

18 December 2017

By Email Only: EnforceableUndertakings@worksafe.govt.nz

WorkSafe New Zealand
Auckland

Attention: Channy Mao

Without Prejudice

Dear Channy

Whitford Park Golf Club Inc – Enforceable Undertakings Proposal

1. Further to our previous correspondence and pursuant to s 123 of the Health and Safety at Work Act 2015 Whitford Park Golf Club Inc (**the Club**) wishes to make the following enforceable undertaking proposal in connection with the wood splitter accident involving the Victim on 12 May 2016.

Details of the Club

2. The Club was founded in 1968 and offers a number of facilities including an 18 hole golf course, a Club house with lounge, dining and bar areas, a swimming pool, tennis courts, a picnic area and a children's play area. It is an important part of its local community.
3. The Club employs a team of five professional greens keepers to maintain the Club's grounds and three administrative staff members. It also operates a volunteer ranger scheme where members volunteer to undertake general up-keeping tasks around the Club.
4. The volunteer rangers prepare their own roster and every Thursday morning 12 to 14 volunteer rangers meet at the Club to undertake the tasks.

Details of the accident, surrounding events and injury

5. On 12 May 2016 Bob Donnelley and the Victim were part of that week's volunteer ranger group.
6. Mr Donnelley and the Victim were tasked with splitting wood that had been pre-cut by the green keepers. Mr Donnelley and the Victim used a wood splitter that was owned by the rangers group.
7. At that time it was the Club's policy to ensure at least two people worked as a team to load the splitter in order to avoid any lifting injuries that might occur when lifting and

loading the wood to be split. Notwithstanding this, it was the Club's policy that only one person could operate the wood splitter.

8. Mr Donnelley was the person tasked with operating the wood splitter as he had received training in this regard and had operated the splitter previously. The Victim was tasked to assist Mr Donnelley to load the wood into the wood splitter.
9. After attempting to split a particular log Mr Donnelley found that the log had not separated. The log was repositioned and while being split a second time a knot in the log caused it to twist and knock the Victim's right hand, dragging it into the splitting area. As a result the Victim's right index finger was crushed between the hydraulic ram or metal back plate and the log. The Victim immediately received first aid and was taken to hospital.
10. As a consequence of the injury the victim's finger was amputated at the second joint from the top of the finger as a consequence of the resulting injury.

Enforcement notices issued that relate to the contravention

11. A Notice of removal or retention of sample, material, substance or things was issued to the Club on 13 May 2016 (notice number WSNZ14410).
12. The following items were removed from the Club
 - 12.1 One pair of gloves that were worn by the Victim on May 12 2016, the date of the accident; and
 - 12.2 One instruction manual for "vertical and horizontal log splitters, standard and duro glide models."
13. The reason for removal indicated on the notice was to determine the nature of any material or substance in the workplace.
14. A prohibition notice was issued by WorkSafe with regards to the wood splitter on 13 May 2016. This notice prevented use of the wood splitter until WorkSafe agreed to lift/remove the notice.

Rectifications

15. The Club is, and has always been, committed to preventing harm occurring to all persons working at and using its facilities. As an assurance that the Club is committed to preventing the accident from occurring again, the Club has done the following
 - 15.1 The Club has undertaken a complete review (which began prior to the accident in February 2016) of all the Clubs health and safety procedures, including development and implementation of a safe operating procedure for the operation of the Club's wood splitter.

- 15.2 The documents specifically related to the wood splitter include:
- (a) The safe operating procedure (tool box safe operating procedure - wood splitter) published November 2016;
 - (b) The wood splitter use checklist – before, during and after use; and
 - (c) The Tool Box Risk Assessment for the wood splitter published September 2016.
- 15.3 The Club is currently undertaking a review of safety procedures for all hazards associated with the operation and upkeep of the Club's golf course with a view to making improvements to minimise any future risk;
- 15.4 The Club has developed and implemented an induction training session and subsequent ongoing training and toolbox sessions that include specific instructions on the safe use of the wood splitter.
16. In addition to the above, the Club has directed that the wood splitter may no longer be used on the Club's grounds, or even stored in the Club's premises.
17. The Club is not able to accurately set out the cost of these actions in dollar terms because a lot of the work has been undertaken by its Superintendent (Marty Burger) and its General Manager (Scott Bower). However, it estimates that the work has cost the Club approximately 250 hours spread across Mr Burger, Mr Bower and the Club's health and safety consultant, Kevin Park of NZ WorkSafe.

Support provided to the Victim

18. The Club has supported the Victim, sent flowers to the Victim following the accident and offered to help the Victim with any of his needs.
19. The Victim is now back volunteering at the Club in the same capacity as before the incident and had been doing this since approximately October 2016.

Offer of amends or payments made to the Victim

20. The Club put the Victim's membership (and fees) on hold from the time of the accident until he was able to return to full capacity in October 2016.
21. The Club has provided the Victim with free unlimited coaching to assist him with his recovery and to adapt to his injury. This offer remains open to him.
22. The Club has offered the Victim an honorary membership at no charge. The membership entitles the Victim to full playing rights at the golf course, discounts at the Club's bar and pro-shop and family access to the Club's facilities. The annual membership fee to the Club for the Victim is currently \$1,650 per year. The Club anticipates that given the Victim's age and health he will be able to use the membership for at least another 5 to 10 years.

Auditing of the Club's health and safety management system

23. For a number of years the Club has contracted an independent health and safety consultant, Kevin Park of NZ WorkSafe, to provide expert and independent health and safety advice.
24. Mr Park incorporated a health and safety process manual into the Club's health and safety systems a number of years ago. Since then the Club has worked with Mr Park to constantly update, develop and improve that system. The Club now uses a digital platform to manage its health and safety system. This platform, amongst other things, records site checks, monitors compliance and certifications, tracks hazards, records incidents and schedules and provides notifications of relevant dates and reminders.
25. Mr Park conducts quarterly health and safety reviews with the Club. These reviews include conducting a health and safety meeting with staff, reviewing the Club's health and safety systems, reviewing hazards and updating the hazard register (if needed).
26. Mr Park also conducts annual audits of the Club's health and safety system.
27. The Club also contracts a professional independent auditor approved by the Accident Compensation Corporation to conduct a bi-annual health and safety workplace safety management practice audit. This is in accordance with unit standard 4801.
28. This is a voluntary audit process, which the Club has participated in for approximately 10 years. This audit process gives a ranking of the pass mark (if a pass is awarded) with the tertiary level being the highest level. The Club is ranked in the tertiary level.

Consultation undertaken with respect to this proposal

29. In order to review, draft, implement and monitor its revised health and safety policies and procedures, as well as preparing its proposed undertakings, the Club has consulted with its employees and its volunteers, an independent consultant and with WorkSafe NZ.
30. The Victim is of the view that an enforceable undertaking is an acceptable alternative to prosecution.

Acknowledgment that WorkSafe NZ alleges that a contravention occurred

31. The manufacturer's operating manual for the wood splitter states that only one person is to operate and load the wood splitter. However at the time of the accident, it was the Club's policy to have at least two people lifting the wood for splitting onto the splitter. The Club acknowledges that despite its best intentions to ensure the volunteer rangers avoided injury through excessive lifting, the requirements in the manufacturer's operating manual and the guidelines set out in the WorkSafe NZ Log Splitter Hazard Bulletin regarding a single operator and loader were not followed.
32. The Club understands that WorkSafe NZ holds the same view – that only one person should have been operating and loading the wood splitter. The Club further understands that its risk assessment of the use of the wood splitter should have referenced the manufacturer's operating manual and WorkSafe's NZ Log Splitter Hazard Bulletin.
33. The Club acknowledges that WorkSafe is of the view that the Club breached the Health and Safety at Work Act 2015.

Statement of regret, appropriateness of undertaking and commitment to prevention

34. The Club deeply regrets the accident and the harm that it has caused to the Victim. It is committed to ensuring that such an accident will never happen again.
35. The Club considers itself a key part of its local community. The Club works with people of all ages and provides a positive source of recreation. The Club is committed to keeping its workers and members safe. Although the Club did have health and safety policies in place, it has recognised that those policies needed to be reviewed and, as mentioned above, has reviewed and revised all its health and safety policies (not just the ones concerning the wood splitter).
36. The revision of these policies and the prevention of use of the wood splitter mean that there are now procedures in place to prevent the circumstances associated with the Victim's accident from ever happening again.
37. The Club's operations are focused on providing recreational areas, services and activities for all the public. The Club is not closed to the public, nor is its membership exclusive. The Club involves and services all sections of the community. Accordingly, an enforceable undertaking is the most appropriate response because it will ensure that the Club continues to focus on supporting and benefitting the community through positive actions. Something that could not be achieved any other way.

Statement of Assurance

38. The Club is committed, as it has always been, to prevent harm occurring to all persons working at and using its facilities. The Club has already taken very significant steps to prevent the same accident from happening again. Similarly its global review of its whole health and safety system, policies and procedures has been undertaken to prevent any other accidents from happening in the future.

Enforceable Terms and Commitments

39. The Club commits to ensuring the ongoing effective management of risks to health and safety in the future conduct of its operations and/or undertaking by continuing to improve its health and safety policies and to have those policies audited every three months by an independent health and safety consultant (as it is currently doing).
40. The Club commits to providing a copy of each audit report to WorkSafe for a period of two years from the acceptance of this undertakings proposal.
41. The Club commits to ensuring that the recommendations resulting from each audit report will be fully implemented within six months of receiving the audit report, unless WorkSafe grants an exception due to the actions being unreasonable and/or disproportionately costly as compared to the benefit to be realised from the recommendation.
42. The Club commits to disseminating the information about the undertakings it has proposed to its employees and members by publishing the details of the undertakings in its online bi-weekly newsletter over three consecutive weeks, so a total of six issues.
43. As an assurance that the Club is committed to preventing the accident from occurring again and improving its health and safety performance, the Club undertakes to do the following:

43.1 For the benefits of others and the community:

- (a) The Club will make a cash payment to the Victim of \$5,000. Payment will be undertaken immediately upon acceptance of the Club's proposal.
- (b) In response to the accident and as part of its enforceable undertakings proposal the Club has established a development programme for young players at the Club. This programme is available for young members for various activities such as tournament entry fees, coaching, travel, equipment and seminars.

The programme includes health and safety education in relation to personal safety of junior players on a golf course (whether by themselves and/or in a group), the identification of hazards, or potential hazards, on a golf course, equipment hazards and the correct use of equipment, the use of exclusion zones during training, demonstrations and playing, ensuring constant awareness of changing conditions and hazards while training, or playing and health aspects such as nutrition and exercise.

For the purposes of this enforceable undertaking proposal the Club will contribute \$10,000 per annum to the fund for a minimum of three years. However, the Club intends to operate the programme on a permanent basis. The Club anticipates that the administrative, accounting and legal costs of developing, implementing and operating the fund will cost approximately \$3,000. However, it is difficult to accurately quantify the cost in advance.

- (c) The Club will establish a free coaching clinic for retired members of the public. The clinic will be run once a fortnight for an hour and will be operated for at least two years. The coaching rate is approximately \$130 per hour per person.

The coaching cost for the clinic is expected to be \$6,760 over two years. In addition, the Club will likely incur expenses of a further \$500 for establishment, administration, and advertising/promotion.

- (d) The Club's President will make a presentation of the circumstances of this matter and the steps that the Club has taken to prevent this happening again and the focus on a safe environment for all its workers at the Club's next AGM in November 2017.

There will of course be a cost involved in terms of preparation and appearance time for the presentation, as well as some small administration costs. However, it is difficult to say what those costs will be in advance.

- (e) The Club will produce a bi-annual presentation on health and safety to its local community for a two year period. These presentations will be facilitated through the Whitford Community Trust and will be held at the Whitford Community Hall. The presentations will focus on health and safety issues relevant to the Whitford community including, but not limited to, rural transport (use of quad bikes and tractors) and farming/forestry issues on private/residential land.

The cost of the presentations, including preparation, administration and advertising/promotion is expected to be \$10,000 over the two year period.

The Club reserves full discretion over the content of the presentations made by it, or on its behalf, but the Club will liaise with WorkSafe prior to all presentations with respect to the message(s) conveyed in those presentations.

- (f) The Club will make an annual donation of \$5,000 for a two year period to the local St Johns unit/station. The Club will work with St Johns to focus the funding (where possible) on additional training for emergency response to rural accidents. For example, injuries commonly suffered in rural areas/life style blocks.

43.2 For the benefits of the industry:

- (a) The Club's Superintendent and/or General Manager will present the lessons learnt by the Club from this incident and the actions the Club has taken to improve its health and safety management systems to a Golf Course Superintendents Association meeting. Such meetings are a national event and are attended by Superintendents from golf clubs nationwide.

Superintendents are the key contact people for disseminating such information to a golf club and then through the appropriate channels within their golf club. This is because they are permanent staff members, whereas most committees are temporary as they operate on a cycle of nominations and elections. In addition, Superintendents are the primary director of golf course operations, including training, health and safety systems and the organisation of volunteer workers.

The presentation will take place within three months of the acceptance of the Club's proposal.

The Club anticipates that the costs associated with the presentation will involve preparation and appearance time for the presentation, travel and some small administration costs. The Club expects these costs will be around \$1,000 if it is necessary to travel outside of Auckland to attend the meeting.

The Club reserves full discretion over the content of the presentations made by it, or on its behalf, but the Club will liaise with WorkSafe prior to all presentations with respect to the message(s) conveyed in those presentations.

- (b) The Club will publish its presentation on the New Zealand Golf Course Superintendents Association website within four months of the acceptance of the Club's proposal.

Publication costs are approximately \$200 and there would be a small administration cost to format the published document of approximately \$50.

- (c) The Club will work with the New Zealand Golf Course Superintendents Association to deliver a hardcopy of its presentation to every golf club in New Zealand within four months of the acceptance of the Club's proposal.

There are over 400 golf clubs in New Zealand. The preparation, administration and postal costs to contact all these clubs are likely to be approximately \$600.

- (d) The Club will publish an article based upon its presentation to the Superintendents Association. This article will discuss the lessons learnt by the Club following this incident and the steps that have been taken by the Club to prevent the incident from ever occurring again and what it has done to improve its health and safety management systems. The article will be published in the New Zealand Golf magazine and on the New Zealand Golf website within four months of the acceptance of the Club's proposal (subject to the direction of the publisher for New Zealand Golf magazine). The publication through the New Zealand Golf magazine and website will not only provide another pathway in which to inform the industry of the lessons learnt by the Club and the steps that it has taken to prevent the incident from occurring again, but it will also inform and educate golfers and golf club members, who are the members of the voluntary worker groups, about the same.

The Club anticipates that the costs associated with preparing, formatting and publishing the article in the New Zealand Golf magazine and on the New Zealand Golf website will cost around \$3,200.

44. It is difficult to quantify in dollar terms the benefits to the industry as a result of the Club's proposed undertakings. However, the Club's actions will ensure that all the golf clubs in New Zealand and their superintendents will be directly made aware of the incident, the lessons learnt by the Club and the steps taken by the Club to prevent the incident from happening again and the wider health and safety issues and systems that golf clubs must consider. In addition, not only will all the clubs and their superintendents be made aware of the relevant issues, but so too will the club's members and golfers who do not belong to a specific club, but who visit the New Zealand Golf Course Superintendents Association website, read NZ Golf Magazine and/or visit the NZ Golf website. There are approximately 280,000 golfers in New Zealand at the moment and it is expected the Club's direct targeting will bring this incident to the attention of a significant number of these players.
45. Obviously though if even just one golf club, superintendent and/or player/volunteer is able to learn from the information provided by the Club and avoid an injury then the benefits will be considerable and meaningful.
46. The Club will pay WorkSafe's reasonable costs associated with this undertaking within 30 days of receiving an itemised breakdown of those reasonable costs.
47. The Club will spend a minimum of \$72,800.63 for this undertaking. This is in addition to the costs to the Club with regards to the offer of amends to the Victim (approximately \$16,500 plus training and unknown future costs) and to the unquantifiable costs and benefits associated with the proposed undertakings. Where any residual funds are left over after the completion of the undertaking the Club will discuss how this amount should be spent with WorkSafe.

The minimum spend comprises:

Total Cost	Minimum Spend (approximately)
Payment to the Victim	\$5,000.00
Quantifiable benefits to others and the community	\$60,260.00
Quantifiable benefits to the industry	\$5,500.00
WorkSafe's recoverable costs	\$2,040.63
Estimated total cost of the undertaking	\$72,800.63

48. It is acknowledged that responsibility for demonstrating compliance with the abovementioned undertakings rests with the Club.
49. Evidence to demonstrate compliance with the terms will be provided to WorkSafe by the due date for each term.
50. The evidence provided to demonstrate compliance with this undertaking will be retained by the Club until advised by WorkSafe that the abovementioned undertakings have been completely discharged.
51. It is acknowledged that any failure to meet the due date for an enforceable term will result in the matter being escalated and may lead to enforcement action.
52. It is acknowledged that WorkSafe may undertake other compliance monitoring activities to verify the evidence and compliance with an enforceable term, and cooperation will be provided to WorkSafe.
53. It is acknowledged that WorkSafe may initiate additional compliance monitoring activities, such as inspections, as considered necessary at WorkSafe's expense.
54. It is acknowledged that details of all seminars, workshops and training conducted by a non-registered training provider must be notified to WorkSafe, by email, at least one week prior. Notification should include time, date, location and the trainer/facilitator.

Ability to comply with the undertakings and associated costs

55. In recent years the Club has broken even. The Club has already gone to considerable expense to revise and implement its health and safety policies and procedures (its health and safety management system).
56. The Club is in a position to comply with the terms of the undertaking and meet the projected costs of the activities.
57. The Club's current financial statement is made available to the public annually and can be accessed via the Companies Office (Incorporated Societies Register) website.

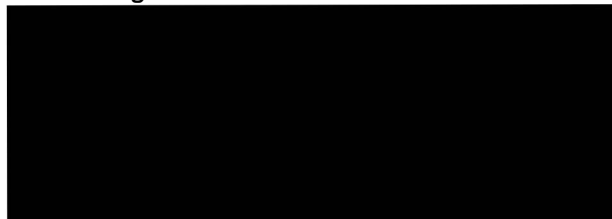
Statement regarding Intellectual Property

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

Acknowledgements

59. It is acknowledged that:
- 59.1 On behalf of the Club I have read the Enforceable Undertakings Operational Policy published by WorkSafe NZ, dated December 2016; and
 - 59.2 On behalf of the Club, and referenced in WorkSafe material, I acknowledge that this undertaking will be published and publicised in full.
 - 59.3 In the event of impending receivership, liquidation or sale of the Club, I will advise WorkSafe of the relevant circumstances and the Club's capacity to comply with the outstanding terms of the undertakings.
60. This undertaking is made on behalf of the Club by Mike Carajannis who is the Club's President. Mr Carajannis's contact details are:
- 60.1 Email: [REDACTED]@steelco.co.nz
 - 60.2 Work Phone: (09) 530 8823.
 - 60.3 Street address: 58 Whitford Park Road, Whitford, Auckland 2049
 - 60.4 Postal address: PO Box 38, Whitford, Auckland 2149.
61. We trust the above provides WorkSafe NZ with all the information it needs to consider the Club's enforceable undertaking proposal. However, if you have any questions or require any further information please don't hesitate to contact us. We look forward to receiving WorkSafe NZ's response to the Club's proposal.

Acknowledged on behalf of Whitford Park Golf Club



Mike Carajannis
President

WorkSafe Acceptance

This undertaking is accepted by WorkSafe on the *19* day of December 2017.

Signature of person accepting the undertaking:



Name of WorkSafe representative:

Simon Humphries
Acting Deputy General Manager, WorkSafe (or delegate)

