



EMPLOYMENT AGREEMENT

Resource Recovery Operator

LUKE CHANDLER

Employer	Superior Bin Solutions Pty Ltd (ACN 691 623 444 / ABN 66 691 623 444), trading as Superior Skip Bins
Employment	Casual from Monday 21 September 2026
Start date	Monday 21 September 2026
Award	Waste Management Award 2020 (MA000043), classification by function and vehicle GVM/type (cl 12); no single level locked
First payday	Monday 28 September 2026
Casual hourly rate	\$39.89 gross per hour inclusive of 25% casual loading, exclusive of superannuation

For signature | 21 September 2026 | Australia/Brisbane

Employment agreement

This agreement is made between Superior Bin Solutions Pty Ltd and Luke Chandler. 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 Luke Chandler (Employee).

1.3 The Employee is employed as a casual employee from the Employment Start Date. There is no guarantee of hours, days or continuing work. Each engagement stands alone. Employment continues only while engagements are offered and accepted, until ended in accordance with this agreement and applicable law.

2. Commencement and employment status

2.1 Employment as a casual employee commences on the Employment Start Date stated in Schedule 1 (Monday 21 September 2026), in writing as required by clause 8.2 and clause 11.1 of the Waste Management Award 2020 (Award). Continuous service for any purpose that applies to casuals under the Fair Work Act 2009 (Cth) (Act), the National Employment Standards (NES) or the Award is assessed under those laws from that date.

2.2 The Employee is a casual employee within the meaning of section 15A of the Act. The Employer does not make a firm advance commitment to continuing and indefinite work according to an agreed pattern. The Employer may offer work for a day or period; the Employee may accept or reject an offer. Accepting one engagement does not create an entitlement to further engagements.

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 truck 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 authorised and directed to drive.

3.3 One casual hourly rate applies to shed, yard and driving work. Authorised driving does not create a second rate of pay. Award classification on a day is determined by the functions actually performed and, for driving, the vehicle GVM and type (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 Engagement is subject to a three-month probationary period from the Employment Start Date. Probation does not exclude or reduce any statutory right, including any casual conversion pathway under the NES.

4.2 During probation, either party may end the employment using the notice (if any) required by the NES, the Award or other applicable law for a casual employee.

4.3 At approximately three months, the Employer will review performance, duties, Award coverage, classification and remuneration. The review does not guarantee more hours, conversion to permanent employment, a rate increase, promotion, reclassification or continued engagement, 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. Hours, engagements, roster and breaks

6.1 There is no guaranteed number of ordinary hours per week or per year. Hours are offered only when the Employer has work and offers an engagement, and only if the Employee accepts that engagement.

6.2 The minimum engagement and minimum payment for a casual employee is 4 hours each day the Employee is engaged, as required by Award clause 11.3 and the NES casual minimum engagement rules. If the Employee is required to attend and is then released early, the Employee is still paid for at least 4 hours at the applicable rate for that engagement (subject to lawful exceptions, if any).

6.3 When an engagement is offered and accepted for ordinary hours on a weekday, those ordinary hours are generally 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, unless overtime or other Award arrangements apply.

6.4 Under Award clause 11.2, the Employer must notify a casual employee at the end of the day whether their services will be required on the next working day.

6.5 An unpaid meal break of 30 minutes will be taken at an Award-compliant time directed by the Employer on the day when the engagement requires it. 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.

6.6 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.

6.7 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 paid engagement time, are not deducted from pay, and do not of themselves create a guaranteed daily finish or a guarantee of further hours. 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. There is no paid smoko. 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.

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

6.9 Work outside an accepted engagement 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, weekend and public-holiday penalties, shift 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. Casual rate and payment

8.1 From the Employment Start Date, the Employee's casual ordinary hourly rate is \$39.89 gross per hour. That rate is inclusive of the 25% casual loading required by Award clause 11.4 and is exclusive of employer superannuation contributions. The same casual hourly rate applies to shed, yard and authorised driving work.

8.2 The 25% casual loading is paid instead of paid annual leave, paid personal/carer's leave, notice of termination and redundancy benefits, and the other conditions of full-time or part-time employment that the Award and NES replace with casual loading, as stated in Award clause 11.5.

8.3 For payroll and hours-recording purposes, each workweek runs from Monday to Sunday inclusive. Each weekly pay period comprises that single Monday–Sunday workweek.

8.4 Amounts earned during each weekly pay period, including ordinary casual hours, overtime and separately payable Award amounts, will be paid in arrears by electronic funds transfer to the Employee's nominated account so that cleared funds are available on the Monday immediately following the Sunday on which the workweek ends. Under Award clause 17, all earnings including overtime will be paid within 3 days of the end of the week/pay period. Payment is subject to PAYG withholding, lawful deductions and payroll rounding. Nominated-account details are not recorded in this agreement.

8.5 The Employment Start Date is Monday 21 September 2026 and the first payday is Monday 28 September 2026. The first Monday–Sunday workweek is 21–27 September 2026 and is paid on the following Monday.

8.6 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, still within the time required by Award clause 17.

8.7 Indicative figures (banker's rounding) are set out after this clause. They illustrate the casual ordinary rate and the 4-hour minimum engagement; they are not a guarantee of hours.

Period	Gross base	Super at 12%	Indicative total
Casual ordinary hourly (incl. 25% loading)	\$39.89	12% of OTE	paid for hours worked
Minimum engagement (4 ordinary hours)	\$159.56	as required	when engaged that day

9. Separate Award entitlements

9.1 Overtime, weekend and public-holiday penalties, shift penalties and applicable allowances are paid under the Waste Management Award 2020 (MA000043) as varied. Those amounts are calculated and paid separately from the casual ordinary hourly rate in clause 8.1. Nothing in this agreement absorbs those amounts into the casual ordinary hourly rate unless a separate lawful written annualised-wage arrangement exists.

9.2 The Award industry allowance is paid for all purposes of the Award and forms part of the Award ordinary hourly rate used for Award calculations. The casual ordinary hourly rate in clause 8.1 is a loaded casual rate for ordinary hours; overtime and other loadings are assessed under the Award as varied (including the casual overtime treatment in clauses 11.6 and 19.2).

9.3 The Employee must not work unrecorded hours. The Employer will assess all recorded work for applicable payment.

9.4 If the Employer later proposes an annualised-wage arrangement, it will require a separate compliant written arrangement identifying the Award provisions, calculations, assumptions, outer limits, records and reconciliation process. Nothing in this agreement creates such an arrangement.

9.5 The Award minimum rates track the Award as varied. If an applicable Award minimum for the classification that applies on a day (including higher duties under clause 15.3) exceeds the corresponding payment under this agreement, the Employer will pay the required difference.

10. Superannuation

10.1 In addition to the casual hourly rate, the Employer will make superannuation contributions at 12% or any higher statutory minimum on the ordinary time 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. Coverage is provisional and is a facts question. 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. No single Award level is locked or verified in this agreement. Yard, depot, shed or offside 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 (including exactly 14 tonnes) 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. If the Employee is directed onto B-double work, that work 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 and the Casual Employment Information Statement before or as soon as practicable after commencement, and again at the times required by the Act, and will provide reasonable access to the Award.

11.6 A pathway for employees to change from casual employment to full-time or part-time employment is provided in the NES (sections 66A to 66MA of the Act). Disputes about changes to casual employment status may be dealt with under the Act and/or Award clause 30.

12. Leave and public holidays

12.1 As a casual employee, the Employee is not entitled to paid annual leave or paid personal/carer's leave. The 25% casual loading is paid instead of those entitlements, and instead of notice of termination and redundancy benefits, as stated in Award clause 11.5 and clause 8.2 of this agreement.

12.2 The Employee remains entitled to unpaid leave and other NES entitlements that apply to casuals, including unpaid carer's leave, compassionate leave, unpaid family and domestic violence leave, community service leave, parental leave (where eligible), long service leave under applicable Queensland law where it applies to casuals, and public holidays under the NES and the Award when the Employee works or is otherwise entitled.

12.3 All time worked by a casual employee on a public holiday must be paid at the Award casual public-holiday rates in clause 27.5(g), with a minimum payment of 4 hours.

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 for accepted engagements, 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 or primary work arrangements will be managed in writing and subject to the Award and consultation obligations. Nothing in this clause creates a guarantee of hours.

18. Ending employment

18.1 Either party may end the casual employment in accordance with the NES, the Award and applicable law. Because the Employee is casual, notice of termination and redundancy benefits that apply to permanent employees do not apply where the Award and NES provide that the casual loading is paid instead (Award clause 11.5), except where a specific statutory right still applies.

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 for hours already worked and any other accrued entitlement that applies to casuals. 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	Luke Chandler
Employee contact	38 Lynne Drive, Curra QLD 4570; phone 0400 805 557
Position	Resource Recovery Operator
Employment basis	Casual from Monday 21 September 2026; no guarantee of hours
Employment Start Date	Monday 21 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

Hours	No guaranteed hours; work only when offered and accepted; minimum engagement/payment 4 hours each day engaged (Award cl 11.3 / NES); workweek Monday–Sunday for pay recording
Breaks	Unpaid Award meal 30 minutes when required by the engagement (within 5.25 hours of 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, no paid 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), provisional coverage; classification by function and vehicle GVM/type (cl 12), not job title; no single level locked or verified; higher duties cl 15.3
Casual hourly rate	\$39.89 gross per hour inclusive of 25% casual loading, exclusive of superannuation; one rate for shed, yard and authorised driving
Casual loading	25% paid instead of paid annual leave, paid personal/carer's leave, notice of termination and redundancy benefits (Award cl 11.5)
Pay cycle	Weekly by EFT to a nominated account; workweek Monday–Sunday inclusive; each weekly pay period is that single workweek; paid in arrears so cleared funds are available on the Monday immediately following the Sunday on which the workweek ends (preceding banking day if that Monday is not a banking day); all earnings including overtime paid within 3 days of the end of the week/pay period (Award cl 17); Employment Start Date Monday 21 September 2026 and first payday Monday 28 September 2026; the first Monday–Sunday workweek is 21–27 September 2026 and is paid the following Monday; nominated-account details are not recorded in this agreement
Superannuation	12% or any higher statutory minimum on ordinary time earnings required by law, additional to the casual hourly rate
Separate entitlements	Overtime, weekend and public-holiday penalties, shift penalties and applicable allowances paid under Waste Management Award 2020 (MA000043) as varied; 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 hours, conversion or rate change

Fair Work statements

Fair Work Information Statement and Casual Employment Information Statement to be given before or as soon as practicable after commencement

Schedule 2 — Position description — Resource Recovery Operator

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. Hours are casual and not guaranteed.

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 accepted engagement and approved procedures.
- Operate plant (including forklift or bobcat) only when lawfully licensed or ticketed, 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 casual rate

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, authorised and directed. One casual hourly rate applies to shed, yard and driving work. Award classification on a day follows function and vehicle GVM/type (cl 12) with higher duties under cl 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 when engaged, 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. Review does not guarantee hours or conversion.

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: Michael Davy

Position: Director of Operations

Date: _____

Employee

Luke Chandler

Signature: _____

Name: Luke Chandler

Date: _____

Reference access

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

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

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