



EMPLOYMENT AGREEMENT

Resource Recovery Operator

MICHEAL JAMES LEE MONTGOMERY

Employer	Superior Bin Solutions Pty Ltd (ACN 691 623 444 / ABN 66 691 623 444), trading as Superior Skip Bins
Employment	Permanent full-time from 14 September 2026
Start date	14 September 2026
Award	Waste Management Award 2020 (MA000043), classification by function and vehicle GVM/type; no single level locked
First payday	Wednesday, 23 September 2026
Full-time salary	\$70,000 gross per annum from the Employment Start Date, exclusive of superannuation

For signature 11 September 2026 | Australia/Brisbane | Effective when signed by both parties

Employment agreement

This agreement is made between Superior Bin Solutions Pty Ltd and Micheal James Lee Montgomery (known as Michael Montgomery). The schedules form part of the agreement.

1. Parties and status

1.1 The employer is Superior Bin Solutions Pty Ltd (ACN 691 623 444 / ABN 66 691 623 444), trading as Superior Skip Bins (Employer).

1.2 The employee is Micheal James Lee Montgomery (known as Michael Montgomery) (Employee).

1.3 The Employee is employed on a permanent, ongoing full-time basis from the Employment Start Date. Employment has no fixed end date and continues until terminated in accordance with this agreement and applicable law.

2. Commencement and employment status

2.1 Employment commences on the Employment Start Date stated in Schedule 1 (14 September 2026) as permanent full-time employment for 38 ordinary hours per week, in writing as required by clause 8.2 of the Waste Management Award 2020 (Award). Continuous service, probation and leave accruals commence on that date.

3. Position, reporting and duties

3.1 The Employee is employed as Resource Recovery Operator and reports to Ian Young, Business Operations Manager. If Ian Young is unavailable, the Employee reports to Michael Davy, Director of Operations.

3.2 The Employee will perform the duties in Schedule 2 and other lawful and reasonable duties within the Employee's skills, competence and applicable classification.

This is one role covering both shed and yard work and driving, as directed according to the needs of the business. Some days the work will be predominantly driving. Some days the work will be predominantly shed, yard and team-member work. The same contract terms apply so the Employee can do either. The position is not split into Driver and Team Member.

Driving is part of the role only when the Employee holds the required licence class and any required tickets, and is trained, fit, authorised and directed to drive.

3.3 One contractual ordinary-hours salary applies to shed, yard and driving work. Authorised driving does not create a second salary. Award classification on a day is determined by the functions actually performed and, for driving, the vehicle GVM and type under Award clause 12, not the job title. If the Employee performs work at more than one classification level on a day, Award clause 15.3 requires the minimum rate for the highest level, calculated hourly, for the whole day.

4. Probation and review

4.1 Employment is subject to a three-month probationary period from the Employment Start Date. Probation does not exclude or reduce any statutory right.

4.2 During probation, either party may terminate employment using the notice required by the National Employment Standards (NES), the Award or other applicable law.

4.3 At approximately three months, the Employer will review performance, duties, Award coverage, classification and remuneration. The review does not guarantee a salary increase, promotion, reclassification or continued employment, and it does not delay an earlier change required by law or by a material change in duties.

5. Primary workplace

5.1 The primary workplace is 12 Brewery Road, Gympie QLD 4570. Work may also be required at customer sites, other group locations or another reasonable location connected with the role.

5.2 This clause does not limit any statutory right to request flexible working arrangements.

6. Ordinary hours, roster and breaks

6.1 The Employee's 38 ordinary hours are rostered Monday to Thursday from 6.30 am to 3.00 pm (8 paid hours each day after the unpaid meal break) and Friday from 6.30 am to 1.00 pm (6 paid hours after the unpaid meal break). The workweek runs Monday to Sunday.

6.2 Ordinary hours are worked within the Award ordinary span in clause 13.2 (4.00 am to 5.00 pm, Monday to Friday) and must not exceed 8 ordinary hours per day, worked continuously except for meal breaks.

6.3 An unpaid meal break of 30 minutes will be taken at an Award-compliant time directed by the Employer on the day. Under Award clause 14.1 the unpaid meal break is between 30 minutes and 1 hour and must be allowed within 5.25 hours of commencing work. The 30-minute break will be timed so that it can fall within 5.25 hours of a 6.30 am start.

6.4 If the Employee works overtime after 2 hours of overtime, an unpaid overtime meal break of between 15 and 30 minutes will be allowed as required by Award clause 14.2. That break is unpaid.

6.5 The Employer may direct the Employee to take additional paid rest during ordinary hours where heat, humidity, manual work or fatigue makes it reasonably necessary for work health and safety. Those rests are paid, sit inside the 38 ordinary hours, are not deducted from pay, and do not of themselves extend finish times or increase the \$70,000 salary. They are in addition to the unpaid Award meal. Timing and number are directed by the Employer on the day. This is not a Waste Management Award rest break and is not a guaranteed number of 15-minute rests each day. If driving a fatigue-regulated heavy vehicle, HVNL rest still applies; a directed rest counts as HVNL rest only if it is actual rest. If the Employee works in the shed, the Employee will follow the shed heat rule as directed under work health and safety law, consistent with this clause.

6.6 Any change to the ordinary-hours roster will be managed in accordance with the consultation required by the Award and the Fair Work Act 2009 (Cth).

6.7 The Employee may be required to work reasonable additional hours, subject to section 62 of the Fair Work Act 2009 (Cth) and the Award.

6.8 Work outside the roster should be approved in advance where practicable. A prior-approval requirement does not remove payment for work the Employer directed, required or knowingly permitted.

7. Time records and right to disconnect

7.1 The Employee must accurately record each workday's start time, finish time and unpaid breaks. Records are required so that Award overtime, penalties, allowances and other entitlements can be assessed and paid. Records must be submitted and acknowledged each pay period.

7.2 Recording additional hours does not itself authorise them, but all hours worked must still be recorded and assessed for payment.

7.3 The Employee is not required to monitor, read or respond to contact outside working hours where refusal is reasonable under the Fair Work Act and the Award.

8. Base salary and payment

8.1 From the Employment Start Date, the gross base salary is \$70,000 per annum, exclusive of employer superannuation contributions, for 38 ordinary hours per week.

8.2 For payroll and hours-recording purposes, each workweek runs from Monday to Sunday inclusive. Each weekly pay period comprises one workweek.

8.3 Salary and other amounts earned during each weekly pay period will be paid in arrears by electronic funds transfer so that cleared funds are available in the Employee's nominated account on the Wednesday immediately following the Sunday on which the pay period ends. Payment is subject to PAYG withholding, lawful deductions and payroll rounding that preserves the annual entitlement. The nominal weekly equivalent is \$1,346.15 gross.

8.4 The Employment Start Date is 14 September 2026. The first payday is Wednesday, 23 September 2026.

8.5 If a scheduled payday is not a banking business day, the Employer will arrange payment so that cleared funds are available on the immediately preceding banking business day.

8.6 Indicative equivalents (banker's rounding) are set out after this clause. For this agreement, the Contractual Ordinary Hourly Rate is \$70,000 divided by 52 divided by 38, or \$35.425101... per hour, displayed as \$35.43. The formula, rather than the rounded display rate, controls percentage calculations. The resulting payroll line is rounded to cents. The Award comparison and separate rates are set out in clause 9 and Schedule 3.

Period	Gross base	Super at 12%	Indicative total
Weekly	\$1,346.15	\$161.54	\$1,507.69
Fortnightly	\$2,692.31	\$323.08	\$3,015.39
Monthly equivalent	\$5,833.33	\$700.00	\$6,533.33
Annual	\$70,000.00	\$8,400.00	\$78,400.00

9. Separate Award entitlements

9.1 The base salary is payment for 38 ordinary hours per week only. For those ordinary hours it includes and exceeds the current provisional Level 5 minimum rate and all-purpose industry allowance. The all-purpose industry allowance is not added a second time to the \$70,000 for ordinary hours, but remains included in the Award ordinary hourly rate used for the comparison required by clause 9.3. The base salary does not absorb overtime, weekend or public-holiday penalties, shift penalties, other separately payable allowances or annual-leave loading.

9.2 At 1 July 2026, the provisional Level 5 Award minimum is \$1,089.60 per week plus the all-purpose industry allowance of \$122.98 per week, being \$1,212.58 per week or \$63,054.16 over 52 weeks. The Award ordinary hourly rate, including that allowance, is \$31.91. The \$70,000 salary is nominally \$1,346.15 per week and approximately \$35.43 per ordinary hour, so it is above the current Level 5 ordinary-hours minimum. The contractual salary remains payable even if that comparison changes.

9.3 Overtime, weekend and public-holiday percentage rates and shiftwork percentage rates will be calculated using the higher of: (a) the Contractual Ordinary Hourly Rate in clause 8.6; and (b) the then-current applicable Award ordinary hourly rate, including the all-purpose industry allowance and any higher classification rate. The relevant Award percentage is applied to the unrounded higher rate. Each resulting payroll line is then rounded to cents and paid separately to the extent it is not already represented by the base salary for an ordinary hour. Each day's overtime

stands alone. Saturday and Sunday minimum-payment rules, shiftwork rules and public-holiday rules apply as stated in the Award.

9.4 Schedule 3 shows the contractual results at the \$70,000 salary. For an ordinary shift hour, the base salary represents 100% of the Contractual Ordinary Hourly Rate and the applicable shift loading is paid separately. For ordinary hours worked on a public holiday, the additional Award percentage shown in Schedule 3 is paid separately from the base salary. Overtime outside ordinary hours is paid separately at the full applicable rate shown. Fixed-dollar allowances and annual-leave loading are calculated separately under their applicable Award formula. If the Award rate increases, a higher classification applies, or another minimum entitlement is greater, the Employer will calculate and pay the higher current entitlement. Schedule 3 does not freeze or cap any statutory entitlement.

9.5 The Employee must accurately record all hours worked, including overtime and work on weekends or public holidays. Recording additional hours does not itself authorise them, but all hours directed, required or knowingly permitted by the Employer will still be assessed and paid as required by law.

9.6 Time off instead of payment for particular overtime may be used only under a separate written agreement that complies with Award clause 19.6. This agreement does not create a standing arrangement to substitute time off for overtime pay.

9.7 If the Employee receives no prior notification and is required to work overtime for 2 hours or more, the Employer will supply a suitable meal or pay the applicable Award meal allowance, currently \$21.82, as required by Award clause 16.3(a).

9.8 Except for the express ordinary-hours treatment of the applicable Award minimum rate and all-purpose industry allowance in clauses 8.1 and 9.1, this agreement is not an annualised-wage or general offsetting arrangement. If the Employer later proposes to absorb any further entitlement, it will require a separate compliant written arrangement identifying the entitlements covered, calculations, assumptions, outer limits, records and reconciliation process. Nothing permits a payment in one pay period to offset a shortfall in another.

10. Superannuation

10.1 In addition to salary, the Employer will make superannuation contributions at 12% or any higher statutory minimum on the earnings required by law, to the Employee's chosen or otherwise applicable complying fund.

10.2 Contributions will be made within the time required by superannuation law. The Employee must provide valid super-choice information or assist the Employer to identify any stapled fund.

11. Award, NES and minimum entitlements

11.1 The parties intend the Waste Management Award 2020 (MA000043) to apply. Award coverage and classification are determined by the work actually performed. Classification is determined by the functions actually performed and, for driving, the vehicle GVM and type under Award clause 12, not the job title Resource Recovery Operator. The applicable Award level may vary with the Employee's actual duties and, for driving, the vehicle GVM and type. The classification levels relevant to this role are: yard, depot, shed or offsider work is Level 2; driver of a waste-management vehicle up to and including 4.5 tonnes GVM is Level 3; driver of a waste-management vehicle exceeding 4.5 tonnes GVM and up to and including 14 tonnes GVM is Level 4; driver of a listed skip, hook-lift, rear-end loading or other clause 12.5 system exceeding 14 tonnes GVM and up to and including 30 tonnes GVM is Level 5; driver of an articulated vehicle, a front-lift vehicle, or a rigid vehicle exceeding 30 tonnes GVM is Level 6; driver of a double articulated vehicle (B-double) is Level 9. Higher duties apply under Award clause 15.3 as set out in clause 3.3.

11.2 No enterprise agreement applies to the Employee's employment at the date of this agreement.

11.3 This agreement operates subject to the Fair Work Act 2009 (Cth), the NES, the Award, superannuation law, work health and safety law and any other applicable industrial instrument or legislation.

11.4 If an applicable minimum entitlement exceeds the corresponding payment or benefit under this agreement, the Employer will pay or provide the required difference.

11.5 The Employer will give the Employee the current Fair Work Information Statement before or as soon as practicable after commencement and provide reasonable access to the Award.

12. Leave and public holidays

12.1 The Employee is entitled to annual leave, personal/carer's leave, compassionate leave, paid family and domestic violence leave, community service leave, parental leave, public holidays, long service leave and other leave under the NES, the Award and applicable Queensland law.

12.2 Annual leave (4 weeks) and personal/carer's leave (10 days) accrue progressively from the Employment Start Date on the Employee's ordinary hours. Other NES leave applies as required.

12.3 Annual-leave loading will be paid separately under Award clause 22.2: 17.5% of the amount that the Employer would have been required to pay for ordinary hours under clause 15 (minimum rates), or the relevant weekend or shift penalty that would have applied, whichever is greater, but not both.

12.4 Leave must be requested and recorded in accordance with law and the Employer's reasonable procedures. Nothing in a procedure reduces a statutory entitlement.

13. Policies, directions and conduct

13.1 The Employee must comply with lawful and reasonable directions and policies, including work health and safety, respectful workplace, privacy, records and use of company systems.

13.2 Policies are not contractual entitlements unless this agreement expressly states otherwise. The Employer may amend them, but no policy can override the NES, Award or this agreement.

13.3 The Employee must act honestly and in good faith, protect the Employer's legitimate interests, promptly disclose conflicts of interest, and not accept a personal benefit that could improperly influence work decisions.

13.4 Outside work is permitted where it does not create a conflict, materially interfere with availability or performance, misuse confidential information, or create a fatigue or safety risk. Actual conflicts, scheduling conflicts and fatigue risks must be disclosed promptly.

14. Safety and fitness for work

14.1 The Employee must take reasonable care for their own health and safety and that of others who may be affected by the Employee's acts or omissions at work, and comply with reasonable WHS instructions.

14.2 The Employee must be fit for work and may operate vehicles, plant or equipment only when lawfully licensed, trained, authorised and fit to do so.

14.3 These duties do not transfer, reduce or replace any duty owed by the Employer or another duty holder under work health and safety law. This agreement does not appoint the Employee as a statutory work health and safety officer, health and safety representative or corporate officer.

15. Company property

15.1 Any vehicles, plant, keys, devices, PPE, accounts, credentials, records and other property supplied for work remain the Employer's property. The Employee must take reasonable care of them, follow security and safety requirements, report loss or damage promptly, and return them on request or when employment ends.

15.2 The Employee must not export company information to personal accounts or unapproved services.

16. Confidential information, privacy and pay discussions

16.1 The Employee must keep confidential non-public business information, including customer and supplier information, pricing, schedules, operating methods, passwords, personnel information and personal information. It may be used only for authorised work purposes.

16.2 This obligation does not prevent the Employee from discussing or disclosing remuneration or relevant employment conditions as protected by law, exercising a workplace right, making a protected disclosure, reporting to a regulator, obtaining confidential legal or financial advice, or making a disclosure required by law.

16.3 The Employee must comply with privacy obligations and immediately report any suspected loss, misuse or unauthorised disclosure.

17. Performance and changes to the role

17.1 The Employer may set reasonable performance standards and provide feedback, coaching and documented review. Where material underperformance or conduct concerns arise, the Employer will follow a process appropriate to the circumstances and applicable law.

17.2 The role may reasonably evolve with business needs. Any material change to duties, classification, remuneration, ordinary hours or primary work arrangements will be managed in writing and subject to the Award and consultation obligations.

18. Ending employment

18.1 The Employer may terminate employment by giving written notice or payment in lieu as required by the NES, the Award and applicable law. The Employee may resign by giving the notice required by the Award.

18.2 The Employer may terminate without notice only where summary dismissal without notice is permitted by law, including applicable limits and procedural obligations.

18.3 On termination, the Employer will pay all amounts due by law. The Employee must return company property and provide a reasonable handover of current work and records.

18.4 Confidentiality, privacy, property-return and accrued-rights provisions intended to continue after employment will survive termination.

19. General terms

19.1 This agreement and its schedules record the entire agreement about the Employee's employment, subject always to statutory rights and minimum entitlements.

19.2 A variation must be in writing and signed or otherwise lawfully agreed. A delay in enforcing a right is not a waiver.

19.3 If a term is invalid or unenforceable, it is severed or read down to the minimum extent necessary without affecting the remaining terms.

19.4 Queensland and Commonwealth laws govern. Electronic and counterpart signatures are permitted. The Employee acknowledges receiving this agreement and having the opportunity for independent advice before signing.

Schedule 1 — Employment particulars

Legal employer	Superior Bin Solutions Pty Ltd (ACN 691 623 444 / ABN 66 691 623 444)
Trading name	Superior Skip Bins
Employee	Micheal James Lee Montgomery (known as Michael Montgomery)
Employee contact	10 Barton Road, Victory Heights QLD 4570; phone to be provided in the Employee Onboarding Pack; email to be provided in the Employee Onboarding Pack
Position	Resource Recovery Operator
Employment basis	Permanent full-time from 14 September 2026
Employment Start Date	14 September 2026
Primary workplace	12 Brewery Road, Gympie QLD 4570
Reports to	Ian Young, Business Operations Manager; if Ian Young is unavailable, Michael Davy, Director of Operations
Ordinary hours	38 per week: Monday–Thursday 6.30 am–3.00 pm (8 paid hours per day after 30-minute unpaid meal); Friday 6.30 am–1.00 pm (6 paid hours after 30-minute unpaid meal); workweek Monday–Sunday
Breaks	Unpaid Award meal 30 minutes (around 11.30 am; in any event within 5.25 hours of start, being by 11.45 am from a 6.30 am start); unpaid Award overtime meal 15–30 minutes after 2 hours overtime; additional paid rest only if directed on the day for work health and safety (heat, humidity, manual work or fatigue), not Award smoko and not a guaranteed number of 15-minute rests each day. If working in the shed, follow the shed heat rule as directed
Award / classification	Waste Management Award 2020 (MA000043); classification by actual function and, for driving, vehicle GVM/type under clause 12; higher duties under clause 15.3
Base salary	\$70,000 gross per annum for 38 ordinary hours, exclusive of superannuation, from the Employment Start Date
Pay cycle	Weekly periods run Monday–Sunday and are paid in arrears on the immediately following Wednesday; first payday Wednesday, 23 September 2026
Superannuation	12% or any higher statutory minimum, additional to salary, on earnings required by law
Separate entitlements	Overtime, weekend and public-holiday percentage rates and shiftwork percentage rates paid separately using the higher of the \$70,000-derived Contractual Ordinary Hourly Rate and the current applicable Award ordinary hourly rate; other fixed allowances and annual-leave loading paid separately under their applicable Award formula; no silent annualised-wage absorption
Probation	Three months from the Employment Start Date
Review	Performance, duties, coverage, classification and remuneration at approximately three months; no guaranteed change

Schedule 2 — Position description

Role purpose

Perform shed, yard and depot work and operate waste-management vehicles as directed according to the needs of the business, so collections, deliveries, bin movements and site work are performed safely, recorded and completed. Some days the work will be predominantly driving. Some days the work will be predominantly shed, yard and team-member work. This is one role.

Core responsibilities

- Perform shed, yard and depot duties as directed, including bin and equipment movements, sorting support, housekeeping and safe loading or unloading.
- Operate waste-management vehicles only when lawfully licensed, trained, authorised and fit for the vehicle and task, and only when directed.
- Complete allocated collection, delivery, swap, transfer and site work in accordance with lawful directions, the roster and approved procedures.
- Operate plant only when lawfully licensed or ticketed where required, trained, authorised, fit and directed.
- Take reasonable care for the Employee's own health and safety and that of others who may be affected by the work.
- Accurately record start time, finish time and unpaid breaks each workday.
- Follow lawful and reasonable directions, including work health and safety, fatigue, vehicle and site procedures.
- Report hazards, incidents, near misses, vehicle defects and licence or fitness issues promptly.

Dual function and one salary

This is one Resource Recovery Operator role covering both shed/yard work and driving as directed. The position is not split into Driver and Team Member. Driving is performed only when the Employee is licensed, trained, fit, authorised and directed. One contractual ordinary-hours salary applies to shed, yard and driving work. Award classification on a day follows function and vehicle GVM/type under Award clause 12, with higher duties under clause 15.3.

Safety

Take reasonable care. Operate vehicles or plant only when lawfully licensed, trained, authorised and fit. This role is not appointed as a work health and safety officer.

Working relationships

- Manager — Ian Young, Business Operations Manager; if Ian Young is unavailable, Michael Davy, Director of Operations
- Operational liaison — shed, yard, drivers and other operational staff as directed

Review indicators

The three-month review may consider safe work, attendance, time records, following directions, quality of driving and of shed/yard work as applicable, and actual duties for classification. Metrics must not reward unsafe work, unpaid work, concealment of incidents or failure to exercise a workplace right.

Schedule 3 — Contractual and Award rates

The Contractual Ordinary Hourly Rate is \$70,000 divided by 52 divided by 38, or \$35.425101... per hour, displayed as \$35.43. It exceeds the provisional Level 5 Award ordinary hourly rate of \$31.91 effective 1 July 2026, which includes the all-purpose industry allowance. Percentage calculations use the unrounded higher rate before the resulting payroll line is rounded to cents. The then-current applicable Award rate, a higher classification rate or any more beneficial legal entitlement applies automatically whenever it exceeds a dollar amount shown here.

Work type	Award multiple	Rate	Conditions
Ordinary hours reference	100%	\$35.43 per hour	Included in the \$70,000 salary; exact formula rate \$35.425101... per hour
Afternoon-shift ordinary hours	117.5%	\$41.62 total per hour	Base salary represents 100%; 17.5% loading, currently \$6.20 per hour, paid separately when Award shiftwork conditions are met
Night-shift ordinary hours	130%	\$46.05 total per hour	Base salary represents 100%; 30% loading, currently \$10.63 per hour, paid separately when Award shiftwork conditions are met
Overtime Monday to Saturday — first 2 hours	150%	\$53.14 per hour	Full amount paid separately; Saturday overtime has a 4-hour minimum unless continuous with overtime begun the previous day
Overtime Monday to Saturday — after 2 hours	200%	\$70.85 per hour	Full amount paid separately
Sunday work	200%	\$70.85 per hour	Full amount paid separately; all Sunday duty stands alone; minimum payment 4 hours
Public-holiday overtime outside ordinary hours	250%	\$88.56 per hour	Full amount paid separately; minimum payment 4 hours
Good Friday or Christmas Day overtime outside ordinary hours	300%	\$106.28 per hour	Full amount paid separately; minimum payment 4 hours
Other public holiday worked during ordinary hours	150% additional	\$53.14 additional per hour	Paid separately in addition to the base salary for the ordinary hour; minimum payment 4 hours
Good Friday or Christmas Day worked during ordinary hours	200% additional	\$70.85 additional per hour	Paid separately in addition to the base salary for the ordinary hour; minimum payment 4 hours

Execution

Signed as an agreement. Each party confirms that the agreement and schedules have been read, the agreement particulars have been completed, and the Employee has had a reasonable opportunity to obtain independent advice.

For the Employer Superior Bin Solutions Pty Ltd Signature: _____ Name: _____ Position: _____ Date: _____	Employee Micheal James Lee Montgomery (known as Michael Montgomery) Signature: _____ Name: _____ Date: _____
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Reference access

Official Award: [Waste Management Award 2020 \(MA000043\)](#)

Fair Work information: [Starting employment and the Fair Work Information Statement](#)

This certificate is an immutable record of all actions taken during the signing of this document via CogniSign. All timestamps are UTC.

[2026-09-13 20:21:07 UTC] Signing Link Clicked IP: 172.17.0.1
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name: Michaelmontgomery600

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Reference: SBS-EMP-MICHEAL-MONTGOMERY-20260914

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