



TASMANIAN INDUSTRIAL COMMISSION

CITATION: [2026] TASIC 43 - T15217 of 2025 – Julien Puurand v Commissioner of Police

PARTIES: Julien Puurand (Applicant)

Commissioner of Police (Respondent)

SUBJECT: Industrial Relations Act 1984, s 29(1) application for hearing of an industrial dispute

FILE NO: T15188 of 2024

HEARING DATE(S): 12 November 2025

HEARING LOCATION: Tasmanian Industrial Commission, Hobart

DATE REASONS ISSUED: 31 July 2026

COMMISSIONER: Commissioner T J Abey

CATCHWORDS: industrial matter – application of clause 9.3.6(g) country police station allowance – duties performed inside or outside cluster - application granted

.

JULIEN PUURAND V COMMISSIONER OF POLICE

REASONS FOR DECISION

HOBART, 31 July 2026

[1] This is an application lodged pursuant to s 29(1) of the *Industrial Relations Act 1984* (the Act) whereby Julien Puurand (the Applicant) seeks a “definitive interpretation” of Clause 9.3.6(g) of the Police Award (the Award), and specifically, whether the term “perform duties” includes duties which originated from within the cluster group.

[2] The matter was heard by Barclay P on 12 November 2025. At the conclusion of the hearing, the President reserved his decision.

[3] In correspondence dated 1 July 2025, the parties were advised that the file was to be reallocated, and further, asked how the parties wished to proceed. Specifically:

1. Would the Applicant confirm whether or not they wish the matter to proceed to finality, or in the alternative, withdraw the application?
2. In the event that the Applicant wishes to continue the matter, does either party wish to provide further submissions or oral evidence?
3. In the event that the answer to point two above is ‘no’, the matter will be determined on the material before the Commission.

[4] On 2 July, the Applicant advised that he wished the matter to proceed to finality without the need for further evidence. The Respondent did not reply.

Nature of the application

[5] Mr Puurand is a Senior Sergeant employed in the cluster of Rosebery, Zeehan and Strahan in the Western District of Tasmania Police. For ease of reference, clause 9.3 of the Award is reproduced in full.

9.3 Country Police Station Allowance

9.3.1 Designated Country Police Stations and Clusters

- (a) The following stations have been determined by the Controlling Authority as designated 'Country Police Stations' and cluster groupings:
 - (i) Nubeena and Dunalley. Note Richmond will cover Dunalley as if in a cluster arrangement,
 - (ii) (Orford, Triabunna and Swansea) and (Swansea and Bicheno),
 - (iii) Oatlands, Liawenee, Bothwell and Kempton.
 - (iv) Maydena, Hamilton and Bushy Park,
 - (v) St Mary's and Fingal,

- (vi) Dover and Geeveston,
- (vii) Cygnet and Woodbridge,
- (viii) (Rosebery, Zeehan and Waratah) and (Rosebery, Zeehan and Strahan)
- (b) Orford Marine and General Duties is part of the Orford, Triabunna and Swansea cluster for general duties. It will, in addition, interact with Sorell, Bicheno, Nubeena, Dunalley and Richmond stations for marine duties.
- (c) In addition Alonnah is a designated Country Police Stations, but is not contained within a cluster; however, will interact with Country and Community Police Stations where required and will be afforded support and coverage by the respective divisions.

9.3.2 Designated Country Police Station Allowance

- (a) A member, being a Constable or Sergeant appointed to a designated country station shall be paid an allowance equivalent to 37 per cent of the member's normal salary whilst they remain appointed to the designated country station.
- (b) The Allowance shall be paid in lieu of the following award provisions:
 - (i) Availability and Standby; except where provided for in this clause;
 - (ii) Call Back, except where provided for in this clause;
 - (iii) Overtime, except where provided for in this clause; and
 - (iv) Shift and Penalty Allowance; and
 - (v) Meal Expense Allowance.
- (c) The Allowance shall be regarded as part of salary for the period of appointment to the designated country station only and is payable on all approved leave taken or accrued upon resignation or termination from the service, whilst appointed to the designated country station.

9.3.3 General Provisions

- (a) The Member must occupy, and maintain occupancy, of the departmental residence as their primary residence unless otherwise approved by the Controlling Authority. Residences owned or leased by the Department will be provided rent free.
- (b) The District Commander is responsible for approving the geographic boundary of the designated stations. This will be done recognising the workload and patrol area of the designated station.
- (c) The primary policing role of any designated station shall be to the community within the cluster.

- (d) Divisional Management is responsible for developing and maintaining a leave roster having regard to service delivery, coverage and provision of relief at the designated stations within the cluster and taking into account reasonable requests by members.
- (e) Providing relief at Country Police Stations will be determined by Divisional Management who will take into consideration the following:
 - (i) the negative impact of service delivery caused by the absence of a substantive member;
 - (ii) the additional workload, including travel times of the remaining members within the cluster of designated stations; and
 - (iii) the provision of adequate rest and recreation time for the remaining members in the cluster.
- (f) A member at a designated station shall be available to respond to any telephone or direct enquiry, or reported incident whilst rostered on, unless adequate alternative temporary coverage has been prearranged.
- (g) A member at a designated station shall respond to any unplanned incident or event requiring a police response outside of their designated cluster when required to do so. This shall not include working shifts, or part thereof, in areas outside the designated cluster unless by agreement.
- (h) A member at a Country Police Station is not eligible to undertake a secondary role. Should a member need to resign from a secondary role to commence duty at a Country Police Station then they will/should be given preference to re-joining the nominated squad upon transfer to another area, other than another Country Police Station.

9.3.4 Rosters

- (a) Members accept that the nature of the position requires flexibility and as such have the autonomy to place themselves on and off duty to effectively police their communities, which may require performing additional duties to meet their communities' needs. This flexibility and autonomy also provides members with the ability to manage their own hours in conjunction with the cluster to ensure that they do not work excessive hours.
- (b) Rosters will show the member either "On" for the day or on an "RDO" (rostered day off). No identified rostered hours will be shown. Each Member will manage their own time, in consultation with their direct supervisor, with an expectation that a minimum of twenty three eight hour days 'On' is worked over a five week roster cycle. Members will be entitled to twelve rostered days off in the five week roster cycle. When rostered 'On' a member will be available 24 hours to respond to any incident/request within their cluster unless they have worked excessive hours.
- (c) The rostering provisions occurring elsewhere in the award do not apply, however, the following shall apply for rostering purposes:

- (i) An average of two consecutive rostered days off per week over the roster cycle shall be provided, but no more than 4 rostered days off is to be taken consecutively. RDO's can only be taken if another station within the cluster is rostered 'on'.
- (ii) Members are expected to work a maximum of 3 out of 5 weekends, unless by agreement with Divisional Management, in a 5 week roster cycle;
- (iii) The approved roster shall not provide for more than 7 consecutive days work, unless otherwise agreed.
- (iv) The roster shall be established a minimum of 4 weeks in advance and shall be displayed in a prominent and easily accessible place or be electronically available for all members affected by the roster.

9.3.5 Minimum Salary Level - Constable

- (a) A Constable appointed to a designated country station will be paid a minimum salary level of Constable Level 6 whilst stationed at the designated country station, with subsequent increments for the duration of the appointment.
- (b) The entitlement to the minimum salary level of Constable level 6 and subsequent increments, shall apply for the period of the appointment to a designated country station only.
- (c) The differential between the member's substantive salary level during the appointment to a designated country station and the minimum salary level applicable is not an allowance but a minimum salary level whilst appointed to a country station.

9.3.6 Overtime and Call Back

- (a) Members working at a designated country police station will not be required to perform policing functions for excessive hours, which for the purposes of this subclause is greater than 14 consecutive hours.
- (b) In instances where a member is required to perform policing functions for more than 14 consecutive hours, they will receive an overtime payment until relieved. Members are required to notify Divisional Management of the likelihood that they will exceed 14 consecutive hours as soon as practicable. The 14-hour period can include up to 2 one- hour breaks.
- (c) Where a member does perform policing functions for excessive hours they are entitled to a minimum 10 hour uninterrupted break prior to performing another policing function, unless required to attend court which will attract overtime in accordance with sub-clause (b). In the event that Divisional management requires the member to return to duty within the 10 hour period they will be paid overtime until they receive an uninterrupted 10 hour break

Note members are expected to manage their own time as detailed in 9.3.4 (a) and the expectation is to minimise excessive hours.

- (d) Overtime payments will not be paid for events such as training requirements or vehicle servicing. It is expected that the member will arrange their working hours around known day shift events.
- (e) A member who is rostered as RDO and who has been requested by Divisional management to cover their and/or another station within their cluster, if no alternate coverage exists, will be entitled to availability and overtime. The payment is in addition to the allowance specified in 9.3.2.(a).
- (f) Reasonable consideration must be given to allow member's their rostered days off when requesting members to perform duty in relation sub-clause (e).
- (g) Where a member is required to perform duties outside their cluster group when rostered 'On', other than specified in (d) above, the member will be entitled to paid overtime for all hours worked in excess of 8 hours.

[6] The clause in dispute is 9.3.6 (g)

[7] The scheme of clause 9.3 might be summarised as follows:

- Designated Country Police Stations are grouped into Clusters.
- A member working in a designated station is paid an additional allowance equivalent to 37% of normal salary in lieu of most forms of overtime, shift penalties and allowances.
- Members have a high degree of autonomy in determining working hours, consistent with the requirement to provide comprehensive police coverage for the community within the Cluster.
- Members are not required to perform policing functions for excessive hours, which is defined as 14 or more consecutive hours. Time worked in excess of 14 hours is paid at overtime rates until relieved.
- Members required to perform duties outside their cluster group when rostered 'on' are entitled to overtime for all hours worked in excess of 8 hours. This is the subclause in contention in this dispute.

[8] At the heart of this dispute is the issue of where the "duties" referred to in subclause (g) originate from. The Applicant contends that the subclause does not distinguish between "duties" which originate inside or outside the cluster boundaries. The Respondent contends that the subclause only has application where the "duties" have their origin outside the cluster boundaries.

[9] I note in passing that this is an application lodged pursuant to s 29(1) of the Act which deals with an industrial dispute. In this case, the dispute relates to an alleged breach of an award, or, in the alternative, the mode, terms and conditions of employment. Either way, the Commission has a clear jurisdiction to determine the matter. It is not, however, an

interpretation pursuant to s 43 of the Act, which is only exercisable by the President and declarations are binding on all courts.

Applicant Contentions

[10] Mr Puurand states that on 1 December 2024, an overtime claim was submitted for consideration. Work within the Cluster commenced at 0700 hours to deal with a motor vehicle accident on the Murchison Highway. Later in the shift, the Applicant was tasked to respond to an armed person incident in Strahan. A person required transport to the Northwest regional Hospital (NWRH) in Burnie as no ambulances were available. The Applicant left the West Coast Cluster boundary around 1700 hours and returned to the boundary around 2100 hours. Total hours outside the Cluster were 4 hours. The Applicant stated a claim for 4 hours overtime was submitted.

[11] On 6 December 2024, the Applicant submits that he was advised by Inspector Maingay by telephone, that the overtime claim was denied. The Applicant submits that he has received no formal written correspondence from the Department of Police, Fire and Emergency Management (DPFEM) regarding this determination or a definitive interpretation.

[12] The Applicant submits that within the Western District, there had been longstanding custom and practice for the payment of overtime after the required hours had been reached, irrespective of whether the incident/s giving rise to the overtime claim originated inside or outside the Cluster boundaries. He contends that this amounts to a re-interpretation of clause 9.3.6.(g) and has occurred without consultation or written notification. This, he states, impacts negatively on legally binding member entitlements.¹

[13] The Applicant submits that the interpretation of the Respondent is simply not open on the plain words of the subclause.

[14] In relation to past custom and practice, the Applicant relied on documentation detailing police officer overtime claims between 2019 and 2024. He submits that this documentation shows that 82 overtime claims were submitted and accepted. Of these, 39 claims were for duties which originated inside the cluster, and 43 claims were for duties which originated outside the cluster.

[15] The Applicant stated:²

The applicant would assert that the geographical boundaries of the west coast country cluster and isolation from a major hospital, court, mental health facility and other resources make it unique.

It's the applicant's belief that the intention of the clause is to recognise the limitation of resources within the boundary area and then to encourage the respondent to ensure that time outside these boundaries is limited by imposing an overtime penalty on the respondent if the members have already worked their required number of hours.

[16] The Applicant tendered Statutory Declarations from the following serving and retired Police Officers who had firsthand involvement in the management of overtime claims over the relevant period.

¹ Transcript p 6, l 8.

² Transcript p 6, l 40.

- Sergeant James Scicluna³
12 claims submitted.

9. The claims were accepted under clause 9.3.6(g), primarily for duties involving responses or backup in the Queenstown Police Station area, or for transporting arrested persons to Burnie or Devonport for transfer of custody for after-hours court appearances or mental health assessments.

10. This was due to the West Coast not having the facilities to accommodate such requirements and would often involve a minimum of four hours travel, not including waiting periods, paperwork completion or time spent assessing the initial job.

11. During my time at Rosebery, I also reviewed and forwarded overtime claims under clause 9.3.6(g) for all members transferred to West Coast positions, as well as for numerous members who provided relief in accordance with the country relief policy.

12. I had a clear and consistent understanding of what constituted "out of area" work, and all claims submitted were in accordance with the Tasmania Police Award. This understanding was based on the briefing I received from my predecessor and was consistent with accepted practice at the time.

13. This practice was consistently applied under the supervision of two different Inspectors and was well-established during my predecessor's tenure of nearly ten years in the role.

- Senior Constable Conner Pask.⁴
16 claims submitted.

From 7 February 2022 - 2 February 2025, I was stationed at Strahan in the Central West Division West Coast Cluster.

Strahan was/ is categorised as a Country Police Station per the Police Award and there were strict requirements for overtime to be paid.

During my tenure at Strahan, I had cause to claim overtime per the Police Award conditions of 9.3.6.(g).

During my time working within the cluster, there was a consistent interpretation and application of this clause. The practice was, when, after reaching the required hours of work, overtime would be triggered when required to 'perform duties' that either originated inside or outside the cluster group.

Over my 3 year tenure, I had cause to claim overtime hours relevant to clause 9.3.6 (g) on 12 occasions, on each occasion I had worked the required number of hours prior being required to perform duties outside the cluster.

- Heather Gunton.⁵
11 claims submitted

I interpreted Clause 9.3.6(g) to mean that members of the Cluster would be eligible for paid overtime if 1) they travelled outside the cluster to perform any duties whilst

³ Exhibit A1.

⁴ Exhibit A2.

⁵ Exhibit A3

they were on duty, and 2) they worked more than 8 hours in total that day, regardless of whether the jobs originated in the cluster or not, and whether the member had to travel out of cluster at the beginning, end or middle of the shift. To my knowledge, this was also the interpretation held by other members of the cluster and we claimed overtime accordingly.

[17] Constable Gunton stated further that claims submitted on or after 6 December 2024 were rejected on the grounds that there was “No Award Provision”.

- Constable Ruben Norval⁶
2 claims submitted

My interpretation of this clause was that if I am required to leave my work cluster for duties both originating inside and outside the cluster, for reasons other than training or vehicle service, and if an excess of 8 hours on duty was/is completed then it would be classified as overtime.

I believe this interpretation was shared between other members in the cluster and claimed OT, specifically under this interpretation, had been approved previously and was still being approved.

...

I do not recall the exact date but sometime between the end of 2024 and start of 2025 I became aware that overtime under this clause had been rejected by Inspector Anthea MAINGAY due to a new interpretation of the clause.

I was informed that the new interpretation was that to constitute overtime under clause 9.3.6 (g) the job had to originate outside of the cluster.

- Mark Lodge, retired Police Officer.⁷
2 claims submitted

I am familiar with this clause as it relates to leaving the cluster area to perform duties having already worked the required hours. The exception to this was either vehicle servicing or training matters.

During my time in the cluster, overtime was paid for this clause for both matters that arose inside and outside the cluster area.

- Constable Wayne Bradford⁸
8 claims submitted

I have historically been awarded overtime rates under 9.3.6(g) for incidents originating in my work area that then required me to travel outside of that work area after 8 hours on duty. This remained the case up until when Inspector Anthea Maingay refused to approve these claims from around December 2024.

As an example, on the 12th June 2023, I attended a mental health incident in my work area at Strahan. The incident required me to transport the patient to Burnie and I incurred seven hours of overtime under 9.3.6(g). Inspector Anthea Maingay

⁶ Exhibit A4.

⁷ Exhibit A5.

⁸ Exhibit A6.

approved that claim even though the incident originated in my work area. That type of overtime claim is no longer authorised by the DPFEM.

- Christopher Richardson⁹
1 claim submitted.
- Glenn Martin, Police Officer¹⁰
6 claims submitted.

[18] In addition, the applicant tendered a number of 'TRIM' documents without supporting statutory declarations. These documents amount to further evidence of overtime claims successfully made pursuant to clause 9.3.6(g) of the Award.¹¹

Respondent contentions

[19] No breach of the Award has occurred and the Respondent's December 2024 and subsequent interpretation of clause 9.3.6(g) is a true and accurate reflection of the entitlements due to employees.

[20] Custom and practice, regardless of its duration or consistency, cannot override the express terms of an Award or Agreement.

[21] It is the view of the Respondent that any duties which commence within an Officer's regional cluster are not to be paid overtime. The intention of the Clause upon its conception was to remunerate Officers living and working within country Police Stations and within regional clusters for assisting with "jobs" that commence or are assigned outside of their designated cluster. A distinction can be drawn between "jobs" and "duties" although it is acknowledged that the terms are sometimes used interchangeably. Further, it is the view of the Respondent that the clause does not apply if an Officer is required to travel outside of the cluster group during the course of their duties for a shift. Mr Dowker said:¹²

... again, we talked to the intention being that they commenced the full breadth of the duties outside of the cluster group, and works in excess of eight hours. Then the clause is payable.

[22] The TRIM records relied upon by the Applicant have been audited¹³ This audit shows that of a total of 82 claims 43 were paid "correctly" and 39 paid "incorrectly". Those in the "incorrect" category, had duties originating within the cluster boundary. It is the Respondent's intention to rectify any incorrect payments if it is found that its interpretation is accurate.

[23] Mr Dowker's evidence is that the intention of the clause is to require the payment of overtime when a member is required to "prop up and alleviate" another member in a different cluster and where more than 8 hours is worked in total.¹⁴

[24] The interpretation of the Clause is consistently applied through other regions of Tasmania Police and used in other regional clusters such as the Northeast Coast, the East Coast and Tasman Peninsula.

⁹ Exhibit A7.

¹⁰ Exhibit A8.

¹¹ Exhibit A9.

¹² Transcript p 33 l 5.

¹³ Respondent submissions 1/10/25 Attachment 1.

¹⁴ Transcript p 22 l 10.

Findings

[25] In relation to custom and practice, the evidence is overwhelming. I am satisfied beyond doubt that for the relevant period, (2019 to 2024), overtime has been consistently paid irrespective of whether the relevant duties commenced inside or outside the cluster boundaries. The Respondent submits that the 39 occasions whereby overtime was paid when duties originated within the cluster boundaries, were “mistakes”. Whether mistake or conscious policy decision, there can be no doubt that the Respondent changed the interpretation in December 2024, and did so without explanation or consultation, other than to state “there was no award Provision”.¹⁵

[26] Whilst the evidence of custom and practice is informative, I accept the Respondent’s submission that such evidence cannot override the express terms of an award or agreement, a consideration I turn to shortly.

[27] Very little was put to the Commission by way of the origin of and/or rationale for the subclause, which it seems has been in the Award at least since 2012. Mr Dowker submitted that the intention of the subclause was to discourage the rostering of officers to “prop up” a shift in another cluster. I am not convinced by this submission. Subclause (g) precludes the working of shifts, or part thereof, in areas outside the designated cluster unless by agreement.

[28] Similarly, I am not persuaded by assertions as to what happens elsewhere in the State. The only evidence before me relates to the cluster in question in the Western District.

[29] I turn now to the actual words used in subclause (g).

[30] I am not persuaded by a distinction the Respondent urges between “duties” and “jobs”. Whilst I understand the Respondent’s contention, there is no basis for making this distinction in the wording of clause 9.3.6(g). The subclause refers only to “duties” and there is no basis for this to be read down to mean something else other than the full spectrum of a Police Officer’s work.

[31] Similarly, there is simply no basis to read into the subclause something that is plainly not there. I refer to the Respondent’s contention that the relevant duties must originate outside the cluster boundaries. For overtime to be payable the following must apply:

- A member is required to perform duties outside the cluster group, and
- The total hours worked exceeds 8 hours.

[32] Under the terms of the subclause, it makes no difference whether the duties have their origin inside or outside the cluster boundaries. It is also axiomatic that no overtime is payable whereby the total hours worked, whether inside or outside the cluster boundaries, do not exceed 8 hours.

[33] I am unable to make any observations for the rationale for this particular subclause. There is no suggestion it is a provision which has been imposed by an arbitral decision of this Commission. It follows that the Award is a creature of the parties, and the words used have been freely entered into without qualification or explanation.

¹⁵ Exhibit A3.

[34] I conclude that the construction consistently applied to clause 9.3.6(g) in the Western District prior to December 2024 was and remains the correct interpretation. Pursuant s.31 of the Act, I so order and direct.



Tim Abey
Commissioner