

AN OLYMPIAN EFFORT: WORKPLACE RELATIONS AND THE SYDNEY OLYMPIC GAMES

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I. INTRODUCTION

With the Sydney Olympics now just under 12 months away, Australian workplaces are preparing themselves for both the economic opportunities and disturbances an Olympic Games will bring. It is fair to say that an international event of such enormous scope has not previously been held in Australia and is unlikely to be matched in its scale for many years ahead. The task that lies before the various authorities charged with planning and managing the Games is itself staggering, requiring years of preparation.

To date, there has been little research or academic interest in Olympic Games workplace relations models, making the development of a Sydney Games 'blueprint' a difficult and complicated exercise. In the face of such little prior recorded experience to draw upon, the efforts expended by the various Olympic bodies that regulate staffing matters, as well as the unions involved and the New South Wales Industrial Relations Commission, have been nothing short of olympian.

This paper provides an overview of some of the more interesting aspects of workplace relations that have arisen in relation to preparation for the Sydney Olympic Games. The paper will focus upon the following distinct issues:

- who are the various organising bodies, vis-a-vis Olympic staffing issues;
- the economic impact of the Sydney Games;
- the award provisions covering staff of the various organisations involved in the organising and staging of the Games;
- staff recruitment and the use of labour hire companies;

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- union involvement in, and access to, Olympic sites;
- the use of a volunteer labour force;
- Olympic Games industrial dispute resolution;
- the various employment programs who share the common duty of furthering the career and after-sport interests of athletes; and
- occupational health and safety issues surrounding Olympic workplaces.

II. THE ORGANISING BODIES FOR THE SYDNEY OLYMPIC GAMES

There are three main bodies planning and co-ordinating the Sydney Olympic Games:

- the Sydney Organising Committee for the Olympic Games (SOCOG);
- the Sydney Paralympics Organising Committee (SPOC); and
- the Olympic Co-ordination Authority (OCA).

SOCOG is the body charged with the actual staging of the Sydney Olympic Games, and it has a State-funded budget of \$2.288 billion to do so.¹ When Sydney first won the Games, the Council of the City of Sydney and the Australian Olympics Committee (AOC) signed a Host City Contract. SOCOG was subsequently established on 12 November 1993, and became party to the Host City Contract on 4 February 1994.²

SPOC is housed within SOCOG offices, and its primary role is to organise the Sydney Paralympic Games. Permanent employees staff the organisation and administration of both SOCOG and SPOC, with a large staffing emphasis on the organisations' information technology needs. As the Games approach, the staffing ranks of both SOCOG and SPOC are expected to swell with additional temporary employees.

The Olympic Co-ordination Authority (OCA) was created in June 1995 and has a more sweeping role than SOCOG and SPOC. The New South Wales Government established OCA to oversee the development of Homebush Bay. Accordingly, OCA is charged with developing and maintaining the facilities of the Olympics. Within that context, OCA is the overriding authority co-ordinating the efforts of both public authorities and the private sector builders and developers involved in developing the Games infrastructure.³

1 "Sydney 2000 Olympics - Organising the Games: Overview of the Sydney 2000 Games" < www.sydney.olympics.org/eng/about/programs/overview.html >.

2 "Factsheet - Organising the Games: What is the Sydney Organising Committee for the Olympic Games?" <www.sydney.olympics.org/eng/about/programs/socog.html>.

3 M Knight, "About the Olympic Co-ordination Authority" < www.oca.nsw.gov.au/AboutOCA.htm >.

III. THE ECONOMIC IMPACT OF THE SYDNEY GAMES

A. Predictions of the Economic Impact

In Atlanta, businesses are still benefiting from the ongoing economic stimulus of the Games. With higher disposable incomes and an unemployment rate of approximately 3 per cent,⁴ Atlantan workplaces are flourishing and still enjoying the long term effects of hosting the Games.

The Sydney Games has already provided a boost to many industries across the city. Even before the Olympics, there has been almost \$2.5 billion of construction at the Games site and on associated infrastructure, as well as a significant boost to tourism as a result of the Olympic exposure.⁵

Initial forecasts have predicted non-inflationary increases in employment in the pre-Games period as well as during the Games year; the NSW Treasury has predicted that there will be 24 000 extra full time jobs created in New South Wales, and an additional 5000 full time equivalent jobs being generated in other states.⁶ The Tourism Forecasting Council has been even more optimistic in its projections for the Olympic phenomenon. It has suggested that as a result of the Olympics, there will be an extra 1.6 million tourists, and 150 000 new jobs across the nation. The Tourism Forecasting Council also predicts there will be positive tourism effects for other states as a result of the Sydney Games.⁷

Similar submissions were made to the NSW Industrial Relations Commission in the course of argument in the *1999 State Wage Case*.⁸ In its joint decision, the full bench noted that:

It was also submitted that at least part of the observed improvements in the NSW economy were or will be driven by Olympics related activity. Reference was made to research by the NSW Treasury, which showed that in the pre-Games period the following economic gains will be experienced in New South Wales (over economic trends otherwise expected):

- NSW gross state product will be approximately three quarters of a billion dollars (or over half a percent) higher per year;
- NSW full time equivalent employment will be approximately 11 000 higher;

4 R Lahey, "Sydney 2000 Games legacy - learning lessons from Atlanta", *Biznews*, State Chamber of Commerce New South Wales, September 1999, at 1.

5 NSW Treasury, Office of Financial Management, Research and Information Paper, *The Economic Impact of the Sydney Olympic Games*, November 1997, in "Introduction" at 5. Initial estimates of the Olympic impact were even more promising for the Australian economy. In 1993, a KPMG Peat Marwick Olympic impact study estimated that the Olympics would lead to significant job creation with additional employment of 156 000, 90 000 and 73 000 in Australia, New South Wales and Sydney respectively: Sydney Olympics 2000 Economic Impact Study (KPMG, 1993).

6 Sydney Olympics 2000 Economic Impact Study, note 5 *supra*.

7 The Council predicts that 50 per cent of the extra tourists will visit Queensland, 25 per cent will visit Victoria, 13 per cent will visit WA and 9 per cent will visit the Northern Territory: Tourism Forecasting Council, Special Report, *The Olympic Effect: A Report on the Potential Tourism Impacts of the Sydney 2000 Games*, Canberra, 1998 at 13.

8 *State Wage Case 1999* [1999] NSWIRComm 258 (3 June 1999), Full Bench (Wright, Walton, Hungerford, Schmidt JJ; Harrison DP and Redman C).

- Investment in NSW is 1.4 per cent higher per year;
- Exports from NSW are 0.7 per cent higher.

These predictions, irrespective of their variance and possible over-enthusiasm, nonetheless illustrate the significant impact the Sydney Games is expected to have on both the New South Wales and national economies. A necessary consequence of the growing attention to economic matters is the focussing of concern on the requisite workplace relations needs and changes. Nowhere has this concern been more concentrated than in relation to the Olympic Games organising bodies themselves.

B. Lessons from Previous Host Cities

Of all the lessons to be learnt from previous Games, one of the most important has been that organisers are often overly ambitious in their predictions of increased tourism and growth, at least so far as the hospitality sector is concerned. The reality is that previous Olympic cities have routinely anticipated receiving substantially more visitors than actually occurred.

In Los Angeles in 1984, for example, the actual visitor total of 400 000 was significantly below the estimated number of 625 000. The majority of these visitors stayed with family and friends, not in hotels or motels as was hoped by the Games organisers.⁹ Atlanta hoteliers also were surprised by the low levels of paid accommodation which visitors utilised in 1996. While organisers expected only 35 per cent of visitors to stay with friends and family, the actual proportion was nearly 70 per cent.¹⁰ Los Angeles restaurants also failed to receive their predicted boom in demand. Many locals stayed in and watched Olympics broadcasts on television, rather than go out and the thought of crowded restaurants drove many locals to eat at home.¹¹

In Atlanta, employers found that they needed to import labour from other states in order to meet demand in specific industries and areas. Whilst this was perceived as a leakage from the Georgian economy,¹² in contrast Sydney organisers are relying upon a similar phenomenon to ensure adequate numbers of employees in certain industries. Employers are being encouraged to recruit staff from interstate to meet the expected demands.

9 *The Economic Impact of the Sydney Olympic Games*, note 5 *supra* at 4.2.

10 *Ibid*, at 4.3.

11 *Ibid*, at 4.2

12 *Ibid*, at 4.3.

IV. REGULATING THE LABOUR SUPPLY: THE OLYMPIC AWARDS

Olympic Games activity is regulated by a number of awards of the NSW Industrial Relations Commission.¹³ The two¹⁴ Olympic-specific awards most pertinent to this paper are:

- the *Olympic Co-Ordination Authority Staff (State) Award 1997* (the *OCA Award*);
- the *Sydney Olympic and Paralympic Games 2000 (State) Award* (the *Olympics Award*).

A. More Lessons from Previous Host Cities

The importance of reaching a consensual award cannot be overstated for “the major, unique and important nature of the Olympics event”.¹⁵

The Industrial Relations Commission has clearly recognised that the 2000 Olympics and the Paralympics are intrinsically unique when compared to earlier sporting and similar events in this country.¹⁶ The negotiating parties were mindful of issues that had arisen during previous Olympic Games, especially the Atlanta experience, and learned from their workplace relations problems. For example, in Atlanta, many providers of services to the Olympic Games could not attract and retain employees. Spiralling labour costs resulted as employees jumped from one employer to another, service levels were depleted and labour shortages resulted.¹⁷

In light of the Atlanta experience, the parties believed that employees would need an incentive to keep them at work during the Games. An attendance bonus (discussed below) offers financial rewards for employees attending all of their allocated shifts with their employer.¹⁸ In addition, the *Olympics Award's* grievance procedures recognise the parties' belief that the incredible pace of the

13 For example, the *Cleaning and Building Services Contractor (State) Award 1997*, the *Security Industry (NSW) Award 1996*, the *Security Industry (State) Award 1992*, the *Parking Employees (State) Award 1994*, the *Olympic Co-ordination Authority Paid Parking (State) Consolidated Award 1999*, the *Miscellaneous Workers Kindergartens and Childcare (State) Award 1999*, the *Catering Employees (State) Award 1998*, the *Miscellaneous Workers Gardeners (State) Award 1995*, the *Restaurant etc Employees (State) Award 1997* and the *Sydney Olympic & Paralympic Games 2000 (State) Retail Enterprise Award 1999*.

14 The other Olympic-specific awards contain similar provisions. For example, in her decision in relation to the *Olympic Co-ordination Authority Paid Parking (State) Consolidated Award 1999*, Commissioner Tabbaa of the New South Wales Industrial Relations Commission noted that “the proposed award is similar in many respects to the *Olympic Co-Ordination Authority Staff (State) Award 1997* (Bauer, J) which provides in part for the conditions of employment of attendants directing traffic and associated duties at other than paid parking facilities”. Likewise, the *Sydney Olympic & Paralympic Games 2000 (State) Retail Enterprise Award 1999* is similar in terms and conditions to the *Sydney Olympic and Paralympic Games 2000 (State) Award 1999*.

15 *Olympics Award* decision (Unreported, Industrial Relations Commission NSW, Wright J, President, 29 January 1999, at 2).

16 *Ibid* at 6.

17 *Ibid* at 8.

18 *Olympics Award*, cl 16.

Olympic Games and the need for reliable services, makes the expeditious resolution of workplace disputes crucial. To that end, the relevant Disputes Committee will try to resolve any dispute as quickly as possible.¹⁹

The parties also recognised, in light of the Atlanta experience, that greater numbers of experienced staff in cleaning, security and catering, should be encouraged to transfer from their usual employment places to Olympic venues. Interestingly, the *Olympics Award* contains equal hourly rates for weekly and casually engaged staff minus suitable sums for annual leave accruals.²⁰

B. The Olympic Co-Ordination Authority Staff (State) Award 1997

The parties to the *OCA Award* are OCA and the Australian Workers' Union, New South Wales branch. As such, the primary scope of this Award is the regulation of the terms and conditions of employment of employees engaged in work leading up to the Olympic Games (but not necessarily throughout the Games).

Clause 26(i) of the Award ("Area, Incidence and Duration") provides that it is intended to apply to:

employees of the Olympic Co-ordination Authority engaged within the scope of the classification structure contained in clause 4(iii), employed in, or in connection with, or in or about (whether indoors or outdoors) at any fixture, exhibition or performance at the Olympic Co-ordination Authority Olympic Park, Homebush, the International Regatta Centre and associated facilities.

Clause 26(iii) extends the Award's application to:

any sub-contracted organisation or individual employing persons who would otherwise have been employed by the Olympic Co-ordination Authority.

The Award does not apply to the following types of employees:

- executive management or technical specialists or [employees] who are engaged under the provisions of the Public Sector Management Act 1988 (clause 26(ii));
- OCA or OCA sub-contractor employees who are engaged in cleaning, security, paid parking, childcare, food and beverage, and/or catering services (clause 26(v));²¹ or
- employees of various related entities, such as the Sydney International Athletics Centre, the State Sports Centre and the Indoor Multipurpose Centre.

The Award also does not apply during the currency of the *Olympics Award* (the interaction between the two Awards is discussed in more detail below).

¹⁹ *Ibid*, cl 26; and note 15 *supra* at 9.

²⁰ *Ibid* at 13.

²¹ See note 14 *supra*, for a list of the Awards that will cover such work. Note that clause 26(vi) provides that where such services are sub-contracted, OCA will use its "best endeavours to ensure that the provider of such services shall observe the terms and conditions of any relevant industrial awards which apply".

The classification structure under the Award is set out in Part C of the Award,²² and is essentially a four-tier structure based upon training, discretion, supervision and hours of employment.

A number of accommodations have been made by the Union on behalf of employees that are unique to the Olympic site. They include provisions aimed at maximising employee flexibility, such as an ordinary hours of work clause that enables normal time rosters to be between 7:00am and 11:00pm, as well as scope for:

The ordinary hours of work [to be] extended to 6:00am and 2:00am to cover special events, provided that management gives all employees involved seven (7) clear days notice of the extension of ordinary hours, or upon agreement between the employer and employee.²³ (cl 7(i))

As a corollary, there is no provision for weekend penalty rates.

Certain matters in the Award, such as redundancy and training wages, are dealt with by incorporating by reference relevant parts of the *New South Wales Theatrical Employees Redundancy (State) Award 1997*.

C. The Sydney Olympic and Paralympic Games 2000 (State) Award 1999

The NSW Labour Council, SOCOG and SPOC extensively negotiated the fundamental principles of their agreement before the Award provisions were set. The resulting "Principles of Co-operation" document established crucial understandings pertaining to the terms and conditions of employees engaged in the Olympic program. First and foremost was the expressed need for a "consistent and complementary set of wage structures and conditions which can apply across the Games and which eliminates any potential demarcation disputes".²⁴

The subsequent Olympics Award will cover the wages and conditions for more than 50 000 workers on the Sydney 2000 Games, spread across the catering, cleaning, security, venue/event services and village housekeeping industries. The Award was made by the NSW Industrial Relations Commission in January this year following the conclusion of negotiations between SOCOG, SPOC and the NSW Labour Council.²⁵

The agreement struck between the parties seeks to ensure industrial harmony by establishing fair pay rates whilst recognising the special need for flexibility during the Games themselves. Major employer organisations have endorsed the Award, including the Employers' Federation New South Wales, the Chamber of Manufactures of New South Wales, the Restaurant & Catering Industry Association, and the State Chamber of Commerce & Industry.²⁶

22 *Olympic Co-Ordination Authority Staff (State) Award 1997*, cl 4(iii).

23 Clause 7(i).

24 "Principles of Co-operation between the Sydney Organising Committee for the Olympic Games and Sydney Paralympic Organising Committee and Labor Council of New South Wales", executed in November 1997, cl 2.

25 Note 15 *supra*.

26 *Ibid* at 7.

When making the award, the President of the Commission, Justice Wright, spoke of the considerable achievement in reaching such a comprehensive award:

The parties have achieved an amazing feat to produce agreement²⁷ in a situation where there could have been significant scope for lack of agreement.

This 'amazing feat' was no doubt attributable to the parties' recognition of the fact that:

special and unique circumstances will apply to the operation of facilities that will be utilised in the staging of the Sydney Olympic & Paralympic Games during the year 2000.²⁸

Clause 28 of the Award provides for its area, incidence and duration. It is one of the more complicated clauses of its nature contained within a NSW award. That clause provides that the Award applies to the following types of employees who are members of a relevant union:

- SOCOG, SPOC, or owners or operators of a SOCOG/SPOC Controlled Area and/or Venue; or
- corporations and/or persons (whether incorporated or not) who have entered into a contract with any entity listed in (i) for the provision of services or work within the Catering, Cleaning, Security, Venue/Event Services and Village Housekeeping and Guest Services industries; or
- corporations and persons (whether incorporated or not) who are the assignees or subcontractors, whether direct or not, of any employer listed in (i) or (ii).

Clause 28(b) contains a list of employees whom the Award does not cover, including most employees of NSW State public sector bodies and employees of sponsors and official partners of SOCOG or SPOC.

One interesting aspect of the Award's area, incidence and duration clause is that the Award is stipulated to only apply to certain venues²⁹ for corresponding set periods of time (essentially the period of the Games). Outside of those venues and dates, other Awards will operate (see further, below).

As is the case with the *OCA Award*, employee flexibility is the underlying theme to this Award. To begin with, standard 12 hour shifts will meet the needs of the busy Games period, without payment of overtime in certain circumstances.³⁰

Employers will also be able to use workers beyond their specific award classifications on an 'as needs' basis. Attendance bonuses will minimise absenteeism, and there will be a single junior pay rate for workers under 18 years. The trade off for workers comes in the form of higher wages. Base pay rates at the Games will be between eight and 12 per cent higher than those

²⁷ *Ibid* at 1-2.

²⁸ *Sydney Olympic & Paralympic Games 2000 (State) Award* 1999, cl 3(a) ("Intention").

²⁹ Being 27 different venues or types of venue.

³⁰ *Olympics Award*, cl 9.

contained within existing awards, in recognition both of this expected flexibility as well as the short-term nature of the employment relationship.³¹

The usual provisions of sick leave mostly remain in place, except that workers under the Olympic Award will be required to show medical certification whenever they are absent.³²

D. A Comparison of the *Olympics Award* and the *OCA Award*

The *Olympics Award* differs from the *OCA Award* in a number of significant respects, primarily in the nature of the workforce which the *Olympics Award* envisages for the Games to operate with.

The *Olympics Award* provides that there should be permanent full-time and casual employees only,³³ where the *OCA Award* also recognises the place of part-time and fixed term employees too.³⁴ The exigent needs of the Games period are also seen in the *Olympics Award*, allowing the summary termination of casual employment by one hour's notice.³⁵ The employment of any other employee is also capable of being terminated by giving one week's notice or the payment or forfeiture of one week's wages in lieu thereof.³⁶ In comparison, the *OCA Award* has more traditional clauses dealing with termination, requiring full-time and part-time employees to be given the notice prescribed by the *Industrial Relations Act* 1996.³⁷ The *OCA Award* also provides for annual,³⁸ family,³⁹ bereavement⁴⁰ and parental leave,⁴¹ all terms considered unnecessary by the drafters of the *Olympics Award*.

Finally, it is interesting to note the variance between the classification structures in both Awards. Whilst the *OCA Award* essentially has a four-tier classification structure and expressly excludes cleaning, security, childcare, food/beverage, catering and traffic direction staff; the *Olympics Award* classifications are much more extensive and cover employees in each of these industries.

E. Effect of the *Olympics Award* on Other Awards

The *Olympics Award* is also unique in operating in place of all other awards made by the Industrial Relations Commission of New South Wales, whether such awards were made prior to or after the commencement of the award. The

31 See also Labour Council of NSW "Olympics Award Delivers Games Stability", Media Release, 29 January 1999.

32 *Olympics Award*, cl 24(a): "the provision of a medical certificate for every period of illness or injury is an absolute condition of any entitlement to paid sick leave". The more common requirement is production of a medical certificate if an employee is ill for more than one day.

33 *Olympics Award*, cl 6(i).

34 *Ibid*, cl 7(a).

35 *Ibid*, cl 7(d).

36 *Ibid*, cl 7(e).

37 *OCA Award*, cl 7(iv).

38 *Ibid*, cl 13(iii).

39 *Ibid*, cl 13(ii).

40 *Ibid*, cl 14.

41 *Ibid*, cl 15.

Olympics Award will defer however to other existing awards providing for the terms and conditions of employment of Olympics employees in the cases of superannuation, sick leave and personal carer's leave in such awards.⁴² Existing award conditions in these areas will operate to the extent that they do not conflict with sick leave and personal or carer's leave clauses in the *Olympics Award*.⁴³

As indicated above, the *Olympics Award* will only be predominant during the periods of operation specified in cl 28, that is during the particular periods applying to specific venues outlined in the designated area, incidence and duration of the Award. On this point, it should be noted the *Olympics Award* is staggered in its start in different Olympic venues. Most venues will be operational under the Award from mid September until 1 October, although there is a small variance in these dates.⁴⁴

To make it absolutely clear that the *Olympics Award* is to take precedence over the *OCA Award* during the period of the Games, the *OCA Award* was varied on 24 February 1999 by the President of the NSW Industrial Relations Commission, Wright J, to include the following clause immediately prior to the area, incidence and duration clause (cl 26):

(a) Notwithstanding any provision of this award it shall not operate in any circumstances where the *Sydney Olympics and Paralympic Games 2000 (State) Award* operates.

(b) This clause shall cease to operate when the *Sydney Olympic and Paralympic Games 2000 (State) Award* is rescinded or ceases to have effect.⁴⁵

For OCA at least, it will be an interesting and challenging administrative task in managing the brief transition from its own award to the *Olympic Award* during the currency of the Games.

V. RECRUITMENT OF STAFF AND THE USE OF LABOUR HIRE COMPANIES

Both SOCOG and SPOC selected the Adecco Group (Adecco), in partnership with Lyncroft Consulting (Lyncroft), as their Official Staffing Services Supporter for employment positions.

Adecco and Lyncroft will source and assess an estimated 2500 permanent staff by the time of the Games, as well as temporary and contract staff in the years preceding.⁴⁶ Both organisations recognised that SOCOG has a short term need with most of the jobs offered. There will be no ongoing employment

42 *Olympics Award*, cl 4(a).

43 *Ibid.*

44 *Ibid.*, cl 28.

45 At the time of writing, the new clause, which is likely to be numbered 25A, was yet to be settled by the Registry for insertion into the Award.

46 "Sydney 2000 Olympics - An Overview" < www.adecco.com.au/olympics/frames_2000olympics.htm >

opportunities with SOCOG or SPOC after the Olympics,⁴⁷ so many employees will be under fixed term contracts. Every effort will be made in the identification of alternative employment later for SPOC and SOCOG staff. Adecco and Lyncroft have recruited staff members for SOCOG and SPOC in many different fields, including marketing, communications, finance, legal, human resources and community relations.⁴⁸

Given the inherent flexibility required in staffing pre-Olympic preparatory activities, OCA's casual staffing needs are also filled by Adecco. This presented an issue for the Australian Workers Union in relation to Award coverage, the goal being to levy responsibility on OCA rather than on any particular employment agency. The AWU's concern echoed concerns previously expressed more generally throughout the union movement.⁴⁹

As a result of concerns about award avoidance, a 'roping-in' provision has been introduced into both the *OCA Award and Olympics Award*. For example, as indicated above, the *OCA Award* contains a paragraph in its area, incidence and duration clause extending the Award's application to "any sub contracted organisation or individual employing persons who would otherwise have been employed by the Olympic Co-ordination Authority".

The ongoing combination of employees sourced from OCA, SOCOG/SPOC, subcontractors and the various labour-hire organisations will provide fertile ground for many interesting employment related legal issues throughout the Olympic Games period.

VI. UNION ACCESS TO THE WORKPLACE

The parties to the Award have agreed to provide the Labour Council and its affiliates greater access to employees in the lead up to the Olympic Games, in return for the Labour Council and its affiliates controlling union access during the Olympic Games. The novel security needs of the Olympics and the nature of work under the Award have made such measures necessary. The Sydney Olympic and Paralympic Games Union Rights of Access Protocol allows unions to use their rights of indoor without endangering the security and service of the Games.⁵⁰

One interesting aspect of the Protocol is the agreed imposition of security checks (a requirement above and beyond those contained within legislation) for union representatives to attend at the Olympic site. Clause 3 of the Protocol, which has been enshrined in Sch 1 to the *Olympics Award*, provides that:

47 "Essential Facts: Employment with SOCOG and SPOC"
<www.adecco.com.au/olympics/frames_2000olympics.htm>

48 *Ibid.*

49 Speech delivered by Michael Costa, Secretary, NSW Labour Council, "Employer/Employee Perspective" at the Annual Conference of the Industrial Relations Society of NSW at Bowral, 28-30 May 1999.

50 Schedule 1 to the Award.

The Parties acknowledge that Union representatives already have the right to enter premises for legitimate Union work under both the *Australian Workplace Relations Act 1996* and the *NSW Industrial Relations Act 1996*. Notwithstanding this however, the Parties have agreed that all Union representatives who are designated to service matters covered by the *Sydney Olympic & Paralympic Games 2000 (State) Award* will need to have separate accreditation requiring security clearances (probity checks).

The readiness of both Olympic employers and unions to accept such restrictive measures is in itself a testament to the goodwill that has been fostered in the workplace relations bargaining process.

VII. VOLUNTEER PARTICIPATION

The Sydney Olympic volunteer program is being co-ordinated by SOCOG; it offers a unique opportunity for 50 000 volunteers to participate both before and during the Games. The organisation of volunteers by SOCOG will undoubtedly serve as a template for future Olympics and other major world events.

SOCOG will require the assistance of approximately 40 000 volunteers, and SPOC 10 000. These volunteers are considered by the organising committees to be the 'face' of the Games,⁵¹ providing the lion's share of the work in both the lead up to and the actual Games. Neither SOCOG nor SPOC volunteers will be covered by the *Olympic Award*,⁵² but their terms and conditions of employment are contained in a contract provided to them upon application for employment.

A. The Use of Volunteers in Other Olympic Games

The large scale use of volunteers is not generic to the Sydney Games alone. Over previous years both Summer and Winter Olympic Games have been staffed by a substantial body of volunteers, providing insights into their effective use and management.

The volunteers of the Nagano Winter Games in 1998 were reported to have left "a special legacy of warmth and hospitality" for Games visitors. This was primarily the result of the Nagano volunteers having the benefit of an extremely comprehensive training manual; if an answer to a query was not known, volunteers were instructed to do "all that they could" until a solution was found.⁵³

In comparison, the Atlanta Games were left with a reputation of volunteers being unhelpful, ill-informed and generally less vigilant in finding answers to visitor questions.⁵⁴

51 "Volunteers: Recruitment" Official Site of the Sydney 2000 Olympic Games, <www.sydney.olympic.org/eng/about_volunteers/recruitment/home.html>

52 *Olympics Award*, cl 6.

53 B Hillenbrand, "Thanks a Million and Sayonara: Nagano's warm hospitality will be a tough act for Sydney to follow", 151(9) *Time Magazine*, 2 March 1998.

54 Hillenbrand suggests that the typical volunteer response to a question was: "Sorry, I'm from Birmingham. Ask someone else." *Ibid*.

The 'public relations' role of Olympic volunteers thus feeds directly into the reputation the Games and their host city will acquire, it is partly in response to the Nagano/Atlanta comparison that Sydney volunteers will undergo such extensive training.

Another interesting comparison is the volunteer plan of the Salt Lake Organising Committee for the Olympic Winter Games of 2002 (SLOC) which is significantly different to that devised by SOCOG.

SLOC has envisaged three phases of volunteer activities: it will enlist 8000 volunteers for pre-Games activities, 15 000-18 000 'core' volunteers for staging the Olympic Winter Games, and another 4000-6000 volunteers for the Paralympic Winter Games.⁵⁵ As with the SOCOG criteria, Salt Lake City Games volunteers will need to commit themselves to working for a set period (in this case the entire 17 day Olympic Winter Games period and/or ten day Paralympic Winter Games period). SLOC are looking for geographic proximity between the venue and volunteers,⁵⁶ probably to ensure that volunteers' local knowledge will satisfy visitor needs.

As discussed above, this criteria of local proximity has not been emphasised for Sydney Games volunteers, many of whom are expected to come from interstate to drive buses and fulfil other specialised roles. Indeed, it may be the case that local knowledge might not be so imperative in Sydney Games volunteers, for many of the Olympic venues are centred in the one location at Homebush Bay, thus allowing a relatively quick and central education in Olympic geography. In contrast, Salt Lake City Games volunteers could work in inclement weather or extreme weather conditions,⁵⁷ making geographic familiarity more important.

B. Terms and Conditions of the Volunteer Program

SOCOG volunteers will need to observe a number of terms including:

- giving services voluntarily and to the best of their ability;
- following all of SOCOG's directions;
- attending training sessions and working minimum numbers of shifts notified by SOCOG;
- keeping confidential all information and/or materials concerning SOCOG and the Games;
- safeguarding their own property and releasing SOCOG of liability for any loss or damage;
- not adversely affecting any activities of the Games or Olympic bodies;
- not compromising their own or other volunteers' safety;

55 News Releases and Media Relations XIX Olympic Winter Games, "Utah Olympic Forum Volunteer Fact Sheet", Media Release, 9 September 1998.

56 *Ibid.*

57 SLOC criteria for volunteers include willingness to work under possibly inclement or extreme weather conditions. *Ibid.*

- the right of SOCOG to terminate their appointment as a volunteer for failing to comply with the contract provisions.

Volunteers will also have to work for a minimum of ten days per Games, working an eight hour shift each day.⁵⁸ Volunteer work at the Games is recognised as an approved activity by Centrelink in relation to relevant benefits.

C. Volunteer Training

Volunteers will receive venue training in 2000 at the primary venue they will be working at in September. The training will address the structure of the venue, location of various services, and chain of command. Volunteers will be educated in safety and security, as well as customer relations. TAFE NSW is the Official Training Services Supporter for the Olympic Games and Partner for the Games.

Orientation training will cover customer service, codes of conduct and expectations of volunteers. Venue training and job-specific training will follow. Volunteers will also be provided with an official games uniform, free public transport and food and beverages.

D. Volunteers and Workers' Compensation Insurance

Neither SOCOG nor SPOC volunteers will be covered by workers compensation. Under the *Workers Compensation Act* 1987 in NSW, volunteers are not 'workers'.⁵⁹ Volunteers will instead be covered by two other types of insurance.

Personal Accident Insurance will provide benefits if a volunteer is injured while performing voluntary duties for SOCOG. Such insurance covers non-medicare medical expenses, out of pocket expenses and death and disability benefits. Where an injury causes temporary incapacity, there are different benefits available depending on the volunteer's regular employment status.

Public Liability Insurance will cover injuries to third parties arising from the actions of volunteers, while performing voluntary duties. Volunteers are treated as paid employees under this insurance coverage.⁶⁰

VIII. INDUSTRIAL DISPUTE RESOLUTION

Unions and Olympics organisers have achieved substantial industrial concord for the Sydney Olympics with general agreement over award structures, but it is conceivable that workplace disputes will still arise both before and during the Games period.

If the examples of Atlanta and Los Angeles are to be taken seriously, it will be imperative that there be a system aimed at managing and preventing disputes

58 "Volunteers: Frequently asked questions about volunteers", Official Site of the Sydney 2000 Olympic Games, <www.sydney.olympic.org/eng/about/volunteers/faq/home.html>.

59 See *Workers Compensation Act* 1998, s 6.

60 "Volunteers: Frequently asked questions about volunteers", note 58 *supra*.

more quickly than would ordinarily be the case in Australian industrial relations. Altobelli conducted a study of general dispute resolution procedures in these other two Olympic cities, and found many shortcomings in their systems. In Atlanta, the use of alternative dispute resolution (ADR) in Atlanta was "sporadic and uncoordinated".⁶¹

The results of the disorganisation at Atlanta are sobering. Atlanta suffered several major industrial disputes which threatened Games organisation, including a dispute between the Teamsters' Union and the security company contracted to provide security for the Games.⁶²

As can be expected, Altobelli suggests that *prevention* should be the focus of any Sydney Olympic Games dispute resolution process. Focus should then be directed to *management* of disputes through ADR, unlike Los Angeles and Atlanta where litigation continued long after the Games ended. Altobelli suggests three options which future Olympic organisers might use to prevent and manage disputes:

- the preferred option involves a legislative response to prevent, manage and (most importantly) resolve disputes;⁶³
- the second option is for a Centre for the Prevention, Management and Resolution of Olympic Games Disputes to be established focussing on research and 'hands-on' preventative measures but excluding an emphasis on resolution; and
- the third option is the creation of an Office of the Dispute Resolution Advisor to the Sydney 2000 Games. This would be an independent entity comprised of appropriately qualified individuals who would get involved in actual dispute resolution.

Altobelli suggests that the Centre at the heart of the second option would be a non-profit and independent organisation which gathered expertise in ADR. The Centre would also train and educate persons regarding dispute resolution, without seeking to actually resolve disputes (as this would compromise its independence).⁶⁴ Such a role would more properly be performed by the body outlined in option three.

To not address Sydney Games disputes as they arise is to invite a legacy of litigation beyond 2000. Altobelli suggests too that there may be a greater risk of industrial disputation in the Sydney Games, due to the "significantly different industrial climate in NSW".⁶⁵ To minimise the risk of this occurring, it will be in the interests of all parties to attempt to prevent such disputes through prior agreements and consultations between employers and employees.

61 T Altobelli, "A Tale of Three Cities: Dispute resolution and the Olympic Games" (1998) 9 *ADRJ* 277 at 286.

62 Another dispute arose between ACOG, the Amalgamated Transit Union and the International Brotherhood of Electrical Workers and Communication Workers of America. The dispute related to wages for television technicians, *ibid* at 280.

63 *Ibid* at 289.

64 *Ibid*.

65 *Ibid* at 287.

IX. OLYMPIC EMPLOYMENT PROGRAMS

There are two Olympic employment programs worthy of note: the first, the Olympic Job Opportunities Program (OJOP) was developed to foster career opportunities for Olympians whilst they are still training for their sporting activities. The second, Olympic Communicators, has a greater 'public relations' focus.

Both programs are considered in more detail below.

A. Olympic Job Opportunities Program

The OJOP represent athletes' career needs. Rigorous training schedules and extensive competition can keep athletes away from the workplace for extended periods. This difficulty was recognised by the AOC and Ernst and Young, who in 1992 created the Program to allow athletes to both train for the Olympics, and lay the groundwork for their professional lives beyond sport.⁶⁶ The program recognises the sporting commitment which Australia's top athletes are now expected to make, and allows for a balanced work lifestyle between the training sessions.

OJOP's role is to provide athletes with advice on career options, and to identify their core competencies and relevant vocational skill along with their transferable skills from sport.

After OJOP has identified and advised athletes on possible career options, it provides them with introductions to potential employers and assists the athletes in the work-finding process. Should an athlete secure employment, OJOP then assists with the negotiation of terms and conditions. In particular, OJOP seeks to provide additional leave and reduced working hours for athletes in light of their training and competition needs. The program also places meaningful work with the opportunity for career development as a high priority.⁶⁷ This support helps extend athletes' competitive careers and prepare for life after sport.

Presently there are 283 Australian athletes who have been placed under the program with a wide variety of different employers. In order to qualify for OJOP assistance, athletes must be of Olympic calibre, and endorsed as such by their National Sporting Federation.

B. Olympic Communicators

SOCOG and the AOC have created a more specialised employment opportunity for athletes in Olympic Communicators. The organisation is the official Speaker's Bureau of the Australian Olympic Committee, and has been set up to allow corporations and community groups access to Australia's Olympians both past and present. The AOC does not profit from Olympic

⁶⁶ AOC in association with Ernst and Young, "Olympic Job Opportunities Program", Publicity Brochure, at 2.

⁶⁷ *Ibid.*

Communicators' operation. Instead Olympic athletes stand to receive 95 per cent of the amount paid by clients, thus representing a fruitful employment opportunity for athletes.⁶⁸

X. OCCUPATIONAL HEALTH AND SAFETY

Both the OCA and SOCOG/SPOC have an enormous task ahead in guaranteeing the health and safety of not only its employees and volunteers, but also of the general public who attend Olympic facilities. As with all aspects of workplace relations, the activities of the two bodies will be closely scrutinised.

As with any employer, both the OCA and SOCOG/SPOC have a duty to ensure the health and safety of their employees under s 15 of the *Occupational Health and Safety Act* 1983 and a similar duty to non-employees who may come on to the workplace under s 16. These duties will be present during both the construction and preparation of the Olympic facilities, as well as during the two week period of the Games themselves when a substantial proportion of workers will be volunteers or temporary staff.

The obligations owed under ss 15 and 16 are very strict. Without limitation s 15 requires that an employer:

- provides systems of work that are safe and without risk to health;
- makes arrangements to ensure safety with respect to the use, handling, storage or transport of plant, equipment and substances;
- provides all information, instruction, training and supervision as may be necessary to ensure health and safety; and
- maintains the place of work in a condition that is safe and without risk to health.

The most common cause of liability to s 16 prosecutions is where non-employees come on to an employer's workplace and they are exposed to risk by reason of insufficient information, instruction, training or supervision.

To address its obligations, both OCA and SOCOG/SPOC have undertaken extensive training for employees. For example, the SOCOG/SPOC volunteer training program includes a comprehensive health, safety and emergency procedure component. With volunteers of all walks of life and from many different vocations, SOCOG is anticipating implementing further comprehensive policies to ensure that every employee is aware of proper occupational health and safety procedures and practice.

One issue that is likely to arise in the lead-up to and during the Games period is where any liability will lie for accidents or risks to health. With so many different parties in the workplace at any one time, there may well be difficult jurisdictional issues which arise concerning identification of the appropriate defendant or defendants relating to which body is actually the employer of which

68 Australian Olympic Committee: "Olympic Communicators Facts" <www.australian.olympic.org.au/facts/ojop.html>.

injured worker, and for what purposes. Although a rough dichotomy can be drawn between OCA (as the body primarily charged with constructing and overseeing the Homebush site) and SOCOG/SPOC (the facilitator of the actual Games), the flexible use of labour, including that of subcontractors and labour-hire companies will make this process less clear.

XI. CONCLUSION

To attempt to foretell the myriad of workplace relations issues that may arise during preparation for and the staging of the Sydney 2000 Olympic Games would be a task befitting Zeus. Nonetheless, both OCA and SOCOG/SPOC, as well as the various unions involved, have undertaken the task of award regulation with great focus, tempered by a willingness to compromise. Already, the concerted efforts of those bodies have begun to reap some economic reward.

Not only may the approach to workplace relations assist in leading Sydney to succeed where previous host cities have failed, but also the workplace relations model established for these Games may become a blueprint for the Games of the future.