

Health & Safety Manual

Orchard Tech · Victoria and New South Wales

Employer	Suvarnabhoomi Pty Ltd ACN 141 241 769 as trustee for the Suvarnabhoomi Discretionary Trust, ABN 16 102 266 894, trading as Orchard Tech
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Review due	3 August 2027 (annual, and on any event in clause 8.6)
Applies in	Victoria and New South Wales only. Work in any other State or Territory requires this manual to be reviewed first — see clause 1.4.
Applies to	Every Orchard Tech worker, at every site, including every host site. It also binds Orchard Tech's own managers, supervisors and officers.
Status	APPROVED FOR ISSUE. Approved by Hari Yellina, Manager on 7 August 2026 .
Replaces	The superseded Orchard Tech Health and Safety Manual dated 17 September 2021 (129 pages, 38 chapters). That document must not be used once this one issues.

This manual is written for a labour hire business. Orchard Tech does not own the orchards, the packing sheds, the tractors or the chemicals. Hosts do. Hosts train our workers and direct their work. None of that moves our duty as the employer, and this manual exists because that single sentence is where labour hire businesses are prosecuted.

Read Part 2 first. It is the part of this manual that is about what Orchard Tech actually does. Parts 1, 3, 4 and 5 support it.

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Part 1 — The system

How Orchard Tech runs health and safety: the law, who owes what, how we consult, how we manage risk, what we do when something happens, and what we keep.

1. Purpose, scope and how to use this manual

- 1.1 This manual sets out how Orchard Tech manages health and safety. It is written for the people who use it: supervisors placing crews, coordinators answering the phone at 6am, and workers who want to know what to do when something is not right.
- 1.2 **It applies to every Orchard Tech worker at every site**, including sites Orchard Tech does not own or control. It also binds our own managers, supervisors and officers.
- 1.3 It is not a contract and it does not reduce anything in your employment agreement, your PALM Offer, an award or the law. Where this manual and the **Employee Handbook** both deal with a subject, the Handbook governs your employment terms and this manual governs how the work is done safely.
- 1.4 **This manual covers Victoria and New South Wales only.** The two States have different safety laws and this manual states both. If Orchard Tech places workers in any other State or Territory, **this manual must be reviewed and amended before that work starts** — do not assume a Victorian or NSW rule travels.
- 1.5 Two chapters are written as **gates**. A gate is a point where work does not start until someone at Orchard Tech has the evidence to let it start. They are clause 11 (releasing a worker to an assignment) and clause 19 (re-entering a treated block). Everything else in this manual supports those two decisions.

If you only ever read two chapters of this manual, read chapter 11 and chapter 19 — the two gates.

Who this manual is for, and who else gets it. It is written for the people who place workers and run the gates — supervisors, coordinators, the Manager, and anyone deciding whether a crew starts. **It is also given to every worker, with the Employee Handbook.** The controlled copy is held in the office, and **any worker can ask the Manager for the current version at any time and be given it** — by email, on paper, or read through with an interpreter.

Giving a worker this manual is not the same as informing them, and must never be treated as if it were. Clause 7.1 is the test: information, instruction and training in a form the worker actually understands. **A manual this long, in English, does not meet it for a worker who reads English as a second language** — the one-page site card — the worker action card — in their language, and an induction that is talked through with them are what meet it. Hand out the manual because a worker is entitled to see how their safety is managed. **Do not hand it out and consider the duty discharged.**

- 1.6 Words used throughout: a **host** is the business we place workers with. A **placement** is the arrangement with that host. An **assignment** is the specific work a named worker is released to do. **Release** means an authorised person at Orchard Tech has decided, on evidence, that the work may start.
- 1.7 **Two different people are called a supervisor in this business, and this manual keeps them apart.** An **Orchard Tech supervisor** is our employee. They are the only person who can release an assignment, hold it, or withdraw a worker, and they are usually not on the site on any given day. A **site supervisor** is the host's employee who directs the work as it happens — which block, which row, what pace. **The site supervisor directs the work. The Orchard Tech supervisor decides whether the work is work we will supply a worker for at all.** Neither can do the other's job: a site supervisor cannot release or change an assignment, and an Orchard Tech supervisor does not run the day's picking. Where this manual means one of them it says which, and where it says *your supervisor* to a worker it means whichever of the two is in front of them at the time — because a worker who is hurt, frightened or too tired to drive should tell whoever is there, not work out who is on the payroll.

2. The law that applies — Victoria and New South Wales

- 2.1 Orchard Tech operates under **two different safety systems**. They reach similar outcomes by different routes, and the differences are real enough that a single national statement would be wrong in one State.

Jurisdiction	What applies
Victoria	Occupational Health and Safety Act 2004 and the Occupational Health and Safety Regulations 2017 . The duty holder is the <i>employer</i> . Regulator: WorkSafe Victoria . Compliance codes are an evidentiary pathway — following one is deemed compliance, and another method is allowed if it achieves an equal or better standard.
New South Wales	Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2025 , which commenced 22 August 2025 and replaced the 2017 Regulation. The duty holder is the <i>person conducting a business or undertaking</i> (PCBU), and more than one PCBU can owe the same duty at the same time. Regulator: SafeWork NSW .
The NSW change	From 1 July 2026, WHS Act s 26A requires a PCBU to comply with an approved code of practice, or to manage the hazard or risk in a different way that provides a standard of health and safety equivalent to or higher than the code. Codes have become the minimum performance standard rather than only evidence of what is reasonably practicable. The section does not itself require the alternative method to be written down — Annex B is Orchard Tech's own verification control, so that we can show which method we chose and why.

- 2.2 **Where the two States differ, this manual says so at the point it matters** rather than in a table nobody reads. The differences that bite most often are notification thresholds (clause 6), the right to cease unsafe work (clause 4), falls (clause 16) and chemical user requirements (clause 19).
- 2.3 Neither Act allows a duty to be contracted out of, transferred, or discharged by someone else's promise. That is stated here because it is the foundation of Part 2.

*A court has said this plainly, in a case where the contract allocated the training to the host: the effect of such a clause cannot be to let the provider contract out of its statutory obligations. **The provider was convicted anyway.** The matter, the injury and the citation are in the host evidence register.*

3. Who owes what: Orchard Tech, officers, workers and hosts

Orchard Tech

- 3.1 Orchard Tech is the **employer**. We owe our workers a duty to provide and maintain, so far as is reasonably practicable, a working environment that is safe and without risks to health — **including when they are working on a host's property, under a host's supervision, on a host's machine.**

- 3.2 In practice that duty is discharged by doing the things in Part 2: qualifying the host, defining the assignment, releasing it on evidence, verifying the worker was actually inducted and can actually do the task, monitoring, reacting when the work changes, and withdrawing people when a risk is not controlled.

Officers

- 3.3 **The two States impose officer duties differently, and the manual states both rather than picking one.** In **New South Wales**, WHS Act s 27 imposes a **positive, personal duty of due diligence** on officers, owed whether or not the business has breached anything. In **Victoria**, there is no equivalent standalone due-diligence duty: an officer may be guilty where the organisation contravenes the OHS Act and that failure is attributable to the officer **failing to take reasonable care**.
- 3.4 Orchard Tech applies the **NSW due-diligence standard in both States** as its internal minimum, because it is the safer operating position and because the activities it requires are the same ones that evidence reasonable care. **It is not a substitute for the Victorian test and does not automatically satisfy it** — s 144 asks whether this officer took reasonable care in the circumstances of the contravention, which is a question of fact. Officers must keep up to date with safety matters, understand our operations and their hazards, ensure we have and use appropriate resources and processes, ensure information about incidents and risks is received and responded to, and **verify that all of it actually happens**. Verification is the part most often missed: an officer who is told the system works, and does not check, has not verified anything. Clause 8.5 sets out the assurance record.

Workers

- 3.5 Workers must take reasonable care for their own health and safety and for anyone affected by what they do, co-operate with reasonable safety instructions and procedures, use the PPE they are given, and **report hazards, incidents and near misses**.
- 3.6 **No worker is ever required to do something they reasonably believe is unsafe.** Clause 14 says what to do and clause 4.7 protects you for doing it.

Hosts

- 3.7 The host controls the workplace, the plant, the chemicals and the day-to-day supervision, and the host owes its own duty to Orchard Tech workers. In **NSW** the WHS Act makes those duties **concurrent** by design. In **Victoria the host is treated as our workers' employer too**: since 22 March 2022 the OHS Act's definitions of employer and employee extend to labour hire, so the host owes our workers the same duties it owes its own employees — the full **section 21** duty included — while Orchard Tech remains their employer with the same duty. **Section 35A** requires us and the host to consult, co-operate and co-ordinate with each other about the same worker. **Neither State lets either of us hand the duty over**.
- 3.8 **Both duties exist at once.** The host's duty does not reduce ours, and ours does not reduce theirs. Both of us must consult, co-operate and co-ordinate with each other.

- 3.9 **Nothing in this manual, and nothing in any host agreement, makes a host's policy override Orchard Tech's.** If a host rule is stricter, follow it. If a host rule is less safe than this manual, this manual applies and clause 14 is engaged.

*Labour hire providers have been prosecuted for getting clause 3 wrong. **Not one was punished because the host ran a bad toolbox talk. They were punished for not asking.** That is the whole reason Part 2 exists — see clause 9.1.*

4. Consultation, health and safety representatives, and resolving issues

- 4.1 Orchard Tech must consult workers on matters that affect their health and safety, so far as is reasonably practicable. Consultation means sharing information, giving people a reasonable chance to express views, and taking those views into account before deciding — not announcing a decision afterwards.
- 4.2 **No health and safety representative has ever been elected at Orchard Tech.** This clause therefore sets the machinery up rather than describing something that exists.

Designated work groups and HSRs

- 4.3 Any worker may ask Orchard Tech to establish a **designated work group** — a group of workers who share similar conditions or risks, which may span more than one host site. Once asked, Orchard Tech **must** start negotiating the work group within the statutory period. We will not discourage a request, and asking is protected.
- 4.4 A designated work group may elect a **health and safety representative**. An HSR is elected by the workers, not appointed by us. Orchard Tech will provide the time, facilities and assistance an HSR reasonably needs, and will pay for the training an HSR is entitled to.
- 4.5 An HSR's powers include inspecting the workplace, being present at interviews about safety with the worker's consent, requesting a health and safety committee, issuing a **provisional improvement notice**, and **directing that unsafe work cease** where the statutory conditions are met. Orchard Tech will not obstruct any of it.

*Two prerequisites, so that an HSR does not take an action that fails on a technicality. The prerequisites differ by State, and an HSR who uses the wrong one may have the notice set aside. In New South Wales, both issuing a **provisional improvement notice** and **directing that unsafe work cease** require an HSR who has **completed the approved five-day HSR training**, or equivalent training under a corresponding law. In Victoria, the HSR must **consult the person first** about remedying the contravention before issuing a PIN, and a cease-work direction follows **consultation between the employer and the HSR**. Whether Victoria also requires **completed training as a precondition** is not settled in this manual — **check before relying on it**. Orchard Tech funds the training in both States regardless. A **cease-work direction** follows **consultation, not the other way round**. The HSR consults the employer first. **The only exception is a risk so serious and immediate, or imminent, that it is not reasonable to consult first** — then the direction may be given straight away and the consultation happens as soon as practicable afterwards. **An earlier draft of this manual stated that exception the wrong way round.***

Resolving an issue

- 4.6 If a safety issue is raised, we follow this sequence: (a) the worker or HSR raises it with the Orchard Tech supervisor; (b) the supervisor tries to resolve it that day and tells the host if the issue is on the host's site; (c) if it is not resolved, it goes to the Manager, who must take it up formally with the host; (d) if it remains unresolved, any party may ask the regulator to attend. **At no point does an unresolved issue mean the work continues as if nothing was raised.**

Stopping unsafe work

- 4.7 **Orchard Tech's rule is that any worker may stop a task and move to safety where they reasonably believe there is a serious risk from an immediate or imminent hazard.** The statutory position behind it differs by State. **In NSW**, WHS Act s 84 gives the individual worker an express right to cease or refuse that work. **In Victoria**, the OHS Act does not give an identical individual right: protection runs through the employer's duty, the **statutory issue-resolution procedure**, and an **HSR's power to direct that unsafe work cease**. **Orchard Tech's rule applies in both States and is broader than either mechanism.**
- 4.8 A worker who stops work under clause 4.7 **must tell Orchard Tech as soon as they can and remain available to carry out suitable alternative work**, which Orchard Tech may direct if it is safe and appropriate. Stopping work does not break the continuity of your engagement, provided you have not unreasonably refused suitable alternative work.
- 4.9 **Orchard Tech's own policy goes further than the law requires: you are paid for the time you stop work under clause 4.7.** We would rather pay for an hour of stopped work than have a worker weigh up their pay against their safety.
- 4.10 No worker will be dismissed, moved, have hours reduced, or be treated badly in any way for stopping work, raising a hazard, being an HSR, or talking to a regulator. Doing that to a worker is unlawful discriminatory conduct as well as a breach of this manual.

If a supervisor threatens a worker's hours over a safety refusal, that is a serious incident under clause 6 and must be reported to the Manager the same day.

5. Managing risk

- 5.1 For every hazard, Orchard Tech follows four steps: **identify** it, **assess** the risk, **control** it using the hierarchy below, and **review** the control.

Level	What it means here
1. Eliminate	Remove the hazard. Do not do the task, or do it a different way. This is the only control that cannot fail.
2. Substitute	Use something less hazardous — a lower-toxicity product, a platform instead of a ladder.
3. Isolate	Separate people from the hazard — exclusion zones around a spray block, pedestrian lanes in the shed.
4. Engineering	Guarding, ROPS, operator protection devices, interlocks, mechanical aids.
5. Administrative	Procedures, training, signage, rotation, rest breaks.
6. PPE	Last, and never the only control. See clause 26.

- 5.2 **Controls higher in the table are more reliable because they do not depend on a tired person remembering.** A control that consists only of training and a sign is usually the weakest answer available, and if it is the only answer, say so in the risk assessment and explain why nothing higher was reasonably practicable.
- 5.3 **Reasonably practicable** means weighing the likelihood of the hazard, the degree of harm, what is known about the hazard and ways to control it, the availability and suitability of controls, and only after all of that, cost. Cost alone is not an answer.
- 5.4 Risk assessments are written down, dated, and name the person who did them. An undated, unsigned assessment is not evidence of anything.
- 5.5 Controls are reviewed when the work changes, when an incident or near miss occurs, when a worker or HSR asks, and at least annually.

6. Incidents, notification and emergencies

Report everything, internally

- 6.1 Every injury, illness, near miss, property damage event and hazard is reported to the Orchard Tech supervisor **as soon as possible**, and recorded on the Hazard and Incident Report Form. Reporting a near miss is not paperwork for its own sake — the near miss is the one that costs nothing to learn from.
- 6.2 Reporting to the host does **not** discharge the obligation to report to Orchard Tech. We cannot manage what we are not told, and we cannot notify a regulator about something we never heard about.

Notifiable incidents

- 6.3 Some incidents must be **notified to the regulator immediately**. The categories are broadly similar in both States but they are **not identical**, and the correct number depends on where the site is.

Where the site is	Who to call
Victoria — WorkSafe	13 23 60, 24 hours a day, 7 days a week. Notify immediately on becoming aware of a notifiable incident, then give WorkSafe a written record within 48 hours . Keep a copy for at least 5 years . Failing to do either is a separate offence.
New South Wales — SafeWork	13 10 50, 24 hours a day, 7 days a week. Notify immediately by the fastest means.
Preserve the site — Victoria	Do not disturb the site until an inspector arrives or directs otherwise. You may disturb it only to protect the health and safety of a person, to aid an injured person, to take essential action to make the site safe, or to prevent a further incident.
Preserve the site — NSW	Do not disturb the site until an inspector arrives or directs otherwise. You may disturb it only to help an injured person, to remove a deceased person, to make the site safe or minimise a further notifiable incident, to assist a police investigation, or with the regulator's permission.
The difference matters	Removing a deceased person and assisting police are NSW exceptions and are not Victorian ones. "Preserving evidence" is not an exception in either State. Do not act on the other State's list.
Call 000 FIRST	If anyone is hurt or in danger, call 000 for police, fire or ambulance before you call anyone else. A regulator does not send an ambulance. Notify the regulator once the injured person is being cared for.
What 13 23 60 is for	WorkSafe Victoria's line for reporting a notifiable incident — including a qualifying event where nobody was injured , such as an incident that exposed someone to a serious risk. It is not a general advice line.
What 1800 136 089 is for	WorkSafe Victoria general advice , 8:00 am to 5:30 pm Monday to Friday. It is not the line that fulfils immediate incident notification — never use it to report a serious incident.

What has to be notified is also different in each State. These are the tests, not a summary:

Where the site is	What must be notified
Victoria	Notify immediately if (a) someone dies ; or (b) a person required immediate treatment as an in-patient in a hospital — admission is the trigger, whatever the injury turns out to be; or (c) the incident required immediate medical treatment for one of the listed serious injuries; or (d) a person required medical treatment within 48 hours of exposure to a substance ; or (e) the incident exposed a person to a serious risk to their health or safety from an immediate or imminent exposure to an uncontrolled escape, spillage or leakage of a substance; an implosion, explosion or fire; an electric shock; the fall or release from height of plant, a substance or a thing; the collapse, overturning, failure or malfunction of, or damage to, prescribed plant; or the collapse of a building, structure, excavation or shoring — whether or not anyone was hurt — OHS Act 2004 s 37 as amended in 2022. Listed serious injuries are amputation, serious head or eye injury, scalping, electric shock, spinal injury, loss of a bodily function, and serious lacerations. Not every injury that receives medical attention is notifiable — but every hospital admission is , and for the rest the test is <i>immediate</i> treatment for a listed injury or treatment within 48 hours of a substance exposure. "Serious laceration" is not defined in the Act or the Regulations , so judge it on the facts and call if in doubt.
New South Wales	Notify immediately on becoming aware of a death , a serious injury or illness , or a dangerous incident as those terms are defined in the WHS Act. The categories are similar in substance to Victoria's but are separately defined — use the NSW list for a NSW site.
If you are unsure	Preserve the site and call. Do not resolve the question by deciding not to call.

- 6.4 Annex C is the decision tree. **If there is any doubt about whether an incident is notifiable, call the regulator and ask.** A call that turns out to be unnecessary costs nothing. **A notification that never happens is an offence in its own right** — separate from, and additional to, the safety failure that caused the incident. A provider can be penalised twice over one death: once for the failure, and again for not telling the regulator.
- 6.5 The Manager notifies. If the Manager cannot be reached, the supervisor notifies and tells the Manager afterwards. **Nobody waits for permission to make a notification call.**

*The host may owe its own notification duty for the same incident, and ours is not discharged by theirs. Where an incident happens at a host site, Orchard Tech notifies on its own account and does not wait to find out whether the host has called. Tell the host we have notified, and record what they say about their own notification. **Two calls about one incident is the correct outcome; nobody being sure is not.***

Emergencies at a remote site

- 6.6 Orchard blocks do not have street addresses, mobile coverage is unreliable, and an ambulance may take a long time. Before a crew starts at a new site, the Orchard Tech supervisor must know and be able to state: **how an ambulance would be directed to this block**, where the nearest gate is that a vehicle can get through, where the muster point is, who holds the first aid kit, and what to do if there is no phone signal.
- 6.7 That information is recorded on the site record and given to the crew — **not filed**. A worker who cannot say where the muster point is has not been inducted.
- 6.8 Call **000** for police, fire or ambulance. Give the nearest cross road, the block or row identifier, and what three words or GPS coordinates if you have them. Send someone to the gate to meet the ambulance if there is anyone to send.

What must be in place before a crew works remote or alone

Element	What good looks like
Trained first-aid cover	A named, currently trained first aider rostered on that crew , not merely employed somewhere in the business, with a kit they can reach in minutes — including a pressure bandage for snake bite.
A named monitor	One named person, on shift, who knows where this crew is and when they are due to check in. "Someone in the office" is not a monitor.
Check-in interval — with a ceiling	Set by the risk and never longer than 2 hours. 1 hour for lone work, chemical re-entry, heat at High or above, or any site with no reliable signal. Recorded before the crew leaves. An interval nobody can name is not an interval.
Missed-contact escalation — with times that cannot be stretched	Call attempts start immediately at the missed check-in. Someone leaves to physically reach the worker within 30 minutes of the missed check-in, and 000 is called by 60 minutes if the worker has not been reached and spoken to. Named person for each step. A missed check-in is treated as an incident until proven otherwise — not as a flat battery.
Where sudden incapacity is foreseeable — lone work is NOT released	A carried device is no control for a worker who cannot press it. Where the work could plausibly knock a worker out or drop them where they stand — heat at High or above, chemical exposure including treated-block re-entry , work beside water, channels or dams, snake-prone cover, work under or beside plant, anywhere a strike or fall is on the cards — the task is not released as lone work at any check-in interval : pair the work, keep line of sight, or fit an automatic person-down alert that calls without being pressed. The check-in system above is for the worker who can still raise the alarm.

Element	What good looks like
Backup communication — it must work for a worker who cannot move	A second means the worker carries or can reach without walking or driving — a satellite messenger, a UHF radio in reach, or a personal locator beacon. A point they would have to drive to is not a backup: the worker who needs it most is the one who has been bitten, has fallen, or is heat-affected, and cannot get there. Where the only option is a drive-to point, the work is not released as lone work — the crew works in pairs, or somebody stays within sight.
Rescue trigger	What conditions mean stop and get the person out rather than wait: chemical exposure with symptoms, suspected snake bite, heat illness, entrapment, a fall from height, or no contact past the escalation point.
Testing — and a test can be failed	Tested before the season and after any change to the site or crew: the call actually placed, the backup actually used, the access route actually driven and timed — and any person-down alert relied on for lone work triggered in test without being pressed, at the actual block. Each test is recorded pass or fail. No signal, backup did not work, gate locked and nobody could find the block are failures, not results — see clause 6.9.

- 6.9 Gate 1 does not release remote or lone work until every row above is recorded for that site AND every test has passed. If any of it is missing, the work is held.

A recorded failure is not a completed row. If the test call did not connect, if the backup did not work, if the gate was locked or the access route could not be driven — the plan has failed and the work is not released. Fix what failed, test it again, and record the passing retest. Writing down that the backup does not work is not a control; it is a description of an uncontrolled risk.

- 6.10 Nobody works alone where the missed-contact times in the table cannot be met. If the nearest person who could reach them is more than 30 minutes away, or 000 could not be given directions that get an ambulance to the block, the work is done in pairs or it is not done.

7. Training, induction and competence

- 7.1 Orchard Tech provides information, instruction, training and supervision in a form the worker actually understands. That is the legal test, and it is not satisfied by handing an English document to a worker who cannot read English.

How Orchard Tech meets that in practice. Every PALM worker is given a printed copy of the documents that apply to them, and we talk through them together rather than leaving anyone to read alone. Orchard Tech holds a meeting with PALM workers every two months, and any other worker who would like help understanding these documents is invited to come. An interpreter attends those meetings, and the documents that apply to a worker are provided in their own language under clause 7.5 — nobody has to ask for that. Nobody has to ask twice, and nobody has to explain why they are asking.

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- 7.2 Every worker receives an Orchard Tech induction before their first placement, covering this manual's core rules, how to report, the right to stop unsafe work, and who to call. **It is recorded** — what was covered, in what language, whether an interpreter was used, and **what the worker said back**. An induction with no record is an induction we cannot show happened.
- 7.3 Every worker receives a **host site induction** before starting at each new site, and clause 12 requires Orchard Tech to verify that it happened rather than assume it.
- 7.4 **Understanding is checked by conversation, not by signature.** The person giving the induction — ours at the Orchard Tech induction, the host's at the site induction — goes through the points that matter with the worker: where the muster point is, what to do if the host tells them to ride a trailer, when they can stop work. Questions are invited, and an interpreter is used where one is needed. **A signature on an induction sheet records attendance. It is not evidence that anyone understood anything.**
- 7.5 Many Orchard Tech workers read English as a second language and some have limited literacy in any language. **Orchard Tech does not promise a full translation of every document.** What it does promise is this: **the one-page worker action card for the site is provided in the worker's language where a verified translation exists, and every instruction that matters is explained in person by a competent interpreter or bilingual staff member, in a language the worker understands** — with the worker asked to explain it back, and the explanation recorded on OT-F12. Where a verified translation of a document exists it is issued **alongside** the English, never instead of it.
- 7.6 **We do not machine-translate safety wording.** A mistranslated safety instruction is more dangerous than an English one, because it will be relied on. Reasonable care is taken to **match the words the regulators themselves use**: we work from material published by **Fair Work, WorkSafe Victoria, SafeWork NSW and the Department administering the PALM scheme**, we train our translator to use the same terminology and the same dialect, and **the translation is tested before any copy is given to a worker.**
- 7.7 **Where a regulator has already published the material in the worker's language, we use the regulator's own version** — it is written by the body that wrote the rule. **Every SafeWork and WorkSafe poster published in a language our workers read is given to them**, including the seasonal-worker set already held in Tongan covering lifting, moving vehicles, PPE, ladders and elevated work platforms, and working with machines. **From time to time Orchard Tech emails workers a link** so they can take the latest version of that material straight from the regulator.

*The statutory information statements are a deliberate exception. The Fair Work Information Statement, the Casual Employment Information Statement and the labour hire information sheet are issued exactly as the regulator publishes them, in the regulator's own versions. **Orchard Tech does not produce its own translation of a statutory statement** — the issued document has to be the one the law requires.*

*A worker is never left with only an English page. Where no verified translation exists yet, a competent person explains the instruction in a language the worker understands, and **records that it was done**.*

- 7.8 Competence records are kept in the Skills Matrix: what training, when, by whom, and how it was verified. A licence or ticket is recorded with its expiry date and checked before it is relied on.
- 7.9 **A worker should not have to ask for safety information, and should not have to read a manual to get it.** For each site, Orchard Tech issues a **short action card** — a single page, in the worker's language where verified material exists, covering only: what to do if you are hurt, how to call for help and what to say, where the muster point is, when to stop work, and who to ring. **It is handed to the worker at induction, not made available on request**, and the supervisor talks it through with the worker rather than asking whether they understood.

*That card is the worker action card. It carries the muster point, what to say when ringing 000, the Poisons line, when to stop, the sentence to say when asked to do something not released, and who to ring. **Handed over and talked through, and both are recorded on the card itself.***

8. Records, registers and review of this manual

- 8.1 Orchard Tech keeps: the host and site register (clause 9), assignment releases (clause 11), induction and competence records (clause 12), monitoring and site visit records (clause 13), change notices (clause 13.5), treated-block releases (clause 19), the hazard and incident register (clause 6), the unresolved-action log (clause 15.6), risk assessments, the Skills Matrix, plant pre-start checks, PPE issue records, and the officer assurance record.
- 8.2 Incident and exposure records are kept for the periods required by law, and health monitoring records for the long periods that apply to them. When in doubt, keep it.
- 8.3 **A record that cannot be produced did not happen**, as far as a regulator or a court is concerned. That is not cynicism; it is what the prosecutions in clause 9.1 turned on.
- 8.4 Registers are kept in a form that works in the field — reachable on a phone, and usable when there is no signal.

Where the records live. Signed documents are issued and executed through **DocuSign**, and the worker can **download their own copy** at any time — they are not dependent on asking us for it. When a manual or a form changes, the current version goes to an **online repository on orchardtech.com.au** and a link to the new document is sent to every worker it applies to.

What that does not solve, and this manual says so rather than pretending otherwise: signal. A supervisor in a block with no coverage cannot open DocuSign or the website. **The offline route in the controlled forms register is therefore not a fallback, it is the primary method in the field** — the pack is carried on paper, completed on paper, and entered afterwards. A control that only works where there is reception is not a control on these sites.

- 8.5 **Officer assurance.** At least quarterly, the officers review: incidents and near misses and what was done, any notifiable incident and its notification, host performance and any held or withdrawn placement, **interstate placements and each worker's recorded state of connection (clause 29.3)**, the unresolved-action log, training and competence gaps, and worker safety concerns raised. The review is minuted. This is the record of due diligence under clause 3.3.
- 8.6 This manual is reviewed **at least annually**, and immediately on any of: a notifiable incident, a change in the law, a new State of operation, a new host or a materially new task, a regulator visit or notice, or a worker or HSR asking for a review.

Part 2 — Placing workers with a host

The part of this manual that is about what Orchard Tech actually does. Hosts train and direct our workers. This Part is how we discharge a duty over work we do not control.

9. Qualifying a host and a site

- 9.1 **Why this Part exists.** Labour hire providers have been prosecuted for failures Orchard Tech could repeat this season, and the pattern does not vary: the provider handed the workers over, sighted the host's documents without testing them, did not verify training, and did not notice when the host changed the task. Some of those matters involved packing-shed equipment, which is in scope for our workers. One was horticultural labour hire in our own district, and the worker died being moved between work locations.

The prosecutions are deliberately not set out in this manual. They are held in one place — the host evidence register, and the host-facing note written from it — where each matter carries its citation, its class (a court's reasons, or a regulator's published result), a link to the source, and a statement of what it does **and does not** support. **A claim about a case belongs where it can be checked against the source.** This manual states the rules those failures produced. Ask the Manager for the register if you want the matters themselves.

- 9.2 **No worker is placed with a host until the host and the site are qualified.** Qualifying means an authorised Orchard Tech person has assessed the real place and the real task and recorded the result, not that a contract has been signed.

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- 9.3 Before approving a host, Orchard Tech requests and reviews: the host's safety management arrangements, its arrangements for inducting our workers, the plant our workers will use and who maintains it, its chemical application and re-entry system (clause 19), traffic management, amenities including drinking water, shade and toilets, its emergency and first aid arrangements, and its incident notification arrangements.
 - 9.4 Before approving a **site**, an Orchard Tech person visits it wherever reasonably practicable, and records the access route for an ambulance, mobile coverage, muster point, the terrain and its effect on vehicles and ladders, and anything the host has not mentioned.
 - 9.5 **A document is evidence, not proof.** A host contract, warranty, risk assessment, induction sheet or training record tells us what the host says it does. It does not prove the worker understood, can do the task safely, or is still doing the work we released. Clause 12 is where that is tested.
 - 9.6 The host and site record is kept for every host and every site, dated, with the name of the person who assessed it and when it is next due for review.
 - 9.7 **Where a host will not provide the information**, that is itself the finding. Record the request, the refusal and the date. Orchard Tech then either controls the risk another way, narrows the assignment to work that is not affected, or does not place workers there. Clause 15 applies.

10. Defining the assignment and the hazard interface

- 10.1 Every placement has a **written assignment scope**. "Farm work" is not an assignment scope. "General duties" is not an assignment scope. Those phrases are what a provider says after an incident when it did not know what its workers were doing.
- 10.2 The assignment scope records: the host and the specific site or block, the tasks, the plant the worker may use, chemical exposure and re-entry arrangements, the hours and shift pattern, who supervises on site and their contact number, how the worker gets there, and the PPE required and who supplies it.

The hazard interface

- 10.3 Before an assignment is released, Orchard Tech checks the hazards that come with the host's plant, chemicals and traffic against the substantive chapters in Part 3, and records what the host has in place and what is missing.

Interface	What Orchard Tech establishes before release
Plant	What plant will the worker use or work near? Who owns and maintains it? Is it guarded? Does it have ROPS or an operator protection device? What licence or verified competence does it need? — clauses 17 and 22.
Chemicals	Who applies chemicals on this site? What products? How is a treated block released back to workers, and in what form? — clause 19.
Traffic	How do vehicles and pedestrians share the rows, headlands and shed? Where do workers park and walk? — clause 18.
Height	Ladders: what type, whose, what condition, what terrain, and how high does the work actually go? — clause 16.
Environment	Shade, water, heat plan, noise, dust — clauses 20 and 24.

- 10.4 The hazard interface is assessed **once per site and task combination**, not once per host. A second block with different terrain, or the packing shed instead of the field, is a different assessment.
- 10.5 **Every hazard in Part 3 gets one of three answers for this site and task, and there is no fourth answer.** A blank is not an answer — on a completed form it is indistinguishable from *not applicable*, and they mean opposite things.

Answer	What has to be recorded
Applies	Two things, not one. First, what the host has in place, named in full — the document's actual title, version and date, so nobody has to look up a code to know what was relied on. Second, how we know it is actually operating — and a document alone does not answer that. Mark the second half SEEN, TOLD or PAPER ONLY , and read 10.6 before you do.
Does not apply	Say why in one line — <i>no ladders on this block, ground picking only</i> . A hazard ruled out on a wrong assumption is the one that hurts someone, so the reason has to be written down where someone else can disagree with it.
Not known	The assignment is not released for work that touches that hazard. Narrow the assignment to work that does not, or hold it until the answer arrives. Not known is a legitimate answer; releasing anyway is not.

- 10.6 **A document is not a control. It is a claim that a control exists.** The provider in the leading case **had seen the host's paperwork** and was convicted anyway — that is the failure clause 9.1 describes. So every hazard marked *Applies* also records how we know:

How we know	What it means
SEEN	An Orchard Tech person watched it working on this site — the walkway marked and used, the guard on the machine, the water in the block. Name who saw it, and when.
TOLD	A named person at the host described it, and we recorded who and when. Better than a file note; weaker than seeing it.
PAPER ONLY	We hold a document and nothing more. This is the position that got a provider convicted — clause 9.1. It is an honest answer, and sometimes the only one available — but see the gate below.

*For the hazards that kill in this industry — plant the worker operates or works near, vehicle and pedestrian traffic, chemical re-entry, work at height, electricity, heat, and remote or lone work — only **SEEN** releases the work. Not TOLD, and not PAPER ONLY. Either an Orchard Tech person has watched the control working on this site, or the assignment is narrowed to exclude that hazard, or the placement does not proceed. **A description over a ute bonnet is not an observation** — it is the paper-only failure with a conversation added to it. For every other hazard TOLD or PAPER ONLY may stand, and is recorded as such so anyone reading the release later can see exactly what it rested on.*

*Seeing a control is not the same as the control being adequate. On a desk run of this form the traffic row came back **seen** — walkway painted, no barrier. That is an honest SEEN and a **failing** control under clause 22.4. **SEEN** records that you looked; it does not record that what you saw was good enough. Where what you saw is not adequate, that hazard is closed out or excluded like any other.*

- 10.7 **The first site visit is when this is established**, which is why clause 9.4 requires one wherever reasonably practicable. Where a host will not allow a visit, that is recorded, and every killing hazard on that site is **PAPER ONLY by definition** — so the assignment is narrowed accordingly.
- 10.8 The assessment is signed and dated by the Orchard Tech assessor who did it, and it names **what was seen** as distinct from **what was said**. A site that was never visited is recorded as never visited, with what was done instead.

11. Releasing a worker to an assignment — GATE 1

*The record for this gate now exists: the written assignment release. No worker starts on a phone call — the release is written, numbered REL-_____, and signed by someone on the authorised list in the controlled forms register. **What has not happened yet is a live dry run:** the form has not been used on a real placement, and until it has, expect it to need adjusting.*

GATE 1. No worker starts work, and no worker changes site, block, task, plant, chemical exposure, hours or supervisor, until an authorised Orchard Tech person has released it in writing. If the evidence is not there, the answer is not yet. The cost of a delayed start is always smaller than the cost of clause 9.1.

- 11.1 Release is a decision by a named person at Orchard Tech, recorded with the date. It is not the act of sending a worker's name to a host.
- 11.2 An assignment may be released only when all of the following are true:
- the host and the site are qualified and current — clause 9;
 - the assignment scope is written and specific — clause 10;
 - the hazard interface has been assessed and the gaps are either closed or the assignment has been narrowed to exclude them — clause 10.3;
 - **every hazard marked *Applies* also records how we know — SEEN, TOLD or PAPER ONLY — and for the killing hazards ONLY SEEN releases the work: not TOLD, and not PAPER ONLY — clause 10.6;**
 - the worker has had the Orchard Tech induction, and the **host site- and task-specific induction is COMPLETED** — not booked, not arranged — clause 12;
 - Orchard Tech holds a **contemporaneous record of that induction** from the host, and the induction has been **talked through with the worker** — clause 12.3;
 - the worker holds any licence or verified competence the task needs, and it has been sighted, not asserted — clause 12.4;
 - the worker has, and understands, the PPE the task requires — clause 26;
 - emergency arrangements for that site are known and have been given to the worker — clause 6.6;
 - for an interstate placement, the worker's **state of connection has been determined and recorded** — clause 29.3;
 - the worker knows who their Orchard Tech contact is and how to reach them.
- 11.3 **Release is specific.** Releasing a worker to pick fruit in Block 4 does not release them to drive a quad bike, work in the packing shed, spray, or ride on a trailer. Anything not in the assignment scope is not released.

*If a worker must physically attend to be inducted, issue an arrival-only HOLD. It permits attendance, induction and observation **only** — and observation means watching from outside the operating area of any plant, never alone, and never touching the work. It does not permit productive work of any kind, and it is not a release. Final release follows completed induction, the record, the understanding check in clause 7.4, and competence.*

***Standing exclusions.** Ladder work, quad bikes, forklift operation, **applying chemicals** and **entering a treated block** are each **excluded on every release unless deliberately released in writing** — the last two separately, because a release for one is not a release for the other — and the worker holds what clause 12.4 or chapter 16 requires for that work. The written assignment release prints them so the exclusion survives a busy week. As at 7 August 2026 Orchard Tech does not release ladder work at all — see clause 16.1. **Riding on a trailer, tray, drawbar, bin or bucket is not on this list because it is never released** — clause 17.4 has no exception in it.*

- 11.4 **Partial release is allowed and is often the right answer.** If ladder work cannot be assured but ground picking can, release ground picking and say so in writing to the host and the worker.
- 11.5 If work has already started without a release — for example a host has moved someone — that is a change under clause 13.5 and the work stops until it is released or the worker is returned to released work.

12. Verifying induction and competence

- 12.1 **Orchard Tech verifies. It does not assume.** This chapter is the difference between the providers who were prosecuted and the ones who were not.
- 12.2 Before the worker starts, Orchard Tech obtains from the host: what induction the worker received, when, delivered by whom, in what language, and covering what. A signature on a host attendance sheet is a starting point, not the answer.
- 12.3 Orchard Tech then **checks with the worker** — by phone or in person, in a language they understand — the conversation required by clause 7.4. Ask what the job is, what the main danger is, where the muster point is, and what they would do if told to do something unsafe. **If the worker cannot answer, the induction did not work, whatever the paperwork says.**
- 12.4 For any task needing a licence, ticket or verified competence — forklift, quad bike, elevating work platform, chemical application — Orchard Tech sights the document, records its number and expiry, and confirms the person can actually do the task. A host saying "he's experienced" is not competence evidence.
- 12.5 Evidence that is **not enough on its own**: a contract clause saying the host will train; a generic host safety policy; an attendance list with no content; a SWMS the worker has never seen; a verbal assurance; a training record for a different task, a different site or a different machine.

- 12.6 Where the host cannot show the induction happened, Orchard Tech either delivers or arranges the missing instruction itself before work starts, or does not release the assignment.

The first days are when people are hurt — that is when a worker knows least about the site and the plant, and it is exactly when a provider is most tempted to let the host handle it. In the prosecuted matters a first shift cost one worker their fingers, and a second shift cost another his life. The detail is in the host evidence register.

13. Monitoring, worker contact and change control

- 13.1 Placement is not a single decision. Orchard Tech monitors the work for as long as workers are there.
- 13.2 An Orchard Tech supervisor **visits each active site at reasonable intervals**, and always in the first week of a new placement, a new block, or a materially new task. The visit is recorded: date, who attended, what was observed, what was raised, what was agreed.
- 13.3 **Contact with the worker asks about safety, not only attendance.** A conversation about hours worked is a payroll conversation. Ask what the worker is actually doing today, whether it is what we released, whether anything has changed, and whether anything is worrying them.

Change control

- 13.4 **A change to the work is the single most dangerous moment in a placement**, because the assurance that was done no longer matches the work being done. In one prosecuted matter the change was from vineyard work to a controlled burn on a host quad bike. In another it was a move to a different section of a factory, and the worker was killed.
- 13.5 Orchard Tech requires every host to notify us **before** changing a worker's site, block, task, plant, chemical exposure, hours or **site supervisor** — and internally, any change to a remote work plan's **crew, monitor or communications** is treated the same way, because it voids the plan. **A swap between supervisors already named on the release is the one exception: it was assessed at release, it is still notified and recorded, and it does not void the release. Anyone not named is a change, and the hold is automatic.** That requirement goes in the host agreement and is repeated to the site supervisor in person.
- 13.6 **On any such change the assignment is automatically on hold** until it is re-released under clause 11. Re-release may take ten minutes; it may not be skipped.
- 13.7 A worker who is asked to do something outside their assignment should say: *"That is not what Orchard Tech released me for — I need to call them first."* **Doing that is following this manual, and no worker is penalised for it.**
- 13.8 Moving a worker from field work to the packing shed, or from ground picking to ladder work, is a change under this clause.

How often, who, and how it is known to have happened

- 13.9 Every active assignment carries a **contact tier**, set at release and written on the release record. The tier sets the minimum contact interval. Anyone may contact more often; nobody may go longer without re-releasing the assignment.

Contact tier	Minimum contact
Tier 1 — the first four weeks of any new host, new site, new block, or materially new task; any assignment involving plant the worker operates, chemical application (clause 19.9), chemical re-entry, ladders or heights, or remote or lone work; any worker in their first season in Australia	A site visit in the first week, then contact at least weekly, of which at least one contact each month is a site visit. Between visits, contact means speaking to the worker — not the host.
Tier 2 — an established host and site, work the worker has done before, no Tier 1 factor	Contact at least fortnightly, and a site visit at least every eight weeks.
Tier 3 — long-running placements with no change, no Tier 1 factor, and no open issue	Contact at least monthly, and a site visit at least once a season.

- 13.10 **A tier is a floor, not a judgement about how safe a site is.** Any incident, any near miss, any complaint, any hold or withdrawal, and any change under clause 13.5 returns the assignment to Tier 1 for four weeks.
- 13.11 Every assignment has **one named Orchard Tech supervisor** who owns the contact, and a **next contact due date** recorded on the release record. If that person is away, the assignment is reassigned by name before they go. An assignment with no named owner is not released.
- 13.12 **A contact that is not recorded did not happen — and the record is the monitoring and contact log, kept per assignment.** Each contact records the date, who made it, whether it was a visit or a call, who was spoken to, what was asked, what was raised and what was agreed — and sets the next due date. A missed due date is itself an issue to act on, not a gap to fill in later.

*Why an interval and not a judgement. Several of the prosecutions behind clause 9.1 turned on what the provider did **after** placing the worker, not before. A provider that visits when it happens to be nearby has no answer to the question **when did you last see this worker, and how do you know**. A tier, an owner and a due date produce that answer without anyone having to remember.*

What this chapter does not control, said plainly

*Everything above depends on the host telling us, or on the worker stopping the task. Orchard Tech is not on the site most of the time. A host who moves a crew mid-morning without ringing, and a worker who does not feel able to say **that is not what I was released for**, defeats every control in this chapter. That is the pattern in two of the prosecuted matters — and in one of them the worker was killed. This manual does not claim to have closed it.*

- 13.13 What actually reduces it, and none of it is paperwork: the **change-notice term in the host agreement**, said out loud to the site supervisor at the start of every placement rather than left in a contract nobody reads; the **worker's own card** under clause 7.9, in their language, which gives them the sentence to say; **contact the host cannot predict** under 13.9; and **asking the worker what they actually did today**, not what they were released to do — clause 13.3.
- 13.14 **A worker who stops work because the job changed has done exactly what this manual asks**, even if the change turns out to have been harmless. Clauses 4.8, 4.9 and 4.10 apply. If a worker is ever made to feel foolish for it, the control is gone and it does not come back.

14. When the host directs something unsafe

A host supervisor cannot require an Orchard Tech worker to do something unsafe, and cannot override this manual. If a host direction conflicts with this manual, the safer requirement applies.

- 14.1 This chapter exists because hosts train and direct our workers. That is our operating model, and it is lawful — but it means a worker will sometimes be told to do something that this manual prohibits.

What the worker does

- 14.2 **Stop.** Do not do the task. You are not required to, and you will not lose pay, hours or your job for stopping — **clauses 4.8, 4.9 and 4.10**. 4.8 is the statutory position, **4.9 is our promise that you are paid**, and 4.10 protects you from being treated badly for stopping.
- 14.3 **Say so, plainly and without arguing:** "Orchard Tech doesn't allow that. I need to call them." You do not have to justify it or win a debate with a supervisor.
- 14.4 **Call your Orchard Tech contact straight away.** If you cannot reach them, call the Manager. If you cannot reach anyone, do not do the task and wait for suitable other work.
- 14.5 **Stay safe and stay available.** Move somewhere safe, keep working on the released tasks if that is possible, and let us sort it out with the host.
- 14.6 Examples that are always a clause 14 situation: being told to ride on a trailer, a forklift, or in a bin or tractor bucket; being sent into a block that has just been sprayed; being told to use a machine you have not been trained on; being told to work at height without the right ladder or platform; being told to skip PPE; being told to keep working when you are unwell from heat.

What Orchard Tech does

- 14.7 The person who takes the call **does not send the worker back to the task**. They record what happened, contact the host supervisor, and resolve it at the site level if it can be resolved safely and immediately.
- 14.8 If it cannot be, it goes to the Manager the same day and clause 15 is engaged.
- 14.9 **Every clause 14 event is recorded**, whether or not it was resolved easily, and reviewed at the officer assurance review under clause 8.5. A host that generates repeated clause 14 events has a systemic problem and its qualification under clause 9 is reassessed.
- 14.10 Orchard Tech will not place a worker back with a host that has victimised them for refusing unsafe work.

15. Holding, withdrawing and re-releasing

- 15.1 Orchard Tech has the power to remove its workers from a site, and **a duty to use it when a risk is not controlled**. Knowing about an uncontrolled risk and leaving workers there is the worst position we can be in — legally and otherwise.

Step	What it means
Hold	Work on the affected task stops; other released work may continue. Used where a specific control is missing or a change has occurred — clause 13.6.
Withdraw	Workers are removed from the site. Used where the risk is serious, cannot be isolated to one task, or the host will not act.
Re-release	Work restarts only after Orchard Tech has verified the correction and recorded it — clause 15.5.

- 15.2 Any Orchard Tech supervisor may **hold** work immediately. Holding does not need permission and is never criticised.
- 15.3 **Any Orchard Tech supervisor may withdraw workers immediately** where there is a serious risk from an immediate or imminent hazard and holding the task alone would not remove it. They notify the Manager straight away and record the decision. **Nobody waits for a call to be returned while a crew stands in the risk**. The Manager then confirms or varies the withdrawal, and communicates it to the host in writing the same day with the reason and what would need to change.
- 15.4 Withdrawal is required where there is a serious risk from an immediate or imminent hazard that the host will not or cannot control, where a worker has been directed to do something unsafe and the host will not stop, where the host will not give information needed to control a risk, or where a worker has been victimised for raising a safety concern.
- 15.5 **Re-release requires verification, not an assurance**. Orchard Tech confirms the correction — by attending, by seeing evidence, or by a competent assessment — and records what was checked, by whom and when. A host email saying "it's fixed" is not verification.

- 15.6 Anything raised and not yet resolved goes on the **unresolved-action log** with an owner and a date. The log is reviewed at every officer assurance review. **An item that stays on the log without progress is a decision to accept a risk, and it should be recognised as one.**
- 15.7 **Workers are not financially punished for a hold or withdrawal that was not their fault.** We look for other suitable work, and **clauses 4.8, 4.9 and 4.10 all apply — including the pay promise, which stands whether or not other work is available.**

Part 3 — The work that injures people

Ordered by how often it kills or maims in this industry, not alphabetically. Almost all of this plant and chemistry belongs to the host, which is why every chapter here connects back to clause 11.

16. Ladders and working at height

- 16.1 **Orchard Tech does not currently release workers for ladder work.** Ladder work is **excluded by default** on every assignment, and the exclusion is written on the release under clause 11. This chapter exists because that can change — a shed task, a new host, a season where the work is different — and because **an exclusion nobody has written down is not an exclusion.**
- 16.2 **If ladder work is ever to be released, this chapter applies in full and the release must say so in terms.** Falls from orchard ladders are the largest single injury source in tree-fruit work generally, which is why the bar for releasing it is set here rather than left to the day.

The two States are different — do not use one rule

Where	When the fall rules bite
Victoria	The OHS Regulations 2017 fall-prevention duties apply where there is a risk of a fall of more than 2 metres . Below 2 metres the general employer duty still requires the risk to be controlled so far as is reasonably practicable.
New South Wales	There is no general height threshold. The duty applies to a fall from one level to another that is reasonably likely to cause injury. The 2 metre figure in NSW relates to construction work, which is not this business.

No height is treated as safe by default. In **Victoria** the specific Part 3.3 fall duties begin above 2 metres, and below that the general duty to control the risk still applies. In **New South Wales** there is no height threshold at all. **This applies to any work at height, not only ladders** — a bin trailer, a platform, a shed mezzanine, standing on anything. Assess the fall risk on every job.

- 16.3 Before ladder work is released under clause 11, Orchard Tech establishes: what ladders the host supplies, their type and rating, their condition, the terrain they will stand on, and how high the work actually goes.

- 16.4 Control order for height work: **eliminate** it (pick from the ground, use dwarf rootstock rows, use a pole), then **substitute** a safer means (a platform or elevating work platform instead of a ladder), then the **right ladder used correctly**. A ladder is near the bottom of the hierarchy, not the starting point.
- 16.5 Orchard ladders must be industrial-rated, designed for orchard use, in sound condition, and set on firm level ground with the legs properly spread and bedded in. Soft ground, irrigation lines, mounded rows and hidden holes are what put ladders over.
- 16.6 Rules that do not bend: three points of contact when climbing; no standing on the top two rungs; no over-reaching past the stiles; both hands free to climb — bags and buckets are carried on the harness or hoisted, not in a hand; no ladder work in high wind; no ladder on a slope that cannot be levelled.
- 16.7 Ladders are inspected before each use by the person using them and removed from service if damaged. **A worker who reports a damaged ladder is doing their job**, and Orchard Tech takes it up with the host under clause 14.
- 16.8 Elevating work platforms and orchard harvest platforms may be used only by workers with the verified competence, and any required high risk work licence, recorded under clause 12.4.

17. Tractors, quad bikes and mobile plant

- 17.1 Almost all plant our workers encounter belongs to the host. That changes what we do — it does not remove the duty. The hazard interface at clause 10.3 is where this is settled before anyone starts.
- 17.2 **No Orchard Tech worker operates plant that is not in their released assignment**, however briefly, however quiet the paddock, and whoever asks. Being handed the keys is a clause 14 situation.

Tractors

- 17.3 Tractors must have rollover protection and a seatbelt that is worn. Power take-off shafts must be guarded — an unguarded PTO removes limbs in under a second and is one of the oldest killers in agriculture.
- 17.4 **Nobody rides on a tractor, on a tray, in a bucket, on a drawbar, on a trailer or in a bin.** There is no exception for a short distance, the end of the row, or the end of the day.

Riding on a trailer has killed a labour hire worker in this industry, and the employer was prosecuted for never having said it was prohibited. That is why clause 17.4 has no exception in it. If you are asked to ride on a trailer, that is clause 14. The matter is in the host evidence register.

Quad bikes and side-by-sides

- 17.5 Quad bikes kill more people on Australian farms than any other vehicle. Orchard Tech workers do not ride them unless the assignment expressly releases it, the machine has operator protection, a helmet is worn, and competence has been verified under clause 12.4.
- 17.6 **No passengers on a quad bike** unless it is a side-by-side designed and fitted for them, with a seatbelt for each seat. No children, ever.
- 17.7 **A host once moved a farmhand onto a quad bike for work the provider had never asked about, and the provider was prosecuted for it.** Clause 13.5 exists to stop exactly that. The matter is in the host evidence register.

Other plant

- 17.8 Slashers, mulchers, sprayers, augers and conveyors have exposed moving parts. Guards stay on. Nobody clears a blockage, adjusts or cleans plant until it is stopped, isolated and cannot start — and if you do not know how to isolate it, you are not the person to clear it.
- 17.9 Pre-start checks are done by the operator each shift, and faults are reported and the machine tagged out. Orchard Tech records the check for plant our workers operate.

18. Farm traffic, driving to site and fatigue

- 18.1 **This chapter applies to every worker**, not only to those Orchard Tech transports. Most of our workers drive themselves to and from orchards on country roads, often before dawn and after a long shift. That is the exposure this chapter is mainly about.

Driving yourself to and from work

- 18.2 Fatigue is a safety hazard, not a personal failing. The drive home after a long harvest day in heat is when it bites, and a microsleep at 100 km/h on a country road does not give a warning.
- 18.3 **If you are too tired to drive safely, do not drive.** Tell whichever supervisor is there, ours or the host's, and the host's supervisor tells us. Orchard Tech would rather arrange a lift, find you somewhere to rest, or lose the hours than have this conversation with your family. Nobody is penalised for saying they are too tired to drive.
- 18.4 Orchard Tech will not roster a worker in a way that makes a safe drive home unlikely — very long shifts back to back, or a start that follows too soon after a late finish. Supervisors raise it when they see it.
- 18.5 Workers driving their own vehicle to a host site must hold a current licence for that vehicle, and the vehicle must be registered and roadworthy. Learner and P-plate drivers must follow their licence conditions **including the phone rules, which are stricter and which this manual does not override.**

Traffic on the site

- 18.6 Orchard rows, headlands and shed yards mix pedestrians with tractors, forklifts, bin trailers and trucks, often with restricted visibility down a row and engine noise masking approach.
- 18.7 Before a crew starts, Orchard Tech establishes with the host where workers park, where they walk, where vehicles travel, and how a driver knows people are in the row — clause 10.3.
- 18.8 Assume the driver has not seen you. Make eye contact before crossing behind or in front of moving plant. Stay out of the turning circle at the end of a row. High-visibility clothing is worn wherever vehicles and people share ground.
- 18.9 Reversing is the highest-risk movement in a yard. Do not walk behind a reversing vehicle, and do not stand in the blind area to direct one unless you are the trained spotter and the driver can see you.

19. Agricultural chemicals and re-entry — GATE 2

- 19.1 On Orchard Tech's sites the **host buys, stores, mixes and applies the chemicals**. Our workers go into the blocks afterwards. That makes re-entry, not application, the risk that matters most to us — and it is the risk the superseded manual did not mention once.

*The record for this gate now exists: the treated-block release record, numbered G2-_____. It requires every product applied, each application time, each product's own expiry, and **the latest expiry of them all**. If it has not been completed, the crew does not go in — that answer has not changed.*

GATE 2. No Orchard Tech crew enters a treated block on a verbal "it's fine now". Before re-entry, Orchard Tech must hold, in writing: the block identifier; **every product applied**, not just one; the **date and time of application** of each; the re-entry period for each from the label or permit; each product's **expiry worked out from its own application time**; the **calculated earliest entry time, which is the LATEST of those expiries** — a later spray with a shorter interval can outlast an earlier spray's longer one; the Gate 2 release ID; and the name of the person authorising re-entry. **If any of that is missing, the crew does not go in.**

If a label states no re-entry period — NSW. The code says a **minimum of 24 hours** should be observed, **or until the chemical has evaporated, whichever is longer** — **unless appropriate PPE is provided and worn correctly**. Orchard Tech does not use the PPE route to shorten a re-entry period without a written risk assessment naming the product, the PPE and who authorised it. **Victoria.** There is no equivalent published fallback: hold the block until the label, permit, SDS and a risk assessment establish a controlled entry time. **Do not apply the NSW fallback as though it were Victorian law.**

Two things the code adds that are easy to miss. **PPE may still be required after the re-entry period has passed**, if the label or the risk assessment says so — the period ending does not mean bare skin is safe. And **take particular care entering a wet treated crop whatever the elapsed time**, because contact with foliage is what transfers residue.

This is a code obligation, not a statute, and the two must not be confused. In NSW the code is engaged by the s 26A duty from 1 July 2026: comply with it, or use a method giving an equivalent or higher standard. **That statutory equivalence test is a different thing from the PPE exception inside the code, and from Orchard Tech's own practice of writing the decision down.**

- 19.2 Re-entry periods are on the product label and are legally enforceable. They exist because residue on foliage transfers to skin and clothing for a known period after spraying. **A block that looks dry is not evidence that the period has passed.**
- 19.3 **A withholding period is reference only and is never used to decide whether a worker may enter.** It protects the consumer of the produce, not the worker. It is recorded separately from the entry decision so that nobody reads it as an entry time.
- 19.4 Orchard Tech obtains the host's chemical application record before releasing work in any block that is sprayed on a program. Where the host will not supply it, clause 9.7 applies and workers are not released into treated blocks.
- 19.5 **Spray drift.** If spraying is happening in an adjacent block, or if workers can smell chemical, see mist or feel spray, they leave the area upwind and call the Orchard Tech supervisor. That is a clause 14 situation and the work stops.

If one of our workers is to apply chemicals

*Two different things, and the standing exclusion covers each separately. Treated-block entry is going into a block someone else has sprayed — that is Gate 2 and clauses 19.1 to 19.5. **Chemical application** is our own worker doing the spraying — that is this clause onward. A release that excludes one does not exclude the other, and the written assignment release lists them as separate lines.*

- 19.6 **A worker may be released to apply chemicals only if they hold a current AusChem or equivalent chemical-user certificate issued by a registered training organisation, or a current Agricultural Chemical User Permit.** Without one of those, the worker does not spray — there is no supervised exception and no “just this once”. **The two are not always interchangeable: for a restricted-use chemical in Victoria, an ACUP covering the actual product is required regardless of training** — a certificate alone does not release restricted-use spraying. The product check in the gate below is where that is caught.
- 19.7 The certificate or permit is **sighted, its number and expiry recorded, and its currency confirmed** under clause 12.4 before the release is written. An expired certificate is not a certificate.
- 19.8 **The host provides the task-specific PPE for chemical application and gives the training on the product, the equipment and the method,** because the host owns the chemical and the plant. **That does not move our duty.** Before the release, Orchard Tech confirms the PPE exists, fits the worker, is right for the product on the label, and that the training was actually given — recorded, not assumed: **the PPE and its label match go on the PPE issue record, the training on the host induction and training verification record, and the Gate 1 release carries both references. Clause 26.2 still holds: no worker pays for PPE, from us or from a host.**
- 19.9 Chemical application is a **Tier 1** assignment under clause 13.9 for as long as it lasts, and it is one of the standing exclusions in clause 11 — it is released deliberately or not at all.

***The certificate is checked for currency, and the work is checked against the label.** An AusChem or equivalent chemical-user certificate from a registered training organisation is recognised across Australia, so a worker who holds a current one may be released to spray in either State. **What still has to be checked every time is the product:** the label and the safety data sheet govern what may be applied, at what rate, in what conditions, with what PPE and with what re-entry period. **A current certificate is not authority to apply a product the label does not permit. And a small group of restricted-use chemicals needs more than the certificate** — in Victoria an Agricultural Chemical User Permit must cover the actual product before it is applied. The product check at release is where that is caught: the label, the safety data sheet, and any permit the product requires.*

- 19.10 **Health monitoring — the trigger is different in each State, and being on a list is not the whole trigger in either.** In **Victoria**, health monitoring must be provided where an employee is exposed to a substance listed in **Schedule 9** of the OHS Regulations **and the exposure is reasonably likely to have an adverse effect on their health**, and the results recorded. In **New South Wales**, it is required where ongoing work with a hazardous chemical listed in **Schedule 14** of the WHS Regulation creates a **significant risk to the worker's health**. **The trigger is the actual exposure, not the job title.**

Organophosphate pesticides are within both States' lists, so where our workers' spraying creates that exposure, monitoring follows. For organophosphates it includes medical history, physical examination and cholinesterase testing — red cell and plasma — with a baseline before the exposure starts, because a single reading without a baseline is close to uninterpretable.

- 19.11 The **label and safety data sheet for every product our workers apply, or whose treated block they enter**, are obtained from the host, kept with the release record — that collection is the chemicals register for the work — and made available in a form workers can use. A worker who has been exposed and feels unwell is taken to medical care and the SDS goes with them. **A decanted or unlabelled container is never used and never trusted:** treat the contents as unknown, do not touch it, and report it as a hazard under clause 6.
- 19.12 **Act on suspected exposure — do not wait for severe symptoms.** Stop work, move the person upwind, prevent further contact, and follow the first-aid and decontamination instructions on the current label and SDS. **If you suspect poisoning and there is no emergency, call the Poisons Information Centre on 13 11 26** — staffed 24 hours a day from anywhere in Australia.
- 19.13 **In an emergency call 000, not the Poisons line.** Severe symptoms — collapse, difficulty breathing, seizure, loss of consciousness — or headache, nausea, blurred vision, sweating, excessive salivation or muscle twitching that is worsening, mean an ambulance. **Send the current label and SDS with the worker.**

20. Heat, sun and hydration

- 20.1 Robinvale and the Sunraysia summer regularly exceed 40°C, and our workers are outdoors all day. Heat illness escalates from cramps to exhaustion to heat stroke, and **heat stroke is a medical emergency that kills.**
- 20.2 **Neither State prescribes a temperature at which work must stop.** The duty is to control the risk so far as is reasonably practicable, which means the decision is ours and must be made deliberately rather than by default.

- 20.3 Orchard Tech applies a heat response plan on the basis of forecast and actual conditions, including humidity and radiant heat, not the shade temperature alone:

Level and trigger	What happens
Normal — forecast maximum below 30°C	Water available in the row. Shade at breaks. Encourage regular drinking.
Elevated — 30°C to 34.9°C	Increase break frequency. Move the heaviest tasks to the early morning. Check on workers individually, especially anyone new to the climate.
High — 35°C to 39.9°C	Start earlier and finish earlier. Mandatory rest in shade: at least 15 minutes in every hour , and more if the work is heavy or the humidity is high. Buddy system — nobody works alone in a row.
Extreme — 40°C and above	Stop or reschedule the work. Orchard Tech makes this call and tells the host; it is not the host's decision to make about our workers.
Then move up one level for each of these	Humidity above 60 per cent , or the block is under nets or plastic where the air does not move · heavy continuous work — bin filling, ladder work, carrying — rather than paced · workers not acclimatised , in their first week of hot weather or newly arrived · PPE that stops sweat evaporating , including chemical coveralls · no shade within a short walk of where the crew is actually working.

- 20.4 **The forecast is the starting point, not the answer.** Take the Bureau of Meteorology forecast maximum for the nearest forecast location to the block, apply **every** adjustment in the last row of the table above that applies, and **act on the level you end at** — not the level the thermometer alone suggests.
- 20.5 **Who decides, and when.** The named Orchard Tech supervisor for the assignment sets the level **before the crew starts**, from the forecast issued that morning, and records it. If the level is High or Extreme it is told to the crew in a language they understand and to the host, before work begins — not at smoko.
- 20.6 **Conditions beat the forecast.** If the actual conditions are worse than forecast, the level goes up on the day, by whoever is on site, without waiting for anyone to call back. Nobody has ever been disciplined at Orchard Tech for stopping work in the heat, and nobody will be.
- 20.7 **The decision is recorded on the day, in writing** — on the remote work, first aid and emergency plan where one is in force for the site, otherwise as a dated note by the supervisor for that site — the forecast used, the level set, which adjustments applied, who decided, and what actually happened. One line is enough. A heat decision that exists only in someone's memory cannot be reviewed, handed over, or defended.
- 20.8 Cool drinking water is available **in the block, not at the shed**. A worker should not have to walk out of the row to drink.

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- 20.9 Workers new to Australia or returning after time away are not acclimatised and are at higher risk for the first week. The site supervisor watches them specifically every day, and the Orchard Tech supervisor asks about them by name on every visit and every call.
 - 20.10 **Signs to act on:** stopping sweating, confusion, staggering, slurred speech, hot dry skin, collapse. Move the person to shade, cool them with water, call **000**, and stay with them. Do not send someone home alone to sleep it off.
 - 20.11 Sun protection: shade at breaks, long sleeves and collars, broad-brim or legionnaire hats, sunglasses and sunscreen. Orchard Tech supplies sunscreen and it is never deducted from pay. Skin cancer is a work-caused disease in this industry.

21. Hazardous manual tasks — field and packing shed

- 21.1 The injuries here are cumulative rather than dramatic, which is why they are under-reported until someone cannot work.
- 21.2 Field tasks of concern: carrying and emptying picking bags, moving and tipping bins, carrying and setting ladders, sustained overhead reaching when picking or pruning, and repetitive secateur use.
- 21.3 Packing shed tasks of concern: sustained standing on hard floors, repetitive sorting and packing at a machine-set pace, reaching over a moving belt, and lifting cartons and full bins.
- 21.4 Controls in order: reduce what is carried and how far, provide mechanical aids, set bench and belt heights so people are not reaching or stooping, **rotate tasks so the same tissue is not loaded all day**, and allow the pace to be adjusted. Training in lifting technique is the weakest control and is never the only one.
- 21.5 **A line speed set by a machine is a manual-task control that we do not hold.** If the shed pace is causing workers to reach, twist or hurry, raise it with the host under clause 14 and record it.
- 21.6 Report aches and niggles early. An injury reported at the twinge stage is usually managed with a task change; the same injury reported three weeks later is a claim.

22. Packing shed — forklifts, conveyors and guarding

- 22.1 Packing shed work is in scope for Orchard Tech workers. **Two of the prosecutions behind clause 9.1 involve this equipment class**, and in both the worker was new to the machine — one on a first shift, one just moved to the section without the provider being told.
- 22.2 **Moving a worker from the field to the shed is a change under clause 13.5** and requires re-release. **A worker was killed in exactly that situation** — moved to another section without the provider being told. The matter is in the host evidence register.

Forklifts

- 22.3 No Orchard Tech worker operates a forklift without the required high risk work licence, sighted and recorded under clause 12.4, and released in the assignment.
- 22.4 Pedestrians and forklifts must be separated by **something physical** wherever reasonably practicable — a barrier, a rail, a kerb, or an exclusion zone nobody crosses while the machine is running. **A painted walkway is not physical separation.** Line marking helps and is better than nothing, but where it is all there is, that is a lower-order control and the reason it is all there is has to be written down. Nobody walks behind a reversing forklift, and nobody rides on the tynes or the load.

Conveyors, graders and guarding

- 22.5 Every in-running nip point, drive shaft, chain and belt on a grader or conveyor must be guarded. **A guard that has been removed for cleaning and not replaced is the most common way people lose fingers in a shed.**
- 22.6 Nobody reaches into, clears, adjusts or cleans a conveyor or grader while it can move. Stop it, isolate it, and confirm it cannot start. If you do not know how to isolate the machine, you are not the person to clear the blockage.
- 22.7 Loose clothing, long hair, gloves, jewellery and lanyards are entanglement hazards near moving plant. Tie it back, take it off, or stay clear.
- 22.8 **A worker has lost fingers on an unguarded grader because neither the host nor the provider gave induction, machine training or information about the danger points.** Clause 12 is the answer to that, and the matter is in the host evidence register.

23. Snakes, spiders and other biological hazards

- 23.1 Brown snakes are common in Sunraysia orchards and vineyards, particularly around irrigation lines, bin stacks, long grass and stored materials, and most often in the warmer months.
- 23.2 Do not approach, corner or try to move a snake. Back away, keep everyone clear, and tell the site supervisor so the area can be avoided until it has moved on, and tell Orchard Tech if it is somewhere workers have to keep going.
- 23.3 **Snake bite first aid. Keep the person still and calm, and call 000.** Apply a broad **pressure immobilisation** bandage **over the bite** as soon as you can. Then take a second bandage, **start at the fingers or the toes**, and wind it firmly all the way up the limb, over the first bandage and as far up as it will reach. **Splint the limb so it cannot move.** Do not wash the bite, do not cut or suck it, and do not apply a tourniquet. **Do not let the person walk — bring the transport to them.** Movement moves the venom.

- 23.4 Every crew working in snake country must have a pressure bandage in reach and at least one person who knows how to use it. That is checked as part of the site emergency arrangements under clause 6.6.
- 23.5 Redback spiders live under bins, pallets, boxes and equipment. Wear gloves when handling stored bins and shake out anything that has been sitting.
- 23.6 Other biological exposures: bee and wasp stings, which can be life-threatening for a sensitised person; mosquito-borne disease in irrigated districts; and animal or bird droppings in sheds. Workers with a known severe allergy should tell us so their adrenaline autoinjector is available and someone knows where it is.

24. Noise, vibration, dust and diesel exhaust

- 24.1 These are the exposures that do their damage slowly, which is why they get ignored.

Exposure	What it means here
Noise	Packing sheds, graders, blowers, tractors and pumps. Where noise exceeds the exposure standard, controls come first and hearing protection last. Hearing loss is permanent and it is not noticed until it is done.
Vibration	Tractor seats, quad bikes on rough ground, and hand tools. Whole-body vibration is reduced by seat maintenance, tyre pressures, ground speed and job rotation.
Dust	Orchard dust, shed dust and organic dust from produce and packing lines. Respiratory protection is fitted properly or it does nothing.
Diesel exhaust	Tractors, pumps and forklifts, especially in a shed or any enclosed space. Diesel exhaust is a known carcinogen. Ventilate, do not idle engines in enclosed spaces, and keep people out of the plume.

- 24.2 **Audiometric testing is a separate mandatory duty, not something "considered" under the chemical test in clause 19.10.** Where hearing protectors are required to control noise above the exposure standard, both States require a baseline test **within 3 months** of the worker starting that work, and a further test **at least every 2 years**. In **Victoria** it must also be provided **on reasonable request by a health and safety representative**. Orchard Tech pays.

25. Psychosocial hazards, bullying and sexual harassment

- 25.1 Psychosocial hazards are risks to psychological health arising from work — and in Victoria and NSW they must be identified and controlled the same way physical hazards are. This is not a wellbeing section.

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- 25.2 **The Victorian psychological health regulations impose identify, control and review duties on employers generally. There is no employee-number threshold**, and Orchard Tech does not assume it is exempt because of its size.
- 25.3 The hazards that are real in this business:
- **Isolation** — working alone in a block, far from anyone, sometimes without phone signal.
 - **Power imbalance with a host supervisor** from another business who directs the worker's day, and who the worker may feel unable to refuse.
 - **Seasonal and piece-driven pressure**, long hours in heat, and pressure to keep up.
 - **Visa-related fear** — a PALM worker may believe that raising a problem risks their placement or their return. It does not, and this manual says so plainly.
 - **Language and exclusion** — being unable to follow instructions, meetings or jokes, and being left out of information that matters.
 - **Bullying, sexual harassment and racism**, including from host staff or other workers.
- 25.4 **Sexual harassment is a work health and safety hazard and there is a positive duty to prevent it**, not merely to respond after a complaint. Orchard Tech does not wait to be told.
- 25.5 Any worker may raise a concern with their Orchard Tech supervisor or the Manager, in their own language, and the complaint process in the Employee Handbook applies. A worker may also contact the Fair Work Ombudsman, the PALM Support Service, a union or a lawyer **without Orchard Tech's permission**.
- 25.6 **No worker is disadvantaged for raising a psychosocial concern. Clauses 4.8, 4.9 and 4.10 apply to these reports exactly as they apply to a physical hazard** — the pay promise and the protection from detriment included.
- 25.7 Supervisors watch for the signs — withdrawal, a normally reliable worker becoming unreliable, conflict in a crew, someone who has stopped speaking up — and act rather than waiting for a formal complaint.
- 25.8 **Controls follow the same hierarchy as any other hazard, and there is one rule that is easy to get wrong**. Eliminate the risk so far as is reasonably practicable; if that is not reasonably practicable, reduce it so far as is reasonably practicable. Change the work, the workload, the rostering, the supervision arrangement or the site — that is what control means here. **Where a combination of controls is used, information, instruction or training must not be the predominant control**. A toolbox talk about respect, with the same workload and the same supervisor, is not a control.
- 25.9 These controls are reviewed on the triggers in clause 5.5, and after any report of bullying, sexual harassment, aggression, or exposure to a traumatic event.

If the complaint is about the Manager, or the Manager cannot be reached

- 25.10 **A complaint about a person is never given to that person to handle.** If the concern is about the Manager, or the Manager is the reason the worker is worried, the worker does not have to raise it with the Manager first and does not have to raise it internally at all.

Where a worker can go	How
Someone else at Orchard Tech	Soana (Jo) Fanua , Welfare and Wellbeing Support — 0400 174 471 , jo.fanua@orchardtech.com.au. A worker may raise anything with her, including a concern about the Manager, and she may raise it on their behalf. She is an Orchard Tech employee, so she is not independent of the business — that is why the routes below exist and why none of them requires an internal step first.
The safety regulator	WorkSafe Victoria — notifiable incidents: 13 23 60 , 24 hours a day, 7 days a week. WorkSafe Victoria — general advice: 1800 136 089 , 8:00 am to 5:30 pm Monday to Friday; this is not the line that fulfils immediate incident notification . SafeWork NSW — notifiable incidents: 13 10 50 , 24 hours a day, 7 days a week. A worker may contact either regulator directly about any safety matter, including how a complaint was handled.
Pay, conditions and treatment	Fair Work Ombudsman 13 13 94 , 8:00 am to 5:30 pm Monday to Friday, not public holidays. Interpreter: TIS National 131 450 , 24 hours — ask them to call the Ombudsman for you. The interpreting is free to the worker; the call itself costs a local call, and more from a mobile . Both numbers are the ones given to workers in the Employee Handbook.
PALM workers	PALM Support Service 1800 51 51 31 , or palm@dewr.gov.au — the Australian Government line, independent of Orchard Tech and of the host. General support is monitored 8:30 am to 6:30 pm AEST ; outside those hours call it for a serious or critical incident .
A union, a lawyer, or a community legal centre	At any time, without telling Orchard Tech first, and without our permission.

- 25.11 **Nothing in this manual requires a worker to exhaust an internal step before going outside.** Clauses 4.8, 4.9 and 4.10 apply in full to a worker who goes outside: the work is paid, and no worker is stood down, moved, given fewer hours, or has a visa sponsorship or accommodation affected because they raised something. **If that happens, it is itself the more serious matter.**
- 25.12 A complaint may be made **in the worker's own language**, in writing or by speaking to someone, and by another person on the worker's behalf. Orchard Tech arranges the interpreter and pays for it.

26. Personal protective equipment

- 26.1 PPE is **last** in the hierarchy at clause 5.1 because it protects one person, only while worn, only if it fits, and it fails silently. It is never the only control.

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- 26.2 **Orchard Tech supplies the PPE our workers need and pays for it. It is never deducted from pay, and no worker is asked to buy their own.** This matches the Employee Handbook and is not negotiable with a host.
 - 26.3 **How that works in practice.** The host usually supplies the PPE for the task, because the host owns the plant and the chemicals. **Where the host does not supply it, has run out, or what they have does not fit or is damaged, Orchard Tech supplies it — at no cost to the worker, and without an argument about whose job it was.** Who pays is a question between Orchard Tech and the host, and it is never allowed to reach the worker.
 - 26.4 **If your PPE is missing, damaged, worn out, the wrong size, or the host has run out — tell Orchard Tech.** Not only the host: **us.** That call is what makes the sentence above true rather than decorative, and it is the only way we find out that a host's supply has failed. **Do not keep working in PPE you know is not doing its job,** and nobody is penalised for stopping to say so — clauses 4.8, 4.9 and 4.10 apply.
 - 26.5 PPE is selected for the actual task and the actual person: it must fit, be compatible with other PPE worn at the same time, and be usable in the heat. **PPE that does not fit is not PPE.**
 - 26.6 Workers are trained in how to use, fit, clean, store and check their PPE, and must report damaged or worn-out items. Replacement is free and immediate.
 - 26.7 Where respiratory protection is relied on for a real exposure, fit testing is required — a tight-fitting respirator does not seal over a beard, and an unsealed respirator provides no protection while giving every appearance of doing so.
 - 26.8 If a host requires PPE we have not supplied, Orchard Tech supplies it before the worker starts. **A worker is never sent to a task without the PPE it needs on the basis that the host might lend some.**

26A. Electricity — leads, pumps and irrigation

This chapter exists because the register said it did not. Annex B recorded that the NSW approved code on electrical risk was met by nothing in this manual, which was true and honest and still left workers among shed leads and irrigation pumps. An acknowledged gap is not a control.

- 26A.1 **Almost all of this equipment is the host's,** which changes what we verify and changes nothing about our duty. Electricity is one of the killing hazards clause 10.6 lists, and for every one of them **only SEEN releases the work** — not TOLD, and not PAPER ONLY.
- 26A.2 **Water and electricity are together on every one of these sites.** Irrigation, wash-down, packing lines, dew, rain on a lead lying in a headland. Treat every lead in a wet area as live and dangerous until proven otherwise.

- 26A.3 **Residual current devices.** Portable electrical equipment used outdoors or in a wet area is protected by an RCD. Before release, Orchard Tech establishes that RCDs are fitted where they are needed, that they are tested, and who tests them — recorded on the host and site assessment by the **full name of the document relied on**.
- 26A.4 **Leads and portable equipment.** Test-and-tag currency is checked, not assumed. A lead that is cut, taped, joined, cracked, or run through a doorway or across a vehicle route is taken out of service, and the worker who reports it has done their job.
- 26A.5 **A worker does not repair electrical equipment.** Not a lead, not a plug, not a pump, not a switchboard. Report it, tag it, stand clear. This is licensed work.
- 26A.6 **Overhead lines.** Tipping trailers, ladders, harvest platforms and irrigation pipe move into overhead lines. Before any work at height or with a tipping vehicle, the release records where the lines are and what the clearance is — clause 16 and clause 17.
- If someone is in contact with electricity: do not touch them. Isolate at the switchboard or the plug if it is safe to reach, otherwise keep everyone back and call 000. A rescuer who grabs a live casualty becomes the second casualty. Once they are clear and it is safe, start first aid.*
- 26A.7 Any electric shock — including one a worker calls minor — is an incident under clause 6, is reported on the hazard and incident report, and the equipment is taken out of service until it has been checked by a licensed electrician. A shock that did not injure this time is a warning the next one will.

Part 4 — When Orchard Tech provides transport or accommodation

Most workers arrange their own transport and their own housing. This Part applies when Orchard Tech provides either. In practice that is mainly, but not only, PALM workers.

This Part is about the service, not about who you are. If Orchard Tech provides your transport or your accommodation, this Part applies to you. If you drive yourself and rent your own place, clause 18 still applies to you and this Part does not.

27. Transport we provide

- 27.1 Where Orchard Tech provides or arranges transport to and from work, the vehicle and the journey are a workplace and everything in this manual applies to them.
- 27.2 Vehicles used to carry workers must be registered, roadworthy, maintained on schedule, and fitted with a **seatbelt for every person carried**. The number of workers carried never exceeds the number of seatbelts.
- 27.3 **Nobody is carried in a tray, a bin, a trailer, or any space not designed and fitted to carry people.** Clause 17.4 applies to our vehicles exactly as it applies to a host's.

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- 27.4 Drivers must hold a current licence for the class of vehicle, be authorised by Orchard Tech to drive it, and be fit to drive. **A driver who has worked a full day in the heat is a fatigue risk to everyone in the vehicle**, and a driver is never rostered so that the drive home follows a shift that makes it unsafe.
 - 27.5 A driver who is too tired to drive **must say so and must not drive**. Orchard Tech will make other arrangements. No driver is penalised for that, and a driver who is pressured to drive tired should treat it as a clause 14 situation.
 - 27.6 Phones are not used while driving. Learner and P-plate drivers must follow the stricter conditions on their licence, **which this manual does not override in either State**.
 - 27.7 Vehicles carrying workers to remote blocks carry drinking water, a first aid kit including a pressure bandage for snake bite, and a means of calling for help.
 - 27.8 Where a worker arranges suitable transport of their own and Orchard Tech approves it, the employer-transport arrangement and any associated charge stops from that date. The financial side of that is governed by the Employee Handbook and the PALM Offer; **this manual does not create, vary or authorise any deduction**.

28. Accommodation we provide

- 28.1 Where Orchard Tech provides or arranges accommodation, its condition is a health and safety matter and this manual applies to it.
- 28.2 Accommodation Orchard Tech provides must have: working smoke alarms, a clear exit path, safe electrical fittings, working cooking and refrigeration, hot water, functioning bathrooms and toilets, secure doors and windows, adequate ventilation and a means of keeping cool in summer, and enough space and beds for the number of people living there.
- 28.3 **Smoke alarms are tested and the test recorded**, and a worker who reports a dead alarm has it replaced immediately. **A failed or disabled alarm is restored before the accommodation is occupied again**. Deliberate interference is considered separately under the ordinary fair process — but the first response is always to make the alarm work.
- 28.4 Every worker in Orchard Tech accommodation is shown, on arrival: how to get out in a fire, where to gather outside, how to call 000 and what address to give, where the electrical switchboard is, and who to call about a problem with the property.
- 28.5 Accommodation is inspected on a schedule and after any report. Repairs affecting safety — electrical faults, gas, no hot water in cold weather, no working alarm, a door that does not lock — are actioned immediately, not at the next inspection.
- 28.6 Overcrowding is a safety hazard and Orchard Tech does not permit it in accommodation it provides.

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- 28.7 Where Orchard Tech provides accommodation to PALM workers, the PALM Deed and the Approved Employer Guidelines set additional standards, and the Employee Handbook governs what may be charged and deducted. **This manual adds safety requirements; it does not restate, vary or authorise any charge or deduction.**
- 28.8 **Workers are free to choose where they live.** Nobody is required to live in Orchard Tech accommodation, and nobody is disadvantaged at work for choosing to live elsewhere.
- 28.9 **The accommodation Orchard Tech provides is approved under the PALM scheme.** As at 3 August 2026 that is **5 Adcock Road, Robinvale VIC 3549**. Approved accommodation is assessed against the scheme's standards by the department, which is the external check this chapter relies on.

*If the address changes, this clause changes with it, and the new property must be approved before a worker is housed there. If Orchard Tech ever houses a worker in accommodation that is **not** approved under the scheme, the approval check no longer exists and every requirement in this chapter must be satisfied and recorded some other way first.*

Part 5 — Injury management

What happens after someone is hurt: two different compensation schemes, one obligation to help the person back to work.

29. Injury management and return to work

- 29.1 When a worker is injured, the first duty is care: first aid, medical attention, and getting them to help. Everything in this chapter comes after that.
- 29.2 The injury is reported under clause 6, recorded in the register, and assessed for whether it is notifiable under clause 6.3.

Victoria

Victoria	Position
Insurer / agent	DXC Claims Management administers Orchard Tech's Victorian WorkCover policy.
Return to work coordinator	Hari Yellina, Manager. Orchard Tech's rateable remuneration is above the threshold at which an employer must have a return to work coordinator appointed at all times — not only when someone is injured.
Coordinator competency	The legal test is seniority plus appropriate knowledge, skills or experience — WorkSafe recommends , and does not mandate, a particular course. Hari Yellina meets the seniority test as Manager , and the knowledge and experience limb is met by the years spent managing this workforce and its injuries, the claims handled with the agent, and the return to work plans already run.
Obligations	Provide suitable or pre-injury employment so far as reasonably practicable, plan return to work in consultation with the worker and their treating practitioner, and keep doing it for the period the legislation requires.

New South Wales

New South Wales	Position
Insurer	Orchard Tech holds a New South Wales workers compensation policy with icare.
Policy particulars	The policy number, category, commencement and renewal date are held in Orchard Tech's insurance register and are deliberately not reproduced here — for the same reason as the labour hire licence particulars in Annex D. They change on their own cycle, and a manual that may be shown to a host or a worker is not the place for a number that can go stale on the page.
Obligations	The NSW scheme imposes its own injury notification, insurer liaison and recovery at work duties. Where a worker's cover sits in NSW, those are the duties that apply — not the Victorian ones.

Which State's policy covers a worker is decided by the state of connection test, and it is decided BEFORE the placement starts — not reviewed afterwards. The tests run in order: where the worker **usually works**; then where the worker is **usually based**; then the employer's **principal place of business**. A worker's connection can be **New South Wales from their first day**. Holding both policies does not remove the question — it decides which one answers it, and a claim made against the wrong scheme is still a claim in the wrong place.

Six months is not a grace period and not an automatic switch. It is a **disregard**: a genuinely temporary arrangement of six months or less is **ignored** when working out where a worker usually works. It does not mean a connection changes on day 183, and it never licensed uninsured work.

Orchard Tech's position. The great majority of Orchard Tech's work is performed in **Victoria**. For most workers that means they usually work in Victoria, their state of connection is Victoria, and the **Victorian WorkCover policy covers them — including while they are working occasionally in New South Wales**. The New South Wales policy is held for the workers whose connection is New South Wales, and so that cover exists the moment one of them does.

The disregard runs in both directions. icare's guidance to New South Wales employers is the mirror image of the same rule: a worker based in one State who works temporarily outside it, for less than six months at a time, may remain covered by that State's policy. icare also recommends checking the requirements of the State the worker is sent to — which is what clause 29.3 does, and why both policies are held. **This is insurer guidance, not the legislation; where they differ the legislation governs.**

The test is about the worker, not about the business. Most of our work is in **Victoria** is true of Orchard Tech, and it decides no individual case. **A worker placed mainly at a New South Wales property usually works in New South Wales, and their connection is New South Wales —** whatever the rest of the workforce is doing. A worker can also move from one to the other without anyone deciding to change anything. That is why the connection is determined **per worker, per placement**, and never inferred from where the business as a whole operates.

- 29.3 **Control — before each interstate placement starts:** determine and record the worker's state of connection from their actual work history and the intended arrangement, not from how long the placement is expected to last. Reassess whenever the duration, intention or work pattern changes, and again if the work continues beyond six months. Confirm the position with the relevant insurer or agent.
- 29.4 **The state of connection is recorded on the assignment, not carried in someone's head.** It is checked at the officer assurance review under clause 8.5, and a placement whose connection has not been determined is not a placement that has been properly released.

Both States

- 29.5 Orchard Tech supports an injured worker to return to work as soon as it is safe, with suitable duties that fit the medical certificate. Suitable duties are real work, not a chair in the corner.
- 29.6 **No worker is dismissed, moved or disadvantaged for reporting an injury or making a claim.** A worker who is injured at a host site remains our employee and our responsibility.

- 29.7 Where an injured worker is a PALM worker, the welfare and support arrangements in the Employee Handbook apply in addition to this chapter, including the arrangements for medical treatment and insurance.
- 29.8 Injury data is reviewed at the officer assurance review under clause 8.5 — not to count claims, but to find the control that failed.

Annexes

Working documents that change more often than the manual body.

Annex A — Which form goes with which chapter

The forms library already holds tractor, quad bike and ladder checklists that the superseded manual never referred to. **A form that no chapter points at does not get used.** This annex is the index, and it is completed as part of the forms register work.

Chapter	Record
Clause 6 — incidents	the hazard and incident report — replaces the superseded provider form, which asked a worker to notify the former provider
Clause 7 — training	the Orchard Tech induction record — ours, clause 7.2, before a first placement; the induction and training verification record — the host's, clause 12, per site; Skills Matrix
Clause 7.9 — the action card	the worker action card — handed over at induction, in a language the worker understands. Written 7 August 2026, because this manual required a card the system could not produce.
Clause 9 — host qualification	the host and site assessment
Clause 11 — release, Gate 1	the written assignment release — REL-_____
Clause 13 — change control	the change, hold and re-release record — CHG-_____; the monitoring and contact log — MON-_____, one per assignment
Clause 15 — hold and withdraw	the change, hold and re-release record , same record
Clauses 6.6-6.9 — remote work	the remote-work and emergency plan
Clause 19 — chemicals, Gate 2	the treated-block release record — G2-_____; the labels and safety data sheets for every product our workers apply or whose treated block they enter, kept with the release — that collection is the chemicals register for the work (clause 19.11)
Clause 8 — records and authority	the controlled forms register — the identifier scheme, who may authorise a release, storage, offline route and retention
Clauses 16, 17, 22 — plant	the plant pre-start check — one sheet per machine per shift , covering tractor, quad bike, forklift and ladder. Written 7 August 2026; the previous provider's checklists are superseded.

Chapter	Record
Clause 26 — PPE	the PPE issue record — what was issued, by the host or by us, whether it fits, and that nothing comes out of the worker's pay.
Clause 29 — injury	Insurer claim forms; return to work plan

Those two records now exist — the plant pre-start check and the PPE issue record, written 7 August 2026. This annex previously recorded them as the only records it pointed at that were not Orchard Tech documents. They are now, and the previous provider's checklists are superseded.

What the rest of the forms library is, counted rather than asserted. A scan on 3 August 2026 of all 96 files: 8 show a previous provider's name in text a person would read, 81 carry it only inside the file — a style name, a theme, a document property — where no reader sees it, and 7 are clean. None of the 8 is a form this manual relies on; they are COVID-era templates and letters already on the retire list, and the two superseded provider manuals. The file-by-file disposition is held in the forms register, not here.

An earlier draft of this annex said 73 of these forms showed the name to a reader. That figure was wrong and is corrected above. It came from a defective scan that read table markup as though it were prose, so a style name buried in the file was counted as text on the page. The number is recorded here because a safety document that quietly changes a figure it once asserted teaches its readers not to trust the next one.

Annex B — NSW codes of practice register (WHS Act s 26A)

From 1 July 2026, NSW requires compliance with an approved code of practice or a documented method achieving an equivalent or higher standard. This register records, for each code relevant to Orchard Tech's NSW work, whether we follow the code or an alternative method, and where the evidence sits. Taken from SafeWork NSW's published register of approved codes on **3 August 2026**. NSW has its approved codes — read from SafeWork NSW's own register on 3 August 2026 and dispositioned below in full; the ones in the first table bear on Orchard Tech's NSW work. **We follow each code below. Where Orchard Tech ever uses a different method instead, that method must be written into this register and shown to reach an equivalent or higher standard — today there is no such alternative in use, so every row is follow-the-code.**

NSW approved code	Where Orchard Tech deals with it
How to manage work health and safety risks	Every chapter. The hierarchy at clause 5.1 and the review triggers at 5.5 are taken from it.
WHS consultation, cooperation and coordination	The most important one for a labour-hire business. Chapters 4 and 9: duties are shared with the host and cannot be handed over.
Managing psychosocial hazards at work	Chapter 25.
Sexual and gender-based harassment	Chapter 25, including the positive duty.
Hazardous manual tasks	Bin filling, carrying, repetitive picking — chapter 21.

NSW approved code	Where Orchard Tech deals with it
Managing the risk of fatigue at work	Chapter 18: long shifts, the drive home, roster patterns.
Managing the work environment and facilities	Drinking water, shade, toilets, hand washing — chapters 20 and 24.
First aid in the workplace	Clauses 6.6 to 6.9, and the remote-work and emergency plan. Not chapter 11 — an earlier draft of this register said so, and chapter 11 is the Gate 1 release.
Managing risks of falls at workplaces	Chapter 16. Ladder work is excluded by default ; this code governs any height work that is ever released.
Elevating work platforms	Clause 16.8, where a host platform is used.
Managing the risks of plant in the workplace	Tractors, forklifts, conveyors, graders — chapters 17 and 22.
Managing risks of hazardous chemicals in the workplace	Chapter 19, SDS and the register.
Safe use and storage of agricultural and veterinary chemicals	Directly on point. Gate 2, re-entry, and clause 19.6 where our own worker applies chemicals.
Labelling of workplace hazardous chemicals	Decanted or unlabelled containers on a host site — chapter 19.
Managing noise and preventing hearing loss at work	Shed machinery and tractors — chapter 24.
Managing electrical risks	Chapter 26A , written 7 August 2026 because this register recorded that nothing in the manual met it. RCDs, leads, no worker repairs, overhead lines, and the do-not-touch rule for a casualty in contact.
Managing the risks of biological hazards at work	Chapter 23.
Worker accommodation	Chapter 28. Applies because Orchard Tech provides accommodation. Approved May 2026 — newer than the previous draft of this manual and easy to miss.

Considered and recorded as NOT applicable

Listed so that leaving them out is a decision on the record rather than an omission: construction work, demolition, excavation, formwork, safe design of structures, moving plant on construction sites, overhead protective structures, work on roofs, tower cranes, abrasive blasting, spray painting and powder coating, cutting/drilling/grinding concrete, welding, confined spaces, bulk storage silos and bins, stevedoring, forest harvesting, sawmilling, tree works, timber preservatives, asbestos (two codes), waste collection and transport, transport of cash and valuable goods, healthcare and social assistance, horses, respirable crystalline silica, blood-borne viruses, falls in housing construction, and preparation of safety data sheets — **that last one is a duty on the manufacturer or importer, not on us; we receive data sheets, we do not write them.**

If any of those becomes part of our work, it moves up into the table above before the work starts, not after. Confined spaces and silos are the two most likely to change, if a worker is ever asked to enter a bin or a silo — which is currently excluded work.

Victoria works differently. Victoria has compliance codes and guidance, not this section 26A duty. Do not apply a NSW code as though it were Victorian law, or the reverse.

Annex C — Incident notification decision trees

Step	Action
Step 1	Is anyone injured, ill, or was anyone exposed to a serious risk? Give first aid and call 000 if needed. Care first, always.
Step 2	Did it involve a death, a serious injury or illness, or a dangerous incident? If yes, it is likely notifiable — go to step 3. If unsure, go to step 3 anyway.
Step 3	Where is the site? Victoria → call WorkSafe on 13 23 60 . New South Wales → call SafeWork on 13 10 50 . Both lines operate 24 hours a day, 7 days a week.
Step 4 — Victoria	Do not disturb the site. Only exceptions: protect a person's health and safety, aid an injured person, essential action to make the site safe, or prevent a further incident.
Step 4 — NSW	Do not disturb the site. Only exceptions: help an injured person, remove a deceased person, make safe or minimise a further notifiable incident, assist a police investigation, or regulator permission. Do not apply this list in Victoria.
Step 5	Record the notification: who called, when, what was said, and any reference number. Complete any written notification required.
If in doubt	Call and ask. An unnecessary call costs nothing. A missed notification is a separate offence — a provider can be penalised for the safety failure and penalised again for not telling the regulator about it.

Annex D — What the Victorian labour hire licence requires of us

Orchard Tech holds a Victorian labour hire licence. **Two different things are recorded here and they must not be run together.**

Source of the obligation	What that means
A. Conditions on OUR licence	Imposed on this individual licence and not the same for every provider. They must be read off the licence document itself, not assumed from what other providers have.
B. Obligations on EVERY licence holder	Imposed by the Labour Hire Licensing Act 2018 (Vic) on all licence holders regardless of what any individual licence says — including annual reporting and the duty to notify the Authority of specified changes . These apply whether or not they appear as a condition.

Meeting the conditions on our own licence does not discharge the statutory obligations, and the reverse is also true. A provider can be fully compliant with its licence conditions and still breach the Act.

The licence particulars — **number, conditions, nominated officer and expiry** — are held in Orchard Tech's licence register and are deliberately not reproduced here. They change on their own cycle, and a safety manual that may be shown to a host or a worker is not the place for them. **A licence can be suspended or cancelled over safety, and that does not wait for a court** — which is why the register is kept current and the obligations above are met on their own cycle, not when someone asks.

Document control and approval

Field	Detail
Document	Orchard Tech Health & Safety Manual
Version	v0.5.0
Dated	7 August 2026
Prepared by	Orchard Tech. The drafting and independent review history is held in the project record and is not reproduced here
Status	APPROVED FOR ISSUE
Approved by	Hari Yellina, Manager
Date of approval	7 August 2026
The approved build	Identified by the SHA-256 hashes recorded in the approval record held with this manual. Approval attaches to those exact bytes and does not carry across a rebuild — a changed document is a new document and needs approval again.
Known and accepted at approval	Independent review, all findings dispositioned. Every field once marked <i>complete before issue</i> was resolved or moved to the approval record by owner decision on 7 August 2026 — none remains in any document . Outstanding and accepted: no record has yet been used on a live placement . The approval record tracks the open items.
Review due	3 August 2027, and on any event in clause 8.6

This manual is approved for issue. Approved by Hari Yellina, Manager on 7 August 2026. Approval attaches to the exact bytes recorded in the approval record; a rebuilt document is not this document.

 Hari Yellina, Manager — signature

 Date