

Orchard Tech — Employee Handbook

Issued by	Suvarnabhoomi Pty Ltd ACN 141 241 769 as trustee for the Suvarnabhoomi Discretionary Trust, ABN 16 102 266 894, trading as Orchard Tech
Applies to	Sections 1 to 14 apply to all Orchard Tech employees. Part P also applies if you are a PALM scheme worker. Clause 1.6 explains how this handbook fits with your employment agreement or PALM Offer, the Horticulture Award, and the law.
Version	v1.0.9
Date	7 August 2026
Next review due	3 August 2028 — a two-year cycle for this handbook, against the Health & Safety Manual's annual cycle. The difference is deliberate: the Manual tracks legislation and is reviewed every year; this handbook restates settled entitlements. Either is reviewed earlier on any of the review triggers listed in Section 15.
Status	APPROVED FOR ISSUE
Approved by	Hari Yellina, Manager , 7 August 2026. Approval attaches to the exact bytes recorded in the approval record held with this handbook; a rebuilt document is not this document.

This handbook replaces the Employee Handbook dated 03-06-2025. That version said family and domestic violence leave was five days and unpaid; it is **ten days and paid**. Keep the old handbook for your records and mark it superseded — do not rely on it for your current entitlements. If anything here is unclear, ask us.

***A note on employment type.** Most Orchard Tech employees are casual, and much of this handbook is written for casual employment. Where a rule depends on whether you are casual, full-time or part-time, we say so. If you are not sure which applies to you, ask us — do not guess.*

Read this with your other documents

This handbook sits alongside, as applicable to you:

- your **employment agreement and Schedule** — or, if you are a PALM scheme worker, your **approved PALM Offer of Employment**
- the **Horticulture Award 2020 [MA000028]** — where your work falls within what that Award covers — and the **National Employment Standards**, which apply to everyone
- the **Fair Work Information Statement** — every employee gets this one
- the **Casual Employment Information Statement**, if you are a casual employee
- the **Fixed Term Contract Information Statement**, if your contract ends at the end of an identifiable period
- the **Labour Hire Information Sheet for Workers**
- the **Health and Safety Manual**, and any site or host safety rules that apply where you work

1. Introduction

Welcome

- 1.1 Welcome to Orchard Tech. We are glad you are working with us and we want your time here to be safe, fairly paid and straightforward.

About us

- 1.2 Orchard Tech is the trading name of Suvarnabhoomi Pty Ltd ACN 141 241 769 as trustee for the Suvarnabhoomi Discretionary Trust, ABN 16 102 266 894, trading as Orchard Tech. We are a labour hire business. We employ people and place them to work at our clients' farms, orchards and packing sheds, mainly in the Robinvale and Sunraysia region of Victoria and at one site in New South Wales.
- 1.3 We hold a labour hire licence. **We are your employer.** The farm you work at is the host. The host directs the day-to-day work, but we pay you, we are responsible for your employment, and you can bring any concern to us at any time.

What this handbook is — and what it is not

- 1.4 This handbook explains how we work, what you can expect from us, and what we expect from you. It is a set of policies.
- 1.5 **This handbook is not a contract.** It does not form part of your employment agreement and it does not change it. We may update it from time to time and we will tell you when we do.
- 1.6 Different documents do different jobs:
- **The Horticulture Award 2020** covers horticulture work of the kind that Award describes. If your role sits outside it — office, accounts or administrative work, for example — **a different award, or no award, applies to you**, and the Horticulture figures in this handbook are not yours. **Ask us and we will confirm in writing which instrument covers your role.** The National Employment Standards apply either way.
 - **The law, the Horticulture Award and the National Employment Standards** set your minimum entitlements. Nothing in this handbook, in any agreement, or in any policy can reduce them.
 - **Your employment agreement** — or, if you are a PALM scheme worker, your **approved PALM Offer of Employment** — sets your own terms of employment.
 - **This handbook** is a set of policies. It is not a contract, and it does not change your agreement or your Offer.
 - **The PALM Deed and Guidelines** are obligations Orchard Tech owes to the Australian Government. They are not your employment contract, but they require us to give you real protections — Part P summarises the ones that matter most to you.

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- 1.7 **The law, the National Employment Standards and your applicable award cannot be reduced by anything.** If your agreement or PALM Offer gives you a **better** lawful entitlement, the better term applies. If documents look inconsistent, **do not assume the lower one wins — ask us and we will confirm in writing.**
- 1.8 If this handbook says something different from your agreement or Offer, the Award, the National Employment Standards or the law, **those apply and this handbook does not.**
- 1.9 If you think two documents give different answers about something you are owed, **ask us.** We will work it out, and get advice if we need to. We will not leave you to guess.

We would rather you told us this handbook is wrong than followed it and lost an entitlement. If something here does not match what you have been told, ask.

Working at a host's site

- 1.10 At a host's site, follow that site's **lawful and reasonable** safety rules, inductions and directions **where they are consistent with Orchard Tech's safety requirements and the work you were released to do.** If a host rule is stricter than ours, follow it. **If there is a conflict, uncertainty, or you are told to do something unsafe: stop the task, move to safety, and contact Orchard Tech. You will not be penalised.** A host cannot override an Orchard Tech safety requirement.
- 1.11 A host cannot change your pay, your hours entitlements, your breaks entitlement, your leave or any other employment condition. **On employment matters, your agreement or PALM Offer, the Award and the law apply, and we remain responsible.** If anyone at a site tells you otherwise, contact us.

If you need this explained

- 1.12 If English is not your first language, or if anything in this handbook is unclear, tell us. We will explain it, and we will arrange and pay for an interpreter if you want one.
- 1.13 You can also call the Translating and Interpreting Service on **131 450**, any hour of any day, and ask them to call the Fair Work Ombudsman on **13 13 94** for you.

Who to contact

- 1.14 Your first contact is your Orchard Tech supervisor. If your supervisor is the problem, or you would rather not raise it with them, contact us directly:

Hari Yellina, Manager

Orchard Tech — 12 Happy Valley Rd, Robinvale VIC 3549

Email: contact@orchardtech.com.au

Phone: (03) 9332 3232 Mobile: 0439 32 32 32

2. Working with us

How casual employment works here

- 2.1 **Most of our employees are casual, and this section is mostly about casual work.** Where a rule depends on your employment type, it is marked.
- 2.2 **If you are casual:** we offer work when it is available. You may accept or decline any offer. **Declining an offer is not misconduct and will not be held against you.**
- 2.3 **If you are full-time or part-time:** you have agreed ordinary hours and a roster. Your work is not offered shift by shift, and clause 2.5 about no guaranteed work does not apply to you.
- 2.4 **If you are a short-term PALM worker, read clause P4.4 before you decline offered hours.** Declining is still not misconduct — but if you expressly decline a reasonable and genuine offer, those hours are not counted in your minimum-hours top-up. Not answering an out-of-hours message is **not** treated as declining.
- 2.5 **If you are casual** — and subject to Part P4 if you are a PALM worker — we do not guarantee ongoing or regular work. **This does not apply to full-time or part-time agreed ordinary hours, and it does not reduce any PALM minimum-hours obligation.** How much work there is depends on the season, the weather and our clients. We will give you as much notice as we reasonably can.
- 2.6 **Being called a casual does not by itself settle the question.** Whether you are legally a casual depends on the real substance and practical reality of how we work together, not just the label used in your agreement or PALM Offer. If your work has become regular and predictable, talk to us — see clause 2.26.
- 2.7 Your employment relationship with us does not automatically end when a period of work ends. Whether your service counts as continuous for a particular entitlement — such as long service leave, unfair dismissal or employee choice — is decided by the law that creates that entitlement.

If you work for us across several seasons, talk to us before a long break so we record your service properly. It can matter later.

Casual employees are not on probation

- 2.8 **Orchard Tech does not apply a probation period** to employees engaged under our casual agreement. Separately, the Fair Work Act has its own minimum employment period that affects when a regular casual can bring an unfair dismissal claim — see clause 13.17.

Your classification level

- 2.9 Your classification level under the Horticulture Award is set by the duties you actually perform, the supervision you work under, the machinery you operate, the licences you hold and your previous experience in horticulture.

- 2.10 **A Level 1 employee must move to Level 2 after no more than 3 calendar months of experience in the horticulture industry.** That experience counts even if you gained it with a different employer, on a different crop, or doing a different task.
- 2.11 **Our practice is that nobody is engaged below Level 2.** If you were ever paid as Level 1, tell us and we will check it and fix it.
- 2.12 Tell us about any horticulture work you have done before, so we classify you correctly from your first day. We review everyone's classification at least every 6 months, and whenever duties, supervision, licences or machinery change.

This affects your pay. If you have picked, pruned, packed or done other horticulture work before — anywhere, for anyone — tell us. You may be entitled to a higher level from day one.

Working at a higher level — higher duties

- 2.13 If on any day or shift you do work that carries a higher Award classification than your own:
- **2 hours or less** at the higher level — you are paid the higher rate for the time you actually worked at that level
 - **more than 2 hours** at the higher level — you are paid the higher rate for **the whole of that day or shift**
- 2.14 Tell your supervisor and write it on your timesheet whenever you work at a higher level, so we pay you correctly.

Where you work

- 2.15 You may work at our sites or at a client's site. Your worksite may change at short notice within the State recorded in your Schedule.
- 2.16 **If you are a PALM worker, a change of placement, host or region is not just a roster change.** It may need Departmental approval and your agreement first. We will explain any proposed change to you before it happens.
- 2.17 **We will not place you in a different State or Territory** until we have completed our interstate placement checks and given you the State Addendum for that place. Those checks cover licensing, workers compensation, work health and safety, public holidays, long service leave, workplace surveillance and pay. If you are asked to work interstate before that is done, tell us.
- 2.18 **If you are not a PALM worker:** ordinary travel between home and your usual workplace is your own, unless your agreement says otherwise. If we require you to travel between worksites during your working day, that travel is paid as the Award requires.
- 2.19 **If you are a PALM worker,** you may freely choose to use your own suitable vehicle instead, on the conditions recorded in your Offer, provided it is roadworthy, registered and insured. If you do, **no transport deduction applies for that period.**
- 2.20 **The PALM scheme requires us to provide this transport** unless you freely choose your own. Your Offer records how we do it; it cannot reduce that obligation.

- 2.21 **If you are a PALM worker: we provide transport between your accommodation and your worksite** — unless you freely choose to arrange your own suitable transport, which we then check is safe, reliable and affordable. We also offer to arrange transport to local shops and community activities. **The details — the service, the weekly charge and how it is deducted — are set out in your Offer of Employment.** If transport is not provided, tell us or your welfare contact.

Your right to work in Australia

- 2.22 You must have, and keep, the legal right to work in Australia and to do this work. Tell us as soon as you can if your visa or work rights change or are about to expire.
- 2.23 **Holding a temporary visa does not reduce your workplace rights.** You have the same pay and conditions as anyone else doing this work. We do not control, grant or cancel visas.

If you are on a visa and something at work is wrong, you can contact the Fair Work Ombudsman. Asking for help does not itself cause a visa to be cancelled. The Government runs protections for visa holders who report workplace exploitation — as at August 2026, the Strengthening Reporting Protections Pilot and the Workplace Justice Visa Pilot, each with its own eligibility rules; check fairwork.gov.au for their current status if you are reading this later. The earlier Assurance Protocol is paused while those pilots run. We do not decide visa outcomes. Get independent advice from the Fair Work Ombudsman, Home Affairs or a migration lawyer about your own situation.

Induction and training

- 2.24 You get an Orchard Tech induction before your first placement, and a host site- and task-specific induction **before every new host site**, and again **whenever the site, task, plant or hazards materially change** — **whether or not the host normally requires it.** Orchard Tech checks the induction actually happened and closes any gap **before** you start productive work. We give you the training, information and supervision you need to do the work safely.
- 2.25 If you are asked to do something you have not been trained for, or that you do not feel competent to do safely, stop and tell your supervisor. You will not be penalised for that.

Becoming a permanent employee — employee choice

- 2.26 The Fair Work Act gives casual employees a process called **employee choice**. If you have worked for us for at least **6 months**, and you believe you no longer meet the legal definition of a casual employee, you can give us **written notice** that you want to change to permanent employment.
- 2.27 If you do, we must consult you and give you a **written response within 21 days**. We can only refuse on the grounds allowed by the Fair Work Act, and we must explain our reasons.
- 2.28 The Act sets some limits — for example, you generally cannot give a notice while a related dispute is on foot, or within 6 months after we have declined a previous notice or such a dispute has been resolved.
- 2.29 **You will not be treated badly for asking.**

The qualifying period is 6 months if your employer is not a small business employer, and 12 months if it is. We check the legal test at the time you ask. If it matters to you, ask us and we will tell you where we stand — or check with the Fair Work Ombudsman.

Orchard Tech is not a small business employer, so the qualifying period for you is 6 months, not 12. The Casual Employment Information Statement explains the process, and the Fair Work Ombudsman can explain how it applies to you. This replaced the old casual conversion rules in August 2024 — if you have seen a document mentioning casual conversion, this is what it became.

3. Hours, breaks and time records

AWARD FIGURES vs EVERYONE-FIGURES. Rates and allowances below that come from the **Horticulture Award 2020 [MA000028]** apply where your Schedule names it as your instrument. **Anything below that comes from the Fair Work Act or the National Employment Standards applies to every employee, whatever instrument covers you. If you work in office, accounts or administration, do not use these figures — a different award, or none, applies to you. Ask us and we will confirm your instrument and classification in writing.**

Minimum engagement

- 3.1 Each time we ask you to attend work, **you are engaged and paid for at least 2 consecutive hours** — even if there is less work than expected, or you are sent home early.

Ordinary hours and the span

- 3.2 For a casual employee who is not a shiftworker, ordinary hours worked between **5:00 am and 8:30 pm** are paid at your ordinary casual rate.
- 3.3 Hours worked outside 5:00 am to 8:30 pm attract an additional Award loading on top of your casual loading.

Maximum hours

- 3.4 You will not work more than **12 ordinary hours** in a day or in a single engagement.
- 3.5 Your ordinary hours will not exceed **304 hours over any 8 week period**. Hours beyond that, or beyond 12 hours in a day or engagement, are paid as **overtime**.

We keep a rolling record of your hours across each 8 week period. You can ask to see your hours at any time and we will show you.

If you are full-time or part-time — your ordinary hours

The hours, leave and notice figures in these blocks come from the Horticulture Award 2020. They are yours if your work is covered by that Award. If your role is not horticulture work — office, accounts or administrative work, for example — **a different award, or no award, applies to you, and these figures are not yours.** Ask us and we will confirm in writing which instrument covers your role. The National Employment Standards apply to you either way.

- 3.6 Your ordinary hours **do not exceed 152 over a 4 week period**. They are worked Monday to Friday — or Monday to Saturday, but only where that has been arranged between us and the majority of employees in the section concerned.

- 3.7 Ordinary hours are worked **between 6:00 am and 6:00 pm**, unless that span has been varied by the same kind of majority arrangement.
- 3.8 Ordinary hours **do not exceed 8 in a day**, unless a majority arrangement increases it — and even then not beyond 12 in a day.
- 3.9 **All time worked beyond, or outside, your ordinary hours is overtime.**
- 3.10 If you are **part-time**, we must tell you your ordinary hours and your starting and finishing times. **All time you work beyond the hours we have mutually arranged is overtime.** You are paid the same rate and conditions as a full-time employee doing the same work, pro rata.

If you are a shiftworker

- 3.11 Your ordinary hours **do not exceed 152 over a 4 week period** and are worked **Monday to Friday**. If we direct you to work a shift longer than 8 hours, the extra time is overtime.
- 3.12 **Afternoon shift** means a shift finishing after 6:00 pm and by midnight. **Night shift** means a shift finishing after midnight and by 8:00 am. Both are paid at **115% of the ordinary hourly rate**.
- 3.13 Shifts rotate regularly so far as practicable, and the roster records each shift's start and finish times and which shift is the day shift.

*If you are a **casual** shiftworker you also keep your casual loading — the 115% shift rate does not absorb it. Ask us for the exact combined rate for your shift and we will show you the calculation.*

Additional hours and overtime

- 3.14 We may ask you to work additional hours only if those hours are **reasonable**. You may refuse additional hours that are unreasonable. What counts as reasonable takes into account any risk to your health and safety, your personal circumstances and family responsibilities, the needs of the workplace, how much notice you were given, and your pay and hours pattern.
- 3.15 **If you work overtime, we pay you for it.** If it was not approved in advance, we will still pay you for the hours you worked and deal with the approval question separately.
- 3.16 **We do not offer time off instead of payment for overtime.** Overtime is paid in money. The Award does allow time off instead of overtime pay by separate written agreement, and that option is open to casual employees as well as permanent ones — but our policy is not to use it, and you can never be pressured to agree to it.

Waiting time — weather, breakdowns and delays

- 3.17 If we require you to remain at the workplace, or to stay available at our direction, **you are paid for that time**. This includes waiting because of weather, an equipment breakdown or another delay.

If you are told to wait, that is paid time. Record it on your timesheet.

Rest between shifts

- 3.18 You are entitled to a break of at least **10 hours** between shifts. If we ask you to return to work without that break, you are paid at the higher Award rate until you receive it.

Your right to disconnect

- 3.19 You may **refuse to monitor, read or respond to contact** from us, or from a third party about your work, outside your working hours — unless your refusal is unreasonable.
- 3.20 That right has limits. It does not apply where a response is required by law, or where refusing would be unreasonable. What counts as reasonable takes into account the reason for the contact, how and when it was made, how much it disrupts you, your role and personal circumstances, and **whether you are paid extra to stay available or to work outside your normal hours**.
- 3.21 **Separately, and going further than the law requires, we promise this:** if we contact you outside your working hours to offer a shift, you do not have to answer. Not answering is never treated as misconduct and will not reduce the work you are offered.

Two different things are happening here. The right to refuse contact is your legal right under the Fair Work Act, and it has limits. The promise about shift offers is one we choose to make on top of the law, and it does not.

Breaks

- 3.22 You are entitled to an unpaid meal break of between **30 and 60 minutes** within 5 hours of starting work, and to one **paid 10 minute rest break** each day or shift.
- 3.23 **You must take your breaks.** Working through a break is not permitted. If it happens anyway, because you were directed or allowed to, clause 3.25 sets out what you are paid.

You must record every break on your timesheet

- 3.24 Write your meal break on your timesheet every day — the time it started and the time it finished. This is a requirement of your employment, not an optional step.

We need your help with this. If you take a break but do not write it down, your timesheet says you worked through it. That creates a false record, it can mean we bill a client incorrectly, and it can look like we made you work without a break. Recording your break protects you and it protects us. If you forget, tell your supervisor and we will correct it — you will not be in trouble for correcting a record.

If you are asked to work through a break

- 3.25 If you actually work through a meal break because you were directed or allowed to, **you are paid for it at the higher Award rate** until you are released for a break of at least 30 minutes — whether the direction came from us or from anyone at the host's site. Record it on your timesheet. Your right to be paid does not depend on who approved it or on any paperwork being done first.

- 3.26 Separately from your right to be paid, our internal rule is that **only your Orchard Tech supervisor may approve working through a break**, and we will confirm it in writing. A host or client cannot approve it. If someone at a client site tells you not to take your break, **tell them Orchard Tech requires you to take it** and contact your Orchard Tech supervisor. **Take the break** unless stopping right then would itself be unsafe — if so, make the task safe, then stop and take it. Record what happened.
- 3.27 If a break is missed, cut short or interrupted for any reason, tell your supervisor and record it. **We will pay you first and look into why it happened separately.** You will not be penalised for reporting it.

Time records

- 3.28 Complete accurate time records for the hours you work, including your breaks, and give them to your supervisor at the end of each week.
- 3.29 **Do not complete a time record for another person**, and do not let anyone complete yours. Falsifying a time record is serious misconduct.
- 3.30 **If your timesheet is late, missing or incorrect, we will still pay you for every hour you have actually worked.** We will work out your hours from rosters, site records, electronic records or any other reliable source, and pay you on the normal payday.

A late, missing or incorrect timesheet is an administrative problem. It is never a reason to withhold pay for work you have actually done.

Lateness and absence

- 3.31 Be ready to start at your rostered starting time, and back on time after breaks.
- 3.32 If you are going to be late or cannot attend, tell your supervisor as early as you can. If you cannot call, send a message — **text and messaging apps are fine**. Let us know when you expect to arrive.
- 3.33 If you do not attend and **no paid leave, paid public holiday or other paid entitlement applies**, you are not paid for the time not worked. **We check first whether a paid entitlement applies** — personal/carer's leave, compassionate leave, family and domestic violence leave, annual leave or a public holiday.
- 3.34 If you arrive late and work, **you are paid for all the time you actually work**. If you are casual, arrive late and are allowed to start, **the 2 consecutive hour minimum engagement in clause 3.1 still applies to that attendance**. Lateness is dealt with separately; it never reduces the minimum payment.
- 3.35 **If we required you to attend and you turn up, but we do not start you or we send you home, you are still paid the minimum engagement in clause 3.1.** Lateness is dealt with as a separate conversation — it is never handled by docking wages you have already earned.

Requesting flexible working arrangements

- 3.36 You may **request a change to your working arrangements** — for example your hours, your days, your start and finish times, or where you work. Who can ask depends on your employment type:
- **If you are not a casual employee**, you may ask after at least **12 months of continuous service** with us.
 - **If you are a casual employee**, you may ask if you have been a **regular casual employee** for a period of at least 12 months immediately before you ask, **and** you have a reasonable expectation of continuing to work for us on a regular and systematic basis.
- 3.37 You also need to be in one of these situations — you:
- are pregnant
 - are the parent of, or care for, a child who is school age or younger
 - are a carer
 - have a disability
 - are 55 or older
 - are experiencing family and domestic violence, or you care for or support a member of your household or immediate family who is experiencing it
- 3.38 Put your request in writing and tell us what change you want and why. **We must give you a written response within 21 days.**
- 3.39 **We can only refuse on reasonable business grounds**, and only after we have discussed it with you and genuinely tried to reach agreement on an alternative. If we refuse, we will explain why and set out any alternative we can offer.
- 3.40 If we cannot agree, either of us can ask the Fair Work Commission to help.

4. Your pay

AWARD FIGURES vs EVERYONE-FIGURES. Rates and allowances below that come from the *Horticulture Award 2020 [MA000028]* apply where your Schedule names it as your instrument. **Anything below that comes from the Fair Work Act or the National Employment Standards applies to every employee, whatever instrument covers you. If you work in office, accounts or administration, do not use these figures — a different award, or none, applies to you. Ask us and we will confirm your instrument and classification in writing.**

Your rate

- 4.1 **If you are full-time or part-time, no casual loading applies.** Your Schedule states your base rate and any other amount that applies to you.

- 4.2 **If you are casual:** your classification level and your hourly rate are in your Schedule. The Schedule shows your base rate and your **25% casual loading** separately, so you can see how your pay is made up.

What your casual loading covers

- 4.3 Your casual loading is paid instead of **these entitlements only**:
- paid annual leave
 - paid personal / carer's leave
 - paid compassionate leave
 - payment for public holidays you do not work
 - notice of termination
 - redundancy pay
- 4.4 **Orchard Tech will not treat your loading as covering anything else.** In particular it is not paid instead of paid family and domestic violence leave, long service leave, superannuation, overtime, penalty rates, allowances or accident pay. (The Award words this more broadly; the list above is our commitment to you.)

If anyone tells you 'your loading covers that', check this list. If it is not on the list, the loading does not cover it.

Penalties, overtime and allowances

- 4.5 You are paid the penalty rates, overtime rates and allowances in the Horticulture Award that apply to the work you actually do, as those rates stand from time to time. These include the wet work, leading hand and first aid allowances, travelling time and the overtime meal allowance.
- 4.6 Some Award allowances are **all-purpose allowances**. Where one applies to you, it is added to your base rate first, and your casual loading, penalty rates and overtime are then calculated on that higher amount. It is not added at the end.

When and how you are paid

- 4.7 You are paid **weekly**. Your work week runs **Monday to Sunday**. **We send your pay by Friday** for the week just finished, and we sometimes send it earlier.
- 4.8 Payment leaves us on or before Friday. Depending on your bank it can take a further 1 to 2 business days to appear in your account. If your pay has not arrived by then, tell us and we will trace it.
- 4.9 You are paid by electronic transfer into the bank account you nominate. Keep your bank details up to date with us.
- 4.10 We give you a **pay slip within one working day** of being paid. It itemises your hours, rates, loading, penalties, allowances, deductions and superannuation.

Pay increases

- 4.11 Award rates usually change on **1 July** each year. Any increase applies from the first full pay period starting on or after the date it takes effect. **We apply it automatically** — you do not need to ask.

You may discuss your pay

- 4.12 **The Fair Work Act gives you a workplace right to tell anyone — or not tell anyone — what you are paid**, and the employment terms needed to work out pay outcomes. You may also ask others about theirs. Nobody can require you to keep your pay secret, and any term that tried to would have no effect.
- 4.13 **We go further:** we are happy for you to discuss your broader working conditions too. The only thing we ask you to keep confidential is genuinely commercial information that is not about your own pay or conditions — see clause 9.16.
- 4.14 We will not treat you badly for discussing your pay, and no document we give you can take this right away.

If you think your pay is wrong

- 4.15 Tell us. We will check it and correct any underpayment promptly. **Raising a pay question is a protected workplace right** and you will not be treated badly for it.
- 4.16 You can also contact the Fair Work Ombudsman on **13 13 94**, open **8 am to 5:30 pm Monday to Friday** (not public holidays), or use their online enquiry form at any time. **You do not need our permission and you do not have to tell us.**

Since 1 January 2025 it is a criminal offence for an employer to intentionally underpay wages or entitlements. We take pay accuracy seriously and we would much rather you told us early.

Superannuation

- 4.17 We make superannuation contributions for you at the rate and on the earnings base required by law. **Since 1 July 2026, “Payday Super” applies:** we calculate your super each payday and must generally get the contribution to your fund within **7 business days** of paying you, rather than quarterly. The law allows a little longer in a few limited situations, such as your first contribution as a new starter.
- 4.18 **You may choose your own fund.** If you are eligible we give you a Standard Choice Form **within 28 days of you starting**, and in the other circumstances the law requires — for example if you ask for one, or if we change the fund we pay into. If you are on a temporary visa you can still ask for a form and choose a fund.
- 4.19 If you do not choose a fund, we will ask the Australian Taxation Office whether you have a **stapled fund** and pay your contributions to that fund. We will only use our default fund if you have no stapled fund and the law allows it.

The stapled fund step reduces the chance of you ending up with extra super accounts and extra fees.

Deductions from your pay

- 4.20 We will only deduct money from your pay where:
- the law, an award, an enterprise agreement or a court or Fair Work Commission order requires or authorises it (for example, PAYG tax or child support); or
 - you have signed a **separate written authorisation** for that deduction which meets all the requirements of the Fair Work Act, **and the deduction is principally for your benefit.**
- 4.21 The law allows deductions only through those pathways. **As an extra control we go further than the law requires:** neither your agreement or PALM Offer nor this handbook is authority to deduct anything, we obtain a separate written authorisation for each deduction, and we give you a copy. Additional rules apply to PALM workers — see Part P3.
- 4.22 **You can withdraw a written authorisation at any time** by telling us in writing.
- 4.23 Every deduction will be shown on your pay slip.
- 4.24 **We will not deduct money for:**
- damage to or loss of property, vehicles, equipment or stock
 - cash or stock shortages
 - unreturned uniforms or personal protective equipment
 - traffic or parking fines, or tolls
 - the cost of cleaning a vehicle
 - the cost of covering your shifts if you leave
 - any other amount that principally benefits us, unless the law specifically allows it

Overpayments

- 4.25 If we overpay you, we will tell you, explain how it happened, and **agree a repayment arrangement with you.** We will not simply take the money out of your pay.

Piecework

- 4.26 **Orchard Tech engages all of its workers on an hourly basis.** You are paid for the hours you work, at the rate in your agreement, Schedule or PALM Offer.
- 4.27 **You will not be paid a piece rate unless a separate piecework agreement is made with you first.** If piecework is ever proposed, we must give you a **written Piecework Record that complies with the Horticulture Award before that work starts**, setting out the rate. A host or a supervisor at a site cannot put you on piece rates.
- 4.28 **If any other document says you are a pieceworker and no current Piecework Record has been given to you, this clause applies and you are paid hourly. Tell us if you see that — do not assume the other document is right.**

Expenses

- 4.29 **We reimburse every expense or allowance your award or the law requires, whether or not it was approved first.** For any other expense we will reimburse what is reasonable and necessary where we approved them or later agree they were necessary. Give us receipts where you can.
- 4.30 **We do not require you to spend your own money** on anything for our benefit, and we do not require you to pay any part of your wages back to us or to anyone else.

5. Leave and public holidays

AWARD FIGURES vs EVERYONE-FIGURES. Rates and allowances below that come from the *Horticulture Award 2020 [MA000028]* apply where your Schedule names it as your instrument. **Anything below that comes from the Fair Work Act or the National Employment Standards applies to every employee, whatever instrument covers you. If you work in office, accounts or administration, do not use these figures — a different award, or none, applies to you. Ask us and we will confirm your instrument and classification in writing.**

If you are full-time or part-time — your paid leave

- 5.1 **Annual leave.** You accrue paid annual leave progressively and it carries over from year to year. Full-time employees get **4 weeks a year** — 5 weeks if the shiftworker entitlement in the National Employment Standards applies to you. Part-time employees accrue it pro rata.
- 5.2 **Annual leave loading.** While you are on annual leave you are also paid a loading of **17.5%** on top, as the Horticulture Award requires.
- 5.3 **Any accrued annual leave you have not taken is paid out when your employment ends.**
- 5.4 **Paid personal / carer's leave.** Full-time employees accrue **10 days a year**, part-time pro rata. It accumulates from year to year. You can use it when you are unwell or injured, or to care for an immediate family or household member who is unwell, injured, or affected by an unexpected emergency.
- 5.5 **Paid compassionate leave.** 2 days on each occasion, paid, for full-time and part-time employees. (For casuals it is unpaid — see clause 5.17.)
- 5.6 **Public holidays.** If a public holiday falls on a day you would ordinarily have worked and you are away, you are paid your base rate for the ordinary hours you would have worked. If you do work a public holiday, the Award rate is **200%**.

The rest of Section 5 sets out the entitlements that apply to everyone — including paid family and domestic violence leave — and the ones that are specific to casual employment.

Paid family and domestic violence leave

- 5.7 **You are entitled to 10 days of PAID family and domestic violence leave in every 12 month period.** This is a legal entitlement for **all** employees, including casuals.

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- 5.8 **The full 10 days is available from your first day.** It is not pro-rated. It renews on each anniversary of your start date and does not accumulate.
- 5.9 If you take this leave you are paid **the full amount you would have received for the hours you were rostered to work** — your base rate plus loadings, allowances and any other amount you would have been paid.
- 5.10 **Your pay slip will not show that the leave was family and domestic violence leave.** It will normally show the time as ordinary hours worked and paid — or, if you ask us, as another type of leave. We keep your information confidential, and only the people who genuinely need to know in order to administer and check the leave will be told. **We will not use or share that information for any other purpose without your consent**, unless the law requires it or it is necessary to protect someone's life, health or safety.
- 5.11 This leave is available if you are experiencing violent, threatening or other abusive behaviour by **a close relative, a member of your household, or a current or former intimate partner** — where the behaviour seeks to coerce or control you and causes you harm or fear. You can take it to do something to deal with the impact of that, where it is impractical to do so outside your working hours — for example to:
- make arrangements for your safety or the safety of a family member, including relocating
 - attend court or a legal appointment
 - access police, medical, counselling, financial or legal services
- 5.12 **Close relative** includes your spouse or de facto partner (including a former spouse or partner), child, parent, grandparent, grandchild or sibling; the same relatives of your spouse or de facto partner; and a person related to you according to Aboriginal or Torres Strait Islander kinship rules.
- 5.13 Those are the categories the **paid leave** entitlement uses. **If the person harming you does not fit them, still come and talk to us** — we can help with safety, and there may be another kind of leave or support available to you.
- 5.14 Tell us as soon as you reasonably can, and tell us how long you expect to be away. We may ask for evidence that would satisfy a reasonable person. We will handle any request carefully.

If you need help: 1800RESPECT — 1800 737 732, 24 hours, free and confidential. In an emergency call 000.

Unpaid carer's leave

- 5.15 **All employees, including casuals, are entitled to 2 days of unpaid carer's leave** each time an immediate family member or member of your household needs your care and support because of illness, injury, or an unexpected emergency.

Compassionate leave

- 5.16 You are entitled to **2 days of compassionate leave** each time an immediate family member or member of your household dies, or contracts or develops a life-threatening illness or injury. It also applies if you or your spouse or de facto partner has a miscarriage, or a baby in your immediate family or household is stillborn.
- 5.17 **For casual employees this leave is unpaid.** It does not accumulate.

Parental leave

- 5.18 **If you are full-time or part-time**, you may be entitled to up to **12 months of unpaid parental leave** after 12 months of continuous service, with a right to request a further 12 months.
- 5.19 If you are a **regular casual** with a reasonable expectation of continuing work, and you have at least 12 months of service, you may be entitled to up to **12 months of unpaid parental leave**, with a right to request a further 12 months. Tell us early so we can explain what applies to you.
- 5.20 Separately, the Australian Government funds the **Paid Parental Leave scheme** and Services Australia administers it. Depending on the payment determination, it may be **paid to you through our payroll**, or paid to you directly by Services Australia — either way the money is the Government's, not ours.
- 5.21 How many weeks you get depends on your child's date of birth or adoption. For children born or adopted **from 1 July 2026** the maximum is **26 weeks**, subject to eligibility and sharing rules.
- 5.22 If your child was born or adopted **on or after 1 July 2025**, a Government superannuation contribution may also be paid on your Parental Leave Pay. The ATO pays that, not us. Check your position with Services Australia.

Dad and Partner Pay no longer exists. It was merged into Parental Leave Pay on 1 July 2023, and partners now share the one entitlement.

- 5.23 **Part of your unpaid parental leave can be taken flexibly.** The number of days depends on when your child was born or placed: **130 days** if that was **on or after 1 July 2026**; **120 days** between 1 July 2025 and 30 June 2026; **110 days** between 1 July 2024 and 30 June 2025; and **100 days** before 1 July 2024. They may be taken as separate days or blocks within **24 months** of the birth or placement. **These are not extra days** — they come out of the same entitlement. Notice and evidence rules apply, so talk to us early.

Community service leave and jury duty

- 5.24 You are entitled to community service leave for jury service and for eligible volunteer emergency-management activities such as SES and volunteer firefighting. Tell us as soon as you can and give us any notice or summons you receive.

- 5.25 **Volunteer emergency-management leave is unpaid.** For **jury service**: if you are full-time or part-time, we pay you make-up pay for the first 10 days, as the Fair Work Act requires. **If you are casual, we do not pay make-up pay** — but you may receive attendance fees from the court under State rules. Either way, tell us and we will help you sort it out.

Long service leave

- 5.26 **Casual employees can build up long service leave.** The rules are set by the State where you usually work, and Victoria and New South Wales are different:

Victoria	Long Service Leave Act 2018 (Vic). Entitlement after 7 years of continuous employment. Accrues at 1 week for every 60 weeks of service. Full time, part time, casual, seasonal and fixed term employees are all covered where employment has been continuous. For casual and seasonal work, employment is generally still continuous provided there is no gap of more than 12 weeks between engagements . A longer gap still does not break your service if: we agreed to it before it started; it is part of how you were engaged; the absence was caused by seasonal factors ; you are engaged regularly and systematically with a reasonable expectation of coming back; or you were taking up to 104 weeks of parental leave. Payable on the last day of employment.
New South Wales	Long Service Leave Act 1955 (NSW). Entitlement of 2 months after 10 years of continuous service, and a further 1 month for each additional 5 years. A pro rata entitlement after 5 years applies if we terminate for any reason other than serious and wilful misconduct; if you resign because of illness, incapacity, or domestic or other pressing necessity; or if you die , in which case it is paid to your estate. Payable immediately on termination.

- 5.27 Which State's rules apply depends on the legal connection between your employment and that State — not simply on what a Schedule records, or where you happened to work on a given day. If you have worked for us in more than one State, tell us and we will get it checked properly.
- 5.28 **Talk to us before a long break between engagements** so we record your service correctly, and ask us at any time about your position.

Read the seasonal-factors rule carefully — it is the one that matters most here. Almond and pistachio work is seasonal, so a break of more than 12 weeks between seasons is normal. Under the Victorian Act a break caused by seasonal factors does not break your service. Tell us before a long break and we will record it properly.

Public holidays

- 5.29 **We may ask you to work on a public holiday. We will make that a request, not a direction.**
- 5.30 You may refuse if our request is unreasonable, or if your refusal is reasonable. What is taken into account includes your personal circumstances and family responsibilities, how much notice you were given, and the nature of the work.

- 5.31 If you work on a public holiday you are paid the Award public holiday rate, and the 2 hour minimum engagement still applies. **If you refuse reasonably, that will not be held against you.**
- 5.32 Which public holidays apply depends on the State or region you are **based in for work purposes** — not simply where you happen to be on the day. Victoria and New South Wales do not have identical public holidays. If you work across a border, ask us and we will check it.

Accident pay

- 5.33 If you are injured at work and receive weekly workers compensation payments, you may be entitled to **accident pay under the Horticulture Award for up to 26 weeks** from the date of injury.
- 5.34 For a casual employee this is worked out using your **average weekly ordinary hours over the previous 12 months** (or your period of employment if shorter) and **includes your casual loading**. It tops you up to your Award weekly wage; the Award calculation does not include any over-award amount.

This is an Award entitlement on top of workers compensation. Ask us about it if you are injured — we will work it out with you.

Time off for appointments

- 5.35 Where possible, make medical and dental appointments outside your working hours. If that is not possible, talk to your supervisor. As a casual, time you do not work is not paid, but we will work with you on rostering.

6. Health and safety

Which law applies where you work

- 6.1 Health and safety law is State law and the two States we work in are different:
- **Victoria** — Occupational Health and Safety Act 2004 (Vic) and the Occupational Health and Safety Regulations 2017 (Vic). Regulator: **WorkSafe Victoria** — general enquiries **1800 136 089**; urgent or serious incidents **13 23 60**, 24 hours.
 - **New South Wales** — Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2025 (NSW), which replaced the 2017 Regulation on 22 August 2025. Regulator: **SafeWork NSW**, **13 10 50**.

Victoria is not part of the harmonised national work health and safety scheme, so some duties, terms and reporting thresholds are genuinely different between our Victorian sites and Bunargool. If you move between States, ask us — we will tell you what changes.

Our duty and yours

- 6.2 We must provide, so far as is reasonably practicable, a safe workplace, safe systems of work, and the information, training, instruction and supervision you need to work safely.

- 6.3 **Orchard Tech provides personal protective equipment and pays for it in full.** Your pay stays the same — nothing comes out of it for equipment, at any time, for any reason. **Usually the farm hands it to you, because they own the machinery and the chemicals. If the farm does not give it to you, has run out, or what they give you is damaged or does not fit — tell Orchard Tech and we supply it free.** Tell us, not only the farm: that call is the only way we find out. See clauses 9.6 to 9.8.

- 6.4 You must take reasonable care for your own health and safety and for other people affected by what you do, follow reasonable safety instructions, use equipment and protective equipment properly, and report hazards, incidents and injuries.

You have a real safety duty and so do we. The difference is that setting up a safe workplace is our job and the host's job, not something you carry on your own.

Host sites — shared duties

- 6.5 Where you work at a host's site, **both we and the host have health and safety duties. Those duties cannot be transferred**, and we must consult, cooperate and coordinate with the host.
- 6.6 If a host's safety arrangements are inadequate, that is our problem to fix as much as theirs. Tell us.

Stop work if it is not safe

- 6.7 **Stop the task and tell your Orchard Tech supervisor immediately if you reasonably believe that continuing would expose you or anyone else to a serious safety risk**, or that safe procedures, equipment or legal requirements are not in place. Move to a safe place, stay available for other safe work we can give you, and help us sort the problem out. Victoria and New South Wales each have their own formal process for stopping unsafe work, and we will follow the one that applies where you are.
- 6.8 **You will not be penalised for raising a safety concern, or for stopping work in good faith.** It is against the law for us to treat you badly because you raised a safety issue, and we will not. **Beyond that legal protection, Orchard Tech promises as a matter of company policy that you will not lose pay, shifts or future work — and that promise applies whether or not other safe work is available that day.** We will offer you other suitable safe work where there is some.

Reporting hazards, incidents and injuries

- 6.9 Report every hazard, incident, near miss and injury to your supervisor as soon as you can — **even if nobody was hurt.** Near misses tell us where the next injury is going to come from.
- 6.10 We record injuries in the Register of Injuries, investigate what happened, and notify the regulator where the law requires it.

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- 6.11 If you are injured at work, tell us immediately and get first aid or medical treatment. We will help you lodge a workers compensation claim and meet the return-to-work duties that apply in the State where your claim is managed — **Victoria and New South Wales run different systems, with different forms, timeframes and roles.** That work may involve early planning, consulting you and (with your consent) your doctor, finding suitable duties, a return-to-work coordinator, and cooperating with the host and the insurer.

Fitness for work

- 6.12 **Do not attend work impaired by alcohol or drugs** in a way that creates a risk to you or anyone else.
- 6.13 If you are taking medication — prescribed or over the counter — that may affect your ability to work safely, **tell your supervisor** so we can manage it with you. Telling us is the right thing to do and it is not treated as misconduct.
- 6.14 If you are not fit to work safely we may send you home. Where the reason is lawfully prescribed medication taken as directed, we deal with that as a safety issue, not a discipline issue.

Mental health and psychosocial hazards

- 6.15 Psychological health is part of health and safety. Hazards such as bullying, sexual harassment, aggression or violence, excessive workload, and exposure to traumatic events can cause real injury, and we must identify and control them the same way we do physical hazards.
- 6.16 In Victoria, the Occupational Health and Safety (Psychological Health) Regulations 2025 commenced on 1 December 2025 and set out specific duties for this. In New South Wales the Work Health and Safety Regulation 2025 (NSW) and the SafeWork NSW Code of Practice on managing psychosocial hazards apply.
- 6.17 If something at work is affecting your mental health, tell us. **Lifeline — 13 11 14**, 24 hours.

Where to find the safety documents

- 6.18 The **Health and Safety Manual** is Orchard Tech's full safety system — how we check a farm before we send you there, what stops work, and what we do when something goes wrong. **You are given a copy of it, along with this handbook.** The controlled copy is held in the office, and you can ask the Manager for the current version at any time. **But no manual, however good, keeps anyone safe on its own.** What actually protects you is the **one-page card for your site — the worker action card — in your language where a verified translation exists, and always explained so you understand it**, and an **induction where somebody checks that you understood it** rather than asking whether you did. **If you have been given the documents but not the card and the induction, that is our failure, not yours — ring us.**

7. A respectful workplace

Your right

- 7.1 You have the right to a workplace free from **discrimination, sexual harassment, harassment on the ground of sex, conduct that creates a hostile workplace environment on the ground of sex, bullying and victimisation** — at our sites, at host sites, in any transport we arrange, in any accommodation we arrange, and at work-related events.

Discrimination

- 7.2 It is unlawful for us to take adverse action against you because of your **race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin**, or because you are or have been experiencing family and domestic violence.
- 7.3 State law protects further attributes on top of that list. In **Victoria** these include physical features, employment activity, industrial activity, lawful sexual activity, sex characteristics, parental status or status as a carer, personal association, and expunged homosexual convictions. **New South Wales** has its own list. You are protected both at Orchard Tech and in decisions about placing you at a host site.
- 7.4 **You do not need to name a legal category to make a complaint.** If you think you have been treated unfairly for who you are, raise it and we will work it out.

Sexual harassment and sex-based harassment

- 7.5 Sexual harassment is any unwelcome sexual advance, request for sexual favours, or other unwelcome conduct of a sexual nature, in circumstances where a reasonable person would anticipate the possibility that the person harassed would be offended, humiliated or intimidated. **A single incident is enough.**

It can be physical, spoken, written or online. It includes:

- unwelcome touching, or deliberately brushing against someone
- staring or leering
- suggestive comments or jokes, or comments about someone's body
- sexually explicit pictures, posters, emails, texts or messages
- unwanted invitations to go out, repeated after being declined
- requests for sex
- intrusive questions about someone's private life or body
- insults or taunts of a sexual nature
- behaviour that is also a criminal offence — indecent exposure, sexual assault, stalking or obscene communications

It does not have to happen at work, and it does not have to be repeated. It counts if it happens on a job, in transport or accommodation we arrange, at a work event, or between people who work together. If you are not sure whether something counts, tell us anyway — working that out is our job, not yours.

- 7.6 It is also unlawful to harass someone on the ground of sex, or to subject someone to a workplace environment that is hostile on the ground of sex — for example sexist or sexually suggestive comments, jokes or material, even where they are not directed at one person.
- 7.7 **We have a positive legal duty** to take reasonable and proportionate measures to eliminate, as far as possible: **sex discrimination, sexual harassment, harassment on the ground of sex, conduct that creates a workplace environment hostile on the ground of sex, and related victimisation.** That duty is on us — it is not something we can leave to you to complain about after it happens.

The positive duty was introduced into the Sex Discrimination Act in December 2022 and the Australian Human Rights Commission can enforce it. It applies to every business regardless of size.

Bullying

- 7.8 Bullying is repeated unreasonable behaviour towards a person or group that creates a risk to health and safety. We deal with bullying under our **work health and safety duties** — we must eliminate or minimise the risk so far as is reasonably practicable.
- 7.9 You may also apply to the Fair Work Commission for an order to stop bullying or sexual harassment at work.

Reasonable management action

- 7.10 It is not bullying for a manager or supervisor to allocate work, set reasonable standards, give fair feedback, roster reasonably, transfer someone for operational reasons, raise a performance or conduct concern, or take disciplinary action — provided it is done lawfully and reasonably.

What we expect of you

- 7.11 Treat everyone you work with respectfully. Do not engage in this conduct yourself. This applies to how you treat host staff, contractors and members of the public as much as your own colleagues.

If it happens to you, or you see it happen

- 7.12 Tell us. You can raise it with your supervisor, or directly with Hari Yellina if you would rather not go through your supervisor.
- 7.13 We will take it seriously, deal with it confidentially so far as we can, keep you informed, and act on it.
- 7.14 **You will not be treated badly for reporting it**, and neither will a witness. Victimising someone for making or supporting a complaint is itself unlawful and is treated as serious misconduct.

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- 7.15 You can also go straight to an external body at any time — the Fair Work Commission, the Australian Human Rights Commission, the Victorian Equal Opportunity and Human Rights Commission, or Anti-Discrimination NSW. You do not need our permission.

8. Raising concerns and resolving disputes

Talk to us

- 8.1 If you have a concern about your pay, hours, safety, treatment at work or anything else, raise it with your supervisor or with us directly. **If your supervisor is the problem, contact us directly instead.**
- 8.2 Most things are sorted out quickly by a conversation. You do not have to put it in writing to be taken seriously.

If it is not resolved

- 8.3 If you want to raise it formally, put it in writing to Hari Yellina. We will meet with you at a reasonable time and place, investigate, and give you a written outcome, normally within **10 working days** of that meeting.
- 8.4 **You may bring a support person** to any meeting.
- 8.5 If a dispute is still not resolved, the **dispute resolution procedure in the Horticulture Award** applies. First we try to resolve it at the workplace, with your supervisor and then with senior management. **You may appoint someone to represent you.** Either of us may then refer the dispute to the **Fair Work Commission**, which can help the parties reach agreement — it can only make a binding decision if **both** of us agree to that. While a dispute is being dealt with, work continues as the Award requires, subject always to your safety rights.

Consultation

- 8.6 We will consult you about major workplace changes, and about changes to your regular roster or ordinary hours, as the Award requires.

You can always go outside

- 8.7 **Nothing in this handbook, your agreement or PALM Offer, or any policy prevents you from contacting** the Fair Work Ombudsman, the Fair Work Commission, a work health and safety regulator, a labour hire regulator, any other regulator, a union, or a lawyer — **at any time**. You do not need our permission and you do not have to tell us.
- 8.8 **You will not be dismissed, denied work or treated badly** because you exercised a workplace right, made a complaint or inquiry, took part in a dispute process, or contacted a regulator, union or lawyer.

Workplace delegates

- 8.9 If you are a workplace delegate, you have rights under the Fair Work Act and the Award, including representing members' industrial interests, reasonable communication with them, and reasonable access to the workplace and its facilities for that purpose.
- 8.10 **We will not unreasonably hinder, obstruct or prevent you** from exercising those rights, and we will not make false or misleading representations to you. This is a summary and does not limit those rights.

Whistleblower protections

- 8.11 If you have reasonable grounds to suspect misconduct, or an improper state of affairs, in relation to Orchard Tech, you may be able to make a **protected disclosure** under the whistleblower provisions of the Corporations Act 2001 (Cth), or under the Taxation Administration Act 1953 (Cth) for tax-related matters.
- 8.12 The protections cover a range of people connected with the company — including current and former employees, officers, contractors and suppliers and their employees, and specified relatives and dependants.
- 8.13 A protected disclosure can be made to an **eligible recipient** — a director, company secretary, senior manager, auditor or actuary of the company, or someone the company has authorised to receive them — or to **ASIC** or another prescribed authority. You may also disclose to a **lawyer for the purpose of getting legal advice**, and that is protected even if it turns out not to qualify otherwise.
- 8.14 **A purely personal work-related grievance is usually not a protected disclosure** under this regime — for example a dispute about your own engagement, transfer or promotion. Those are dealt with under the process in clauses 8.1 to 8.5 instead, and raising them is still a protected workplace right under the Fair Work Act. There are limited exceptions, so get advice if you are unsure.
- 8.15 There are additional routes for **public interest and emergency disclosures**, but they have strict conditions that must be met first. **Get independent legal advice before using them.**
- 8.16 If you make a protected disclosure:
- **your identity is protected** and cannot be disclosed without your consent, except as the law allows
 - **you are protected from victimisation**, dismissal, demotion, harassment or any other detriment
 - **you can make the disclosure anonymously**
 - you do not lose protection if your suspicion turns out to be wrong, as long as you had reasonable grounds

- 8.17 Separately from that regime, if you are concerned about a criminal offence, a risk to health and safety, or environmental harm, raise it with us or with the relevant regulator directly. **You do not need to work out first whether a statutory protection applies** — tell us or tell the regulator, and we will not treat you badly for it.
- 8.18 If your concern involves the person you would normally report to, contact Hari Yellina directly, or go straight to the regulator. You never have to report a concern to the person it is about.

If your complaint is about the Manager, you do not have to take it to the Manager. You can raise it with Soana (Jo) Fanua, Welfare and Wellbeing Support — 0400 174 471, and she can raise it for you. She works for Orchard Tech, so she is not independent of us — which is why you can also go straight to the Fair Work Ombudsman, a regulator, the PALM Support Service, a union or a lawyer at any time, without telling us first and without taking any internal step.

Underpayment and worker exploitation

- 8.19 If you believe you or anyone else has been underpaid, had money taken unlawfully, been asked to pay money back, been threatened about a visa, or been made to work in unsafe or coercive conditions — **tell us, or tell the Fair Work Ombudsman on 13 13 94.**
- 8.20 You can report anonymously to the Fair Work Ombudsman, including in languages other than English.

9. Conduct and standards

Behaviour at work

- 9.1 Treat colleagues, host staff, clients and members of the public with courtesy and respect. Aggressive, threatening, abusive or intimidating behaviour is not acceptable.
- 9.2 Follow lawful and reasonable instructions from your Orchard Tech supervisor, and reasonable safety and operational directions at a host's site.
- 9.3 You do not have to follow an instruction that is unlawful or that would require you to work unsafely. If you are told to do something you think is wrong, stop and contact us.

Care of equipment and property

- 9.4 Take reasonable care of vehicles, machinery, tools and equipment. Report damage or faults promptly — **reporting damage is what we want you to do, and you will not be penalised for reporting it honestly.**
- 9.5 **We do not charge you for accidental damage, breakage, loss or wear and tear**, and we do not deduct any such cost from your pay. Deliberate damage is a different matter and is dealt with as misconduct.

Clothing, footwear and PPE

- 9.6 Wear clothing suitable for farm and packing shed work and for the weather, and **enclosed footwear** at all times. **If a task requires safety footwear, a protective garment or any other PPE beyond ordinary personal clothing, Orchard Tech supplies it and pays for it — you are never asked to buy it.** Usually the farm is the one who hands it to you; see 9.7. Either way it is free to you.
- 9.7 **Who hands it to you.** Usually the farm does, because they own the machinery and the chemicals. **If the farm does not give it to you, has run out, or what they give you does not fit or is damaged — Orchard Tech supplies it, free.** Who pays for it is between us and the farm. It is never taken out of your pay and you are never asked to buy your own.
- 9.8 **Tell Orchard Tech, not only the farm.** If your PPE is missing, damaged, worn out, the wrong size, or the farm has run out — ring us. That call is the only way we find out, and it is what makes the promise above real. **Do not keep working in gear you know is not protecting you.** Nobody is punished for stopping to say so.
- 9.9 Wear and use the personal protective equipment issued to you, whenever it is required. Look after it and tell us when it needs replacing.
- 9.10 Return uniforms and PPE when your employment ends. **We will not deduct anything from your pay if you do not,** though we may ask you to return it.

Phones and devices

- 9.11 Do not use a personal phone in a way that creates a safety risk — while operating machinery, driving, working at height, or where a site prohibits it. Follow any host site rule about phones.
- 9.12 Keep your phone available where we need to reach you during your working hours — **but never at the cost of doing a task safely.** Do not carry, check or answer a phone while driving (see clauses 11.5 to 11.7), operating machinery, working at height, or doing anything where a distraction could hurt you or someone else. **Deal with it when you are safely stopped.** Outside your working hours, see your right to disconnect at clause 3.19.
- 9.13 If we provide you with equipment, use it for work purposes and look after it.

Social media

- 9.14 Do not post about our clients, host sites, other workers or our business in a way that identifies them and could damage them, and do not post photographs or video taken at a host site without permission.
- 9.15 **This does not stop you from discussing your own pay or working conditions,** raising a safety or workplace concern, or contacting a regulator, union or lawyer.

Confidential information

- 9.16 Keep our genuinely confidential business information confidential — commercially sensitive things such as client lists, pricing and commercial terms.

9.17 **This does not prevent you from:**

- discussing your own pay, hours or conditions of employment with anyone, including other employees
- making a complaint or inquiry to a regulator, a court or the Fair Work Commission
- getting advice from, or giving information to, a union, a lawyer or an accountant
- reporting a safety concern, discrimination, harassment or unlawful conduct
- speaking to a doctor, counsellor, interpreter or support person
- contacting police or an emergency service
- making a protected disclosure, or any disclosure required or permitted by law

Conflict of interest and other work

- 9.18 **If you are not a PALM scheme worker: you may work for other employers.** We do not require you to ask our permission, and casual work with us does not stop you taking work elsewhere.
- 9.19 **If you are a PALM scheme worker: your visa limits who you may work for.** You must not work for another employer, or on your own account, except through a transfer, portability or other arrangement approved by the Department. **See Part P2.** Ask us or your welfare contact before you accept any other work — we will help you do it the right way, and we will never threaten you about your visa.
- 9.20 Tell us if other work means you cannot safely work the hours we offer — particularly fatigue from long or overnight shifts elsewhere — so we can roster you safely.
- 9.21 Tell us if you have an interest that genuinely conflicts with your work for us, so we can talk about it. We will not act unreasonably.

Convictions and charges

- 9.22 If you hold a licence or authority that your work depends on — such as a driver's licence or a high risk work licence — **tell us immediately** if it is suspended, cancelled or subject to conditions.
- 9.23 Otherwise, you are not required to report charges or convictions unrelated to your work. An irrelevant criminal record is not a proper basis for treating you differently.

10. Privacy, monitoring and surveillance

What we collect and why

- 10.1 **These are Orchard Tech commitments.** Different legal rules apply to different records — employee records, job applicants, health information, tax file number information and surveillance are each treated differently by privacy law, and we will not use an exemption to handle your information for an unrelated purpose. We collect, use, store and disclose your personal information **only for purposes connected with your employment**, and as the law requires or permits. That includes your contact and emergency details, tax and superannuation details, bank details, work rights evidence, licences and competencies, hours and pay records, and health information where it is needed for safety, a workers compensation claim or a return-to-work plan.
- 10.2 We may share what is necessary with a host business for the purposes of your placement — for example your name, the work you are trained and licensed for, and site induction records. **We do not give a host your pay records, bank details or health information** unless the law requires it or you agree.
- 10.3 We keep your information secure, keep it for the period the law requires, and take reasonable steps to keep it accurate. **Tell us when your details change.**
- 10.4 Where work health and safety law requires health monitoring for a hazardous substance, we arrange and pay for it, we give you a copy of your report, and we keep it confidential and securely stored with restricted access.
- 10.5 We will not collect health information beyond what is required or authorised for that purpose, or for another lawful purpose such as a workers compensation claim, a return-to-work plan, a genuine fitness-for-work assessment or an emergency.

Data breaches

- 10.6 If your personal information is lost or accessed without authority in a way likely to cause you serious harm, we will act on it, notify you, and notify the Office of the Australian Information Commissioner where the Notifiable Data Breaches scheme requires it.
- 10.6A **If you are a PALM worker, we also tell the Department.** Under the PALM scheme rules we must notify the Department of **any** unauthorised access to, use or disclosure of your personal information, or any loss of it — **whether or not it is serious enough to report to the Information Commissioner**. Where a privacy incident has been identified, we **respond** to a privacy complaint from a PALM worker within **10 business days**, and we assess whether it is an eligible data breach within **30 calendar days** of becoming aware of it.

Monitoring and surveillance

- 10.7 We operate vehicle GPS and telematics in fleet vehicles, while they are in use for work; **cameras fitted inside tractor cabs — video, and we treat every unit as capable of recording sound until the installer confirms otherwise; we do not authorise or rely on recorded sound, and where a unit can record sound that function must be turned off before the camera continues in use;** a camera at the Orchard Tech office located at a host site; and an outdoor **video-only** camera at 12 Happy Valley Rd, Robinvale. The Workplace Surveillance Notice you receive with this handbook is the full disclosure and governs if anything here reads differently.
- 10.7A **A rostering app is being built. It is not running.** If we decide to use an app that records where and when you clock on and off, or that photographs you when you do, **you will get a separate written notice at least 14 days before it starts.** Nothing you sign today is permission for it.
- 10.8 Where we carry out or cause workplace surveillance or monitoring, **we will give you the separate written notice the law requires before it starts** — setting out what is monitored, how, when it begins, whether it is continuous or intermittent, and whether it is ongoing or for a set period.
- 10.9 **In New South Wales, the Workplace Surveillance Act 2005 requires at least 14 days' written notice before NEW surveillance starts** — shorter only if you agree. **The law lets you agree to less; asking for that in writing is our own rule, not the Act's. For a new starter where surveillance is already operating, the rule is different and does not depend on your agreement: you get the notice before your first day, and that is sufficient.** There are further rules for camera, computer and tracking surveillance, and covert surveillance is tightly restricted.
- 10.10 Some host sites operate their own cameras or systems that we do not control. Where we know of these, we will tell you what we know before you start at that site.
- 10.11 Cameras will not be placed in toilets, change rooms or other places where you would expect privacy.

We do not search you

- 10.12 **We do not claim a right to search your person or your personal belongings.** If we ever have a genuine reason to ask you to show us something, we will ask, you may say no, and saying no is not misconduct. Where a criminal matter is suspected, that is a matter for the police.

11. Vehicles and driving

When this applies

- 11.1 This section applies only if your work involves driving an Orchard Tech vehicle, a host's vehicle, or your own vehicle for work with our agreement. Most of our employees do not drive for work.

Licence and authority

- 11.2 Hold a current, valid licence for the vehicle you drive, and our authority to drive it. Show us your licence when we ask.
- 11.3 **Tell us immediately** if your licence is suspended, cancelled or made conditional.

Driving safely

- 11.4 Obey the road laws of the State you are driving in. Wear seatbelts, do not exceed the speed limit, and do not drive while affected by alcohol, drugs or fatigue.
- 11.5 **Do not use a phone while driving.** If you need to make or take a call, or use a map, **park somewhere safe first.** Never text, email or watch video while driving.
- 11.6 **If you are on a learner or provisional (P1 or P2) licence, Orchard Tech's rule is that you do not use a phone or device at all while driving — park safely first.** The law differs between the two States and we hold you to the stricter rule in both, but you should know what each actually says.

Where you are driving	What the law says
New South Wales	You must not use a phone at all while driving — not hands-free, not in a cradle, not on speaker — even when stopped in traffic but not parked. The exceptions are narrow and do not cover navigation.
Victoria	A device in a commercial mounting may run navigation or audio only if it was set up before the journey began , and you must never touch it while driving — not to change a song, not to change a destination. Adjusting it without touching it, by voice or gesture, is not a way around that rule. Pull over and park.
What counts as mounted	The mounting must be commercially designed and manufactured for the purpose , and the device secured in it according to the manufacturer's instructions . A phone wedged in a vent, propped on the dash or held in a lap is not a mounted device.
Penalties	Both States impose a fine and demerit points , and a novice driver can lose their licence. The exact fine and demerit figures change — check the current road authority schedule rather than relying on this handbook for the number.

- 11.7 If you hold a full licence you may use a compliant hands-free or cradle device where the law of the State you are driving in allows it — but our rule is still to park first wherever you safely can.

11.8 If you are too tired to drive safely, **stop and tell us**. We would rather you were late than hurt. You will not be penalised for it.

11.9 Carry only authorised passengers, and make sure they are restrained.

Condition and faults

11.10 Do a pre-start check before you drive. Report any defect or fault as soon as you can and do not drive an unsafe vehicle. Keep the vehicle reasonably clean and free of rubbish.

11.11 Do not modify a vehicle or attach fixtures without our written permission.

Accidents

11.12 If you are involved in an accident: make the scene safe, get medical help if anyone is hurt, call the police where required, exchange details, do not admit liability, and **tell us as soon as you can**. Report it as an incident under section 6.

Fines, tolls and damage

11.13 You are personally responsible for traffic and parking fines you incur. If a fine comes to us we will nominate you as the driver so it goes to you directly. **We will not pay it and deduct it from your pay.**

11.14 We meet the cost of tolls incurred on our business. Personal toll use should be repaid — we will ask you, and we will agree an arrangement. **We will not take it out of your wages.**

11.15 **We do not charge you an insurance excess or repair costs for an at-fault accident**, and we do not deduct any such amount from your pay. Repeated unsafe driving is dealt with as a performance and safety matter, which may include withdrawing authority to drive.

Personal property

11.16 We insure our own property. **Please do not leave valuables in vehicles or at the workplace** — we cannot accept responsibility for personal items.

12. Managing performance and conduct

How we deal with concerns

12.1 If we have a concern about your work or your conduct, we will normally raise it with you informally first, explain what is expected, and give you a fair chance to put it right.

12.2 Where a formal process is needed, **before we make any decision** we will:

- tell you clearly what the concern is
- give you a genuine opportunity to respond
- genuinely consider what you say before deciding
- tell you the outcome and the reasons

-
- 12.3 **You may bring a support person** to any meeting where your conduct or performance is being discussed. We will tell you in advance that you may do so, and we will arrange an interpreter at our cost if you want one.

What we may decide

- 12.4 Depending on the circumstances, an outcome may be no further action, additional training or supervision, a warning, or ending your employment. **We do not suspend employees without pay.** If we need to stand you aside while we investigate something serious, you will be paid for the shifts you were rostered for.

Serious misconduct

- 12.5 We may end your employment without notice for serious misconduct. Serious misconduct has its ordinary meaning, and includes:
- wilful or deliberate conduct inconsistent with continuing your employment
 - conduct causing serious and imminent risk to health and safety, or to the reputation, viability or profitability of the business
 - theft, fraud or assault in the course of your employment
 - sexual harassment, or serious bullying or discrimination
 - deliberately falsifying a time record, or completing one for another person
 - being intoxicated at work to the point of being unfit to perform your duties
 - refusing a lawful and reasonable instruction consistent with your agreement or PALM Offer
- 12.6 **These are examples, not automatic outcomes.** You may show that the conduct did not actually amount to serious misconduct in your circumstances, and we must genuinely consider what you say.
- 12.7 Being unfit for work because of **lawfully prescribed medication taken as directed** is not treated as intoxication. Tell your supervisor under clause 6.13 so we can manage it safely.

What is not misconduct

- 12.8 For the avoidance of doubt, none of the following is misconduct and none will be held against you:
- declining an offer of work **if you are casual** — though if you are a short-term PALM worker, Part P4 still applies to hours you expressly decline. This does not make a full-time or part-time employee's rostered agreed hours optional
 - not answering contact outside your working hours
 - stopping work because you reasonably believe it is unsafe
 - reporting a hazard, incident, injury or near miss
 - reporting that you took a break that was not recorded, or that a record is wrong
 - asking about your pay, classification or hours, or discussing your pay with others
 - contacting the Fair Work Ombudsman, a regulator, a union or a lawyer
 - making a complaint of discrimination, harassment or bullying, or supporting someone else's complaint
 - giving a notice under the employee choice process

13. Ending your employment

AWARD FIGURES vs EVERYONE-FIGURES. Rates and allowances below that come from the *Horticulture Award 2020 [MA000028]* apply where your Schedule names it as your instrument. **Anything below that comes from the Fair Work Act or the National Employment Standards applies to every employee, whatever instrument covers you. If you work in office, accounts or administration, do not use these figures — a different award, or none, applies to you. Ask us and we will confirm your instrument and classification in writing.**

Engagements and the relationship

- 13.1 Each period of work ends at the end of that period. **That does not by itself end your employment relationship with us.**

If you are full-time or part-time — notice and redundancy

- 13.2 If we end your employment we give you **written notice, or payment in lieu**, on the National Employment Standards scale: **1 week** for up to 1 year of service; **2 weeks** for more than 1 and up to 3 years; **3 weeks** for more than 3 and up to 5 years; **4 weeks** for more than 5 years.
- 13.3 **Add 1 extra week** if you are over 45 and have at least 2 years of continuous service.
- 13.4 **Redundancy pay** applies where the National Employment Standards require it. Some exclusions apply and they are checked at the time.
- 13.5 **Any accrued annual leave you have not taken is paid out.**

Time off to look for work

- 13.6 **If we give you notice of termination, you may take up to one day off without losing pay to look for other work**, at times convenient to you after talking to us.
- 13.7 **If the notice is because of redundancy**, that becomes **up to one day in each week** of the minimum notice period. If you take more than one day we may ask you to show proof you attended an interview — a statutory declaration is enough. This replaces the general one-day entitlement above.

Notice

- 13.8 **As a casual employee, neither you nor we are required by the Award or the National Employment Standards to give notice** to end the employment relationship. We will still give you as much notice as we reasonably can, and we ask that you do the same.
- 13.9 **Nothing will be deducted from your final pay if you leave without notice.**

If you are full-time or part-time — resigning

- 13.10 Give the notice required by the award or other instrument identified in your Schedule and by your agreement. We will tell you that period in writing, and we may agree to a shorter one. **We will not deduct anything from your final pay unless the applicable instrument expressly allows it and every legal limit is met.**

If you are casual — resigning

- 13.11 Tell us you are leaving — a message, an email or a conversation is fine. **You do not have to give a reason.** We would appreciate knowing so we can finalise your pay and records.

Final pay

- 13.12 Your final pay will include all hours worked and any other amount owing. Wages and Award amounts are paid by electronic transfer **no later than 7 days** after your employment ends.
- 13.13 Any long service leave you are entitled to is paid within the time your State's long service leave law requires. Where that deadline is earlier than 7 days, the earlier deadline applies to that payment.
- 13.14 **We will not deduct an amount just because your employment is ending.**

Returning our property

- 13.15 Please return any Orchard Tech property you hold — equipment, keys, passes, uniforms and PPE. **We will not deduct the value of unreturned items from your pay.**

Your rights do not end

- 13.16 Ending your employment does not affect any legal right you have, including unfair dismissal and general protections rights if you are eligible.

- 13.17 **Casual employees can be eligible for unfair dismissal.** You generally need to have been engaged on a regular and systematic basis, with a reasonable expectation of continuing work, and to have completed the minimum employment period — **6 months** with an employer of our size. Being called a casual does not by itself rule you out.
- 13.18 **Time limits are short.** An application about unfair dismissal, or about a dismissal that breached the general protections, must reach the Fair Work Commission within **21 days** after the dismissal takes effect. Other claims have different limits. **Get advice immediately** — the Commission is on 1300 799 675.
- 13.19 We keep your employee records for **at least 7 years**, as the Fair Work Act requires, and make them available for you to inspect or copy within the time the Regulations require. Ask us in writing, or contact the Fair Work Ombudsman if you need help getting them.

14. Where to get help

Orchard Tech	Hari Yellina, Manager Orchard Tech — 12 Happy Valley Rd, Robinvale VIC 3549 Email: contact@orchardtech.com.au Phone: (03) 9332 3232 Mobile: 0439 32 32 32
Fair Work Ombudsman	13 13 94 , 8:00 am to 5:30 pm Monday to Friday, not public holidays — pay, entitlements, records, underpayment. Interpreter: 131 450 . Independent of Orchard Tech; you never need our permission and you do not have to tell us.
Fair Work Commission	1300 799 675 — unfair dismissal, general protections, stop-bullying and stop-sexual-harassment orders, disputes.
Translating and Interpreting Service	131 450 , 24 hours — ask them to call any of these numbers for you, in your language. The interpreting is free to you ; the call itself costs a local call and more from a mobile. Free for Fair Work and most government services; a call cost may apply for others.
WorkSafe Victoria — urgent	13 23 60 — serious incidents and emergencies, 24 hours a day, 7 days a week . Use this one if someone has been badly hurt.
WorkSafe Victoria — enquiries	1800 136 089 — general health and safety and workers compensation questions, 8:00am to 5:30pm Monday to Friday.
SafeWork NSW	13 10 50 — health and safety in New South Wales.
Labour Hire Authority (Vic)	1300 545 200 — labour hire licensing and worker concerns.
Australian Human Rights Commission	1300 656 419 — discrimination and sexual harassment.
1800RESPECT	1800 737 732 — family and domestic violence. 24 hours, free, confidential.
Lifeline	13 11 14 — crisis support. 24 hours.
Emergency	000 — police, fire, ambulance.

You never need our permission to contact any of these, and you do not have to tell us that you did.

Part P — PALM scheme workers

Part P applies to you only if you are employed under the PALM scheme. If you are not a PALM worker, you can skip this part. Sections 1 to 14 still apply to you — Part P adds to them. Clause 1.6 explains how the law, your PALM Offer, this handbook and the obligations Orchard Tech owes the Australian Government fit together.

P1. Who this part applies to

- P1.1 You are a PALM scheme worker if you are employed by Orchard Tech under the Pacific Australia Labour Mobility scheme. Orchard Tech is an **Approved Employer** under that scheme and has obligations to you under a Deed of Agreement with the Australian Government and the PALM scheme Approved Employer Guidelines.
- P1.2 You also have a separate **approved PALM Offer of Employment**. That Offer sets your terms of employment. **Nothing in Part P reduces an entitlement you have under the law, the Horticulture Award, the National Employment Standards or your Offer.**
- P1.3 Orchard Tech must comply with **the Deed it has with the Australian Government** and the current PALM Guidelines. Those are obligations we owe the Commonwealth — **they are not your employment contract** — but they require us to give you the protections summarised in this part.
- P1.4 **Your Offer may give you more than the legal minimum, and where it does you get the better deal.** For example, the Award gives one paid 10 minute rest break a day; your Offer gives a paid 10 minute break for every 4 hours you work. **Read your Offer — it is where the detail of your pay, hours, transport, accommodation and deductions lives.**
- P1.5 Part P is a plain-English summary of the **PALM scheme Approved Employer Guidelines v2.1 (27 March 2026)** and the Deed, as they stand at the date of this handbook. **The current Guidelines and the Deed prevail over anything summarised here.** If any of these documents appears to say something different, ask us. We will work it out and get advice if we need to — we will not ask you to choose between them.

P2. Your visa and working for anyone else

- P2.1 **Your visa limits who you may work for.** You must not work for another employer, and must not work on your own account, unless it is through a transfer, portability or other arrangement approved by the Department.
- P2.2 This is different from other Orchard Tech employees, who may take other work freely. **Clause 9.18 does not apply to you — clause 9.19 does.**
- P2.3 If you want to move to another employer or another region there is a proper process, and we will help you use it. **You do not have to come to us first.** You can contact the PALM Support Service, your country liaison officer, the Fair Work Ombudsman, a union or a lawyer at any time, without telling us.

If someone offers you cash work on the side, please ask us before you accept. It can put your visa at risk. We would much rather have that conversation than see you lose your placement.

P3. Deductions from your pay

- P3.1 Section 4 of this handbook applies to you, **and the PALM scheme adds further protections on top**. Deductions must be reasonable, agreed in writing, itemised, and within the limits the PALM Guidelines set.
- P3.2 Deductions for things like accommodation, transport and airfares are only allowed as the PALM Guidelines permit, and **must be shown separately on your pay slip** so you can see exactly what was taken and why.
- P3.3 **You are guaranteed at least \$200 net in your hand each week**. Deductions must not take your take-home pay below that.
- P3.4 **In any week we offer you fewer than 20 hours of work, we pay your accommodation and transport for that week ourselves**. That cost is not charged to you and it is not carried forward as a debt.
- P3.5 **Before you start work we offer you a cash advance of at least \$200**. You can say no, and if you do, no cash-advance deduction is made.
- P3.6 Where we are allowed to recover a cost from you, **it is spread over at least 12 weeks** — unless your placement is shorter than that, or you ask us in writing for a shorter period and your net pay still stays at or above \$200 a week.
- P3.7 Anything we supply and charge you for must be **value for money and charged at cost, with no mark-up**.
- P3.8 **If you withdraw your consent to a deduction, we stop it** and sort out any disagreement before it could restart — unless a court or the Fair Work Commission ordered it.
- P3.9 **We never charge you for:** our own scheme or Deed costs; uniforms or branded clothing; health and safety training; personal protective equipment; required vaccinations; welfare costs unless expressly allowed; accommodation or transport in a week where we offered you fewer than 20 hours; anything that would take your net pay below \$200; or a debt from an earlier placement.
- P3.10 **If a deduction was taken without proper authority, we repay it immediately** and report it to the Department.
- P3.11 **Your Offer lists the deductions proposed for you and the amount of each** — split between up-front costs recovered over at least 12 weeks, and ongoing costs such as accommodation, transport and health insurance. If anything changes, we tell you first.
- P3.12 Ask us at any time for a written statement of what has been deducted and why — the item, the amount, how often, for how long, and the balance left. We will give it to you.

P4. Minimum hours — and the pay you get if we do not offer them

- P4.1 If you are a **short-term** PALM worker, we must offer you at least **120 hours of work in each 4 week period** — about 30 hours a week on average. The 4 week periods are fixed and line up with your pay cycle, so you can tell when each one starts and ends. Ask us and we will tell you.
- P4.2 **If we do not offer you 120 hours, we must pay you for the hours we did not offer** — at your Offer base rate, in the **next pay cycle** after the 4 week period ends. So if we offered you only 100 hours, we top up the missing 20 hours.
- P4.3 **That top-up cannot be taken back from you through any deduction.**
- P4.4 If we make a **reasonable and genuine** offer and you **expressly decline** hours, we do not have to top up the hours you declined.
- P4.5 The 120 hours is adjusted **pro rata** for part weeks — when you arrive, when you leave, and around public holidays.
- P4.6 If you are a **long-term** PALM worker, we must offer you **full-time hours in every week** of your placement.
- P4.7 **Ask us at any time for a record of the hours you were offered and the hours you worked** in the current 4 week period. We keep that record and we will show it to you.

This is money, not just a target. If the hours are not there, the top-up is owed to you automatically — you should not have to ask for it. If you think a period was not topped up correctly, tell us and we will check it. You can also raise it with the PALM scheme directly.

P5. Your accommodation

- P5.1 Where we arrange your accommodation it must meet the standards in the PALM Guidelines, be safe and fit to live in, and the cost must be reasonable and agreed with you in writing before it is deducted.
- P5.2 **Tell us immediately if something is wrong with your accommodation** — heating, cooling, water, electricity, pests, overcrowding, locks, smoke alarms, anything. We will arrange a prompt repair or another effective fix and, if the place cannot safely be brought up to standard, we will arrange suitable alternative accommodation. **You will not be penalised for reporting it.**
- P5.3 Your accommodation is your home while you are here. Our health and safety duties, and your right to a workplace free from harassment and violence, extend to accommodation and transport we arrange.

P6. Welfare and support

- P6.1 You have a **Welfare and Wellbeing Support Person** whose job is to help you with living and working in Australia — health care, banking, sending money home, and any problem at work or where you live.

- P6.2 You are entitled to **face-to-face meetings with them at least every fortnight**, and to a support person located **within 200 km travel distance of each placement** — unless the Department has agreed otherwise. We also give you an emergency contact number that is **answered 24 hours a day**.
- P6.3 You can also get help from your **country liaison officer**, and from support services that are independent of Orchard Tech. **You do not need our permission to contact any of them, and you do not have to tell us that you did.**

Orchard Tech emergency — 24 hours, 7 days	Hari Yellina — 0439 32 32 32 Call this number any hour of any day if something is urgent.
Your Welfare and Wellbeing Support People	Hari Yellina — 0439 32 32 32 · hari@orchardtech.com.au Soana (Jo) Fanua — 0400 174 471 · jo.fanua@orchardtech.com.au Nathan Falvo — 0438 304 302 · nathan@orchardtech.com.au Any of them can help you with living and working here.
Tonga Country Liaison Officer	Rev Sione Palu Vaka — 0434 179 150, clotonga@gmail.com Your country's own representative in Australia. Independent of Orchard Tech; you never need our permission to contact him.
NURSE-ON-CALL — free health advice	1300 60 60 24 — a registered nurse, 24 hours a day, 7 days a week, free from anywhere in Victoria. Use it when you are unwell and not sure what to do.
Robinvale District Health Services	(03) 5051 8111 — 128–132 Latje Road, Robinvale VIC 3549. The hospital.
Robinvale Police Station	(03) 5026 3002 — 95 Bromley Road, Robinvale VIC 3549. Non-urgent: 131 444. In an emergency call 000.
Fair Work Ombudsman	13 13 94 , 8:00 am to 5:30 pm Monday to Friday, not public holidays — pay, entitlements, records, underpayment. Interpreter: 131 450 . Independent of Orchard Tech; you never need our permission and you do not have to tell us.
PALM Support Service	1800 51 51 31 · palm@dewr.gov.au — the Australian Government's 24/7 PALM Support Service Line . Independent of Orchard Tech. You can call it at any hour of any day, and you never need our permission. Routine questions are answered 8:30 am to 6:30 pm AEST. Outside those hours the line is there for anything urgent — if you are worried, call.
Emergency	000

P7. Speaking up, and your visa

- P7.1 **Raising a problem, or asking for help, does not itself cancel your visa.** Orchard Tech cannot cancel a visa — only the Department of Home Affairs can. Visa outcomes depend on your own circumstances, and the special reporting protections have their own eligibility rules, so **get independent advice about your situation.**

- P7.2 The Australian Government runs protections for visa holders who report workplace exploitation — as at August 2026 the Strengthening Reporting Protections Pilot and the Workplace Justice Visa Pilot. Each has its own eligibility rules. Get independent advice about your own situation.
- P7.3 **We will never pressure you to sign a document you do not understand.** Some documents do have to be signed — your approved PALM Offer of Employment is one of them, and your placement depends on it. But you will always have time to read it, ask questions, get independent advice and use an interpreter first. **If you feel rushed, say so — you can ask for more time and we will give it.**
- P7.4 **Asking for time, for an interpreter or for advice will never cost you your job, your placement or your flight home.**
- P7.5 **We will never threaten your visa, your placement or your return home to stop you raising something.** Doing that would breach our obligations as an Approved Employer and could expose Orchard Tech to serious compliance action by the Department — including directions, suspension, or having our approval revoked.
- P7.6 **Orchard Tech — not you — must report certain incidents to the Department**, within set timeframes: **Critical Incidents** as soon as possible and no later than **24 hours from when the incident happened**; **Other Incidents** as soon as possible and no later than **3 business days** after we become aware; and **non-critical incidents** by **5 pm the next business day** (Australian eastern time).
- P7.7 **These are our deadlines, not yours.** Tell us as soon as something happens and we will do the reporting. You never have to work out a reporting deadline yourself.
- P7.8 Where an incident involves you, we will keep you appropriately informed. Sometimes we cannot tell you everything — for example where privacy, someone's safety, your own consent, a direction from police or a regulator, or the integrity of an investigation prevents it.

P8. Arriving, going home, and if things go wrong

- P8.1 We will explain your arrival arrangements, your accommodation and transport, and how you will be paid, before you start work.
- P8.2 Before you go home we will give you a **written reconciliation** of your pay, your deductions and any money owing. Everything owed to you is paid by the earliest deadline that applies under your Offer, the Award or the law — and if any amount can only be calculated after you leave, we will tell you when and how it will reach you.
- P8.3 If your placement ends early — for any reason — you keep every entitlement you have earned, and your right to raise a dispute does not end when your placement does.

Everything in Sections 1 to 14 is yours too — the 10 days paid family and domestic violence leave, the right to stop unsafe work, the right to discuss your pay, the right to an interpreter at our cost, and the right to contact the Fair Work Ombudsman without telling us.

15. Document control

Document	Orchard Tech Employee Handbook
Version	v1.0.9
Drafted	3 August 2026. Approved and issued 7 August 2026 — see the Status row on page 1 and the approval record, which holds the exact hashes of the approved build.
Next review due	3 August 2028 (2 years) — and earlier whenever the law, an award, the PALM Guidelines, our labour hire licence or PALM approval, a listed contact, or an operating arrangement changes.
Replaces	The superseded Employee Handbook dated 03-06-2025, which is withdrawn.
Owner	Hari Yellina, Manager

If you want to know what changed from the previous version and why, ask us and we will explain it.

Acknowledgement

This handbook is approved for issue — Hari Yellina, Manager, 7 August 2026. Sign and date below to confirm you have received it and had the chance to ask about anything in it. **Signing does not give up any right you have**, and you may take it away, read it, and ask questions before you sign.

Please sign and return one copy. Keep the handbook.

Employee name	
Signature	
Date	
Handbook version received	v1.0.9 dated 7 August 2026
Explained in	English / other (state language): _____
Interpreter offered	Yes / No Interpreter used: Yes / No

I confirm that I have received the Orchard Tech Employee Handbook, that I have had the chance to ask questions about it, and that I was offered an interpreter.

Signing this acknowledges that you received the handbook. It does not make the handbook part of your employment agreement, and it does not give up any legal right you have. If you would rather not sign, tell us — we will simply record that we gave it to you.

Orchard Tech representative, name and date