

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

s29 application for hearing of an industrial dispute

Police Association of Tasmania

(T13694 of 2010)

and

The Commissioner of Police

DEPUTY PRESIDENT TIM ABEY

HOBART, 1 November 2010

Industrial dispute - alleged breach of award - overtime for specialist squad training days - 'deeming' of training activity - 1988 Second Tier Agreement - Custom and Practice - parties directed to confer

REASONS FOR DECISION

[1] On 22 July 2010, the Police Association of Tasmania, (PAT) (the union), applied to the President, pursuant to s.29(1) of the *Industrial Relations Act 1984* (the Act) for a hearing before a Commissioner in respect of an industrial dispute with the Commissioner of Police (COP) (the employer) arising out of an alleged breach of the Police Award.

[2] A hearing commenced in Hobart on 5 August and continued on 6, 7 and 8 September after an inspection at the Police Academy on 30 August 2010.

[3] On the hearing dates Mr M Kadziolka and Ms A Smith appeared for the union. Mr T Martin appeared for the employer with Inspector S Burk.

[4] This dispute relates to a set of circumstances arising in December 2009 relating to the eligibility or otherwise of members participating in specialist squad training to the payment of overtime, or by election, 'Time off in Lieu' [TOIL]. Whilst the catalyst for the dispute was the December 2009 event, the question to be determined relates specialist squad 'training days' generally.

[5] Clause 15.1.8 of the award relevantly reads;

"15.1.8 The following members shall not be eligible for payment for overtime or time off in lieu of overtime under this clause:

...

(e) a member other than an approved member of the instructional staff, who is accommodated at the Police Academy and/or catered for with meals during the period of a trainee constable's program, in-service course or other activity deemed by the Commander, Human Resources, to be a training activity."

[6] During the hearing both parties tendered a number of statements, which by mutual agreement, were not subject to cross-examination. In addition sworn evidence was provided by Commander Adams, Commander of Human Resources which includes responsibility for the Police Academy.

December 2009 Event

[7] On Monday 7 December members of the Special Operations Group [SOG] were at the Academy for programmed training days. According to Constable L, after morning tea the group was informed that the shift for the following day was to change from a 12 noon start to a commencing time of 8.30 am with the completion of the shift unchanged at 9.30 pm. The change in commencing time was to facilitate a pre-exercise safety briefing, weapons preparation and transport to the site of the joint exercise.

[8] At 12.54pm on 7 December Commander Adams sent the following email to officers in charge of specialist squads.

"It has come to my attention that some specialist group members are of the view that whilst they are undertaking training on gazetted days they are entitled to be paid overtime. This is incorrect.

Please be reminded that Gazetted training days are deemed by me the Commander, Human Resources, to be a training activity in accordance with clause 15.1.8(e) of the Police Award and therefore those members are not entitled to be paid overtime.

I would appreciate you advising all of your members."

[9] Training days for specialist squads are notified in the Police Gazette as a matter of course. For example Gazette Notice No. 92¹, published on 17 September 2009, lists the training days for the SOG in 2010. Presumably a similar notice was published in 2008 for the 2009 training day dates, including the days which gave rise to the instant matter.

[10] It would seem that Gazette notices published subsequent to 9 December 2009 contained an expression similar to the following;²

"The Commander of Human Resources has deemed these training days as training activities pursuant to 15.8.8[e] of the Police Award."

[11] The practical effect of this 'deeming' is to preclude any question of payment of overtime which might otherwise apply on such training days.

[12] This expression had not previously appeared in Gazette Notices in relation to training days. The inescapable conclusion is that this additional wording included in Gazette notices relating to specialist training days is a direct consequence of the 9 December 2009 event.

[13] Following discussions between the parties the employer agreed to pay overtime for the December 2009 event on a *without prejudice* basis. However the broader question of whether overtime is payable for specialist squad training days remains unresolved and requires determination.

¹ Exhibit A2

² supra

[14] The position of the parties is summarised below:

Police Association of Tasmania.

- 'Deeming' had never occurred prior to December 2009.
- Overtime had on occasions been paid for training days.
- There has always been an entitlement to overtime, or, by election, TOIL.
- The fact that overtime has frequently not been claimed does not negate the legal entitlement.
- Members of specialists squads had not previously been advised that there was no entitlement to overtime.
- The status quo applicable as at 1988 should be preserved. Any departure from this position through 'deeming' could only occur on the giving of proper notice.
- To the extent that Tasmania Police failed to consult prior to implementing the 'deeming' process, the employer was in breach of clause 27 of the Award.

Tasmania Police

- It has always been accepted that, at least since the 1988 4% 'second tier' agreement, overtime was not payable on training days.
- Prior to December 2009, 'deeming' had not been necessary due to the broad acceptance referred to above.
- Extension of normal shifts during training days was sometimes necessary to maximise the efficient use of available resources. Often this requirement would be compensated through an 'early minute' later in the training program.
- Strict adherence to award overtime provisions would negatively impact on the employer's capacity to provide effective training.

Tasmania Police Training.

[15] During the hearing the Commission undertook inspections at the Rokeby Police Academy. This provided a particularly helpful insight into the nature of Tasmania Police training which I categorise as follows:

Recruit training.

Conducted at the Academy on a residential basis over a 35 week period.
[category 1]

In service training courses.

These courses generally relate to promotional training and skill acquisition. Eg Front line supervision, CIB, Crime scene investigation. These courses are generally conducted at the Academy. [category 2]

Training days for specialist squads.

There are a number of specialist squads within Tasmania Police. They include SOG; bomb squad; search and rescue - land and dive; negotiator unit; helicopter crew.

Members of the specialists squads generally hold substantive positions within police operational areas and perform their specialist roles on a needs basis. All specialist squads have training days gazetted well in advance so as to avoid operational roster clashes. For example the SOG has 45 gazetted training days each year, generally in 5 day blocks. The training days may be conducted at the Academy but often are not. The Commission understands that where the training is conducted external of the Academy, meals are provided by the Academy.

Unlike categories 1 and 2 above, the training is predominantly provided from within the specialist groups, with only limited input from Academy staff, if at all. [category 3].

[16] This dispute relates solely to category 3 training.

1988 'Second Tier' Agreement

[17] The genesis of the current clause 15.1.8(e) can be found in the *Tasmanian Police Restructuring and Efficiency Industrial Agreement* [second tier] registered with the Commission on 29 June 1988.³

[18] The sub clause included in the award at the time was in a slightly different schematic format, but for all material purposes, was the same as currently exists.

[19] Item 4 of the second tier agreement reads:⁴

"Item 4 - Police Academy - Overtime for Study and Training

The parties recognise and accept the principle that training courses provided by the Tasmania Police incorporate a self-development component and therefore provide a benefit to the members as well as the organisation.

The parties also recognise that in order for students to satisfactorily complete certain courses of training, members may find it necessary to devote periods of time outside the daily prescribed hours to private study and assignments.

In accordance with the above there will be no payment for periods of private study and/or assignment outside the daily prescribed hours.

In recognition of this, however the Commissioner of Police accepts the responsibility to ensure that the periods in excess of prescribed daily hours associated with training courses are within reason and do not impose undue duress on a member. To this end the parties agree that the 'status quo' at the Academy will be maintained."

³ Exhibits A4 and R3 T1420 of 1988.

⁴ Exhibit A5

[20] During proceedings for the approval of this agreement on 27 June 1988, Mr McDermott for the PAT observed:⁵

"Item 4, 'The Police Academy Overtime for Study and Training'. As you're aware, sir, not only does the Academy undertake the initial training of police officers, but they have continuous in-service training.

This year, for instance, there's 30 courses scheduled. But that is regarded as a relatively light year and in some years gone past, we've had up to 70 courses, but some of those being fairly short in time.

Of those courses, you have anything up to 20 people on them and therefore, you can see... well, an average ... well this year alone there'll be something like 600 of our members go through in-service training.

The courses vary in length from relatively short week-long courses to ... I think 6 weeks is the present course for the CIB, and during that time, to enable the courses to run satisfactorily and to be compressed into a ... the shortest period as possible so it doesn't disrupt the operational wing of the police force, members are required to undertake study ... personal study and assignments, in particular, outside their normal day. But also on occasions are required to undertake other work outside their normal day.

There has been on-going problems with this. There have been people applying for overtime on occasions because they ... they're usually the conscripted members to the course and feel that they should only be doing their 8 hours and that's caused some problems there.

However, as part of this agreement here, we are suggesting that the status quo remain but people are in fact obliged to undertake additional work outside their normal hours at the Academy.

We haven't spelt out what ... how much time we're expecting, but we don't want to see it go up sky-high and that's why we've agreed that the status quo remain.

But I can tell you that currently, I think, in other police forces a time limit has been put on it and that's looking at 2 hours on a daily basis over and above their 8 hours."

[21] Mr Kadziolka tendered Annual Reports of the Commissioner of Police for 1988 and 1989. These reports showed that in excess of 30 personnel training courses were held each year with 660 students in 1987-88 and 515 in 1988-89. This Mr Kadziolka contended, was consistent with Mr McDermott's comment:

"This year alone something like 600 of our members go through in-service training."

⁵ Exhibit A4

[22] Mr Kadziolka submitted that the courses referred to in the annual reports, and by inference, in Mr McDermott's submissions, did not include training days for specialist squads which were treated separately. He referred to the Gazette of 29 September 1988 where there is reference to 1989 'practice days' for search and Rescue Squads.⁶

[23] Mr Martin agreed that courses referred to in the annual reports did not include training days for specialist squads.⁷

[24] Mr Kadziolka referred to the PAT newsletter of 4 July 1988 which contains the following reference:⁸

"4. Police Academy - Overtime for Study and Training - The status quo in relation to the non payment of reasonable study time after hours to continue."

[25] Mr Martin noted that Mr McDermott's comments were not limited to private study time in that he referred to a requirement "*on occasions to undertake other work outside their normal day.*" It followed, Mr. Martin submitted, that there was no basis to exclude specialist training days from the second tier agreement. Mr Martin contended that this position was reinforced by the comments of Inspector Ames [for the COP] in T1507 of 1988:⁹

"...it's been a practice at the Academy for some many years now that people working at the Academy are expected to contribute some time beyond their normal day with assignments and a number of other activities like that that are an essential part of the course. And it was felt for many years (but a claim was never pressed) that perhaps these people should be entitled to overtime, which in actual fact I think they would have been, had they made that claim.

And, likewise, people go out on exercises in the bush for as many as 7 or 8 days in some instances, and meals are always provided from Academy resources. But once again, looking at the award as it stands, these people were probably entitled to claim meals and various other benefits under the traveling allowance provisions. And this was considered to be a major offset for the Association in their claim for the 38-hour week or the second tier (one or the other). And it simply means this now that people who are engaged in a training activity (and that's defined by the Superintendent of the Academy) and they are operating out of the Academy and they are fed from the Academy, now forego what claims that they may otherwise make for meal allowances and for overtime.

And, of course, this has been the practice for some time that ... this is why Mr Philp mentioned that the status quo should be maintained.

That is, now that the Department has got this provision where we can work people at the Academy for longer hours than they would expect to work out in the field, it's now our responsibility to make sure that we

⁶ Exhibit A7

⁷ Transcript p59

⁸ Exhibit A8

⁹ Exhibit R5 Transcript p13

don't make a welter of it. What hours have been worked in the past, or the pattern of hours worked in the past, that's expected to be maintained.

But it was a major offset that and, of course, it assists the Academy to run their training program. Had they found it necessary to pay people at their entitlements, or had people perhaps better understood their right to make claims, they probably would have made the training as it is now, a pretty difficult thing to do, in the light of financial restraints."

Custom and Practice since 1988

[26] It is clear from the statements tendered by the PAT that overtime has only been paid on rare occasions. Constable L referred to a 'Sea Safety' course in Launceston in October 2009 where Southern members claimed 6 hours overtime. Sergeant F said he was paid 2 hours overtime on two occasions in June 1997. Sergeant E stated that he had generally been paid overtime for travel on a Monday morning to facilitate training at the normal commencement time.

[27] The PAT statements were entirely consistent in that 'deeming' had never occurred and that specialist group members had not been specifically told that overtime does not apply.

[28] The following extracts from the statements capture the tenor of the PAT evidence.

"Constable L:

I have a personal belief that we are entitled to compensation for additional time we are required to work on training days. I often do additional work by choice and don't claim those many additional hours. On average I undertake an additional 1-2 hours work per day on training days by collecting the SOG vehicles and equipment before the shift commencement time and returning it at the shift conclusion. In addition where training days run over time for an hour or so I have never claimed.

SOG members on the whole are committed, otherwise they would not be selected for the Group. We all maintain our fitness and capabilities of which numerous personal hours of training is require to maintain. The issue is not about clock watching but one of reasonableness.

Sergeant S:

It has been accepted by me that normal (Gazetted) training for Negotiators did not attract overtime when it was held at the Police Academy or an outside location. This has caused some issues with members of the Northern and Western Districts, when attending training at the Rokeby Police Academy, as at times members traveled in their own time.

...

Members of the Negotiator Unit have a long held understanding (personally since 1994) that overtime would not be paid for normal (Gazetted) training when such training was being held at the Police

Academy or at an extreme location, on the basis that service to the Unit and the community are the prevailing motivations for being a member. Notwithstanding this I have never been told during any Negotiator's course or by any member of the Unit, including successive OICs, that we are not entitled to overtime on training days as they have been deemed a training activity by the Commander HR, until the January Gazette notice to that effect.

...

The good will of members involved in Specialist Groups appears to be taken advantage of to an extreme extent at times in as far as paid overtime is concerned. This at times goes further, extending to accommodation and meals.

...

I am fully aware of both the entitlements within the Police Award and also loyalty towards being a member of a Specialist Group, but there is always an option available to me if I am dissatisfied with what does occur within that unit.

Police Officers are a very forgiving group and those within Specialist Groups more so that the normal run of the mill officer, in that they may have a grumble over something that adversely affects them for a short period of time and then move on from it. This I feel, is taken advantage of greatly at times, in that this 'getting on with life' attitude is understood.

It is my opinion that a consistent approach needs to be adopted in regard to the payment of overtime to those involved in training and exercises. This opinion is not directed at Specialist Groups, but all members involved.

Sergeant F

...I am unaware of TOIL being granted by the SOG Commander during gazetted training times during my period with the SOG but I am aware of additional hours worked without any payment.

This is because Specialist group members are committed and unlikely to press overtime claims when they know they will be declined even if they believe a legitimate entitlement exists; this is indicative of the culture of the groups.

Sergeant E

Training days are used to practice skills acquired during SOG based courses. The SOG courses I have participated in are based upon skill acquisition. In contrast training days consist of skill maintenance and development. Training days consist of practising skills previously acquired at development courses such as:

- *Firearms handling and shooting skills*
- *Close Quarter Tactics/room combat*

- *Tactical Driving Skills/vehicle intercepts*
- *Dynamic Beaching*
- *Water Operations*
- *Fast Roping*
- *Rural tactics*
- *Less than lethal options*
- *Breathing Apparatus*
- *Urban Tactics*
- *First Aid*

...

The determination by Commander Adams that she had deemed specialist training days as a 'training activity' for the purpose of excluding us from the entitlement to overtime came as a surprise as it was contrary to what my understanding was as to my entitlements and that it created a significant precedent for how we would be treated in the future.

...

Over the years I have worked countless unpaid hours along with other SOG members as we are committed to the maintenance of high standards and cannot do this within the confines of the work for which we are remunerated.

Constable M

The training days are often in excess of an 8 hour shift, and I do not claim overtime. Our entire squad does not claim overtime on training days. We have not been told either way that we can, or can not claim overtime in relation to the extra hours we work. On occasions, we may conclude duties early at the end of a period in lieu of extra hours worked, but this does not often cover the extra hours worked during this period."

[29] Commander Adams said that when she came to her current position she was under the impression specialist squad training did not attract overtime. Under cross-examination the Commander said:¹⁰

"Thank you. Considering, Commander, you have a responsibility for deeming training activities, can you explain how 15.1.8(e) of the Police Award operates, in your view?---In my view, you – just to backtrack, you used the word "deeming." I've never had to deem training activities or courses by virtue of stating something in an award. It's just been accepted that training has had the requirement to work after hours, as it's noted in the award. So there's no actual – I haven't actually had to specify each of the courses or training activities until obviously this particular incident, back in December, with the Special Operations Group, because it's been an accepted practice and that's acknowledged or stated in the award that these activities are not a requirement for overtime. It's as simple as that. So I've never had to do that. And it's been accepted as well by my predecessors that that's not been required.

Okay. If I can take you back a step, to my original question? Can you explain how 15.1.8(e) operates in your view, for example, the criteria

¹⁰ Transcript p 43

you apply?---Okay. Any training, whether it be a training course or a training activity that's under the auspices of the academy, obviously meets – is in that – meets that particular clause.

What do you mean by "auspices"?---Whether it's under – whether the training operates from the academy, the academy provides resources for the training, whether we put parameters around the skills and knowledge that the instructors must have, because we don't just have instructors that obviously aren't qualified to, basically, take the training. There are strong links to, basically, all of those activities being under the umbrella of the academy. So I've responsibility for that.

Okay. So broader education – broader training requirements?---Well, training being skills and knowledge and whether that be the maintenance of skills and knowledge to maintain a competence or to actually acquire them, it's the – you know, it's the same thing."

[30] And later in relation to the December 2009 'deeming' decision:¹¹

"The award provision specifies the deeming, and you were reminding members of that?---Correct. That's right.

Do you think the award actually requires you to make that decision and carry out that deeming?---I don't think that's the case because it's certainly been the standard practice for as long as I've been in policing that overtime is not a requirement or not an entitlement when you're on a training day from a specialist group and all I did is provided the clarification around that by reminding some of the junior members that came to the squad that that was the case."

[31] Commander B was Superintendent of the Academy from 1997 to 2000. He stated that it was understood that overtime was not available for specialist squad training days.

[32] Inspector P stated that historically overtime had not been claimed or paid to members of Search and Rescue Squads and he is unaware of any expectation for such payment.

[33] Sergeant R said that as a member of the Police Technical Unit [PTU] she understood that there was no capacity to claim overtime although attempts are made limit the total hours to 24 over a three day cycle.

[34] Similar sentiments were expressed by Sergeant P [Dive Squad], Detective Inspector P [Negotiation Unit], Inspector D [PTU], Detective Inspector W [SOG] and Inspector C [Bomb Squad].

[35] Inspector B, SOG Commander [2006-10] stated:¹²

"Members who attend SOG training days avail themselves of the provision of meals whilst training and the provision of accommodation for non-Southern Tasmania based members. There has been a traditional acceptance that a 'clock on, clock off' attitude towards hours worked does not apply to SOG training. Generally, commencement

¹¹ Transcript p 44

¹² Exhibit R2

times are enforced, however, to cater for flexibility, conclusion times can vary with the acceptance of affected members.

Payment of overtime to members whilst performing work during SOG training is unusual. Historically, no overtime was incurred by any SOG member during periods of training. Recent exceptions have been made for the provision of overtime payments to members based in Northern Tasmania for travel to venues (invariably the Police Academy). This caters for the simultaneous commencement of all SOG members on the first day of a training block. Additionally, the payment of overtime was provided to members based in Southern Tasmania to cater for travel time whilst attending water operations training at the Australian Maritime College during October 2009. Furthermore, I believe overtime may have been provided to members resulting in extended work hours performed during a federally funded (DOTARS Securing Our Regional Skies program) exercise held at the Devonport Airport, December 2008, which occurred during SOG training. The only members who expect to be paid overtime are those members, by agreement, who travel outside training hours to attend at a training venue from their normal place of work or in cases of an operational development.

Generally, Time Off In Lieu (TOIL) has rarely been utilised by SOG members during training. This is a result of the part-time status of the SOG, whereas the accumulation of TOIL in a part-time role presents difficulties in expending TOIL in a member's full-time position. I believe that members attached to the now defunct full-time portion of the SOG (Known as the Specialist Capability Group operating from 2003-06) and current administrative members of the SOG attached to the Specialist Capability Services have utilised TOIL regarding time spent preparing SOG training.

The planning of SOG training is cognisant of a 40 hour working week. Generally, training falls within an eight hour day, however, there have been instances where training has been extended during one day but shortened on another to balance the weekly hours worked ledger. This degree of flexibility regarding SOG training is an accepted practice and in many instances, is venue/activity driven. For example, a training venue may only be available on a 'once only' occasion. To maximise the training benefits associated with such a venue, additional hours may have also occurred at the instigation of SOG members. A further example is the use of specific equipment. Training associated with a helicopter or a vessel may be limited to a particular day. In order to maximise the training benefits and/or complete required annual exposure to such craft, the work hours of the relevant day may be extended. In the above examples, the extended hours would be in the vicinity of one to two hours. These work hours are generally planned with all SOG members given prior notification. There have also been other occasions where SOG training has been planned to exceed normal working hours over one shift (ie evening exercises incorporating an overnight stay in a bush environment), however, the over balance of hours worked is compensated via the early conclusion of training the following day or later in a training week. This work practice has been an accepted position adopted by all SOG members throughout my involvement with the SOG."

Findings

[36] It is clear from the evidence that overtime [or TOIL] has rarely been paid for specialist squad training days over the past 20 years or so. However the fact that it has rarely been claimed or paid does not of itself mean that there is no legal entitlement.

[37] From the PAT statements and the Academy inspections I readily conclude that specialist squad members are invariably dedicated and committed individuals with a strong sense of public duty. In some cases significant additional hours are committed, particularly maintaining fitness, without any thought of seeking additional recompense.

[38] I also detected a sense in some quarters that this goodwill should not be taken for granted, and claims for overtime which might otherwise have been pursued were not because of a perceived administrative aggravation.

[39] There is no evidence that the 'deeming' provision of 15.1.8(e) has ever been invoked prior to December 2009. Similarly there is no evidence that members of the specialists squads being specifically told that overtime was not payable. That said, it must be accepted on the evidence, from both the PAT and Tasmania Police, that there is a broadly held understanding that, for whatever reason, payment for overtime is not generally available.

[40] 'Deeming' in my view requires a positive action on the part of the Commander which is communicated to those affected. It is not something that can simply be assumed. Similarly, it is difficult to envisage how an activity can be 'deemed' retrospectively.

[41] Accordingly I find that prior to December 2009, training days for specialist squads have not been 'deemed' as a 'training activity' in accordance with 15.1.8(e).

[42] The next question to be determined is whether the specialist squad training days were contemplated in the 1988 second tier agreement.

[43] There can be no doubt that the agreement applies to training courses conducted at the Academy or under the auspices of the Academy [Categories 1 and 2]. There is a clear expectation that participants in such courses may be required to contribute some additional personal time, particularly in relation to study and assignment preparation. Item 4 of the second tier agreement is specifically directed to these aspects.

[44] The difficulty facing the Commission is that there is no mention of specialist group training days in either the agreement or the attendant Commission proceedings relating to the approval of the agreement and subsequent award variation.

[45] I am satisfied that the statistical data referred to by Mr McDermott in the 'second tier' proceedings¹³ is consistent with Annual Reports of the era which listed the Academy training courses. 'Practice days', as they were then known, were in a quite separate category.

[46] Further the linkage between specialist squad training days and the Academy is limited, and in some cases consists only of meal provision in the field.

¹³ Exhibit A4

[47] I conclude that there is simply no evidence which sustains a conclusion that specialist squad training days were part of the item 4 of the second Tier Agreement.

[48] It follows that, in the absence of deeming, overtime has in a legal sense been capable of being claimed, where applicable, for training days prior to December 2009.

[49] That said, this finding should not provide support for any retrospective claims for overtime which might have been worked in the past but not claimed. Irrespective of my finding in respect of the second tier agreement, there clearly has been a widely held understanding, supported by practice, that claims for overtime are generally unavailable. The origin of this understanding and practice is unknown, but there can be no doubt as to its existence and long standing nature. Such understandings should not be lightly overturned, irrespective of the legal niceties.

[50] Whilst this legal entitlement may have existed prior to December 2009, it is unquestionably extinguished by virtue of subsequent 'deeming'. Again this is not necessarily a satisfactory outcome, even if it does overcome what would otherwise be a legally enforceable obligation on Tasmania Police. I instance for example the event of 7 December 2009. The practical effect of this was to impose a 13 hour day with less than 24 hours notice. In my view it was unreasonable to deal with this by 'deeming' at the last minute, particularly as there does not appear to have been any offsetting hours reduction later in the training program.

[51] To my mind there is little point in addressing issues such a consultation and alleged breach of Dispute Settlement Procedures. My views on consultation and proper notice of change have been expressed in earlier decisions and remain on foot.

[52] The event which gave rise to this dispute occurred nearly 12 months ago. The imperative is to obtain an enduring solution rather than apportion blame as to matters of process.

[53] I propose to direct the parties to confer with the objective of finding a long-term solution that all parties have ownership. Any such outcome might be reflected in an award variation, registered agreement or memorandum of understanding.

[54] To assist the parties I suggest the discussion consider the following elements.

- Every effort shall be made to organise training programs so that the total hours involved does not exceed the ordinary hours for the period. Eg 24 hours training over 3 days.
- A recognition than on occasions there will be a necessity to work extended hours to maximise the efficient use of resources.
- Excess hours should not exceed two on any one day without the payment of overtime.
- Consideration be given to a cumulative cap for excess hours over the period of training.
- Where members are required to travel before and/or after training periods and such travel is substantially in excess of that which the member would ordinarily occur, overtime shall be paid for the excess period. Eg Northern members traveling to Hobart.

[55] Pursuant to s31 of the *Industrial Relations Act 1984* I hereby direct the parties to this dispute to confer with the objective of finding a resolution to this issue taking into account the comments in the immediately preceding paragraphs.

[56] The Commission is available to assist in this process on the request of either party.

[57] The file shall remain open pending further advice from the applicant.

Tim Abey
DEPUTY PRESIDENT

Appearances:

Mr M Kadziolka and Ms A Smith appearing for the Police Association of Tasmania
Mr T Martin appearing for the Commissioner of Police with Inspector S Burk and
Commander D Adams

Date and place of hearing:

2010
August 8
September 6, 7, 8
Hobart