CHIEF EXECUTIVE OFFICER ATTACHMENTS
ORDINARY MEETING OF COUNCIL
WEDNESDAY 18 NOVEMBER 2026

REPORT NUMBER	REPORT TITLE AND ATTACHMENT DESCRIPTION	PAGE NUMBER(S)
CEO01 – 11/26	**WORK HEALTH AND SAFETY STATISTICS REPORT – OCTOBER 2026** **Attachments** 1. WHS Statistics Report – Monthly October 2026	1 – 2
CEO03 – 11/26	**CHINKABEE SPORTING COMPLEX – RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH BINDOON SPORT AND RECREATION ASSOCIATION** **Attachments** 1. Current Memorandum of Understanding – Chinkabee Complex Lease Addendum 2. Draft Memorandum of Understanding – Chinkabee Complex Lease Addendum	3 – 9
CEO04 – 11/26	**SHIRE POLICY 1.3 SERVICE LEVEL COMPLAINTS HANDLING – AMENDMENT** **Attachments** 1. Shire Policy 1.3 Service Level Complaints Handling	10 – 15

WORK HEALTH SAFETY REPORTING – OCTOBER 2026

COUNCIL KPIS – MONTHLY REPORT – WORK HEALTH AND SAFETY

Drug tests performed	Alcohol tests performed	Positive drug test and BAC exceedance	Workers' compensation claims	Current workers compensation claims
0	0	0	0	0

Medically treated injuries	Restricted work injuries	Lost time injuries
0	0	0

Minor reports, near misses and incidents	Safety Audits & Inspections	Safety Observations	Toolbox Talks	Equipment Breakdowns
9	0	1	4	2

NEAR MISS, INCIDENT AND DAMAGE REPORT

Date	Number	Report	Type of Injury / Incident / Hazard / Near Miss	Location	Department
1/10/2026	351	Incident	Plant Damage - Crack on windscreen while driving up Tonkin	Muchea	Technical Services
3/10/2026	352	Incident	Incident - Break in at Bindoon Landfill	Bindoon	Technical Services
7/10/2026	353	Incident	Plant Damage - Damage to hydraulic hose while helping the Mitigation team	Bindoon	Technical Services
16/10/2026	354	Incident	Incident - Hazard material rejected at the Muchea Landfill (Asbestos)	Muchea	Technical Services

MINOR REGISTER

Date	Number	Report	Type of Injury / Incident / Hazard / Near Miss	Location	Department
6/10/2026	MR20	Incident	Tree Branch knocked beacon off tractor	Bindoon	Development Services
6/10/2026	MR21	Incident	Heat Stroke - Volunteer Fire Fighter, driven home for rest	Bindoon	Technical Services

NEAR MISS, INCIDENT AND DAMAGE REPORT – FIRE BRIGADES

Date	Number	Report	Type of Injury / Incident / Hazard / Near Miss	Location	Department
12/10/2026	FB 4	Injury	Injury - Trip when working at a fire at night	Bindoon	Development Services
10/07/2026	FB 5	Incident	Incident - Previous Safety Observation not reported	Bindoon	Development Services
17/10/2026	FB 6	Incident	Injury - Missed the step coming out of the ISB Vehicle	Bindoon	Development Services

WHS TRAINING

Training	Training Organisation
Thirteen crew including Rangers – Rural Fire Training	Mitigation Crew

SITE INSPECTIONS

Areas
None

SAFETY OBSERVATIONS

Areas
Dust - carpets due for a clean, last cleaned in August 2024

6177 Great Northern Highway
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Office Hours
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Monday to Friday

Memorandum Of Understanding

Chinkabee Complex Lease – Addendum (MOU).

Rec# SOCR-1845402348-45751 (Synergy file# 04/18/8)

This MOU is an agreement made between the following parties:

Party A

Organisation Name	**Shire of Chittering (SOC)**
Address	6177 Great Northern Highway, Bindoon WA 6502
Postal Address	PO Box 70, Bindoon WA 6502
Telephone	08 9576 4600
Email	chatter@chittering.wa.gov.au

Party B

Organisation Name	**Bindoon Sport and Recreation Association (BSRA)**
Address	6166 Great Northern Highway, Bindoon WA 6502
Postal Address	PO Box 78, Bindoon WA 6502
Telephone	N/A
Email	secretarybsra@gmail.com

1. SUBJECT

1.1. This MOU has been created to outline an agreement for the Shire of Chittering (SOC) to provide additional maintenance assistance the Bindoon Sport and Recreation Association (BSRA) as an addendum to their existing lease for the Chinkabee Sporting Complex – lease reference number 04/18/8.

1.2. The MOU will last from 1 January 2025 until 31 December 2026 or until:
a) Amendment by the agreement of both parties in writing; or
b) Terminated by agreement of both parties in writing.

1.3. The MOU outlines financial, logistical and support responsibilities between the two parties.

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2. COMMITMENTS

The following commitments are in addition to or in place of the requirements specified in lease reference number 04/18/8. For any other matter not specifically identified within this MOU, the terms of the existing lease, No. 04/18/8, shall prevail.

Party A (Shire of Chittering) commits to:

2.1. GARDENS
- 2.1.1. Mowing, pruning, weeding and reticulation maintenance - ongoing and done as required, depending on the season.
- 2.1.2. Mowing/spraying of the grass adjacent to the courts.

2.2. GENERAL
- 2.2.1. Sanitary bin service, fire extinguisher servicing, and electrical test and tagging.
- 2.2.2. Septic tank pump out.
- 2.2.3. Kitchen fixed equipment replacements, repairs and maintenance (oven, and fryer).
- 2.2.4. Repairs and replacement of taps, leaks to plumbing.
- 2.2.5. Light fittings on court light poles.
- 2.2.6. Playground maintenance.
- 2.2.7. Gutter cleaning to the main building, and court shelters.

Party B (Bindoon Sport and Recreation Association) commits to:

2.3. Installation and maintenance of reticulation in garden beds at the front of the building and rose garden.
2.4. Regular cleaning of the facility.
2.5. Review the Bindoon Sport and Recreation Association Constitution by 31 December 2025 to identify and include club requirements, public access, and alternate membership types.
2.6. Create a 5-year Facility Management Plan by 30 June 2026, including public consultation, and liaison with Shire representatives.
2.7. Provision of the Bindoon Sport and Recreation Association's current financial statement, and AGM minutes after every Annual General Meeting.

3. POLICIES, STRATEGIC DOCUMENTS AND PLANS

3.1. *Local Government Act 1995*
3.2. *Shire of Chittering Strategic Community Plan 2022 - 2032*
3.3. *Policy 1.7 Asset Management – Infrastructure Assets*

4. AMENDMENTS

4.1. This MOU will be reviewed in September 2026, at which time alterations or additions may be considered.
4.2. All parties must agree with any/all amendments to the MOU.
4.3. Requests for amendments must be submitted in writing between parties, at least 3 months before amendment is required to be in place.
4.4. No amendments can be made within 3 months of the expiry of the MOU.

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5. BREACHES

5.1. If the BSRA fails to sign to the MOU renewal, or provide a request to amend or defer the MOU within the agreed contract timeline, they shall be liable for all costs associated with items listed in the MOU for both parties for the year following the agreed contract expiry.

6. AFFIRMATION

6.1 The parties affirm to know, understand and agree to all articles of this MOU as negotiated together.

Party A Representative		**Party B Representative**	
Signature	MPrinsloo	Signature	
Name	MELINDA PRINSLOO	Name	DENNIS BOYANICH
Position	CEO	Position	PRESIDENT
Date	23/12/2024	Date	21-11-24

Shire of Chittering
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MEMORANDUM OF UNDERSTANDING – CHINKABEE COMPLEX LEASE ADDENDUM

SHIRE OF CHITTERING

AND

BINDOON SPORT AND RECREATION ASSOCIATION (BRSA)

PARTIES

This Memorandum of Understanding (MOU) is made between:

Shire of Chittering (*The Shire*)
of 6177 Great Northern Highway, Bindoon, Western Australia

and

Bindoon Sport and Recreation Association (*BRSA*)
of 6166 Great Northern Highway, Bindoon, Western Australia

1. DEFINITIONS AND INTERPRETATION

1.1. Existing Lease refers to the lease commenced on 1 July 2009 (reference 04/18/8).

1.2. This MOU has been created to outline an agreement for the Shire to provide additional maintenance assistance the BSRA as an addendum to their existing lease for the Chinkabee Sporting Complex.

1.3. The MOU will last from 1 January 2027 until 30 June 2029 or until:

(a) Amendment by the agreement of both parties in writing; or

(b) Termination by agreement of both parties in writing.

1.4. The MOU outlines financial, logistical and support responsibilities between the two parties.

2. COMMITMENTS

The following commitments are in addition to or in place of the requirements specified in the original lease. For any other matter not specifically identified within this MOU, the terms of the existing lease shall prevail.

The Shire commits to

2.1. Gardens

(a) Mowing, pruning, weeding and reticulation maintenance, excluding the reticulation covered under clause 2.3, ongoing and done as required, depending on the season.

(b) Mowing / spraying of the grass adjacent to the courts.

2.2. General

(a) Sanitary bin service, fire extinguisher servicing, and electrical test and tagging.

(b) Septic tank pump out.

(c) Kitchen fixed equipment replacements, repairs and maintenance (oven and fryer).

(d) Repairs and replacement of taps, leaks to plumbing.

(e) Light fittings on court light poles.

(f) Playground maintenance.

(g) Gutter cleaning to the main building, and court shelters.

BRSA commits to:

2.3. Installation and maintenance of reticulation in garden beds at the front of the building and rose garden.

2.4. Regular cleaning of the facility.

2.5. Review the Bindoon Sport and Recreation Association Constitution by 30 June 2027 to identify and include club requirements, public access, and alternate membership types.

2.6. Create a 5-year Facility Management Plan by 30 June 2027, including public consultation, and liaison with Shire representatives.

2.7. Provision of the BRSA's current financial statement, and AGM minutes after every Annual General Meeting.

3. POLICIES, STRATEGIC DOCUMENTS AND PLANS

3.1. *Local Government Act 1995* and associated regulations.

3.2. Shire of Chittering Council Plan 2026 – 2036.

3.3. Shire Policy 1.7 – Asset Management.

4. AMENDMENTS

4.1. This MOU will be revied in September 2026, at which time alterations or additions may be considered.

4.2. All parties must agree with any / all amendments to the MOU.

4.3. Requests for amendments must be submitted in writing between parties, at least 3 months before amendment is required to be in place.

4.4. No amendments can be made within 3 months of the expiry of the MOU.

5. BREACHES

5.1. If the BRSA fails to sign to provide a request to amend or defer the MOU within the agreed contract timeline, they shall be liable for all costs associated with items listed in the MOU for both parties for the year following the agreed contract expiry.

6. AFFIRMATION

6.1. The parties affirm to know, understand and agree to all articles of this MOU as negotiated together.

Melinda Prinsloo - Chief Executive Officer _____ Date

NAME – President _____ Date

SHIRE POLICY 1.3
Service Level Complaints Handling

Responsible Department:	Office of the CEO
Responsible Business Unit:	Governance
Date of Review:	15 July 2026
Council Resolution:	140726

1. OBJECTIVE

The objective of this Policy is to provide a clear, consistent and accessible framework for managing service-level complaints received by the Shire of Chittering (the Shire).

The Policy supports transparent and accountable complaint handling, while using complaints as an opportunity to improve service delivery and community confidence.

2. SCOPE

This Policy applies to service-level complaints made to the Shire of Chittering about Shire services, customer service interactions, operational activities, or actions taken in delivering Shire services.

This Policy does not apply to service requests, general enquiries, statutory appeals or objections, Freedom of Information applications, Public Interest Disclosures, petitions, Council Member conduct matters, employee misconduct or disciplinary matters, or any matter required to be dealt with under another legislative or formal review process.

Where a matter falls outside this Policy, the Shire will direct the person to the appropriate process where possible

3. DEFINITIONS

Anonymous Complaint means a complaint lodged where the complainant does not provide their name or contact details, or does not provide sufficient information for the Shire to identify or contact them.

Complainant means a person or entity who lodges a complaint with the Shire.

Complaint means an expression of dissatisfaction made to, or about, the Shire relating to its services, operations, actions, decisions, or complaint handling, where a response or resolution is expected or legally required.

Service Level Complaint means a complaint relating to the standard, timeliness, quality or delivery of a Shire service, customer service interaction or operational activity.

Service Request means a request for the Shire to provide a service or take action in relation to a matter, product or service administered by the Shire.

SHIRE POLICY 1.3
Service Level Complaints Handling

Unreasonable Complainant Conduct means conduct by a complainant which, because of its nature or frequency, raises substantial health, safety, equity or resource issues for the Shire, its employees, Council Members, contractors, other complainants or the complainant. The focus is on the conduct and its impact, not the person or the merits of any legitimate complaint.

Unreasonable Demands means demands that are not proportionate to the nature or significance of the matter, cannot reasonably be met, seek an outcome the Shire has no power to provide, or substantially and unreasonably divert resources from the Shire's other functions or other customers.

Unreasonable Persistence means continued pursuit of a complaint or outcome after it has been comprehensively considered and finalised, including repeated contact, reframing the same issues, refusing to accept reasonable explanations or outcomes, or contacting multiple officers or Council Members without significant new information.

4. POLICY STATEMENT

The Shire is committed to managing service-level complaints in a fair, respectful, accessible and timely manner.

Complaints will be treated as an opportunity to resolve issues, improve service delivery and strengthen public confidence in the Shire's operations.

The Shire will:

- receive and assess complaints without bias or recrimination;
- seek to resolve complaints at the earliest appropriate opportunity;
- provide accessible options for lodging complaints, including assistance where required;
- keep complainants informed where further investigation is required;
- provide clear reasons for complaint outcomes where appropriate;
- advise complainants of available review options where they remain dissatisfied;
- record complaints in accordance with the Shire's record keeping requirements; and
- use complaint information to identify service improvements, trends and recurring issues.

Where a matter falls outside this Policy, the Shire will, where possible, direct the person to the appropriate process, agency or review pathway.

Where a complaint raises a significant service, governance, safety, legal or reputational issue, it will be escalated in accordance with the Shire's internal processes.

4.1. Anonymous Complaints

The Shire may consider anonymous complaints where sufficient information is provided to allow the matter to be assessed or investigated.

Anonymous complaints may be investigated where they raise a matter involving public health or safety, environmental risk, statutory non-compliance, potential misconduct, breach of an approval, licence or permit, or another matter requiring action by the Shire.

SHIRE POLICY 1.3
Service Level Complaints Handling

Anonymous complaints that do not provide sufficient information, or do not raise a matter requiring further action, may not be investigated.

4.2. Unreasonable Complainant Conduct

The Shire recognises that people may be distressed, angry or persistent when raising genuine concerns. Conduct will not be considered unreasonable merely because a person is critical, persistent, disagrees with an outcome or requires assistance to access the complaints process.

Conduct may be managed under this section where its nature, frequency or impact is unreasonable and creates a substantial risk to health or safety, prevents fair access by others, or substantially and unreasonably diverts Shire resources. The Shire will assess conduct objectively, consistently and on the available evidence. Any restriction will address the conduct and its impact, rather than the complainant personally or the merits of a legitimate complaint.

4.3. Forms of Unreasonable Conduct

Unreasonable conduct may include one or more of the following:

- unreasonable persistence, including repeated contact about a finalised matter, presenting the same issues in different ways, refusing to accept reasonable explanations or outcomes, or pursuing multiple officers or Council Members without significant new information;
- unreasonable demands, including insisting on outcomes the Shire cannot lawfully or practically provide, demanding priority without reasonable grounds, imposing unreasonable timeframes, requiring excessive levels of contact, investigation or reporting, or insisting that particular employees manage or do not manage the matter;
- unreasonable lack of cooperation, including providing materially false or misleading information, withholding relevant information, sending excessive or disorganised material without identifying the issue to be addressed, or failing to define the complaint or desired outcome after reasonable assistance;
- unreasonable arguments, including arguments that are irrational, inflammatory, unsupported, irrelevant, discriminatory, or materially disproportionate to the issue, or insisting that an established fact or lawful outcome be disregarded without credible evidence;
- unreasonable behaviour, including personal abuse, harassment, intimidation, offensive or discriminatory remarks, repeated inappropriate contact, recording or publishing interactions contrary to law, threats, stalking, damage to property or violence; and
- conduct that otherwise substantially and unreasonably diverts employees from their duties, disadvantages other customers, compromises an investigation, or creates an unacceptable work health and safety risk.

4.4. Early and Proportionate Management

Where practicable and safe, the Shire will first seek to manage the conduct by clarifying the issue and available outcome, setting reasonable expectations, identifying a single contact officer, agreeing a communication method and frequency, and warning the person about the conduct of concern and the possible consequences if it continues.

A warning is not required where conduct presents an immediate or serious risk to health, safety, security or property, involves a credible threat, or requires referral to the Western Australia Police Force or another appropriate authority. Employees may end a telephone call, meeting or attendance where abusive, threatening or unsafe conduct continues after a warning, or immediately where necessary for safety.

4.5. Communication and Access Restrictions

If unreasonable conduct continues, or immediate action is warranted, the Chief Executive Officer may approve one or more proportionate restrictions. An Executive Manager may impose an interim restriction where prompt action is reasonably necessary, but the restriction must be referred to the Chief Executive Officer for review as soon as practicable.

Restrictions may include:

- limiting contact to a nominated officer, communication channel, subject matter, frequency, duration, appointment arrangement or reasonable length;
- requiring contact to be in writing, or by appointment, and requiring correspondence to clearly identify the issue, new information and requested outcome;
- declining to acknowledge or respond to communications that are abusive, threatening, repetitive, substantially the same as a finalised matter, or do not require action;
- returning correspondence containing personal abuse or material clearly intended to intimidate, where it is reasonable and safe to do so;
- limiting access to Shire premises or face-to-face contact where necessary to manage safety or disruption, subject to applicable law;
- advising that a matter is finalised and that further communications about it will be recorded and reviewed for significant new information but may not receive a response; and
- referring threats, suspected unlawful conduct or safety concerns to the Western Australia Police Force or another appropriate authority.

4.6. Decision, Notice and Review Safeguards

Before imposing a restriction, the decision-maker will consider the seriousness and frequency of the conduct, its impact, any contributing disability, vulnerability, communication barrier or personal circumstances known to the Shire, the steps already taken, risks to all parties, less restrictive options, and whether the proposed restriction is lawful, reasonable and proportionate.

Except where immediate action is required, the complainant will be given a reasonable opportunity to respond to the proposed restriction. The written decision will, as far as appropriate, describe the conduct of concern, previous warning or management steps, the restriction and its scope, commencement and review date, how legitimate new or urgent matters can be raised, and any internal or external review option.

A restriction will ordinarily be reviewed within 12 months, or earlier if circumstances change. It may be varied, continued or withdrawn by the Chief Executive Officer. The Shire will keep adequate records of the evidence, assessment, decision, notice, review and any safety or access plan.

4.7. Matters That Must Still Be Considered

A restriction does not prevent the Shire from considering significant new information, a materially different complaint, an urgent health or safety issue, a statutory application or submission, a matter that must be dealt with under legislation, or another formal review or disclosure process. The Shire will maintain a reasonable pathway for these matters to be identified, assessed and directed appropriately.

Where the Shire identifies error, unreasonable delay, poor service, misconduct, a safety risk or another matter within its control, it will take appropriate remedial or referral action. Unreasonable conduct by a complainant does not remove the Shire's obligation to deal appropriately with a substantiated concern.

4.8. Repeated Correspondence on a Finalised Matter

Where the relevant Executive Manager or the Chief Executive Officer is satisfied that the Shire has comprehensively considered a matter, provided a substantive response and advised any available review pathway, the Shire may notify the person that the matter is finalised. Further correspondence that raises no significant new or materially different issue may be recorded and assessed but not acknowledged or responded to.

This clause is applied according to the content, conduct and impact of the correspondence. It is not based on the number of complaints alone, the person's disagreement with the Shire, or whether technology or artificial intelligence may have been used to prepare the correspondence

5. ROLES AND RESPONSIBILITIES

The Chief Executive Officer is responsible for ensuring the implementation of this Policy and that appropriate systems are in place for the management, escalation and review of service-level complaints. The Chief Executive Officer is also responsible for approving, reviewing, varying or withdrawing ongoing communication and access restrictions under this Policy.

Governance is responsible for maintaining oversight of the complaint handling framework, including the Complaint Register, supporting procedures, reporting requirements and compliance with this Policy. Governance will maintain a register of warnings and restrictions and monitor consistency, review dates and complaint trends.

Managers and Supervisors are responsible for ensuring complaints within their business area are assessed, responded to and escalated where required, and that staff manage complaints in accordance with this Policy and relevant procedures. Executive Managers may apply interim restrictions in accordance with clause 4.5 and must promptly refer them to the Chief Executive Officer.

All staff are responsible for receiving and managing complaints professionally, seeking early resolution where appropriate, maintaining confidentiality, recording complaints correctly, and escalating matters where required.

SHIRE POLICY 1.3
Service Level Complaints Handling

6. COMPLIANCE

Legislation	*Local Government Act 1995* *Local Government (Administration) Regulations 1996* *Corruption, Crime and Misconduct Act 2003* *Public Interest Disclosure Act 2003* *State Records Act 2000* *Equal Opportunity Act 1984*
Industry	Ombudsman Western Australia – Effective Complaint Handling Guidelines Ombudsman Western Australia – Dealing with Unreasonable Complainant Conduct Australian Standard – AS 10002:2022 – Guidelines for complaint management in organisations
Organisational Documents	Shire Policy 1.5 – Record Keeping Shire Policy 3.1 – Equal Employment Opportunity Disability Access and Inclusion Plan Codes of Conduct Delegated Authority Register Complaint Management Procedure Shire of Chittering Customer Service Charter
Strategic Alignment	Communities Connected

7. ADMINISTRATION

Review Cycle	Every 3 years	**Next Review Due**	July 2029
Policy Owner	Chief Executive Officer		

Version	Decision Ref	Date	Change
1.0	Unknown	15/04/2009	Initial adoption
2.0	100512	16/05/2012	Review
3.0	140513	15/05/2013	Review
4.0	140614	25/06/2014	Review
5.0	120615	17/06/2015	Review
6.0	100819	21/08/2019	Review
7.0	160620	17/06/2020	Amendment
8.0	130722	20/07/2022	Amendment
9.0	151022	19/10/2022	Amendment
10.0	210326	18/03/2026	Review
11.0	140726	15/07/2026	Amendment and Review
DRAFT	Not adopted	17/09/2026	Expanded unreasonable complainant conduct framework for internal discussion