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## **Application for an enforceable undertaking**

### **Part 4, Health and Safety at Work Act 2015**

The commitments in this application are offered to WorkSafe NZ

by

*Fresh Link Limited*

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# Application for an enforceable undertaking

## Part 4, Health and Safety at Work Act 2015

The commitments in this undertaking are offered to WorkSafe New Zealand (WorkSafe) by

Stephen Dench

On behalf of

Fresh Link Limited

This enforceable undertaking is given on the day and date that it is accepted and signed by WorkSafe. 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.

Do not refer to the victim by name in this document. Please refer to the victim/worker/employee / volunteer / or other term as appropriate.

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 WorkSafe under Part 4 of the *Health and Safety at Work Act 2015*. This information will be managed within the requirements of both the *Privacy Act 1993* and the *Official Information Act 1982*. **Contravention** means an action which offends against the Health and Safety at Work Act 2015 and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention.

There is an expectation that WorkSafe will generally publish the undertaking in full on its website.

TERM	DEFINITION
Contravention	An action which offends against the Health and Safety at Work Act 2015 and/or any Regulations made under it. It includes both health and safety contraventions. A contravention also includes an alleged contravention.
HSMS	Health and Safety Management System
Person	An individual who or a legal entity which has a duty under the <i>Health and Safety at Work Act 2015</i> and can give a written undertaking. The term includes individuals, each partner in a partnership, corporations, trustees of trusts, and crown organisations.
Health and Safety Legislation	<i>Health and Safety at Work Act 2015</i> and associated regulations
Enforceable undertaking	An enforcement pathway that allows a duty holder to voluntarily enter into a binding agreement with WorkSafe. The agreement outlines actions the duty holder will undertake to address the contravention. It is expected to deliver activities which benefit workers, the wider industry or sector and/or the community as well as acceptable amends to any victim(s).

## Section 1: General Information

### 1.1 Details of the person / persons / entity giving the undertaking

Name of person(s) making this undertaking:

Stephen Dench

Name of Entity:

Fresh Link Limited

Type of Legal entity:

Company

Nominated contact person:

Stephen Dench

Physical address:

Fresh Group Limited  
38 Ray Wright Road  
Pukekohe  
2120

Postal address (if different):

Work phone:

09 238 2565

Mobile phone:

Email:

sdench@freshconnection.co.nz

Industry:

Fresh produce

Workers (Christchurch and Auckland)

Permanent

25

Casual

18

Description of the products and services provided by the business or undertaking:

Fresh Link Limited (**Fresh Link**) specialises in prepared produce. It acquires whole fresh produce (fruit and vegetables) from growers, markets and other sources, and then trims, slices and dices the produce for customers nationwide. Fresh Link has two operations that carry out this process, one in Pukekohe, and one in Christchurch.

Comments:

Fresh Link is a close-knit family business that has been operating in Pukekohe for over 8 years. Both of Fresh Link's shareholders work in the business on a day-to-day basis, fostering a family-like connection within the workplace. Many employees have been employed by the business for a number of years. Fresh Link has worked hard to grow its business and has given the local community employment opportunities.

Fresh Link cares about its people and its community, regrets what occurred, and is taking this matter extremely seriously.

## 1.2 Detail of the contravention

Fresh Link has been charged with one charge under the Health and Safety at Work Act 2015 (**the Act**), in relation to an incident that occurred on 7 August 2017.

On 7 August, a Fresh Link worker was using a produce slicing machine (**the machine**). While the worker was cleaning the machine, the machine activated and the worker's fingertips on one hand were amputated. The worker had followed Fresh Link policy in cleaning the machine, but the machine started due to a fault that occurred with it.

WorkSafe alleges that Fresh Link breached its duty to ensure, so far as was reasonably practicable, the health and safety of workers while the workers were at work at Fresh Link, under sections 36(1)(a), 48(1) and 48(2)(c) of the Act, by failing to:

- conduct an effective risk assessment of the machine or engage a competent person to do so;
- ensure the machine had an adequate interlock system;
- develop and implement an adequate plant inspection and maintenance regime to ensure a competent person regularly test, inspect and maintain safety features on machines; and
- implement, communicate and enforce compliance with an adequate isolation and lock-out procedure for cleaning the machine.

WorkSafe says these steps were reasonably practicable steps and that the failure exposed the worker to the risk of serious injury.

## 1.3 Detail the events surrounding the contravention

The relevant machine is one of five produce slicing machines that Fresh Link use to process its fruits and vegetables. Fresh Link purchased the machine around 2013.

To operate the machine, workers place produce into a hopper at the top of the machine, then turn the machine on at the appropriate setting, and the produce is sliced, diced or trimmed, and then expelled into a tray below.

As a part of using the machine, operators must also clean the machine, particularly when changing the type of produce to be processed to prevent contamination between batches of different produce. It is done 20 to 30 times a day. To do this, operators will often need to open the cover to the side of the machine. Fresh Link's policy required workers to use the machine's on/off switch and emergency stop (**e-stop**) before opening the cover to the side of the machine and workers complied with this policy. The machine had an interlock switch on the machine door as a mechanical means of preventing the machine starting when the door was open. When the cover was opened, the interlock switch should have disconnected, which should in turn further prevent the machine from restarting.

The company did not have a policy of turning the machine off at the wall.

On 7 August 2017, the injured worker began work at 8:00am and was tasked with operating the machine that morning. At approximately 10:15am, the worker was required to complete a clean of the machine so that they could process a different type of vegetable. The worker turned the machine off using the on/off switch and e-stop switch, as per company policy, and opened the cover to the side of the machine. In addition to the on/off switch and e-stop, the interlock should have prevented the machine from restarting until the cover was closed. The worker did everything as per company policy, however, the blades became momentarily energised and within seconds the rotating wheel and blades were spinning at full speed. The worker pulled his hand out of the machine and saw that his glove was cut and the tips of his fingers on one hand were missing.

The worker was taken to hospital by ambulance to receive medical attention. A Fresh Link team member went with him. Fresh Link immediately notified WorkSafe of the incident.

An investigation showed the machine faulted and, had the machine been turned off at the wall, the blades would not have energised. Company policy did not require workers to turn the machine off at the wall.

The injury suffered is detailed at 1.7 below.

**1.4 Detail any enforcement notices issued that relate to the contravention as detailed in term 1.2**

DATE	NOTICE TYPE	NOTICE NUMBER	CONTRAVENTION OR PROHIBITED ACTIVITY	ACTION TAKEN IN RESPONSE TO NOTICE
17/08/2018	Non-disturbance notice	012301		Removed machine from the production area and electrically locked the machine out so it could not be operated. The machine was moved to the storeroom with the notice attached.
09/08/2018	Removal notice	WSNZ 25651		Removed a faulty safety relay and magnetic interlock from the machine.

**1.5 Detail the rectifications to the workplace or work practices made as a result of the contravention (1.2), events (1.3) and the enforcement notices issued (1.4)**

After the incident occurred, Fresh Link took a number of steps. They included:

- Immediately removing the machine to a storeroom where it could not be used until further assessment.
- Engaging an independent company, Frame Design Limited, to audit the mechanical guarding of the machine. Frame Design Limited implemented minor changes to the installed machine guards.
- Engaging an industrial/electrical engineer, Daltons Electrical, to complete an electrical assessment and upgrade of the machine. Daltons Electrical are experts at machinery safety implementation and employ engineers with internationally recognised TÜV Nord qualifications, who are experienced in achieving compliance with AS/NZS 4024. Daltons Electrical ensured that the relevant machine complied with appropriate standards prior to future use and advised Fresh Link that the machine's risk assessment should be classed as level 3. Fresh Link requested that the machine's risk assessment classification be increased to level 4 to add additional safety features above that called for by its original classification.
- Updating and refreshing Fresh Link's Standard Operating Procedure for operating the machines (SOP) to include a detailed isolation and lock-out procedure that must be followed by trained and designated persons when opening the machine to expose the cutting blades.
- Updating and refreshing Fresh Link's Standard Sanitation Operating Procedure for cleaning the machines (SSOP) to include a detailed isolation and lock-out procedure that must be followed by trained and designated persons when cleaning the machine to expose the cutting blades.

In addition to these immediate remedial steps, Fresh Link implemented more robust documented weekly machine safety inspections where a suitably qualified in-house mechanical/electrical engineer physically tests the interlocks of the machinery to ensure safe functioning of the machinery.

Fresh Link has also taken other steps that will prevent incidents, such as that which occurred on 7 April 2017, from occurring again. These include:

- Undergoing ongoing trainings to refresh staff on compliance with the SOP and SSOP.
- Completing a full update of Fresh Link's hazard register with additional environmental and machine hazards and processing these risks through Fresh Link's hazard decision tree which includes issues and incident frequencies over the last year as reported on Fresh Link's risk card reporting system. This risk card reporting system is maintained and managed within its electronic MyOsh HSMS platform.
- Reviewing and implementing risk minimisation strategies and a verification programme.
- Engaging Daltons Electrical to review all of Fresh Link's other equipment.
- Completing a review of all of Fresh Link's health and safety systems and supporting framework. As part of this, Fresh Link has employed HACCP methodologies (HACCP is a food safety programme analogous to good health and safety management. It stands for hazard analysis by critical control points).



- Modifying all staff assessments to include specific observations on health and safety and competency.

#### **1.6 Total amount of money spent on rectifications**

To date, Fresh Link's total external spend on rectifications and additional external machine audits exceeds \$14,000.

#### **1.7 Detail the injury sustained or illness suffered by victim(s) or other(s) as a consequence of the contravention or, (as applicable) the *potential* for fatal injury or future fatal illness**

The worker suffered amputation just below the first joint of his index, middle and ring finger as well as a portion of the nail of his little finger. These injuries were sustained on the worker's left hand. Fresh Link understands the worker required an operation to fit skin over his amputated fingers, and was hospitalised. Fresh Link also understands the worker's hand was in a fibreglass cast for six weeks after the operation.

#### **1.8 Detail any offer of amends or payments made to the victim(s) who sustained injury or suffered illness (the total monetary amount here is also to be included in the table at 3.12.3)**

Describe the victim(s) relationship to you / the entity in question -

The injured worker is a previous employee of Fresh Link. He was working out his notice at the time of the incident.

Detail offer of amends or payments:

On several occasions, Fresh Link's Group Compliance Manager, Mr Perry Wright, visited the worker in hospital and at the worker's home. When Mr Wright visited the worker, he provided the worker with baskets of fruit and vegetables. Fresh Link also covered the injured worker's medical costs.

Fresh Link has contacted the injured worker to discuss an ex gratia payment. During this discussion, Fresh Link did not specify to the worker the amount of the payment.

#### **1.9 Detail any consultation with the victim(s) as to their views on whether an enforceable undertaking would be an acceptable alternative to prosecution**

Fresh Link has contacted the injured worker. Stephen Dench, Managing Director, explained that Fresh Link may be prosecuted by WorkSafe for the alleged contravention, but was in the process of completing an enforceable undertaking, which if accepted would result in no prosecution.

The injured worker said he was not opposed to Fresh Link obtaining an enforceable undertaking. However, the worker possibly did not understand the concept. Fresh Link considered it proper to have WorkSafe explain this to him, rather than press the issue.

#### **1.10 Detail any consultation with unions / sector / industry as to their views on whether an enforceable undertaking would be an acceptable alternative to prosecution**

Fresh Link has consulted with one industry participant that suffered a similar incident. Fresh Link has not consulted with any other company or union, but intends to do so following the completion of this process.

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

DATE	DESCRIPTION OF SUPPORT	COMMENTS
2017	Medical expenses of the injured person	
2017	Fruit and vegetable baskets provided to the injured person	

**1.12 Detail any current HSMS implemented and maintained by the person**

Fresh Link has taken the following steps:

- Updated and refreshed its hazard manual to include the following measures as controls for the hazard of slight cuts and soft tissue damages:
  - further lock out isolation;
  - cut proof gloves if handling blades; and
  - further training.
- Updated and refreshed the SOP to include a detailed and more robust isolation procedure that must be followed by trained and designated persons when opening the machine and exposing the cutting blades. This updated SOP is to be followed when individuals open the blade cover to complete in-process cleaning.
- Implemented a more robust weekly check system where the in-house maintenance engineer physically tests and operates the interlocks on all machinery.

Fresh Link continues to maintain the following:

- A comprehensive risk based HSMS. Fresh Link sees this HSMS as imbedded in its company culture, as it encompasses risks from the production environment, but has involvement from all levels of the company, including management, administration and production staff.
- All tools and requirements in Fresh Link’s HSMS are supported by Fresh Link’s investment in new technologies, which help manage and schedule Fresh Link’s health and safety tasks.
- Involving production staff in health and safety audits. Where staff members audit different areas of the business, getting fresh eyes to assess all of Fresh Link’s production areas.
- Documenting all of its processes and procedures online, making these processes and procedures available to all workers. Fresh Link also ensures the health and safety team has information necessary to trend incidents, accidents and non-compliance with Fresh Link’s health and safety programme.
- Using a risk card process where risk assessment forms are placed throughout the business for workers to fill out in the event the worker sees a possible risk onsite. These forms are collected, and Fresh Link’s health and safety team are notified.
- Really driving a positive health and safety culture from the top down.

Fresh Link’s risk management processes follow the principles set out in AS/NZS ISO 31000:2009 Risk Management Principles. This is best practice for risk management.

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

Since the incident, Fresh Link has:

- Organised for one of its qualified engineers to complete weekly safety audits.
- Implemented internal auditing of its HSMS programme every seven weeks as specified in its health and safety system.
- Completed a full annual audit and review of its health and safety system, as required by its updated health and safety system.
- Required all of its factory staff to complete a monthly good management practices and environmental safety audit of the facilities and hazards to ensure the company’s safety culture is ingrained at all levels of the business. This will ensure that all staff are aware of how to look for, identify and report workplace hazards.

- Increased training and understanding of health and safety and what it means in the workplace context for Fresh Link's workers.
- Added health and safety reviews in daily team leader huddles and weekly team leaders meetings.
- Introduced hazard worksheets for when machinery is audited. Alongside this, Fresh Link has implemented a new hazard scoring matrix and a four stage questionnaire to ensure hazards have been review in full.
- Engaged an external qualified engineer to complete risk assessments on machinery to ensure Fresh Link's risk assessments are validated externally.

WorkSafe have since visited Fresh Link's premises and reviewed the new systems, processes and machine changes. WorkSafe did not raise any areas for improvement.

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

Fresh Link will consult with other businesses in the industry to enable the dissemination of the information that will be prepared and shared in accordance with this enforceable undertaking.



## Section 2: General Terms

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

### **2.1 Acknowledgement that WorkSafe alleges a contravention occurred as detailed in term 1.2**

Fresh Link acknowledges that WorkSafe considers that it has breached the Act.

### **2.2 Statement of regret that the contravention occurred**

On behalf of Fresh Link, Stephen Dench, Managing Director, deeply regrets the injury to the worker and acknowledges that it has had a significant impact on the worker.

Fresh Link acknowledges that the worker has suffered unnecessary pain as a result of the incident.

Stephen Dench sat with the worker, and held his injured hand while they waited for the ambulance. This has been a difficult event for Stephen Dench to come to terms with personally. He appreciates the impact that the incident has had on the worker.

Fresh Link sincerely cares about the wellbeing of its people. It is not a large firm, but it is a professional firm that strives to protect the wellbeing of its people. It deeply regrets the incident and is committed to ensuring nothing like this can occur again.

Fresh Link is committed to discharging its duties under the Act. It appreciates that mere compliance with the Act is not sufficient to justify WorkSafe accepting this undertaking. Rather, this undertaking is an opportunity for Fresh Link to demonstrate leadership in relation to blade and machine safety in the produce industry. The steps proposed within this undertaking will help to further educate not only Fresh Link workers, but others within the industry and community at large. Through sharing the experiences of this incident, and other key learnings, Fresh Link wants and aims to prevent similar incidents occurring in the future, both at Fresh Link and within the broader industry.

### **2.3 Statement of the reasons why, on balance, the person considers this undertaking is the most appropriate response to the contravention**

Fresh Link considers that this undertaking is the most appropriate response to the contravention. Fresh Link is taking the matter extremely seriously, and it is genuinely committed to keeping its people safe.

Fresh Link is fundamentally committed to being a leader in health and safety that goes hand-in-hand with its commitment to food safety systems.

Fresh Link has invested heavily in health and safety and has a full time Compliance Manager.

Fresh Link has invested in:

- an internal risk card system which enables all staff from any part of the company to lodge any concerns it has; and
- an active health and safety committee with worker participation.

Fresh Link is a caring and professional organisation with other robust systems in place to protect its people. It is going above and beyond to ensure this does not happen again and has enlisted external support for this to occur.

While the incident was serious with serious implications for the injured worker, the alleged contravention (as opposed to the incident) related to an isolation failure and to steps that ought to have occurred to ensure the incident did not occur. In respect of isolation, there were three levels of isolation for the machine (the on/off switch, the e-stop, and the interlock), and these collectively failed, at the same time. The incident was thus not a likely occurrence. Fresh Link has no previous convictions, and has co-operated fully with WorkSafe throughout its investigation of this incident. And, on balance, Fresh Link's overall culture and safety systems are of a good standard.

Fresh Link considers that an enforceable undertaking is an appropriate response to this incident as it will help facilitate the prevention of future incidents through:

- increasing the standards at Fresh Link;
- increasing awareness of blade safety and isolation risks within the industry;
- training Fresh Link workers on a breadth of health and safety issues; and

- the other benefits from the undertakings.

Fresh Link understands that others in the industry are labouring under a misapprehension as to the requirements of the relevant standard in respect of machine isolation. Fresh Link, therefore, sees this as an opportunity to educate the industry on this standard and on produce machine safety and isolation. There are genuine positives that will come from this process.

For the above reasons, Fresh Link considers that, on balance, this undertaking is the most appropriate response.

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

Fresh Link commits to undertaking the activities described in this undertaking so that, so far as is reasonably practicable, the behaviour, activities and other factors which caused or led to the alleged contravention will not occur in the future. Fresh Link is doing this because it cares for its people.

#### **2.5 Acknowledgment of the policy published by WorkSafe for the acceptance of an undertaking**

Fresh Link has read and understood the Enforceable Undertakings Policy.

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

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

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

Fresh Link has the ability to comply with the terms of this undertaking and meet the costs of the activities. Fresh Link is able to supply financial information in support of this declaration if requested by WorkSafe.

##### **2.7.1 In the event of impending receivership, liquidation or sale of the entity,**

Fresh Link will advise WorkSafe of the relevant circumstances and its capacity to comply with the outstanding terms of this undertaking.

#### **2.8 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**

Current workers and future workers of Fresh Link will benefit from this enforceable undertaking, as well as the injured worked. No other benefits will be linked to Fresh Link or its senior leadership team.

#### **2.9 Statement regarding Intellectual Property**

Fresh Link 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.

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

Fresh Link 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.

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

1. It is acknowledged that responsibility for demonstrating compliance with this undertaking rests with the person.
2. Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.
3. The evidence provided to demonstrate compliance with this undertaking will be retained by the person until advised by WorkSafe, that this undertaking has been completely discharged.
4. 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.
5. 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.
6. It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.
7. 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.

Fresh Link Limited



## 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**

Fresh Link is committed to continuous improvement and the effective management of all risks to health and safety in its workplace.

The specific actions Fresh Link intends to take to ensure, so far as reasonably practicable, that risks to the health and safety of workers and others are identified and effectively managed during future business activities include:

- Sharing learnings from this incident with its relevant industry to ensure that others working around blades in the produce industry understand their health and safety duties.
- Fostering a strong safety culture across all of the business through external, specialist training of all team leaders, reviewing and improving its HSMS for all workers and employing a full time health and safety advocate.
- Ensuring that all risk assessments of all potential hazards are detailed and up to date, and ensuring that these hazards are communicated to all workers. Fresh Link maintains a library of standards and regulations. These are kept up to date.
- Daltons Electrical, who are qualified risk managers, have visited Fresh Link's premises and undertaken a risk assessment of all key equipment and to ensure that Fresh Link has not missed anything when undertaking its own risk assessments. Fresh Link will continue to work with Daltons Electrical in this respect.

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

**Dissemination will be achieved by doing the following:**

Fresh Link agrees to take steps to share information about this undertaking with its workers and other relevant parties.

Fresh Link intends to take the following steps to share information about this undertaking:

- prepare a health and safety update to circulate to Fresh Link employees regarding the incident and this undertaking;
- brief the health and safety representative in detail about the incident and this undertaking so they can disseminate information and answer any questions that Fresh Link workers have; and
- display the undertaking within a common area of the workplace for the period the undertaking is in force.

**Dissemination will occur by**

01/12/2018



**3.3 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for workers and/or work and/or the workplace**

ACTIVITIES (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
<p><b>Scope:</b> Upgrading Fresh Link's MyOsh platform (HSMS). This will provide an up to date training and mentoring programme for all workers to use.</p> <p><b>Delivery:</b> Fresh Link will engage with an external provider to update its MyOsh platform. Once the MyOsh platform has been updated Fresh Link will carry out a refresher course for all workers on its upgraded HSMS system.</p> <p><b>Outcome:</b> This will further improve the management, reporting and employee engagement within the health and safety system and allow for robust and documented audits, reviews and improvements. It will also ensure that all workers are trained on Fresh Link's updated platform.</p>	<p>120 internal hours for setup (internal hours not included in below costs).</p> <p>\$10,000</p>	<p>6 months from the undertaking's acceptance, to be kept in place for at least 24 months.</p>
<p><b>Scope:</b> Fresh Link will provide an external health and safety training programme for all its team leaders.</p> <p>Each Fresh Link processing room has a team leader. These teams are divided into peeling, preparation, packing, and dispatching. The team leaders are hands-on workers working alongside the machine operators.</p> <p>All staff will attend an internal half day training session.</p> <p><b>Delivery:</b> An external provider will complete health and safety representative training level 1 and 2 to all team leaders.</p> <p>Team leaders will be expected to take the knowledge they have gained from undertaking the external training and bring it to the operational level of Fresh Link to promulgate these standards within the organisation.</p> <p>Once team leaders have had this external health and safety training, they will all become permanent members of Fresh Link's health and safety committee.</p> <p>Following this, all staff will be invited to a half day training, guided by the team leaders, which will focus on key learnings from the external health and safety training programme.</p> <p><b>Outcome:</b> This approach is intended to encourage worker participation in all health and safety issues and provide clarification as to best practice methods in relation to a variety of important aspects of health and safety, including:</p>	<p>\$6,000</p>	<p>6 months from the undertaking's acceptance.</p>

<ul style="list-style-type: none"> <li>• roles and responsibilities under the Act;</li> <li>• staff engagement;</li> <li>• hazard identification;</li> <li>• risk assessment; and</li> <li>• communication and reporting.</li> </ul> <p>Team leaders will gain additional knowledge from external providers to improve their knowledge of health and safety hazards and have the ability to identify and minimise risks within the workplace.</p> <p>All workers will benefit from this as team leaders will bring the knowledge acquired from the external training to their teams and enforce this knowledge in the workplace on a daily basis.</p>		
<p><b>Scope:</b></p> <p>Fresh Link will create a cadetship programme where it will employ a dedicated health and safety advocate (for at least two years), and will pay for the person to obtain health and safety qualifications.</p> <p><b>Delivery:</b></p> <p>This cadetship programme will be aimed at school leavers, and would give a young person the opportunity to become a health and safety specialist.</p> <p>The successful applicant will receive the benefit of mentorship from Fresh Link's Group Compliance Manager (currently Don Railton) and will also be provided with external training.</p> <p>Fresh Link will pay for the successful applicant to engage with Southern Institute of Technology to obtain a Diploma in Workplace Health and Safety Management (or similar institute and qualification).</p> <p><b>Outcome:</b></p> <p>Fresh Link is a family run business and its management style reflects this. Fresh Link operates with a bottom-up, flat hierarchy. This means that many of its employees begin in junior positions and work their way up to senior positions.</p> <p>Fresh Link intends to use this cadetship programme to improve overall health and safety outcomes in the workplace. The successful applicant will gain the benefit of Fresh Link's flat structure to impact the organisation's health and safety culture from within. This is as the successful applicant will:</p> <ul style="list-style-type: none"> <li>• work closely with machine operators, training and developing their health and safety knowledge;</li> <li>• monitor machine operators' compliance with health and safety practices;</li> <li>• document compliance;</li> <li>• communicate any issues to Fresh Link's Group Compliance Manager; and</li> <li>• assist Fresh Link's Group Compliance</li> </ul>	<p>\$37,440 salary plus \$1,800 training allowance - total \$39,240 in first year, and approximate equivalent in second year. \$78,480 total.</p> <p>Plus diploma costs to be determined.</p>	<p>Recruitment for the role will begin 2 months from the undertaking's acceptance, with a view to fill the role 6 months from the undertaking's acceptance continued for at least 24 months from the role being filled.</p>

<p>Manager.</p> <p>Fresh Link intends for the successful applicant to have both a bottom up and top down focus and intends for the successful applicant to be able to use their knowledge and skills to develop within the company, in accordance with Fresh Link's culture.</p>		
<p><b>Scope:</b></p> <p>Restructure a key aspect of Fresh Link's business to better emphasise and focus on safety.</p> <p><b>Delivery:</b></p> <p>Dividing the Group Compliance Manager position into two separate roles: a Group Operations Manager and a Group Compliance Manager. The Group Compliance Manager's sole responsibility from the restructure onwards, will be on food safety and health and safety.</p> <p>Currently, Fresh Link's Group Compliance Manager is required to split their time between quality, compliance and operations. Quality and compliance makes up around 40% of this role.</p> <p><b>Outcome:</b></p> <p>Fresh Link will split this role into two, creating two new positions: Group Compliance Manager, and Group Operations Manager. Thus food safety and health and safety will become 100% of the Group Compliance Manager's role.</p> <p>By dividing the Group Compliance Role into two, the new Group Compliance Manager position will be required to focus on quality and compliance, allowing more time to be spent on health and safety compliance at the senior level of the business. Specifically, the Group Compliance Manager will have additional time to focus on:</p> <ul style="list-style-type: none"> <li>• researching machinery prior to purchase;</li> <li>• mentoring and liaising with Fresh Link's cadet</li> <li>• induction training; and</li> <li>• internal training.</li> </ul>	<p>Not properly quantifiable for this purpose, but is a genuine cost to the business.</p>	<p>6 months from the undertaking's acceptance.</p>
<p><b>Scope:</b></p> <p>Redesign and update all SOPs and SSOPs. Fresh Link will produce both visual and written SOPs and SSOPs and produce safety videos for machine operation and cleaning. This material will be used for induction training, internal training and policy reinforcement.</p> <p><b>Delivery:</b></p> <p>Once SOPs and SSOPs have been updated, all workers will be retrained using visual and physical learning techniques.</p> <p>The updated SOPs and SSOPs will be placed in readily accessible areas around the workplace so they can be referred to if required and easily utilised to assist in training or in supervision if it is identified that someone is following the</p>	<p>SOP update with visuals and videos - \$4,000</p> <p>SSOP updates with visuals and videos - \$2,250</p>	<p>12 months from the undertaking's acceptance.</p>



<p>wrong procedure.</p> <p><b>Outcome:</b></p> <p>Fresh Link believes that its workers will benefit from having updated SOPs and SSOPs that are visual documents, not dense manuals. Fresh Link anticipates that this measure will improve overall understanding of SOPs and SSOPs.</p> <p>Making SOPs and SSOPs more accessible and user friendly will ensure that there is a constant reminder for all workers of the importance placed on health and safety by Fresh Link and will drive higher standards.</p>		
<p><b>Scope:</b></p> <p>Fresh Link will engage an expert to test and inspect all machinery and to audit Fresh Link's in-house inspections.</p> <p><b>Delivery:</b></p> <p>This will occur on an annual basis.</p> <p><b>Outcome:</b></p> <p>Fresh Link has already engaged with Dalton's Electrical who undertook a risk assessment of all of Fresh Link's key equipment and risk assessment processes shortly after the incident occurred. By having annual external inspection of Fresh Link's machinery and risk assessment processes, it will ensure that Fresh Link is up to date with industry standards, and will create a further protection for the future safety of Fresh Link's workers.</p>	<p>\$5,000 per year, \$15,000 in total.</p>	<p>Annually from the undertaking's acceptance, for at least three years.</p>
<p>Fresh Link will make a reparation payment of \$25,000 to the injured person. This payment is intended to reflect Fresh Link's remorse for the injury suffered.</p>	<p>\$25,000</p>	<p>2 months from the undertaking's acceptance.</p>

**Total estimated cost of benefits for workers / others -**

\$140,730.00



**3.4 Activities to be undertaken to promote the objectives of the health and safety legislation that will deliver benefits for the wider industry or sector**

ACTIVITIES (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
<p><b>Scope:</b> Fresh Link commits to promote the objects of safety legislation by commissioning an article for Grower Magazine.</p> <p><b>Delivery:</b> This article will detail what Fresh Link has learned from this incident, and the commitments Fresh Link has to ensure compliance with this undertaking. Fresh Link will provide the draft article to WorkSafe 1 month prior to publication so that WorkSafe can examine and approve the article.</p> <p><b>Outcome:</b> The publication of this article will ensure others in the industry are aware of the NZ 4024 standard.</p>	\$5,500	6 months from the undertaking's acceptance.
<p><b>Scope:</b> Share the new visual SOP and the specific machine guarding and electrical interlock system requirements of NZ 4024 with others in the industry.</p> <p><b>Outcome:</b> Ensure others in the industry are aware and further educated in relation to issues in NZ 4024.  Fresh Link realises that the particular type of workers who often use this machinery will particularly benefit from more visual/pictorial SOPs as these documents are not infrequently dense and written. By sharing Fresh Link's new SOP and specific machine guarding and electrical interlock system requirements of NZ 4024 it will benefit this sector as a whole.</p>	\$6,000	12 months from the undertaking's acceptance.
<p><b>Scope:</b> Fresh Link will hold a half day workshop and training day, and invite growers, suppliers, customers, associated companies and similar organisations to share its learnings from this incident.  Fresh Link will focus this training specifically on the incident, the risks, the NZ 4024 requirements, and also the Health and Safety at Work Act 2015.</p> <p><b>Delivery:</b> Fresh Link will engage external legal counsel to assist it in compiling this workshop and training day, and to assist with its delivery.</p> <p><b>Outcome:</b> This will raise awareness of the risks relevant to the incident (and like such risks), will emphasise the importance of compliance, the learnings from the incident, the NZ 4024 standard, and health and safety law generally to the industry.  It will also ensure that the relevant information is disseminated within the industry.</p>	\$14,000	12 months from the undertaking's acceptance.

**Total estimated cost of benefits for industry -  
\$25,500.00**

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

ACTIVITIES (outline the activity and the expected outcomes)	COSTS(\$)	TIMEFRAMES
Make a donation to Auckland Rescue Helicopter Trust.	\$10,000	1 month from the undertaking's acceptance.

**Total estimated cost of benefits for the community -**  
\$10,000.00

**3.6 Where WorkSafe considers appropriate in the circumstances, undertaking a SafePlus Onsite Assessment**

Further information about SafePlus can be found here: [worksafe.govt.nz/about-us/who-we-are/our-priorities/safeplus/about-safeplus](https://worksafe.govt.nz/about-us/who-we-are/our-priorities/safeplus/about-safeplus)

- 3.6.1 The suitability of a SafePlus assessment will be determined by the Enforceable Undertakings Panel when your application is considered.
- 3.6.2 In addition to the total cost below (3.7) all costs of a SafePlus Online Assessment will be met by the person making this undertaking. The fee charged for an Onsite Assessment is a commercial matter between your business and the SafePlus Accredited Assessors that you commission.

**3.7 Minimum spend**

3.7.1

Fresh Link commits to a minimum spend of \$186,530.00 for this undertaking.

3.7.2

Fresh Link 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 amount will be sought from WorkSafe.

3.7.3

Fresh Link acknowledges the minimum spend comprises of the:

TOTAL COST	MINIMUM SPEND (\$) *
Financial amends paid to victims (if applicable)	\$25,000.00
Benefits to workers / others	\$115,730.00
Benefits to industry	\$25,500.00
Benefits to community	\$10,000.00
WorkSafe's recoverable costs (fixed)	\$10,300.00
<b>Estimated cost of the undertaking</b>	<b>\$186,530.00</b>
	<b>* plus GST (if any)</b>

Section 4: Execution

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

**DIRECTOR OR AUTHORISED REPRESENTATIVE**

Undertaking given by Stephen Dench, in my own name as Director of Fresh Link on the

19 NOVEMBER 2018

Signature of person:

Undertaking given before me -

Witness Name

Witness Signature

Witness Address

Tonia Dench

AUCKLAND



Section 5: Acceptance

This undertaking is accepted by WorkSafe

On the 20 day of November 2018

Signature of the undertaking:

[Redacted signature]

Name of WorkSafe representative:

Simon Humphries

General Manager, WorkSafe (or delegate)

Witness: Cordell Weil

Signature:

[Redacted signature]

Address: 86 Customhouse Quay  
Wellington

20/11/18

