

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Sales and Distribution Service Certified Agreement 2009

Matter No. CA/2009/149

Commissioner Thompson

1 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 1 December 2009 the Commission certifies the following written agreement:

Sales and Distribution Service Certified Agreement 2009 – CA/2009/149

Made between:

Department of Public Works

AND

The Queensland Public Sector Union of Employees.

The agreement was certified by the Commission on 1 December 2009 and shall operate from 1 December 2009 until its nominal expiry on 31 July 2012.

This agreement replaces The Sales and Distribution Service Certified Agreement 2006 (CA/2007/17).

By the Commission.

J.M. Thompson
Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Director-General of the Department of Public Works (Sales and Distribution Service)

AND

The Queensland Public Sector Union of Employees.

*(No. CA 149 of 2009)***SALES AND DISTRIBUTION SERVICE CERTIFIED AGREEMENT 2009****APPLICATION FOR CERTIFICATION OF AGREEMENT**

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the _____ day of _____ 2009, BETWEEN the Director-General of the Department of Public Works and The Queensland Public Sector Union of Employees.

PART 1: APPLICATION AND OPERATION**1.1 Title**

This Agreement shall be known as the *Sales and Distribution Service Certified Agreement 2009*.

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1.3 Application and Parties Bound

- (1) This Agreement shall apply to persons employed at SDS for whom classifications and wage rates are prescribed herein.
- (2) The Chief Executive, Senior Executives and Senior Officers under the *Public Service Act 2008*; appointments made on a fixed term declared under s. 121 of the *Public Service Act 2008*; and employees engaged under contractual arrangements (this does not refer to employees under ss. 147 and 148 of the *Public Service Act 2008* engaged for a fixed term); are not covered by this Agreement.

The parties bound by this Agreement are the Director-General of Department of Public Works, its employees, the Queensland Public Sector Union of Employees (QPSU).

1.4 Date of Operation

The Agreement operates from the date of certification until the nominal expiry date of 31 July 2012. The parties agree that it's terms will be given operative effect on and from 1 August 2009.

1.5 Posting of Agreement

A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace. Electronic access to this Agreement where available is sufficient to meet the requirements of this clause.

1.6 Relationship to Awards and Industrial Instruments

This Agreement is to be read in conjunction with the *Queensland Public Service Award – State – 2003* (the Award). In the event of any inconsistency the terms of this Agreement shall take precedence.

1.7 Objectives of This Agreement

- (1) The purpose of the Agreement is to provide a framework for SDS and the QPSU to work together towards improving productivity.
- (2) It aims to:
 - (a) enhance SDS' commercial competitiveness through improved operational flexibility;
 - (b) ensure all SDS' employees are customer focussed and committed to total customer service;
 - (c) gain employees' commitment to the continuous improvement process to achieve further productivity gains;
 - (d) share productivity gains with all employees; and

- (e) implement conditions of employment that provide SDS with the ability to recruit candidates with the required skill sets and retain staff through enhanced job satisfaction and flexibility of fit between work and family obligations.

1.8 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.

1.9 Facilitative Provisions

Subject to clause 2.3, to achieve ongoing workplace changes and flexibility in conditions throughout the period of the Agreement, workplace practices and arrangements to meet SDS business requirements, including those not subject to this Agreement, may be varied subject to the following conditions:-

- The proposed changes to conditions of employment have been agreed to by the majority of staff affected by the proposal. Where this is required, all employees directly affected will be consulted as a group and addressed by representatives of the Single Bargaining Unit (SBU) and/or representatives of other relevant unions. In these circumstances, agreement is defined as a majority of employees affected, however, it is acknowledged by the parties that consensus should, wherever possible, be the basis of agreement. In determining the outcome, neither party will unreasonably withhold agreement.
- In cases of significant workplace changes, the application of a "trial" period, where appropriate;
- Ratification by the QIRC, where necessary.

1.10 Definitions and Abbreviations

“AQF” means the Australian Qualifications Framework. The AQF is a system of twelve national qualifications in schools, vocational education and training (TAFEs and private providers) and the higher education sector (mainly universities). The AQF is set out in Appendix 4.

“CCF” means Central Consultative Forum

“SBU” means the Single Bargaining Unit

“SDS” means the Sales and Distribution Service

“PSC” means Public Service Commission

PART 2: WAGES AND ALLOWANCES

2.1 New Wage Rates

In recognition of the commitment of the parties as specified in clause 1.7 “Objectives of This Agreement”, the following wage increases shall apply to employees covered by this Agreement:

1 August 2009	4.5% or \$34.00 per week (whichever is the greater)
1 August 2010	4% or \$34.00 per week (whichever is the greater)
1 August 2011	4% or \$34.00 per week (whichever is the greater)

The salary schedules are set out in Appendix 1.

2.2 On Call Provisions

The following provisions are to be read in conjunction with Schedule 4, Section 6 “On call arrangements” of the *Queensland Public Service Award – State 2003*,

- (1) Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer level 3, pay point 4.
- (2) An employee, while on call, who is recalled to perform duties without the need to leave the employee’s place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will

be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.

- (3) On call arrangements will be implemented by agreement between the Chief Executive and majority of affected employees in consultation with the relevant union.
- (4) The parties to the *State Government Departments Certified Agreement 2009* (Clause 2.2(3)) have agreed to finalise consent amendments to the *Queensland Public Service Award – State 2003* and the *Employees of Queensland Government Departments (Other Than Public Servants) Award – State 2003* which will consolidate existing provisions contained in both these Awards with the provisions prescribed above at clause 2.2 (1) – (3).

The parties to this agreement will adopt the new on-call provisions from the *Queensland Public Service Award – State 2003*. These provisions will supersede and totally override the provisions prescribed above at clauses 2.2 (1) – (3) and will form part of this Agreement.

2.3 No Loss of Show Day

- (1) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- (2) Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

2.4 No Further Claims

- (1) This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.
- (2) This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (3) It is agreed that the following changes may be made to employees' rights and entitlements during the life of this agreement:
 - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (b) Any improvements in conditions that are determined on a whole-of-government basis;
 - (c) Reclassifications.
- (4) Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in the Award, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.
- (6) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives made under the *Public Service Act 2008* will be applied.

PART 3: TRAINING

- (1) The parties to this agreement recognise an ongoing commitment to training and development through a variety of modes including on the job training, accredited courses and professional development programs.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives in an environment where greater focus should be placed on strategies to attract, retain and develop employees with critical skills and abilities.
- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and agencies' service delivery while enhancing job satisfaction and employees' professional growth.

- (4) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to agency needs to enable employees' to meet the requirements of clause 4.1 and 4.2 of this agreement.
- (5) The parties recognise the importance of the provision of accredited training packages for front-line service delivery positions within the Queensland public sector in ensuring the provision of quality services to the Queensland community. A joint review of the training provided to service delivery staff employed in AO2 and AO3 positions will occur during the life of this Agreement.

PART 4: RECOGNITION OF ACCREDITED QUALIFICATIONS

4.1 Commitment

- (1) The parties are committed to the principle that financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:
- (a) an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies); and
 - (b) reached the maximum paypoint of the specified Classification Level in the Administration Stream or the Operational Stream; and
 - (c) spent one calendar year on the maximum pay point (or, in the case of permanent part time or casual employees, have spent one calendar year and worked 1200 hours at the maximum pay point).

4.2 Appropriate Remuneration

The following remuneration shall be paid for employees that meet the requirements in clause 4.1:

Certificate IV (AQF IV)	AO2	\$41.50 per fortnight
Diploma (AQF V)	AO3	\$42.80 per fortnight
Advanced Diploma (AQF VI)	AO4	\$44.60 per fortnight
Certificate III (AQF III)	OO2	\$20.00 per fortnight
Certificate IV (AQF IV)	OO3	\$41.50 per fortnight
Diploma (AQF V)	OO4/OO5	\$42.80 per fortnight
Advanced Diploma (AQF VI)	OO6	\$44.60 per fortnight

PART 5: CULTURAL LEAVE

Employees may access up to 5 days unpaid cultural leave per year as prescribed at section 40A of the *Industrial Relations Act 1999*. In addition, eligible employees may also access cultural leave:

- as recreation leave;
- as unpaid special leave;
- in lieu of public holidays (where operational circumstances permit);
- as accrued time leave; or
- at the required time with such time made up at a later date.

PART 6: PAID PARENTAL LEAVE

The parties agree that the employer-paid entitlements as prescribed in Ministerial Directive 5/08 (Paid Parental Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

PART 7: EMPLOYMENT SECURITY AND ORGANISATIONAL CHANGE AND RESTRUCTURING

7.1 Employment Security

- (1) The government is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

7.2 Permanent Employment

- (1) The parties are committed to maximizing permanent employment where possible. Casual or temporary forms of employment should only be utilized where permanent employment is not viable or appropriate.

Workforce planning and management strategies will be utilised by SDS to assist in determining the appropriate workforce mix for current and future needs.

7.3 Organisational Change and Restructuring

- (1) SDS is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
- (2) These commitments are effected through the Government's Employment Security Policy and the Policy on the Contracting-Out of Government Services.
- (3) SDS shall advise the Consultative Committee (CC) of their intention to implement changes that may affect the employment security of their employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of relevant awards.
- (4) It is acknowledged that management has a right to implement changes in order to meet business requirements. The consultation process will not be used to frustrate or delay the changes but rather to ensure that all viable options are considered.
- (5) The parties agree that SDS should report to unions on a quarterly basis the current status of employment practices within the business unit. This report should be provided on a quarterly basis at the CC. Specifically, the report should detail the following:
 - (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
 - (c) the number of people engaged through labour hire;
 - (d) any significant variance in the number of permanent employees;
 - (e) the conversion of temporary employees to tenured status.
- (6) Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. SDS and employees will comply with all relevant Directives. Where an employee refuses to participate or cooperate in these processes, the full provisions of the directive pertaining to retrenchment may be followed to the extent of their applicability.
- (7) All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
- (8) SDS must provide relevant information to the relevant union/s when it intends to apply the provisions of the directive relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time as SDS' intentions are communicated to the employee. An affected employee must be provided with notice of the SDS' intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

7.4 Recreation Leave

- (1) The parties acknowledge the importance of ensuring that all staff avail themselves of appropriate recreation leave annually however, recognise that due to organisational or personal requirement, it is occasionally not possible.
- (2) All staff members shall acknowledge and undertake their responsibility for scheduling and taking appropriate periods of recreation leave each year in conjunction with their supervisors and in accordance with established business unit trading patterns.

PART 8: SALARY PACKAGING

- (1) Salary packaging is available for employees in departments and agencies covered by this Agreement.

- (2) Departments and agencies are to apply the following principles for employees that avail themselves of salary packaging:
- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is *strongly recommended* to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
 - (e) the Employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
 - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
 - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (4) Employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 9: CONSULTATIVE COMMITTEES

9.1 Consultative Committee (CC)

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) In recognition of clause 9.1(1), SDS will have a joint union/employer CC. The CC will meet as required. Any party to this agreement may seek to convene a meeting by contacting the nominated Chair and identifying the issue/s for discussion. The CC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this agreement such as:
- a) Workload Management (Part 16);
 - b) Organisational Change and Restructuring (Part 7);
 - c) Climate Change (Part 20);
 - d) Training (Part 3);
 - e) Union Encouragement (Part 12);
 - f) Balancing Work/Life and Family (Part 21);
 - g) Organisational matters such as the review of, changes to or introduction of new workforce management policies; and
 - h) Generally overseeing implementation of the Certified Agreement

The CC may agree to establish standing committees, sub-committees, or other additional consultative structures (such as Local Consultative Committees or Climate Change Committees) with agreed terms of reference/operating principles.

- (3) The parties recommend that in addition to CCs, SDS will facilitate and encourage the operation of consultative forums at the local level. These forums allow for consultation, engagement and dispute resolution directly between affected employees (through their union delegates to the committee/forum) and the relevant decision-makers.

- (4) SDS will develop, in consultation with the relevant unions, a framework for the conduct of consultation within SDS within six months of the date of certification of this agreement. This framework should take into account the organisational structure of SDS, the different parties that should be involved in consultative processes, and the interaction between various consultative mechanisms.
- (5) This agreement, through various provisions, allocates a number of roles and responsibilities to CCs which SDS will ensure occur in accordance with the provisions of this Agreement and the Terms of Reference template for CCs. The parties to this agreement agree to review and update the Terms of Reference template for CCs within six months of the date of certification of this agreement.

9.2 Single Bargaining Unit (SBU)

SDS will also have a joint union/employer SBU. The SBU may, by agreement, subsume the role/s of any other consultative forums already in place. The SBU may be used to consult on a broad range of issues and is not confined to the discussion of matters arising from this agreement.

PART 10: COLLECTIVE INDUSTRIAL RELATIONS

- (1) SDS acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) SDS as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- (3) The Government is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.
- (4) Consistent with principles established by a full bench of the Queensland Industrial Relations Commission, the Government will agree to support the “rolling up” of certified agreement wage rates into the relevant awards.

PART 11: ILO CONVENTIONS

SDS as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers’ representatives, collective bargaining and equality of opportunity for all public sector workers.

PART 12: UNION ENCOURAGEMENT

- (1) SDS recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) SDS are to provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between SDS and relevant union to be on a more regular basis. This information is to be provided electronically and shall include work location details.
- (6) SDS is also required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between SDS and the relevant union to be on a more regular basis. The provision of all staff information to the relevant union shall be consistent with the principles outlined at s373(3) of the *Industrial Relations Act 1999*.

PART 13: UNION DELEGATES

- (1) SDS acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (2) Public sector employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (4) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

PART 14: INDUSTRIAL RELATIONS EDUCATION LEAVE

- (1) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).
- (3) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.
- (4) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant union and the employee.
- (5) Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- (6) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- (7) At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive 08/06 "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

PART 15: PREVENTION AND SETTLEMENT OF DISPUTES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
 - (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the CC for discussion and appropriate action. This process should not exceed 14 days;
 - (d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.
- (5) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this agreement, there are other dispute resolution procedures available.

PART 16: WORKLOAD MANAGEMENT

- (1) SDS is committed to working with its employees and the public sector unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore SDS should ensure safe work environments are not compromised, and that SDS' responsibilities under legislation including duty of care to all employees are complied with.
- (2) It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or TOIL.
- (3) SDS are obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.
- (4) SDS remains committed to the implementation of the workload management tool during the life of this agreement. The parties agree that a review of the workload management tool in the first 12 months after certification of this Agreement will occur through a joint union/PSC working party. In utilising the workload management tool SDS are obliged to adapt the template tool to account for organisational-specific circumstances to ensure easier application of the tool.
- (5) In addition, the parties agree that each Consultative Committee (CC) will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:
 - (a) To undertake research on local workload management issues;
 - (b) To address specific workload issues referred by staff of work units, union officials and/or management;
 - (c) To develop expedient processes for referral of workload issues to the CC;
 - (d) Based on research, develop strategies to improve immediate and long term workload issues;
 - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee; and
 - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes, and make

recommendations to affected workgroups on the management of potential workload issues where appropriate.

PART 17: FAIR CAREER PATHS

- (1) The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to provide consistent and transparent classifications across the public sector.
- (2) SDS, in consultation with the relevant CC, will ensure it has a review process in place to allow aggrieved employees the opportunity to raise concerns about the work value assessment (utilising JEMS or other approved methodology) of their position. These processes will provide the opportunity for consultation with the relevant union and may include a union representative as part of the process.
- (3) Design Principles relating to the JEMS review process were approved by the Central Peak Consultative Committee in 2004 under the auspices of the *State Government Departments Certified Agreement 2003*. These agreed Design Principles were developed and approved for discretionary use by agencies when finalising the review process referred to above. The review of the Design Principles will be completed within 12 months of the date of certification of the *State Government Departments Certified Agreement 2009*.

PART 18: WORKPLACE BULLYING

The parties recognise that workplace bullying is a serious issue which is not acceptable and must be eliminated.

PART 19: CLIENT AGGRESSION

The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable. The Government, through Workplace Health and Safety Queensland of the Department of Justice and Attorney-General, will review and update its publications dealing with occupational violence. On completion of this review and within twelve months of certification of this agreement, Government will consult with public sector unions about implementation of strategies consistent with Workplace Health and Safety Queensland publication to manage the risk, and respond to incidents, of client aggression.

PART 20: CLIMATE CHANGE

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and workers alike. SDS recognises that staff play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve SDS' sustainability objectives.

PART 21: BALANCING WORK/LIFE AND FAMILY

- (1) SDS recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve work-life balance, and have introduced a variety of initiatives on work and family.
- (2) The parties recognise that implementing Work-Life Balance initiatives will enable SDS to continue providing effective service delivery to the Queensland public.
- (3) SDS is committed to improving the uptake of existing work-life balance policies across the organisation in order to realise the potential of work-life balance as a tool to improve the attraction and retention of employees and subsequently productivity for employers.
- (4) SDS agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for their employees in order to develop an organisational culture that supports work-life balance.
- (5) Workplace arrangements supported by SDS to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):
 - Leave arrangements – e.g. carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
 - Policies relevant to parenting and pregnancy – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;

- Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or ADO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours;
 - Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.
- (6) SDS should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through the Consultative Committees.
 - (7) The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.
 - (8) **Organisational Hours of Work (Flexi-time)** - The government agrees to consent to an application by the relevant unions to amend the Queensland Public Service Award – State 2003 to provide greater detail on the minimum conditions to be included in organisational hours of work arrangements (flexitime) subject to agreement between the parties on the content of the application to amend the Award.

PART 22: SPREAD OF HOURS – BRISBANE CENTRAL BUSINESS DISTRICT

- (1) These provisions shall apply only to employees engaged under the *Queensland Public Service Award - State – 2003* where the employee’s place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of “City – Remainder” and “City – Inner” within the Statistical Subdivision of “0501 – Inner Brisbane”.
- (2) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane and subject to a majority-approved ballot of Brisbane Central Business District employees (inclusive of relevant employees subject to the *State Government Departments Certified Agreement 2009*), the parties agree to a wider ordinary spread of hours of 6.00 am to 7.00 pm for full-time and part-time employees only.
- (3) The purpose of such an arrangement is to allow employees and supervisors to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7am to 9am and 4pm to 6pm.
- (4) For the purposes of application of the Ministerial Directive relating to Excess Travel Time, which only applies to employees subject to the *Queensland Public Service Award – State 2003*, the ordinary spread of hours for the purposes of clause 1.1 of the Schedule to the Directive shall be 6.00 am to 7.00 pm.
- (5) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of agencies affected by these provisions.
- (6) All other conditions contained in Awards and Ministerial Directives relating to overtime, meal breaks and meal allowances shall continue to apply.

PART 23: WORKPLACE HEALTH AND SAFETY

The parties to this Agreement are committed to the provision and maintenance of a safe and healthy environment by ensuring that all work practices and procedures protect the health and welfare of all persons at the workplace.

To ensure a safe and healthy workplace, the parties agree to:

- (a) comply with Workplace Health and Safety Act, the Department of Public Works Workplace Health and Safety Policy, Statutory Requirements, Codes of Practice and Industry Standards and make available the necessary resources to meet these requirements;
- (b) foster Health and Safety awareness and provide information and training with regard to Health and Safety;
- (c) consult with employees in the areas of hazard identification, evaluation and control, accident prevention and personal risk management;
- (d) use the appropriate Business Unit consultative mechanisms for reporting and analysing accidents and health matters that may affect the parties; and
- (e) give assistance and support to rehabilitate injured staff so that they may return to normal duties as soon as possible.

PART 24: OTHER INITIATIVES

24.1 *Mobility principles for public service staff moving between organisations covered by different EB agreements*

Under this Agreement, it is recognised that existing Queensland Public Sector employees will enter into employment with SDS during the course of this Agreement.

Existing Public Sector employees may join SDS in the following way:

- (a) voluntary joining through promotion, secondment or transfer at level from another Agency or Business Unit;
- (b) imposed movement as a result of Agency/Business Unit restructuring.

The existence of separate agreements throughout the Queensland Public Sector provides for differing salary packages. To ensure that existing public sector employees are not disadvantaged by joining SDS, the following provisions have been made:

- a) Where staff join SDS under the situations described in (a) above, they accept the terms, conditions and salary packages as set out in this Agreement.
- b) Where staff join SDS under the situations described in (b) above, they will not be disadvantaged in terms of salary, ie they will either retain their existing salary level or if SDS salary level is greater, they will transfer to that higher pay point in SDS.

24.2 *Information Technology Utilisation*

- (1) The parties recognise that SDS is seeking to improve the range and depth of skills of SDS staff to enhance both the development of the staff and the capability of the organisation. To do this, the annual Training and Development Plan shall continue to be developed and implemented during the life of the Agreement.
- (2) The plan is also intended to assist in the career planning and development of staff by identifying at a strategic level, those skills sets needed to effectively service our clients. The training and development needs of individual Officers will continue to be addressed through the Performance Planning and Review process.
- (3) The parties are committed to the utilisation of:
 - (a) current information technology applications and systems to their full potential
 - (b) new information technology initiatives which may be introduced during the life of the Agreement.
- (4) The parties agree to utilise the SDS Consultative Committee as the consultative mechanism to achieve these agreed objectives and other staff development issues which may arise.

24.3 *Casual and Temporary Employment*

Where the skills and the resources of SDS are inadequate to meet client requirements, the parties agree to the employment of staff on a casual or temporary basis:

- (a) for the duration of a specified project (or projects);
- (b) for a specified duration where the finishing date is identified at the commencement of employment.

Such staff will be employed to provide flexibility in managing fluctuating work loads.

The parties agree to conduct a joint review of the workforce profile taking into account the outcomes of the current review of SDS.

24.4 *Employee Assistance Scheme*

The parties agree that the provision of an Employee Assistance Scheme shall continue for the life of this Agreement.

24.5 *National Competency Framework - Warehousing*

The parties agree to examine the feasibility of implementing a competency based employment framework for storeworkers based on the National Standards for the Warehousing industry. Essentially the components of this framework relate to:

- training;

- recruitment & selection;
- performance management; and
- career development.

It is recognised that comprehensive consultation will need to take place between all stakeholders, including central agencies, before any implementation. Proposals will only be pursued to implementation, in the event that a net commercial benefit to the business and Government can be demonstrated and delivered.

24.6 Overtime Meal Allowance

The conditions and entitlements paid to employees are as prescribed under *Directive 20/01 "Overtime Meal Allowances"* as issued and amended from time to time by the Minister for Industrial Relations under Part 3 of the *Public Service Act 2008*.

SIGNATORIES

Signed by the Director-General of the Department of Public Works: M. Grierson
In the presence of: B. Backhouse

Signed for and on behalf of The Queensland Public Sector Union of Employees: A. Scott
In the presence of: M. Weiners

Appendix 1: Salary Schedules

**SALARY SCHEDULES
SALES AND DISTRIBUTION SERVICE CERTIFIED AGREEMENT 2009**

Administration Stream

Class	Description	Fortnightly Effective 1/8/09	Fortnightly Effective 1/8/10	Fortnightly Effective 1/8/11
HAO1/1	ADMIN LEV1	\$1,135.00	\$1,203.00	\$1,271.00
HAO1/2	ADMIN LEV1	\$1,210.80	\$1,278.80	\$1,346.80
HAO1/3	ADMIN LEV1	\$1,286.70	\$1,354.70	\$1,422.70
HAO2/1	ADMIN LEV2	\$1,458.70	\$1,526.70	\$1,594.70
HAO2/2	ADMIN LEV2	\$1,498.40	\$1,566.40	\$1,634.40
HAO2/3	ADMIN LEV2	\$1,538.00	\$1,606.00	\$1,674.00
HAO2/4	ADMIN LEV2	\$1,577.50	\$1,645.50	\$1,713.50
HAO2/5	ADMIN LEV2	\$1,618.90	\$1,686.90	\$1,754.90
HAO2/6	ADMIN LEV2	\$1,662.90	\$1,730.90	\$1,800.10
HAO2/7	ADMIN LEV2	\$1,709.50	\$1,777.90	\$1,849.00
HAO2/8	ADMIN LEV2	\$1,759.00	\$1,829.40	\$1,902.60
HAO2/Q	AO2 Cert IV (AQF IV)	\$1,800.50	\$1,870.90	\$1,944.10
HAO3/1	ADMIN LEV3	\$1,881.20	\$1,956.40	\$2,034.70
HAO3/2	ADMIN LEV3	\$1,953.20	\$2,031.30	\$2,112.60
HAO3/3	ADMIN LEV3	\$2,025.30	\$2,106.30	\$2,190.60
HAO3/4	ADMIN LEV3	\$2,097.70	\$2,181.60	\$2,268.90
HAO3/Q	AO3 Diploma (AQF V)	\$2,140.50	\$2,224.40	\$2,311.70
HAO4/1	ADMIN LEV4	\$2,223.80	\$2,312.80	\$2,405.30
HAO4/2	ADMIN LEV4	\$2,297.00	\$2,388.90	\$2,484.50
HAO4/3	ADMIN LEV4	\$2,373.10	\$2,468.00	\$2,566.70
HAO4/4	ADMIN LEV4	\$2,448.50	\$2,546.40	\$2,648.30
HAO4/Q	AO4 Adv Dip (AQF VI)	\$2,493.10	\$2,591.00	\$2,692.90
HAO5/1	ADMIN LEV5	\$2,583.60	\$2,686.90	\$2,794.40
HAO5/2	ADMIN LEV5	\$2,659.60	\$2,766.00	\$2,876.60
HAO5/3	ADMIN LEV5	\$2,736.10	\$2,845.50	\$2,959.30
HAO5/4	ADMIN LEV5	\$2,812.50	\$2,925.00	\$3,042.00
HAO6/1	ADMIN LEV6	\$2,972.20	\$3,091.10	\$3,214.70
HAO6/2	ADMIN LEV6	\$3,042.50	\$3,164.20	\$3,290.80
HAO6/3	ADMIN LEV6	\$3,113.20	\$3,237.70	\$3,367.20
HAO6/4	ADMIN LEV6	\$3,183.50	\$3,310.80	\$3,443.20
HAO7/1	ADMIN LEV7	\$3,332.10	\$3,465.40	\$3,604.00
HAO7/2	ADMIN LEV7	\$3,413.80	\$3,550.40	\$3,692.40
HAO7/3	ADMIN LEV7	\$3,495.30	\$3,635.10	\$3,780.50
HAO7/4	ADMIN LEV7	\$3,576.80	\$3,719.90	\$3,868.70
HAO8/1	ADMIN LEV8	\$3,697.10	\$3,845.00	\$3,998.80
HAO8/2	ADMIN LEV8	\$3,769.50	\$3,920.30	\$4,077.10
HAO8/3	ADMIN LEV8	\$3,841.40	\$3,995.10	\$4,154.90
HAO8/4	ADMIN LEV8	\$3,913.30	\$4,069.80	\$4,232.60
HAQF01	TRAINEE LV 1	\$583.50	\$610.70	\$637.90
HAQF02	TRAINEE LV 1	\$802.30	\$839.70	\$877.10
HAQF03	TRAINEE LV 1	\$1,094.00	\$1,145.00	\$1,196.00
HAQF04	TRAINEE LV 1	\$1,458.70	\$1,526.70	\$1,594.70

Operational Stream

Class	Description	Fortnightly Effective 1/8/09	Fortnightly Effective 1/8/10	Fortnightly Effective 1/8/11
HOO1/1	OPERAT LEV1	\$989.40	\$1,057.40	\$1,125.40
HOO1/2	OPERAT LEV1	\$1,078.20	\$1,146.20	\$1,214.20
HOO1/3	OPERAT LEV1	\$1,167.00	\$1,235.00	\$1,303.00
HOO1/4	OPERAT LEV1	\$1,255.80	\$1,323.80	\$1,391.80
HOO1/5	OPERAT LEV1	\$1,344.90	\$1,412.90	\$1,480.90
HOO1/6	OPERAT LEV1	\$1,434.30	\$1,502.30	\$1,570.30
HOO2/1	OPERAT LEV2	\$1,458.70	\$1,526.70	\$1,594.70
HOO2/2	OPERAT LEV2	\$1,500.40	\$1,564.90	\$1,632.90
HOO2/3	OPERAT LEV2	\$1,541.90	\$1,608.20	\$1,676.20
HOO2/4	OPERAT LEV2	\$1,583.50	\$1,651.50	\$1,719.50
HOO2/Q	OO2 Cert III (AQFIII)	\$1,603.50	\$1,671.50	\$1,739.50
HOO3/1	OPERAT LEV3	\$1,609.10	\$1,677.10	\$1,745.10
HOO3/2	OPERAT LEV3	\$1,644.10	\$1,712.10	\$1,780.60
HOO3/3	OPERAT LEV3	\$1,680.30	\$1,748.30	\$1,818.20
HOO3/4	OPERAT LEV3	\$1,718.20	\$1,786.90	\$1,858.40
HOO3/Q	OO3 Cert IV (AQF IV)	\$1,759.70	\$1,828.40	\$1,899.90
HOO4/1	OPERAT LEV4	\$1,794.20	\$1,866.00	\$1,940.60
HOO4/2	OPERAT LEV4	\$1,852.80	\$1,926.90	\$2,004.00
HOO4/3	OPERAT LEV4	\$1,911.00	\$1,987.40	\$2,066.90
HOO4/4	OPERAT LEV4	\$1,969.30	\$2,048.10	\$2,130.00
HOO4/Q	OO4 Diploma (AQFV)	\$2,012.10	\$2,090.90	\$2,172.80
HOO5/1	OPERAT LEV5	\$2,021.30	\$2,102.20	\$2,186.30
HOO5/2	OPERAT LEV5	\$2,088.60	\$2,172.10	\$2,259.00
HOO5/3	OPERAT LEV5	\$2,156.10	\$2,242.30	\$2,332.00
HOO5/4	OPERAT LEV5	\$2,223.80	\$2,312.80	\$2,405.30
HOO5/Q	OO5 Diploma (AQFV)	\$2,266.60	\$2,355.60	\$2,448.10
HOO6/1	OPERAT LEV6	\$2,322.20	\$2,415.10	\$2,511.70
HOO6/2	OPERAT LEV6	\$2,385.20	\$2,480.60	\$2,579.80
HOO6/3	OPERAT LEV6	\$2,448.50	\$2,546.40	\$2,648.30
HOO6/Q	OO6 Adv Diploma (AQFVI)	\$2,493.10	\$2,591.00	\$2,692.90
HOO7/1	OPERAT LEV7	\$2,568.50	\$2,671.20	\$2,778.00
HOO7/2	OPERAT LEV7	\$2,633.10	\$2,738.40	\$2,847.90
HOO7/3	OPERAT LEV7	\$2,697.70	\$2,805.60	\$2,917.80

Professional Stream

Class	Description	Fortnightly Effective 1/8/09	Fortnightly Effective 1/8/10	Fortnightly Effective 1/8/11
HPO1/1	PROFES LEV1	\$1,164.70	\$1,232.70	\$1,300.70
HPO1/2	PROFES LEV1	\$1,284.30	\$1,352.30	\$1,420.30
HPO1/3	PROFES LEV1	\$1,404.10	\$1,472.10	\$1,540.10
HPO1/4	PROFES LEV1	\$1,523.50	\$1,591.50	\$1,659.50
HPO1/5	PROFES LEV1	\$1,588.90	\$1,656.90	\$1,724.90
HPO1/6	PROFES LEV1	\$1,659.10	\$1,727.10	\$1,796.20
HPO1/7	PROFES LEV1	\$1,736.90	\$1,806.40	\$1,878.70
HPO2/1	PROFES LEV2	\$1,879.10	\$1,954.30	\$2,032.50
HPO2/2	PROFES LEV2	\$1,984.10	\$2,063.50	\$2,146.00
HPO2/3	PROFES LEV2	\$2,089.10	\$2,172.70	\$2,259.60
HPO2/4	PROFES LEV2	\$2,194.30	\$2,282.10	\$2,373.40
HPO2/5	PROFES LEV2	\$2,299.60	\$2,391.60	\$2,487.30
HPO2/6	PROFES LEV2	\$2,406.80	\$2,503.10	\$2,603.20
HPO3/1	PROFES LEV3	\$2,531.10	\$2,632.30	\$2,737.60
HPO3/2	PROFES LEV3	\$2,610.60	\$2,715.00	\$2,823.60
HPO3/3	PROFES LEV3	\$2,689.60	\$2,797.20	\$2,909.10
HPO3/4	PROFES LEV3	\$2,769.00	\$2,879.80	\$2,995.00
HPO4/1	PROFES LEV4	\$2,951.10	\$3,069.10	\$3,191.90
HPO4/2	PROFES LEV4	\$3,028.70	\$3,149.80	\$3,275.80
HPO4/3	PROFES LEV4	\$3,106.20	\$3,230.40	\$3,359.60
HPO4/4	PROFES LEV4	\$3,183.50	\$3,310.80	\$3,443.20
HPO5/1	PROFES LEV5	\$3,332.00	\$3,465.30	\$3,603.90
HPO5/2	PROFES LEV5	\$3,413.80	\$3,550.40	\$3,692.40
HPO5/3	PROFES LEV5	\$3,495.30	\$3,635.10	\$3,780.50
HPO5/4	PROFES LEV5	\$3,576.80	\$3,719.90	\$3,868.70
HPO6/1	PROFES LEV6	\$3,697.10	\$3,845.00	\$3,998.80
HPO6/2	PROFES LEV6	\$3,769.50	\$3,920.30	\$4,077.10
HPO6/3	PROFES LEV6	\$3,841.40	\$3,995.10	\$4,154.90
HPO6/4	PROFES LEV6	\$3,913.30	\$4,069.80	\$4,232.60

Technical Stream

Class	Description	Fortnightly Effective 1/8/09	Fortnightly Effective 1/8/10	Fortnightly Effective 1/8/11
HTO1/1	TECH LEV1	\$1,164.70	\$1,232.70	\$1,300.70
HTO1/2	TECH LEV1	\$1,284.30	\$1,352.30	\$1,420.30
HTO1/3	TECH LEV1	\$1,404.10	\$1,472.10	\$1,540.10
HTO1/4	TECH LEV1	\$1,523.50	\$1,591.50	\$1,659.50
HTO1/5	TECH LEV1	\$1,588.90	\$1,656.90	\$1,724.90
HTO1/6	TECH LEV1	\$1,659.10	\$1,727.10	\$1,796.20
HTO1/7	TECH LEV1	\$1,736.90	\$1,806.40	\$1,878.70
HTO2/1	TECH LEV2	\$1,766.60	\$1,837.30	\$1,910.80
HTO2/2	TECH LEV2	\$1,833.10	\$1,906.40	\$1,982.70
HTO2/3	TECH LEV2	\$1,899.10	\$1,975.10	\$2,054.10
HTO2/4	TECH LEV2	\$1,965.40	\$2,044.00	\$2,125.80
HTO2/5	TECH LEV2	\$2,031.60	\$2,112.90	\$2,197.40
HTO2/6	TECH LEV2	\$2,097.70	\$2,181.60	\$2,268.90
HTO3/1	TECH LEV3	\$2,223.80	\$2,312.80	\$2,405.30
HTO3/2	TECH LEV3	\$2,283.30	\$2,374.60	\$2,469.60
HTO3/3	TECH LEV3	\$2,345.20	\$2,439.00	\$2,536.60
HTO3/4	TECH LEV3	\$2,406.80	\$2,503.10	\$2,603.20
HTO4/1	TECH LEV4	\$2,531.10	\$2,632.30	\$2,737.60
HTO4/2	TECH LEV4	\$2,614.30	\$2,718.90	\$2,827.70
HTO4/3	TECH LEV4	\$2,697.70	\$2,805.60	\$2,917.80
HTO5/1	TECH LEV5	\$2,812.50	\$2,925.00	\$3,042.00
HTO5/2	TECH LEV5	\$2,897.40	\$3,013.30	\$3,133.80
HTO5/3	TECH LEV5	\$2,982.40	\$3,101.70	\$3,225.80
HTO5/4	TECH LEV5	\$3,067.50	\$3,190.20	\$3,317.80
HTO6/1	TECH LEV6	\$3,168.90	\$3,295.70	\$3,427.50
HTO6/2	TECH LEV6	\$3,250.30	\$3,380.30	\$3,515.50
HTO6/3	TECH LEV6	\$3,332.00	\$3,465.30	\$3,603.90