BIOSECURITY NEW ZEALAND

Treatment Supplier Programme

Submissions and Comments

Presented by:

[Logo: PEST MANAGEMENT ASSOCIATION of NZ]
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The PMANZ is an association run by pest managers for pest managers. The association was formed in 1976 to provide a unified voice when important issues arose that required our industry's input.

Our mission as an association of pest management firms is to communicate the role of our industry as protectors of food, health, property and the environment and affect the success of our members through education and advocacy.

Through the efforts of the PMANZ, the pest management industry is stronger, more professional and more unified. The PMANZ has guided its members and the industry through legislative and regulatory initiatives, the creation of verifiable technician training, the changing technologies used by industry and public and media relations.

From its beginning the PMANZ has been a clear, consistently positive voice for the industry, providing support services, consumer information, access to technical information and education training material for its members.

The Major reason for PMANZ growth and success is that its members have the opportunity to network and share ideas. At each meeting, regional seminar and national conference members are provided with an open forum for free exchange of information from suppliers and educators. By attending annual conference addresses from noted experts and industry professionals from within New Zealand as well as overseas, members gain valuable ideas plus the chance to meet manufacturers and product distributors. Hence our members grow and prosper and are better prepared to serve their customers.

The values which the founders in 1976 shared are still embraced today as membership of PMANZ companies grows throughout the country.

Many local authorities, companies and government departments now require that pest management companies they employ are members of the PMANZ. The use of Association Logo on advertising identifies full membership of a recognised group of professionals whose members provide services carried out safely and efficiently in keeping with good practices, to a code of ethics, as well as maintaining high business standards.
TREATMENT SUPPLIER PROGRAMME
OVERVIEW AND GENERAL REQUIREMENTS
SUBMISSIONS AND COMMENTS

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DEFINITIONS – MOBILE FUMIGATORS

Clause 3.0 Definitions - Appendix 1 - Mobile Fumigators

A Mobile fumigator is defined as:

“Where the treatment equipment is taken to the site rather than the goods or produce brought to the treatment site”.

PMANZ recommend for the standard to be successful (for Biosecurity and its own membership) that all fumigators be given equal recognition for the following reasons:

1. By October 2006, all current Fumigators must have obtained a Controlled Substances Licences from ERMA under the HSNO Act. Failure to do so by then will preclude a current fumigator from carrying out fumigations. The process is the equivalent of an ordinary citizen applying for a firearms licence. It is very strictly controlled and is issued by ERMA with approval from an approved Test Certifier and the NZ Police. This will take out any unscrupulous operators, should they not comply. The responsibility of their task is therefore uniform, be they in situ or mobile.

2. The process of fumigation is the same, whether at a permanent treatment site or at a New Zealand wharf or other transitional facilities. In fact the requirements under OSH for health and safety are more vigorously required when fumigating at a transitional facility, due to its access by unauthorised personnel such as stevedores, wharf hands, truckers, fork hoist drivers and other staff working in the immediate environment i.e. a wharf fumigation area or transitional facility on a company premises. The “mobile fumigator” needs to be far more vigilant and aware of the inherent dangers than does a fumigator in a permanent fumigation station that is in a enclosed and controlled environment.

3. Fumigators who are domiciled at the various wharves for either export of import fumigations, have permanent containers with equipment on site and carry out the majority of fumigations at these wharves. Containers and goods are brought to the ‘site’ in for treatment and constitute the vast majority of Pre-Shipment and Quarantine fumigations conducted by the industry on behalf of Biosecurity New Zealand or its agents.

4. Given the experience of these fumigation companies that operate at the wharves and the close working relationships that have been developed between BNZ agents, port authorities and clients, is it appropriate to segregate mobile fumigators from other fumigators particularly when it comes to the square root audit options (see 2.5).

5. Provided the IVAs conduct their responsibilities in accordance with the standard; BNZ should have full confidence in both types of fumigators.
Clause 4.1.3 Treatment Suppliers Responsibility

The responsibility under the standard that is given to a treatment supplier once approved by Biosecurity New Zealand (BNZ), to operate without direct supervision of all treatments under a monitoring programme, and, we quote “for carrying out treatments of products in compliance with BNZ specifications for imports or importing country requirements (ICPRs) for exports including ISMP15 and associated country requirements”, needs to be qualified.

The liability of BNZ is waived under the proposed contract (appendix 1 BNZ Contract of Approval to Supply Treatment Services - see our submission under 3.3) as the responsible body for issuing the specifications under which treatment suppliers must operate.

PMANZ suggest that liability should be accepted by BNZ and its agents for the issue of treatment specifications, as in the unlikely event of an it being proven that a specification were incorrect, then BNZ should accept the liability for that error and remain accountable, and not penalise a treatment supplier as would current happen under the draft standard.
Clause 5.4 Treatment Performance

As in our previous submission 2.2 this point again needs to be reconsidered in light of the BNZ Contract of Approval to Supply Treatment Services.
Clause 6.4b Minimum Treatment Supplier Audit Frequencies

PMANZ are concerned about the proposed Post Approval surveillance audit frequencies as detailed in 6.4b. Some of our members, the majority whom would be classified, under the proposed draft, as Mobile Fumigators, have expressed grave concern for the (perceived) huge increase in surveillance audits that they would be subjected too. In fact some have even considered removing themselves from the industry in light of the increased cost, loss of productivity and associated compliance issues surrounding this new standard.

Some of the points we believe BNZ need to reconsider are as follows:

1. We have already discussed the segregation of fumigators under 1.1 and again reiterate the need to establish one standard for all fumigators with regard to Surveillance Audits. The table highlights this segregation and considering that all current treatment suppliers already have an IVA, PMANZ would propose that they continue with a similar audit frequency such as suggested in the first four columns of the table on page 15 of the draft standard. Mobile fumigators should not be treated any differently.

2. Point (ii) “Surveillance audits at the following frequency each year, depending on risk (see v) below” is in conflict with (v) as the square root example is given in weeks. There will be a huge difference and associated cost to a treatment supplier, should surveillance audits be carried out on the square root of weekly treatments as opposed to annual treatments e.g.

\[ \sqrt{20} \text{ treatments per week} = 4.7 \text{ per week} \times 52 = 232 \text{ per annum} \]

\[ \sqrt{1000} \text{ treatments per annum} = 31.6 \text{ audits per annum} \]

This clearly is a significant difference; together with its associated cost, and needs to be clarified for all treatment suppliers.

3. Point (iii) states that all treatment suppliers shall commence in the high frequency category. PMANZ assume this is ONLY applicable to new applicants and trust that all current approved treatment suppliers would be waived from this?
TRANSFER BETWEEN IVAs

Clause 10.0 Treatment Supplier Transfer Between IVAs

The transfer process for a current Treatment Supplier is unclear. Point 10.3 states that, ‘This will occur as specified in Transfer of industry organisations between IVA’s in the Verifications Agency Requirements standard”.

It would be useful if this process could be clearly stated in this standard so that a treatment supplier will know what the process is for a transfer to take place. PMANZ found it difficult to find any clear process from the Verifications Agency Requirements standard, as it pertains to a current treatment supplier. It appeared to deal only with the IVA’s responsibility.
TREATMENT SUPPLIER PROGRAMME REQUIREMENTS FOR THE SUPPLIER OF OFFICIAL TREATMENTS SUBMISSIONS AND COMMENTS

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Clause 5.5 Product Segregation

This clause states:

While the products are under control of the treatment supplier the product shall be:

c) Protected from possible product substitution after treatment.

PMANZ believe that the treatment suppliers responsibility ceases on completion of the fumigation and issue of the Certificate of Treatment and transfer of the product back the care of owner or their authorised agent, for example:

IPPC - Some of PMANZ members have concerns about the traceability of these fumigations. After fumigation, the company that owns the product then puts the stamp on them. How do our members know they stamped only what we treated? What if they stamped more and insects were found on them - who is liable? Our members have no control over where the pallets are stored after fumigation and considering that the treatment is non-residual - recontamination is very possible.

 Possibly procedures could allow for stamping of product before they go into the container for fumigation: as long as the fumigators procedures are clear and agreed by the IVA and followed. This should be possible, as it is time consuming and often impractical for our members to fumigate, remove the product from the container, stamp, then place it back in the container. As long as the procedures state that once the stamp is on, fumigation must takes place immediately, and if a member fails the treatment, or it does not occur, the stamps have to be removed.

Failure will lead to a non-compliance.
TREATMENT MONITORING

Clause 5.6 b & c Treatment Monitoring

5.6 B Temperature data loggers

1. What is the background and support for the use of data loggers as we are only measuring temperatures for certification of greater than 10°Celsius, anything below this is a failure?

2. Given that chemical reactions do exist between Methyl Bromide and certain compounds, particularly after prolonged or repeated exposure to the gas, our members are concerned that this could potentially affect the reading and sensitivity of the temperature data loggers after repeated exposure. As we are not familiar with these units that appear to be electronic components that may have copper, aluminum or gold in them and could be subjected to oxidization or corrosion, we wanted to know whether BNZ had done any trials or tests on data loggers and could recommend a specific type to PMANZ members?

3. Initial enquires indicate a unit cost from $40.00 - $170.00. Most of our members would require upward to 25 units to accommodate 24 hour container fumigations. This is apart from the cost of supporting software and hardware such as laptops and printers that appear to be needed to retrieve the data for transfer onto the fumigation certificates.

4. We are aware that certain permanent fumigation chambers use electronic temperature monitors and these would have been custom made to accommodate the chamber and Methyl Bromide, however we are not aware of a specific (mobile) data loggers used for Methyl Bromide fumigations in New Zealand.

5. Notwithstanding, we are doing further research on this to ascertain what is available to us in New Zealand.

6. In the meantime we believe that BNZ should allow the industry to continue to use the mercury minimum and maximum thermometers. These thermometers have been reliable and in use for well over 40 years with no major problems. If they break and cannot be used, they are replaced at a reasonable cost about $15.00 each.

5.6 c Colour indicator Sachets

1. Currently, there are two types of sachet available from Agriquality, which have been calibrated at 48g/m³ and 80g/m³. How will this work for other dosage rates that are prescribed in BNZ-STD-ABTRT, that range from 24 g/m³ to 240g/m³? Can our members be sure that the C:T process will register correctly for those dosages outside the range?

COMMENT: Most other instruments of measure as discussed in the standard have been designed for permanent gas chamber type of operations and are impractical to use in container fumigations as they are cost prohibitive and require time to set up and use. PMANZ members believe that should the industry be forced to comply with these type of constraints to measure Methyl Bromide concentration levels, it will adversely affect productivity and hence revenues of current operators. Not an incentive to remain in the industry.
Appendix 1 – Biosecurity New Zealand Contract of Approval to Supply Treatment Services

Clause 5 Exclusion of Liability

Insurers of PMANZ members have expressed concern that this clause is rather one sided in favour of BNZ. Normally an Exclusion of Liability is reciprocal. In the event of a claim which would be paid out by a member's insurer, and if it were shown that BNZ were liable, the insurers could not subrogate its rights of recovery against Biosecurity New Zealand.

Clause 8 Indemnity

As we understand it, basically, this means that Biosecurity New Zealand cannot be held liable for anything that they do wrong and the contract waives the rights for PMANZ members’ insurers to seek subrogation against Biosecurity New Zealand, which is in breach of all of our members Liability policy.

One of our senior member’s insurers have advised them that, in the event of a claim, should it be proven that Biosecurity were at fault of partially at fault, they will not pay that portion of a claim attributable to BNZ’s liability, for example:

If it is deemed that BNZ’s liability is 20% of a public liability claim of $1,000,000, our member’s insurer would only pay $800,000, leaving a shortfall of $200,000. The shortfall would have to be borne by our members, and in this case would liquidate most of our smaller members and financially impair some of our senior members, whom would probably never recover and in all likelihood close that aspect of their business.

PMANZ believe that BNZ need to seriously consider this aspect of the contract and review it in line with the comments that have been presented to us by our members’ insurers.
Appendix II 2.0 Other Staff

PMANZ believe this clause is open for abuse by unscrupulous treatment operators, as it does not specify in detail the parameters of the Supervising Treatment Technician or Other Staff, for example:

- Must the Other Staff be within immediate sight of the supervisor?
- Does it mean that he may work on another site or fumigation, as he is so called “supervised”, and hence be allowed to apply a dangerous gas, that by October 2006 must only be applied by a person with a Controlled Substance Licence issued by ERMA?
- Who accepts responsibility for Health and Safety?

These are a few of our concerns that PMANZ believe require to be revisited given the change in legislation around the HSNO Act.

Other Staff or fumigation assistants should ONLY be allowed to work within the immediate sight of the Supervising Treatment Technician.
Abbreviations used in this submission

For ease of reference the following abbreviations have been used:

BNZ – Biosecurity New Zealand
PMANZ – Pest Management Association of New Zealand
ERMA – Environments Risk Management Authority
HSNO – Hazardous Substances and New Organisms Act 1996
IVA – Independent Verification Agency