured—seek support early.

## Document Control

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