

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/253

TITLE: Your Ticket Sunday (NSW) Agreement 2000

I.R.C. NO: 2000/3568

DATE APPROVED/COMMENCEMENT: 3 August 2000

TERM:2 month project

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 6 October 2000

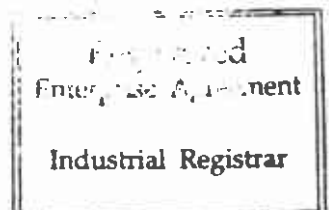
DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees delivering, transporting, handling or supervising the delivery of Sydney 2000 Olympic Games Tickets on any Sunday from 6 August to 3 September 2000

PARTIES: TNT Australia Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



1. TITLE

This Agreement shall be known as the Your Ticket Sunday (NSW) Agreement, 2000.

2. ARRANGEMENT

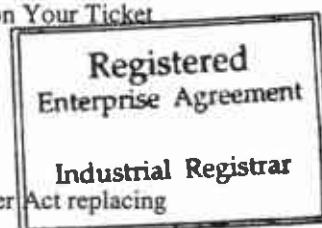
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3. PARTIES BOUND AND AREA OF OPERATION

- (a) The parties to this Agreement are the Employer and the Union. This Agreement shall bind the Employer, the Union and the Employees.
- (b) This Agreement shall apply to all Employees engaged to perform the Work on Your Ticket Sunday in all States and Territories.

4. DEFINITIONS

- (a) "Act" shall mean the **Industrial Relations Act 1996** as amended or any other Act replacing or operating in lieu of the Act.
- (b) "Commission" shall mean the **Industrial Relations Commission of New South Wales**
- (c) "Company" shall mean TNT Employment Pty Ltd (ACN 000 673 334)
- (d) "Delivery Operative" shall mean an Employee who delivers Sydney 2000 Olympic Games tickets to a residential address.
- (e) "Drop" shall mean an actual or attempted delivery of Sydney 2000 Olympic Games tickets at a residential address. An actual Drop shall be substantiated by a Proof of Delivery (POD) and an attempted Drop shall be substantiated with the completion of the reason for failure section of the POD and dispatch of an advise card.
- (f) "Employee(s)" shall mean those persons employed by the Employer to perform Work on one or more of The Sundays.
- (g) "Employer" shall mean TNT Employment Pty Ltd (ACN 000 673 334)
- (h) "Industrial Instrument" shall mean the Transport Workers Award 1998 [T0140] as varied or any other Award operating in lieu of the Award; the Airline Operations (Transport Workers') Award 1988 [T0029] as varied or any other Award operating in lieu of the Award, the Transport Industry (State) Award (NSW) and any other Award (whether state or federal)



and any other certified agreement or enterprise agreement (whether state or federal) which, but for this Agreement, would apply to Employees in relation to the Work.

- (i) **“Project Manager”** shall mean the Employer’s representative with overall operational responsibility for Your Ticket Sunday.
- (j) **“SOCOG”** shall mean the Sydney Organising Committee for the Olympic Games.
- (k) **“The Sundays”** shall mean:
 - 6 August 2000
 - 13 August 2000
 - 20 August 2000
 - 27 August 2000
 - 3 September 2000; and any additional Sunday as directed by the Project Manager
- (l) **“Work”** shall mean all work performed by Employees on any of The Sundays delivering, transporting, handling or supervising the delivery, transporting or handling of Sydney 2000 Olympic Games Tickets.
- (m) **“Your Ticket Sunday”** shall mean the program of Sydney 2000 Olympic Games ticket distribution, throughout Australia, by the Company.

5. -INCIDENCE

This Agreement shall apply to Work performed by Employees on The Sundays.

6. DURATION OF AGREEMENT

- (a) The Agreement shall operate until 31 October 2000.
- (b) The Employer, the TWU and the Employees will not be bound to apply this Agreement, except in relation to the performance of The Work on The Sundays. This Agreement will not apply to the performance of any other Work. The parties each agree to consent to any application for termination of this Agreement which is made after 31 October 2000.
- (c) The nominal expiry date of this Agreement is 31 October 2000.

7. RELATIONSHIP TO INDUSTRIAL INSTRUMENTS

To the extent permitted by law, this Agreement operates to the exclusion of all Industrial Instruments, and to the exclusion of state annual leave/holidays legislation.

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8. OBJECTIVES OF THIS AGREEMENT

The parties to this Agreement acknowledge the national and international importance of the Olympic Games. The parties further acknowledge the unique opportunity that this significant event provides for the Company and its Employees.

The objectives of this Agreement are:

- (a) to ensure the timely delivery of Sydney 2000 Olympic Games tickets to over 420,000 households throughout Australia;
- (b) to provide to the Employer’s client, SOCOG, the expertise and resources required to effectively manage and execute a project of these significant dimensions; and

- (c) to facilitate a unique opportunity, through Your Ticket Sunday, for Employees to be part of the Sydney 2000 Olympic Games preparations.
- (d) to encourage Employee participation, on a voluntary basis, to fulfil the requirements of the program and to reward the Employees with remuneration as outlined in clause 9.

9. RATES OF PAY

The Employer shall pay all Employees the following rates of pay:

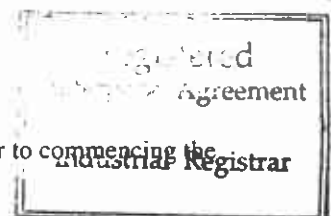
- (a) a total amount of \$300 on each of The Sundays on which an Employee actually performs at least 4 hours of Work between 7.00 am and 5.00 pm, provided that the Employee performs, in good faith, all Work allocated to the Employee;
- (b) a total amount of \$150 on each of The Sundays on which an Employee actually performs Work, but performs less than 4 hours of Work between the hours of 7.00 am and 5.00 pm, provided that the Employee performs, in good faith, all work allocated to the Employee;
- (c) in addition to any amounts payable under clause 9(a) and (b), an Employee shall be paid at the rate of \$28.42 per hour for each hour or part thereof, in total, for Work performed outside the hours of 7.00 am to 5.00 pm on any of The Sundays as requested by the Employer;
- (d) a productivity bonus of \$100 shall be paid to an Employee performing Work on any Sunday covered by this Agreement provided that each member of the team to which the Employee is deployed, completes all Drops designated to the team and all Work incidental to the Drops, to the satisfaction of the Employer;
- (e) apart from the amounts specified in 9(a) to 9(d), the Employee shall not be entitled to any further payment, allowance, penalty or other amount in relation to the performance of The Work. The above payments compensate the Employee for amounts to which the Employee is entitled under this Agreement or any other applicable award, certified agreement or other enterprise agreement.
- (f) the employee shall only be entitled to be paid for Work actually performed at the Employer's request.

10. HOURS OF WORK

- (a) The hours of work shall be such hours required by Employer up to a maximum of 9 per day.
- (b) Unless otherwise advised by the Employer, the hours of work allocated to an Employee on any of The Sundays shall be between 7.00 am and 5.00 pm.
- (c) An unpaid meal break of half an hour shall be given and taken at the location specified by the Project Manager.
- (d) The Employer shall provide a meal to each Employee at the location specified by the Project Manager.
- (e) Where ticket deliveries are completed ahead of schedule, the Employer shall not be obliged to engage or pay any Employee for Work on any subsequent Sundays referred to in the definition of "The Sundays" in clause 4(k).

11. TRAINING

- (a) The Employer shall provide, and Employees shall undertake, training prior to commencing the Work.



- (b) Training shall include, but not be limited to:
 - (i) operational procedures
 - (ii) occupational health and safety
 - (iii) customer contact
 - (iv) security procedures
- (c) The Employer shall not be required to pay the Employee any amount for training undertaken by the Employee.
- (d) The Employer shall, as far as practicable, limit training to one hour.

12. UNIFORMS

- (a) The Employer shall supply, and the Employee shall wear, a uniform for all delivery Work on Your Ticket Sunday.
- (b) Any Employee not wearing the uniform supplied by the Employer at the commencement and at all times during each of The Sundays upon which the Employee is engaged shall not be entitled to payment for that day. Furthermore, the Employer may elect not to permit the Employee to perform any further Work.

13. PARTIES NOT TO OBSTRUCT THE WORK

- (a) No party or Employee shall take action which jeopardises or obstructs the timely performance of the Work.
- (b) If an Employee does take action which jeopardises or obstructs the timely performance of the Work, the Employee shall not be entitled to payment for Work and the Employer may refuse to allow the Employee to perform any further Work.

14. DISPUTE SETTLEMENT PROCEDURE

Continuation of Work

- (a) The Parties agree that it is essential for Work to which this Agreement relates to continue without interruption or any form of industrial action.
- (b) The Parties commit unreservedly to ensure that Work is performed without interruption including in the event that any dispute arises in relation to the performance of the Work, or in relation to this Agreement or any related matter. At all times, Work will continue as normal including, but not limited to, during and after the following of the disputes procedure.

The Procedure

- (c) If a dispute arises which one or more Employee(s) wish to have addressed, the Employee(s) or their representative will raise the matter as soon as possible with their Area Supervisor (or nominee)
- (d) As soon as is practicable, the Area Supervisor (or nominee) will refer the matter to the Project Manager (or nominee) who will either:

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- (i) refer the matter immediately to the Director of Human Resources (or nominee) of the Employer for consideration and for discussion with the Employee(s) or their representative; or
 - (ii) refer the matter back to the Area Supervisor of the Employee(s) to attempt to resolve the dispute.
- (e) If the matter is not resolved or settled within 24 hours in accordance with paragraphs 3 and 4 above, then either the Employer (or nominee) or the Employee's representative may refer the matter to the Australian Industrial Relations Commission for conciliation.

Work Arrangements

- (f) The Parties agree that the Employer may exercise reasonable management discretion in relation to the performance of Work and any matters incidental to the performance of Work including in relation to any matters in dispute. Employees will continue to perform Work in accordance with the directions of the Employer while any dispute is being resolved.

Right to Refer to the Commission

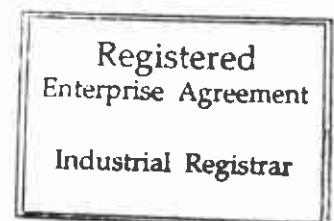
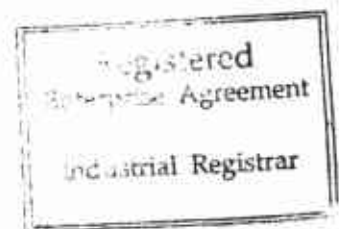
- (g) Notwithstanding the above procedure, a party may, at any stage, if it considers it to be necessary or expedient, refer any issue in dispute to the Commission for conciliation.

Preservation of Rights

- (h) The rights of any person involved in or affected by a dispute will not be prejudiced by the fact that Work continues without interruption in accordance with the directions of the Employer.

Safety

- (i) If a safety issue arises relating to the performance of Work to which this Agreement relates, the disputes procedure will be followed. However any Employee whose safety is at risk will not be required to engage in Work or to the extent it is unsafe to do so, but otherwise will continue to perform Work normally. The Employee(s) may be required to perform other duties as directed by the Employer.



Signed for and behalf of
TNT Employment Pty Ltd
(ACN 000 673 334) by C. Berry, Director
Human Resources, in the presence of

C.BERRY

Witness

Name (printed):

VICKY LEEDS

Date:

19/7/2000

Signed for and on behalf of the Transport
Workers Union of Australia by T. Sheldon,
Branch Secretary, NSW Branch
in the presence of

T.SHELDON

Witness

Name (printed):

Rosemary Elaine Galvin
Justice of the Peace

Date:

19 July 2000

