

**ENFORCEABLE UNDERTAKING**  
**Part 4, Health and Safety at Work Act 2015**

The commitments in this undertaking are offered to WorkSafe NZ by

**Metropolitan Waste (Waikato) Limited**

("the person" / "Metro Waste")

This enforceable undertaking is given on the day and date that it is accepted and signed by the regulator. The undertaking and its enforceable terms will operate as a legally binding commitment on the part of the person from the date it is given.

**Contravention** means an alleged contravention or an acknowledged contravention.

**HSMS** means a Health and Safety Management System.

**Person** means an individual who or a legal entity which has a duty under the *Health and Safety at Work Act 2015* and can give a written undertaking. The term includes individuals, each partner in a partnership, corporations, trustees of trusts, and crown organisations.

**Regulator** means WorkSafe New Zealand, Maritime New Zealand or the Civil Aviation Authority.

**Safety legislation** means *Health and Safety at Work Act 2015* and associated regulations.

**Enforceable** undertaking means a written undertaking given under Part 4 of the *Health and Safety at Work Act 2015* by a person in connection with a matter relating to a contravention by the person of the *Health and Safety at Work Act 2015* and includes all of the contents of that document including the general information, general and enforceable terms.

WorkSafe respects your privacy and is committed to protecting personal information. The information provided in this document is for the purpose of an undertaking given to the regulator under Part 4 of the *Health and Safety at Work Act 2015*. This information will be managed within the requirements of the Privacy Act 1993.

WorkSafe will publish the undertaking in full on its website. WorkSafe may be required to disclose personal information to other agencies such as the New Zealand Police in accordance with enforcement activities that may be conducted as part of an investigation.

## **1.0 SECTION 1: GENERAL TERMS**

### **1.1 Details of the person giving the undertaking:**

**Nominated person:** Danelle Matthews (contact for WorkSafe communications)

**Street address:** 93 McVie Road, Huntly

**Mailing address:** PO Box 236, Huntly

**Work phone:** [REDACTED]

**Mobile phone:** [REDACTED]

**Email:** [REDACTED]@gmx.com

**Type of legal entity:** Limited Liability Company

**Industry:** Rubbish and Recycling services

**Workers -**

**Full time:** 18

**Part time:** 2

**Casual:** 3

**Ethnicity:** 90% Maori 10% European

**Products and services:** Rubbish and recycling services

**Comments:** Metro Waste collects domestic rubbish and recycling in the greater Waikato area. The waste and recyclables are brought to the Huntly site for sorting and processing before transportation to Auckland.

### **1.2 Details of contravention**

It is alleged that Metro Waste breached s36 (1) and 48(1)(a) of the Health and Safety at Work Act 2015 by failing to:

- Undertake a risk assessment of the baler by a competent person and implement the appropriate safeguard controls; and
- Ensure that the baler was guarded in accordance with AS4024 to ensure there was no access to the crushing/nipping points.

### **1.3 Acknowledgment of seriousness of incident and injuries to the victim**

Metro Waste considers the alleged contravention to be serious. Metro Waste acknowledges that the incident resulted in a worker suffering serious harm as a result of having their hand trapped in the baler. Metro Waste realise the potential for the incident to further affect the worker in terms of emotional or psychological harm.

**1.4 Detail the events surrounding the contravention**

At approximately 11am on 28 April 2016 an employee of Metro Waste (“the worker”), was working in the yard at the transfer depot and was operating the baler (a piece of machinery that crushes tin cans and compresses them into a bale).

While operating the baler the worker noticed a piece of plastic mixed with the tin cans in the bale and reached in to remove the plastic (so the tin bale would not be contaminated). The baler press came down on the workers hand and forearm. The worker stopped the baler and managed to raise it off their arm before seeking medical assistance.

After the worker had been taken to the hospital to receive medical attention, Metro Waste immediately notified WorkSafe of the incident.

The worker sustained a left hand de-gloving injury and hamate fracture, a fracture of the carpal bone on the outside of the wrist.

The incident can be directly attributable to the lack of guarding on the tin baler, thereby allowing access to the crushing / nipping points of the platen. Had adequate guarding been in place, or alternative effective controls, the worker would not have been able to access the nipping points.

**1.5 Detail any enforcement notices issued that relate to the contravention**

<b>Date Issued</b>	<b>Notice Type</b>	<b>Notice Number</b>	<b>Contravention or Prohibited Activity</b>	<b>Action Taken in Response to Notice</b>
29/04/16	Prohibition Notice	WSNZ 17601	Prohibiting use of baler until guard attached preventing access to moving parts and trapping points	Fitted fixed guards, interlock gates and limit switches and a new control box and panel to the baler

**1.6 Detail the rectifications to the workplace or work practices made as a result of the contravention, events and the enforcement notices issued**

Following the incident Metro Waste followed the recommendation of the prohibition notice issued on 29 April 2016 and had permanently fixed guards and gates with an interlocking system fitted to the baler, as well as a new control box and operation panel fitted. An isolation switch was also installed which enables lockout of the machine whilst maintenance is performed.

Metro Waste also engaged a suitably qualified Engineer to reassess all yard equipment / machinery. In particular focusing on hazards already identified, new hazards, and the risks associated with these hazards. Then to recommend safeguard controls to eliminate, or minimise each hazard, according to the five subsets of Controls. A plan was then formulated to improve the engineering controls on all yard equipment / machinery.

Metro Waste has also implemented a new Safe Operating Procedure (“SOP”) for the baler which addresses all matters regarding safe use and operation of the machinery. Lockout/Isolation Procedures have also been put in place to ensure effective isolation of all yard equipment / machinery, while staff are performing maintenance or clearing blockages. Training for all staff involved with the use of yard equipment / machinery has been provided to ensure the SOP process is fully understood.

Metro Waste has fully cooperated with WorkSafe. They have ensured WorkSafe have been provided with all the available information, attended all meetings and interviews and have been open and honest throughout the process.

**1.7 Total amount of money spent on rectifications**

The initial machinery assessment was completed in May 2016, by G T Engineering Ltd, at a cost of \$1,000. Metro Waste has spent \$19,000 on guarding the yard machinery, isolation switches and emergency stop buttons. Of this amount, \$8,500 was spent on the baler - installing the guards and interlock switch.

All SOPs within the work site were reviewed and most were updated and re written with additional visual aids as it has been observed that some staff members find it more helpful for information to be given in this way. The revised SOPs for equipment / machinery are now delivered to staff as hands on as possible, as we have identified most of our workers prefer visual and physical learning styles. Approximately \$5,000 has been spent on consultants to help design the new SOPs, as well as internal management time, which would equate in total to \$6,000. The cost associated with redesigning and implementing the SOP for the tin baler and the Lockout Procedures is estimated to be \$1000.

<b>Rectification</b>	<b>Cost</b>
Engineering advice	\$ 1,000
Engineering Controls Tin Baler	\$ 8,500
Administrative Controls	\$ 1,000
Engineering Controls other Equipment	\$11,000
<b>Total</b>	<b>\$21,000</b>



**1.8 Detail the injury sustained or illness suffered by victim(s) or other(s) as a consequence of the contravention**

The worker sustained a left hand de-gloving injury and hamate fracture, a fracture of the carpal bone on the outside (little finger side) of the wrist. He was in hospital initially for eight days and underwent a skin graft for the de-gloving injury. The worker was then re-admitted for a further two days to undergo an operation for the fracture, where an open reduction internal fixation was completed. A further skin graft was also performed. He had skin donated from both his left and right thighs. Although an excellent recovery was made, recovery from the skin grafts was particularly painful. The workers left hand/lower arm was placed in a splint for four weeks.

The worker was away from work for 10 weeks. Through the month of July 2016 the worker returned to work on a part time basis, building up to a full return to normal duties and full time hours within 3 months of the incident. He has made a complete recovery with no long lasting effects; but he will have his scar for life. The worker to this day continues to be a valued member of the Metro Waste team.

**1.9 Detail any offer of amends or payments made to the victim(s) who sustained injury**

Metro Waste and the worker took part in a voluntary Restorative Justice Conference on 6 July 2017. Metro Waste felt this was a good opportunity to meet with the worker outside of the workplace to further discuss the incident and offer a formal apology. Metro Waste have at all times reassured the worker that it was, and is Metro Waste's responsibility to maintain the safety of its staff and he was not at fault.

The structure of the RJC, the offer of reparation and the semi formality, seemed to make this message more meaningful and make it easier for the worker to finally accept that he had done nothing wrong and it was Metro Waste's responsibility to keep him safe at work. The opportunity for both the worker and Mrs Matthews to discuss the incident, recall details and understand the difficulties experienced by both parties, proved to be invaluable and incredibly healing for both. It also served to promote closure for both parties.

Metro Waste are offering the worker a reparation payment of \$18,000, acknowledging his pain and suffering. Further to this, Metro Waste offered to pay the worker the shortfall of income that was incurred when he was being compensated by ACC while away from work. This was 20% of the workers usual pay for the period, being gross \$1,870. This was paid to the worker on 20 July 2017.

The worker graciously accepted both financial offers and Metro Waste's apology. The facilitator felt from their perspective that the process and outcomes were very positive and

both parties were good to work with. The report of the Restorative Justice Conference is attached at [Tab 3].

1.10 Detail the support provided or proposed by the person to the victim(s), other(s)

Date	Description of Support	Comments
Immediately following the incident	Mrs Matthews provided first aid to the worker when alerted of the incident. An ambulance was called but was delayed so Mrs Matthews took the worker directly to the local doctor's clinic where he was assessed and an ambulance was arranged. Through this time Mrs Matthews stayed with the worker, providing support and comfort as he was upset and in shock.	Mrs Matthews acted quickly and appropriately in the emergency, and the worker appreciated having her with him throughout the time after the incident.
During treatment	Mrs Matthews visited the hospital while the worker was being treated; she spoke with the worker and his family and continued to offer her support on behalf of Metro Waste and personally as a co-worker and friend.	Mrs Matthews contacted the worker's family following the incident to let them know what had happened and that he was on his way to the hospital.  She kept in touch with the family during the following weeks.
After discharge	Mrs Matthews and Metro Waste supported the worker as he was recovering. Mrs Matthews visited the worker at his home and maintained regular contact while he recovered.	Metro Waste encouraged the worker to take his time with his rehabilitation and ensure he made a full recovery.
During recovery	Mrs Matthews and Metro Waste worked with ACC to ensure that the workers rehabilitation and return to work program was as smooth as possible for the worker. He was off work for 8 weeks, then returned part time, building from 20hrs p/wk up to fulltime hours, over a period of 4- 6 weeks. He was fully back to work by 31/7/16 (3 months).	Metro Waste wanted to ensure the return to work was a smooth transition, and not induce any unnecessary stress on the worker.  Rosters were worked around the workers medical appointments and Metro Waste ensured the worker had transport available to him to get him to his appointments if he needed.
Now	The worker was appointed to be on the Metro Waste Safety Committee in November 2016.	As part of the safety committee the worker is able to be involved in leadership team discussions and decisions that have an impact on all workers, and can help to promote a culture change.

### 1.11 Detail any current HSMS implemented and maintained by the person

Before the incident, in January 2016, Metro Waste had engaged SafeWise Ltd as a health and safety consultant to work through, review and update Metro Waste's Health and Safety Manual and procedures. SafeWise delivered the Health and Safety framework, however the incident made Metro Waste aware that it needed to supplement SafeWise's expertise with a more robust awareness of the particular type of machinery that Metro Waste use and current best practices; especially when using aged machinery that is soon to be made redundant/retired. To that end, Metro Waste are opening communications within the industry to share information and discuss solutions to ongoing risks within the recycling industry [as outlined at 3.4].

During SafeWise's review the health and safety manual was fully reviewed and updated. This is attached at [Tab 1]. SafeWise has also created Metro Waste's Safety Induction booklet, they have been instrumental in updating the SOPs, they have also devised and delivered inhouse training courses as well as improving the risk management checklists and forms.

The new manual takes into account the Health and Safety at Work Act 2015 and ensures Metro Waste is fully compliant with its obligations under the Act and that all persons are aware of their respective responsibilities.

Key features of the updated Health and Safety programme include -

- Metro Waste's Policy of Commitment: Metro Waste commits to excellence and continual improvement in health and safety. Worker participation, employee management, hazard and risk management, accident and incident management, emergency management and contractor management are the basis of health and safety in the organisation. Officers and workers are to actively participate in health and safety matters according to their roles in the organisation. Officers and workers will ensure hazards and risks will be assessed to prevent harm occurring. Accidents and incidents will be reported and managed promptly and accurately.
- Hazard risk register: An easy to use register has been created and maintained, which identifies potential risks both on and off site for workers. The register includes a risk matrix rating, controls in place to manage the risk, whether training is required and the date of review. The list of potential risks can be added to and reviewed at any time.

New task or equipment hazard assessments: A form has been designed for the assessment of new tasks or equipment. The form allows the manager and the employees to assess the task or piece of equipment and identify the potential risks involved so that the appropriate controls can be identified and training provided if required. The information can then be added to the Hazard register.

Metro Waste trains all employees in accordance with this health and safety policy and continues to promote the policy within the workplace.

MetroWaste intends to make use of WorkSafe, including using the Worksafe website, as a source of support and education in terms of on-going compliance and to help keep up to date with developments and new resources that become available.

Metro Waste understands that having a policy in place, even if well understood by employees, is not always enough to ensure compliance. We must “walk the talk”. More dialogue and networking with the industry will be embarked on by Metro Waste management to remove the barriers to communication with our competitors, as so that we might more freely share experiences, problems, solutions, to help our industry achieve improvements in our safety record and keep our people safe.

**1.12 Detail the level of auditing undertaken on the HSMS, including compliance audits and audit frequency**

Metro Waste has an annual audit which reviews all safety systems and documentation. Auditing of Metro Waste’s Health and Safety Monitoring Systems is undertaken by the Waikato District Council (“WDC”) as the WDC lease the land on which the transfer station is located to Metro Waste, who are contractors to the council. The WDC has a goal to pursue a culture of Zero Harm to all workers and their communities, and to ensure that their people are safe at work and go home healthy every day.

The most recent audit of Metro Waste was carried out on 2 March 2017 by WDC’s Zero Harm Team. The audit was carried out to verify Metro Waste’s current system status. The audit tool used was the ACC WSMP (*Workplace Safety Management Practices*) criteria based on AS/NZS 4801. Discussions with management, SafeWise consultants, and an examination of Metro Waste’s documents resulted in the conclusion that Metro Waste has good systems and processes in place to meet the objectives of the audit criteria.

This audit report is provided at [Tab 2].

Since the incident, Metro Waste has introduced a more robust internal auditing system to ensure that all health and safety standards are met. A regular schedule is now in place so

that management are frequently assessing the work yard. Previously yard audits were undertaken every 4-6 weeks, they are now undertaken at the following intervals:

- Daily by yard staff: where a pre operation check list is completed and any non-compliance is immediately recorded, reported or rectified
- Weekly by management: where management audits the daily completed checklists to establish if there are any issues to address
- Monthly by SafeWise and site manager (Keith Matthews): a full yard and machinery inspection is completed prior to a safety committee meeting. A staff member will accompany the inspector on these audits as a way of upskilling and encouraging worker participation. The staff member is rotated each month.

**1.13 Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking**

If this undertaking is accepted by WorkSafe, Metro Waste plans to consult directly with the worker and all other staff at Metro Waste in regard to the implementation and timing of the undertaking.

After a discussion with Metro Waste's solicitor, WorkSafe undertook to look into the best way of ensuring continuity in the event of a sale of the company. There appears to be a lack of precedents for such a situation under the new Act.

Metro Waste has spoken to the purchasers of the company regarding this proposed enforceable undertaking. Metro Waste has ensured that the purchasers understand the significance of the enforceable undertaking and the importance of carrying out the terms of the undertaking which affect ongoing Health and safety Policy as a matter of company policy - even if the undertaking itself has expired or been discharged. The purchasers are to remain trading as Metropolitan Waste (Waikato) Ltd once the sale is completed.

As a condition of the sale, Mrs Matthews will be contracted to stay with the company until 31 December 2018 as General Manager. The purchaser has negotiated this in order to utilise Mrs Matthews's years of experience and knowledge of the industry. The current Operations Manager, Keith Matthews, has also been contracted to stay with the company until 31 December 2018. Similarly this has been done to utilise his knowledge of the site and machinery, including his knowledge with regards to health and safety.

Therefore there is to be no change to Metro Waste's management team for over a year after the sale. All external professions, business systems, operational procedures and processes will also remain in place. More importantly all current staff will also remain with the Company.



Mrs Matthews has committed to paying any expenses/costs associated with the EU process. The due date for completion of sale is currently 1 October 2017. This means if any aspects of the undertaking are still to be completed by the time of the sale, the undertaking would be unaffected and any remaining aspects would be completed under Mrs Matthews as General Manager.

Te Riu O Waikato Ltd, the purchaser of Metro Waste, has written a letter acknowledging its awareness of the incident and undertaking and confirming its commitment to honouring the undertaking. Te Riu O Waikato Ltd also confirms that it has agreed on all financial aspects of the undertaking with Metro Waste (Please see [TAB 5]).

## **2.0 SECTION 2: GENERAL TERMS**

The person acknowledges and commits to the general terms set forth in the sub-terms below.

### **2.1 Acknowledgement that the regulator alleges a contravention occurred**

Metro Waste acknowledges that WorkSafe alleges that a contravention under the Health and Safety at Work Act has occurred in relation to the baler incident on 28 April 2016.

### **2.2 Statement of regret that the contravention occurred and the reasons the person considers this undertaking is the most appropriate response to the contravention**

It is with deep regret that Metro Waste, and Mrs Matthews personally, acknowledge their responsibility for the incident involving the worker on 28 April 2016, whereby, as his employer, they failed to ensure his safety while at the work place.

Through the failure to ensure there was adequate guarding on the vertical baler machine, they have caused unnecessary pain and suffering to one of their team. Metro Waste treats and cares for its workers like family. Mrs Matthews is still horrified that Metro Waste's lapse of judgment regarding the baler has led to the resulting injury to the worker.

Mrs Matthews has ensured all the team at Metro Waste, including herself, have supported the worker through his recovery and they have also worked hard as a group to audit and analyse their systems and processes with fresh eyes.

Metro Waste takes the health and safety of its workers very seriously. The company and Mrs Matthews are upset that such an incident has occurred. The worker is a valued member of the team and to see him injured at the workplace was very distressing for all involved. Metro Waste had never had such an incident in over 25 years of operations.

Metro Waste feels that this undertaking would be the appropriate response to the contravention. The steps proposed within the undertaking will help to further educate not only the Metro Waste staff, but others within the industry and community at large. By sharing the information and experiences of this incident, Metro Waste is helping to ensure that similar incidents do not occur in the future, whether at Metro Waste or other workplaces.

At all stages of this process, Metro Waste has kept the worker informed. He is fully supportive of this Enforceable Undertaking application.

### **2.3 Statement of commitment that the behaviour, activities and other factors which caused or led to the contravention has ceased and will not reoccur**

Metro Waste acknowledges that because the baler was used infrequently, and was soon to be retired, it was awarded a lower priority for upgrading compared to the machinery that is used 24/7. To move forward Metro Waste believes it is important to find something positive out of the experience. For Metro Waste and its management team this has been a mind-set shift, which they are actively filtering down the line. It is no longer about assigning a low risk factor to a task or piece of equipment because that task is performed infrequently or the machinery is only seldom used, as is the case with the vertical baler. Frequency of performance or use should not afford a lower risk rating in itself. They now assess situations by looking at everything with the worst case scenario in mind, regardless of frequency of performance or use - is it possible it can happen? If yes, replace it, fix it or minimise it. Had Metro Waste ensured adequate guarding on the baler, the incident with the worker would not have happened.

Metro Waste confirms that the behaviour, activities and other factors which led to the alleged contravention has ceased and will not reoccur.

**2.4 Acknowledgment of the policy published by the regulator for the acceptance of an undertaking**

I have read and understood:

*Enforceable Undertakings Operational Policy*

Version: 1

Dated: December 2016

**2.5 Acknowledgement that this undertaking will be published and publicised in full**

Metro Waste acknowledges that the undertaking will, if accepted, be published on WorkSafe's website in full and referenced in WorkSafe material.

**2.6 Statement of the person's ability to comply with the terms of this undertaking and meet the projected costs of the activities**

Metro Waste has already paid the upfront costs of the undertaking and has the financial ability to comply with the rest of the terms of this undertaking. Metro Waste can provide evidence if required to further support this declaration.

As demonstrated by the remedial action taken and the commitment to the company's HSMS, the improvements to the HSMS are not so financially onerous so as to be beyond the financial capability of the company. Although it is not a large company, with only 18 full time staff, Metro Waste is committed to the positive outcome and ongoing improvements which the undertaking enables.

**2.7 Statement outlining any relationship between the person and any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking**

Metro Waste and the worker took part in a voluntary Restorative Justice Conference on 6 July 2017. Metro Waste has offered the worker a reparation payment of \$18,000 which the worker has accepted. Metro Waste also offered to pay the worker the shortfall of income that was incurred when they were being compensated by ACC while away from work. This was 20% of the workers usual pay for the period being gross \$1,870.00. This was paid to the worker on 20 July 2017.

**2.8 Statement regarding Intellectual Property**

Metro Waste grants WorkSafe a perpetual, non-exclusive, worldwide and royalty-free licence to use, for any purpose, all Intellectual Property Rights in relation to any material developed as a result of this undertaking. This licence includes the right to use, copy, modify and distribute the materials.

**2.9 Acknowledgement that the person may be required to provide a statutory declaration**

Metro Waste acknowledges that it may be necessary for WorkSafe to obtain a statutory declaration outlining details of any prior convictions (safety related) outside of New Zealand and that it will provide such declaration if required by WorkSafe.

**2.10 Statement of commitment from the person to participate constructively in all compliance monitoring activities for this undertaking**

It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.

Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.

The evidence provided to demonstrate compliance with this undertaking will be retained by the person until advised by the regulator, that this undertaking has been completely discharged.

It is acknowledged that any failure to meet the due date for an enforceable term will result in the matter being escalated and may lead to enforcement action.

It is acknowledged that WorkSafe may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to WorkSafe.

It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.

It is acknowledged that details of all seminars, workshops and training conducted by a non-registered training provider must be notified to WorkSafe, by email, at least one week prior. Notification should include time, date, location and the trainer/facilitator.



### **3.0 SECTION 3: ENFORCEABLE TERMS**

The person acknowledges all activities set forth in the enforceable terms below must be auditable and include a date for completion and an estimated cost for each activity.

The person commits to performing the activities below diligently, competently and by the respective completion date.

#### **3.1 A commitment by the person to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking**

Metro Waste commits to perform the activities detailed at sections 3, 4 and 5 below. These activities will ensure the ongoing effective management of the risks to health and safety in the future conduct of its undertaking.

#### **3.2 A commitment by the person to disseminate information about this undertaking to workers, and other relevant parties**

Metro Waste commits to disseminate the information in this undertaking to the victim of the incident, the worker, all staff members who work with the baler at the Huntly site, all staff members of the Huntly site regardless of their role, and all management and directors within Metro Waste.

Dissemination will be achieved by doing the following:

- (1) Discussing the undertaking with the worker and confirming whether it has been accepted by WorkSafe;
- (2) Holding a company meeting with all staff members to go over the undertaking and what it means;
- (3) Displaying the undertaking within the company common areas for the period the undertaking is in force so that it is at hand for review.

Dissemination will occur within one week of this undertaking being accepted by WorkSafe.

#### **3.3 Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for workers/others**

<b>Activities</b>	<b>Cost (\$)</b>	<b>Timeframe</b>
<ul style="list-style-type: none"><li>• Redesign and update all SOPs to be more visual. Retrain all staff in the updated SOPs, using visual and physical learning techniques.</li></ul>	\$6,000	In progress, to be completed by 31/08/2017



Activities	Cost (\$)	Timeframe
<p>from the experiences of industry leaders</p> <p>2. Join NZ Institute of Safety Management, and Managing Director to attend Professional Development Day- Guest speaker topics- H&amp;S Programme Implementation Enforceable Undertakings Reporting to the Board Worker Engagement</p> <p>3. Management Road Trips- The Managing Director and Operations Manager have visited 6 facilities that are either in the same industry or run similar types of machinery. The purpose is to share our story and to look specifically at the shared hazards we have and what Controls they have introduced to eliminate and minimize these hazards and how effective these controls have been.</p>	<p>\$1,000</p> <p>\$1,700</p>	<p>November 2017</p> <p>Completed July 2017</p> <p>Completed July 2017</p>
<ul style="list-style-type: none"> <li>Commission an article to be submitted to NZ Trucking and Safeguard magazines. The article will be a case study of the H&amp;S Incident. Its aim is to increase awareness of the consequences of a major health and safety incident, how the incident could have been prevented, and the learning that has come out of this experience for the Company.</li> </ul> <p>The article will be submitted to the Regulator for approval prior to any distribution</p>	<p>\$ 500</p>	<p>Within 6 months from acceptance of undertaking</p>
<b>Total estimated cost of benefit for industry</b>	<b>\$6,500</b>	

**3.5 Activities to be undertaken to promote the objects of the safety legislation that will deliver benefits for community**

Activities	Cost (\$)	Timeframe
<ul style="list-style-type: none"> <li>Community Sponsorship MetroWaste, along with Te Riu O Waikato Ltd, will provide sponsorship to the following:  Waikati-Tainui Marae Development Unit - Health &amp; Safety Workshops. The sponsorship involves-</li> </ul> <p>1. Presentation at each workshop- Mrs Matthews and the worker (Victim) will be guest speakers, sharing our experience</p> <ul style="list-style-type: none"> <li>◦the incident what happened</li> <li>◦how/why it happened</li> <li>◦lessons learnt</li> <li>◦positive change</li> <li>◦our experience with the new Act and the EU process</li> </ul>	<p>\$6,500</p>	<p>Within 6 months from acceptance of undertaking</p>

Activities	Cost (\$)	Timeframe
<p>The underlying message of our presentation will be that we must work together to keep each other healthy and safe. Manaakitanga, caring for the people</p> <p>2. Health &amp; Safety Starter Kits- it is our intention that at the end of the series of workshops, MetroWaste will present each represented Marae, a H&amp;S starter kit. These kits will have basic useful equipment, contained in a storage box, to promote safe practices and items required in emergencies.</p>		
<ul style="list-style-type: none"> <li>• Educational Video</li> </ul> <p>MetroWaste will commission a short video-</p> <ul style="list-style-type: none"> <li>○ The concept to highlight the consequences of a major health and safety incident, and the effects this has on the employees and the wider community</li> <li>○ Audience- Marae, community groups, small businesses</li> <li>○ Medium &amp; distribution the video will be available on USB and will be provided in the health and safety starter kits. Uploading and links for websites will also be made available to Worksafe, WasteMinz and any community or business groups expressing interest</li> </ul> <p>MetroWaste staff and local community identities will be used in the video. We have also identified the making of the video with the staff as an effective tool to promote and encourage Worker Engagement and Participation</p> <p>The concept and proposal for the video is attached at [Tab 4] to be submitted to the Regulator for approval prior to any filming.</p>	\$13,500	Within 6 months from acceptance of undertaking
<b>Total estimated cost of benefit for community</b>	<b>\$20,000</b>	

### 3.6 Agreement to pay WorkSafe's recoverable costs

Metro Waste agrees to pay WorkSafe's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the WorkSafe invoice:

**Costs**

Administration  
 Legal  
 Compliance monitoring  
 Publication (if any)

**Minimum Spend (\$)**

\$2,516.60

<b>Total recovery costs</b>	<b>\$2,516.60</b>
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**3.7 Acknowledgement regarding any promotion of the person in relation to this undertaking**

Metro Waste agrees that it will not undertake any activities relating to this undertaking that may promote or benefit the person without explicitly linking that activity / benefit to this undertaking

**3.8 Where WorkSafe considers appropriate in the circumstances, developing a commitment to (establish and maintain OR maintain) an HSMS**

Metro Waste commits to ensuring that the HSMS remains compliant with AS/NZS 4804:2001 Occupational health and safety management systems - General guidelines on principles, systems and supporting techniques.

**3.9 If a HSMS is required, a commitment to ensure that the HSMS is audited by third party auditors**

Metro Waste commits to ensuring the HSMS will continue to be audited by certified third party auditors, currently Waikato District Council.

Metro Waste acknowledges that details of the auditors' qualifications will be provided with audit reports submitted to WorkSafe.

Metro Waste acknowledges that costs associated with these audits will be met by Metro Waste as part of the undertaking.

Metro Waste commits to ensuring the HSMS will be audited against criteria that meet the principles.

Metro Waste acknowledges that the current HSMS in place, as detailed in Schedule 1 paragraph 11, is acceptable to the Regulator. Metro Waste notes that the most recent audit was undertaken in March 2017. A copy of the audit report is attached at [Tab 2]. Metro Waste commits to ensuring that third party audits will continue to be undertaken with the next scheduled audit by WDC to be March 2018.

**3.10 A commitment to provide a copy of each finalised HSMS audit report to WorkSafe**

It is acknowledged that audit reports received from the auditor will be sent to WorkSafe within 30 days of audits, together with written confirmation that the report has not been altered from the copy provided to the person by the auditor.



It is acknowledged that within 30 days of receipt of the auditor’s written report, WorkSafe will be advised of the intended actions for addressing each of the report’s recommendations.

**3.11 A commitment to implement the recommendations from third party audits**

Metro Waste commits to ensuring the recommendations resulting from the HSMS audits will be fully implemented within six months of receiving the audit report, unless WorkSafe grants an exemption due to the actions being unreasonable.

**3.12 Minimum spend**

Metro Waste commits to a minimum spend of \$74,575 for this undertaking.

Metro Waste agrees to spend any residual amount arising from an original term not being completed or being less costly than estimated in this undertaking. Agreement on how to spend this residual will be sought from the Regulator.

Metro Waste acknowledges the minimum spend comprises of the:

<b>Total Cost</b>	<b>Minimum Spend (\$)</b>
Amends to Victim (including facilitator’s fee/costs)	\$22,175
Benefits to workers/others	\$25,900
Benefits to industry	\$ 6,500
Benefits to community/ other industries	\$20,000
OIR’s recoverable costs	\$2,516.60
<b>Estimated total cost of the undertaking</b>	<b>\$77,091.60</b>

**4.0 SECTION 4: EXECUTION**

This undertaking is given by the person on the date it is accepted by the regulator as set forth in section 5 below.

**COMPANY**


Metropolitan Waste (Waikato) Ltd.  
(Company name)

on the 6th day of October, 2017 before me:  
(day) (month) (year)

Signature of person: 

Witness name: Teina Masters Witness address:

Witness signature: 

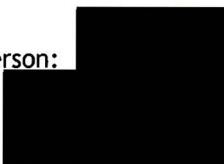


**5.0 SECTION 5: ACCEPTANCE**

The undertaking is accepted by the regulator

on the 16 day of October, 20 17 before me:  
(day) (month) (year)

Signature of person:



Name: Simon Humphries

Acting General Manager, WorkSafe (or delegate)



## Index of attachments

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The Enforceable Undertaking dated 6 October 2017 between Metropolitan Waste (Waikato) Limited (MetroWaste) and WorkSafe New Zealand (EU) includes a number of attachments.

The attachments have not been published but are listed below.

1. Page 6 – The report of the Restorative Justice Conference at paragraph 1.9 [**Tab 3**].
2. Page 7 – MetroWaste Health and Safety Manual v3 April 2016 at paragraph 1.11 [**Tab 1**].
3. Page 8 – Zero Harm Contractor H&S Systems Audit report (March 2017) at paragraph 1.12 [**Tab 2**].
4. Page 10 – Letter from Te Riu O Waikato Limited to MetroWaste dated 11 September 2017 at paragraph 1.13 [**Tab 5**].
5. Page 18 – Concept and proposal for video at paragraph 3.5 [**Tab 4**].

Please contact WorkSafe if you would like to request any of the above documentation.