

COGNIKIN PTY LTD

READABLE REISSUE - Employment Agreement - Warren Sumpton - My Almighty Home Pty Ltd - 2026-07-07

Reference: MAH-EMP-2026-WARREN-SUMPTON-READABLE-REISSUE-20260707

07 July 2026

name: contract-warren-sumpton-pt-l3-16hr-commencement-2026-07-13-READABLE-REISSUE-2026-07-07

description: Part-time Level 3 employment contract pack for Warren Arthur Sumpton - commencement Monday 13 July 2026, 16 ordinary hours minimum per week, Waste Management Award Level 3 rate current from 1 July 2026, \$3.00 bag rate, and \$3.00 payable failed stop payment from Monday 3 August 2026.

metadata:

type: contract

domain: hr

status: ready-to-sign-readable-reissue

employee: warren-arthur-sumpton

classification: WMA-2020-L3

employment-type: permanent-part-time

issued-date: 2026-07-07

commencement-date: 2026-07-13

ordinary-rate-current-effective-from: 2026-07-01

ordinary-rate-current: 31.07

guaranteed-minimum-hours: 16

failed-stop-payment-start-date: 2026-08-03

superannuation-guarantee-rate: 12.0

My Almighty Home

My Almighty Home Pty Ltd | ABN 85 687 093 205

Unit 3/10 Vine Street, Clayfield QLD 4011

Phone: 0416 090 743 | Email: michael@myalmightyhome.com.au

Driver Contract Pack

Part-Time Garden Bag Collection Driver

Issued to: Warren Arthur Sumpton

Date issued: 7 July 2026

Award rate basis: Waste Management Award 2020 Level 3 rates current from the first full pay period on or after 1 July 2026

Failed stop payment start date: Monday 3 August 2026

Commencement date: Monday 13 July 2026

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You will also receive separately:

- Fair Work Information Statement (FWIS)
 - MAH Workplace Policy Manual
 - Superannuation Standard Choice Form (NAT 13080)
 - Tax File Number declaration - completed online via ATO online services (myGov) or MAH's payroll onboarding
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SECTION 1 - Welcome Letter

7 July 2026

Warren Arthur Sumpton
5 Hillary Drive
Warner QLD 4500

Dear Warren,

Welcome to My Almighty Home Pty Ltd. I am pleased to formalise your role with us as a permanent part-time employee.

This pack sets out the employment terms clearly so we both know where we stand. There is a fair bit of detail - most of it is the standard material every Australian employer is required to provide, and the rest is so we both know exactly what has been agreed.

What is in this pack

- Section 1 - Welcome Letter
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How your pay works

Your pay has three parts, each shown as a separate line on your payslip every week:

- **\$31.07 per hour** - your current part-time ordinary rate. This is the Award Level 3 ordinary rate under the Waste Management Award 2020, inclusive of the Industry Allowance, current from 1 July 2026. This rate is yours for every ordinary hour you work, regardless of how many bags are collected that week. It is your floor and cannot go below it.

- **\$3.00 per bag** - paid for every bag you service on your route. This is paid on top of the hourly rate.
- **\$3.00 per payable failed stop** - from Monday 3 August 2026, paid where you attend a scheduled stop, cannot reasonably service the bag, and record the failed stop properly in the MAH route system.

All three elements are paid weekly by direct deposit on the Monday following the work week.

Your guaranteed minimum hours

You are guaranteed a minimum of 16 ordinary hours per week. Even if collection volumes are low, you will always be paid for at least 16 ordinary hours in a working week. On busier weeks your hours may run higher, up to a ceiling of 38 ordinary hours at the applicable ordinary hourly rate. Hours above 38 in any week attract overtime penalty rates.

Superannuation is paid on top into your nominated super fund at 12.0% of your ordinary time earnings. WorkCover covers you for any work-related injury.

What we expect from you and what you can expect from us

What we expect from you:

- Show up on time, work safely, do the job properly, and look after our customers
- Wear your PPE
- Record every stop in the PWA app in real time, not at end of day
- Report any incident, near-miss, injury, or vehicle issue on the day it happens
- Drive safely. Zero alcohol on duty. No phone use while driving. Keep your manual Class C licence current
- Treat customers professionally

What you can expect from us:

- Guaranteed minimum 16 ordinary hours per week regardless of route volume
- Clear pay structure with no surprises, wages on time every cycle
- Truck that is roadworthy, fuelled, and maintained
- PPE supplied and replaced when worn
- Open line of communication if something is not working
- Your full entitlements as a permanent employee: annual leave, personal leave, long service leave, public holidays, FDV leave

- Super and WorkCover handled correctly

Regards,

Michael Davy

Director, My Almighty Home Pty Ltd

ABN 85 687 093 205

Phone: 0416 090 743

Email: michael@myalmightyhome.com.au

SECTION 2 - Key Information Summary

Item	Detail
Employer	My Almighty Home Pty Ltd (ABN 85 687 093 205)
Employee	Warren Arthur Sumpton
Employee Address	5 Hillary Drive, Warner QLD 4500
Employee Mobile	+61 427 170 050
Employee Email	warrensumpton@bigpond.com
Position	Garden Bag Collection Driver
Route	R3 / Brisbane North and other SEQ route territories as assigned
Employment Type	Permanent Part-Time
Reports To	Michael Davy, Director
Award	Waste Management Award 2020 [MA000043], Level 3
Commencement Date	Monday 13 July 2026
Location	Brisbane depot + assigned South East Queensland route territory
Guaranteed Minimum Hours	16 ordinary hours per week
Working Days	Monday to Thursday, unless varied by written agreement

Item	Detail
Ordinary Hours Ceiling	38 hours per week at ordinary rate (written agreement per cl. 10.4/10.5 of Award - see Section 4 cl. 2)
Overtime Trigger	Hours above 38 in any week, work outside the span 4:00am-5:00pm Mon-Fri, or work in excess of 8 ordinary hours in a day
Weekend Overtime	Saturday or Sunday work may be offered where operationally required; it is not guaranteed and requires prior authorisation
Ordinary Hourly Rate	\$31.07/hr (Award Level 3, inclusive of Industry Allowance, current from 1 July 2026)
Bag Rate	\$3.00 per bag serviced (over-Award benefit - see Section 5.2)
Payable Failed Stop Payment	\$3.00 per payable failed stop from Monday 3 August 2026 (over-Award benefit - see Section 5.3)
Daily Minimum	4 hours per day (Award cl. 10.3)
Span of Ordinary Hours	4:00am to 5:00pm, Monday to Friday (Award cl. 13.2(a)(i))
Probation	6 months from Commencement Date
Superannuation	12.0% of OTE, paid to nominated complying fund
WorkCover	Covered by MAH's QLD WorkCover policy
Pay Cycle	Monday 12:00am to Sunday 11:59pm, paid by direct deposit the following Monday

SECTION 3 - Position Description

Position Purpose

The Garden Bag Collection Driver is responsible for the safe, efficient, and professional kerbside collection of garden waste bags from residential customers across South East Queensland. The driver operates a company-provided collection truck (sub-4.5 tonnes GVM, hoist-equipped),

records every collection in the MAH PWA driver application in real time, and transports collected waste to an approved transfer station.

This role is the public face of My Almighty Home.

Key Responsibilities

Route Operations

- Operate an allocated company-provided collection truck on assigned residential collection routes, including R3 / Brisbane North and other locations as required
- Complete a pre-start vehicle inspection at the beginning of every shift using the MAH pre-start checklist
- Drive safely and lawfully at all times, complying with all Queensland road rules
- Collect garden waste bags from kerbside at each scheduled stop
- Record stop outcomes (completed, failed, partial) in the MAH PWA driver app at the time of each stop - real-time, not end-of-day
- Transport collected waste to an approved transfer station, complete tipping procedures, capture weighbridge dockets and dump receipts, and submit them via the MAH fleet receipt process
- Return truck to depot after completion of each day's route

Manual Handling

- Use the truck-mounted hoist for all loading operations wherever practicable
- Apply safe manual handling techniques at all times
- Decline unsafe lifts (overweight, contaminated, or otherwise hazardous) and report them immediately
- Garden bags typically weigh 15-25 kg; the hoist is the primary handling method

Customer Service

- Conduct all customer interactions professionally, courteously, and respectfully
- Escalate any customer complaints or unusual requests to the dispatcher
- Maintain customer privacy and confidentiality at all times

Safety and Compliance

- Comply with all MAH workplace health and safety policies and procedures

- Wear all required PPE at all times on duty
- Report all incidents, near-misses, injuries, vehicle defects, and customer concerns on the day they occur
- Maintain a current and valid Queensland manual Class C driver licence with no auto-only condition
- Zero blood alcohol concentration on duty at all times
- No phone use while driving

Documentation

- Accurately record every stop in the PWA driver app
- Capture and submit fuel receipts, weighbridge/tip dockets, and operational documents via the fleet receipt process
- Complete daily pre-start vehicle inspection checklist
- Sign off any incident reports or other documentation as required

Selection Criteria - Essential

1. Manual Class C driver licence (current, valid Queensland, no auto-only condition)
2. Right to work in Australia
3. Physical fitness to operate a hoist-equipped truck and undertake kerbside work through a full work day
4. Clean driving record - no major traffic offences in the preceding five years
5. Smartphone literacy (PWA app operation)
6. Customer-facing manner - professional, respectful, polite
7. Reliable, punctual, able to communicate clearly

SECTION 4 - Part-Time Employment Agreement

Between:

My Almighty Home Pty Ltd (ABN 85 687 093 205) of Unit 3/10 Vine Street, Clayfield QLD 4011 (the "Employer")

And:

Warren Arthur Sumpton of 5 Hillary Drive, Warner QLD 4500 (the "Employee")

Date of Agreement: ____ (date of signing)

Commencement Date: Monday 13 July 2026

1. Position and Award

1.1 The Employee is engaged as a permanent part-time employee in the position of Garden Bag Collection Driver.

1.2 The Employee's employment is covered by the **Waste Management Award 2020 [MA000043]** (the "Award"), classified at **Level 3** in accordance with clause 12.3(c) of the Award - Driver (not elsewhere included) of a waste management vehicle up to and including 4.5 tonnes GVM. The Employer's trucks are below 4.5 tonnes GVM and the loading mechanism is a hoist.

1.3 A copy of the Award is available at www.fwc.gov.au or on request from the Employer at any time.

1.4 The Employee acknowledges receipt of the Position Description at Section 3 of this Pack.

2. Hours of Work

2.1 The Employee is engaged as a part-time employee under clause 10 of the Award.

2.2 **Agreement on hours under clause 10.4 of the Award:** The Employer and Employee agree as follows:

(a) **Hours to be worked:** The Employee's ordinary hours in any week will be no fewer than 16 hours and no more than 38 hours, determined by the Employer's rostering of daily routes. The Employer guarantees the Employee a minimum payment of 16 ordinary hours in every week, whether or not route hours reach that minimum.

(b) **Days:** Monday to Thursday, unless varied by written agreement.

(c) **Commencing and finishing times:** Ordinary hours commence between 4:00am and 8:00am and finish between 12:00pm and 5:00pm on each working day, as notified by the Employer by 5:00pm on the prior working day. A regular starting and finishing time will be fixed per clause 13.4(a) of the Award and may only be altered on 7 days' notice per clause 13.4(b) of the Award.

(d) **Classification:** Level 3.

2.3 This agreement on hours is made in writing and the Employer will retain it as required by clause 10.5 of the Award. A copy is provided to the Employee with this Pack.

2.4 **Span of ordinary hours:** 4:00am to 5:00pm, Monday to Friday (Award cl. 13.2(a)(i)). A maximum of 8 ordinary hours per day.

2.5 **Minimum daily engagement:** The Employee will be paid for a minimum of 4 hours for each day worked (Award cl. 10.3).

2.6 **Overtime and weekend work:** Hours worked in excess of 38 in any week, or outside the span of hours at clause 2.4, are overtime and will be paid at overtime rates per clause 19.1 of the Award (see Section 5). Saturday or Sunday work may be offered where operationally required, including for catch-up routes, peak volumes, vehicle downtime recovery, or urgent customer requirements. Weekend work is not guaranteed. The Employee must not perform weekend work unless rostered or approved in advance by the Employer, and any approved Saturday or Sunday work will be paid at the applicable Award overtime or weekend penalty rates set out in Section 5.

2.7 **Variable collection volumes:** The Employee understands that MAH operates a subscription-based garden bag collection service and that route stop counts vary week to week due to customer skips, new sign-ups, cancellations, and seasonal patterns. The minimum guarantee at clause 2.2(a) protects the Employee on low-volume weeks.

3. Pay Elements

3.1 The Employee's remuneration consists of three elements as set out in Section 5 - Pay Schedule, which forms part of this Agreement:

(a) **Hourly rate** - the ordinary hourly rate of \$31.07 per hour, being the Award Level 3 minimum rate inclusive of the Industry Allowance, as set out in Section 5.1;

(b) **Bag rate** - a payment of \$3.00 per bag serviced during each shift, as set out in Section 5.2; and

(c) **Payable failed stop payment** - from Monday 3 August 2026, a payment of \$3.00 per payable failed stop during each shift, as set out in Section 5.3.

3.2 The bag rate and payable failed stop payment are paid **in addition to** the hourly rate. The hourly rate is the floor of the Employee's remuneration and cannot be reduced by reference to bag volume, failed stop volume, or any other factor.

3.3 Set-off clause: Where the Employee's total remuneration in any pay week (being the sum of hourly earnings, bag rate payments, and payable failed stop payments) exceeds the Employee's Award minimum entitlement for that week (being the Award ordinary hourly rate multiplied by ordinary hours worked, plus applicable Award penalty rates and allowances), the above-Award excess may be applied by the Employer against any Award entitlement that might otherwise be separately payable, provided that:

- (a) the Employee's actual remuneration in that week is never less than the Award minimum entitlement for actual hours worked and conditions;
- (b) the set-off applies only to the above-Award excess in that week and cannot be carried forward to reduce Award entitlements in any future week;
- (c) the Employer verifies on a week-by-week basis that total remuneration meets or exceeds the Award minimum before each payslip is issued; and
- (d) this clause does not permit the bag rate or payable failed stop payment to substitute for or reduce the hourly rate below Award minimum in any week.

3.4 Rate indexation: All Award-derived rates auto-index in line with annual Fair Work Commission minimum wage decisions, generally taking effect on 1 July each year. The Employer will adjust rates accordingly without requiring re-execution of this Agreement.

4. Duties

4.1 The Employee will perform the duties set out in Section 3 (Position Description) and any other reasonable duties as may be assigned by the Employer from time to time.

4.2 The Employee will comply with all reasonable and lawful directions of the Employer.

5. Work Locations

5.1 The Employee's primary depot is in Brisbane, Queensland.

5.2 Routes are operated across Brisbane North and other South East Queensland locations as assigned by the Employer from time to time, including tipping at approved transfer stations and weighbridge facilities.

6. Workplace Policies

6.1 The Employee acknowledges receipt of, and agrees to comply with, the MAH Workplace Policy Manual as in force from time to time. The Manual includes:

- Work Health and Safety Policy
- Code of Conduct
- Drug and Alcohol Policy
- Mobile Phone and Distracted Driving Policy
- Vehicle Use Policy
- Incident Reporting Procedure
- Bullying, Harassment and Equal Employment Opportunity Policy
- Privacy Policy
- Social Media Policy
- Workplace Surveillance Policy

6.2 The Policy Manual may be amended by the Employer from time to time. The Employer will give the Employee written notice of any material change.

7. Safe Work Procedures

7.1 The Employee will follow all safe work procedures, work instructions, and the driver safety induction issued by the Employer, including any Safe Work Method Statements (SWMS) the Employer introduces from time to time.

7.2 Compliance with MAH safe work procedures is a condition of safe operation and a requirement of this Agreement.

8. Driver's Licence and Driving Record

8.1 The Employee warrants that they hold a current and valid Queensland manual Class C driver licence (or equivalent) with no auto-only condition, and undertakes to:

- (a) maintain that licence in good standing for the duration of employment;
- (b) immediately notify the Employer if their licence is suspended, cancelled, varied, or otherwise compromised;

(c) immediately notify the Employer of any traffic offence, infringement, or charge that may affect their licence or driving record.

8.2 Loss of a valid driver licence renders the Employee unable to perform the inherent requirements of the position.

9. Vehicle and Equipment

9.1 The Employer provides the collection vehicle (sub-4.5 tonnes GVM, hoist-equipped), fuel card, PPE, tools, and equipment necessary for the role at no cost to the Employee.

9.2 The Employee will use the vehicle and equipment only for authorised work purposes.

9.3 The Employee will complete a pre-start vehicle inspection at the beginning of every shift using the MAH pre-start checklist.

9.4 The Employee will report any vehicle defect, damage, accident, or fuel card concern to the Employer immediately on the day it occurs.

10. Confidentiality and Customer Privacy

10.1 The Employee will keep confidential all information about the Employer's customers, including names, addresses, premises details, collection history, payment information, and operational data, and will not disclose any such information to any person outside the Employer except as required to perform the duties or by law.

10.2 This obligation continues after the end of the Employee's employment.

11. Probation Period

11.1 The Employee is engaged on a 6-month probation period commencing from the Commencement Date.

11.2 Continuation of employment beyond the probation period is at the Employer's discretion based on the Employee's performance, attendance, conduct, and safety record.

11.3 The statutory 12-month minimum employment period for access to unfair dismissal jurisdiction under the Small Business Fair Dismissal Code applies regardless of this contractual probation period if MAH is a small business employer with fewer than 15 employees.

12. Termination

12.1 Notice of termination - the following minimum notice periods apply per section 117 of the Fair Work Act 2009 (Cth):

Employee's continuous service	Minimum notice
Less than 1 year	1 week
1 year and up to 3 years	2 weeks
3 years and up to 5 years	3 weeks
5 years and over	4 weeks

An employee aged 45 years or over with at least 2 years' continuous service is entitled to an additional 1 week's notice from the Employer.

Notice may be paid in lieu at the Employer's election. Notice periods apply equally to resignation by the Employee per Award clause 32.1.

12.2 Summary dismissal - the Employer may terminate without notice for serious misconduct, including but not limited to: theft, fraud, assault, sexual harassment, falsification of route or vehicle records, wilful breach of a safety procedure involving heavy machinery or vehicle operation, or being affected by alcohol or illicit drugs on duty.

12.3 Final pay - the Employer will pay all outstanding wages and entitlements no later than 7 days after the date of termination (Award cl. 17.5).

12.4 All termination communications will be in writing.

13. Redundancy

13.1 Redundancy pay is provided for under section 119 of the Fair Work Act 2009 (Cth) and clause 33 of the Award.

13.2 As a small business employer (fewer than 15 employees at the time of any redundancy), the Employer may be exempt from the NES redundancy pay obligation under section 121(2) of the Fair Work Act 2009 (Cth). This exemption applies only if employee headcount remains below 15 at the time redundancy notice is given.

14. Work Health and Safety

14.1 The Employer complies with the Work Health and Safety Act 2011 (Qld) and all related codes of practice.

14.2 The Employee will:

- (a) take reasonable care for their own health and safety, and the health and safety of others;
- (b) comply with all MAH safe work procedures and the driver safety induction;
- (c) wear all required PPE;
- (d) report all incidents, near-misses, injuries, and hazards immediately on the day they occur;
- (e) attend any safety training reasonably required by the Employer.

14.3 The Employee is covered by WorkCover Queensland for any work-related injury or illness sustained in the course of employment.

15. Drug and Alcohol

15.1 Zero blood alcohol concentration (0.00 BAC) is required at all times while on duty. The Employee will not use illicit drugs prior to or during any shift.

15.2 The Employee will not operate any vehicle while affected by prescription medication that may impair driving ability. Where such medication is prescribed, the Employee must discuss it with the Employer before commencing duty.

15.3 The Employee consents to random and reasonable-suspicion drug and alcohol testing in accordance with the Drug and Alcohol Policy in the MAH Workplace Policy Manual.

16. Fitness for Work

16.1 The Employee warrants that they have disclosed any pre-existing condition that would prevent them from safely performing the inherent requirements of the role.

16.2 The Employee will notify the Employer of any new condition, injury, or impairment that may materially affect their fitness for the inherent requirements of the role.

17. Privacy

17.1 The Employer collects, holds, uses, and discloses the Employee's personal information in accordance with the Privacy Act 1988 (Cth) and the Employer's Privacy Policy.

18. Right to Work

18.1 The Employee warrants that they have an unrestricted right to work in Australia and will produce evidence of that right on request.

19. Entire Agreement and Statutory Preservation

19.1 This Agreement, together with the Position Description (Section 3), the Pay Schedule (Section 5), and the Award, constitutes the entire agreement between the parties in relation to the Employee's employment.

19.2 Nothing in this Agreement excludes, limits, or modifies the National Employment Standards or any term of the Waste Management Award 2020. To the extent of any inconsistency, the National Employment Standards and the Award prevail.

19.3 No variation is effective unless in writing and signed by both parties, except for Annual Wage Review rate indexation per clause 3.4.

20. Transition Acknowledgment

20.1 The parties acknowledge that prior to the Commencement Date, Warren Arthur Sumpton performed services for My Almighty Home Pty Ltd under a contractor arrangement involving Recipient-Created Tax Invoices (RCTIs).

20.2 The parties agree that:

(a) the RCTI arrangement ceases on the Commencement Date stated in this Agreement. No further RCTIs will be issued by or on behalf of the Employee after the Commencement Date;

(b) from the Commencement Date, PAYG withholding applies to all payments made to the Employee, and employer superannuation guarantee contributions commence. The Employee will complete a Tax File Number declaration (online via ATO online services) and the Superannuation Standard Choice Form (NAT 13080) at commencement;

(c) for the purposes of any NES entitlement that requires a period of continuous service, the parties acknowledge the Employee's prior engagement with MAH from 8 January 2026;

(d) any equipment owned by the Employee and used under the prior arrangement is addressed by separate transition agreement or onboarding acknowledgement as applicable.

20.3 This clause does not constitute an admission by either party about the legal characterisation of the prior RCTI arrangement.

21. Governing Law

21.1 This Agreement is governed by the laws of the State of Queensland and the Commonwealth of Australia.

SECTION 5 - Pay Schedule

All rates are derived from the **Waste Management Award 2020 (MA000043) at Level 3**, current from the first full pay period on or after 1 July 2026. Award-derived rates auto-index annually following each FWC Annual Wage Review.

5.1 Ordinary Hourly Rate (Part-Time)

Component	Rate	Source
Level 3 base minimum hourly rate	\$27.83/hr	WMA cl. 15.1 (FY26-27)
Industry Allowance - paid for all purposes	+\$3.24/hr	WMA cl. 16.2(b)
Level 3 PT ordinary hourly rate (IA-inclusive)	\$31.07/hr	WMA cl. 2; Sched A.2.1

The Industry Allowance is embedded in the ordinary hourly rate. The 25% casual loading does not apply because the Employee is a permanent part-time employee.

This rate applies to all ordinary hours including the 16-hour minimum guarantee floor and all additional ordinary hours up to the 38-hour ceiling.

5.2 Bag Rate

5.2.1 Rate

The Employee is entitled to a bag rate of **\$3.00 (three dollars) per bag serviced** during each shift, in addition to the hourly rate in Section 5.1.

5.2.2 Definition of "serviced"

A bag is "serviced" for the purposes of this clause when:

- (a) the bag is physically collected from the customer's kerbside or nominated collection point during the Employee's shift;
- (b) the contents are emptied into the collection vehicle; and
- (c) the stop is recorded as completed in the Employer's route management system (currently the MAH PWA driver portal, or any successor system).

A bag is NOT serviced (and the bag rate does not apply, although a payable failed stop payment may apply under Section 5.3) where:

- (a) the bag was empty / not full, inaccessible at the nominated collection point, or there was no collectable garden waste available at the time of the visit;
- (b) the bag was contaminated and declined under MAH's contamination protocol;
- (c) the stop was blocked by access issues and the Employee could not reasonably complete the collection; or
- (d) the stop was skipped on instructions from the Employer or the customer.

5.2.3 System of record

The Employer's route management system is the system of record for bag count in each pay period. The bag count for each pay period is the number of bags recorded as completed in that system for the Employee during the relevant pay week.

5.2.4 Mixed-driver days

Where two or more drivers service the same route or sections of the same route on a given day, the bag rate is attributed to the driver who physically completed each stop, as recorded in the route management system.

5.2.5 Two-up / helper days

Where two employees work together on one truck on a given day, the bag rate for that day is split equally (50% each) unless the parties have agreed a different allocation in writing before the commencement of that shift.

5.2.6 Leave and return

Where the Employee returns from a period of leave and services bags as part of a catch-up load or any other operational shift, all bags serviced count under this clause in the normal way.

5.2.7 No deduction - floor protection

The bag rate is an additional payment and cannot offset or reduce the Employee's hourly entitlement under Section 5.1. In any week where the Employee works ordinary hours but services no bags, the Employee is paid the hourly rate only with no reduction.

5.3 Payable Failed Stop Payment

5.3.1 Rate

From Monday 3 August 2026, the Employee is entitled to a payable failed stop payment of **\$3.00 (three dollars) per payable failed stop** during each shift, in addition to the hourly rate in Section 5.1.

No payable failed stop payment applies to failed stops before Monday 3 August 2026 unless the Employer confirms otherwise in writing before the work is performed. For clarity, all time worked before that date is still paid under the applicable hourly, overtime, penalty, allowance and minimum-payment rules in this Agreement and the Award.

5.3.2 Definition of "payable failed stop"

A stop is a "payable failed stop" for the purposes of this clause when:

- (a) the stop was assigned to the Employee in the Employer's route management system for that shift;
- (b) the Employee physically attended the customer's kerbside, nominated collection point, or recorded service location during the shift;
- (c) the Employee could not reasonably complete a bag service because of an approved failed-stop reason, including bag empty / not full, gate locked, no access, wrong address, unsafe property, customer cancelled at door, wrong stop / route duplicate / week issue, or another reason approved by the Employer;

(d) the failed stop is recorded as failed in the Employer's route management system at the time of the stop, with the required reason code and any required photo, GPS, or note; and

(e) the stop is not also counted as a serviced bag under Section 5.2.

5.3.3 Not payable

A failed stop payment is not payable where:

(a) the Employee did not physically attend the stop;

(b) the stop was marked failed remotely, inaccurately, or without the required system record;

(c) the stop was skipped before attendance on instruction from the Employer or customer;

(d) the stop was a depot ping, unattempted stop, duplicate record, or other system artefact not requiring attendance; or

(e) the failure resulted from the Employee not following a reasonable and lawful direction, route instruction, safety requirement, or recording requirement.

5.3.4 System of record

The Employer's route management system is the system of record for payable failed stop count in each pay period.

5.3.5 No double payment

A stop may be paid as a serviced bag under Section 5.2 or as a payable failed stop under Section 5.3, but not both.

5.3.6 No deduction - floor protection

The payable failed stop payment is an additional payment and cannot offset or reduce the Employee's hourly entitlement under Section 5.1.

5.4 Payslip Line Items

Each payslip will show three separately identified earnings lines:

- **Line 1 - Ordinary hours:** \$31.07/hr x [hours worked, minimum 16]
- **Line 2 - Bag rate:** [bags serviced] x \$3.00
- **Line 3 - Payable failed stop payment:** [payable failed stops] x \$3.00

Any overtime, penalty rates, or allowances are shown as additional separate lines. PAYG withholding, super, and year-to-date totals are shown per Reg 3.46 requirements.

5.5 Weekly Minimum Floor

Regardless of bag volume, failed stop volume, route size, or any other variable in any given week, the Employee's total remuneration will not fall below:

[hours worked in ordinary time, minimum 16] x \$31.07/hr + applicable Award penalty rates for any overtime, weekend, or public holiday hours

The Employer's payroll system verifies this floor before each payslip is issued. Where a verification check identifies a potential shortfall, the Employer tops up before payment.

5.6 Overtime Rates (cl. 19.1 Award)

Overtime is hours worked above 38 in any week, or outside the span of ordinary hours (4:00am to 5:00pm Mon-Fri), or in excess of 8 hours in any single day.

Overtime	Multiplier	Per-hour at Level 3
First 2 hours	150% of ordinary	\$46.61/hr
Beyond 2 hours	200% of ordinary	\$62.14/hr

MAH may offer overtime where operationally required, including Saturday or Sunday work. Overtime requires prior written authorisation.

The bag rate and payable failed stop payment are paid in addition to overtime rates on any overtime shift.

5.7 Saturday Work

Saturday is outside the span of ordinary hours (cl. 13.2(a)(i)) and is treated as overtime for part-time employees per cl. 10.6(b) and cl. 19.1.

Circumstance	Rate	Per-hour at Level 3
Saturday - first 2 hours (minimum 4 hours engagement per cl. 21.3)	150%	\$46.61/hr

Circumstance	Rate	Per-hour at Level 3
Saturday - after 2 hours	200%	\$62.14/hr

MAH may offer Saturday work where operationally required. Saturday work requires prior written authorisation.

5.8 Sunday Work (cl. 21.4)

All time on Sunday stands alone and is paid at 200% of the ordinary hourly rate with a minimum engagement of 4 hours.

Day	Rate	Per-hour at Level 3
Sunday (all time, minimum 4 hours)	200%	\$62.14/hr

MAH may offer Sunday work where operationally required. Sunday work requires prior written authorisation.

5.9 Public Holidays (cl. 27.5(a))

Public Holiday	Rate	Per-hour at Level 3	Minimum engagement
Good Friday and Christmas Day	200% of ordinary	\$62.14/hr	4 hours
Any other public holiday	150% of ordinary	\$46.61/hr	4 hours

Payment for work on a public holiday is in addition to any amount otherwise payable in respect of the weekly wage.

A public holiday that falls on a day that would otherwise be a working day is paid at the Employee's ordinary rate if the Employee does not work that day.

MAH does not normally roster work on public holidays.

5.10 Shift Loadings (cl. 20.3)

MAH does not currently operate as a shift workplace. Rates listed for completeness.

Shift	Rate	Per-hour at Level 3
Afternoon shift (finishes after 6:30pm, not later than 12:30am)	117.5%	\$36.51/hr
Night shift (finishes after 12:30am, not later than 8:30am)	130%	\$40.39/hr

5.11 Other Allowances

Allowance	Rate	When it applies	Source
First Aid Allowance	\$5.59/day	Only if Employee holds current first aid certificate AND is designated first aider by Employer	WMA cl. 16.2(e)
Meal Allowance	\$21.82 per occurrence	When overtime of 2+ hours occurs without prior notification; OR when commencing 2+ hours before normal start	WMA cl. 16.3(a)
Transport Allowance	\$10.64/day	When commencing duty before 4:00am AND Employer does not provide transport	WMA cl. 16.3(b)
Leading Hand (4-8 employees)	\$30.19/wk	When directed to supervise 4-8 other employees	WMA cl. 16.2(c)

SECTION 6 - Leave and Entitlements

6.1 Annual Leave

As a permanent part-time employee, the Employee accrues paid annual leave under NES section 87.

Accrual: 4 weeks per year, pro-rata on actual ordinary hours worked.

Leave loading: When annual leave is taken, the Employee is paid at the ordinary Award rate plus 17.5% annual leave loading (WMA cl. 22.2(a)), or the applicable weekend penalty rate if higher - whichever is greater, but not both.

Excessive leave accrual: An excessive leave accrual arises at 8 weeks. Award clauses 22.5-22.7 set out the process for managing excessive accruals.

6.2 Personal / Carer's Leave

10 days per year, accruing on actual ordinary hours worked (pro-rata), per NES section 96.

Available for personal illness or injury, or caring for an immediate family or household member who is ill or injured.

Paid at the ordinary hourly rate for hours that would have been worked.

6.3 Compassionate Leave

2 days per occasion, paid, on the death or serious illness of an immediate family or household member (NES section 104).

6.4 Family and Domestic Violence Leave

10 paid days per 12-month period, available from the first day of employment (NES section 106B).

FDV leave is not identified as FDV leave on the payslip. The Employer will record it as personal leave or another agreed description to protect the Employee's privacy, per Fair Work Regulations 2009 Reg 3.47-3.48.

6.5 Community Service Leave

Unpaid community service leave for jury duty or voluntary emergency management activity, per NES sections 108-112.

6.6 Parental Leave

Unpaid parental leave up to 12 months per NES section 67, subject to 12 months' continuous service and a reasonable expectation of continuing engagement. Government Paid Parental Leave may also be available independently.

6.7 Long Service Leave

Under the Industrial Relations Act 2016 (Qld), long service leave accrues from the first day of continuous service. The entitlement may be taken pro-rata after 7 years of continuous service, or in full after 10 years.

6.8 Public Holidays

The Employee is entitled to ordinary-time pay for each public holiday that falls on a day that would otherwise be a working day under the Employee's roster. Work on a public holiday is paid at the rates in Section 5.9.

SECTION 7 - Pay Cycle and Payments

7.1 Pay Week

The MAH pay week runs from Monday 12:00am to Sunday 11:59pm (Brisbane time, AEST, UTC+10 - Queensland does not observe daylight saving).

7.2 Pay Date

Wages are paid by direct deposit to the Employee's nominated bank account on the Monday following the end of each pay week.

Example: work performed Monday 1 June through Sunday 7 June is paid on Monday 8 June.

7.3 Frequency

Payment is weekly.

7.4 Payslip

Each payment is accompanied by a compliant payslip per Fair Work Regulations 2009 Reg 3.46(1), separately identifying:

- Employer name and ABN
- Employee name
- Pay period (Mon DD MMM YYYY to Sun DD MMM YYYY)
- Date of payment
- Hours worked at each rate (ordinary hours, overtime, penalty rate hours - each separately)
- Line 1 - Ordinary earnings: \$31.07/hr x hours (minimum 16)
- Line 2 - Bag rate: bags x \$3.00
- Line 3 - Payable failed stop payment: payable failed stops x \$3.00
- Any overtime earnings (separately identified by rate and hours)
- Any penalty rate payments (separately identified)
- Any allowances (separately identified)
- PAYG tax withheld
- Superannuation: amount contributed, fund name, and USI
- Year-to-date gross earnings, PAYG withheld, super contributed
- Annual leave balance (hours accrued to date)
- Personal/carer's leave balance (hours accrued to date)

Note: FDV leave usage is not identified as FDV leave on the payslip.

7.5 Single Touch Payroll (STP)

MAH reports each payment to the ATO under Single Touch Payroll Phase 2. The Employee can access their year-to-date income statement via myGov at any time.

7.6 Pay Cycle Departures

Where a public holiday falls on the standard pay date (Monday), payment will be processed on the next available business day. The Employer will give advance notice of any such change.

SECTION 8 - Superannuation and WorkCover

8.1 Superannuation

The Employer pays superannuation contributions at the Superannuation Guarantee rate into the Employee's nominated complying super fund.

Current SG rate under the Superannuation Guarantee (Administration) Act 1992 (Cth):

- From 1 July 2026: **12.0%** of Ordinary Time Earnings, paid under payday-super timing requirements

Super is paid on the Employee's **Ordinary Time Earnings (OTE)**, which includes for this role:

- Ordinary hourly wages (Section 5.1 rate for ordinary hours including the guaranteed minimum)
- Industry Allowance (embedded in the ordinary rate per Award cl. 2)
- Bag rate payments (Section 5.2) - these are incentive payments for ordinary-time work and constitute OTE per ATO guidance
- Payable failed stop payments (Section 5.3) - these are incentive payments for ordinary-time work and constitute OTE per ATO guidance

Super is NOT paid on:

- True overtime payments (above the 38-hour ceiling, at overtime rates)
- Reimbursements of genuine out-of-pocket expenses

8.2 Super Fund Choice

The Employee nominates their own complying super fund using the Superannuation Standard Choice Form (NAT 13080) at commencement.

If no fund is nominated, the Employer checks with the ATO for the Employee's stapled super fund. If no stapled fund exists, contributions are paid to the Employer's default fund: **TWUSUPER** (the default fund under WMA cl. 18.4(a)).

8.3 Super Payment Frequency

From 1 July 2026: super is paid on each payday under payday super timing requirements. MAH will transition to weekly super payment from this date.

8.4 WorkCover

The Employee is fully covered by WorkCover Queensland for any work-related injury or illness sustained in the course of employment. Premiums are paid by the Employer.

The Employee must report any work-related injury or illness to the Employer immediately so that a WorkCover claim can be initiated where required.

The first 5 days of work incapacity following a work-related injury are paid by the Employer at normal weekly earnings; thereafter WorkCover Queensland manages compensation payments under the Workers' Compensation and Rehabilitation Act 2003 (Qld).

SECTION 9 - Workplace Policies and Safe Work Procedures

The Employee acknowledges receipt of and agrees to comply with the following:

9.1 Workplace Policy Manual

Provided separately, including:

- Work Health and Safety Policy
- Code of Conduct
- Drug and Alcohol Policy
- Mobile Phone and Distracted Driving Policy
- Vehicle Use Policy
- Incident Reporting Procedure
- Bullying, Harassment and EEO Policy
- Privacy Policy (including APP 5 collection notice)
- Social Media Policy
- Workplace Surveillance Policy

9.2 Safe Work Procedures and Safety Induction

The Employee will complete the MAH Driver Safety Induction at commencement and follow all MAH safe work procedures, including the pre-start vehicle inspection and tip station / transfer station procedures. The Employer will issue formal Safe Work Method Statements (SWMS) from time to time, and the Employee will follow them once issued.

9.3 Mandatory Fair Work Documents

- **Fair Work Information Statement (FWIS)** - provided at commencement (FW Act s.125; current version obtained from fairwork.gov.au)
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SECTION 10 - Acknowledgement and Sign-Off

By signing below, the Employee acknowledges and agrees that:

1. They have read, understood, and accept the terms of this entire Driver Contract Pack, including the Position Description (Section 3), the Part-Time Employment Agreement (Section 4), and the Pay Schedule (Section 5).
2. They have received the Fair Work Information Statement.
3. They have received the MAH Workplace Policy Manual and agree to comply with all policies as in force from time to time.
4. They will complete the MAH Driver Safety Induction and agree to follow all MAH safe work procedures in the performance of their duties.
5. They warrant that the personal and licence information they have provided is true and complete.
6. They have had the opportunity to ask questions and seek independent advice before signing.

Signed by the Employee:

Name: Warren Arthur Sumpton

Signature: _____

Date: _____

Signed for and on behalf of My Almighty Home Pty Ltd:

Name: Michael Davy

Position: Director

Signature: _____

Date: _____