**Date:** Enter Date

**Name:** Enter Name

**Street Address:**

Enter Street Address

Enter Suburb, State, Post Code

Dear <Enter Employees Name>

**RE: Offer of Employment**

Further to our recent discussions, we are pleased to offer you Casual with Symmetrical Group.

We look forward to working with you and hope that we will have a mutually beneficial association as part of the Symmetrical Group team. The principal conditions of this offer of employment are as follows:

**Commencement Date:**

Subject to your acceptance of this offer we would like you to commence work, under this contract of employment on the <enter date>.

**Location:**

The location of the Employment is based in Balcatta at Symmetrical Groups head office. Site work and visits will also be required from time to time.

**Job Classification and Type of Employment:**

Your Job classification will be Electronics/Software Program Technician.

Your employment with Symmetrical Group will be “Casual” employment and will be subject to the workload the company has during a particular period.

**Rate of Pay & Pay Arrangements:**

Your flat rate will be <enter pay rate> per hour inclusive of any casual loading applicable to your position. The loading is calculated to provide proportionate compensation in lieu of payment for annual leave, annual leave loading, public holidays, roster days off, sick leave and to compensate for the nature of casual work. Therefore, as a casual employee, you are not entitled to any paid leave.

**Superannuation:**

The company will make contributions to your nominated Superannuation Fund in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992, (as amended).

In summary you will be paid 9% Superannuation on your base hours of work as detailed in the next section.

**Hours of Works:**

While Casually Employed with Symmetrical Group you will be required to present to work between 8am and 5pm Monday to Friday (excluding public Holidays).

During this period you are entitled to the following breaks:

Morning Tea: 9:00am - 9:15am (paid)

 Lunch : 12:00noon – 12.30pm (un paid)

In summary during a normal day you will be paid for 7.5 hours work.

**Supervision:**

You will report directly to Simon Aldridge – 0449 266 494.

**Occupational Health and Safety**

You will be required to comply with the relevant Health and Safety Legislation, Regulations and Policies which Symmetrical Group is bound and/or has established. Safety and protective clothing, safety foot wear, safety eye wear, head ware, etc must be worn as directed and supplied by Symmetrical Group.

You may be required to undertake safety induction training, including induction training prior to working at either Symmetrical Group premises and sites or client premises and sites. This includes adhering to the company fitness for work policy which includes drug and alcohol testing by either Symmetrical Group or our clients as part of random testing programs. Symmetrical Group reserves the right to stand down an employee without pay in the event of a breach of the Occupational Health and Safety Policy and or a positive drug test result.

In closing we look forward to welcoming you to Symmetrical Group and the opportunity to work with you.

Regards

Simon Aldridge

Director/Supervisor

Symmetrical Group

**Additional Terms of Employment**

1. **Position and Duties**

1.1 This offer of employment is for the position specified in your letter offer only.

1.2 You undertake to fulfil the requirements of the position to the best of your abilities and to meet the performance expectations as specified in the position description for your position and/or as outlined by your manager.

1.3 During working times you must devote all of your time, attention, and skills to the business of Symmetrical Group and the performance of your duties. Where necessary, you must also work outside the usual hours of business.

**2.0 Conflict of Interest**

2.1 You may not participate in activities or decisions which conflict, or appear to conflict, with your duties or responsibilities to Symmetrical Group. You are not permitted to engage in any other business activities without written consent from Symmetrical Group.

2.2 You must not become an employee, agent, contractor of any other person, hold any directorship or other office in or accept any appointment to any other entity or body, without the prior written consent of Symmetrical group.

2.3 You undertake not to accept any payment or other benefit in money or kind from any person or entity as an enducement or reward for any or forbearance in connection with any matter or business transacted by or on behalf of Symmetrical group.

**3.0 Symmetrical Group Policies and Procedures**

3.1 Symmetrical Group has standard policies and procedures on many matters which impact on its employment relationship with you. These policies aim to maintain high standards of safety, quality and environmental care, and to foster conditions of both personal and corporate responsibility.

3.2 You must ensure that you know the polices and observe them at all times.

**4.0 Non Solicitation**

4.1 Your appointment with Symmetrical group will mean that you will come into contact with market sensitive information including information pertaining to Symmetrical Group clients and employee’s.

4.2 You must not, during your employment and for a period of 3 months after the termination of your employment:

A) Either on your own account or for any person, firm, or organisation, solicit or endeavour to solicit or entice away from Symmetrical Group, any director, Manager, or employee of Symmetrical Group whether or not such person would commit any breach of his or her contract of employment by reason of leaving of Symmetrical Group;

B) You will not solicit or entice or attempt to entice away from Symmetrical Group, any client, or potential client, with whom you had dealings during your employment.

**5.0 Confidentiality and Return of Documents**

5.1 During the course of your employment you will come into contact with Confidential Information. Confidential information is trade secrets and confidential know how of which you become aware or generate in the course of, or in connection with, your employment with Symmetrical Group. Confidential information includes (but is not limited to) information relating to any transaction in whichSymmetrical group or any of its customers may have been concerned or interested, customer lists, financial statements, databases, data-sureys, projections, businessplans and stragies, internal systems and procedures, market information, product developments, aquistion plans, trade secrets and computer software.

5.2 Except as required by law, during your employment, you will not disclose any confidential information other than for the purpose of fulfilling your duties. Except as required by law, after termination of your employment, you will not disclose Confidential Information to any person or entity without the written permission of Symmetrical Group.

5.3 In recognition of the nature of this confidential information, you agree to take every precaution to safe guard and treat the information as confidential and take the appropriate action in your dealings with directors, officers, agents or employees to ensure that the confidential information is maintained. Confidential information that you receive, become acquainted with or create is to be maintained in a safe place and in confidence and you must use the best endeavours to prevent its unauthorised disclosure to, or use by, any other person or entity.

5.4 You will only remove confidential information from your premises of work with approval from Symmetrical Group.

5.5 Your duty of confidentiality to Symmetrical Group, its subsidiaries and its employee’s and to its customers arises from your position as an employee of Symmetrical Group and the Privacy Act 1988 (as amended). Your duty of confidentiality applies both during your employment and after termination of your employment with Symmetrical Group.

5.6 Immediately on termination of your contract you must return all Symmetrical Group property. This includes all equipment, keys, manuals, documents, computer records and other information, which are property of Symmetrical Group, all which came into your possession during the course of your employment.

**6.0 Proprietary Rights**

6.1 Symmetrical Group will maintain ownership of all ideas, inventions, partents, trademarks or other products or processes developed or created by you (either alone or with any other person) during your employment with Symmetrical Group.

6.2 During your employment you must not knowingly infringe any other persons intellectual property or rights.

6.3 Whenever work produced by you in the course of your employment contains material over which a third party has any proprietary or intellectual rights, you must take all reasonable steps to obtain any consent required by law from the third party.

**7.0 Governing Law and Jurisdiction**

7.1 This agreement shall be governed by the laws of the state in which you are bassed.You and symmetrical Group submit to the non-excusive jurisdiction of the law of the state in which you are based for the purpose of determining any dispute concerning this agreement.

Acknowledgement

I, <insert name> accept the additional terms of employment with Symmetrical Group as set out in the above.

**Employee Signed in the presence of:**

**Name: Name:**

**Signature: Signature**

**Date: Date**