



# Casual Employment Agreement - Australia

## PARTIES BETWEEN

**Synaco Global Recruitment Pty Ltd. (ACN 157 844 212)**

**AND**

.....  
**Full Name of Casual Employment Candidate (I, me, my)**

## BACKGROUND

A. In its labour hire businesses, Synaco employs casual employees for on-hire to its clients (**Client**) to fill such work assignments (**Assignment**) as its Clients require from time to time according to their operational requirements. At all times when an employee is on Assignment with a Client, the employee is and remains an employee of Synaco and not the Client although employees will usually be given day to day instructions about the performance of work by the Client.

B. Synaco and I have agreed that on each and every occasion that a Synaco company offers me employment and I accept it, the terms and conditions in this Agreement shall apply to my employment.

## AGREEMENT

**It is agreed as follows:**

### 1. COMMENCEMENT AND OPERATION

This Agreement will commence on the date that it is signed by me. Synaco and I agree that the terms and conditions of this Agreement will apply on each occasion when I am employed by Synaco even though I may from time to time be employed by Synaco on a number of separate Assignments and on Assignments for different Clients.

### 2. EMPLOYER

Whilst on Assignment, my employer is Synaco Global Recruitment Pty Ltd or any one of its subsidiaries.

### 3. NATURE OF EMPLOYMENT

3.1 I accept that at all times when I am employed by Synaco I shall be a casual employee of Synaco, employed on an hourly basis. As I will be paid on casual rates, I understand that I am paid a casual loading, which may be incorporated in my hourly rate, and am not entitled to paid entitlements such as, but not limited to, annual leave, personal leave, compassionate leave, redundancy pay or payment for public holidays when I do not work. I also understand that during any Assignment my employment may be terminated by Synaco at any time on one (1) hour's notice.

3.2 I acknowledge and agree that:

- a) By entering into this Agreement Synaco does not guarantee that I will be offered employment;
- b) Any and all employment offered by Synaco will be on a casual basis and will include particular oral or written Assignment details which will apply on a particular Assignment but which will not override this Agreement;
- c) Different rates of pay and entitlements may apply on different Assignments for reasons including the application of different modern awards and agreements;
- d) Synaco and the Client may communicate with me about Assignments including by telephone and leaving telephone voice messages and text messages;
- e) I am not entitled to any expectation of on-going employment with Synaco;



f) If particular hours of casual employment are offered to me, Synaco may later vary or reduce those hours for any reason; and

g) I may, at my discretion, accept or reject an offer of work.

#### **4. ASSIGNMENTS**

4.1 Although I have the right to accept or refuse an Assignment, once I accept an Assignment I agree to complete the entire Assignment subject to the rights of Synaco and me to terminate any Assignment.

4.2 When on an Assignment, Synaco will employ me in the position and with the duties, times and start date specified in my Assignment details (verbal or written) in accordance with the directions given by Synaco based on the tasks required by the Client from time to time.

4.3 Except when I am absent on authorised unpaid leave, I will attend my designated place of work during the hours agreed in the Assignment conditions (verbal or written).

4.4 Synaco may offer me Assignments with different positions and duties and may change my position and duties during the course of an Assignment. Synaco may also change my work location. This Agreement will continue to govern each period of my employment until it is terminated, varied or replaced.

4.5 On each day or shift for when I am employed on an Assignment I agree to:

- a) Report to work punctually and, subject to agreed rest and meal breaks, remain at work until the end of my agreed hours or shift;
- b) Advise Synaco as soon as possible, and at least one (1) hour before my scheduled starting time, if I will not be at work by my agreed starting time or will not be able to attend for work;
- c) Perform such duties as are reasonably associated with my position and other duties which I am capable of performing as required and authorised from time to time;
- d) During my rostered hours work to the best of my ability and devote all of my time, attention and skill to the performance of my duties;
- e) Follow lawful and reasonable directions given to me by Synaco or a person authorised by Synaco to supervise me who may be a representative of a Client;
- f) Promote the interests of Synaco and at all times strive to be a good ambassador for Synaco;
- g) Comply with all applicable laws and policies and procedures;
- h) Attend for work suitably attired and wear or use all personal, protective equipment as required; and
- i) Attend and participate in all inductions, training, performance appraisals, meetings and the like as may be required.

#### **5. SUITABILITY FOR EMPLOYMENT, REFERENCES AND PRIVACY**

5.1 I warrant that all information that I have provided to Synaco and any of its officers, employees or agents in the recruitment process is true and correct. I also acknowledge that if any material information that I have provided is not true and correct, Synaco is entitled to immediately terminate any current Assignment.

5.2 I authorise Synaco to make such checks as it considered necessary or desirable regarding my employment history, general character, qualifications and licences and I will do all things necessary to facilitate any such check.

5.3 If it is a condition of a Client that I obtain or provide any police or other clearance before or while working on an Assignment, I will ensure that I do all things necessary to obtain and provide such clearance.

5.4 Provided that it is directly or indirectly related to my employment, or potential employment, I consent to Synaco disclosing all information which relates to me, including any test or assessment result, which is collected by Synaco, to its clients and other third parties provided that reasonable care is taken to ensure that such information is reliable and is transmitted accurately to the client or third parties.

#### **6. HOURS OF WORK**

6.1 Synaco will advise me of my rostered hours of work for each Assignment and I acknowledge that such hours may change as they will depend upon the Client's operational requirements from time to time. The spread of any hours offered may be at any time and on any day of the week.

6.2 I will be entitled to a meal break after each five (5) hours of work unless an applicable modern award or enterprise agreement states differently.

#### **7. ADDITIONAL HOURS AND OVERTIME**

7.1 I acknowledge that my ordinary hours of work are defined under the relevant modern award that applies to the Assignment.

7.2 I agree that if I accept an Assignment, I will perform such reasonable additional hours beyond the ordinary hours of work as may be required in relation to that Assignment.

7.3 Any additional hours and overtime will be paid in accordance with my agreed rate of pay for the Assignment and the requirements of any applicable modern award or enterprise agreement.

7.4 I will not work hours in addition to my rostered hours, or other additional hours, without authorisation by both Synaco and the Client. If I work additional hours or overtime without authorisation, I agree that I will not be entitled to be paid for such time.

## **8. HOURLY RATE OF PAY AND ENTITLEMENTS**

8.1 When employed on an Assignment, Synaco will pay me an agreed hourly rate of pay which will be at least the minimum hourly casual rate in any applicable modern award or enterprise agreement.

8.2 Synaco will ensure that its payments to me for time that I work meet the minimum requirements of legislation and any applicable modern award or enterprise agreement, including any penalty rates, allowances and overtime rates.

## **9. SUPERANNUATION**

9.1 Synaco will make superannuation contributions on my behalf, to a complying superannuation fund in accordance with the minimum requirements of the Superannuation Guarantee Charge Act 1992 (Cth).

9.2 I acknowledge that superannuation contributions will only be made by Synaco in respect of my ordinary time earnings which includes my ordinary hours of work.

9.3 If a default fund is not specified in any applicable modern award or enterprise agreement then I may choose a complying superannuation fund by completing and returning a Superannuation Choice form to Synaco. Otherwise, I agree that Synaco will make any superannuation contributions on my behalf to Kinetic Super.

## **10. COMPLETE ENTITLEMENTS**

10.1 I acknowledge that my hourly rate of pay includes compensation for all entitlements, benefits or payments that might otherwise be due to me under any law or industrial instrument (including an enterprise agreement or modern award) that may apply to my employment. To the extent that my hourly rate exceeds the minimum rate of pay due to me under any law or industrial instrument, the excess may be set-off against each entitlement imposed by the law or industrial instrument, including but not limited to penalty rates, loadings including but not limited to public holiday loadings, leave loadings, allowances, overtime payments, shift penalties and other payment, of any kind that would otherwise be due under any law or industrial instrument. The rates used for calculating any set off will be the relevant rates of pay contained in the applicable law or industrial instrument.

## **11. RECOVERY OF OVERPAYMENTS**

11.1 I agree that Synaco may recover from me monies paid to me incorrectly for any reason.

11.2 To the extent permitted by law, I agree to pay Synaco any outstanding advances or other payments due to Synaco by me, including overpayments by Synaco and to the extent there is any deduction, will authorise that deduction in writing. I agree to pay or repay such amounts to Synaco within 14 days or such other timeframe as may be agreed between me and Synaco taking into account my particular circumstances.

11.3 If reasonable and practicable, Synaco and I shall reach specific agreement on the process for recovery of overpayments on the following basis:

- a) No deduction shall be made which will result in me receiving less than 75% of my normal wage or salary for the nominated period.
- b) The process of wage deduction to recover the overpayment will commence within two (2) weeks of the overpayment being identified.
- c) The agreed process and schedule for the recovery of the overpayment shall be documented and signed by Synaco and myself.
- d) In the event that no agreement is reached I agree that I will repay the overpayment by having 25% of my wages deducted each week until the debt is repaid provided always that if I leave the employment of Synaco prior to my having repaid the debt then the balance outstanding shall immediately become due and payable.

## **12. TIMESHEET AND WAGES**

12.1 It is my responsibility to complete a timesheet or record of hours (based on a agreed process with the host client) on each day or shift when I attend for work. I must also ensure that a completed Synaco or approved Client timesheet is signed by both the Client and myself and provided to Synaco before 10am (AEST) each

Monday when I have been rostered in the previous 7 day period or such other arrangement or time as may from time to time be advised to me by Synaco.

12.2 If I submit my timesheet late, it may result in Synaco needing to delay payment of my wages until the following week.

12.3 Synaco will pay my wages weekly in arrears by electronic funds transfer into my nominated bank account on a weekly basis.

### **13. LEAVE AND NOTIFICATION OF ABSENCES**

13.1 I am entitled to unpaid leave in accordance with and subject to the National Employment Standards (NES) under the *Fair Work Act 2009* (Cth) and any applicable modern award or enterprise agreement. These laws may be amended or replaced from time to time in which case my entitlements will be in accordance with the laws as amended.

13.2 I may take unpaid personal/carer's leave in accordance with the NES:

- a) if I am not fit for work because of a personal illness or injury; or
- b) of up to 2 days for each occasion to provide care or support to a member of my immediate family, or household, who requires care or support because of:
  - a. A personal illness or injury affecting the member; or
  - b. An unexpected emergency affecting the member (carer's leave)

13.3 In accordance with the NES, I may take compassionate leave of 2 days for each occasion when a member of my immediate family, or a member of my household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or c) dies.

13.4 If I am to be absent on authorised leave during an Assignment, I must advise Synaco as soon as practicable of my need to take personal/carer's leave or compassionate leave. I must advise my Synaco consultant as soon as practicable of the type of leave and its expected duration so that alternative arrangements can be made to cover my duties.

13.5 I am required by Synaco to support each day of absence from an Assignment for reasons warranting the taking of personal / carer's leave or compassionate leave by giving Synaco evidence that would satisfy a reasonable person that the absence is properly taken for the relevant purpose. A medical certificate will be accepted as reasonable evidence in the case of personal illness or injury. In other cases an example of reasonable evidence is a statutory declaration.

13.6 Failure to provide adequate notice or written supporting evidence may mean that my absence from work is unauthorized and may result in disciplinary action including the termination of my Assignment.

### **14. CONCERNS AND DIFFICULTIES WHILE ON ASSIGNMENT**

14.1 If I have any concern or difficulty when I am on Assignment, I will discuss the concern or difficulty with my Synaco consultant. Examples of concerns or difficulties might include concerns about occupational safety matters, duties that I am required to perform or inappropriate workplace behaviour by co-workers.

14.2 I recognise and acknowledge that an Assignment may involve a variety of tasks, conditions and challenges. If

I have any difficulty or complaint about any matter or Assignment, I agree that I will raise the issue with Synaco and through appropriate grievance procedures and will not approach the media or cause the matter to be made public or published. Unless I am compelled to do so by law, I will not express my difficulty or complaint in a public forum or internet, including social media, site either during or after an Assignment without the express written permission of Synaco and the Client.

### **15. POLICIES AND PROCEDURES**

Synaco has various policies and procedures which will apply to my employment when on Assignment. I must read, understand and comply with the obligations on employees in each of these policies. Synaco may review, vary, replace or withdraw the policies and/or procedures from time to time in its absolute discretion. Synaco may also require me to comply with policies and procedures of a Client when I am on Assignment. To avoid doubt, any obligations on Synaco set out in Synaco's policies and/or procedures do not form part of my employment contract, are not binding on Synaco and are not incorporated into this Agreement.

### **16. WORKPLACE BEHAVIOUR**

I agree that I must do all within my power to ensure that the workplace is free from unlawful discrimination, harassment, bullying and victimization. In doing so, I shall comply with all anti-discrimination, anti-vilification and occupational health and safety laws and relevant Synaco and Client policies and procedures. Under no circumstances, will breaches of these requirements be tolerated by Synaco.

## 17. PERSONAL COMMUNICATION

I agree to only make personal telephone calls during working hours if they are absolutely essential. I may only make a telephone call on a Client telephone if I am authorised to do so by the Client in which case I agree to reimburse the Client for the cost. I will not use a Client's computer system at any time for sending or dealing with personal email and will not use a Client's computer system to access the internet, including social media sites, for private purposes.

## 18. CONFIDENTIALITY

18.1 Confidential Information means any information about Synaco and its Clients and their businesses, which is confidential and not in the public domain other than due to a breach of this Agreement and includes but is not limited to, any document, book, accounts, marketing plan or marketing and sales techniques, employee information, ideas, concepts, processes, know-how, patents, specifications, drawings, designs, trade secrets, information regarding financial and business dealings with a client or supplier or prospective client or supplier.

### *Obligations during employment*

18.2 During my employment, I must not use or disclose Confidential Information unless the use or disclosure is:

- a) required by law;
- b) made as part of the proper performance of my duties; or
- c) agreed in writing by Synaco or a Client in relation to their respective Confidential Information;

### *Obligations after the termination of the employment*

18.3 My obligations in relation to the use and disclosure of Confidential Information survive the termination of my employment.

### *Preventing and reporting disclosure*

18.4 I must take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Confidential Information. I must immediately advise Synaco if I become aware of a breach of confidentiality obligations to Synaco or a Client whether by me or any other Synaco employee.

### *Duty to of fidelity*

18.5 To avoid doubt, this clause is not intended to limit any duty of fidelity owed by me that is implied into my contract of employment.

18.6 I agree that if called upon by Synaco or a Client when I am on Assignment I will sign a separate confidentiality agreement to protect the interests of Synaco or the Client.

## 19. INTELLECTUAL PROPERTY

19.1 **Intellectual Property** means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

19.2 Synaco owns all Intellectual Property rights that I create or contribute to during my employment. I must do all things necessary to ensure that Synaco owns Intellectual Property that I create or contribute to during the employment.

19.3 I must inform Synaco of all Intellectual Property that I create or contribute to during the employment and I unconditionally and irrevocably assign all such present and future Intellectual Property to Synaco.

19.4 I may not make use of or reproduce any Intellectual Property owned by Synaco without that entity's prior written consent, other than in the ordinary course of my employment.

19.5 This clause survives the termination of my employment and this Agreement.

## 20. MORAL RIGHTS

20.1 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth);

20.2 If I have Moral Rights in any Intellectual Property owned by Synaco or a Client, I:

- a) irrevocably consent to any act or omission by Synaco or the Client which infringes those Moral Rights;
- b) agree that my consent extends to acts and omissions by the licensees and successors in title of Synaco or the Client as the case may be; and
- c) agree that my consent is a genuine consent given under Part 9 of the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statement.

## **21. WORKPLACE SURVEILLANCE**

21.1 From the commencement of any Assignment, on an ongoing basis, my computer use, including internet and email use will be subject to continuous monitoring through the use of software, in accordance with Synaco and Client policy.

21.2 From the commencement of any Assignment, on an ongoing basis, I will be subject to camera surveillance through visible cameras while I am on Synaco' or a Client's premises, in accordance with Synaco or Client policy.

## **22. TERMINATION OF ASSIGNMENTS**

22.1 Either party may terminate an Assignment by giving one (1) hour's notice to the other party or any greater notice period that is required under any applicable modern award or enterprise agreement.

22.2 Although I am only required to give one (1) hour's notice to terminate an Assignment, I acknowledge that if I have accepted an Assignment which is of more than four (4) weeks' duration and for any reason decide to terminate the Assignment early I will endeavour to advise Synaco at least 48 hours before I intend to terminate the Assignment so that Synaco may find a replacement.

22.3 Due to the nature of my casual employment, I understand that the length of any Assignment may be shortened. If an Assignment is shortened, I acknowledge that I will not be entitled to any compensation.

22.4 On the termination of an Assignment:

- a) Synaco will pay the wages owing to me;
- b) Synaco will not be liable to pay me any other amount unless required to under any law, modern award or enterprise agreement;
- c) I will return all property of Synaco and the Client in my possession or under my control;
- d) Obligations in this Agreement about confidentiality, restraint, intellectual property, moral rights and return of property continue to operate;
- e) My employment will end and unless either Synaco or I advise otherwise, Synaco will retain my details for other Assignment opportunities.

## **23. EMPLOYMENT WITH CLIENTS AND RESTRAINTS**

23.1 If I am approached by, or approach, a Client or any other agency or employer about undertaking work as an employee or contractor and the introduction results from a casual Assignment or referral by Synaco, I will immediately notify Synaco before accepting any employment or engagement. This will apply during my employment and for six (6) months after the completion date of my last Assignment with Synaco.

23.2 I will not during any employment with Synaco and for a period of six (6) months after the end of any Client Assignment for Synaco seek to solicit or divert any person who is an employee:

- a) Of the Client with whom I have been on Assignment; or
- b) Of Synaco, or is in the habit of being an employee of Synaco,;

and with whom I have had work-related dealings in the six (6) months preceding the end of my employment with Synaco or last Assignment with the Client to terminate his or her employment or arrangement with Synaco or the Client whether or not it would be a breach of that person's contract of employment or arrangement.

23.3 I agree to notify Synaco before applying for any work directly with a Client or its subsidiaries with whom I have had work-related dealings in the preceding six (6) months and agree to be represented by Synaco for any such employment or engagement.

23.4 This clause survives the termination of my employment and this Agreement.

## **24. NOTIFICATION OF RISK AND SPECIAL RESPONSIBILITIES**

24.1 If a Client requests me to use a company vehicle, handle cheques, cash, valuables, documentation or equipment whether on or off the premises of the Client, I will advise Synaco immediately to allow Synaco to verify that the appropriate insurance arrangements have been made. If I fail to advise Synaco, I accept that I may be personally responsible for any damage or loss incurred or suffered.

24.2 If I handle cash in the course of an Assignment I undertake to exercise the utmost care and competence in doing so. I further agree that I will follow all rules and policies relating to the handling of cash.

## **25. OPERATING VEHICLES AND EQUIPMENT**

25.1 If I am asked to operate a vehicle or equipment where a motor vehicle, truck, forklift or other licence is required, I will advise Synaco immediately and, if requested, supply a copy of the current relevant licence held by me.

25.2 If any licence held by me is suspended or cancelled, inapplicable or restricted for any reason, I will immediately notify Synaco and cease to operate any relevant vehicle or equipment.

25.3 I must at all times comply with traffic and parking laws. Synaco will not meet the cost of any traffic or parking infringement incurred by me.

## **26. COMPANY PROPERTY**

26.1 Before an Assignment ends, or as soon as practicable afterwards, I must return all property belonging to computer disks, mobile phones, accessories to any equipment, motor vehicles, credit cards, keys Synaco and the Client with whom I have been on Assignment including but not limited to, all laptops, software and security passes, Confidential Information, information, phone lists, customer contact details, records, paper, correspondence and other documents, however stored. Synaco may require the return of items of property during the course of the employment or an Assignment and I agree that this will not amount to a repudiation of any employment with Synaco.

26.2 I understand that I may be liable for any wilful or negligent damage or loss I cause to any property of Synaco or a Client during or after any Assignment.

26.3 This clause survives the termination of my employment and this Agreement.

## **27. MY PROPERTY AND SECURITY**

27.1 I shall be responsible for the safety and security of my own personal belongings and property during each Assignment and when travelling to and from work.

27.2 I agree to permit a Synaco or Client representative to inspect any bag, container, vehicle or other personal property that I bring onto a Synaco or Client worksite.

27.3 I must not bring onto any Synaco or Client worksite any alcohol, drug (other than drugs freely available from an Australian pharmacy or drugs for which I have a personal prescription), weapons or dangerous goods or substances.

## **28. USE OF OWN VEHICLE/EQUIPMENT**

28.1 I will not use my own vehicle for any business purpose of a Client without the prior written approval of Synaco and subject to any terms and conditions that Synaco may place on the use of the vehicle which will always include agreement about reimbursement of my expenses and that it is registered, has third party insurance and is roadworthy at all times. I agree to provide Synaco with evidence of my registration and insurance as a precondition of any use of a personal vehicle in the course of employment.

28.2 I warrant that I will not use my own equipment to perform any task or duty when on Assignment unless the equipment is in proper working order and appropriate for the task or duty.

28.3 I will not use any personal computer equipment for any business purpose of a Client without prior written approval of Synaco and subject to any terms and conditions that Synaco may place on its use. I must not load any personal software or use my own USB drives on any Client computer system unless specific written authorisation is granted by Synaco.

## **29. ALCOHOL & DRUGS**

29.1 I must not attend for work under the influence of alcohol or illegal drugs. If I am taking prescribed medicine that may adversely affect my fitness for work I agree to advise Synaco before attending for work.

29.2 I acknowledge and accept that as a condition of working on Assignment in some Client workplaces I must comply with maximum drug and alcohol readings and may be required to undertake drug and alcohol screening prior to, and during the course of, an Assignment. I acknowledge and agree that such testing may include breath or urine testing and agree that I will submit to such testing as and when required.

## **30. WORKPLACE HEALTH AND SAFETY**

30.1 I accept that I must take all reasonably practicable steps to ensure the health and safety of myself and others in the workplace. In doing so, I must comply with all occupational health and safety laws and relevant policies and procedures of Synaco and the Client that apply at the workplace where I work on Assignment.

30.2 I agree to:

- a) Perform only authorised tasks for which I am qualified, trained and licensed to perform;
- b) Refuse to undertake a task if I believe it would be unsafe, including if I am being asked to perform it in an unsafe manner;
- c) Report to Synaco immediately if I believe that I or any Synaco employee has been asked to perform work which would be unsafe;
- d) Never take on new responsibilities at a worksite unless I have confirmed with Synaco that I am authorised to do so;
- e) Make sure I understand all safety training provided to me by or on behalf of Synaco and the Client to which I am assigned;

- f) Ensure that I am fully informed about and understand the health and safety policies and procedures at each worksite before performing work and ask for further information or clarification if I am not sure about these policies and procedures;
- g) Operate in a safe manner so as not to cause injury to myself or any other person;
- h) Follow all verbal or written safe work policies, procedures, practices and directions;
- i) Act as a positive example to others by observing health and safety programmes and procedures;
- j) Co-operate with and participate in all programmes to make the work environment safer and healthier;
- k) Maintain good housekeeping and hygiene standards at all times;
- l) Observe all warning signs and notices;
- m) Obey all lawful commands from Synaco and the Client to whom I am assigned, to ensure that I follow a safe method of work and maintain a safe work environment; and
- n) Not alter or tamper with, anything that is provided for the purpose of making safe the method of work, equipment or work environment such as, but not limited to, safe work instructions, equipment guarding, fire extinguishers, safety signage.

30.3 To ensure I am fit to perform all duties without threat to my own health or safety or that of any other person, I agree that if Synaco is concerned about my fitness for work, it may require me to obtain, and provide it with, a medical certificate from a doctor nominated by Synaco stating whether or not I am fit to perform the full duties of the relevant position.

### **31. SAFETY HAZARDS AND INJURIES**

I accept that as part of my health and safety obligations I must:

- a) disclose and report immediately to my Synaco consultant all injuries and health conditions that could possibly be relevant to or affected by the work I perform or which may affect the work that I perform;
- b) report immediately any injury, possible injury or physical discomfort at the workplace to the worksite supervisor *and* to my Synaco consultant;
- c) provide my Synaco consultant with all medical certificates that are relevant to my work as soon as possible but in no case later than 48 hours of seeing a medical practitioner;
- d) correct where possible, if I am authorised or qualified to do so, or report immediately to my worksite supervisor and to my Synaco consultant any unsafe situation, including any "near miss" incident;
- e) Not undertake a task until confident that I understand the task, the hazards involved in it and the controls that need to be in place to prevent those hazards from causing harm to me or others;
- f) Attend a doctor to obtain a Work Cover medical certificate when lodging a worker's compensation claim and provide a copy to Synaco;
- g) Complete the 'employee' workers compensation claim forms and submit this to the insurer if I intend to make a claim for workers compensation;
- h) Communicate with Synaco and the insurer about my injury status;
- i) Co-operate in any injury management and/or return to work plan;
- j) Undertake any training or induction that I am asked to undertake; and
- k) Undertake suitable duties provided to me as part of my return to work program.

### **32. SAFETY EQUIPMENT**

32.1 I accept that as part of my health and safety obligations I may have to wear personal protective equipment (PPE). This may include, but is not limited to, high visibility clothing, safety boots, respirators, safety harnesses. I agree to wear such PPE during all working times, if required.

32.2 Where applicable, I will use and maintain any PPE provided to me by Synaco or a Client and return the PPE when requested. I will immediately report any defects in PPE and request its replacement as necessary.

32.3 I accept liability for loss or damage to borrowed PPE that arises as a result of my own negligence or serious misconduct.

### **33. BREACH OF AGREEMENT**

I recognise that irreparable damage may result to Synaco or a Client if I breach my obligations in this Agreement and agree to the issuance of a restraining order, injunction, or both, against me for such a breach in addition to any other rights Synaco or the Client have.

### **34. RELATED BODIES CORPORATE**

Where this Agreement relates to any related body corporate of Synaco Group Limited, I agree that Synaco Group Limited holds the benefits of this Agreement relating to the related body corporate on trust for the related body corporate and that Synaco Group Limited may enforce this Agreement on behalf of the related body corporate and that any related body corporate may itself enforce this Agreement as it relates to it.

### **35. GENERAL**

35.1 The Background forms part of this Agreement.

35.2 This Agreement is governed by the laws in force in the State of my principal location of work. The parties each irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in my principal location of work.

35.3 This Agreement is intended to apply to a series of casual employment contracts and does not terminate by the termination of an employee's employment on Assignment.

35.4 This Agreement may only be amended, modified or replaced by a subsequent written agreement signed by me and Synaco. This Agreement supersedes all prior discussions, representations, negotiations, understandings and agreements, including but not limited to, any contract of employment with a previous employer. When I am employed to undertake a Client Assignment, I will be advised orally or in writing of the Assignment Details. This Agreement will have precedence over any oral or written Assignment Details.

35.5 If a clause of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

35.6 I agree to not disclose the details of this Agreement, including but not limited to my remuneration, to any other person, except, to the extent necessary, family members and any financial, legal advisers or creditors.

35.7 If either party waives any right under this Agreement, the waiver of the right does not preclude the party who has waived its right under the Agreement from exercising it at a later time.

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## Signed as an Agreement

I, \_\_\_\_\_ (**Print name**) have read and understood each of the terms and conditions set out in this Agreement and agree to be bound by them each time I am employed by Synaco.

\_\_\_\_\_  
Signed on behalf of casual employment candidate

\_\_\_\_\_  
Date

Signed on behalf of Synaco Global Recruitment Pty Ltd (ACN 157 844 212)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full name of authorised representative